

Meeting of May 10, 2022

Resolution No. TF-7-2022

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

ITEM NO.	DEPT.	AMOUNT	FROM
018-22	PKS	\$ 6,000.00	PKS A 7110 42200 000 0000
		\$ 6,000.00	TO PKS A 7110 42000 000 0000
019-22	PKS	\$ 8,000.00	FROM PKS SP 7110 42200 000 0000
		\$ 8,000.00	TO PKS SP09 7180 42000 000 0000
020-22	PKS	\$ 6,000.00	FROM PKS SP 7110 42200 000 0000
		\$ 6,000.00	TO PKS SP11 7180 42000 000 0000
021-22	HWY	\$ 1,060.00	FROM HWY DB 5110 41710 000 0000
		\$ 1,060.00	TO HWY DB 5110 25000 000 0000
022-22	DER	\$ 10,000.00	FROM DER SR05 8160 46530 000 0000
		\$ 10,000.00	TO DER SR05 8160 41600 000 0000
023-22	PKS	\$ 5,000.00	FROM PKS A 7110 42200 000 0000
		\$ 5,000.00	TO PKS A 7110 41600 000 0000
024-22	PKS	\$ 5,000.00	FROM PKS SP 7110 42200 000 0000
		\$ 5,000.00	TO PKS SP 7110 41600 000 0000

-#-

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	Absent
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye



# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner  
Department of Parks

DATE: April 14, 2022

SUBJECT: 2022 Transfer of Funds

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

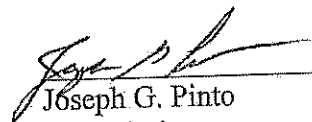
**FROM:**

PKS-A-7110-42200-000-0000	Light, Power, Water	\$6,000.00
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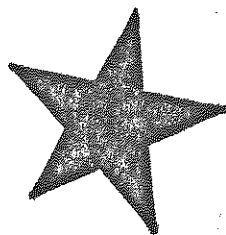
**TO:**

PKS-A-7110-42000-000-0000	Heating Fuel	\$6,000.00
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This transfer is being requested to provide funds necessary for heating oil at John J. Burns Park.

  
\_\_\_\_\_  
Joseph G. Pinto  
Commissioner

JGP:jb





# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

2B

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner  
Department of Parks

DATE: April 14, 2022

SUBJECT: 2022 Transfer of Funds

---

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

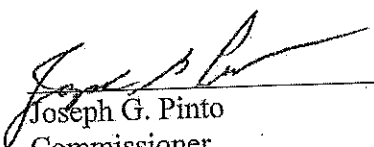
**FROM:**

PKS-SP-7110-42200-000-0000	Light, Power, Water	\$8,000.00
----------------------------	---------------------	------------

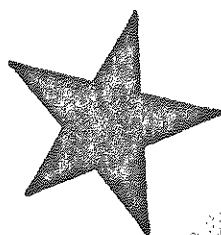
**TO:**

PKS-SP09-7180-42000-000-0000	Heating Fuel	\$8,000.00
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This transfer is being requested to provide funds necessary for heating oil at Plainview/Old Bethpage Community Park.

  
\_\_\_\_\_  
Joseph G. Pinto  
Commissioner

JGP:jb





# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner  
Department of Parks

DATE: April 14, 2022

SUBJECT: 2022 Transfer of Funds

---

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

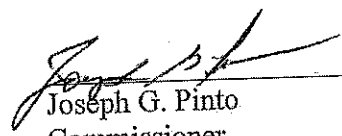
**FROM:**

PKS-SP-7110-42200-000-0000	Light, Power, Water	\$6,000.00
----------------------------	---------------------	------------

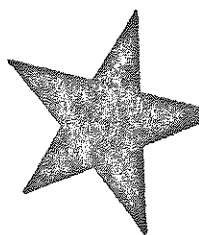
**TO:**

PKS-SP11-7180-42000-000-0000	Heating Fuel	\$6,000.00
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This transfer is being requested to provide funds necessary for heating oil at Syosset/Woodbury Community Park.

  
\_\_\_\_\_  
Joseph G. Pinto  
Commissioner

JGP:jb





2D

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

4/18/2022

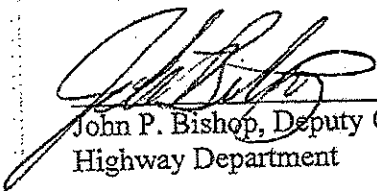
**TO: MEMORANDUM DOCKET**  
**FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER**  
**HIGHWAY DEPARTMENT**

**SUBJECT: TRANSFER OF FUNDS 2022**

Town Board authorization is requested to transfer the following funds:

Account No.	Object Description	Amount
<u>From:</u> HWY DB 5110 41710 000 0000	SIGN SUPPLIES	\$1,060.00
<u>To:</u> HWY DB 5110 25000 000 0000	EQUIPMENT	\$1,060.00

This transfer is necessary to provide funds to purchase one (1) portable gasoline generator. This equipment is needed by the Highway Sign Bureau.

  
John P. Bishop, Deputy Commissioner  
Highway Department

JPB/dp

C: Comptroller's Office  
Richard Lenz, P.E., Commissioner of DPW/Highway





2A

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

**April 25, 2022**

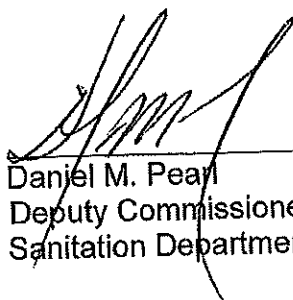
TO: Memorandum Docket  
FROM: Daniel M. Pearl, Deputy Commissioner/Sanitation Department  
SUBJECT: Transfer of Funds

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The Department of Public Works- Sanitation/Recycling Division requests Town Board authorization to transfer the following funds:

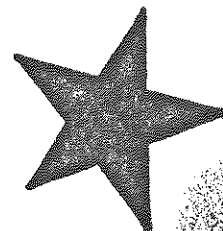
From:	DER SR05 8160 46530 000 0000	Sanitation Transport	\$10,000.00
To:	DER SR05 8160 41600 000 0000	Materials & Supplies	\$10,000.00

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

  
\_\_\_\_\_  
Daniel M. Pearl  
Deputy Commissioner  
Sanitation Department

DMP/tml  
cc:  
Steven Ballas, Comptroller

Docket memo transfer of funds for SWDF Materials and Supplies April 2022 .doc





# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner  
Department of Parks

DATE: May 2, 2022

SUBJECT: 2022 Transfer of Funds

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

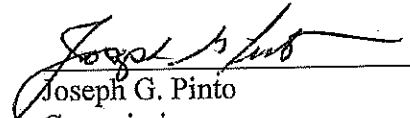
**FROM:**

PKS-SP-7110-42200-000-0000	Light, Power, Water	\$5,000.00
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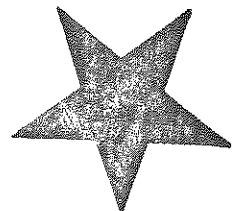
**TO:**

PKS-SP-7110-41600-000-0000	Materials & Supplies	\$5,000.00
----------------------------	----------------------	------------

This transfer is being requested to provide funds necessary for materials and supplies needed for various parks throughout the Town of Oyster Bay.

  
Joseph G. Pinto  
Commissioner

JGP:jb





# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner  
Department of Parks

DATE: May 2, 2022

SUBJECT: 2022 Transfer of Funds

---

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

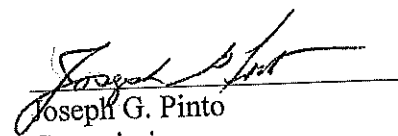
**FROM:**

PKS-A-7110-42200-000-0000	Light, Power, Water	\$5,000.00
---------------------------	---------------------	------------

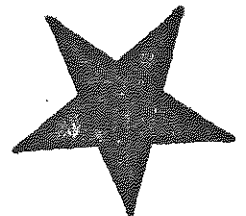
**TO:**

PKS-A-7110-41600-000-0000	Materials & Supplies	\$5,000.00
---------------------------	----------------------	------------

This transfer is being requested to provide funds necessary for materials and supplies needed for various parks throughout the Town of Oyster Bay.

  
Joseph G. Pinto  
Commissioner

JGP:jb





Meeting of May 10, 2022

Resolution No 294-2022

WHEREAS, pursuant to Sections 96-15 and 96-20 of the Code of the Town of Oyster Bay, the Department of Planning and Development, by its emergency powers, authorized the Highway Department to pump out the pool and clean-up the premises located at 7 Sterling Court, Plainview, New York 11803, also known as Section 46, Block 144, Lots 293 and 295 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated March 23, 2022, pursuant to Section 96-19 of the Code of the Town of Oyster Bay, have requested that the cost of pumping out the pool on October 20, 2021 and cleaning-up the premises on October 12, 2021, in the amount of \$11,639.90, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated March 23, 2022, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$11,639.90 may be assessed by the Legislature of the County of Nassau against the parcel known as 7 Sterling Court, Plainview, New York 11803, also known as Section 46, Block 144, Lots 293 and 295 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

*[Signature]*  
Reviewed By  
Office of Town Attorney  
*Ralph P. Healey*

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

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



294

## Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET  
FROM: Office of the Town Attorney  
DATE: March 23, 2022  
SUBJECT: Property Cleanup Assessment  
7 Sterling Court, Plainview, New York 11803  
Section 46, Block 144, Lots 293 and 295

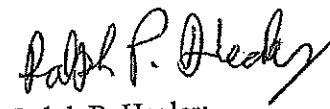
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By the emergency powers granted to the Department of Planning and Development, the Highway Department pumped out the pool, cut the lawn and removed all the bamboo located on the premises at 7 Sterling Court, Plainview, New York 11803, also known as Section 46, Block 144, Lots 293 and 295 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated January 3, 2022, advised that the property was cleaned by a crew from the Highway Department on October 12, 2021, and the pool pumped out on October 20, 2021. The total cost incurred by the Town of Oyster Bay was \$11,639.90.

Pursuant to Section 96-19 of the Code of the Town of Oyster Bay, which allows the Town to be reimbursed for the cost of the work performed, the Highway Department has requested that the cost of said work be referred to the County of Nassau for placement on the Nassau County Tax Assessment Rolls.

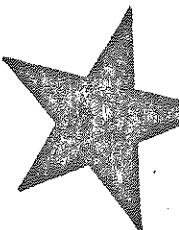
Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA  
TOWN ATTORNEY

  
Ralph P. Healey  
Special Counsel

RPH:aml  
Attachments

S:\Attys\aml\Cleanup MD&Reso\MD 7 Sterling Ct Dang Bldg 3.23.2022





WHEREAS, pursuant to Sections 96-15 and 96-20 of the Code of the Town of Oyster Bay, the Department of Planning and Development, by its emergency powers, authorized the Highway Department to pump out the pool and clean-up the premises located at 7 Sterling Court, Plainview, New York 11803, also known as Section 46, Block 144, Lots 293 and 295 on the Land and Tax Map of the County of Nassau; and

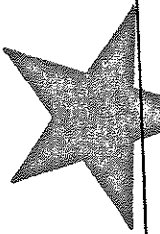
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- # -

Reviewed By  
Office of Town Attorney

Ralph P. Healey





2022-8456

**TOWN OF OYSTER BAY**

**Inter-Departmental Memo**

**September 30, 2021**

**To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY**  
**From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU**  
**Through: ELIZABETH L. MACCARONE: COMMISSIONER**  
**DEPARTMENT OF PLANNING AND DEVELOPMENT**  
**Subject: 7 Sterling Court, Plainview, New York 11803**  
**SBL: 46-144-293**

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Notice of Violation number 005487 was issued to the owner of the above-referenced premises on 09/24/21 for property non-maintenance, in violation of Chapter 135, Section 52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

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

- Cut lawn and trim bushes in front, side and rear yards.
- Remove all bamboo on premises.
- Drain pool water.

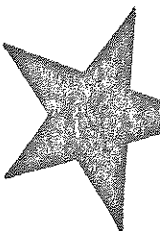
Pursuant to the provisions of Chapter 135, Section 54(C) of the Code, the Town is entitled to be reimbursed for the cost of the work performed by assessment against the owner. In addition, please notify us by fax, the date and time cleanup is completed. Please proceed accordingly.

ELIZABETH L. MACCARONE  
COMMISSIONER

  
MICHAEL ESPOSITO  
CODE ENFORCEMENT BUREAU

ME: ml

cc: Frank Scalera, Town Attorney







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

**ELIZABETH L. MACCARONE**  
COMMISSIONER

**TIMOTHY R. ZIKE**  
DEPUTY COMMISSIONER

**JAMES McCaffrey**  
DEPUTY COMMISSIONER

September 30, 2021

Estate of Joseph Crivelli  
7 Sterling Court  
Plainview, NY 11803


RE: PREMISES: 7 Sterling Court, Plainview, New York 11803  
SECTION 46 BLOCK 144 LOT 293

Dear Property Owner:

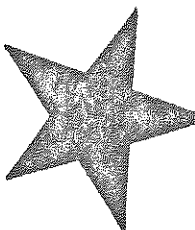
Inspections of the above-referenced property have revealed that the premises has not been maintained in accordance with the provisions of Chapter 135, Section 52 of the Code of the Town of Oyster Bay, based in part from the overgrown grass and weeds on the property.

Please be advised that Notice of Violation Number 005487 (copy attached) has been served on 09/24/21. As of this date, the violation has not been rectified and the conditions at the premises continue to endanger the health, safety and welfare of the residents of the Town of Oyster Bay. Please be further advised that I have directed the Highway Department to perform the necessary maintenance, and to take all the necessary steps to recover from you the costs.

Very truly yours,  
**ELIZABETH L. MACCARONE**  
COMMISSIONER

  
Michael Esposito  
Code Enforcement Bureau

ELM:ME: ml  
Enclosure





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

FORM 8002 (short version), FORM 8007 (long version)

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

THIS INDENTURE, made the 9th day of September, 2013,

BETWEEN

party of the first part, and

party of the second part,

WITNESSETH that the party of the first part, in consideration of Ten Dollars and No Cents (\$10.00) and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

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

Being the same premises conveyed by deed dated 6/28/96 and recorded on 7/5/96 in Liber 10668 Co. 534

Said premises known as 7 Sterling Ct., Plainview, NY.

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

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

premises;

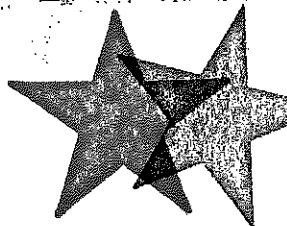
TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or

successors and assigns of the party of the second part forever.

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

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

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





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

*[Redacted signature]*

IN PRESENCE OF

*[Redacted signature]*

Acknowledgment by a Person Within New York State (RPLS 309-a)

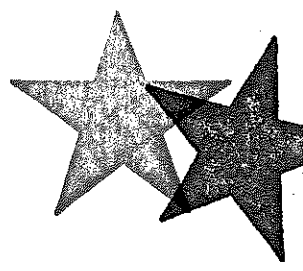
STATE OF NEW YORK  
COUNTY OF SUFFOLK

)  
) ss:  
)

On the 9th day of September in the year 2013 before me, the undersigned, personally appeared James D. Boncore and Joan V. Boncore, his wife, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that they executed the same in their capacity(ies), and that by their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

*[Signature]*  
(signature and office of individual taking acknowledgment)

NICHOLAS R. HAMAWAY  
Notary Public, State of New York  
No. 4942154  
Qualified in Nassau County





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

January 3, 2022

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

**FROM:** JOHN P. BISHOP, DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

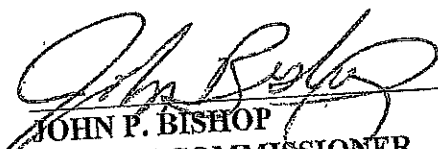
**SUBJECT:** 7 STERLING COURT, PLAINVIEW  
CLEAN-UP

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$2,956.80 for labor and \$8,683.10 for Pool pump out for a total amount of \$11,639.90.

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

  
JOHN P. BISHOP  
DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet

CLEAN-UP 7 STERLING COURT, PLAINVIEW TO P & D 84025







# MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Date Oct 12, 2021

Location (46-144-293) 7 STERLING CT PLAINVIEW 11803

Work Order # 84025

Labor Costs		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
Employee's Name						
GARY LEWIS, II	General Maintenance	02:30	\$35.83	00:00	0	\$89.57
VINCENT PADAVANO	General Maintenance	05:30	\$52.67	00:00	0	\$289.69
SEAN MCLAUGHLIN	General Maintenance	02:30	\$26.91	00:00	0	\$67.28
JAMES R ROMANO	General Maintenance	02:30	\$23.03	00:00	0	\$57.58
PERRY DIMARCO	General Maintenance	02:30	\$15.00	00:00	0	\$37.50
PETER K SELL	General Maintenance	02:30	\$20.27	00:00	0	\$50.68
Total Labor						\$592.30

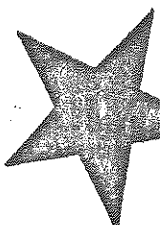
Tools/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU472	2020 FORD F250 PICK UP YELLOW	\$79.00	05:30	\$434.50
TD731	2016 INTER 4200 YW 6 WHEELER	\$131.00	02:30	\$327.50
TD732	TRUCK DUMP 2016 INTL 7300 YW (T141) 6 WHEELER	\$131.00	02:30	\$327.50
TD736	TRUCK DUMP 2016 DODGE RAM 3500 - POWER WAGON (T105)	\$105.00	02:30	\$262.50
TR202	TRAILER 2015 FELLI FT6T BL	\$105.00	02:30	\$262.50
Total Equipment				\$1614.50

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

**Grand Total \$2956.80**

Description of Work:  
CLEAN UP 7 STERLING COURT PL

Signature: Peter Brown  
Name: PETER BROWN  
Title: DIRECTOR OF HIGHWAY OPERATIONS  
Date: Oct 19, 2021







# Invoice

Date	Invoice #
10/20/2021	1048

Bill To
Town of Oyster Bay 74 Audrey Ave Oyster Bay, NY 11771

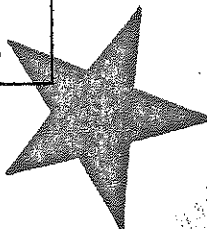
P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
	7 Sterling Court Plainview, NY SO # 9849		
3	10/14- Oversaw the removal of Pool water- Labor (1) man 3 hrs	105.00	315.00
	Subcontractor- Clear River Environmental- Removed and disposed of Pool water	7,969.40	7,969.40
	Subcontractor 5% markup	398.70	398.70

Please remit to:
<b>Pinnacle Pump and Tank, Corp.</b> 247 Pond Rd Bohemia, NY 11716

Total Due **\$8,683.10**

Questions email :  
[Tina@Pinnaclepumpandtank.com](mailto:Tina@Pinnaclepumpandtank.com)





Meeting of May 10, 2022

WHEREAS, pursuant to Sections 96-15 and 96-20 of the Code of the Town of Oyster Bay, the Department of Planning and Development, by its emergency powers, authorized the Highway Department to re-board up the dwelling located at, 11 Rave Street, Hicksville, New York 11801, also known as Section 46, Block 31, Lots 39, 40 and 56 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated March 23, 2022, pursuant to Section 96-19 of the Code of the Town of Oyster Bay, have requested that the cost of securing the premises on November 8, 2021, in the amount of \$874.68, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated March 23, 2022, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$874.68 may be assessed by the Legislature of the County of Nassau against the parcel known as 11 Rave Street, Hicksville, New York 11801, also known as Section 46, Block 31, Lots 39, 40 and 56 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

Reviewed By  
Office of Town Attorney

*Ralph P. Healey*

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Absent
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: March 23, 2022  
SUBJECT: Property Cleanup Assessment  
11 Rave Street, Hicksville, New York 11801  
Section 46, Block 31, Lots 39, 40, and 56

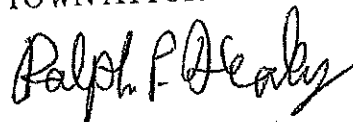
---

By the emergency powers granted to the Department of Planning and Development, the Highway Department re-boarded the premises located at 11 Rave Street, Hicksville, New York 11801, also known as Section 46, Block 31, Lots 39, 40 and 56 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated January 3, 2022, advised that the property was secured by a crew from the Highway Department on November 8, 2021. The cost incurred by the Town of Oyster Bay was \$874.68.

Pursuant to Section 96-19 of the Code of the Town of Oyster Bay, which allows the Town to be reimbursed for the cost of the work performed, the Highway Department has requested that the cost of said work be referred to the County of Nassau for placement on the Nassau County Tax Assessment Rolls.

Kindly place this matter on the Town Board Action Calendar.

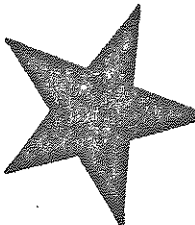
FRANK M. SCALERA  
TOWN ATTORNEY



Ralph P. Healey  
Special Counsel

RPH:aml  
Attachments

S:\Attys\aml\Cleanup MD&Reso\MD 11 Rave St Bdup 3.23.2022

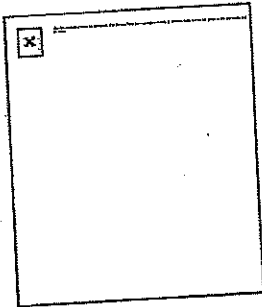




2022-8450

**Michael Esposito**

**From:** Public Safety Radio Room <psradioroom@oysterbay-ny.gov>  
**Sent:** Wednesday, November 24, 2021 9:17 AM  
**To:** Michael Esposito  
**Subject:** Public Safety: Incident Report  
**Importance:** High



**Town of Oyster Bay  
Public Safety**

**Incident Report**

This notice serves to inform of an Incident Report pertaining to a recent issue brought to the attention of your department. Please do not reply to this email.

**Date of Incident:** 10/21/2021

**Time of Incident:** 4:10 pm

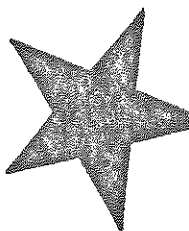
**Incident Number:** 22133

**Public Safety Officer:** McNamara, Kevin - 268

**Location of Incident:**  
House 11 Rave St Hicksville. 46, 31, 39

**Explanation of Incident:**  
Dangerous building, unsafe structure, conditions . At or about 1649 hrs police knocked on front door, 1652, male with broken English was informed all needed to vacate house. At or about 1937 hours the basement was checked, cleared & locked. At or about 1950 hours rear door closed & locked. At or about 2030 hours house checked, closed & locked. 2040 hours all exited site.

**Name, Address, Phone and D.O.B. of those Involved:**  
n/a





**Were the person(s) involved attending a sponsored event, part of an organized group, or a visitor? If so, what sponsored event or organized group?**

n/a

**Weather Condition at the time of incident:**

Mild, sunny, clear, dry.

**Name of person that inspected the area and detailed description of the area:**

n/a

**Name, Address, and Phone No. of Witnesses:**

n/a

**In the event of injuries, describe the nature of the injury and the location of the injury:**

n/a

**If medical attention was provided, who provided it and what type of medical attention was provided:**

n/a

**If person(s) were transported to a medical facility, which facility and who transported the aided:**

n/a

**List of all agencies at the scene other than TOB Public Safety:**

NCPD units 802, 1632, 801 1639, 842, 1718, Hicksville FD, TOB Employee Lewis, TOB PL463 1620 Becigaiapo, 1645 PC462 Jawysky, TOB TU052 RR9 1112 Giordano

**Additional Comments:**

NY Plate KRN5734, JHV 3806, JUA 1445, HXB 2005, HSA 6790, KJA 7063, KRH 7301 all vehicles that exited the property. Becigaiapo will return on Monday 10/25/21 at 9:00 hrs to allow people to remove property.



**Michael Esposito**

See 46, Belk <sup>31</sup> ~~31~~, lots 39-40+56

**From:** Michael Esposito  
**Sent:** Tuesday, December 21, 2021 3:52 PM  
**To:** Ken Bishop  
**Subject:** FW: Update to Incident from Public Safety  
**Importance:** High

Back up for 11 Rave Street Hicksville  
Michael

**From:** Timothy R. Zike <tzike@oysterbay-ny.gov>  
**Sent:** Monday, November 8, 2021 9:24 AM  
**To:** Michael Esposito <mesposito@oysterbay-ny.gov>  
**Cc:** John Bacigalupo <jbacigalupo@oysterbay-ny.gov>; Leslie Maccarone <lmaccarone@oysterbay-ny.gov>  
**Subject:** FW: Update to Incident from Public Safety  
**Importance:** High

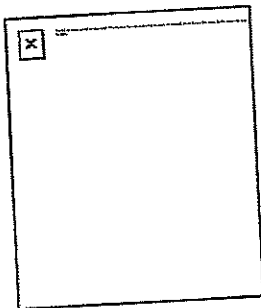
Mike,

Please follow-up.

Thank you.

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

**From:** Public Safety Radio Room <psradioroom@oysterbay-ny.gov>  
**Sent:** Sunday, November 7, 2021 8:05 PM  
**To:** Timothy R. Zike <tzike@oysterbay-ny.gov>  
**Subject:** Update to Incident from Public Safety  
**Importance:** High



**Notification of Incident**

**Town of Oyster Bay  
Public Safety**





This notice serves to inform you of an update to a recent issue which was brought to the attention of your Department. Please do not reply to this email.

Please review the following incident details:

**Status:** Closed

**Incident Date:** 2021-11-07

**Incident Number:** 22285

**Incident Type:** Door/Window Open/Building Unsecure

**Incident Details:** Entered on 11/07/2021 at 20:05:45 EST (GMT-0500) by PS Dispatch: PSO McNamara reports that upon passing 11 Rave Street in Hicksville he noticed a red Toyota Tundra Pickup Truck NY #HUA4887 and a useable bicycle in the driveway. He also noticed lights on in the house, with a front and rear window also open. This house was previously locked/closed by TOB Planning and Development/ Code Enforcement due to an immediate dangerous condition. (Incident Number 22133) DC Mangano was notified. NCPD 911 operator #678 notified and is sending units to investigate. NCPD 4248/821 on scene. NCPD reports that they believe persons are living in the house, but did not see anyone through the windows. NCPD also reports that the plates on the Toyota Pickup truck do not come back to that vehicle. Planning and Development to be notified via Footprints.

**Site:**

**Non-TOB Site Location:** 11 Rave Street, Hicksville, NY

**Caller Name:** N/A N/A

**Caller Phone Number:**

**Caller Address:**

**Resolution:** NCPD Requested

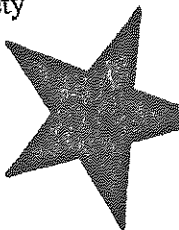
**Contacted Department:** Planning & Development

**Contacted Person:** Via Footprints

**Dispatcher:** Znack, Tom

**Assigned P.S.O.:** McNamara, Kevin - 268

If you require more information about the preceeding incident, or wish to contact the Public Safety Department with regard to this incident, please reference incident number 22285.





THIS INDENTURE, made on this 19th day of January, 2000

BETWEEN

party of the first part, and

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

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

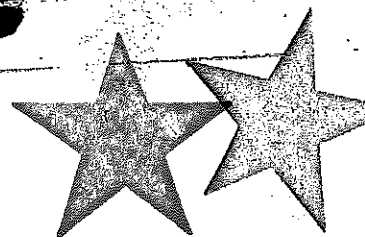
SEE SCHEDULE A ATTACHED HERETO

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

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

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

IN PRESENCE OF:





Amh

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

January 3, 2022

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

**FROM:** JOHN P. BISHOP, DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

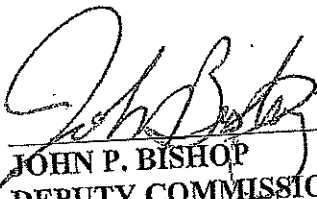
**SUBJECT:** 11 RAVE STREET, HICKSVILLE  
BOARD-UP

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$874.68.

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



**JOHN P. BISHOP  
DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT**

JPB/kjb

Enc. T & M sheet

BOARD - UP 11 RAVE STREET, HICKSVILLE TO P & D 89976







# MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (46-31-39) 11 RAVE ST HICKSVILLE 11801

Date Nov 8, 2021

Work Order # 89976


Labor Costs						
Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
ALBERT MAZLIAH	General Maintenance	01:00	\$25.03	00:00	0	\$25.03
Total Labor						\$25.03

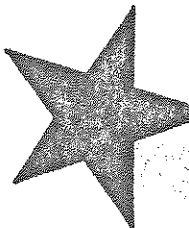
Tools/Vehicle					
Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost	
TU052	TRUCK UTILITY 2012 FORD F-350 YW (RR911)	\$79.00	01:00	\$79.00	
Total Equipment				\$79.00	

Materials					
Material	Cost Per Unit	Units	Line Cost		
Administrative Fee	\$750.00	1	\$750.00		
Plywood 4'X8'X1/2"	\$20.65	1	\$20.65		
Total Materials			\$770.65		

**Grand Total \$874.68**

Description of Work:  
BOARD UP 11 RAVE STREET HICKSVILLE

Signature:   
Name: PETER BROWN  
Title: DIRECTOR OF HIGHWAY OPERATIONS  
Date: Dec 28, 2021





Meeting of May 10, 2022

WHEREAS, pursuant to Sections 96-15 and 96-20 of the Code of the Town of Oyster Bay, the Department of Planning and Development, by its emergency powers, authorized the Highway Department to board up the dwelling located at, 18 Melissa Lane, Old Bethpage, New York 11804, also known as Section 47, Block 99, Lot 18 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated March 25, 2022, pursuant to Section 96-19 of the Code of the Town of Oyster Bay, have requested that the cost of securing the premises on January 5, 2022, in the amount of \$880.90, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated March 25, 2022, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$880.90 may be assessed by the Legislature of the County of Nassau against the parcel known as 18 Melissa Lane, Old Bethpage, New York 11804, also known as Section 47, Block 99, Lot 18 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

Reviewed By  
Office of Town Attorney  
Ralph P. Healey

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

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



296

## Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET  
FROM: Office of the Town Attorney  
DATE: March 25, 2022  
SUBJECT: Property Cleanup Assessment  
18 Melissa Lane, Old Bethpage, New York 11804  
Section 47 Block 99, Lot 18

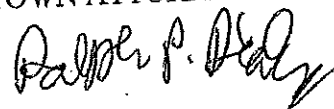
---

By the emergency powers granted to the Department of Planning and Development, the Highway Department board up the premises located at 18 Melissa Lane, Old Bethpage, New York 11804, also known as Section 47, Block 99, Lot 18 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated January 13, 2022, advised that the property was secured by a crew from the Highway Department on January 5, 2022. The cost incurred by the Town of Oyster Bay was \$880.90.

Pursuant to Section 96-19 of the Code of the Town of Oyster Bay, which allows the Town to be reimbursed for the cost of the work performed, the Highway Department has requested that the cost of said work be referred to the County of Nassau for placement on the Nassau County Tax Assessment Rolls.

Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA  
TOWN ATTORNEY



Ralph P. Healey  
Special Counsel

RPH:aml  
Attachments

S:\Attys\aml\Cleanup MD&Reso\MD 18 Melissa Ln Bdup 3.25.2022





Reviewed By  
Office of Town Attorney

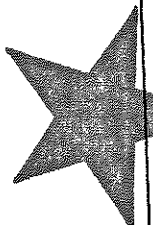
*Ralph P. Healey*

WHEREAS, pursuant to Sections 96-15 and 96-20 of the Code of the Town of Oyster Bay, the Department of Planning and Development, by its emergency powers, authorized the Highway Department to board up the dwelling located at, 18 Melissa Lane, Old Bethpage, New York 11804, also known as Section 47, Block 99, Lot 18 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated March 25, 2022, pursuant to Section 96-19 of the Code of the Town of Oyster Bay, have requested that the cost of securing the premises on January 5, 2022, in the amount of \$880.90, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated March 25, 2022, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$880.90 may be assessed by the Legislature of the County of Nassau against the parcel known as 18 Melissa Lane, Old Bethpage, New York 11804, also known as Section 47, Block 99, Lot 18 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -





2022-8453

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**Suzanne Collette**

**From:** Michael Esposito  
**Sent:** Thursday, January 6, 2022 1:08 PM  
**To:** Matthew Fernando; Suzanne Collette  
**Subject:** FW: 18 melissa lane old bethpage

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

---

**From:** Daniel Kornfeld  
**Sent:** Thursday, January 6, 2022 1:08:09 PM (UTC-05:00) Eastern Time (US & Canada)  
**To:** John Bishop  
**Cc:** Michael Esposito; Ken Bishop; Leslie Maccarone; Timothy R. Zike  
**Subject:** RE: 18 melissa lane old bethpage

He will receive the T & M and closed out Work order form.

**From:** John Bishop <[jbishop@oysterbay-ny.gov](mailto:jbishop@oysterbay-ny.gov)>  
**Sent:** Thursday, January 6, 2022 11:30 AM  
**To:** Daniel Kornfeld <[dkornfeld@oysterbay-ny.gov](mailto:dkornfeld@oysterbay-ny.gov)>  
**Cc:** Michael Esposito <[mesposito@oysterbay-ny.gov](mailto:mesposito@oysterbay-ny.gov)>; Ken Bishop <[kbishop@oysterbay-ny.gov](mailto:kbishop@oysterbay-ny.gov)>; Leslie Maccarone <[lmaccarone@oysterbay-ny.gov](mailto:lmaccarone@oysterbay-ny.gov)>; Timothy R. Zike <[tzike@oysterbay-ny.gov](mailto:tzike@oysterbay-ny.gov)>  
**Subject:** RE: 18 melissa lane old bethpage

Thank you

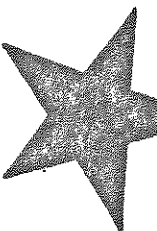
Please be sure the info is given to Ken Bishop for proper billing of time and materials

*John P. Bishop, Deputy Commissioner  
Town of Oyster Bay, Highway Department*

**From:** Daniel Kornfeld <[dkornfeld@oysterbay-ny.gov](mailto:dkornfeld@oysterbay-ny.gov)>  
**Sent:** Thursday, January 6, 2022 11:28 AM  
**To:** John Bishop <[jbishop@oysterbay-ny.gov](mailto:jbishop@oysterbay-ny.gov)>  
**Cc:** Michael Esposito <[mesposito@oysterbay-ny.gov](mailto:mesposito@oysterbay-ny.gov)>; Ken Bishop <[kbishop@oysterbay-ny.gov](mailto:kbishop@oysterbay-ny.gov)>; Leslie Maccarone <[lmaccarone@oysterbay-ny.gov](mailto:lmaccarone@oysterbay-ny.gov)>; Timothy R. Zike <[tzike@oysterbay-ny.gov](mailto:tzike@oysterbay-ny.gov)>  
**Subject:** RE: 18 melissa lane old bethpage

Albert was there yesterday. He replaced 2 Hasps , 1 lock and secured existing hasps and locks on the building.

**From:** John Bishop <[jbishop@oysterbay-ny.gov](mailto:jbishop@oysterbay-ny.gov)>  
**Sent:** Tuesday, January 4, 2022 2:27 PM  
**To:** Daniel Kornfeld <[dkornfeld@oysterbay-ny.gov](mailto:dkornfeld@oysterbay-ny.gov)>





Cc: Michael Esposito <mesposito@oysterbay-ny.gov>; Ken Bishop <kbishop@oysterbay-ny.gov>; Leslie Maccarone <lmaccarone@oysterbay-ny.gov>; Timothy R. Zike <tzike@oysterbay-ny.gov>  
Subject: Re: 18 melissa lane old bethpage

Thank you Dan

Sent from my iPhone

On Jan 4, 2022, at 1:55 PM, Daniel Kornfeld <dkornfeld@oysterbay-ny.gov> wrote:

10-4

From: Michael Esposito <mesposito@oysterbay-ny.gov>  
Sent: Tuesday, January 4, 2022 1:51 PM  
To: John Bishop <jbishop@oysterbay-ny.gov>; Daniel Kornfeld <dkornfeld@oysterbay-ny.gov>; Ken Bishop <kbishop@oysterbay-ny.gov>  
Cc: Leslie Maccarone <lmaccarone@oysterbay-ny.gov>; Timothy R. Zike <tzike@oysterbay-ny.gov>  
Subject: 18 melissa lane old bethpage

Guys  
Can Highway go and replace a hasp and a lock on the garage door. Tomorrow is fine

Thanks

*Michael G. Esposito*

Bureau Chief  
Code Enforcement Bureau  
Town of Oyster Bay  
74 Audrey Avenue  
Oyster Bay, New York 11771  
(516) 624-6237



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

January 13, 2022

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

**FROM:** JOHN P. BISHOP, DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

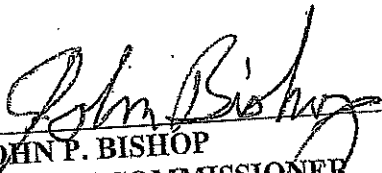
**SUBJECT:** 18 MELISSA LANE, OLD BETHPAGE  
BOARD-UP

---

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$880.90.

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

  
\_\_\_\_\_  
JOHN P. BISHOP  
DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet

*No Deed  
To Old*

CLEAN-UP 18 MELISSA LANE, OLD BETHPAGE TO P & D 90327







# MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (47-99-18) 18 MELISSA LN OLD BETHPAGE 11804

Date Jan 5, 2022

Work Order # 90327

## Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
ALBERT MAZLIAH	General Maintenance	01:00	\$25.03	00:00	0	\$25.03
Total Labor						\$25.03

## Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
TU052	TRUCK UTILITY 2012 FORD F-350 YW (RR911)	\$79.00	01:00	\$79.00
Total Equipment				\$79.00


## Materials

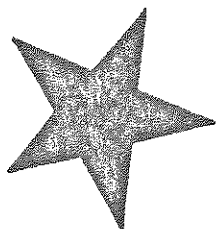
Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Hasps	\$7.24	2	\$14.48
Locks	\$12.39	1	\$12.39
Total Materials			\$776.87

**Grand Total \$880.90**

## Description of Work:

BOARD UP 18 MELISSA LANE BP

Signature:   
Name: PETER BROWN  
Title: DIRECTOR OF HIGHWAY OPERATIONS  
Date: Jan 11, 2022





Meeting of May 10, 2022

Resolution No 297-2022

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated September 30, 2021, authorized the Highway Department to clean up the premises located at 112 Willard Avenue, Farmingdale, New York 11735, also known as Section 48, Block 503, Lot 21 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated March 25, 2022, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on October 13, 2021, in the total amount of \$1,929.23, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated March 25, 2022, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,929.23 may be assessed by the Legislature of the County of Nassau against the parcel known as 112 Willard Avenue, Farmingdale, New York 11735, also known as Section 48, Block 503, Lot 21 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

Reviewed By  
Office of Town Attorney  
Ralph P. Healey

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

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



297

## Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: March 25, 2022

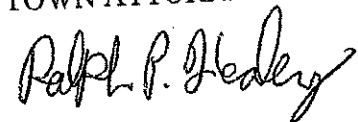
SUBJECT: Property Cleanup Assessment  
112 Willard Avenue, Farmingdale, New York 11735  
Section 48, Block 503, Lot 21

The Department of Planning and Development, by memorandum dated September 30, 2021, directed the Highway Department to clean the premises located at 112 Willard Avenue, Farmingdale, New York 11735, also known as Section 48, Block 503, Lot 21 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated October 19, 2021, advised that the property was cleaned by a crew from the Highway Department on October 13, 2021. The cost incurred by the Town of Oyster Bay was \$1,929.23.

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

Kindly place this matter on the Town Board Action Calendar.

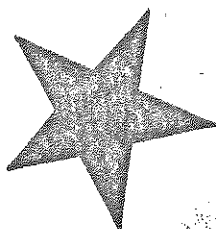
FRANK M. SCALERA  
TOWN ATTORNEY



Ralph P. Healey  
Special Counsel

RPH:aml  
Attachments

amlS:\Atty\RESOS 2022\MD 112 Willard Ave 3.25.2022.doc





WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated September 30, 2021, authorized the Highway Department to clean up the premises located at 112 Willard Avenue, Farmingdale, New York 11735, also known as Section 48, Block 503, Lot 21 on the Land and Tax Map of the County of Nassau; and

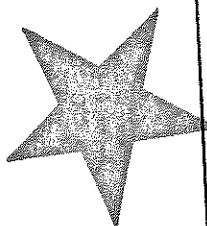
WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated March 25, 2022, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on October 13, 2021, in the total amount of \$1,929.23, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated March 25, 2022, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,929.23 may be assessed by the Legislature of the County of Nassau against the parcel known as 112 Willard Avenue, Farmingdale, New York 11735, also known as Section 48, Block 503, Lot 21 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

Reviewed By  
Office of Town Attorney

*Ralph P. Healey*





2022-8454

**TOWN OF OYSTER BAY**

**Inter-Departmental Memo**

September 30, 2021

**To:** JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY  
**From:** MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU  
**Through:** ELIZABETH L. MACCARONE: COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
**Subject:** 112 Willard Avenue, Farmingdale, New York 11735  
SBL: 48-503-21


Notice of Violation number 005445 & 005446 was issued to the owner of the above-referenced premises on 09/23/21 for property non-maintenance, in violation of Chapter 135, Section 52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

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

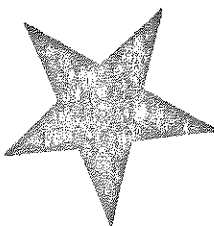
- Cut lawn on premises.
- Remove all litter and debris on premises.
- Board up house.

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

ELIZABETH L. MACCARONE  
COMMISSIONER

  
MICHAEL ESPOSITO  
CODE ENFORCEMENT BUREAU

ME: ml  
cc: Frank Scalera, Town Attorney







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

**ELIZABETH L. MACCARONE**  
COMMISSIONER

**TIMOTHY R. ZIKE**  
DEPUTY COMMISSIONER

**JAMES McCARTREY**  
DEPUTY COMMISSIONER

September 30, 2021

Joan Gross Calozza  
112 Willard Avenue  
Farmingdale, NY 11735


RE: PREMISES: 112 Willard Avenue, Farmingdale, New York 11735.  
SECTION 48 BLOCK 503 LOT 21

Dear Property Owner:

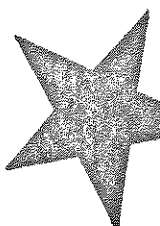
Inspections of the above-referenced property have revealed that the premises has not been maintained in accordance with the provisions of Chapter 135, Section 52 of the Code of the Town of Oyster Bay, based in part from the overgrown grass and weeds on the property.

Please be advised that Notice of Violation Number 005445 & 005446 (copies attached) has been served on 09/23/21. As of this date, the violation has not been rectified and the conditions at the premises continue to endanger the health, safety and welfare of the residents of the Town of Oyster Bay. Please be further advised that I have directed the Highway Department to perform the necessary maintenance, and to take all the necessary steps to recover from you the costs.

Very truly yours,  
**ELIZABETH L. MACCARONE**  
COMMISSIONER

  
Michael Esposito  
Code Enforcement Bureau

ELM:ME:ml  
Enclosure





AmL

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

October 19, 2021

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

**FROM:** JOHN P. BISHOP, DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

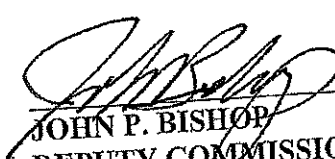
**SUBJECT:** 112 WILLARD AVENUE, FARMINGDALE  
CLEAN-UP

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,929.23.

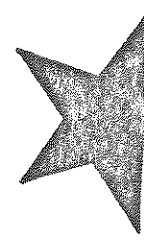
If you have any questions pertaining to the above subject, please feel free to contact John P. Bishop at 677-5804.

  
JOHN P. BISHOP  
DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet

CLEAN - UP 112 WILLARD AVENUE, FARMINGDALE TO P & D 87815







# MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Date Oct 13, 2021

Location (48-503-21) 112 WILLARD AVE FARMINGDALE 11735

Work Order #A87815

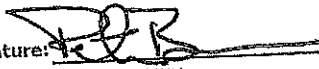
Labor Costs		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
Employee's Name						
PATRICK PETERS	General Maintenance	01:30	\$32.79	00:00	0	\$49.19
PHILIP BADOME	General Maintenance	01:30	\$30.70	00:00	0	\$46.05
KEITH GALEOTTI	General Maintenance	01:30	\$30.26	00:00	0	\$45.39
ANTHONY ORLOWSKI	General Maintenance	01:30	\$23.78	00:00	0	\$35.67
TIMUR YILMAZ	General Maintenance	01:30	\$37.83	00:00	0	\$56.75
ANTHONY MODAFFERI	General Maintenance	01:30	\$21.80	00:00	0	\$32.70
CHRISTOPHER CASTILLO	General Maintenance	01:30	\$22.83	00:00	0	\$34.25
PHILIP J MARCHESE	General Maintenance	01:30	\$15.00	00:00	0	\$22.50
Total Labor						\$322.50

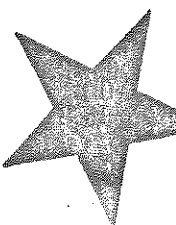
Tools/Vehicle		Description	Rate per Hour	Hours	Line Cost
Tool/Vehicle					
PU461		PICK UP 2020 FORD F350 YW	\$79.00	01:30	\$118.50
TD692		TRUCK DUMP 2010 FORD F-350 YW (T-215) - Power Wagons	\$105.00	01:30	\$157.50
TD728		POWER WAGON 2015 T-245	\$105.00	01:30	\$157.50
TD730		6 WHEELER 2015 LIC AM8533	\$131.00	01:30	\$196.50
TD748		2019 INT 7300 6 WHEELER YW	\$131.00	01:30	\$196.50
Total Equipment					\$826.50

Materials		Material	Cost Per Unit	Units	Line Cost
		Administrative Fee	\$750.00	1	\$750.00
		Tipping Fee (per ton)	\$88.92	0.34	\$30.23
Total Materials					\$780.23

**Grand Total \$1929.23**

Description of Work:  
CLEAN UP 112 WILLARD AVENUE FARMINGDALE

Signature:   
Name: PETER BROWN  
Title: DIRECTOR OF HIGHWAY OPERATIONS  
Date: Oct 21, 2021





Meeting of May 10, 2022

Resolution No 298-2022

WHEREAS, pursuant to Sections 96-15 and 96-20 of the Code of the Town of Oyster Bay, the Department of Planning and Development, by its emergency powers, authorized the Highway Department to clean up the property located at 4699 Merrick Road, Massapequa, New York 11758 also known as Section 57, Block 222, Lot 19 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated March 26, 2022, pursuant to Section 96-19 of the Code of the Town of Oyster Bay, have requested that the cost of securing the premises on June 15, 2021, in the amount of \$1,473.95, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated March 26, 2022, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,473.95 may be assessed by the Legislature of the County of Nassau against the parcel known as 4699 Merrick Road, Massapequa, New York 11758, also known as Section 57, Block 222, Lot 19 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

Reviewed By  
Office of Town Attorney  
Ralph P. Healey



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

TO: MEMORANDUM DOCKET  
FROM: Office of the Town Attorney  
DATE: March 26, 2022  
SUBJECT: Property Cleanup Assessment  
4699 Merrick Road, Massapequa, New York 11758  
Section 57, Block 222, Lot 19

The Department of Planning and Development, by memorandum dated June 9, 2021, directed the Highway Department to clean the premises located at 4699 Merrick Road, Massapequa, New York 11758, also known as Section 57, Block 222, Lot 19 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated June 21, 2021, advised that the property was cleaned by a crew from the Highway Department on June 15, 2021. The cost incurred by the Town of Oyster Bay was \$1,473.95.

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

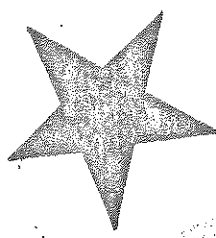
Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA  
TOWN ATTORNEY

*Ralph P. Healey*  
Ralph P. Healey  
Special Counsel

RPH:aml  
Attachments

amlS:Atty\RESOS 2022\MD 4699 Merrick Rd 3.26.2022.doc





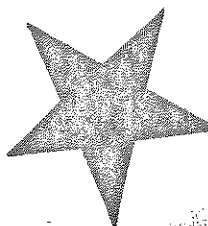
WHEREAS, pursuant to Sections 96-15 and 96-20 of the Code of the Town of Oyster Bay, the Department of Planning and Development, by its emergency powers, authorized the Highway Department to clean up the property located at 4699 Merrick Road, Massapequa, New York 11758 also known as Section 57, Block 222, Lot 19 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated March 26, 2022, pursuant to Section 96-19 of the Code of the Town of Oyster Bay, have requested that the cost of securing the premises on June 15, 2021, in the amount of \$1,473.95, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated March 26, 2022, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,473.95 may be assessed by the Legislature of the County of Nassau against the parcel known as 4699 Merrick Road, Massapequa, New York 11758, also known as Section 57, Block 222, Lot 19 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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





2022-8521

# TOWN OF OYSTER BAY

## Inter Departmental Memo

June 9, 2021

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY  
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU  
Through: ELIZABETH L. MACCARONE: COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
Subject: 4699 Merrick Road, Massapequa, New York 11758  
SBL: 57-222-19

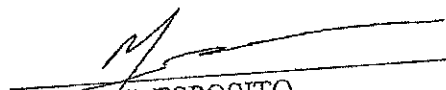
Notice of Violation number 04582 was issued to the owner of the above-referenced premises on 06/02/21 for property non-maintenance, in violation of Chapter 135, Section 52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

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

- Cut all vegetation on premises.

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

ELIZABETH L. MACCARONE  
COMMISSIONER  
BY:

  
MICHAEL ESPOSITO  
CODE ENFORCEMENT BUREAU

ME: ml  
cc: Frank Scalera, Town Attorney  
cc: Andrew Preston, Esq., BRFH&D Attorneys-at-Law







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

**ELIZABETH L. MACCARONE**  
COMMISSIONER

**TIMOTHY R. ZIKE**  
DEPUTY COMMISSIONER

**JAMES McCaffrey**  
DEPUTY COMMISSIONER

June 9, 2021

Barbara Kern  
4699 Merrick Road  
Massapequa, NY 11758

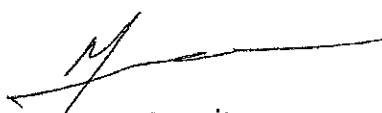
RE: PREMISES: 4699 Merrick Road, Massapequa, New York 11758  
SECTION 57 BLOCK 222 LOT 19


Dear Property Owner:

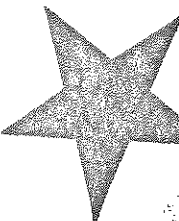
Inspections of the above-referenced property have revealed that the premises has not been maintained in accordance with the provisions of Chapter 135, Section 52 of the Code of the Town of Oyster Bay, based in part from the overgrown grass and weeds on the property.

Please be advised that N.O.V. Number 04582 (copy attached) has been served on 06/02/21. As of this date, the violation has not been rectified and the conditions at the premises continue to endanger the health, safety and welfare of the residents of the Town of Oyster Bay. Please be further advised that I have directed the Highway Department to perform the necessary maintenance, and to take all the necessary steps to recover from you the costs.

Very truly yours,  
**ELIZABETH L. MACCARONE**  
COMMISSIONER

  
Michael Esposito  
Code Enforcement Bureau

  
ELM:ME: ml  
Enclosure





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

June 21, 2021

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

**FROM:** JOHN P. BISHOP, DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT


**SUBJECT:** 4699 MERRICK ROAD, MASSAPEQUA  
CLEAN-UP

2021 JUN 21 10:00 AM  
TOWN OF OYSTER BAY

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,473.95.

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

  
JOHN P. BISHOP  
DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet

CLEAN - UP 4699 MERRICK ROAD, MASSAPEQUA TO P & D







# MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (57-222-19) 4699 MERRICK RD MASSAPEQUA 11758

Date Jun 15, 2021

Work Order # 84219

## Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
PATRICK PETERS	General Maintenance	01:00	\$31.12	00:00	0	\$31.12
DONALD CHANDLER	General Maintenance	01:00	\$48.26	00:00	0	\$48.26
GIACOMO GRANDINE	General Maintenance	01:00	\$56.01	00:00	0	\$56.01
ERIC PETERS	General Maintenance	01:00	\$32.49	00:00	0	\$32.49
ANTHONY MODAFFERI	General Maintenance	01:00	\$21.80	00:00	0	\$21.80
PABLO BAEZ	General Maintenance	01:00	\$20.27	00:00	0	\$20.27
Total Labor						\$209.95

## Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU409	PICK UP 2011 FORD F250 TAN (11 / 007)	\$79.00	01:00	\$79.00
PU471	2020 FORD F 250 PICK UP YW	\$79.00	01:00	\$79.00
TD694	TRUCK DUMP 2011 INTER 7400 YW (T209 / T-209) -10 Wheeler	\$93.00	01:00	\$93.00
TD703	TRUCK DUMP 2011 FORD F350 YELLO (T-195) - Power Wagons	\$105.00	01:00	\$105.00
TD090	TRACTOR 2001 NEHO TN65 BLUE (LT-3 / LT3)	\$158.00	01:00	\$158.00
Total Equipment				\$514.00

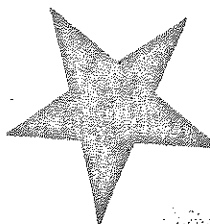
## Materials

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

**Grand Total \$1473.95**

Description of Work:  
CLEAN UP 4699 MERRICK ROAD MS

Signature: Peter Brown  
Name: PETER BROWN  
Title: DIRECTOR OF HIGHWAY OPERATIONS  
Date: Jun 17, 2021





Meeting of May 10, 2022

Reviewed By  
Office of Town Attorney

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated April 1, 2022, advised that Anthony Weber, PE, Senior Associate, LiRo Engineers, Inc. ("LiRo"), by letter dated March 15, 2022, made a final review of the work performed under Contract No. DPW19-185R, Lake Ave C.V.M. Building Extension, and has certified that the Contractor, S.J. Hoerning Construction, Inc., has complied with all of the requirements of the Contract, and said Commissioner, Department of Public Works/Highway, concurs with LiRo that this Contract be accepted as having been completed, and that final payment be made to the Contractor; and

WHEREAS, final construction costs were in the amount of \$1,308,687.04; and

WHEREAS, Commissioner Lenz by said memoranda, recommended Town Board authorization for an extension of time for completion of said contract, due to a widened scope of work imposed by the Nassau County Fire Marshal, by necessary design changes, and by supply delays attributable to the pandemic, necessitating a delay of the completion date of actual work on this contract from May 8, 2021 to February 17, 2022, at no additional cost to the Town; and

WHEREAS, the Department of Public Works, Division of CVM, by memorandum dated March 28, 2022, concurs with the recommendation of final acceptance of this project; and

WHEREAS, the Office of the Town Attorney and the Office of the Comptroller, by memoranda dated March 23, 2022 and March 21, 2022, respectively, have stated that there are no legal obstacles or financial encumbrances of record that would necessitate the withholding of final acceptance of this Contract,

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth, that Contract No. DPW19-185R be accepted as being complete at a final construction cost of \$1,308,687.04, and that the completion date of the project be extended to February 17, 2022, are hereby accepted, and the Office of the Comptroller is hereby authorized and directed to make final payment for same to S.J. Hoerning Construction, Inc. in accordance with the applicable terms and provisions of the Contract, after the customary review of the engineer's certificate, upon presentation of a duly certified claim, after audit.

-#-

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

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



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

April 1, 2022

TO: MEMORANDUM DOCKET

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

SUBJECT: EXTENSION OF TIME, ACCEPTANCE & FINAL PAYMENT  
LAKE AVE C.V.M. BUILDING EXTENSION  
CONTRACT NO. DPW19-185R

Attached is a copy of a letter dated March 11, 2022 from LiRo Engineers, Inc. recommending an extension of time be granted to S.J. Hoerning Construction, Inc. for this project, at no additional cost to the Town.

The original contract completion date was November 10, 2020 however due to a widened scope of work, as explained in the attached letter by LiRo Engineers, Inc., it was necessary to increase the contract length by (222) calendar days.

Also attached herewith are:


1. A letter dated March 15, 2022 from LiRo Engineers, Inc. recommending final acceptance by the Town of Oyster Bay.
2. The consultant's final engineer's certificate dated March 15, 2022.
3. A statement from the Town Attorney's office indicating that there are no legal hindrances.
4. A statement from the Town Comptroller indicating that there are no financial hindrances which would delay the acceptance of this contract.
5. A statement from the Division Head of C.V.M that concurs with final acceptance.

Work under this contract was directed to proceed as of November 10, 2020. The contract was to be completed within 180 calendar days on May 8, 2021 with the completion of actual work on February 17, 2022.

Final construction costs amount to \$1,308,687.04.

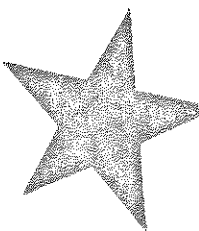
The Office of the Inspector General has reviewed the Contract and the proposed vendors' disclosure questionnaire and is satisfied that the Procurement Policy has been fulfilled.

Therefore, we request the Town Board authorize, by resolution, an extension of time and we hereby concur with LiRo Engineers, Inc. that this project be accepted as being completed and that all final payments be made to the contractor after the customary review of the engineer's certificate and claim by the Comptroller.

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

RWL/CMR/BK/nm  
Attachments

cc: Steven C. Ballas, Comptroller  
Mike Cipriano, Division Head/CVM  
Eric Tuman, Commissioner/General Services  
DPW19-185R Final Acceptance & Extension of Time







**The LiRo Group**

Three Aerial Way, Syosset, NY 11791 Telephone 516.938.5476 Facsimile 516.937.5421 www.liro.com

March 11, 2022

Town of Oyster Bay  
150 Miller Place  
Syosset, NY 11791

Attention : Richard W. Lenz, P.E.  
Commissioner

Re: Lake Avenue C.V.M. Building Extension  
Contract No. DPW19-185R\_Request for Extension of Time

Dear Commissioner Lenz,

LiRo Engineers, Inc., for the referenced project recommends an extension of time altering the Contract Completion Date from July 10, 2021, to February 17, 2022 (222 ccds) for numerous reasons outlined below.

- Changes to the fire detection system to address a plan rejection notice from the Office of the Fire Marshal dated June 9, 2021. These mandated additions came after the Fire Marshal had already accepted the initial proposed design. A change order to address the recommendation of the Fire Marshal and to bring the fire system up to code, was approved.
- Design changes that increased the original scope of work, were approved under several change orders. These several additions to the contract added to delays in completing the project.
- An impact seen worldwide due to the Covid 19 pandemic, has resulted in challenges for manufactures supply chains. Impacts to the manufacturing process, shipping, and distribution of products has led to substantial delays. This project was significantly impacted by manufacturing delays of lube/cubes and fire alarm components. An extension of completion date is warranted for these delays.

In summary, LiRo recommends **approval for an Extension of Time for Contract DPW19-185R, for 222 ccd's**, based on the above reasons above. This extension will alter the Contract Completion Date from July 10, 2021 to **February 17, 2022**.

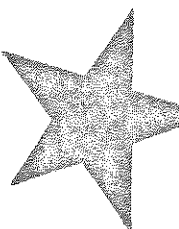
If you have any questions regarding this matter, please do not hesitate to call.

Very truly yours,  
LiRo ENGINEERS, INC.

Anthony Weber, PE  
Senior Associate

cc: Brian Kunzig

Integrated Construction, Design, and Technology Solutions







**The LiRo Group**

Three Aerial Way, Syosset, NY 11791 Telephone 516.938.5476 Facsimile 516.937.5421 www.liro.com

March 15, 2022

Town of Oyster Bay  
150 Miller Place  
Syosset, NY 11791

Attention : Richard W. Lenz, P.E.  
Commissioner

Re: Lake Avenue C.V.M. Building Extension  
Contract No. DPW19-185R\_Final Acceptance

Dear Commissioner Lenz,

LiRo Engineers, Inc. has performed a final inspection of the Lake Avenue C.V.M. Building Extension under this contract. All punch list items have been satisfactorily completed by the contractor. LiRo Engineers inspection indicates that the work was constructed in accordance with the approved plans and specifications.

Enclosed find a copy of the Maintenance Bond provided by Colonial Surety Company for the one-year maintenance period.

The contract duration was originally 180 calendar days to complete the work. The start of construction was scheduled for November 10, 2020. A discontinuance was approved starting February 1, 2021, with work resuming on April 5, 2021, and to be completed on July 10, 2021. A request for extension, for 222 calendar days was recommended, extending the Contract Completion Date to February 17, 2022.

The original contract amount was \$1,299,000.00. During construction unforeseen conditions were encountered which required change orders in the amount of \$9,687.04. Therefore, the total construction cost, including change orders, on this contract is \$1,308,687.04. This office recommends that the Town of Oyster Bay accept this job as final.

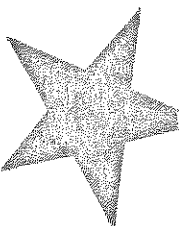
If you have any questions regarding this matter, please do not hesitate to call.

Very truly yours,  
LiRo ENGINEERS, INC.

Anthony Weber, PE  
Senior Associate

cc: Brian Kunzig

Integrated Construction, Design, and Technology Solutions





# APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702

TO OWNER: Town of Oyster Bay  
74 Audrey Avenue  
4th Floor  
Oyster Bay, NY 11771

PROJECT: LAKE AVENUE C.V.M.  
BUILDING EXTENSION  
NASSAU COUNTY, NY

APPLICATION NO.: 11 Distribution to: 2/17/2022 ☐ OWNER  
PERIOD TO: DPW19-185 ☐ ARCHITECT  
PROJECT NOS.: ☐ CONTRACTOR

CONTRACT DATE: 10/06/2020 ☐

FROM CONTRACTOR: S.J. HOERNING CONSTRUCTION INC.  
1471 FIFTH AVE  
BAY SHORE, NY 11706

VIA ARCHITECT: LIRO ENGINEERS, INC.  
235 EAST JERICHO TURNPIKE  
MINEOLA, NY 11501  
516.746.2350

CONTRACT FOR: The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: S.J. HOERNING CONSTRUCTION INC. By: [Signature] Date: 2/17/2022

State of: New York  
County of: Suffolk  
Subscribed and sworn to before Brian Hoerning Notary Public, State of New York  
me this 11<sup>th</sup> day of March 2022 Registration No. 01KE1423003  
Commission Expires January 10, 2026

Notary Public: Ruth B. Kettell  
My Commission expires: 1/18/2026

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 69,234.37  
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: [Signature] Date: 3-15-22  
By: [Signature]  
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

G702-1992

### CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 1,299,000.00
2. Net change by Change Orders \$ 9,687.04
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,308,687.04
4. TOTAL COMPLETED & STORED TO DATE \$ 1,308,687.04
5. RETAINAGE:  
a. 0.00 % of Completed Work \$ 0.00  
b. 0.00 % of Stored Material \$ 0.00  
Total Retainage (Line 5a + 5b or Total in Column 1 of G703) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE \$ 1,308,687.04

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 1,239,452.67

8. CURRENT PAYMENT DUE \$ 69,234.37

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	9,687.04	0.00
Total approved this Month	0.00	0.00
TOTALS	9,687.04	0.00
NET CHANGES by Change Order	9,687.04	

NET CHANGES by Change Order 9,687.04



JT  
BK

TOWN OF OYSTER BAY  
Inter-Departmental Memo

TO: JOHN TASSONE  
DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS/HIGHWAY

FROM: PAUL S. EHRLICH  
DEPUTY TOWN ATTORNEY

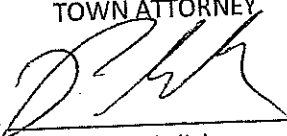
DATE: MARCH 23, 2022

SUBJECT: FINAL ACCEPTANCE  
LAKE AVENUE C.V.M. BUILDING EXTENSION  
CONTRACT NO. DPW19-185R

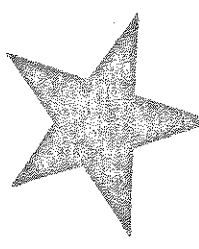
In reply to your memorandum of March 17, 2022, please be advised that the records of this office disclose no pending litigation or other obstacles which would prevent the final acceptance of the above-referenced Contract.

By copy of this memorandum, the contractor, SJ Hoerning Construction, Inc.'s Maintenance Bond CSC-227002M is being forwarded to the Town Clerk. We have reviewed the Maintenance Bond and have approved same as to form.

FRANK M. SCALERA, ESQ.  
TOWN ATTORNEY

By:   
Paul S. Ehrlich  
Deputy Town Attorney

Cc: Comptroller  
Town Clerk (with Bond)






IT  
BIC

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

**TO: RICHARD W. LENZ, COMMISSIONER OF PUBLIC WORKS/HIGHWAY**  
**FROM: STEVEN C. BALLAS, COMPTROLLER**  
**DATE: MARCH 21, 2022**  
**SUBJECT: FINAL ACCEPTANCE - LAKE AVENUE C.V.M. BUILDING EXTENSION -**  
**CONTRACT NO DPW 19-185R**

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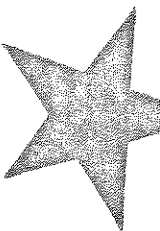
In response to your memo dated March 17, 2022, copy enclosed, please be advised that there are no financial hindrances that would delay the acceptance of this contract.

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

Enclosure

SCB/jjb:mj

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





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

March 28, 2022

**TO:** JOHN C. TASSONE, DEPUTY COMMISSIONER DPW

**FROM:** MIKE CIPRIANO, DIVISION HEAD OF CVM  
DEPARTMENT OF PUBLIC WORKS

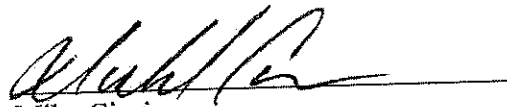
**SUBJECT:** FINAL ACCEPTANCE  
LAKE AVE C.V.M. BUILDING EXTENSION  
CONTRACT NO: DPW19-185R

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The Division of CVM is in receipt of the above referenced subject.

The Division of CVM concurs with your final acceptance of the above and therefore, offers no further recommendations.

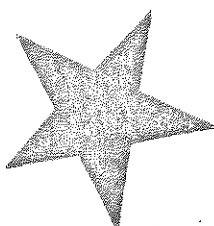
If you have any further inquiries regarding the above, please feel free to contact our office at ext. 5734.

  
Mike Cipriano  
Division Head CVM

MC/rt

c: Rob Tassone, Store Keeper I

Final acceptance Lake Ave





**COLONIAL SURETY COMPANY**  
- Inc. 1930 -

123 Tice Boulevard  
Woodcliff Lake, NJ 07677  
201-573-8788

BOND NUMBER: CSC-227002M

**MAINTENANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

That S.J. Hoerning Construction, Inc., Bayshore, NY  
as Principal, and COLONIAL SURETY COMPANY, as Surety, are held and firmly bound unto  
Town of Oyster Bay, Nassau County, State of New York, Oyster Bay, NY 11771  
as Oblige, in the full and just sum in the amount of  
One Million Three Hundred Eight Thousand Six Hundred Eighty Seven Dollars And Four Cents Dollars  
(\$1,308,687.04).

lawful money of the United States, to the payment of which sum, well and truly to be made, the  
Principal and Surety bind themselves, their and each of their heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a written contract dated August 18th, 2020  
with the Oblige for

**LAKE AVENUE C.V.M. BUILDING EXTENSION**

WHEREAS, said contract provides that the Principal will furnish a bond conditioned to guarantee for  
the period of 1 year after approval of the final estimate on said job, by the owner, against all defects in  
workmanship and materials which may become apparent during said period.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal  
shall indemnify the Oblige for all loss that the Oblige may sustain by reason of any defective  
materials or workmanship which become apparent during the aforesaid period, then this obligation  
shall be void, otherwise to remain in full force and effect.

Signed and sealed this 24th day of February, 2022.

(Witness)

Angela Hognasser

S.J. Hoerning Construction, Inc.

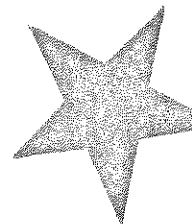
By [Signature] (Seal)  
(Principal)

COLONIAL SURETY COMPANY

By [Signature] (Seal)  
Attorney-in-Fact  
Philip Shepard

Reviewed By  
Office of Town Attorney

[Signature]





# COLONIAL SURETY COMPANY

Duncannon, Pennsylvania  
Administrative Office: 123 Tice Blvd., Suite 250, Woodcliff Lake, New Jersey 07677

## GENERAL POWER OF ATTORNEY

Know all Men by These Presents, That COLONIAL SURETY COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania and having an administrative office in Woodcliff Lake, Bergen County, NJ does by these presents make, constitute and appoint Wayne Nunziata or Philip Shepard of Woodcliff Lake and the State of New Jersey its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver.

### Any and All Bonds

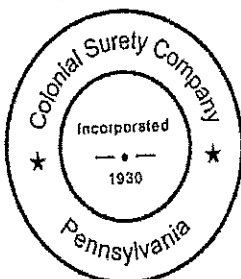
and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of the Colonial Surety Company at a meeting held on the 25th day of July, 1950.

"Be it Resolved, that the President, any Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

"Section 1. Attorney-in-Fact. Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed."

"In Witness Whereof, Colonial Surety Company has caused these presents to be signed by its President and its corporate seal to be hereto affixed the 25th day of February, A.D., 2021.

State of New Jersey }  
County of Bergen } SS.



By Wayne Nunziata  
Wayne Nunziata, President

On this 25th day of February, in the year 2021, before me  
Theresa Spinelli, a notary public, personally appeared  
Wayne Nunziata, personally known to me to be the person who  
executed the within instrument as President, on behalf of the corporation therein named and  
acknowledged to me that the corporation executed it.



THERESA SPINELLI  
A Notary Public of New Jersey  
My Commission Expires September 9, 2025

Theresa Spinelli  
Theresa Spinelli Notary Public

I, the undersigned President of Colonial Surety Company, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in force and effect.

GIVEN under my hand and the seal of said Company, at Woodcliff Lake, New Jersey this 24 day of February, 20 22

Original printed with Blue and/or Black ink.  
For verification of the authenticity of this Power of Attorney you may call (201) 573-8788 and ask for the Power of Attorney clerk. Please refer to the above named individual(s) and details of the bond to which the power is attached.

Wayne Nunziata  
Wayne Nunziata, President



**State of New Jersey**

**County of Bergen**

On this 24<sup>th</sup> day of February, 2022 before me, Ursula Jakubiak, a Notary Public, personally came Philip Shepard, known to me to be the Attorney-in-Fact of Colonial Surety Company, the corporation described in the within instrument, and I acknowledge that he executed the within instrument as the act of said Colonial Surety Company in accordance with authority duly conferred upon him by said Company.

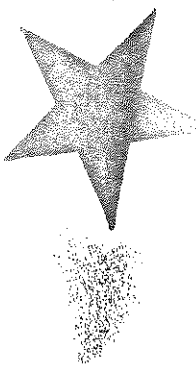
**Ursula Jakubiak**

**Notary Public of New Jersey**

**My Commission Expires March 8, 2026**



**Ursula Jakubiak, Notary Public**





Corporate Acknowledgement

State of NY

County of Suffolk

On this 25th day of February, in the year 2022, before me, Ruth Kettella a Notary Public, personally came Brian Hoerning, known to me to be Vice President of S.J. Hoerning Construction Inc., the corporation described in the within instrument, and I acknowledge that he/she executed the within instrument as the act of said Vice President in accordance with authority duly conferred upon his/her by said Company.

Ruth B. Kettell

Notary Public

**RUTH B. KETTEL**  
Notary Public, State of New York  
Registration No. 01KE6428323  
Commission Expires January 18, 2026





**Balance Sheet as at December 31, 2020**

\*Bonds and stocks are valued on basis approved by National Association of Insurance Commissioners.


STATE OF NEW JERSEY }  
COUNTY OF BERGEN }  
SS.: }

I, Wayne Nunziata, President of Colonial Surety Company, do hereby certify that the foregoing is a full, true and correct copy of the Financial Statement of said Company, as of December 31, 2020.

IN WITNESS WHEREOF, I have signed this statement at Woodcliff Lake, New Jersey, this 25th day of March, 2021.



**THERESA SPINELLI**  
A Notary Public of New Jersey  
My Commission Expires September 9, 2025

  
Wayne Nunziata President

Theresa Spinelli





## TOWN OF OYSTER BAY

## Inter-Departmental Memo

TO: Memorandum Docket

FROM: Louis G. Savinetti, Commissioner  
Department of Environmental Resources

DATE: March 30, 2022

SUBJECT: Hempstead Harbor Protection Committee (HHPC);  
Town of Oyster Bay's Annual Contribution for 2022

---

On May 14, 2007, the Town of Oyster Bay entered an Inter-Municipal Agreement to become an active member of the Hempstead Harbor Protection Committee, an inter-municipal organization that works to improve and protect the water quality of Hempstead Harbor. The committee is funded by the several municipalities either adjacent to, having regulatory oversight and/or management of the harbor. Funds are provided for the implementation of the Water Quality Improvement Plan, the Harbor Management Plan, the EPA Phase II Storm Water measurable goals, and the necessary local match required for various state and federal grants.

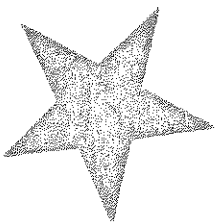
The Department of Environmental Resources respectfully requests the Town Board to direct the Comptroller's Office to pay the 2022 HHPC dues, in the amount of \$10,900 as submitted in the attached invoice. Funds for this membership are available in account DER A 8090 44900 000 0000 for this purpose.

  
Louis G. Savinetti  
Commissioner

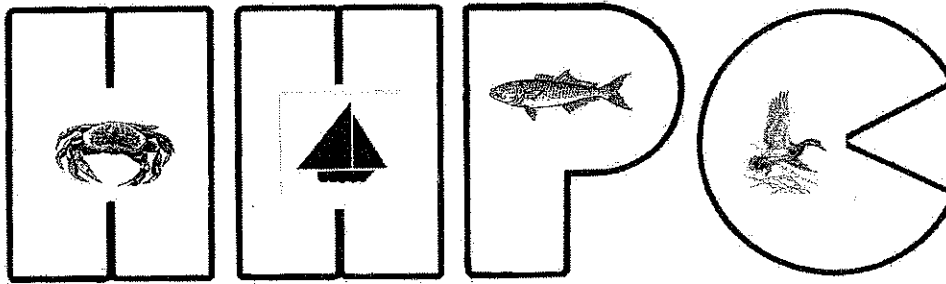
LGS:ca

Attachments

cc: Steven C. Ballas, Deputy Comptroller, Office of the Comptroller







**Hempstead  
Harbor  
Protection  
Committee**

[www.HempsteadHarbor.org](http://www.HempsteadHarbor.org)

An Inter-municipal Watershed Protection Committee of the County of Nassau, the Towns of North Hempstead and Oyster Bay, the City of Glen Cove, and the Villages of Sea Cliff, Roslyn Harbor, Roslyn, Flower Hill and Sands Point

*"Alone we can do so little; together we can do so much." - Helen Keller*

March 17, 2022

Commissioner Louis Savinetti  
Town of Oyster Bay  
Department of Environmental Resources  
29 Spring Street  
Oyster Bay, New York 11771

RE: Year 2022 Committee Program Support

Dear Commissioner Savinetti:

In accordance with the procedures outlined in the Hempstead Harbor Protection Committee Inter-Municipal Agreement, I have prepared and enclosed an invoice / claim form which covers your municipality's Year 2022 Committee Program Support contribution to the Hempstead Harbor Protection Committee.

Timely receipt of your annual dues is particularly important so that we can meet our financial obligations and continue our efforts on behalf of our member municipalities. Thank you as always for your continued support.

If you should have any questions, please feel free to contact me at (516) 922-1010.

Sincerely,

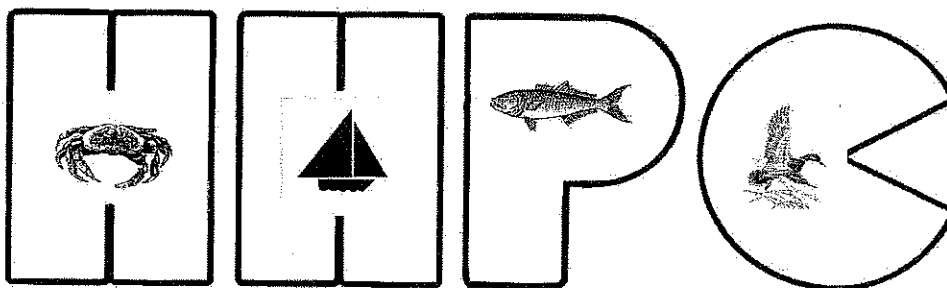
Eric Swenson  
Executive Director

*Copy to: Tom Powell, Chair  
Steve Koester, HHPC Representative*

Our efforts would not be possible without the assistance of the NYS Dept. of State, the NYS Dept. of Environmental Conservation, the United Civic Council of Glen Head and Glenwood Landing, NY Sea Grant, the Coalition to Save Hempstead Harbor and the Glenwood / Glen Head Civic Association

29 Spring Street, Oyster Bay, NY 11771 Phone: (516) 677-5921 Fax: (516) 677-5730  
e-mail: [HempsteadHarbor@gmail.com](mailto:HempsteadHarbor@gmail.com)





**Hempstead  
Harbor  
Protection  
Committee**  
[www.HempsteadHarbor.org](http://www.HempsteadHarbor.org)

An Inter-municipal Watershed Protection Committee of the County of Nassau, the Towns of North Hempstead and Oyster Bay, the City of Glen Cove, and the Villages of Sea Cliff, Roslyn Harbor, Roslyn, Flower Hill and Sands Point

*"Alone we can do so little; together we can do so much." - Helen Keller*

## Invoice

**Date:** March 17, 2022

**To:** Town of Oyster Bay

**Project:** Year 2022 Committee Program Support

**Amount Due:** \$10,900.00

**Checks should be made out to:** Village of Sea Cliff / HHPC

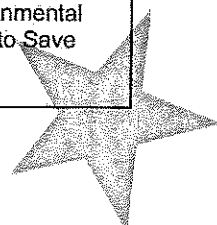
**Payment should be sent to:** Village of Sea Cliff  
Village Hall  
P.O. Box 340  
Sea Cliff, NY 11579

*Attention: Marianne Lennon, Treasurer*

**Questions:** Call Eric Swenson at (516) 922-1010

Our efforts would not be possible without the assistance of the NYS Dept. of State, the NYS Dept. of Environmental Conservation, the United Civic Council of Glen Head and Glenwood Landing, NY Sea Grant, the Coalition to Save Hempstead Harbor and the Glenwood / Glen Head Civic Association

29 Spring Street, Oyster Bay, NY 11771 Phone: (516) 677-5921 Fax: (516) 677-730  
e-mail: [HempsteadHarbor@gmail.com](mailto:HempsteadHarbor@gmail.com)





CORRECTED COPY  
Resolution No.300-2022

Meeting of May 10, 2022

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

WHEREAS, Louis G. Savinetti, Commissioner, Department of Environmental Resources, by memorandum dated March 30, 2022, requested that the Town Board authorize payment of the Town of Oyster Bay's annual contribution to the Inter-Municipal Hempstead Harbor Protection Committee for the year 2022, in the amount of \$10,900.00, with the funds for said contribution to be drawn from Account No. DER A 8090 44900 000 0000,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and the Town Board authorizes payment of the Town of Oyster Bay's annual contribution to the Inter-Municipal Hempstead Harbor Protection Committee for the year 2022, in the amount of \$10,900.00; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, with the funds for said contribution to be drawn from Account No. DER A 8090 44900 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	Absent
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye



Reviewed By  
Office of Town Attorney  
*Domenica Wolfe*

Meeting of May 10, 2022

Resolution No 301-2022

WHEREAS, the Town Board, by Resolution No. 163-2022, adopted March 12, 2022, authorized the Supervisor, and/or his designee, or the Commissioner of the Department of Community and Youth Services to enter into and execute an agreement with Anne Bass, 73 Second Avenue, Massapequa, NY 11762, to serve as a Bridge Instructor for the Senior Citizens Service Program from March 21, 2022 through December 31, 2022, at a rate of \$80.00 per session, in an amount not to exceed \$4,800.00, with the terms of said agreement to be negotiated and approved by the Office of the Town Attorney; and

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated March 30, 2022, requested authorization to amend said Town Board Resolution so as to add a Canasta Instruction course entitled "Introduction to Canasta" during the summer session of the Senior Citizens Services Program which will run from July 6, 2022 through August 10, 2022, at the North Massapequa Community Center, at a rate of \$100.00 per session, for a total of six (6) sessions; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further advised that the Canasta Instruction session is a half hour longer than the Bridge Instruction sessions which accounts for the higher cost per session; however, the addition of this program will not result in any extra cost and the total amount of the agreement will remain \$4,800.00; and

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved and Resolution No. 163-2022, adopted March 12, 2022, is hereby amended to add Canasta Instruction at a cost of \$600.00 during the summer session of the Senior Services Program.

-#-

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

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



TOWN OF OYSTER BAY  
Inter-Departmental Memorandum

March 30, 2022


TO: Memorandum Docket  
FROM: Maureen A. Fitzgerald, Commissioner  
Department of Community and Youth Services  
SUBJECT: Amendment to Town Board Resolution 163-2022, dated 3/12/22

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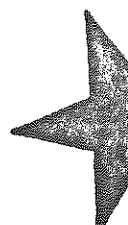
The Department of Community & Youth Services is requesting Town Board authorization to amend Town Board Resolution 163-2022, dated 3/12/22, so as to add Canasta Instruction during the summer session of the Senior Citizens Services Program. The Resolution authorized an agreement to retain the professional services of Anne Bass, 73 Second Avenue, Massapequa Park, NY 11762 as a Bridge Instructor at a rate of \$80.00 per session, for a total cost not to exceed \$4,800.00.

If approved, "Introduction to Canasta" will be provided from July 6, 2022 through August 10, 2022, at the North Massapequa Community Center at a rate of \$100.00 per session, for a total of 6 sessions. The Canasta Instruction session is ½ hour longer than the Bridge Instruction session which accounts for the higher cost per session. The addition of this program will be added with no additional cost, staying in the budget line. The current agreement will be modified to include the \$600.00 for the Canasta Instruction, therefore, the total amount of the agreement will remain \$4,800.00.

Therefore, it is respectfully requested that the Town Board authorize the amendment of Town Board Resolution 163-2022, dated 3/12/22 to add Canasta Instruction at a cost of \$600.00 during the summer session of the Senior Citizens Services Program. All other terms and conditions of the Town Board Resolution shall remain the same.

  
Maureen A. Fitzgerald  
Commissioner

MAF:sab  
Attachment





Meeting of March 15, 2022

Resolution No.163-2022

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated February 17, 2022, requested Town Board authorization for the Town Supervisor, and/or his designee, or the Commissioner of the Department of Community and Youth Services to enter into and execute an agreement with Ms. Anne Bass, 73 Second Avenue Massapequa Park, New York, to retain her professional services as a Bridge Instructor for the Town of Oyster Bay Senior Citizens Services Program, from March 21, 2022 through December 31, 2022, at a rate of \$80.00 per session, for a total cost not to exceed \$4,800.00, with the terms of said agreement to be negotiated and approved by the Office of the Town Attorney; and

WHEREAS, Commissioner Fitzgerald, by said memorandum advised that in accordance with Guideline 5 of the Town of Oyster Bay Procurement Policy, the aforementioned Instructor is exempt from the solicitation, written proposal or quotation requirements of said policy, she has been vetted through the Exiger System, and the Office of the Inspector General has reviewed the Vendor's Disclosure Questionnaire and is satisfied that the Town Procurement Policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Town Supervisor and/or his designee, or the Commissioner of the Department of Community and Youth Services is hereby authorized to enter into and to execute an agreement with Ms. Anne Bass, to retain her professional services as a Bridge Instructor for the Town of Oyster Bay Senior Citizens Program, from March 21, 2022 through December 31, 2022, at a rate of \$80.00 per session, for a total cost not to exceed \$4,800.00; and be it further

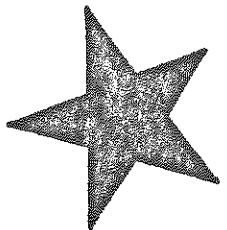
RESOLVED, that the funds for said payment shall be drawn from Account No. CYS A 7020 47660 000 0000 Special Events; and be it further

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

—#—

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

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



Reviewed By  
Office of Town Attorney  
*Patricia P. Healy*



Meeting of May 10, 2022

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

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated April 7, 2022, requested Town Board approval to permit "Project Thank A Cop" and "Law Enforcement Officers Weekend" to conduct the Joey Zask "Back the Blue" Car Show at TOBAY Beach east parking field, Saturday, May 21, 2022 from 9:00 am to 1:00 pm, or as otherwise determined by the Department of Parks, as well as Town Board approval to waive any permit fees for said event, along with any Mobile Food Concession Fees, or other similar fees, and that spectators attending the event be admitted free of charge; and

WHEREAS, Commissioner Pinto, by said memorandum, reported that permit "Project Thank A Cop" and "Law Enforcement Officers Weekend" are local tax-exempt charities that work to support and assist those who protect and serve; the organizations work in partnership to enforce the positive public perception of law enforcement officers through social functions, scholarships, acts of kindness and networking. Commissioner Pinto further reported that both of these charitable organizations have committed to providing the equipment necessary to execute the event, including, but not limited to, generators, barricades, portable restrooms, tables, chairs, and staff, and the Department of Parks shall assist with the operation of the event how/where determined by the Commissioner of the Department; and

WHEREAS, Commissioner Pinto, by said memorandum, further requested authorization to incorporate the use of mobile food concessions to provide food and beverage, in lieu of the then-current Town Food and Beverage Concessionaire, and requested a waiver of the provisions of Chapter 173, Sections 173-10 to 173-18, of the Code of the Town of Oyster Bay - Peddlers, provided that all mobile food concessions shall be in compliance with the provisions of the New York State Sanitary Code and shall possess any and all necessary, valid and current, insurance, permissions and permits required by the Nassau County Department of Health; and

WHEREAS, Commissioner Pinto, by said memorandum, further requested approval to set a Fifteen (\$15.00) Dollar Registration Fee for all vehicles pre-registered prior to the day of each event, and a Twenty-Five (\$25.00) Dollar Registration Fee for all vehicles registering on the day of each event, which fees shall be shared equally by the tax-exempt charitable organizations, "Project Thank A Cop" and "Law Enforcement Officers Weekend," upon reconciliation of the event; and

WHEREAS, Commissioner Pinto, by said memorandum, confirmed that each Organization will be required to provide such documentation as the Department may require prior to the event, including, but not limited to, a then-current certificate of insurance naming the Town of Oyster Bay as an additional insured; and



## Inter-Department Memo

TO: MEMORANDUM DOCKET  
FROM: JOSEPH G. PINTO, COMMISSIONER OF PARKS  
DATE: April 7, 2022  
SUBJECT: JOEY ZASK "BACK THE BLUE" CAR SHOW

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The Department of Parks requests Town Board approval to permit "Project Thank A Cop" and "Law Enforcement Officers Weekend" to conduct the Joey Zask "Back The Blue" Car Show at Tobay Beach east parking field, Saturday May 21, 2022 from 9:00am – 1:00pm. Dates and/or times may change as determined by this department.

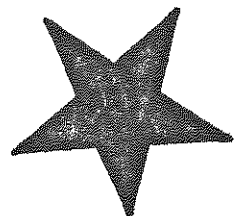
"Project Thank A Cop" and "Law Enforcement Officers Weekend" are local (IRS 501c3) organizations who work to bring support and help those who protect and serve. The two organizations work in partnership to enforce the positive public perception of law enforcement officers through social functions, scholarships, acts of kindness and networking.

The Department of Parks further requests Town Board approval to waive any permit fees for said event.

The organizations have committed to providing the equipment necessary to execute the event. This includes but is not limited to generators, barricades, portable restrooms, tables, chairs and staff. The Department of Parks shall assist with the operation of the event where determined by the Commissioner of Parks.

The organizations may utilize the use of mobile food concessions (food trucks) for the event. The Department of Parks requests that the Town Board waive the provisions of Chapter 173, Sections 10 -18 of the Code of the Town of Oyster Bay – Peddlers, for this event, provided that all mobile food concession merchants shall be in compliance with the provisions of the New York State Sanitary Code and shall possess any and all necessary insurance, permissions and permits required by the Nassau County Department of Health, said insurance, permissions and permits to be valid and current.

Registration fees shall be collected by and split equally between the two (IRS 501c3) organizations, "Project Thank A Cop" and "Law Enforcement Officers Weekend" upon





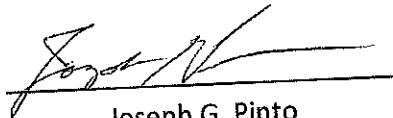
reconciliation of the event. Show cars will be charged \$15.00 registration fee prior to the day of the event and \$25.00 registration fee, day of the event.

Spectators attending the event shall be admitted to free of charge.

The Town of Oyster Bay and the Department of Parks reserves the right to refuse any organizations, businesses or individuals, for any reason, that they deem does not properly serve the public in attendance.

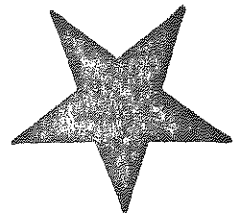
Each organization shall provide a current certificate of insurance, prior to the event, naming the Town of Oyster Bay as an additional insured.

Subject to the approval from the Town of Oyster Bay Office of the Inspector General, the Department of Parks recommends Town Board approval of this event as set forth above.



Joseph G. Pinto  
Commissioner of Parks

JGP; EW





WHEREAS, Commissioner Pinto, by said memorandum, further confirmed that the Town of Oyster Bay and the Department of Parks reserves the right to refuse any organizations, businesses or individuals, for any reason that it deems does not properly serve said event and/or the public in attendance; and

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

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

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby accepted and approved, and the Department of Parks is hereby authorized to permit "Project Thank A Cop" and "Law Enforcement Officers Weekend" to conduct the Joey Zask "Back the Blue" Car Show at TOBAY Beach east parking field, Saturday, May 21, 2022 from 9:00 am to 1:00 pm, or as otherwise determined by the Department, upon the terms as requested by Commissioner Pinto in his memorandum dated April 7, 2022, and as set forth hereinabove, as follows:

1. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of Town property, and in the conduct of the aforesaid activity; and
2. The said organization shall file a Certificate of Insurance with the Office of the Town Clerk, indicating said organization maintains general liability insurance in the amount of \$2,000,000 bodily injury and \$1,000,000 property damage, and naming the Town of Oyster Bay as an additional insured, in connection with the afore-described activity.
3. The said organization shall follow all New York State Guidelines with respect to social distancing, and the afore-described activity may be cancelled by the Town of Oyster Bay at any time, to prevent harm to the population from the COVID-19 Virus, or any other threat to public health and/or safety.

-#-

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

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



Meeting of May 10, 2022

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated March 30, 2022, requested Town Board authorization to rent Bethpage Community Park pool on Mondays through Fridays from 6:00 a.m. to 9:30 a.m. for the period of July 5, 2022, through August 17, 2022, to the Nassau County Bethpage P.A.L. in exchange for a \$2,400.00 rental fee, representing a charge of \$3.00 per child, for 25 children for 32 days, with dates, times and locations of the program to be set and/or modified by the Commissioner of Parks and/or his designee; and

WHEREAS, it is further requested all fees received be deposited into Account No. SP01 0001 02025 528 0000; and

WHEREAS, Nassau County Bethpage P.A.L. shall employ and provide their own Nassau County certified lifeguard at all times during their usage of the pool; and

WHEREAS, Nassau County Bethpage P.A.L. shall be required to produce a Certificate of Liability Insurance, naming the Town of Oyster Bay as additionally insured providing Comprehensive General Liability Insurance with Bodily Injury limit of \$1,000,000.00 per each occurrence and \$1,000,000.00 Property Damage,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby accepted and approved, and the Town Board hereby authorizes the Department of Parks to rent Bethpage Community Park pool on Mondays through Fridays from 6:00 a.m. to 9:30 a.m. from July 5, 2022 through August 17, 2022, to Nassau County Bethpage P.A.L. in exchange for a \$2,400.00 rental fee; Nassau County Bethpage P.A.L. shall employ and provide Nassau County certified lifeguard to be present at all times during their usage, and shall be required to produce a Certificate of Liability Insurance, naming the Town of Oyster Bay as additionally insured providing Comprehensive General Liability Insurance with Bodily Injury limit of \$1,000,000.00 per each occurrence and \$1,000,000.00 Property Damage; and be it further

RESOLVED, That funds collected will be deposited into Account No. SP01 0001 02025 528 0000.

-#-

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

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

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



# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

TO: MEMORANDUM DOCKET

FROM: Joseph G. Pinto, Commissioner of Parks

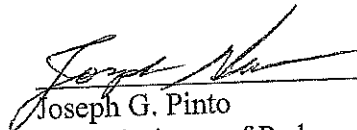
DATE: March 30, 2022

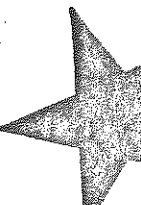
SUBJECT: Bethpage Community Park Pool Rental

The Department of Parks respectfully requests Town Board approval to rent Bethpage Community Park pool on Mondays through Fridays from 6:00AM to 9:30AM for the period of July 5, 2022 to August 17, 2022 to the Nassau County Bethpage PAL for a fee of \$3.00 a child x 25 children for \$75.00 a day. Their request is 32 days which comes to \$2,400 rental fee. Dates, times and locations of the program may be changed by the Commissioner of Parks or designee only.

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

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

  
Joseph G. Pinto  
Commissioner of Parks





Joseph G. Pinto  
Commissioner



Greg Skupinski  
Deputy Commissioner

Town of Oyster Bay  
Department of Parks  
977 Hicksville Road  
Massapequa, New York 11758  
(516) 797-4128 Fax: (516) 797-4145  
www.oysterbaytown.com

FIELD/FACILITY USE PERMIT APPLICATION

REQUESTING ORGANIZATION NASSA County Bellpage PAL

APPLICANT'S NAME: Gary S. Bretton, President ☒ TOB RESIDENT ☐ NON-RESIDENT

ORGANIZATION'S OFFICIAL ADDRESS: 428 Stewart Ave

CITY Bellpage STATE NY ZIP CODE 11714

HOME PHONE 516 5238508 CELL: 516 5238508 E-MAIL Bretton.BellpagePAL@optonline.net

Do 80% of players/participants reside in the Town of Oyster Bay?: ☒ YES ☐ NO

Is this a Non-Profit Organization?:  
☒ YES ☐ NO

Federal Tax ID # (required only if applying as a Non-Profit group): 11-6002869

Permission is requested to use (please check one): Bellpage Community

☐ Baseball ☐ Softball ☐ Football ☐ Lacrosse ☐ Soccer ☐ Other POOL

Location: 1001 Stewart Ave Bellpage Field: POOL

Date(s) Requested: July 5<sup>th</sup> thru Aug 17, 2022 Monday thru Friday

Days and Hours Requested (separate sheet may be used):

Monday: 6 AM → 9:30 AM Tuesday: 6 AM → 9:30 AM

Wednesday: 6 AM → 9:30 AM Thursday: 6 AM → 9:30 AM

Friday: 6 AM → 9:30 AM

Saturday: We understand there is a \$3.00 fee per kid per day

Sunday: we will provide our own life guard approximately 25 kids

The APPLICANT understands and acknowledges that the information provided in the application is true and accurate, and that the Town of Oyster Bay and the Department of Parks are relying on these statements and representations as a basis for the issuance of a permit. Proof of Non-Profit Status is required to qualify for the Non-Profit fee schedule. The APPLICANT agrees to abide by the terms set forth in this application, and the Rules and Regulations of the Town of Oyster Bay and the Department of Parks. Additionally, the APPLICANT fully understands that their organization may not under any condition sublease, sell or assign this permit and that any unused field time and/or space must be given back to the Parks Department. Any violation of the rules herein will result in the permit being revoked.

SIGNATURE: Gary S. Bretton DATE 3/16/22



Town of Oyster Bay

Att: Pat Reynolds

The Nassau County PAL is a non for profit youth organization.

The times we are looking for the Bethpage Community Park Pool for our youth swim club would be to start as early as possible before the pool opens for approximately 2 to 2 1/2 hrs for practice.

We anticipate approximately 25 kids to register for the program and Bethpage PAL will provide the life guards during the time we are using the pool.

Please let me know what else is required to secure a permit for the summer.

The office email is [Bethpagepal@optonline.net](mailto:Bethpagepal@optonline.net)

Gary S. Bretton is the President of the Bethpage PAL. His direct phone number is

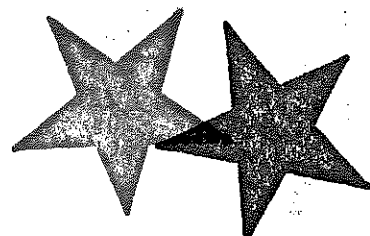
[REDACTED]

Regards,

Patricia Dunn

Bethpage PAL Office Manager

Bill spoke  
3/3/22  
\$75 Day  
\$3 child  
will get  
Back to us  
(PR)







# CERTIFICATE OF LIABILITY INSURANCE

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

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

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

<b>PRODUCER</b> American Specialty Insurance & Risk Services, Inc. dba A S Insurance & Risk Services Agency 7609 W. Jefferson Blvd., Suite 100 Fort Wayne IN 46804		<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No. Ext): <b>E-MAIL</b> <b>ADDRESS:</b>		<b>FAX</b> (A/C, No):
<b>INSURED</b> Nassau County Police Activity League, Inc. 167 Broadway, Route 107 Hicksville NY 11801		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Arch Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		<b>NAIC #</b> 11150

**COVERAGES** **CERTIFICATE NUMBER:** 1001876484 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	SBCGL0274304	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRE ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b> <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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 <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

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

## CERTIFICATE HOLDER

Town of Oyster Bay Dept. of Parks and Public Works

977 Hicksville Road

MASSAPEQUA

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

*Drew Smith*



## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

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

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

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

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

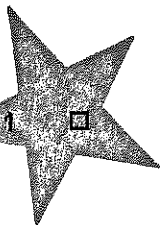
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

Reviewed By  
Office of Town Attorney





Reviewed By  
Office of Town Attorney  
*America Wolfe*

Meeting of May 10, 2022

Resolution No 304-2022

WHEREAS, Deborah Haile has requested to donate a memorial plaque and bench to be placed in Bayfront Park, Massapequa, in memory of John Haile and Barbara Cronen; and

WHEREAS, the value of the plaque and bench is estimated to be \$1,350.00, and the monies donated will be deposited into Account No. PKS A 0001 02705 000 0000; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated April 6, 2022 recommended that the Town accept said donation,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town hereby accepts the donation of \$1,350.00 from Deborah Haile, to be deposited into Account No. PKS A 0001 02705 000 0000, to purchase a plaque and bench to be placed in Bayfront Park, Massapequa, in memory of John Haile and Barbara Cronen.

-#-

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

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



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

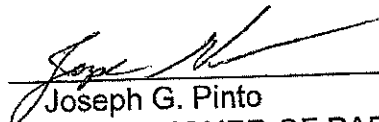
**TO: Memorandum Docket**  
**FROM: Joseph G. Pinto, Commissioner of Parks**  
**SUBJECT: Memorial Plaque and Bench**  
**DATE: April 6, 2022**

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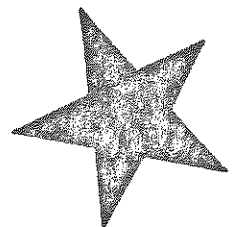
The Department of Parks has received a request from Deborah Haile (letter attached) requesting to donate a memorial plaque and a new bench to be placed in Bayfront Park in memory of John Haile and Barbara Cronen.

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

The plaque and bench will be purchased by Deborah Haile and donated to the Parks Department. The value of the plaque and bench is estimated to be \$1350.00. Town Board approval is requested on behalf of Deborah haile. The monies will be collected in account PKS A 0001 02705 000 0000.

  
\_\_\_\_\_  
Joseph G. Pinto  
COMMISSIONER OF PARKS

JGP/dc





## Diann Codispodo

**From:** Deborah Haile <hailedeborah@yahoo.com>  
**Sent:** Tuesday, March 15, 2022 2:48 PM  
**To:** Diann Codispodo  
**Cc:** sueyhd@gmail.com  
**Subject:** Re: Memorial Prices and Guidelines

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

Hi Diann

Thank you for your assistance.

Please accept this email as a request for the following

8x6 new bench \$1350  
BayFront park - Nassau Shores

Honorees  
Johnny Haile  
Barbara Cronen

Arranged by  
Susan Haile D'Amalio  
Deborah Haile

We will work on the wording for the plaque. Please let me know if we are missing any details.

Thank you

Debbie  
[REDACTED]

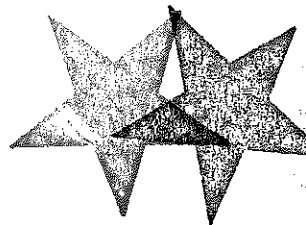
On Monday, March 14, 2022, 08:25:18 AM EDT, Diann Codispodo <dcodispodo@oysterbay-ny.gov> wrote:

GM Debbie, You can start by sending me a request letter, instructions are at the bottom of the price and guideline page I sent you. There is no immediate rush on the words but if you have them ready you can send them to me. I'm glad Chris was able to meet with you so soon.

Feel free to call me with any other questions.

Have a great day,

Diann☺





**From:** Deborah Haile <hailedeborah@yahoo.com>  
**Sent:** Saturday, March 12, 2022 11:58 AM  
**To:** Diann Codispodo <dcodispodo@oysterbay-ny.gov>  
**Subject:** Re: Memorial Prices and Guidelines

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

Hi Diann

Thank you for connecting us with Chris. We met on Friday and have a spot

Will forward what we would like on the plaque on Monday

Thank you

Debbie

Sent from Yahoo Mail for iPhone

On Wednesday, March 2, 2022, 2:25 PM, Diann Codispodo <dcodispodo@oysterbay-ny.gov> wrote:

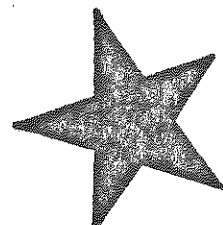
Hi Deborah attached are the prices and guidelines we spoke about. I passed your name to Chris and he will reach out to you.

Have a great day,

Diann☺

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

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Reviewed By  
Office of Town Attorney  
Domenica Wolfe

Meeting of May 10, 2022

Resolution No 305-2022

WHEREAS, Karen Rosalino, on behalf of The Rotary Club of Locust Valley, has requested to donate a memorial plaque to be placed in Thomas Park, Locust Valley, in memory of Past Rotary Members; and

WHEREAS, the value of the plaque is estimated to be \$400.00, 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 March 31, 2022 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 \$400.00 from The Locust Valley Rotary Club, to be deposited into Account No. PKS A 0001 02705 000 0000, to purchase a plaque to be placed in Thomas Park, Locust Valley, in memory of Past Rotary Members.

-#-

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

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



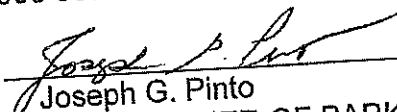
Town of Oyster Bay  
Inter-Departmental Memo

TO: Memorandum Docket  
FROM: Joseph G. Pinto, Commissioner of Parks  
SUBJECT: Memorial Plaque and Tree  
DATE: March 31, 2022

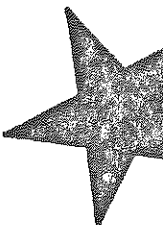
The Department of Parks has received a request from Karen Rosolino (letter attached) requesting to donate a memorial plaque to be placed in Thomas Park, Locust Valley in memory of Past Rotary Members.

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

The plaque will be purchased by The Rotary Club of Locust Valley and donated to the Parks Department. The value of the plaque is estimated to be \$400.00 and the tree will be purchased separately by the Rotary Club and planted by the Parks Department. Town Board approval is requested on behalf of Karen Rosolino. The monies will be collected in account PKS A 0001 02705 000 0000.

  
Joseph G. Pinto  
COMMISSIONER OF PARKS

JGP/dc





## Diann Codispodo

**From:** Karen Rosolino <krosolino7@gmail.com>  
**Sent:** Wednesday, April 6, 2022 3:01 PM  
**To:** Diann Codispodo  
**Subject:** Re: Memorial Plaque  
**Attachments:** Plaque wording Locust Valley (2).pdf

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

Hi Diann,

The spelling of the park has been corrected, my apologies.

The Rotary Club of Locust Valley is requesting to plant an evergreen tree in Thomas Park located in Locust Valley 11560.

The tree is in honor of all past Rotarians for their service. A plaque with the attached wording will be located in front of the tree.

A Gazebo that was originally donated approximately twenty years ago by the Rotary Club located in the park for the community was torn down

by a storm last summer. It was rebuilt and the dedication is scheduled on June 2. We are requesting that the tree be planted in May prior to the Gazebo dedication.

A separate dedication for the tree planting will take place at a later date. Please see attached wording for the plaque.

Thank you for all of the assistance you have provided during the past four years.

Best Regards,  
Karen Rosolino

Attachments area

On Tue, Mar 29, 2022 at 12:58 PM Karen Rosolino <krosolino7@gmail.com> wrote:  
Hi Diann,

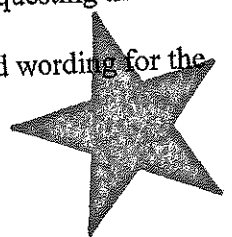
The Rotary Club of Locust Valley is requesting to plant an evergreen tree in Thomaston Park, Locust Valley 11560.

The tree is in honor of all past Rotarians for their service. A plaque with the attached wording will be located in front of the tree.

A Gazebo that was originally donated approximately twenty years ago by the Rotary Club located in the park for the community was torn down

by a storm last summer. It was rebuilt and the dedication is scheduled on June 2. We are requesting that the tree be planted in May prior to the Gazebo dedication.

A separate dedication for the tree planting will take place at a later date. Please see attached wording for the plaque.





Thank you for all of the assistance you have provided during the past four years.

Best Regards,  
Karen Rosolino

On Thu, Feb 24, 2022 at 10:18 AM Diann Codispodo <[dcodispodo@oysterbay-ny.gov](mailto:dcodispodo@oysterbay-ny.gov)> wrote:

GM Karen!

It seems every year at this time we revisit this!! I am sending you the new prices and a copy of the wording you originally sent to me to make sure that it is still what you want on the plaque. I need the request letter from you before I can get anything started on my side. The requirements for the request letter are on the bottom of the letter I included.

Any other questions give me a call 797-7943

Have a great day,

Diann☺

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



Meeting of May 10, 2022

Resolution No 306-2022

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

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

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

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

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

-#-

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

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

Reviewed By  
Office of Town-Attorney



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

To: MEMORANDUM DOCKET

From: ERIC TUMAN, COMMISSIONER  
GENERAL SERVICES DEPARTMENT

Date: APRIL 11, 2022

Subject: RENEWAL OF AGREEMENT BETWEEN THE TOWN OF OYSTER  
BAY AND AUCTIONS INTERNATIONAL, INC. FOR 2022

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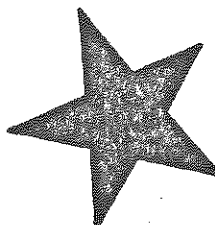
By Resolution No. 325-2019 adopted on May 21, 2019, the Town Board authorized entering into an agreement with Auctions International for the period May 21, 2019 through May 20, 2020. Also by Resolutions 408-2020 and 273-2021 the first and second one-year extensions were granted for the period May 21,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

It is the recommendation of the General Services Department that the Town extend the contract with Auctions International, Inc. for an additional year. The Office of the Inspector General has reviewed the vendor's disclosure questionnaire and is satisfied that the Procurement Policy has been fulfilled.

Therefore, it is requested that the Town Board exercise the option to renew the agreement between the Town and Auctions International, Inc., 11167 Big Tree Road, East Aurora, New York 14052, for the period May 21, 2022 through May 20, 2023 for online auction services for Surplus Town Property.

*Eric Tuman by: [Signature]*  
Eric Tuman, Commissioner  
General Services Department

ET/sc  
Attachments





Meeting of May 21, 2019

Resolution No. 325-2019

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

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

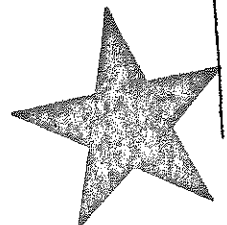
NOW, THEREFORE, BE IT RESOLVED, that the recommendation as hereinabove set forth is accepted, and Contract No. RFP001-2019 shall be awarded to Auctions International, Inc., for the Online Auction Services for Surplus Town Property.

#

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

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

cc: Supervisor  
Town Attorney  
Comptroller  
General Services



Reviewed By  
Office of Town Attorney



Meeting of August 18, 2020

Reviewed By  
Office of Town Attorney

*Paul P. O'Connell*

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

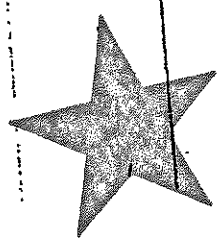
WHEREAS, Eric Tuma, Commissioner, Department of General Services, by memorandum dated August 3, 2020, requested Town Board authorization for the Department to exercise the first one (1) year extension, *nunc pro tunc* from May 21, 2020 through May 20, 2021,

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

#

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

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





Meeting of May 18, 2021

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

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

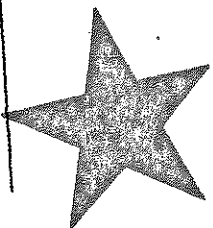
WHEREAS, pursuant to Resolution No. 408-2020, adopted on August 18, 2020, the Town Board authorized the Department of General Services to exercise the first one (1) year extension of Contract No. RFP001-2019, Online Auction Services for Surplus Town Property, with Auctions International, Inc., *nunc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

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

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

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

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





## AGREEMENT

### ONLINE AUCTION SERVICES for SURPLUS PROPERTY

DATED: As of May 22, 2019

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

AUCTIONS INTERNATIONAL, INC., having its principal place of business at 11167 Big Tree Road, East Aurora, New York 14052, and hereinafter referred to as the "VENDOR."

#### WITNESSETH

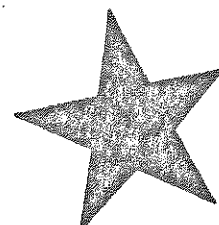
WHEREAS, it is the general intent and purpose of this Agreement to retain the services of the VENDOR in connection with VENDOR's expertise and experience in preparing and conducting online auctions for the sale of TOWN owned assets, including, without limitation, vehicles, machinery, and other equipment; and

WHEREAS, in recognition of the Town's need for the VENDOR's services, the TOWN procured the professional services of VENDOR, pursuant to Resolution No. 325-2019, adopted May 21, 2019, by the Town Board of the Town of Oyster Bay (the "TOWN BOARD"),

NOW, THEREFORE, in consideration of the promises and representations contained herein, it is mutually agreed by and between the parties hereto as follows:

#### STATEMENT OF WORK AND PARTIES' OBLIGATIONS

1. VENDOR agrees to perform to the TOWN's satisfaction the services set forth in the Statement of Services detailed in Exhibit A attached hereto and hereby made a part hereof, with the standard and level of care and skill customarily provided in the VENDOR's industry for





performance of such services, and VENDOR further agrees to devote such amount of time as may be reasonably necessary to complete such services and tasks.

2. VENDOR agrees to provide its services on a timely basis without unreasonable or unnecessary delay. Notwithstanding the foregoing, all Services under this Agreement shall be performed by VENDOR prior to the expiration of the Term of this Agreement, and in accordance with the timeframe as directed by the Commissioner of the Department of General Services, or his designee. In the event that the VENDOR anticipates a delay in the delivery of its services, the VENDOR shall notify the TOWN of any such anticipated delays. It is further expressly understood by the parties that the execution of this Agreement in no way guarantees any minimum number of online auctions for the sale of TOWN owned assets to be assigned to the VENDOR or to any of VENDOR's employees.

3. In the event that the TOWN deems any aspect of VENDOR's work or deliverables to be unsatisfactory, the TOWN shall report such fact to VENDOR within thirty (30) days of the TOWN's receipt of the unsatisfactory work or deliverable. VENDOR expressly agrees to respond with qualified personnel to any work or deliverable within fifteen (15) business days from receipt of the TOWN's notice, and will provide a revised deliverable at no additional charge to the TOWN. Should that revised deliverable be deemed unsatisfactory by the TOWN, the parties will confer in person or by teleconference to discuss the specific shortcomings of the deliverable and VENDOR shall correct such shortcomings at no additional charge to the TOWN.

4. To facilitate the VENDOR's work, the TOWN agrees to provide, on a timely basis, all relevant documentation, information and access to appropriate people and organizations in order for VENDOR to obtain the current and future plans associated with the TOWN's online auction/surplus asset program.



### CONFIDENTIAL AND PROPRIETARY INFORMATION

5. In connection with this Agreement each party (as the "Disclosing Party") may disclose or make available Confidential Information to the other party (as the "Receiving Party"). "Confidential Information" means information in any form or medium (whether oral, written, electronic or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated or otherwise identified as "confidential".

6. Confidential Information does not include information that: (a) the Receiving Party can demonstrate by written or other documentary records was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

7. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall, for a period of three (3) years from the date of disclosure (or indefinitely in the case of Disclosing Party's trade secrets):



- a. not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;
- b. except as may be permitted by and subject to its compliance with Paragraph 6, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Agreement; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in herein;
- c. safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care; and
- d. ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Agreement.

8. If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under this Agreement; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure.



If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Agreement, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose and, on the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

#### PAYMENTS

9. The VENDOR shall not receive any payment directly from the TOWN for Services provided and performed under this Agreement. The winning bidder/purchaser of each item shall pay a percentage amount of the bid/purchase amount to the VENDOR, as more particularly detailed in Exhibit B attached hereto and hereby made a part hereof, which amount shall be added to the winning bidder's/purchaser's successful high bid amount, which shall constitute VENDOR's sole compensation for Services provided and performed under this Agreement.

#### TRANSFER OR ASSIGNMENT

10. The VENDOR may not assign, or otherwise transfer, all or any part of its interest in this Agreement or otherwise cause a change in control in the VENDOR's ownership without the prior written consent of the TOWN BOARD, which consent shall not be unreasonably withheld. The term "assign" shall mean the transfer or setting over of a right or interest. The term "change in control" shall mean any change in ownership equal to the percentage of votes or membership interests required to exercise decision-making authority.

11. In the event that the TOWN BOARD consents to the assignment or transfer of this Agreement or the change in control in the VENDOR's ownership, the assignee, transferee, or new owner shall provide and render services in a fashion substantially similar to the VENDOR's



operation and in strict conformance with the terms, conditions and requirements of this Agreement. The assignee, transferee, or new owner shall be liable for any obligation owed to the TOWN by the VENDOR.

#### INSURANCE AND WORKERS' COMPENSATION

12. The VENDOR agrees to obtain, at its expense, from an insurance company authorized to do business in the State of New York, and to keep in force during the term of this Agreement, a policy of comprehensive general liability on which the VENDOR and the TOWN are each named insured, including, but not limited to, for the torts and negligence of the VENDOR's personnel, with a combined single limit of \$2,000,000 per occurrence for bodily injury and property damage and a Professional Liability policy in an amount not less than \$1,000,000.00 insuring the VENDOR against, among other things, the VENDOR's errors and omissions. On or before the commencement date of this Agreement, the VENDOR shall provide the Town Attorney with a certificate and copy of the policy evidencing its procurement of the insurance required under this Paragraph.

13. The VENDOR shall comply with all provisions of New York State Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage, if such coverage is required under the law.

14. All insurance coverage required under this Agreement shall be subject to the approval of the Town Attorney.

15. All policies shall be issued in the name of the VENDOR, and the TOWN shall be listed as a named insured. The insurance policies required by this Paragraph shall not be canceled without thirty (30) days prior written notice to the TOWN. If the VENDOR fails to maintain such insurance policies and to obtain such policies and furnish certificates evidencing such coverage



within thirty (30) days of the receipt of notice by the TOWN regarding this deficiency, the TOWN shall have the right to terminate this Agreement.

16. The VENDOR agrees to indemnify, defend and hold the TOWN harmless from and against any personal injury, wrongful death or property damage which occurs during any lapse in insurance coverage or as a result of any failure by the VENDOR to abide by any notice or other term or provision of the policy. The indemnity and hold harmless provisions of this Paragraph shall survive and be of full force and effect notwithstanding any lapse in the insurance coverage required under this Paragraph.

#### TERM

17. Pursuant to Town Board Resolution No. 325-2019, adopted May 21, 2019, the Term of this Agreement shall be for the period beginning on May 22, 2019 through and including May 21, 2020, with four (4) one-year extensions at the Town's sole option. No such extension shall be effective unless such extension is authorized by the Town Board of the Town of Oyster Bay by a duly adopted Town Board resolution.

#### INDEMNIFICATION

18. The VENDOR hereby agrees to defend, indemnify and hold harmless the TOWN and its agents, representatives, successors and assigns (the "Indemnified Parties") from any and all demands, claims, actions, causes of action, proceedings, liabilities, fines, penalties, damages, losses, judgments and expenses, (including, without limitation, reasonable attorney's fees) of whatsoever kind and nature, imposed upon, incurred by, or asserted against any of the Indemnified Parties directly or indirectly arising out of or resulting from: (i) the VENDOR's performance under this agreement and/or (ii) the VENDOR's failure to comply with or perform any of the terms, covenants or conditions of this Agreement.



### MODIFICATION

19. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof. This Agreement may be modified only by a writing duly executed by the TOWN and the VENDOR, and no modification of this Agreement shall be effective until the modification has been agreed to in writing and duly executed by the Town Supervisor or his duly designated representative after approval by the TOWN BOARD.

### INDEPENDENT CONTRACTOR

20. The VENDOR agrees that it is, and shall at all times be deemed to be, an independent contractor, and it shall not, in any manner whatsoever, by its actions or deeds, commit the TOWN to any obligation irrespective of the nature thereof, and it shall not, at any time or for any purpose, be deemed an employee of the TOWN. It is further understood and agreed that no agent, servant, or employee of the VENDOR shall, at any time or under any circumstances, be deemed to be an agent, servant, or employee of the TOWN.

### TERMINATION OF AGREEMENT

21. The TOWN has the right to terminate this Agreement for either cause or at will. A termination at will may be for any reason or no reason at the sole election of the TOWN.

22. The TOWN shall be permitted to terminate for cause if any one of the following events ("Events of Default") occurs:

- (a) The TOWN reasonably determines that the VENDOR has failed to fulfill any of its material obligations with sufficient diligence to ensure proper services within the term of this Agreement, including any authorized extension;



- (b) The VENDOR fails to maintain the insurance policies described in Paragraphs 12 and 13, or fails to furnish certificates and endorsement pages evidencing such policies within thirty (30) days of the receipt of notice from the TOWN sent in accordance with Paragraph 23.
- (c) The VENDOR does not comply with all laws, ordinances, rules, or provisions governing this Agreement, or is otherwise in violation of any provisions of this Agreement;
- (d) The VENDOR engages in any illegal conduct or otherwise violates any law, rule, regulation, or judicial order applicable to the VENDOR, this Agreement, or the VENDOR's delivery of services;
- (e) The VENDOR assigns, or otherwise transfers, all or any of its interest in this Agreement, or otherwise causes a change in control in the VENDOR's ownership, without the prior written consent of the TOWN as described in Paragraphs 10 and 11;
- (f) The VENDOR is in material default of any of the terms and conditions of this Agreement; or
- (g) Distributes electronically stored information to third-parties without having first received authorization as provided in Paragraph 8.

Upon the occurrence of any of these Events of Default, the TOWN, without prejudice or waiver of any of its rights or interests under this Agreement, shall give the VENDOR written notice of the Event of Default. The VENDOR shall have ten (10) days from the date of such notice to cure the Event of Default except if such default is not otherwise susceptible to cure within ten (10) days so long as the VENDOR commences to cure the default within ten (10) days



and thereafter diligently pursues the same to completion within a reasonable period of time (the "Cure Period"). If the VENDOR fails to cure the Event of Default within the Cure Period, the TOWN shall have the right to declare the VENDOR in default and to terminate this Agreement and assume possession and control of all materials, equipment, and operations under this Agreement. Under no circumstances shall the VENDOR have any claim for recovery of any of the materials, equipment, and operations that may be assumed by the TOWN. The VENDOR shall not be entitled an opportunity to cure any unauthorized disclosure of electronically stored information.

#### NOTICES

23. Any notices hereunder shall be in writing and shall be given upon delivery by: (i) hand delivery, (ii) delivery by a reputable, recognized national overnight courier service, or (iii) the United States Postal Service when sent by Priority Mail Express, in each instance, addressed to each party at its address set forth above. Any such notice, request or other communication shall be considered given or delivered, as the case may be, on the date of delivery or the date that delivery is refused as evidenced by the records of the courier or delivery service or the United States Postal Service, as applicable. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request or other communication. By giving at least five (5) business days prior notice thereof, any party may from time to time at any time change its mailing address hereunder.



If to the VENDOR:

Auctions International, Inc.  
11167 Big Tree Road  
East Aurora, New York 14052

If to the TOWN:

Town of Oyster Bay, Department of General Services  
74 Audrey Avenue  
Oyster Bay, New York 11771  
Phone: (516) 624-6102

With a copy to:

Office of the Town Attorney  
54 Audrey Avenue  
Oyster Bay, New York 11771  
Phone: (516) 624-6150

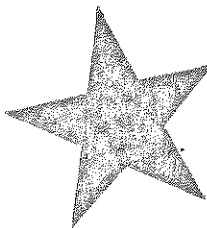
-and-

Office of the Town Clerk  
54 Audrey Avenue  
Oyster Bay, New York 11771  
Phone: (516) 624-6333

#### MISCELLANEOUS

24. This Agreement is the complete and exclusive agreement between the parties, notwithstanding any representations or statements to the contrary heretofore made. Notwithstanding the foregoing, to the extent not included herein, all promises, representations, warranties, and covenants contained in VENDOR's response to the TOWN's Request for Proposal shall be deemed to be included herein.

25. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any dispute arising hereunder shall be commenced and tried in the Supreme Court of the State of New York, County of Nassau.





26. This Agreement is subject to the reasonable rules and regulation set by the TOWN as may be amended from time to time.

27. If any term or provision of this Agreement or the application thereof to any party or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

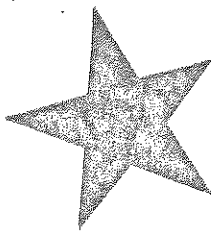
28. Wherever herein the singular number is used, the same shall include the plural and the masculine gender shall include the feminine gender.

29. The terms, covenants and conditions herein contained shall be binding only upon and inure to the benefit of the respective parties and their authorized successors and assigns, if any.

30. The article, section and margin headings herein are intended solely for the convenience of any individual in locating subject matter, and such headings are not to be used in determining the intent of the parties to this Agreement, the interpretation of this Agreement, or for any other substantive purpose other than as set forth in this Paragraph.

31. This Agreement contains the entire understanding and agreement by and between the parties, and all prior and contemporaneous understandings, agreements and negotiations are herein merged. This Agreement shall not be modified or terminated (except as expressly provided in this Agreement), nor shall any provision waived except by a writing that is signed by the VENDOR and the TOWN.

32. Each and every provision of law required to be inserted in this Agreement shall be and is inserted herein. Every such provision is to be deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then

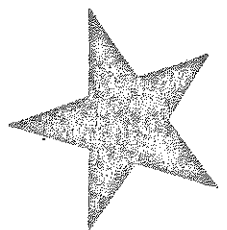




this Agreement shall, forthwith upon the application of either party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party hereunder.

33. The execution of this Agreement by the Town has been authorized by Town Board Resolution No. 325-2019, adopted by the Town Board on May 21, 2019.

Balance of This Page Intentionally Left Blank





IN WITNESS WHEREOF, VENDOR and TOWN have respectively executed and delivered this Agreement as of the date first written above.

TOWN OF OYSTER BAY

By: [Signature]  
Town of Oyster Bay Supervisor/Designee

[Signature]  
[Signature]

Reviewed By  
Office of Town Attorney

APPROVED AS TO FORM:

[Signature]  
Office of the Town Attorney

AUCTIONS INTERNATIONAL, INC.,

By: [Signature]  
Title: Operations Manager





ACKNOWLEDGEMENTS

AGREEMENT for

ONLINE AUCTION SERVICES for SURPLUS PROPERTY

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

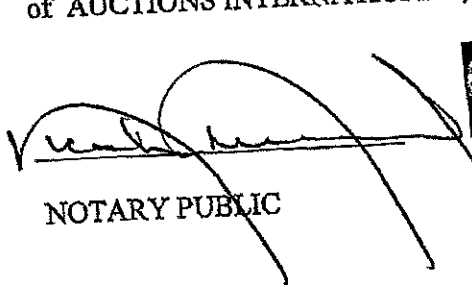
On the 10 day of August in the year 2020 before me personally came Gregory W. Carment Jr. to me personally known, who, being by me duly sworn, did depose and say that he has a principal place of business in Oyster Bay, New York; that he is Deputy Town Supervisor of the TOWN OF OYSTER BAY, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to authorization of the Town Board of the Town of Oyster Bay.

  
NOTARY PUBLIC

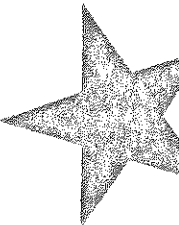
Nicole R-Leroux  
Notary Public, State of New York  
No. 01LE6224249  
Qualified in Nassau County  
Commission Expires 6/28/2023

STATE OF New York     )  
                                  ) ss.:  
COUNTY OF Erie     )

On the 17 day of July in the year 2020 before me personally came RJ Klisiewicz Jr. to me personally known, who, being by me duly sworn, did depose and say that he/she is the Operations Manager of AUCTIONS INTERNATIONAL, INC., the corporation described herein and which executed the above instrument and that he signed his name pursuant to the authority as the Operations Manager of AUCTIONS INTERNATIONAL, INC.

  
NOTARY PUBLIC

NICOLE GREMMEL  
Notary Public, State of New York  
Qualified in Erie County  
Comm. No. 01GR8169034  
My Commission Expires 6/25/23



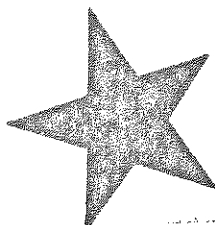


## **EXHIBIT A**

### **STATEMENT OF SERVICES**

The Services to be provided by the VENDOR shall include, but are not be limited to:

1. Prepare and conduct an online auction for the sale of TOWN owned assets, including, without limitation, vehicles, machinery, and other equipment.
2. At the TOWN's sole discretion, the TOWN shall identify TOWN assets to be auctioned by the VENDOR.
3. At the TOWN's sole discretion, the TOWN may elect to obtain their own photos and condition reports at no cost to the TOWN. If the TOWN elects to have VENDOR travel to TOWN facilities to obtain photos and condition reports of TOWN designated items up for auction, the VENDOR shall be reimbursed for same as delineated in Paragraph 9 hereinabove, and Exhibit B attached hereto and hereby made a part hereof.
4. The VENDOR shall make all necessary preparations for auctioning TOWN designated items online at VENDOR's website [www.auctionsinternational.com](http://www.auctionsinternational.com) or such other mutually agreeable website. This shall include, but is not limited to:
  - i. Uploading photos and condition reports onto the website
  - ii. The TOWN and the VENDOR shall both agree on acceptable beginning and closing auction dates and times to be uploaded by the VENDOR onto the website.
  - iii. The VENDOR shall post any minimum bid requirements, set by the TOWN, on each item to be auctioned, as well as the TOWN's policies with respect to the auction, including but not limited to, condition of the item, pick up location,





payment, failure to remit funds in a timely manner, and failure to retrieve item in a timely manner.

- iv. The VENDOR shall post all terms of sale agreed upon between the TOWN and the VENDOR, including but not limited to, the amount of time allowed for payment and merchandise removal, and the amount of the buyer's premium.
5. The VENDOR shall be solely responsible for collection of the winning bid/purchase amount, buyer's premium and all applicable sales taxes.
6. VENDOR shall be solely responsible for filing all applicable sales tax reports/returns, and remitting same to the appropriate jurisdiction in a timely manner; should VENDOR fail to do so, VENDOR shall be solely responsible for all penalties and interest.
7. VENDOR shall remit the sale proceeds to the TOWN within fifteen (15) business days after invoices are sent to the winning bidder/purchase and all monies are received from the winning bidder.
8. It is agreed that all auctioned items shall be sold to the highest bidder, "as-is", "where-is", with no warranty expressed, implied or otherwise. The TOWN retains all rights to reject any bids it deems insufficient.
9. Upon accepting a winning bid, the TOWN agrees to provide merchantable title for motor vehicles, and agree to write-in the purchase information on the back of any titles issued to purchasers (as required by law). Additionally, the TOWN agrees to not sell listed merchandise before the term of the online auction has been completed.
10. The VENDOR shall submit to the Town, upon the Town's request, any reports, invoices, materials or other documentation in relation to the Services to be provided pursuant to this agreement.



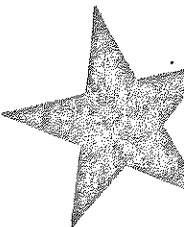
11. All items will be sold subject to approval of the Commissioner of General Services after the auction has closed. Copies of invoices will be provided to the TOWN by the VENDOR as they are distributed to buyers at the close of the auction.
12. The winning bidder/purchaser of each item shall be solely responsible for the removal of the purchased item(s)/equipment/vehicle(s) from the TOWN's premises within the removal period as designated in each online auction listing. The winning bidder/purchaser shall be responsible for making removal arrangements with the TOWN's representative listed on the auction site. Removal of an item shall not be permitted unless and until confirmation of payment is made by the VENDOR to the TOWN.
13. Any item not removed within the designated removal period shall be deemed abandoned, and, as such, shall be subject to re-possession by the TOWN with no refund to the winning bidder/purchaser. VENDOR shall be responsible for posting this TOWN policy, in addition to all other pertinent policies, on the auction website for bidders to review.
14. VENDOR shall provide a dedicated local sales representative to assist the TOWN in the auction and sale process.
15. VENDOR shall provide training to TOWN personnel with respect to the cataloging of surplus assets and checking-in of vehicles, as well as VENDOR's website and auction processes.
16. VENDOR shall maintain Customer Service Representatives that are available by telephone to the TOWN and to potential bidders, Monday through Friday, from 9am to 5pm Eastern Time. If an auction is scheduled to close outside those hours, then



telephone support shall be provided until the closing of the auction. In addition, VENDOR shall continuously maintain a "chat function" on its website to allow the TOWN and potential bidders to directly address any comments, questions or concerns to VENDOR.

17. At no cost to the TOWN, VENDOR shall advertise the TOWN's online auction items through the issuance of press releases, post cards, digital advertising, and through social media.

18. Even if not delineated specifically herein, VENDOR shall provide all services outlined in VENDOR's response dated February 7, 2019, to the TOWN's RFP for Online Auction Services for Surplus Town Property.

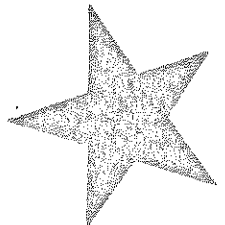




## EXHIBIT B

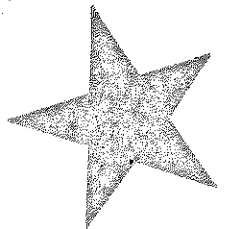
### PAYMENT

1. The VENDOR shall not receive any payment directly from the TOWN for Services provided and performed under this Agreement. The winning bidder/purchaser of each item shall pay a percentage amount of the bid/purchase amount to the VENDOR, as more particularly detailed below, which amount shall be added to the winning bidder's/purchaser's successful high bid amount, and shall constitute VENDOR's sole compensation for Services provided and performed under this Agreement:
  - a. VENDOR shall receive a 10% Discounted Buyer's Premium to be paid by the successful high bidder/purchaser in addition to the winning high bid/purchase price per asset, which shall constitute VENDOR's sole compensation for the sale of such asset. This buyer premium shall be due for all buyer/purchaser payments, excluding debit and credit card payments.
  - b. VENDOR shall receive a 14% Non-Discounted Buyer's Premium to be paid by the successful high bidder/purchaser in addition to the winning high bid/purchase price per asset, which shall constitute VENDOR's sole compensation for the sale of such asset. This buyer premium shall be due for all buyer/purchaser payments made by debit and credit card.
  - c. VENDOR shall receive a reduced buyer's premium on the sale of vehicles and heavy equipment that are within two (2) and three (3) years of the manufacture date, as follows:



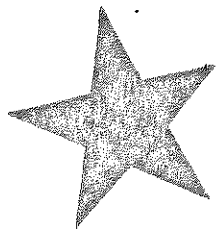


- i. If a vehicle of piece of heavy equipment is within two (2) years of the manufacture date, the buyer's premium due as detailed in (a) and (b) above, shall be reduced by four (4%) percent.
  - ii. If a vehicle of piece of heavy equipment is within three (3) years of the manufacture date, the buyer's premium due as detailed in (a) and (b) above, shall be reduced by five (5%) percent.
- 2. VENDOR shall receive an additional Fifteen (\$15.00) Dollar reimbursement from the highest bidder/purchaser for each bank transfer/wire transfer, which shall be in addition to the applicable buyer's premium.
  - a. If the TOWN elects to have VENDOR travel to TOWN facilities to obtain photos and condition reports of TOWN designated items up for auction (aka the 'Check-In Service'), the VENDOR shall be reimbursed for same as follows:
    - i. Vehicle, heavy equipment or titled asset--The TOWN shall reimburse VENDOR in the amount of Thirty (\$30.00) Dollars for such service, which shall include the VENDOR's sales representative's travel to the requested location; a minimum of eight (8) high resolution photographs that are cropped and enhanced post-cataloging, to enhance clarity and visibility on the auction website; starting, running and test driving of vehicle/heavy equipment /motorized assets to more accurately describe their current condition; ample collection of asset-specific information and details; and additional research on unique assets.





- ii. General Merchandise asset/lot – 'The TOWN shall reimburse VENDOR in the amount of Five (\$5.00) Dollars for such service, which shall include the VENDOR's sales representative's travel to the requested location; a minimum of eight (8) high resolution photographs that are cropped and enhanced post-cataloging, to enhance clarity and visibility on the auction website; proper auction order creation; ample collection of asset-specific information and details; and additional research on unique assets.





Meeting of May 10, 2022

Resolution No 307-2022

Reviewed By  
Office of Town Attorney  
*Paul B. Hef*

WHEREAS, by Resolution No. 315-2020, adopted on June 16, 2020, the Town Board authorized the Supervisor to execute an agreement with J.C. Broderick & Associates, 1775 Express Drive North, Hauppauge, NY 11788, to provide the Town with lead paint testing services for the Department of Intergovernmental Affairs' Division of Community Development's Residential Rehabilitation Program, from June 1, 2020 through May 31, 2021, nunc pro tunc, with two (2) one (1) year extension options, in a total amount to exceed \$20,000.00 per year; and

WHEREAS, by Resolution No. 274-2021, adopted on May 18, 2021, the Town Board authorized the Supervisor or his designee, to exercise the first one (1) year extension option of the Agreement with J.C. Broderick & Associates to provide the Town with lead paint testing services, from June 1, 2021 through May 31, 2022, in an amount not to exceed \$20,000.00; and

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated April 7, 2022, requested that the Town Board authorize the Supervisor, or his designee, to exercise the second one (1) year extension option of the agreement with J.C. Broderick & Associates to provide the Town with lead paint testing services, from June 1, 2022 through May 31, 2023, in an amount not to exceed \$20,000.00,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and the Supervisor, or his designee, is hereby authorized to exercise the second one (1) year extension option with J.C. Broderick Associates to provide the Town with lead paint testing services, as part of the Department of Intergovernmental Affairs' Division of Community Development's Residential Rehabilitation Program, from June 1, 2022 through May 31, 2023, in an amount not to exceed \$20,000.00; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. IGA CD 8668 48250 731 CD20; and be it further

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

-#-

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

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



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

TO: Memorandum Docket

FROM: Frank V. Sammartano, Commissioner  
Intergovernmental Affairs

DATE: April 7, 2022

SUBJECT: Community Development  
J.C. Broderick & Associates, Inc.

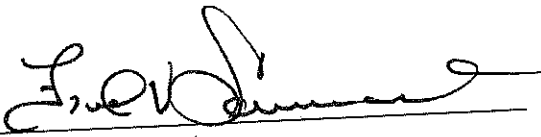
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Town Board Resolution # 315-2020 authorized the Supervisor to enter into an Agreement with J.C. Broderick & Associates, Inc. to provide Lead paint testing services for the Division of Community Development's Residential Rehabilitation program for the period June 1, 2020 through May 31, 2021.

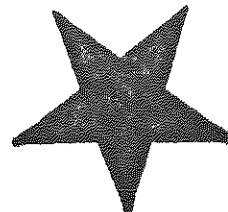
Town Board Resolution # 315-2020 also allowed this division to extend this Agreement ending May 31, 2021, for two (2) one (1) year extension options. This department is respectfully requesting to exercise the second extension which will extend the Agreement from June 1, 2022 through May 31, 2023.

It is, therefore, respectfully requested that the Town Board authorize the Supervisor, or his authorized designee to enter into this contract extension in the amount of \$20,000. Funds for this purpose are available in account IGA CD 8668 48250 731 CD 21.

Thank you for your attention to this matter.

  
\_\_\_\_\_  
Frank V. Sammartano  
Commissioner

FVS/PA





Meeting of June 16, 2020

Resolution No. 315-2020

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated June 5, 2020, advised that a request for proposals (RFP) was issued by the Division of Community Development to procure Lead Paint Testing services relative to the Division of Community Development, in accordance with the Town's procurement policy, was forwarded to five (5) firms, and was advertised on the Town website and the Division of Community Development received five (5) responses; and

WHEREAS, following a review and evaluation of said five (5) responses by a selection committee, based on the technical merits of said responses, and in compliance with the requirements of Guidelines 6 and 9 of the Town's Procurement Policy, Commissioner Sammartano by said memorandum, requested and recommended that the Town Board authorize J.C. Broderick & Associates, Inc., to provide Lead Testing Services for the Division of Community Development, for a total fee of \$20,000.00 per year, beginning June 1, 2020 and ending May 31, 2021, with the option of two (2) one (1) year extensions. Further authorization is requested for the Office of the Town Attorney to negotiate and approve any agreement and the Supervisor and/or his designee to be authorized to execute an agreement for same; and

WHEREAS, Commissioner Sammartano, by said memorandum, advised that funds for payment for these services is available from Account No. IGA CD 8668 48250 731 CD19,

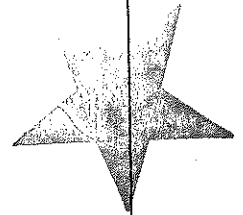
RESOLVED, That the request and recommendation as hereinabove set forth are accepted and approved, and that J.C. Broderick & Associates, Inc., is hereby authorized to provide the above-referenced Lead Paint Testing services, beginning June 1, 2020, nunc pro tunc, and ending May 31, 2021, with the option of two (2) one (1) year extensions, in a total amount not to exceed \$20,000.00 per year, and the Office of the Town Attorney is authorized to negotiate and approve said agreement and the Supervisor and/or his designee are authorized to execute said agreement, and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, and that the funds for said payment are to be drawn from Account No. IGA CD 8668 48250 731 CD19.

-#-

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



Reviewed By  
Office of Town Attorney  
*Danica Waite*

Meeting of May 10, 2022

Resolution No 308-2022

WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memorandum dated April 5, 2022, recommended that the Town Board authorize payment of a refund in the amount of \$750.00 to Dennis and Clare Crossley, 6 Roseanne Drive, Woodbury, New York 11797, for the fee paid for an extension of time for Building Permit Number L46015, dated December 6, 1995, but which extension was not required since a Certificate of Occupancy, Number A36424, was issued December 21, 1995,

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 \$750.00 to Dennis and Clare Crossley, 6 Roseanne Drive, Woodbury, New York 11797, 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	Absent
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye



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

April 5, 2022

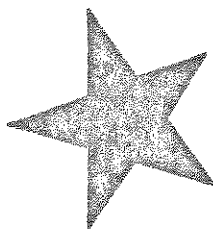
**TO:** MEMORANDUM DOCKET  
**FROM:** OFFICE OF THE COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
**SUBJECT:** RESIDENT REFUND - DENNIS AND CLARE CROSSLEY

Pursuant to the Code of the Town of Oyster Bay, this Department granted an extension of time at the cost of \$750.00 for Building Permit Number L46015, dated December 6, 1995, for a raised wood deck. However, Building Permit Number L46015 was issued Certificate of Occupancy Number A36424, dated December 21, 1995, and an extension of time was not required.

Therefore, in light of the aforementioned facts, a seven hundred fifty dollar (\$750.00) refund for the building permit extension of time fee associated with Building Permit Number L46015 should be refunded to Dennis and Clare Crossley, 6 Roseanne Drive, Woodbury, New York 11797, under account number PAD B 0001 02555 000 0000.

  
ELIZABETH L. MACCARONE  
COMMISSIONER

ELM:km





April 5, 2022

Town of Oyster Bay  
Department of Planning and Development  
Town Hall – 74 Audrey Avenue  
Oyster Bay, New York 11771  
Attn: Kamila Matulik

Dear Ms. Matulik,

As we were in the process of selling our home at 6 Roseanne Drive, Woodbury, we were advised by our real agent that a review of our records indicated an open permit.

Since closing could not take place on an open permit, we paid \$750.00, check #1792, attached, dated 2/10/22, to clear up the issue.

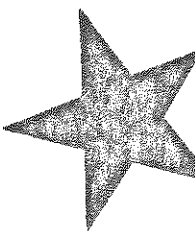
A subsequent title review indicated no such open permit existed and title was clean. See attached documents.

Accordingly, we are requesting a refund for the payment of \$750.00 we paid as a result of inaccurate information.

Thank you for your assistance.

Very Truly Yours,

Dennis & Clare Crossley  
6 Roseanne Drive  
Woodbury, NY 11797  
516-509-3545





C+CTOT@gmail.com

(Home: [REDACTED])  
 \*\* Cell: [REDACTED] \*\*



# TOWN OF OYSTER BAY CLAIM

AUDREY AVENUE, OYSTER BAY, NEW YORK 11771

TAXPAYER IDENTIFICATION NUMBER  
 FEDERAL ID # ☐ SOCIAL SECURITY # ☐

CLAIMANT'S NAME  
 Dennis + Claire Crossley

CONTRACT #

ORDER #

CLAIMANT'S ADDRESS  
 6 Roseanne Dr. Woodbury, NY 11797

CONTRACT NAME

TOWN DEPARTMENT

CLAIMANT INVOICE #

RESO #

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

DATE	DESCRIPTION	UNIT PRICE	TOTAL
	As we were in the process of selling our home at 6 Roseanne Drive, Woodbury, we were advised by our real estate agent that a review of our records indicated an open permit. Since closing could not take place on an open permit, we paid \$750, check # 1792, attached, dated 2/10/22, to clear up the issue. A subsequent title review indicated no such open permit existed and title was clean. See attached documents. Accordingly, we are requesting a refund for the payment of \$750 we paid as a result of inaccurate information. Thank you for your assistance. Claire Crossley 3/28/22		\$ 750

THE BELOW CERTIFICATION MUST BE PROPERLY FILLED OUT BY THE CLAIMANT

I HEREBY CERTIFY the above articles were sold and delivered and/or the above service rendered to the Town of Oyster Bay on the dates and for the prices or amounts billed; that the above bill is just, true and correct; that no part thereof has been paid except as stated therein and that the balance there stated in the amount of no part thereof has been paid except as stated therein and that the balance there in stated in the amount of \$750.00

TOTAL AMOUNT	
CASH DISCOUNT %	
NET AMOUNT	\$ 750.00

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

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

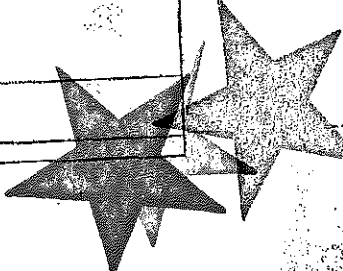
Signature Claire Crossley Title \_\_\_\_\_  
 Print or type name CLAIRE T CROSSLEY Name of Company \_\_\_\_\_

Date 3/28/22

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

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
 Department \_\_\_\_\_ Account \_\_\_\_\_

cc L.H.  
RA  
BE





# Inspection Document

146015

Town of Oyster Bay  
Department of Planning and Development  
Phone 516-624-6200



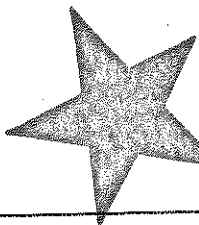
74 Audrey Avenue  
Town Hall, Oyster Bay, NY 11771  
Fax 516-624-6240

SY05501		15-175-71	N-10	95003948				
Permittee	HELEN ZITA 6 ROSEANNE DR WOODBURY NY 11797 516-364-3253		Contractor	HELEN ZITA 6 ROSEANNE DR WOODBURY NY 11797 516-364-3253				
Property Owner	HELEN ZITA 6 ROSEANNE DR WOODBURY NY 11797 516-364-3253		Plumber					
			Electrician					
Address of Actual Construction								
6 ROSEANNE DR WOODBURY, NY 11792			Tenant					
Permission Granted for the			Estimated Cost of Construction \$0					
<table border="1"> <tr> <td>ROSEANNE DRIVE</td> <td>520.44</td> <td>JOB# COURT</td> <td>WOODBURY</td> </tr> </table>					ROSEANNE DRIVE	520.44	JOB# COURT	WOODBURY
ROSEANNE DRIVE	520.44	JOB# COURT	WOODBURY					

A 16.0' x 28.0' Raised Exterior Wood Deck with steps to grade Attached to rear side of Dwelling, ALL WORK TO COMPLY WITH T.O.B. APPROVED PLANS DATED 11/15/95. ZONING REVIEW: ONE FAMILY DWELLING ONLY

EXTENSION OF TIME  
DATE 05/11/2022  
BY 010004803-8  
MUST COMPLY WITH PRESENT CODES

Date Issued:	12/06/1995	Work Must Start By:	06/06/1996
CO must be issued by 05/11/2022 or permit will expire unless renewed prior to expiration			







No. A36424

12/21/95

Property Owner Information  
Helen Zita, 06 Rosanne Drive, Woodbury, New York 11797, 894-3253

Property Information: Section: 18, Block: 175, Lot(s): 71  
Location: West, Rosanne Drive, 520.44' South, Joan Court  
Zone: RD, 18  
Full Name: (Woodbury)

Address: 06 Rosanne Drive, Woodbury

Appl No. Bldg Per. No. Date Receipt No. Z.B.A. No. Date Town Brd No. Date CA No Elec No  
3948 L46015 12/08/95 H114068

Work Completed

L46015 - A 16.0' x 28.0' Raised Exterior Wood Deck with steps

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

TOBDPD Certificate of Occupancy - SBL Copy

Commissioner, Department of Planning and Development



No. A36424

12/21/95

Property Owner Information  
Helen Zita, 06 Rosanne Drive, Woodbury, New York 11797, 894-3253

Property Information: Section: 18, Block: 175, Lot(s): 71  
Location: West, Rosanne Drive, 520.44' South, Joan Court  
Zone: RD, 18  
Full Name: Woodbury

Address: 06 Rosanne Drive, Woodbury

Appl No. Bldg Per. No. Date Receipt No. Z.B.A. No. Date Town Brd No. Date CA No Elec No  
3948 L46015 12/08/95 H114068

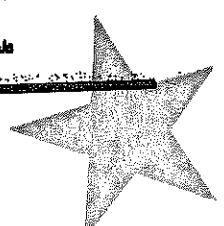
Work Completed

L46015 - A 16.0' x 28.0' Raised Exterior Wood Deck with steps

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

TOBDPD Certificate of Occupancy - SBL Copy

Commissioner, Department of Planning and Development





DENNIS J. CROSSLEY  
6 ROSEANNE DR.  
WOODBURY, NY 11797-1903

1-2/210

DATE

2/10/22

\$ 750.<sup>00</sup>/<sub>100</sub>

PAY TO THE ORDER OF

Town of Oyster Bay  
SEVEN Hundred & Fifty

DOLLARS



Security features  
on back

CHASE

JPMorgan Chase Bank, N.A.  
www.Chase.com

MEMO

15-175-71

Dennis J. Crossley

Deposit Only  
Town of Oyster Bay  
6824008/64

CHECK HERE FOR DEPOSIT ONLY

AT

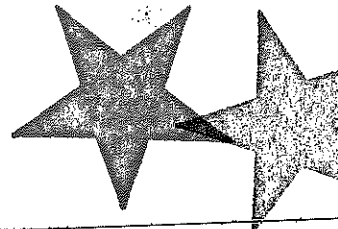
NAME OF

DEPOSIT

CAPITAL ONE, NA

RICHMOND, VA 114 22

Deposit





ITEM 1 OF 1

TOWN OF OYSTER BAY

PERMIT RECEIPT

OPERATOR: jdunn  
COPY # : 1

Sec:15 Twp:Oyster B Rng: Sub: Blk:175 Lot:71  
SBL ..... 15-175-71

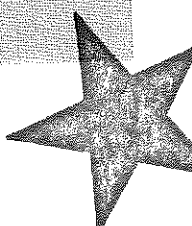
DATE ISSUED.....: 02/11/2022  
RECEIPT #.....: 01000480388  
REFERENCE ID # ....: 95003948

Permit Num .....: L46015  
SITE ADDRESS .....: 6 ROSEANNE DR  
SUBDIVISION .....:  
CITY .....: WOODBURY  
IMPACT AREA .....

OWNER .....: HELEN ZITA  
ADDRESS .....: 6 ROSANNE DR  
CITY/STATE/ZIP ....: WOODBURY, NY 11797

RECEIVED FROM ....: DENNIS CROSSLEY  
CONTRACTOR .....: LIC # \*OWNER\*  
COMPANY .....: HELEN ZITA  
ADDRESS .....: 6 ROSANNE DR  
CITY/STATE/ZIP ....: WOODBURY, NY 11797  
TELEPHONE .....

FEE ID	UNIT	QUANTITY	AMOUNT	PD-TO-DT	THIS REC	NEW BAL
B-REISSUER FLAT RATE		1.00	750.00	0.00	750.00	0.00
			750.00	0.00	750.00	0.00
TOTAL PERMIT :						
METHOD OF PAYMENT		AMOUNT	REFERENCE NUMBER			
CHECK		750.00	1792			
TOTAL RECEIPT :		750.00				





Resolution No 309-2022

Meeting of May 10, 2022

Reviewed By  
Office of Town Attorney  
*America Walsh*

WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memorandum dated April 5, 2022, recommended that the Town Board authorize payment of a partial refund in the amount of \$634.00 to Mr. Peter Sullivan, 27 Harold Road, Plainview, New York 11753, for payment made for the issuance of Building Permit Number R22000698, dated February 17, 2022, which was incorrectly calculated at \$851.00, as a permit to maintain a pavilion and outdoor kitchen, rather than a permit to construct a new pavilion and outdoor kitchen for which the fee is \$217.00, with funds available for payment in Account No. PAD B 0001 02555 000 0000,

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 \$634.00 to Mr. Peter Sullivan, 27 Harold Road, Plainview, New York 11753, 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	Absent
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye



TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO

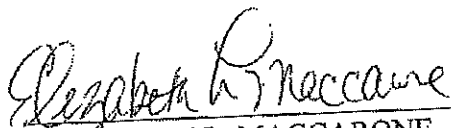
April 5, 2022

**TO:** MEMORANDUM DOCKET  
**FROM:** OFFICE OF THE COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
**SUBJECT:** RESIDENT REFUND – PETER SULLIVAN

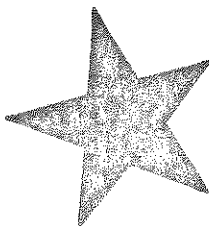
---

Pursuant to the Code of the Town of Oyster Bay, this Department issued Building Permit Number R22000698, dated February 17, 2022, to construct a pavilion and outdoor kitchen at 27 Harold Road, Plainview, N.Y. 11803. The final Building Permit fee charged was \$851.00. This final Building Permit fee included a tripling of the fee as if the structures were existing. The Building Permit fee to install a new pavilion and outdoor kitchen has been corrected to \$217.00.

Therefore, in light of the aforementioned facts, a six hundred, thirty four (\$634.00) refund for the issuance of Building Permit Number R22000698 should be refunded to Mr. Peter Sullivan, 27 Harold Road, Plainview, New York 11753 under account number PAD B 0001 02555 000 0000.

  
ELIZABETH L. MACCARONE  
COMMISSIONER

ELM:km





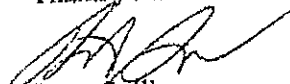
Peter Sullivan  
27 Harold Rd.  
Plainview, NY 11803

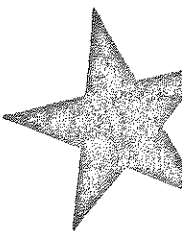
Timothy R. Zike  
Deputy Commissioner  
Town of Oyster Bay, Dept.  
of Planning and Development  
Audrey Avenue  
Oyster Bay, NY

Dear Mr. Zike,

I write in regard to Permit Number R22000698. Please issue a refund as the fee was charged as if this was a maintain rather than as a new construction.

Thank you.

  
Peter Sullivan





## TOWN OF OYSTER BAY

## CLAIM

AUDREY AVENUE, OYSTERS BAY, NEW YORK 11771

TAXPAYER IDENTIFICATION NUMBER

FEDERAL ID: [ ] SOCIAL SECURITY #

CLAIMANT'S NAME <b>Peter Sullivan</b>	CONTRACT #	ORDER #
CLAIMANT'S ADDRESS <b>27 Harold Rd. Plainville, NJ 08863</b>	CONTRACT NAME	
TOWN/DEPARTMENT <b>Building Department</b>	CLAIMANT INVOICE #	RESO #

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

### DETAILED DESCRIPTION OF MATERIALS OR SERVICES

[illegible]

THE BELOW CERTIFICATION MUST BE PROPERLY FILLED OUT BY THE CLAIMANT.

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

\$634.00

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

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

Date 3/14/2022

**Signature**

Print of type name:

7432

Name of Company:

I HEREBY APPROVE this claim for the sum of \$634.00 for the services, disbursements and materials herein indicated which were actually performed and were for the Town of Oyster Bay.

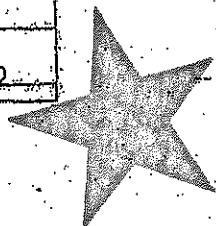
## Signature

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COMMISSIONER

海

Department PLANNING AND DEVELOPMENT Account: PAP B 0001 02555 000 0000





# Building Permit

R22000698

Town of Oyster Bay  
Department of Planning and Development  
Phone 516-624-6200



74 Audrey Avenue  
Town Hall, Oyster Bay, NY 11771  
Fax 516-624-6240

School District: Plainview Section/Block/Lot: 12-481-24 Zone: R1-7 Application No: 21080235 ZBA Number: 22-30 ZBA Date: 02/01/2022 Receipt No: 01000480557

Permittee	MORANO EXPEDITING/DIARIA LASPISA 2938 HEMPSTEAD TPKE STE 212 LEVITTOWN NY 11756 (631) 698-5602	Contractor	LONG ISLAND POOL & PATIO INC 542 MIDDLE COUNTRY ROAD CORAM, NY 11727 (631) 698-4100
Property Owner	PETER SULLIVAN 27 HAROLD RD PLAINVIEW, NY 11803	Plumber	
		Electrician	VSC ELECTRIC 322 3RD AVENUE BAYPORT NY 11705 (631) 858-7077

## Address of Actual Construction

27 HAROLD RD  
PLAINVIEW, NY 11803

Tenant

Permission Granted for the

CONSTRUCTION OF

Estimated Cost of Construction \$13064

AN (18' X 12') (216 S.F.) PAVILLION, A (10' X 8') (L-SHAPED) OUTDOOR KITCHEN COUNTERTOP, AS PER PLANS PREPARED BY ROBERT R. DESMARAIS JR., R.A. DATED 7/5/2021.  
\*NO PLUMBING UNDER THIS APP\*

ALL WORK TO COMPLY WITH T.O.B. APPROVED PLAN DATED 2/7/2022.

ZONING REVIEW: MUST COMPLY WITH ZONING BOARD OF APPEALS DECISION 22-30 DATED 2/1/2022. THE BUILDING DIVISION REQUIRES AN ORIGINAL UPDATED SURVEY OF THE PROPERTY, STAMPED AND SEALED BY A LICENSED SURVEYOR

This Permit has been issued specifically for the construction or maintenance of the improvement listed herein. The issuance of this Permit shall not be deemed to be an acknowledgment by the Town of Oyster Bay as to the legality or any other improvements to the subject premises. It is specifically understood that the issuance of a Certificate of Occupancy by the Town of Oyster Bay for the improvement listed herein shall be conditioned upon the issuance of a Building Permit and Certificate of Occupancy for any and all other improvements to the subject premises.

A Certificate from an approved Electrical Inspection Co. is to be placed on file prior to issuance of a Certificate of Occupancy/Approval/Completion

Located On	Side Of	Feet	Dr	Post Office
E	HAROLD ROAD	276.75	S	PLAINVIEW
DESCRIPTION	FEE	PAID	BALANCE	
APP. PER	100.00	100.00	0.00	
BUILD	100.00	100.00	0.00	
CD	100.00	100.00	0.00	
*** FEE TOTALS ***	300.00	300.00	0.00	
TOTAL PAID AFTER APPLICATION FEE APPLIED: \$300.00				
<p>Violation of this new building or addition or alteration prior to the issuance of a Certificate of Occupancy will be considered a violation of the Code of the Town of Oyster Bay. Prompt notification by the various contractors for inspection of their various parts of the work will avoid delay in the issuance of the Certificate of Occupancy. Work and approved plans must be posted on the job site, open to public inspection, until completion of the work and inspection.</p> <p>Changes regardless of size from the stamped approved plans must be submitted to the Department of Planning and Development and approved before changes are made. Approved plans must be retained on the job and available to inspection at all times.</p> <p>INSPECTORS</p>				

There are numerous inspection requirements that vary according to the type of structure built or maintained. Some but not all of the required inspections follow:

### BUILDING INSPECTIONS

- \*Demolition Inspections - Check with Building Division.
- \*Concrete Certifications.
- \*Soil Conditions - before footings and foundations are poured.
- \*Forms for footings, keyways and foundations including rebar.
- \*Waterproofing, membrane and insulating
- \*Foundations and/or slabs.
- \*Framing - wood or steel before mechanicals
- \*Framing after mechanicals and before insulating.
- \*Insulation Inspection - before closing
- \*Roof enclosed.
- \*Final Inspection.

### PLUMBING INSPECTIONS

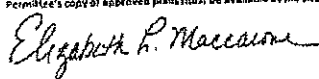
- \*Underground plumbing - before backfilling.
- \*Sewer plumbing - before closed up and ready for test.
- \*Final inspection when all fixtures are set.
- \*Sewer connection - spill file-in.
- \*Sanitary systems (excavation/construct on).
- \*Installation or replacement of burners (oil, gas, electric).
- \*All Tanks - Insulate or above. Check with Building Division for required tagging and in testing and inspection.
- \*Pressure tests are required for any natural or propane gas installation.
- \*Allegation or replacement.
- \*Hydrostatic pressure testing must be witnessed by a plumbing inspector for all fire sprinkler systems.

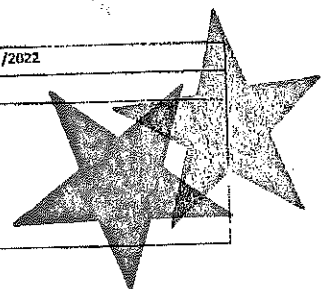
### DRAINAGE, SITE WORK, & RETAINING WALLS:

Contact Planning and Development site engineer.

ALL PERMITS ISSUED IN CONJUNCTION WITH SITE PLAN REVIEW

Please be advised that a Certificate of Occupancy will not be issued for this project until all of the required landscaping has been installed and inspected, or a performance bond in the amount of \$\_\_\_\_\_ has been posted with the Town of Oyster Bay

Date Issued:	02/17/2022	Work Must Start By:	8/17/2022
CO must be issued by 02/18/2023 or permit will expire unless renewed prior to expiration.			
Permittee's copy of approved plans must be available at the site for all inspections			
			
Commissioner, Department of Planning and Development			





ITEM 3 OF 3

TOWN OF OYSTER BAY  
\$100 CREDIT RECEIPT

RECEIPT # : 01000480557  
RECEIPT DATE : 02/17/2022

PRINT DATE : 03/09/2022  
PRINT TIME : 10:50:14  
OPERATOR : sgerber  
COPY # : 1

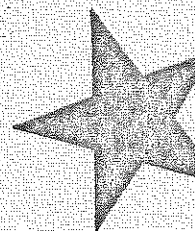
RECEIVED BY : SG  
REC'D. FROM : LORI & PETER SULLIVAN

CASH DRAWER: 01

CUSTOMER ID	ITEM	PAYMENT
1.000	\$100.00 \$100 CREDIT	-100.00
		-100.00

TOTAL

METHOD OF PAYMENT	AMOUNT	REFERENCE NUMBER
CHECK	851.00	3791
TOTAL RECEIPT :	851.00	





2 ITEMS OF 3

TOWN OF OYSTER BAY

PERMIT RECEIPT

OPERATOR: sgerber  
COPY # : 1

Sec:12 Twp:Oyster B Rng: Sub: Blk:481 Lot:24  
SBL .....: 12-481-24

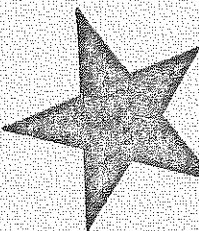
DATE ISSUED.....: 02/17/2022  
RECEIPT #.....: 01000480557  
REFERENCE ID # ....: 21080235

Permit Num .....: R22000698  
SITE ADDRESS .....: 27 HAROLD RD  
SUBDIVISION .....:  
CITY .....: PLAINVIEW  
IMPACT AREA .....:

OWNER .....: PETER SULLIVAN  
ADDRESS .....: 27 HAROLD RD  
CITY/STATE/ZIP ....: PLAINVIEW, NY 11803

RECEIVED FROM ....: LORI & PETER SULLIVA  
CONTRACTOR .....: LONG ISLAND POOL & PATIO INC LIC # 00423  
COMPANY .....: LONG ISLAND POOL & PATIO INC  
ADDRESS .....: 543 MIDDLE COUNTRY ROAD  
CITY/STATE/ZIP ....: CORAM, NY 11727  
TELEPHONE .....: (631) 698-4100

FEE ID	UNIT	QUANTITY	AMOUNT	PD-TO-DT	THIS REC	NEW BAL
B-BLDG FEE	VALUATION	13,064.00	768.00	0.00	768.00	0.00
B-CO	VALUATION	13,064.00	183.00	0.00	183.00	0.00
TOTAL PERMIT :			951.00	0.00	951.00	0.00





- \$851.00

Total

Feb 17, 2022  
Post date

3791  
Check #

1-2/210 3791

LOUIA SULLIVAN  
PETER J. SULLIVAN  
27 HAROLD RD.  
PLAINVIEW, NY 11803

THU DATE 2/17/22

PAY TO THE ORDER OF TOWNS OF OVERTON, NY \$ 851.00

Eight hundred and fifty one 00/100

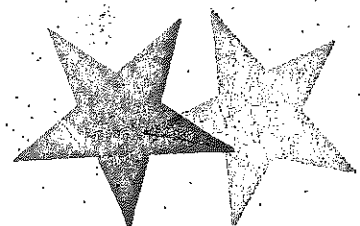
CHASE  
Member FDIC

MEMO [REDACTED]

[REDACTED]

[REDACTED]

[Signature]









Meeting of May 10, 2022

Reviewed By  
Office of Town Attorney

WHEREAS, by Resolution No. 739-2021, adopted on December 7, 2021, the Town Board authorized the Department of Public Works to enter into Contract No. PWC07-22, On-Call Engineering Services relative to Civil Engineering, with D & B Engineers and Architects, DPC, for a two (2) year term, from January 1, 2022 through December 31, 2023; and

WHEREAS, Steven A. Fangmann, P.E., President and CEO, D & B Engineers and Architects, DPC, by letter dated March 17, 2022, set forth the scope of work to be performed under Contract No. PWC07-22, with regard to rehabilitation work at various locations within the Town of Oyster Bay, in an amount not to exceed \$100,000.00; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated April 8, 2022, requested Town Board authorization for funds in an amount not to exceed \$100,000.00, for D & B Engineers and Architects, DPC to provide engineering services relative to Contract No. PWC07-22; and

WHEREAS, Commissioner Lenz, by said memorandum, further requested that the Comptroller be authorized to make payment of said engineering costs in an amount not to exceed \$100,000.00 for this purpose, in an amount not to exceed \$100,000.00, with funds available in Account No. HWY H 5197 20000 000 2103 008, Project ID No. 2103HWYDB-05; and

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

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, and D & B Engineers and Architects, DPC is hereby authorized to proceed with the aforementioned services in connection with Contract No. PWC07-22, and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed \$100,000.00, with funds to be drawn from Account No. HWY H 5197 20000 000 2103 008, Project ID No. 2103HWYDB-05; and be it further

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

-#-

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

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



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

April 8, 2022

TO : MEMORANDUM DOCKET

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

SUBJECT : ON-CALL CONSULTANT SERVICE REQUEST  
CONTRACT NO. PWC07-22  
CIVIL ENGINEERING  
ACCOUNT NO.: HWY H 5197 20000 000 2103 008  
PROJECT ID NO. 2103HWYDB - 05

---


The consultant, D & B Engineers and Architects, DPC has been approved by the Commissioner of Public Works to provide technical services under On-Call Contract No. PWC07-22 by Resolution No. 739 - 2021 for the subject project. Funds have been made available by the Director of Finance.

Attached is a letter dated March 17, 2022 from D & B Engineers and Architects, DPC regarding the scope of work to be performed in an amount not to exceed \$100,000.00. Services to be provided include field investigations and construction inspection regarding Road Reconstruction Requirements Contract.

Attached is an availability of funds in the amount of \$100,000.00 to satisfy said engineering costs from the Office of the Director of Finance indicating that funds are available in Account No. HWY H 5197 20000 000 2103 008.

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

It is hereby requested that the Town Board authorize, by Resolution D & B Engineers and Architects, DPC under Contract No. PWC07-22, On-Call Technical Assistance Relative to Civil Engineering and requests that the Comptroller be directed to issue an encumbrance order for this purpose.

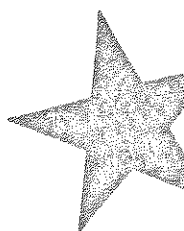
  
RICHARD W. LENZ, P.E.  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS/HIGHWAY

RWL/JET/MR/RP/lk

Attachment

cc: Steven Ballas, Comptroller  
John Bishop, Deputy Commissioner/Highway

PWC07-22 Docket 100000 D & B







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



Requesting Division/Department

HIGHWAY DEPARTMENT

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

Contract Number PWC 07-22

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

Consultant/Contractor D & B Engineers and Architects, DPC

Discipline Civil Engineering

Total Authorization \$100,000.00

Resolution No. 739-2021 Date 12/7/2021

Funded To Date \$0.00

Amount Requested \$100,000.00

Account To Be Used Hwy 45197 200000002103008 - 2103 Hwy DB-05

If Capital Account, State The Related Contract Number: N/A

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 road rehabilitation work

at various locations within the Town of Oyster Bay

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 Deputy Commissioner / DPW Hwy Division

Date 4/4/22

DPW Approval

Only To Be Executed By The Commissioner

Signature [Signature]

Title Commissioner of Public Works

Date 4-4-2022

THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

Amount Requested 100,000.00

Unencumbered Balance 610,486.61

Is The Account To Be Used Consistent With The Nature Of Work Listed Above? Yes ☒ No ☐

Signature [Signature]

Date 4/4/22





# TOWN OF OYSTER BAY

## WORK ORDER



This Section To Be Completed By The Department Of Public Works

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

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

Contract Start 1/12022

Contract No. PWC 07-22

Contract End 12/31/2023

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

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

Vendor Name and Address

D & B Engineers and Architects, DPC

330 Crossways Park Drive

Woodbury, NY 11797

Requesting Town Department Highways

Contact Richard Porcelli Phone 677 - 6058

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

Funds are required for rehabilitation work

at various locations within the Town of Oyster Bay

**This work order shall not exceed \$ 100,000.00**

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

**Requesting Division/Department**

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Deputy Commissioner/DPO  
High Division

4-4-22

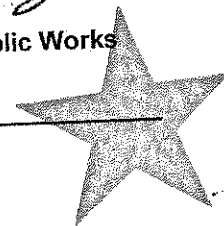
**Department Of Public Works Approval**  
Only To Be Executed By The Commissioner

Signature \_\_\_\_\_

**Commissioner of Public Works**

Date \_\_\_\_\_

4/6/22







## D&B ENGINEERS AND ARCHITECTS

330 Crossways Park Drive, Woodbury, New York 11791  
516-364-9890 • 718-460-3634 • Fax: 516-364-9045 • www.db-eng.com

### Board of Directors

Steven A. Fangmann, P.E., BCEE  
President & Chairman

Robert L. Raab, P.E., BCEE, CCM  
Senior Vice President

William D. Merklin, P.E.  
Senior Vice President

March 17, 2022

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

Re: Town Road Rehabilitation and Flood Mitigation Assistance  
On-Call Civil Engineering Services  
Contract No. PWC07-22, Resolution 739-2021

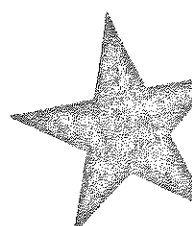
Dear Mr. Tassone:

D&B Engineers and Architects (D&B) is pleased to submit this proposal to provide civil engineering services to support road rehabilitation and roadway flood mitigation work to be performed under the Town's Road Rehabilitation and related requirements contracts. Based upon discussions with your office, it is understood that the following services are to be provided:

### Road Rehabilitation Activities

1. Discussion with the Departments of Public Works and Highways to determine which roads are to be resurfaced or reconstructed and the appropriate scheduling and phasing requirements.
2. Perform field investigations to determine if subject roads can be resurfaced or if conditions require full reconstruction.
3. Coordinate scheduling of the work with representatives of the Town and the Town's Requirements Contractor.
4. Ensure that proper pre-construction activities have been accomplished, including utility mark-out, resident notification, and establishment of necessary maintenance and protection of traffic (MPT).
5. Perform inspection of the Contractor's work, ensure the Contractor's compliance with the Work Order and obtain copies of all materials tickets from the Contractor.
6. Coordinate any necessary testing services for materials used in construction.
7. At the completion of each Work Order, prepare a punch list, as necessary for use by the Contractor for any corrective work.

*"Facing Challenges, Providing Solutions... Since 1965"*





D&B ENGINEERS AND ARCHITECTS

Page 2

John Tassone, Deputy Commissioner  
Town of Oyster Bay  
Department of Public Works  
March 17, 2022

8. Review and recommend payment of the Requirement Contractor's claims for completed work to the Town.

Roadway Flood Mitigation Activities

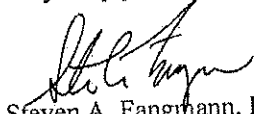
1. Assist Town personnel with construction administration and technical assistance with the Town's implementation of existing check valve installation designs prepared for various designated locations throughout the Town.
2. Coordinate with the Town's requirements Contractor, as necessary, to answer questions and clarify requirements of D&B's check valve design documents.
3. Perform field inspection activities related to the construction work, including preparation of inspection logs, attend and administer on-site construction meetings, and prepare related correspondence, as required and requested by the Town.

Consistent with our previous work for road restoration and flood mitigation assistance to the Town, D&B will provide the necessary engineering and inspection staff to accomplish these tasks. D&B has identified several qualified inspectors and personnel who are familiar with the Town's procedures, will be available to service this contract with varying levels of expertise, with inspectors assigned to a given Work Order depending upon the complexity of the work to be performed, and subject to approval by the Town.

To initiate the anticipated scope of work through the 2022 term of this on-call contract, it is requested that the Town authorize a combined total encumbrance value of \$100,000 to address assignments related to the technical activities scoped above. Engineering services will be billed on a timecard basis in accordance with the terms of our on-call contract, and laboratory costs, if required by this assignment, will be billed as a pass-through cost without markup to the Town.

If you have any questions, please do not hesitate to call myself or Mr. Sachs of our office at (516) 364-9890, Ext. 3401.

Very truly yours,

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

SAF/PRSt/kb

Enclosure

cc: Matthew Russo (TOB)  
Daniel Haas (TOB)

•PX11162\SAF031722JT-Ltr





Meeting of December 7, 2021

Resolution No. 739-2021

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, 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. PWC07-22, for a two (2) year contract term, commencing January 1, 2022 through December 31, 2023; and

WHEREAS, in response to the aforementioned Request for Proposals, eighteen (18) responses were received by the Division of Engineering; and

WHEREAS, Commissioner Lenz, by said memorandum, stated that after review of the Division of Engineering's preliminary recommendations performed in compliance with the requirements of Guideline 6 and 9 of the Town of Oyster Bay Procurement Policy and in conjunction with the current workload, the Department has selected N & P Engineering, Architecture & Land Surveying, PLLC, LiRo Engineers, Inc., Lockwood, Kessler & Bartlett, Inc., D & B Engineers and Architects, DPC, Nassau Suffolk Engineering & Architecture, PLLC, Hirani Engineering & Land Surveying, P.C., AECOM USA, Inc., de Bruin Engineering, P.C. and H2M Engineers & Architects; and

WHEREAS, Commissioner Lenz, by said memorandum, requested Town Board authorization for the Department of Public Works to enter into Contract No. PWC07-22, On-Call Engineering Services Relative to Civil Engineering, with N & P Engineering, Architecture & Land Surveying, PLLC, LiRo Engineers, Inc., Lockwood, Kessler & Bartlett, Inc., D & B Engineers and Architects, DPC, Nassau Suffolk Engineering & Architecture, PLLC, Hirani Engineering & Land Surveying, P.C., AECOM USA, Inc., de Bruin Engineering, P.C. and H2M Engineers & Architects, for a two (2) year term, commencing on January 1, 2022 through December 31, 2023; and

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

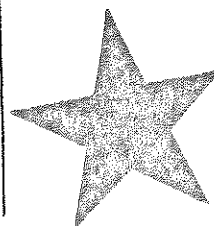
NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved and the Department of Public Works is hereby authorized to enter into Contract No. PWC07-22, On-Call Engineering Services Relative to Civil Engineering, with N & P Engineering, Architecture & Land Surveying, PLLC, LiRo Engineers, Inc., Lockwood, Kessler & Bartlett, Inc., D & B Engineers and Architects, DPC, Nassau Suffolk Engineering & Architecture, PLLC, Hirani Engineering & Land Surveying, P.C., AECOM USA, Inc., de Bruin Engineering, P.C. and H2M Engineers & Architects, for a two (2) year term, commencing on January 1, 2022 through December 31, 2023.

#

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

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

Reviewed By  
Office of Town Attorney





Meeting of May 10, 2022

Resolution No 311-2022

WHEREAS, by Resolution No. 739-2021, adopted on December 7, 2021, the Town Board authorized the Department of Public Works to enter into Contract No. PWC07-22, On-Call Engineering Services relative to Civil Engineering with Lockwood, Kessler & Bartlett, Inc., for a two (2) year term, from January 1, 2022 through December 31, 2023; and

WHEREAS, Brian Ednie, P.E., Vice President, Lockwood, Kessler & Bartlett, Inc., by letter dated March 24, 2022, set forth the scope of work to be performed under Contract No. PWC07-22, relative to funding required for road rehabilitation work at various locations within the Town of Oyster Bay, in an amount not to exceed \$100,000.00; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated April 8, 2022, requested Town Board authorization for funds in an amount not to exceed \$100,000.00 for Lockwood, Kessler & Bartlett, Inc. to provide engineering services relative to Contract No. PWC07-22; and

WHEREAS, Commissioner Lenz, by said memorandum further requested that the Comptroller be directed to issue an encumbrance order in an amount not to exceed \$100,000.00 for said engineering costs, with funds available in Account No. HWY H 5197 20000 000 2103 008, Project ID No. 2103HWYDB-05; and

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

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, and Lockwood, Kessler & Bartlett, Inc. is hereby authorized to provide the aforementioned engineering services in connection with Contract No. PWC07-22, and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed \$100,000.00, with funds to be drawn from Account No. HWY H 5197 20000 000 2103 008, Project ID No. 2103HWYDB-05.

-#-

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	Absent
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye



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

April 8, 2022

TO : MEMORANDUM DOCKET

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

SUBJECT : ON-CALL CONSULTANT SERVICE REQUEST  
CONTRACT NO. PWC07-22  
CIVIL ENGINEERING  
ACCOUNT NO.: HWY H 5197 20000 000 2103 008  
PROJECT ID NO. 2103HWYDB-05

---


The consultant, Lockwood, Kessler & Bartlett, Inc. has been approved by the Commissioner of Public Works to provide technical services under On-Call Contract No. PWC07-22 by Resolution No. 739-2021 for the subject project. Funds have been made available by the Director of Finance.

Attached is a letter dated March 24, 2022 from Lockwood, Kessler, & Bartlett, Inc., regarding the scope of work to be performed in an amount not to exceed \$100,000.00. Services to be provided include field inspection and estimating services regarding the Requirements Contract for Road Restoration.

Attached is an availability of funds in the amount of \$100,000.00 to satisfy said engineering costs from the Office of the Director of Finance indicating that funds are available in Account No. HWY H 5197 20000 000 2103 008.

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

It is hereby requested that the Town Board authorize, by Resolution Lockwood, Kessler & Bartlett, Inc. under Contract No. PWC07-22, On-Call Technical Assistance Relative to Civil Engineering and requests that the Comptroller be directed to issue an encumbrance order for this purpose.

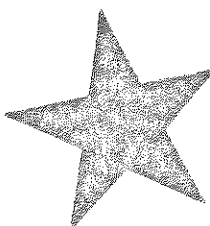
  
RICHARD W. LENZ, P.E.  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS/HIGHWAY

RWL/CT/MR/RP/ik

Attachment

cc: Steven Ballas, Comptroller  
John Bishop, Deputy Commissioner/Highway

PWC07-22 Docket 100000 LKB







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



Requesting Division/Department

HIGHWAY DEPARTMENT

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

Contract Number PWC 07-22

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

Consultant/Contractor Lockwood Kessier & Bartlett, Inc.

Discipline Civil Engineering

Total Authorization \$150,000.00

Resolution No. 739-2021 Date 12/7/2021

Funded To Date \$50,000.00

Amount Requested \$100,000.00

Account To Be Used HWY H 5197 20000 000 2103 008 - 2103 HWY DP-05

If Capital Account, State The Related Contract Number: N/A

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 road rehabilitation work

at various locations within the Town of Oyster Bay

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

Title

Date

[Signature]  
Deputy Commissioner / DPW  
Highway Division  
4/4/22

DPW Approval

Only To Be Executed By The Commissioner

Signature

Title

Date

[Signature]  
Commissioner of Public Works  
4/4/22

THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

Amount Requested 100,000.00

Unencumbered Balance 610,486.61

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

Yes ☒ No ☐

Signature

Date

[Signature]  
4/4/22





# TOWN OF OYSTER BAY

## WORK ORDER



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

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

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

Contract Start 1/1/2022

Contract No. PWC 07-22

Contract End 12/31/2023

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

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

Vendor Name and Address

Lockwood Kessier & Bartlett, Inc.

One Aerial Way

Syosset, NY 11791

Requesting Town Department Highways

Contact Richard Porcelli Phone 677 - 6058

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

Funds are required for road rehabilitation work

at various locations within the Town of Oyster Bay

**This work order shall not exceed \$ 100,000.00**

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

**Requesting Division/Department**

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Deputy Commissioner/DW  
Highway Division

4-4-22

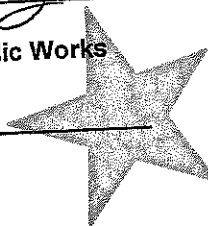
**Department Of Public Works Approval**  
Only To Be Executed By The Commissioner

Signature \_\_\_\_\_

**Commissioner of Public Works**

Date \_\_\_\_\_

4/1/22







ENGINEERING  
EXCELLENCE  
SINCE 1889

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

March 24, 2022

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

Re: On-Call Services for Civil Engineering PWC 07-22  
2022 Town of Oyster Bay Requirements Contract for Road Restoration

Dear Commissioner Lenz:

Per your request, Lockwood, Kessler & Bartlett, Inc. (LKB) is pleased to submit our proposal to provide engineering services, including field inspection, and developing quantities and estimates, for the Town's Requirement Contract for Road Restoration under our Agreement for On-Call Civil Engineering Services.

The Town will identify the roadways that will be restored under the requirements contract for the 2022 paving season. In addition to providing inspection and estimating services it is anticipated that LKB may be requested to provide field survey at a few roadways and parking lot locations to verify grades and address potential drainage/ponding issues.

LKB provided these engineering services on the Town's Requirement Contract for Road Restoration construction inspection contracts last year and we are therefore familiar with the needs of the Town for proper execution of this work. Accordingly, we are exceedingly well positioned to undertake this assignment for the Town.

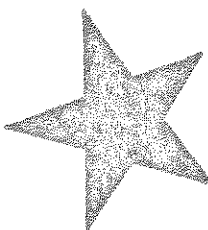
We request a Town resolution authorizing funds in the amount of \$100,000 to compensate for engineering services as indicated above.

We appreciate the Department's consideration of this request. Should you have any questions or require any additional information, please do not hesitate to contact us.

Very truly yours,  
Lockwood, Kessler & Bartlett, Inc.

Brian Ednie, P.E.  
Vice President

AN EQUAL OPPORTUNITY EMPLOYER





Meeting of December 7, 2021

Resolution No. 739-2021

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, 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. PWC07-22, for a two (2) year contract term, commencing January 1, 2022 through December 31, 2023; and

WHEREAS, in response to the aforementioned Request for Proposals, eighteen (18) responses were received by the Division of Engineering; and

WHEREAS, Commissioner Lenz, by said memorandum, stated that after review of the Division of Engineering's preliminary recommendations performed in compliance with the requirements of Guideline 6 and 9 of the Town of Oyster Bay Procurement Policy and in conjunction with the current workload, the Department has selected N & P Engineering, Architecture & Land Surveying, PLLC, LiRo Engineers, Inc., Lockwood, Kessler & Bartlett, Inc., D & B Engineers and Architects, DPC, Nassau Suffolk Engineering & Architecture, PLLC, Hirani Engineering & Land Surveying, P.C., AECOM USA, Inc., de Bruin Engineering, P.C. and H2M Engineers & Architects; and

WHEREAS, Commissioner Lenz, by said memorandum, requested Town Board authorization for the Department of Public Works to enter into Contract No. PWC07-22, On-Call Engineering Services Relative to Civil Engineering, with N & P Engineering, Architecture & Land Surveying, PLLC, LiRo Engineers, Inc., Lockwood, Kessler & Bartlett, Inc., D & B Engineers and Architects, DPC, Nassau Suffolk Engineering & Architecture, PLLC, Hirani Engineering & Land Surveying, P.C., AECOM USA, Inc., de Bruin Engineering, P.C. and H2M Engineers & Architects, for a two (2) year term, commencing on January 1, 2022 through December 31, 2023; and

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

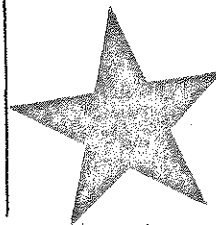
NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved and the Department of Public Works is hereby authorized to enter into Contract No. PWC07-22, On-Call Engineering Services Relative to Civil Engineering, with N & P Engineering, Architecture & Land Surveying, PLLC, LiRo Engineers, Inc., Lockwood, Kessler & Bartlett, Inc., D & B Engineers and Architects, DPC, Nassau Suffolk Engineering & Architecture, PLLC, Hirani Engineering & Land Surveying, P.C., AECOM USA, Inc., de Bruin Engineering, P.C. and H2M Engineers & Architects, for a two (2) year term, commencing on January 1, 2022 through December 31, 2023.

#

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

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

Reviewed By  
Office of Town Attorney





Meeting of May 10, 2022

Resolution No 312-2022

WHEREAS, by Resolution No. 329-2021, adopted on June 15, 2021, the Town Board authorized LiRo Engineers, Inc., to provide design phase engineering services relative to Highway & Drainage Improvements to the Intervale Avenue Area, Phase 2, Farmingdale, New York, in connection with Contract No. H19-197, Phase 2; and

WHEREAS, Peter Koklanos, P.E., SE, LEED, AP BD+C, Senior Vice President, Civil/Structural Department Lead, LiRo Engineers, Inc., by letter dated March 29, 2022, set forth the scope of work to be performed under Contract No. H19-197, Phase 2, and requested approval to utilize Universal Testing & Inspections Services as a sub-consultant for concrete testing laboratory services for said project; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated April 11, 2022, requested Town Board authorization for LiRo Engineers, Inc. to provide the aforesaid engineering services under Contract No. H19-197, Phase 2, that Universal Testing & Inspections Services be approved as a sub-consultant for said project, and that the Comptroller be directed to issue an encumbrance order in an amount not to exceed \$360,000.00 for this purpose with funds available for payment in Account No. HWY H 5197 20000 000 2203 008, Project ID No. 2203 HWYDB-02; and

WHEREAS, said Commissioner by said memorandum advised that the Office of the Inspector General reviewed the Contract, and the proposed consultant's and sub-consultant's disclosure questionnaires and is satisfied that the Town of Oyster Bay Procurement Policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are hereby accepted, and LiRo Engineering, Inc., is authorized to perform the aforesaid engineering services, in connection with Contract No. H19-197, Phase 2, and Universal Testing & Inspections Services is hereby authorized as a sub-consultant for said project, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed \$360,000.00 for this purpose, with funds available for payment in Account No. HWY H 5197 20000 000 2203 008, Project ID No. 2203 HWYDB-02.

-#-

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	Absent
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye



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

April 11, 2022

TO : MEMORANDUM DOCKET

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

SUBJECT: AWARD OF ENGINEERING SERVICES & USE OF SUB-CONSULTANT  
CONSTRUCTION OF HIGHWAY & DRAINAGE IMPROVEMENTS  
TO THE INTERVALE AVENUE AREA PHASE 2, FARMINGDALE, NEW YORK  
CONTRACT NO. H19-197 PH2  
ACCOUNT NO. HWY H5197 20000 000 2203 008  
PROJECT ID# 2203 HWYDB-02

In furtherance to resolution 329-2021, and consequent to the completion of the design phase provided by LiRo Engineers Inc., the Division of Engineering has solicited LiRo Engineers Inc., for a cost estimate regarding the construction phase of said project.


The Department of Public Works has negotiated a fee of \$360,000.00 to proceed with the work, as outlined in the attached letter from LiRo Engineers Inc., dated March 29, 2022. The firm of LiRo Engineers Inc., has previously executed a Standard Consultant Agreement with the Department of Public Works under which their services are to be provided, which is on file in the Division of Engineering.

Funds are available to satisfy these engineering services in Account No. HWY H5197 20000 000 2203 008, Project ID #. 2203 HWYDB-02

Further, the office of LiRo Engineers Inc., Inc. requests the use of Universal Testing & Inspection Services as a sub-consultant, for concrete laboratory testing services.

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

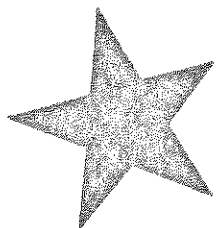
It is hereby requested that the Town Board authorize, by resolution, LiRo Engineers Inc., to perform engineering services and the authorization by resolution to utilize, as a sub-consultant, Universal Testing & Inspection Services relative to Highway & Drainage Improvements to the Intervale Avenue Area, Farmingdale, Contract No. H19-197 PH2.

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

RWL/CHMR/HAS/nm  
Attachments

cc: Steven Bailas, Comptroller  
John Bishop, Deputy Commissioner/HIGHWAY

H19-197ph2 DOCKET Consultant Construction Fee Award to LiRo







**LiRo Engineers, Inc.**  
A LiRo Group Company

235 East Jericho Tpka, Mineola, NY 11501 Telephone 516.748.2350 Facsimile 516.747.1396 www.liro.com

March 29, 2022

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

Highway Improvements for Intervale Avenue Area – Phase 2  
Bid and Construction Services  
Contract H19-197 Phase 2

Dear Commissioner Lenz,

LiRo Engineers, Inc. (LiRo) is pleased to submit to the Town of Oyster Bay Department of Public Works (TOBDPW) this funding proposal for bid, construction administration services, and material sampling and testing related to Highway Improvements for Intervale Avenue Area – Phase 2 in Farmingdale, NY.

**1) Bid, Construction Administration and Inspection Services**

- Prepare 15 bid packages and 6 conformed contract documents (additional plans and specifications to be furnished as needed).
- Respond to questions and issue addenda during bidding period.
- Attend pre-bid site walkthrough as needed.
- Attend bid opening as needed.
- Bid review and evaluation.
- Recommendation of award to lowest, responsive, and responsible bidder.
- Prepare agenda and lead pre-construction meeting. Issue meeting minutes for the pre-construction meeting.
- RFI and submittal review.
- Review Contractor's list of subcontractors, emergency telephone numbers, construction schedule, traffic maintenance plan, and field office location.
- Attend bi-weekly construction meetings or as mutually agreed upon with the Contractor, Town, and LiRo. Issue meeting minutes for construction meetings.
- Review Contractor's payment requisitions.
- Review Contractor's proposals for modifications or substitutions.
- Maintain construction files and correspondences.
- Provide offset lines and grades for horizontal and vertical control of catch basins, manholes, curb, valley gutters, and paving limits prior to and during construction.
- Provide full time inspections during construction to verify that the new curb, curb and gutter, drainage facilities, valley gutters, and other new construction conforms to the design grades.
- Observe proof-rolling of the subgrade and determine undercut required from observations of subgrade deflection under specified wheel load. Mark out areas where subgrade reinforcement is required.

**Integrated Construction, Design, and Technology Solutions**







- Disapprove any of the Contractor's work, which fails to conform to the specifications.
- Prepare change orders in conjunction with the Resident Project Representative as needed.
- Calculate cuts and/or fills for the proper installation of new drainage facilities and curb to allow for proper installation by the Contractor.
- Modifications for proposed curb grades and restoration limits as needed due to changes initiated by property owners or municipal agencies after the submission of the final design of the project when such changes become apparent prior to the start of, or during construction, utility conflicts, etc.
- Take elevations of subsurface utilities when test holes are dug by the Contractor.
- Mark widths of existing driveway aprons and private entrance walks on adjacent sidewalk to ensure that the new work will be at least equal to existing in physical dimensions.
- Mark locations of concrete and asphalt saw cutting.
- Mark (with paint) limits of sidewalk replacement and driveway restoration.
- Prepare quantity increases/decreases with the Resident Project Representative after substantial completion.
- Develop punch list and closeout documentation.
- Prepare a Final Certification of the Project.

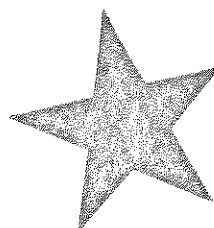
**2) Material Sampling and Testing**

LiRo is proposing to utilize Universal Testing & Inspection Services, Inc. as the subconsultant to test the quality of the concrete obtained by the Contractor and their subcontractors. In addition, the compaction of the subbase for the roadway will need to be checked to meet contract specifications. LiRo requests approval from the Town to use Universal Testing & Inspection Services, Inc. to conduct material testing and sampling for this project.

**Proposed Fees for Services**

1) Bid, Construction Administration and Inspection Services	\$ 340,000.00
2) Material Sampling and Testing	\$ 20,000.00

We are requesting authorization in the amount of \$360,000.00 not to exceed for performance of the services outlined above.







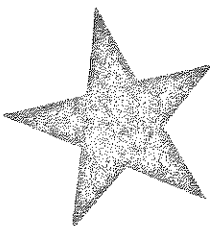
Please review and feel free to contact me at [koklanosp@liro.com](mailto:koklanosp@liro.com) or (516) 636-3725 with any questions or comments. We look forward to supporting the Town and appreciate your consideration of LiRo for this opportunity.

Very truly yours,

Peter Koklanos, PE, SE, LEED AP BD+C  
Senior Vice President, Civil/Structural Department Lead

cc: John Tassone  
Hans Stronstad  
Michael Smith, PE, LiRo  
Jason Tse, PE, LiRo  
Carlos Romero, EIT, LiRo

U:\Proposals\CS-1499 TOBDPW - 2022 Intervale Phase 2 Construction\Working Files\TOB Intervale Phase 2 - Funding Proposal for Bid and Construction  
Services\_rev1.doc





Meeting of June 15, 2021

Resolution No. 329-2021

WHEREAS, by Resolution No. 246-2019, adopted on April 16, 2019, the Town Board authorized LiRo Engineers, Inc. to provide engineering services relative to Highway improvements to the Intervale Avenue Area, Farmingdale, New York, pursuant to Contract No. H19-197; and

WHEREAS, Michael Smith, P.E., Senior Vice President, LiRo Engineers, Inc., by letter dated May 10, 2021, described the scope of work to be performed regarding the design phase of Contract H19-197 Phase 2, in accordance with the Standard Consultant Agreement which is on file in the Division of Engineering, Department of Public Works, and for which the Department of Public Works negotiated a fee of \$173,004.00 to proceed with the work; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated May 28, 2021, requested that the Town Board authorize LiRo Engineers, Inc. to perform the design phase relative to Contract No. H19-197 Phase 2; and

WHEREAS, Commissioner Lenz, by the aforementioned memorandum, further requested that the Town Board authorize and direct the Town Comptroller to issue an encumbrance order, in an amount not to exceed \$173,004.00, to satisfy said engineering costs, and advised that funds to satisfy said engineering costs, are available in Account No. HWY H5197 20000 000 2103 008,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are accepted and approved, and LiRo Engineers, Inc. is authorized to provide design phase engineering services relative to Highway improvements to the Intervale Avenue Area, Farmingdale in connection with Contract No. H19-197 Phase 2, and it is further

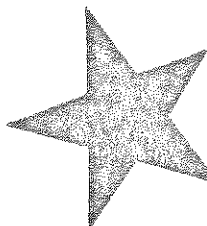
RESOLVED, that the Comptroller is authorized to issue an encumbrance order, in an amount not to exceed \$173,004.00, to satisfy said engineering costs, with funds to be drawn from Account No. HWY H5197 20000 000 2103 008.

-#-

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

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

Reviewed By  
Office of Town Attorney  
*[Signature]*





Meeting of May 10, 2022

WHEREAS, Joanne Foley, Event Coordinator, Bethpage Central Park Kiwanis, by letter dated February 24, 2022, requested the use of twelve (12) barricades and the posting of temporary "Road Closure" and "No Parking" signs on Broadway, between Powell Avenue and Nibbe Lane, Bethpage, from 6:00 A.M. through 6:00 P.M., for the Bethpage Central Park Kiwanis Club Annual Street Fair on Sunday, May 15, 2022; and

WHEREAS, John P. Bishop, Deputy Commissioner, Department of Public Works, Highway Division, by memorandum dated April 4, 2022, advised that the Department has no objection to providing the Bethpage Central Park Kiwanis Club with the use of twelve (12) barricades and the posting of temporary "Road Closure" and "No Parking" signs on Broadway, between Powell Avenue and Nibbe Lane, Bethpage, from 6:00 A.M. through 6:00 P.M., for the Bethpage Central Park Kiwanis Club Annual Street Fair on Sunday, May 15, 2022, said barricades to be delivered on Friday, May 13, 2022; and

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

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and the Department of Public Works, Highway Division, is hereby authorized to provide twelve (12) barricades and the posting of temporary "Road Closure" and "No Parking" signs on Broadway, Bethpage, from 6:00 A.M. through 6:00 P.M., for the Bethpage Central Park Kiwanis Club Annual Street Fair on Sunday, May 15, 2022, said barricades to be delivered on Friday, May 13, 2022, subject to the following terms and conditions:

1. The use of all Town property and equipment shall be in conformance with the direction of the Commissioner of Highways or his duly authorized designee;
2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of Town property and equipment and in the conduct of the aforescribed activity;
3. The said organization shall file a Certificate of Insurance and Declaration Page(s) with the Office of the Town Clerk, indicating said organization maintains general liability insurance, with a Commercial Liability limit of \$1,000,000 per occurrence with a general aggregate of \$2,000,000, and naming the Town as an additional insured, in connection with the aforescribed activity; and
4. The event shall comply with all New York State Guidelines with respect to social distancing, and the afore-described activity may be cancelled by the Town of Oyster Bay at any time to prevent harm to the population from the COVID-19 Virus, or from any other threat to public health and/or safety.

-#-

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

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

Reviewed By  
Office of Town Attorney



## TOWN OF OYSTER BAY

## Inter-Departmental Memo

April 4, 2022

**TO:** MEMORANDUM DOCKET

**FROM:** JOHN P. BISHOP, DEPUTY COMMISSIONER OF HIGHWAYS

**SUBJECT:** BETHPAGE-CENTRAL PARK KIWANIS CLUB ANNUAL STREET FAIR  
SUNDAY, MAY 15<sup>TH</sup> 2022

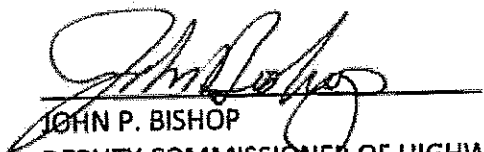
Enclosed please find letter from Joanne Foley, Event Coordinator, requesting our assistance on behalf of the Bethpage-Central Park Kiwanis Club, in hosting their Annual Street Fair on Sunday, May 15<sup>th</sup> 2022.

The Highway Department has no objection to the closure of Broadway in Bethpage, between Powell Avenue and Nibbe Lane for the event. The Organization is requesting the posting of temporary 'Road Closure' and 'No Parking' signs on Broadway from 6:00 A.M. through 6:00 P.M. on the above mentioned date.

In addition, the Highway Department can readily supply twelve (12) barricades for the event.

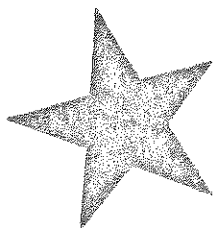
Bethpage Central Park Kiwanis Club is aware that they must follow New York State Guidelines for social distancing and are also aware that the event can be cancelled at any time due to Covid-19.

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

  
JOHN P. BISHOP  
DEPUTY COMMISSIONER OF HIGHWAYS

JPB/kaz

C: Peter Brown, General Foreman 002  
Richard Lenz, P.E., Commissioner DPW/HWY  
Steve Kelly, Sign Bureau Supervisor  
Justin McCaffrey, Commissioner, Public Safety Department  
Grace Santa Maria, Highway Administration







# Bethpage Central Park Kiwanis

P.O.Box 623, Bethpage, NY 11714-0623 \* BethpageKiwanis@gmail.com

## Charter Members

Dominick Agnese  
Laura Leigh Agnese  
Christine Auer  
Debra A. Auer  
Joseph V. Beles  
Dr. Scott Berg  
Bethpage Pharmacy  
Teri Catapano Black  
Janice M. Boyd  
Dennis Brady  
Gary S. Breton  
Maryanne D. Brown  
Matthew Brown  
Patty Donohue Brown  
Sean P. Brown  
Donna Marie Calvano  
Donna Calligan  
Frank Camerlengo  
Paula Carey  
Carole Ann Catapano  
Anthony Carmello  
Ronny Carmello  
Bill Cannelli  
Joseph R. Cannina Jr.  
Josephine Caltadino  
Tennence Clark  
Brad Cohen  
Alicia Cosentino  
John Conmatos  
Marcia Dammann  
Lari Dietrich  
Brian Fingold  
Alan Finchley  
James J. Foley  
Joanne Foley  
Mary Guariglia  
James Hudak  
Shane Kanover  
Joe Kenny  
Terry Kofli  
Bob Kriol  
Susan Lippman  
Edward P. Mangano  
Linda Mangano  
Robert Pearl  
Charles Ritzenson  
Vincent Riservato  
Marguarite Romano  
John Sarcone  
Ellen Semeeen  
Joseph Smaller  
Edward Rae  
Eileen Thompson  
Ann Toreyia  
Al Trotter  
Frances Trotter  
Dr. Laram Valenti  
Rose Marie Walker  
Joseph Wing

February 24, 2022

John Bishop, Deputy Commissioner  
Town of Oyster Bay  
150 Miller Place  
Syosset, NY 11791

Dear Deputy Commissioner Bishop,

I am writing to request your assistance with our Annual Street Fair which will be held on Broadway between Powell Avenue and Nibbe Lane on Sunday, May 15, 2022. This event is our biggest fundraiser. We have already requested and received approval from Nassau County to close the road from 6 am through 6 p.m.

We are requesting your assistance. We would like to have 12 barricades to help us with traffic diversion during set up and breakdown of the fair. These barricades can be delivered behind BK Sweeney's on Friday, May 13<sup>th</sup> and can be picked up from that same location at your convenience.

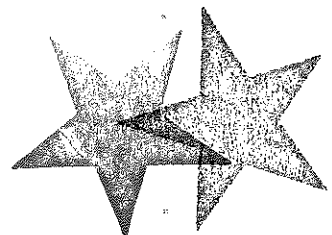
In addition, we were wondering if it might be possible to get temporary "No Parking/Road Closure" signs put up on Broadway one week prior to the event. These signs should contain the information that there is **no parking and the road will be closed from 6 am through 6 pm on Sunday, May 15<sup>th</sup>.**

Please feel free to contact me if you need additional information. I can be reached on my cell phone at [REDACTED] Thank you, in advance, for your assistance.

Regards,

*Joanne*

Joanne Foley  
Event Coordinator  
Secretary







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/24/2022

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

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

PRODUCER Hylant - Indianapolis 10401 North Meridian St, Ste 200 Indianapolis IN 46290	CONTACT NAME: Lisa Christenson PHONE (A/C No. Ext): 317-817-5172 FAX (A/C No.): 317-817-5151 E-MAIL: kiwaniscert@hylant.com ADDRESS: kiwaniscert@hylant.com
INSURED Kiwanis International, All Clubs and Their Members 3636 Woodview Trace Indianapolis IN 46268	INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 1899052635

REVISION NUMBER:

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

TYPE OF INSURANCE	AMOUNT	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	013136005	11/1/2021	11/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Per occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPROP AGG Liquor Liability \$2,000,000 \$500,000 \$5,000 \$2,000,000 \$2,000,000 \$1,000,000
<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIREN AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		013136005	11/1/2021	11/1/2022	COMBINED SINGLE LIMIT (Per accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$	<input checked="" 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 E.L. EACH ACCIDENT E.L. DISEASE - PER EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$ \$
<input checked="" type="checkbox"/> Self-Insured Retention		013136005	11/1/2021	11/1/2022	All Claims \$75,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The Certificate Holder and others as defined in the written agreement are additional insured subject to the terms, conditions, and exclusions on the policy with respect to the General Liability only regarding the following Kiwanis event (setup, take down & rain date(s) during the policy term are included):  
May 15th, 2022 or any future date(s) during the policy term  
Kiwanis Street Vendor Craft Fair  
Held on Broadway between Powell Ave & Nibble Ln & Inc. Washington & Banker Streets  
Kiwanis Club of Bethpage-Central Park

## CERTIFICATE HOLDER

## CANCELLATION

Town of Oyster Bay 977 Hicksville Road Massapequa NY 11758  Reviewed By Office of Town Attorney 	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---



ENDORSEMENT

This endorsement, effective 12:01 AM 11/01/2021

Forms a part of policy no.: 013136005

Issued to: KIWANIS INTERNATIONAL, INC.

By: LEXINGTON INSURANCE COMPANY

**ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**  
(Based on CG2026 04/13)

This endorsement modifies insurance provided by the following:

**COMMERCIAL GENERAL LIABILITY POLICY**

**SCHEDULE**

Name of Additional Insured Person(s) or Organization(s)

Town of Oyster Bay  
977 Hicksville Road  
Massapequa, NY 11758

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

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. Required by the contract or agreement; or

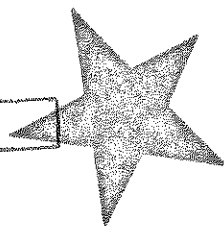
Reviewed By  
Office of Town Attorney



LX4300 (08/14)

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Page 1 of 2



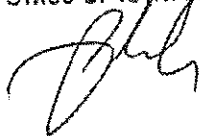


2. Available under the applicable Limits of Insurance shown in the Declarations;  
whichever is less.

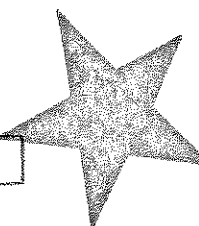
This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

All other terms and conditions of the policy remain the same.

Reviewed By  
Office of Town Attorney



Authorized Representative





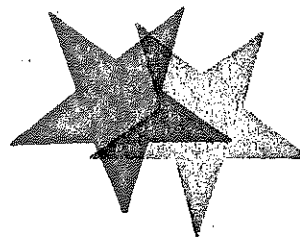
[illegible]

contract between the TOWN and the CONSERVATION DISTRICT  
Sun. 5/15/2022 through Sun. 5/15/2022

Further, the Organization agrees to provide the Town with a copy of its general liability insurance certificate, in the amounts of \$1,000,000 each occurrence, \$2,000,000 general aggregate, \$500,000 for property damage and, where appropriate, \$1,000,000 products, naming the Town as additional insured. All certificates of insurance must be accompanied by an endorsement.

Telephone Number: [REDACTED]

*[Handwritten signature]*







TOWN OF OYSTER BAY  
ADDENDUM TO PERMIT APPLICATION

Applicant Name: Joanne Foley  
Event Description: Bethpage Central Park Kiwanis Street Fair  
Event Date: Sunday, May 15, 2022

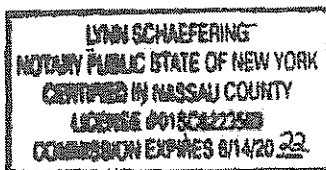
The permit holder agrees that while conducting the activity allowed under this permit, it shall follow all applicable New York State Guidelines and Executive Orders with respect to COVID-19 and shall ensure that all participants follow such Guidelines and Orders. By accepting this permit, the permit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

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

Joanne Foley  
Applicant Signature

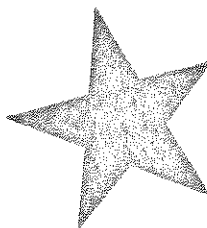
STATE OF NEW YORK     )  
  ) ss:  
COUNTY OF NASSAU     )

On the 24 day of February, 2022, before me, the undersigned, personally appeared Joanne Foley personally know to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument



Lynn Schaefering  
Notary Public

Reviewed By  
Office of Town Attorney  
[Signature]  
Last Revised: May 5, 2021





**DATE:** 4/4/22

**TO:** HIGHWAY OPERATIONS

**SUBJECT:** Bethpage Central Park Kiwanis Club Annual Festival

**PLEASE DELIVER TO:**

B.K. Sweenys - In the back  
356 Broadway  
Bethpage

**CONTACT:** Joanne Foley  
[REDACTED]

**DATE OF EVENT:** May 15, 2022

**SNOW FENCE:**

**BARRICADES:** 12

**CONES:**

**SHORT PAILS:**

**PORTABLE LIGHTS:**

**GENERATOR:**

**PACKER:**

**DELIVER ON:** 05/13/22

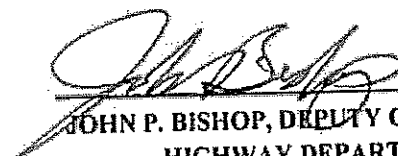
**PICKUP ON:** 05/16/22

**SWEEPING BEFORE AFFAIR IS NEEDED:**

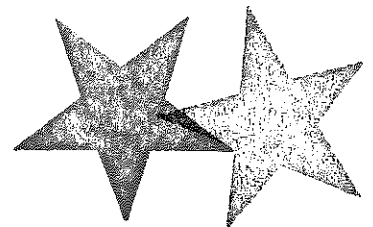
	XX
YES	NO

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

**JPB/kaz**

  
JOHN P. BISHOP, DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

CC: Peter Brown, General Foreman 002  
Brian Higgins, Area Foreman 023  
Dan Kornfeld  
Public Safety Division





Meeting of May 10, 2022

Resolution No 314-2022

WHEREAS, Maureen Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated April 14, 2022, requested Town Board authorization to permit the use of two (2) Town of Oyster Bay buses to transport Veterans from the United Veterans of Hicksville New York on May 30, 2022 between the hours of 9:00 a.m. and 12:00 p.m. for their annual Memorial Day Parade; and

WHEREAS, the two buses will travel from the former Sears parking lot located on North Broadway in Hicksville to the Hicksville Middle School on Jerusalem Avenue and, upon conclusion of the parade, one bus will transport the Veterans back to the former Sears parking lot and the second bus will transport the Veterans to the VFW Post 3211 Hall located at 320 South Broadway in Hicksville for additional Memorial Day ceremonies,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Town Board hereby authorizes the use of two (2) Town of Oyster Bay buses to transport Veterans from the United Veterans of Hicksville New York on May 30, 2022 between the hours of 9:00 a.m. and 12:00 p.m. for their annual Memorial Day Parade.

-#-

Reviewed By  
Office of Town Attorney  
*Danica Wolfe*

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

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



TOWN OF OYSTER BAY  
Inter-Departmental Memo

April 14, 2022

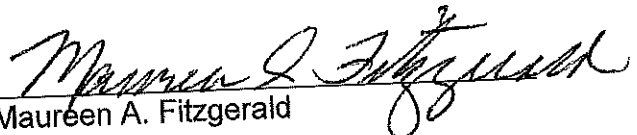
**TO:** Memorandum Docket  
**FROM:** Maureen A. Fitzgerald, Commissioner  
Department of Community and Youth Services  
**SUBJECT:** United Veterans of Hicksville New York  
Memorial Day Parade

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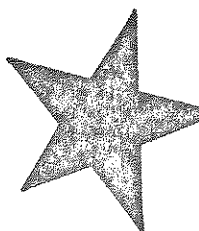
The Department of Community and Youth Services requests Town Board authorization to permit the use of two (2) Town of Oyster Bay buses to transport Veterans from the United Veterans of Hicksville New York on May 30<sup>th</sup>, 2022 between the hours of 9:00 a.m. and 12:00 p.m. for their Annual Memorial Day Parade.

The two buses will travel from the former Sears parking lot located on North Broadway in Hicksville to the Hicksville Middle School on Jerusalem Avenue. Once the parade has concluded, one bus will transport the Veterans back to the former Sears parking lot and the second bus will transport the Veterans to the VFW Post 3211 Hall located at 320 South Broadway in Hicksville for additional Memorial Day ceremonies.

Attached please find a copy of the Certificate of Liability Insurance and the original request from Tom Basacchi representative of the American Legion Post 421 for the above event.

  
Maureen A. Fitzgerald  
Commissioner

MAF:lw  
Attachments








# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/16/2022

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

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

<b>PRODUCER</b>  Francis J Kasprzak Jr Agency Inc State Farm Insurance 104 Woodbury Rd. Hicksville NY 11801		<b>CONTACT NAME:</b> Fran Kasprzak <b>PHONE (A/C, No, Ext):</b> 516 433 0060 <b>FAX (A/C, No):</b> 516 433 1244 <b>E-MAIL ADDRESS:</b> fran@frantheaman.net	
<b>INSURED</b> Charles Wagner American Legion Post #421 45 Heitz Pl Hicksville NY 11801		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> State Farm Fire and Casualty Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 25143	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

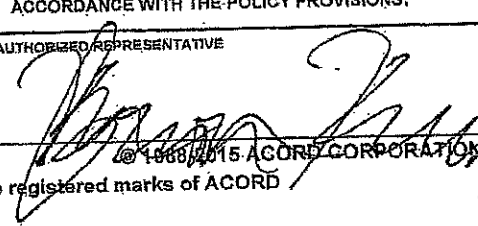
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	92-AP-9823-0	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	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 (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate Holder is included as additional insured on the above mentioned policy

## CERTIFICATE HOLDER

## CANCELLATION

Town of Oyster Bay South Town Hall 977 Hicksville Rd Massapequa, NY 11756	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 
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## **United Veterans of Hicksville New York**

**Annual Memorial Day Parade Committee**

**American Legion - Jewish War Veterans - Military Order of the Purple Heart - Veterans of**

**Foreign Wars - Vietnam Veterans of America - British War Veterans of America**

**2022 Lead Organization - American Legion, Charles Wagner Post 421**

**Tom Basacchi, Commander**

**P.O. Box 925, Hicksville, NY 11801-0925**

**Phone: 516-942-5766**

**Email: tombee0423@outlook.com**

March 20, 2022

Commissioner Maureen A. Fitzgerald  
Town Hall South  
977 Hicksville Road  
Massapequa, NY 11758

Dear Commissioner Fitzgerald:

The United Veterans of Hicksville would like to once again request the use of two Town buses for Monday, May 30, 2022, to transport veterans from the former Sears parking lot, located on North Broadway, Hicksville to the Hicksville Middle School on Jerusalem Avenue, from 9a.m. to 12p.m. for the Hicksville Memorial Day Parade. After the parade ceremony one bus will be used to shuttle veterans back to Sears and the second to take veterans to the VFW Post 3211 Hall at 320 S. Broadway for the collation. As always, the drivers will be invited to attend the collation after the parade and ceremonies.

The necessary insurance underwriting endorsement has been provided to the Town Clerk. A copy is enclosed for your records.

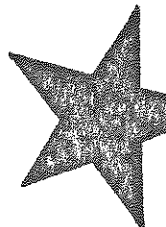
If there are any questions or concerns, please do not hesitate to contact

Sincerely,

*Tom Basacchi*

Tom Basacchi  
American Legion Post 421  
Memorial Day Parade Chairman  
516-942-5766  
Email: tombee0423@outlook.com

Encl: Insurance Rider





xAmerica warfe  
Reviewed By  
Office of Town Administrator  
James M. Salgado

Meeting of May 10, 2022

Resolution No 315-2022

WHEREAS, Ray Birney has requested to donate a memorial plaque and bench to be placed in Bayfront Park, Massapequa, in memory of John Bonifacio; and

WHEREAS, the value of the plaque and bench is estimated to be \$1,350.00, and the monies donated will be deposited into Account No. PKS A 0001 02705 000 0000; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated April 12, 2022, recommended that the Town accept said donation,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town hereby accepts the donation of \$1,350.00 from Ray Birney to be deposited into Account No. PKS A 0001 02705 000 0000, to purchase a plaque and bench to be placed in Bayfront Park, Massapequa, in memory of John Bonifacio.

-#-

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

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



Town of Oyster Bay  
Inter-Departmental Memo

TO: Memorandum Docket  
FROM: Joseph G. Pinto, Commissioner of Parks  
SUBJECT: Memorial Plaque and Bench  
DATE: April 12, 2022

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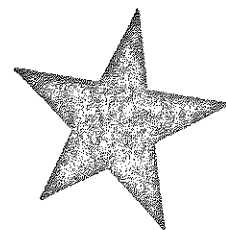
The Department of Parks has received a request from Ray Birney (letter attached) requesting to donate a memorial plaque and a bench at Bayfront Park in Massapequa in memory of John Bonifacio.

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

The plaque and bench will be purchased by Ray Birney and donated to the Parks Department. The value of the plaque and bench is estimated to be \$1350.00. Town Board approval is requested on behalf of Ray Birney. The monies will be collected in account PKS A 0001 02705 000 0000.

  
Joseph G. Pinto  
COMMISSIONER OF PARKS

JGP/dc





## Diann Codispodo

**From:** Raymond Birney <raymond.birney@gmail.com>  
**Sent:** Friday, April 8, 2022 9:01 AM  
**To:** Diann Codispodo  
**Subject:** Re: Memorial Prices and guidelines

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

Good morning,

I just met with Chris and got the "OK" on a spot for our bench at Bayfront Park in Nassau Shores. We are going to do a new bench and an 8x6 plaque for \$1350.00. Please let me know how to proceed and where to drop?mail a check to when you get a chance.

Thanks for all your help!

Happy Friday!!

Ray

cell [REDACTED]

On Wed, Apr 6, 2022 at 1:22 PM Diann Codispodo <[dcodispodo@oysterbay-ny.gov](mailto:dcodispodo@oysterbay-ny.gov)> wrote:

I APOLOGIZE! I went to txt him your number last week and never hit send! I will send it now!

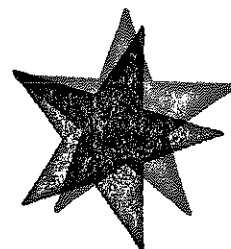
Have a great day,

Diann☺

**From:** Raymond Birney <[raymond.birney@gmail.com](mailto:raymond.birney@gmail.com)>  
**Sent:** Wednesday, April 6, 2022 1:04 PM  
**To:** Diann Codispodo <[dcodispodo@oysterbay-ny.gov](mailto:dcodispodo@oysterbay-ny.gov)>  
**Subject:** Re: Memorial Prices and guidelines

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

Good afternoon Diann,





*Rosemaria Walz*  
Reviewed By  
Office of Town Attorney  
*Thom H. Haggren*

Meeting of May 10, 2022

Resolution No 316-2022

WHEREAS, Margaret Ann Gannon has requested permission to donate a memorial plaque, and to have said plaque placed on an existing bench at Philip B. Healy Beach at Florence Avenue, Massapequa, in memory of Irene Patti; and

WHEREAS, the value of the plaque and existing bench is estimated to be \$800.00 and the monies donated will be deposited into Account No. PKS A 0001 02705 000 0000; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated April 11, 2022, 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 \$800.00 from Margaret Ann Gannon to be deposited into Account No. PKS A 0001 02705 000 0000, to purchase a memorial plaque and to have said plaque placed on an existing bench at Philip B. Healy Beach at Florence Avenue, Massapequa, in memory of Irene Patti.

-#-

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

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



Town of Oyster Bay  
Inter-Departmental Memo

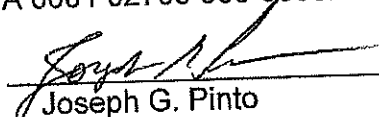
TO: Memorandum Docket  
FROM: Joseph G. Pinto, Commissioner of Parks  
SUBJECT: Memorial Plaque and Existing Bench  
DATE: April 11, 2022

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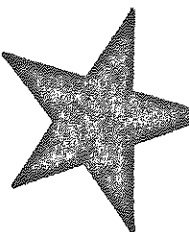
The Department of Parks has received a request from Margaret Ann Gannon (letter attached) requesting to donate a memorial plaque on an existing bench at Philip B. Healy Beach at Florence Avenue in memory of Irene Patti.

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

The plaque and existing bench will be purchased by Margaret Ann Gannon and donated to the Parks Department. The value of the plaque and existing bench is estimated to be \$800.00. Town Board approval is requested on behalf of Margaret Gannon. The monies will be collected in account PKS A 0001 02705 000 0000.

  
\_\_\_\_\_  
Joseph G. Pinto  
COMMISSIONER OF PARKS

JGP/dc





## Diann Codispodo

**From:** Margaret Ann Gannon <mag1108@yahoo.com>  
**Sent:** Monday, April 11, 2022 11:33 AM  
**To:** Diann Codispodo  
**Subject:** Re: For your approval  
**Attachments:** Gannon Plaque template.pdf

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

Hi  
I would like to donate a 4 x 8 in honor of my mom, Irene Patti, on an existing bench at Florence Ave., Beach.

Thank u  
Margaret Ann Gannon

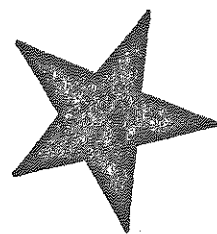
Sent from my iPhone

On Apr 11, 2022, at 10:24 AM, Diann Codispodo <dcodispodo@oysterbay-ny.gov> wrote:

Hi Margaret attached is the plaque for your approval. Let me know if you need the 8x6 or 8x4 size and the I can start the paperwork on my side.

Have a great day,  
Diann☺

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





Meeting of May 10, 2022

Resolution No 317-2022

WHEREAS, Linda Smyth has requested to donate a memorial plaque and bench to be placed in Bayfront Park, Massapequa, in memory of Lauren Dittrich Bilyeu; and

WHEREAS, the value of the plaque and bench is estimated to be \$1,350.00, and the monies donated will be deposited into Account No. PKS A 0001 02705 000 0000; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated April 11, 2022, recommended that the Town accept said donation,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town hereby accepts the donation of \$1,350.00 from Linda Smyth to be deposited into Account No. PKS A 0001 02705 000 0000, to purchase a plaque and bench to be placed in Bayfront Park, Massapequa, in memory of Lauren Dittrich Bilyeu.

-#-

Reviewed By  
Office of Town Attorney  
*Thomas M. Hall*

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

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



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

**TO:** Memorandum Docket  
**FROM:** Joseph G. Pinto, Commissioner of Parks  
**SUBJECT:** Memorial Plaque and Bench  
**DATE:** April 11, 2022

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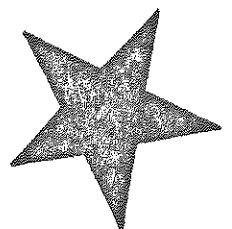
The Department of Parks has received a request from Linda Smyth (letter attached) requesting to donate a memorial plaque and a bench at Bayfront Park in Massapequa in memory of Lauren Dittrich Bilyeu.

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

The plaque and bench will be purchased by Linda Smyth and donated to the Parks Department. The value of the plaque and bench is estimated to be \$1350.00. Town Board approval is requested on behalf of Linda Smyth. The monies will be collected in account PKS A 0001 02705 000 0000.

  
\_\_\_\_\_  
Joseph G. Pinto  
COMMISSIONER OF PARKS

JGP/dc





## Diann Codispodo

**From:** R. Smyth <smyth.richard@gmail.com>  
**Sent:** Tuesday, March 1, 2022 10:03 PM  
**To:** Diann Codispodo  
**Subject:** Bench for Lauren Dittrich Bilyeu

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

Dear Diann,

We have been residents of Waterview Avenue Massapequa for forty-one years and counting. We raised our three children here and love our neighborhood. Nearly forty years ago our next door neighbors, the Dittrich's, moved in and soon welcomed two amazing girls, Lauren and Susan. Our friendship was immediate. We spent countless days raising our children together.

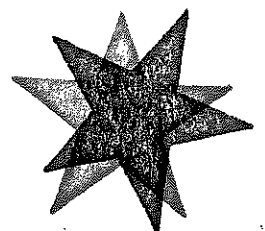
Five years ago, the Dittrich's and Curt Bilyeu lost their beautiful daughter and wife Lauren. Our hearts were broken. At this time we would love to honor Lauren Dittrich Bilyeu with a new bench and an 8 x 6 plaque to be installed at Nassau Shores Park (M46) on East Shore Drive (where we spent many of those days). We can't think of a better place to honor Lauren. She loved the park and loved Nassau Shores.

Our payment would be in the sum of \$1,350.00.

Thank you for your consideration and your help.

Richard and Linda Smyth  
26 Waterview Avenue  
Massapequa, NY 11758

[REDACTED]





Reviewed By  
Office of Town Attorney  
*Domenica Wolfe*

Meeting of May 10, 2022

Resolution No 318-2022

WHEREAS, Joe Melfa has requested permission to donate a memorial plaque, and to have said plaque placed on an existing bench at Ellsworth W. Allen Park, Farmingdale, in memory of Margaret Ann Melfa; and

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

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated April 14, 2022, recommended that the Town accept said donation,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town hereby accepts the donation of \$850.00 from Joe Melfa to be deposited into Account No. PKS A 0001 02705 000 0000, to purchase a memorial plaque and to have said plaque placed on an existing bench at Ellsworth W. Allen Park, Farmingdale, in memory of Margaret Ann Melfa.

-#-

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

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



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

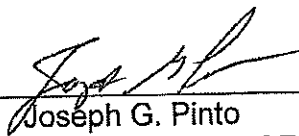
**TO: Memorandum Docket**  
**FROM: Joseph G. Pinto, Commissioner of Parks**  
**SUBJECT: Memorial Plaque and Existing Bench**  
**DATE: April 14, 2022**

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The Department of Parks has received a request from Joe Melfa (letter attached) requesting to donate a memorial plaque on an existing bench to be placed in Ellsworth W.Allen Park in memory of Margaret Ann Melfa.

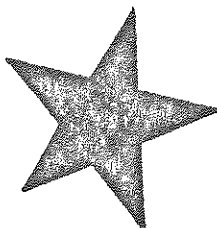
The Department of Parks has reviewed this request and concurs this will be a fitting tribute.

The plaque and existing bench will be purchased by Joe Melfa and donated to the Parks Department. The value of the plaque and is estimated to be \$850.00. Town Board approval is requested on behalf of Joe Melfa. The monies will be collected in account PKS A 0001 02705 000 0000.

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

COMMISSIONER OF PARKS

JGP/dc





## Diann Codispodo

**From:** Joe Melfa <jmelfa276@gmail.com>  
**Sent:** Thursday, April 14, 2022 9:42 AM  
**To:** Diann Codispodo  
**Subject:** Re: Memorial Bench prices and guidelines  
**Attachments:** mags bench.docx

**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!

Diann,  
Attached is the information for the plaque. I picked out an existing bench at Allen Park with the park manager last week.  
Any questions please give me a call.  
Thanks,  
Joe Melfa  
[REDACTED]

On Fri, Mar 25, 2022 at 2:29 PM Diann Codispodo <[dcodispodo@oysterbay-ny.gov](mailto:dcodispodo@oysterbay-ny.gov)> wrote:

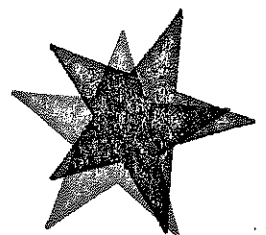
Hi Joe attached are the prices and guidelines for the memorials and I will pass your name and number to Jimmy and he will reach out to you.

Have a great weekend,

Diann Codispodo

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

--  
Thank you,  
Joe Melfa



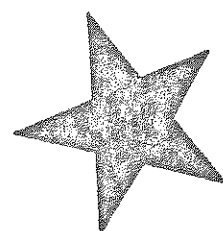


Always in our thoughts

Forever in our hearts

**Margaret Ann Melfa**

Existing Bench 8 X 6 at Allen Park





Reviewed By  
Office of Town Attorney  
*Katherine Walsh*

Meeting of May 10, 2022

Resolution No 319-2022

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated April 6, 2022, requested Town Board authorization to reimburse Bryan Rhoads the amount of \$569.00, for the certification fee paid for the American Red Cross Lifeguard Training Course operated by Aquatic Solutions,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and reimbursement in the amount of \$569.00 is authorized to be paid to Bryan Rhoads, Department of Parks, for certification payments; 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, from Account No. PKS A 7110 44900 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	Absent
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye



9

319

## TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

TO: MEMORANDUM DOCKET

FROM: JOSEPH G. PINTO, COMMISSIONER OF PARKS

DATE: April 6, 2022

SUBJECT: Bryan Rhoads Lifeguard Course

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The Department of Parks respectfully requests Town Board authorization to reimburse Bryan Rhoads for the certification of the American Red Cross Lifeguard Training Course. Aquatic Solutions operates the Red Cross Class. The fee for this class was \$569.00.

The Town of Oyster Bay Department of Parks employs approximately 250 Lifeguards. Each Lifeguard must be certified in CPR & AED for the Professional Rescuer and Basic First Aid. In addition, each lifeguard must maintain his or her Nassau Health Department Lifeguard Certification card. It is essential that the Town facilitate the maintenance of these certification as the employment of these lifeguards is mandated.


William Zang has been the lead lifeguard instructor for the past 26 years. It is now time that another full time employee join him in the administration of this training.

By the Town paying for his American Red Cross Lifeguard Training Course he will be able to teach, instruct and certify all lifeguards, giving the Town the necessary control needed to maintain deadlines and mandates.

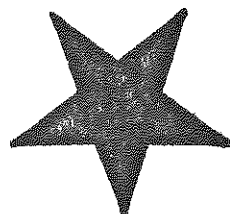
Please see attached receipt for the course and completion certificates.

The monies will be taken out of account # PKS A 7110 44900 000 0000

Pursuant to the aforementioned, the Department of Parks recommends and respectfully requests Town Board approval.

  
JOSEPH G. PINTO, COMMISSIONER  
DEPARTMENT OF PARKS

JGP/DB





12/21/2020

Transaction Receipt

**Merchant: AQUATIC SOLUTIONS**

142 MINEOLA AVE STE. 3C  
ROSLYN HEIGHTS, NY 11577  
US

9172241513

**Order Information**

Description: Aquatic Solutions Order #187874

Order Number: P.O. Number:

Customer ID: 0 Invoice Number: 187874

**Billing Information**

Bryan Rhoads

[REDACTED]

Phone: [REDACTED]  
rhoadsbryan516@gmail.com

**Shipping Information**

Shipping: 0.00

Tax: 0.00

**Total: USD 569.00**

**Payment Information**

Date/Time: 07-Oct-2020 07:53:06 PDT

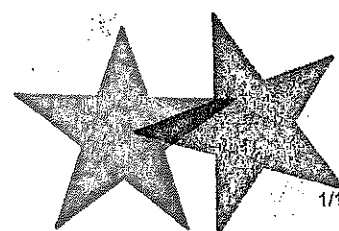
Transaction ID: 42279896461

Transaction Type: Authorization w/ Auto Capture

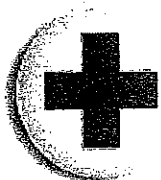
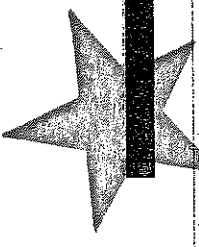
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Authorization Code: 09206B

Payment Method: Visa XXXX5128







**American Red Cross**  
Training Services

**CEU**

**Bryan Rhoads**

has successfully completed requirements for

**Lifeguarding Instructor-BL**

**Date Completed: 2/26/2022**

**Conducted by: American Red Cross**

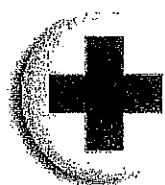
**Contact Hours: 24.0**  
**CEUs Awarded: 2.4**



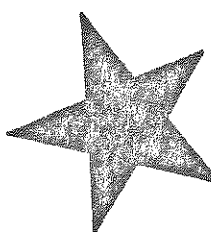
To verify certificate, scan code or visit [redcross.org/digitalcertificate](http://redcross.org/digitalcertificate) and enter ID.

Learn and be inspired at [LifesavingAwards.org](http://LifesavingAwards.org)





**American Red Cross**  
Training Services



## Certificate of Completion

**Bryan Rhoads**

has successfully completed requirements for

**Lifeguarding Instructor**

Date Completed: 2/26/2022

Validity Period: 2 - Years

Conducted by: American Red Cross



To verify certificate, scan code or visit [redcross.org/digitalcertificate](http://redcross.org/digitalcertificate) and enter ID.

Learn and be inspired at [LifesavingAwards.org](http://LifesavingAwards.org)



00RN07S



Meeting of May 10, 2022

Resolution No 320-2022


WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated April 11, 2022, requested Town Board approval to accept the donation from the Baymens Heritage Association Inc. of a permanent bronze monument and observation area, to be placed at Theodore Roosevelt Memorial Park, Oyster Bay, in honor of the Oyster Bay Baymen and those men and women who farm the waters of Oyster Bay and beyond; and

WHEREAS, the value of the monument, observation area and costs associated with the project is estimated to be \$200,000.00, and the specifications including the monument, its dimensions, the observation area, all renderings and their location in the park shall be pre-approved by the Commissioner and/or his designee; and

WHEREAS, the installation of the monument and all related construction and site work shall be scheduled with the Department of Parks and shall be by an accredited, insured construction group in good standing and licensed in the State of New York and upon completion, the maintenance of the monument and its surroundings shall be shared by the Town of Oyster Bay and the Baymens Heritage Association Inc.,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town hereby accepts the donation of a permanent bronze monument and observation area, to be placed at Theodore Roosevelt Memorial Park, Oyster Bay, in honor of the Oyster Bay Baymen and those men and women who farm the waters of Oyster Bay, on the terms and conditions set forth hereinabove.

-#-

 Reviewed By  
Office of Town Attorney  
*America Wolfe*

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

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



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

TO: MEMORANDUM DOCKET

FROM: JOSEPH G. PINTO, COMMISSIONER OF PARKS

DATE: APRIL 11, 2022

SUBJECT: BAYMEN MONUMENT DEDICATION

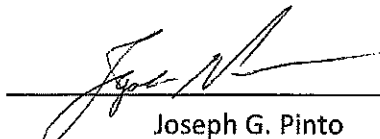
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The Department of Parks requests Town Board approval to accept the donation of a permanent bronze monument and observation area, to be placed at Theodore Roosevelt Memorial Park, Oyster Bay, honoring the Oyster Bay Baymen and those men and women who farm the waters of Oyster Bay and beyond.

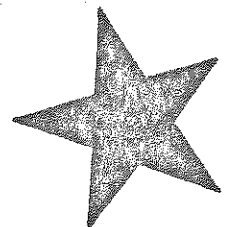
The monument, observation area and all costs associated with the project shall be donated by the Baymen Tribute Memorial Committee (IRS 501c3) with an estimated value of \$200,000.00. The monument, its dimensions, the observation area and all renderings and their location at the park shall be pre-approved by the Commissioner of Parks or his designee.

Installation of the monument and all related construction and site work shall be scheduled with the Department of Parks and shall be installed by an accredited, insured construction group in good standing and licensed in the state of New York. Upon the completed installation and donation, the Town of Oyster Bay shall, in cooperation with the Baymen Tribute Memorial Committee, maintain the monument and its surroundings jointly.

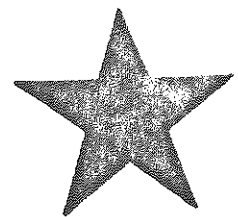
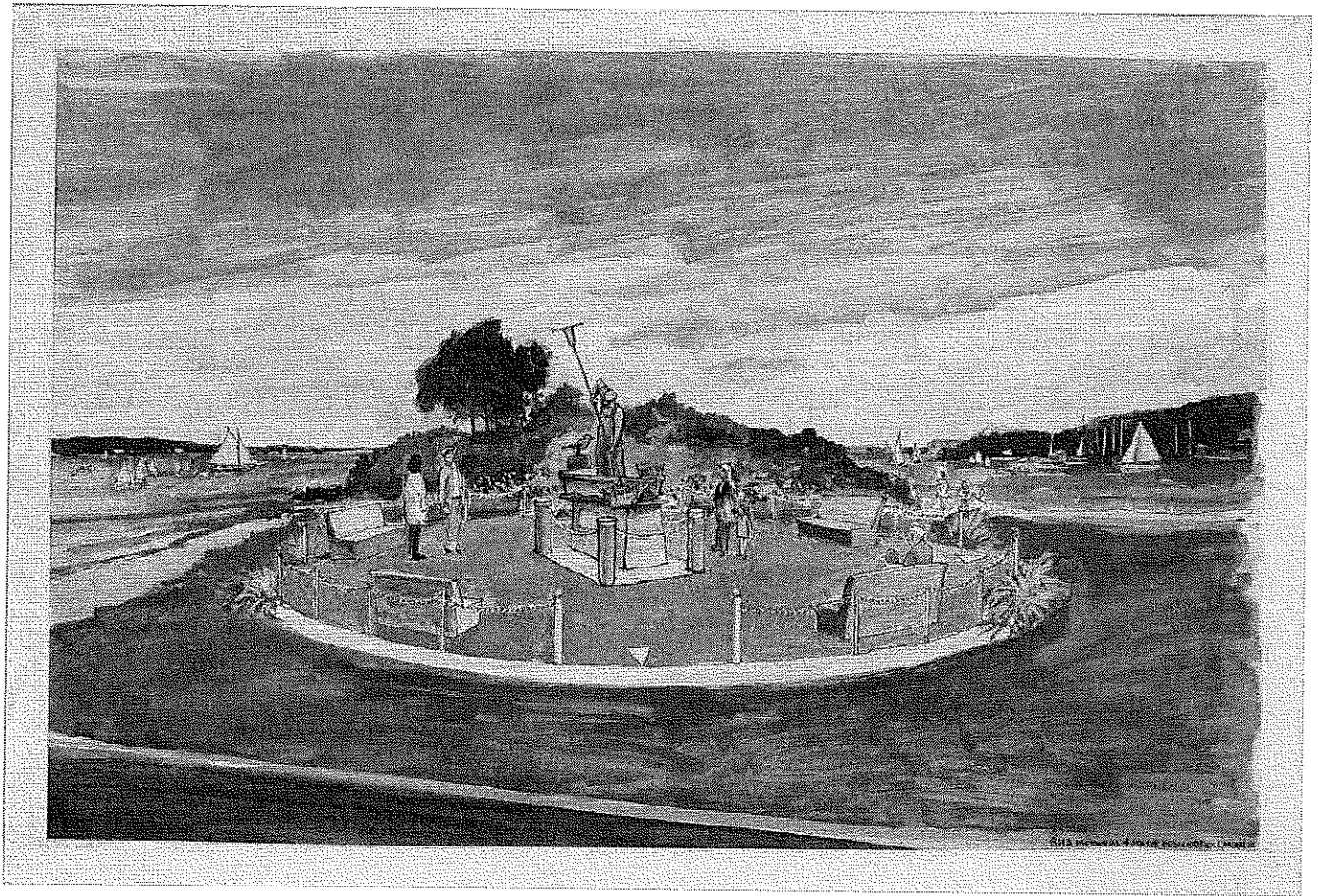
Pursuant to the aforementioned, the Department of Parks recommends Town Board approval of acceptance of this donation as set forth above.

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

JGP; EW









*Reviewed By*  
*Office of Town Attorney*  
*Ralph P. H. Kelly*

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated April 12, 2022, requested and recommended Town Board approval to sponsor and host "Empire State Ride Long Island," at Theodore Roosevelt Memorial Park & Beach, Oyster Bay, from 8:00 a.m. to 1:00 p.m., on Saturday, July 23rd, 2022, with a rain date of Saturday, August 6, 2022, in cooperation with the Roswell Park Alliance Foundation, Elm and Carlton Streets, Buffalo New York, 14263-0001, (Federal Tax ID No. 16-1391608; NYS Reg. No. 04-85-18), an IRS Sec. 501(c) (3) not-for-profit, tax-exempt organization dedicated to cancer research and to serving hospitals throughout New York State, with said sponsorship and hosting duties subject to the following terms and conditions:

1. The event shall be open to bicyclists of all abilities, and shall feature three separate routes: a 62 mile route for advanced riders, a 25 mile route for intermediate riders, and a 10 mile route for beginners and families.
2. The registration fee for each rider shall be \$25.00 per person.
3. For those participants who are 18 years of age or older, the suggested individual fundraising goal for the 10, 25 and 62 mile routes shall be \$250.00. For those participants who are under the age of 18 years, the suggested individual fundraising goal for all routes shall be \$75.00.
4. All monies from registration and fundraising shall be collected by the Roswell Park Alliance Foundation, and shall go directly to the Roswell Park Comprehensive Cancer Center.
5. The Town of Oyster Bay Department of Public Safety Shall coordinate with the Nassau County Police Department to confirm all cycling routes for the event.
6. The event shall utilize Municipal Parking Field O-6, Oyster Bay, for participant parking. Regular daily admission beach fees shall apply to all vehicles entering the facility.
7. The Town of Oyster Bay and the Department of Parks reserve the right to refuse any sponsor/vendor/exhibitor for any reason that they deem does not properly serve said event and/or the public in attendance.
8. Food and beverages shall be available to the public for purchase. The Department of Parks reserves the right to utilize the current Town concessionaire(s) at Theodore Roosevelt Memorial Park and Beach (as of the date of the event), and reserves the right to elect alternate or additional food and beverage provider(s), as determined by the



Commissioner of the Department of Parks, or his duly appointed designee, pursuant to the Town of Oyster Bay Procurement Policy.

9. The Commissioner of the Department of Parks, or his duly appointed designee, may incorporate the use of mobile food concession(s) in place of, and/or in addition to, the current Town food and beverage concessionaire(s), provided that all mobile food concession merchants shall be in compliance with the provisions of the New York State Sanitary Code, and shall possess any and all necessary insurance permissions and permits in order to be valid and current. Each such mobile food concession shall be charged an event fee which shall not exceed \$200.00. All food and concession fees collected shall be deposited in the Town of Oyster Bay General Fund Account No. TWN A 0001 02770 590 0000.
10. Event-related expenses, including but not limited to, signage, branded merchandise, trophies, clothing, promotional advertising, such as print, radio, television, internet and computerized pre-recorded messaging, in an amount not to exceed \$5,000.00, shall be drawn from Account No. PKS A 7110 47670 000 0000, and paid through the Division of Purchasing, Department of General Services, of the Town of Oyster Bay.
11. Any further event expenses, not aforementioned, that are deemed appropriate by the Commissioner of Parks, or his duly appointed designee, in an amount not to exceed \$1,500.00, shall be drawn from Account No. PKS A 7110 47670 000 0000, and paid through the Division of Purchasing, Department of General Services, of the Town of Oyster Bay.
12. The date(s) and/or time(s) of the event may be changed at the discretion of the Commissioner of the Department of Parks, or his duly designated designee; and

WHEREAS, Commissioner Pinto, by said memorandum, further requested that the Town Board authorize that DJ and/or audio services be incorporated into the event, by utilizing the services of EKO Productions, Incorporated, 360-C Commack Road, Deer Park, New York 11729, as per Town Board Resolution No. 691-2021, adopted on December 7, 2021, in an amount not to exceed \$1,200.00, with funds available for said payment to be drawn from Account No. PKS A 7110 47670 000 0000, and paid through the Division of Purchasing, Department of General Services, of the Town of Oyster Bay; and

WHEREAS, Commissioner Pinto, by said memorandum, further requested that the Town Board approve the acceptance of in-kind sponsors in exchange for promotional consideration for said event, with said sponsorship including, but not limited to, the logo and/or wordmark on all promotional impressions, paintings, posters, banners, press releases, media promotion, advertising and/or mailings; and



WHEREAS, Commissioner Pinto, by said memorandum, further requested that the Town Board waive the provisions of "the Code of the Town of Oyster Bay", Chapter 173, "Peddling and Soliciting", Article I, "General Provisions", Sections 173-10, "License Fees", Section 173-11, "Change of Address", Section 173-12, "Display of License", Section 173-13, "Transferability of License", Section 173-14, "Records", Section 173-15, "Photographs Required", Section 173-16, "Fingerprinting", Section 173-17, "Personal License Required", and Section 173-18, "Application for Personal License", in the location and for the duration, of said event; and

WHEREAS, Commissioner Pinto, by said memorandum, further requested that the Town Board waive the provisions of "the Code of the Town of Oyster Bay", Chapter 168, "Parks and Recreation", Article I, "General Provisions", Section 168-22, "Alcoholic Beverages", and Chapter 82, "Alcoholic Beverages", Sections 82-3(A), and 82-3(B), "Prohibitions", in the location and for the duration, of said event,

NOW, THEREFORE, BE IT RESOLVED, That the requests and recommendations as hereinabove set forth are hereby accepted and approved, and the Department of Parks is hereby authorized to sponsor and to host "Empire State Ride Long Island," at Theodore Roosevelt Memorial Park & Beach, Oyster Bay, from 8:00 a.m. to 1:00 p.m., on Saturday, July 23, 2022, with a rain date of Saturday, August 6, 2022, in cooperation with the Roswell Park Alliance Foundation, with said sponsorship and hosting duties subject to the foregoing terms and conditions; and be it further

RESOLVED, That pursuant to Resolution No. 691-2021, the Department of Parks is hereby authorized to incorporate DJ and/or audio services into the event, by utilizing EKO Productions, Incorporated, in an amount not to exceed \$1,200.00, with funds available for said payment to be drawn from Account No. PKS A 7110 47670 000 0000, and paid through the Division of Purchasing, Department of General Services, of the Town of Oyster Bay; and be it further

RESOLVED, That the Department of Parks is hereby approved to accept in-kind sponsors in exchange for promotional consideration for said event, with said sponsorship including, but not limited to, the logo and/or wordmark on all promotional impressions, paintings, posters, banners, press releases, media promotion, advertising and/or mailings; and be it further



RESOLVED, That the Town Board hereby waives the provisions of the Code of the Town of Oyster Bay, Chapter 173, "Peddling and Soliciting", Article I, "General Provisions", Sections 173-10, "License Fees", Section 173-11, "Change of Address", Section 173-12, "Display of License", Section 173-13, "Transferability of License", Section 173-14, "Records", Section 173-15, "Photographs Required", Section 173-16, "Fingerprinting", Section 173-17, "Personal License" Required, and Section 173-18, "Application for Personal License", in the location and for the duration, of said event; and be it further

RESOLVED, That the Town Board hereby waives the provisions of the Code of the Town of Oyster Bay, Chapter 168, "Parks and Recreation", Article I, "General Provisions", Section 168-22, "Alcoholic Beverages", and Chapter 82, "Alcoholic Beverages", Sections 82-3(A), and 82-3(B), "Prohibitions", in the location and for the duration, of said event.

-#-

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

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



## TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMORANDUM

TO: MEMORANDUM DOCKET

FROM: JOSEPH G. PINTO, COMMISSIONER OF PARKS

DATE: APRIL 12, 2022

SUBJECT: EMPIRE STATE RIDE LONG ISLAND

---

The Department of Parks is requesting Town Board approval to sponsor and host the "Empire State Ride Long Island" at Theodore Roosevelt Memorial Park, Oyster Bay, in cooperation with the Roswell Park Alliance Foundation (IRS 501c3). The event is a smaller, local version of the "Empire State Ride to End Cancer," a cycling event that the organization holds each year riding from New York City to Niagara Falls, in an effort to raise money for cancer research.

The Roswell Park Alliance Foundation is a not-for-profit organization which has raised more than \$3,600,000.00 with 100% of the proceeds going toward cancer research at the Roswell Park Comprehensive Cancer Center while directly serving hospitals across New York State. The Roswell Park Comprehensive Cancer Center, located in Buffalo, NY, is the Nation's first cancer research center, founded in 1898. Research at the Center has led to historic breakthroughs in the way doctors and patients understand, prevent and cure cancer.

The ride will take place on Saturday, July 23<sup>rd</sup>, 2022, from 8:00am to 1:00pm, with a rain date of Saturday, August 6<sup>th</sup>, beginning and ending in Theodore Roosevelt Memorial Park, Oyster Bay. The ride will be open to cyclists of all abilities with three separate routes, including a 62 mile ride for advanced riders, a 25 mile ride for intermediate riders and a 10 mile ride created for beginners and families. Dates and times of the event may be changed at the discretion of the Commissioner of Parks or his designee.

Registration fee for riders is \$25.00 per person. Suggested individual fundraising goals are as follows:

18 and over:

10 mile ride - \$250.00  
25 mile ride - \$250.00  
62 mile ride - \$250.00

Under 18, all rides - \$75.00

All monies from registration and fundraising shall be collected by The Roswell Park Alliance Foundation and shall go directly to the Roswell Park Comprehensive Cancer Center.





The Town of Oyster Bay Department of Public Safety shall coordinate with the Nassau Police Department to confirm all cycling routes for the event.

The event shall utilize the railroad station parking field in Oyster Bay for participant parking. Regular daily admission beach fees shall apply for vehicles entering the facility.

The use of DJ and/or audio services may be incorporated into the event. The Department of Parks requests Town Board approval to utilize the services of EKO Productions Inc. per Town Board Resolution No. 691-2021 (attached). The total cost for DJ and /or audio services shall not exceed \$1,200.00. Funds for the fees shall be paid from Account No. PKS A 7110 47670 000 0000, through the Town General Services, Purchasing Division.

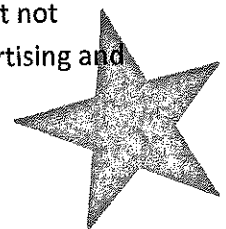
In addition to the above, event related expenses including but not limited to signage, branded merchandise, trophies, clothing, promotional advertising, such as print, radio, television, internet and computerized pre-recorded messaging shall not exceed \$5,000.00 and shall be paid from account PKS A 7110 47670 000 0000, through the Town Purchasing Division.

Food and beverage shall be available to the public for purchase. The Department of Parks reserves the right to utilize the current Town concessionaire(s) at Theodore Roosevelt Beach (as of the date of the event) and/or reserves the right to select alternate or additional food and beverage provider(s), as determined by the Commissioner of Parks or his designee pursuant to the Town's procurement policy.

The Commissioner of Parks or his designee may incorporate the use of mobile food concession(s), in place of or in addition to the current Town Food and Beverage concessionaire(s). The Department of Parks requests that the Town Board waive the provisions of Chapter 173, Sections 10-18 of the Code of the Town of Oyster Bay - Peddlers, provided that all mobile food concession merchants shall be in compliance with the provisions of the New York State Sanitary Code and shall possess any and all necessary insurance, permissions and permits required by the Nassau County Department of Health, said insurance, permissions and permits to be valid and current. Each mobile food concession shall be charged an event fee not to exceed \$200.00. All food concession fees collected shall be deposited in the Town of Oyster Bay General Fund Account TOWN A 0001 02770 590 0000.

In furtherance of such event, the Code of the Town of Oyster Bay, §168-22 Alcoholic Beverages; *No person shall bring beer, ale or any other alcoholic beverage into any park or beach*, shall be waived for the event.

The Department of Parks requests Town Board approval to accept the addition of in-kind sponsors in exchange for promotional consideration for the event. Sponsorship of the program may include the logo and/or wordmark on all promotional impressions, including but not limited to printings, posters, banners, press releases, media promotion and/or advertising and mailings.

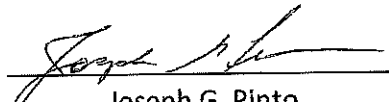




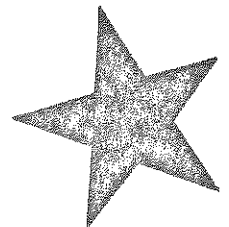
The Town of Oyster Bay and the Department of Parks reserve the right to refuse any sponsor/vendor/exhibitor, for any reason, that they deem does not properly serve said event and/or the public in attendance.

Any further event expenses not listed that are deemed appropriate by the Commissioner of Parks or his designee shall not exceed the total amount of \$1,500.00 and are to be paid from account PKS A 7110 47670 000 0000 through the Town General Services Purchasing Division.

The Department of Parks recommends Town Board approval to hold the event on the terms set forth above.

  
Joseph G. Pinto  
Commissioner of Parks

JGP: EW





Meeting of May 10, 2022

Resolution No 322-2022

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated April 14, 2022, requested Town Board authorization to enter into an Agreement with the New York State Department of Labor ("NYS DOL") to initiate the New York Systems Change and Inclusive Opportunities Network ("SCION"), whose mission is to improve the participation of individuals with intellectual and developmental disabilities in the workforce and improve their employment outcomes via a sustainable, job-driven, inclusive model that involves businesses and workforce demand; and

WHEREAS, Commissioner Sammartano, by said memorandum, advised that the Local Workforce Development Board of the Town of Oyster Bay, the Town of North Hempstead and the City of Glen Cove was awarded up to \$300,000.00 to administer this new three-year statewide initiative; and that as the pass-through entity of the WIOA funds to the local area, NYS DOL must execute a Subrecipient Agreement incorporating all administrative, fiscal and operational aspects of the SCION grant; and

WHEREAS, Commissioner Sammartano, by said memorandum, further advised that funding in the amount of \$87,368.80, for the first year (2022), has been approved and is available, *nunc pro tunc*, starting January 1, 2022 through December 31, 2022, and further requested that the Supervisor be authorized to execute the Subrecipient Agreement on behalf of the Town, with funds for this purpose available in Account No. IGA CD 6293 48080 000 CW 21,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Supervisor is hereby authorized to enter into a Subrecipient Agreement incorporating all administrative, fiscal and operational aspects of the SCION grant, *nunc pro tunc*, for the period of January 1, 2022 through December 31, 2022, with funds for this purpose available in Account No. IGA-CD-6293-48080-000-CW-21.

-#-

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

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

Reviewed By  
Office of Town Attorney  
Elizabeth A. Faughnan



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322

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

April 14, 2022

**TO:** MEMORANDUM DOCKET

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

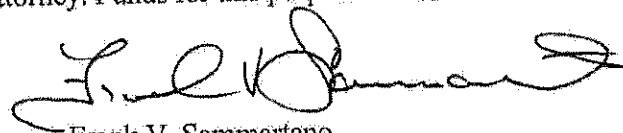
**SUBJECT:** NEW YORK SYSTEMS CHANGE AND INCLUSIVE OPPORTUNITES  
NETWORK (SCION)

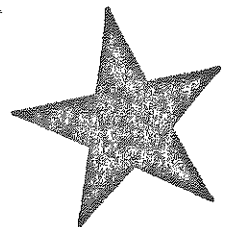
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The Department of Intergovernmental Affairs' Division of Employment and Training would like to enter into an Agreement with New York State Department of Labor (NYSDOL) piloting the SCION program. The Mission of the SCION program is to improve the participation of individuals with intellectual and developmental disabilities in the workforce and improve their employment outcomes via a sustainable, job-driven, inclusive model that involves businesses and workforce demand.

The Local Workforce Development Board of The Town of Oyster Bay, The Town of North Hempstead and The City of Glen Cove was awarded up to \$300,000 to administer this new three-year statewide initiative. As the pass-through entity of the WIOA funds to local area, NYSDOL is required to execute a Subrecipient Agreement incorporating all administrative, fiscal and operational aspects of the SCION grant.

Funding in the amount of \$87,368.80, for the first year (2022), has been approved and is available starting January 1<sup>st</sup> 2022 through December 31<sup>st</sup> 2022. Therefore, it is respectfully requested that the Town Board grant authorization for the Supervisor to sign the Subrecipient agreement, which has been forwarded to the Office of the Town Attorney. Funds for this purpose are available in account IGA CD 6293 48080 000 CW 21.

  
Frank V. Sammartano  
Commissioner





WE ARE YOUR DOL



Kathy Hochul, Governor  
Roberta Reardon, Commissioner

March 31, 2022

Mr. Joseph S. Saladino  
Town Supervisor  
Town of Oyster Bay  
54 Audrey Avenue  
3rd Floor  
Oyster Bay, New York 11771

Dear Mr. Saladino:

Congratulations. Your area has been awarded up to \$300,000.00 to administer a new three-year statewide initiative known as the New York Systems Change and Inclusive Opportunities Network (NY SCION). NY SCION is made possible by a grant from the United States Department of Labor (USDOL) to the NY Department of Labor (NYDOL) under the Workforce Innovation and Opportunities Act (WIOA).

Based on the budget you submitted, your first-year award is in the amount of \$87,368.80. Year 1 funds are approved for the period January 1, 2022 to December 31, 2022. Subsequent funds will be issued in yearly increments as separate agreements.

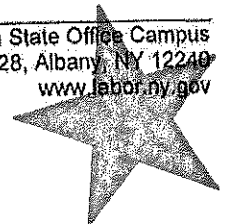
As the pass-through entity of WIOA funds to your local area, NYSDOL is required to execute the attached Subrecipient Agreement incorporating all administrative, fiscal, and operational aspects of the grant and includes the following sections:

1. Subrecipient Cover Page
2. Notice of Obligational Authority (NOA) document
3. PeopleSoft Account Codes
4. Subrecipient Implementation Plan and Budget
5. USDOL Notice of Obligational Authority (NOO) and Agreement
6. Technical Advisory 21-06: The New York Systems Change and Inclusive Opportunities Network (NY SCION) Disability Resource Coordinator (DRC) Pilot Program
7. Frequently Asked Questions (FAQs)
8. Subrecipient Attestation

Allowable program activities under the NY SCION grant are outlined in the incorporated proposal and budget, and include wages, fringe, DRC training, travel, assistive technology, general and administrative expenditures. Administrative expenditures should not exceed 10% of the final award spending.

All expenditures, accruals, and obligations allowable under the NY SCION grant must be reported monthly in PeopleSoft under Program Code 345 for Program Year 2020 (PY20). Please note, funds remaining unexpended at the end of this project will be de-obligated and will no longer be available for use by your Local Workforce Development Area (LWDA).

W. Averell Harriman State Office Campus  
Building 12, Room 428, Albany, NY 12240  
[www.labor.ny.gov](http://www.labor.ny.gov)

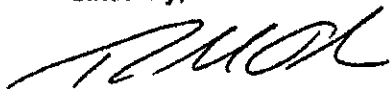




Please review the attached Subrecipient Agreement and complete and return the attestation document (Section 8) by COB, Friday, April 15, 2022. The attestation requires signature by the Chief Elected Official (CEO) or an authorized signatory.

Any questions concerning this information should be directed to Mr. Henry Daisey, State Representative at 212-775-3349.

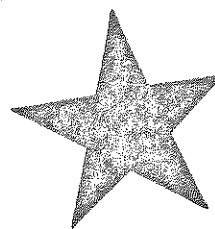
Sincerely,



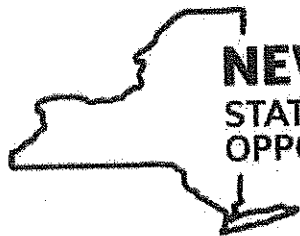
Russell Oliver  
Director  
Division of Employment and Workforce Solutions

Attachment(s)

cc: Mr. John Sarcone  
Mr. Dennis Palmieri  
Mr. Henry Daisey  
Ms. Claudia Chiu  
Ms. Robyn Fellrath





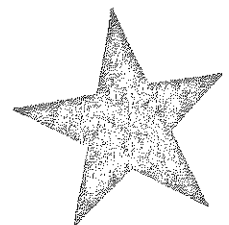


**NEW YORK**  
STATE OF  
OPPORTUNITY.

**Department  
of Labor**

**Subrecipient Agreement**  
**The New York Systems Change and  
Inclusive Opportunities Network (NY SCION)**  
Grant # AA-34785-20-55-A-36

**Russell Oliver**  
Director, Division of Employment and Workforce  
Solutions







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Section 1 – Subrecipient Cover Page

Section 2 – Notice of Obligational Authority (NOA)

Section 3 – PeopleSoft Account Codes

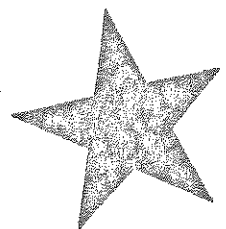
Section 4 – Subrecipient Implementation Plan and Budget

Section 5 – USDOL Notification of Obligation (NOO) and Agreement

Section 6 – Technical Advisory 21-06 The New York Systems Change and Inclusive Opportunities Network (NY SCION) Disability Resource Coordinator (DRC) Pilot Program

Section 7 – Frequently Asked Questions (FAQs)

Section 8 – Subrecipient Attestation





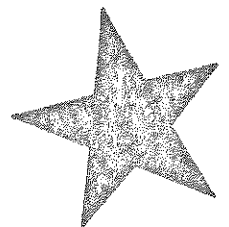


Department  
of Labor

# SECTION 1

## SUBRECIPIENT COVER PAGE

THE NEW YORK SYSTEMS CHANGE AND INCLUSIVE OPPORTUNITIES NETWORK (NY  
SCION) – SUBRECIPIENT AGREEMENT





<b>NYS Department of Labor Division of Employment &amp; Workforce Solutions</b>	<b>Subrecipient Agreement Notification of Award/Obligation: PY20 New York Systems Change and Inclusive Opportunities Network (NY SCION)</b>
	<b>Federal Award Identification Number: AA-34785-20-55-A-36</b>
	<b>CFDA No. 17-278</b>
	<b>Federal Award Date: 7/1/2020</b>
<i>Under the authority of the Workforce Investment Act and the Workforce Innovation and Opportunity Act, this grant or agreement is entered into between the above named Grantor Agency and the following named Subrecipient Awardee, for a project entitled – NY SCION</i>	

<b>Subrecipient:</b>	Joseph Saladino Town of Oyster Bay Supervisor
<b>DUNS Number:</b>	07-236-9622
<b>Project Description:</b>	NY SCION - Program Year 2020 Funding
<b>Subaward Period of Performance:</b>	January 1, 2022 to December 31, 2022
<b>Total Funds Committed to Subrecipient (unless otherwise amended):</b>	\$87,368.80
<b>Indirect Cost Rate:</b>	To Be Determined
<b>R&amp;D Grant:</b>	Not applicable

Payments to subrecipients will be made via the Notice of Obligational Authority process with subrecipients reporting expenditures, accruals, and obligations via the PeopleSoft Financial application.

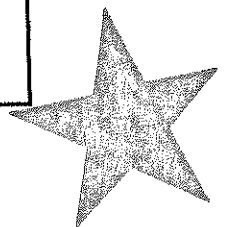
In performing its responsibilities under this subrecipient agreement, the subrecipient assures that it will fully comply with all applicable state and federal rules and regulations including but not limited to the following NYSDOL Technical Advisories, federal regulations, and federal cost principles, including any subsequent amendment:

**NYS Department of Labor Technical Advisories:**

- 1) TA #21-4 "Monitoring -- New York State Department of Labor (NYSDOL) Workforce Innovation and Opportunity Act (WIOA) Monitoring/Oversight of and Provision of Technical Assistance to Local Workforce Development Boards (LWDBs) and LWDB Responsibilities Relating to NYSDOL's Monitoring Process"  
<https://dol.ny.gov/system/files/documents/2021/06/ta-21-04-qa-monitoring-06-25-2021.pdf>
- 2) TA #21-5 "Monitoring - Remote and/or Onsite Subrecipient Oversight and Monitoring Responsibilities for Chief Elected Officials (CEOs) and Local Workforce Development Boards (LWDBs)"  
<https://dol.ny.gov/system/files/documents/2021/06/ta-21-05-subrecipient-monitoring-06-25-2021.pdf>
- 3) TA #11-2.4 "Financial Reporting and Cash Draw-down Policy and Procedures for WIOA, Trade Adjustment Act and Other Federal Funding"  
<https://dol.ny.gov/system/files/documents/2021/03/ta-11-02.4.pdf>
- 4) TA #17-4 "Final Fiscal Closeout of Expiring Federal Funds"  
<https://dol.ny.gov/system/files/documents/2021/03/ta-17-04.pdf>
- 5) TA #16-2 "Retention of Records by Local Workforce Development Boards"  
<https://dol.ny.gov/system/files/documents/2021/03/ta-16-02.pdf>

**USDOL Grant Agreement / Notification of Award / Obligation**

Includes Uniform Administrative Requirements, Cost Principles, and Other Requirements (as applicable).





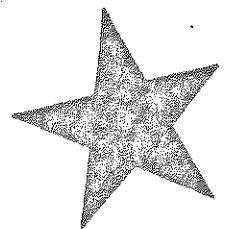


Department  
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## SECTION 2

### NOTICE OF OBLIGATIONAL AUTHORITY (NOA)

THE NEW YORK SYSTEMS CHANGE AND INCLUSIVE OPPORTUNITIES NETWORK (NY  
SCION) – SUBRECIPIENT AGREEMENT





**NYS Department of Labor**  
**Division of Employment & Workforce Solutions**

**NOTICE OF OBLIGATIONAL AUTHORITY (NOA)**

Authorizing Program Year 2020 Workforce Innovation & Opportunity Act (WIOA)  
Title 1-B Funding

Funding for the first year of the NY SCION Grant is authorized for the period 01/01/2022 through  
12/31/2022.

Program:	WIOA Program Year 2020
NOA Number:	RR SCION PY20-1
Grantor:	Governor of New York through the NYS Department of Labor
FAIN:	AA-34785-20-55-A-36

**Local Workforce Development Area (LWDA) Subrecipient Information**

LWDA Name:	Oyster Bay
LWDA Assigned Number:	74
DUNS Number:	07-236-9622
Subrecipient Contact:	Joseph Saladino
Subrecipient Contact Title:	Town of Oyster Bay Supervisor

**WIOA Title 1-B**

Program	CFDA #	Prior Approved Level	Change (per this NOA)	New Level
NY SCION	17.278	\$0.00	\$87,368.80	\$87,368.80

**NYSDOL Contact Information**

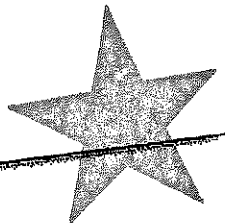
Representative Name:	Henry Daisey
Phone Number:	(212) 775-3346

Approval Signature: \_\_\_\_\_

Russell Oliver  
Director

Division of Employment and Workforce Solutions

1/1/2022





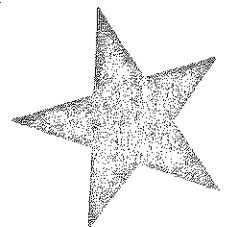


Department  
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## SECTION 3

### PEOPLESOFT ACCOUNT CODES

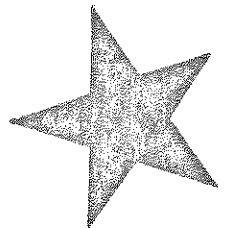
THE NEW YORK SYSTEMS CHANGE AND INCLUSIVE OPPORTUNITIES NETWORK (NY  
SCION) – SUBRECIPIENT AGREEMENT





## PeopleSoft Codes Used for NY SCION Grant

Account	Description in PS	Corresponds to:
511000	General	Non-personnel Costs (e.g. rent, phones, utilities, etc.)
513100	Training - General	DRC Training
516000	Administration	Administration
516100	Wages	DRC Wages
516101	Fringe	DRC Fringe
516102	Technology	Assistive Technology Purchase
516103	Travel	DRC Travel
551000	Accrued General	Accrued Non-personnel Costs (e.g. rent, phones, utilities, etc.)
553100	Accrued Training - General	Accrued DRC Training
556000	Accrued Administration	Accrued Admin
556100	Accrued Wages	Accrued DRC Wages
556101	Accrued Fringe	Accrued DRC Fringe
556102	Accrued Technology	Accrued Assistive Technology Purchase
556103	Accrued Travel	Accrued DRC Travel
591000	Obligated General	Obligated Non-personnel Costs (e.g. rent, phones, utilities, etc.)
593100	Obligated Training - General	Obligated Training Services
596000	Obligated Administration	Obligated Admin
596100	Obligated Wages	Obligated DRC Wages
596101	Obligated Fringe	Obligated DRC Fringe
596102	Obligated Technology	Obligated Assistive Technology Purchase
596103	Obligated Travel	Obligated DRC Travel





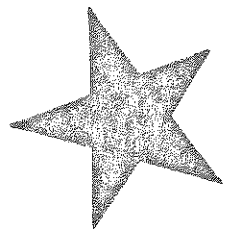


Department  
of Labor

## SECTION 4

# SUBRECIPIENT IMPLEMENTATION PLAN AND BUDGET

THE NEW YORK SYSTEMS CHANGE AND INCLUSIVE OPPORTUNITIES NETWORK (NY  
SCION) – SUBRECIPIENT AGREEMENT





## **NEW YORK SYSTEMS CHANGE AND INCLUSIVE OPPORTUNITIES NETWORK (NY SCION) IMPLEMENTATION PLAN**

### **Introduction**

The New York State Department of Labor (NYSDOL) is piloting the New York Systems Change and Inclusive Opportunities Network (NY SCION).

The mission of NY SCION is to improve the participation of individuals with disabilities, including individuals with intellectual and developmental disabilities, in workforce systems and improve their employment outcomes via a sustainable, job-driven, inclusive model that involves businesses and workforce demand.

The specific goals of the pilot are to:

1. Improve employment outcomes for individuals with disabilities, ages 18 and older, using existing training, career pathways, Integrated Resource Teams (IRTs), Ticket to Work (TTW), asset development, and other promising and proven interventions;
2. Expand available career services provided in the New York State (NYS) Career Center network to job seekers with disabilities;
3. Support and expand partnerships, collaboration, service coordination, and service delivery across multiple education, workforce, and disability systems; and
4. Support evaluation, sustainability planning, and implementation strategies including partnership development, business and funder outreach, and revenue identification.

Up to \$100,000 in available funds will hire and support a new, or designate an existing, Disability Resource Coordinator (DRC) position. The DRC role is described in greater detail in Attachment B: Disability Resource Coordinator (DRC) Job Description and Recommended Minimum Qualifications.

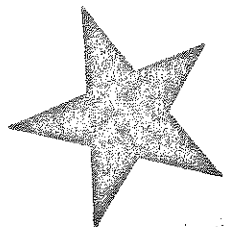
Local Workforce Development Boards (LWDBs) are being asked to demonstrate their **current** capacity to serve individuals with disabilities, as well as the gaps in strategy a DRC will help to address, through responses to the implementation and sustainability questions below. This Implementation Plan must be submitted to [SpecialPopulations@labor.ny.gov](mailto:SpecialPopulations@labor.ny.gov) by **November 30, 2021**.

### **Program Delivery Description**

1. Describe current efforts to enroll individuals with disabilities ages 18 and older in career services that support career exploration, career advancement, and resource planning.

#### **Highlight strengths of the current strategy.**

The Town of Oyster Bay, Town of North Hempstead and the City of Glen Cove Local Workforce Investment Board oversees the Massapequa and Hicksville Workforce New York Career Centers (WNYCC). These WNYCC's work with individuals that are





unemployed and underemployed. Customers are referred to the centers through the Department of Labor, partner agencies and partnering vocational schools. Most of the individuals referred are currently collecting unemployment insurance or under employed. Each customer is asked to complete a "survey" form prior to receiving an orientation. Included on the survey is a checklist of available services, listed by partner agencies. It is an opportunity for the customers to inform staff as to their needs, and for staff to determine the best service providers for that individual. For example, depending on need, disabled customers may be referred to specialized counseling services from ACCES-VR, Nassau BOCES, and Mill Neck Services for the Deaf. If appropriate, other agencies such as the Commission for the Blind are brought into the Centers on an as-needed basis.

**Highlight the gaps in the current strategy and how a DRC in your local area will address those gaps.** If your area already has a DRC, or if you intend on designating a pre-existing staff to serve in role, please advise how this individual will now be able to address those gaps.

Our area does not currently have a DRC in this role. We would designate a pre-existing staff member or members to serve in this role, whom meets the criteria and is dedicated to the initiative. This staff would attend trainings in this role as previously stated on the zoom meeting in order to address the needs and ongoing trainings that become available for this person to obtain SSA Clearance. This staff member will be a full time position as a DRC.

This plan will include significant increases in numbers and percentages of individuals with disabilities served and retained in employment.

The DRC will address Gaps by:

- Training Employment Center personnel to become increasingly familiar with disability related issues and services, i.e., comprehensive training ranging from Disability Law to Disability Etiquette in the Workforce
- Workforce Partnership staff members will be trained to understand when and how to provide reasonable accommodations.
- DRC will provide additional awareness of choices for individuals with disabilities in training, placement and supportive services.
- DRC will outreach to employers to provide an increased awareness and availability of employment positions, and increased job retention and placement
- The DRC will also add potential partner roles to conduct outreach. Outreach to potential partners and individuals will begin on the onset of the initiative.
- The Full-Time DRC will utilize WIOA counselors to assist individuals with provide employment counseling, job placement, follow-up services and job retention, resulting in increased job placement and retention.
- Additional outreach by the DRC's will result in an increase in the number of individuals with disabilities to be served.
- DRC will provide staff members with training for adaptive equipment.
- The DRC will support individuals with disabilities by creating goals specific to each individual

**Commented [GAJ(1)]:** Please be aware that the staff in question should be 100% dedicated to the role, therefore if the staff is pre-existing, their previous role should be shifted 100% to the role of the DRC.

**Commented [GAJ(2)]:** Please be aware that the DRC is meant to be a full time position. Part time or part time equivalent positions are not allowable under this funding.

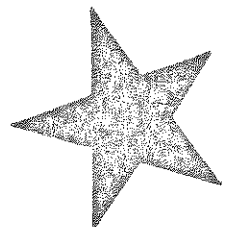
**Commented [WKA(3)]:** This comment will apply to most elements of this implementation plan.

Consider providing a proposed timeline for training, either here or in the action plans below.

**Commented [WKA(4)]:** We recommend identification of specific partner roles who will support project implementation.

**Commented [WKA(5)]:** Please consider adding potential partner roles for this strategy, examples of outreach, as well as a timeline for outreach.

**Commented [GAJ(6)]:** Recall from the DRC job description - that the DRC is not meant to be a case manager. Your workforce system should already have employment counselors in place that can (and do) serve individuals with disabilities. The role of the DRC is to SUPPORT these individuals as they provide these services, making connections, and increasing their capacity to serve.





2. Describe current service delivery strategies targeted to individuals with disabilities and any recent efforts to improve their employment outcomes.

**Highlight strengths of the current strategy.**

Current services available for individuals with disabilities include a full range of Core, Intensive and Training services at the WNYCC's located in Hicksville and Massapequa. Individual options and levels of service for each job seeker are based upon an individual assessment and determination of need. Available services include:

- Virtual workshops: Building a Resume, Interviewing Strategies, Job Searching, and more
- Virtual employer presentations and job recruitment events
- Career Guidance
- Free career and online training services to participate in existing career pathways programs
- Remote work experience for developing skills in a professional setting
- Online job search assistance and direct access to companies that provide integrated

The WNYCC's has adaptive PC Computer technology for the Blind. The WNYCC's also have equipment with a TTY, which is used by Deaf and Hard of Hearing customers who receive services from Mill Neck Services for the Deaf. The Center's accessibility is in compliance with ADA specifications.

**Highlight the gaps in the current strategy and how a DRC in your local area will address those gaps.** If your area already has a DRC, or if you intend on designating a pre-existing staff to serve in role, please advise how this individual will now be able to address those gaps.

Currently the Hicksville and Massapequa WNYCC's do not have a designated staff member specifically designated to work with disabled individuals. All staff members are not trained on adaptive technology but can be. The WNYCC would hire a DRC to specifically work with persons with disabilities. The full-time DRC will organize and may conduct regularly scheduled staff development and training for Career Center, partner and community staff. If DRC sees ANY job seeker, it should be job seekers who are collecting SSA Benefits (SSI, SSDI) to provide benefits advisement – while the rest of the staff assist them in their job search efforts. The DRC can also see individuals via a collaborative effort to serve with partners.

3. Describe current collaborations and/or partnerships with employment service providers to effectively meet the needs of businesses.

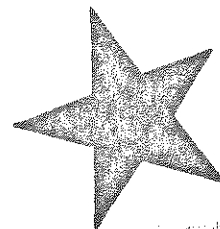
**Highlight strengths of the current strategy.**

The WNYCC's offer many services to employers and employees through the WIOA Program. These services include:

- Incumbent Worker Training consisting of training current workers to acquire skills

**Commented [GAJ(7)]:** See comment above, ANY staff should be able to serve and assist individuals with disabilities. The DRC's role is to assist staff to develop their capacity to do so.

If the DRC sees ANY job seeker, it should be job seekers who are collecting SSA Benefits (SSI, SSDI) to provide benefits advisement – while the rest of the staff assist them in their job search efforts. The DRC can also see individuals via a collaborative effort to serve with partners, such as through JRTs.  
[www.yourdreamyourteam.com](http://www.yourdreamyourteam.com)





that enable them to move into higher-skilled and higher paid jobs within their current company. Companies are reimbursed for the cost of training participants, and the materials needed to complete the training.

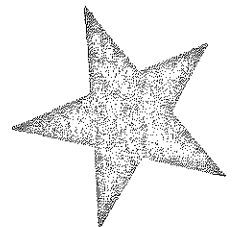
- On the Job Training (OJT) OJT is training conducted by an employer for a paid participant. Its purpose is to engage participants in productive work that provides the knowledge and skills essential to the performance of a job—and is limited to the duration, as appropriate, to the occupation for which the participant is being trained. We reimburse you up to 50% of your participant's wage rate.
- Customized Training (CT) CT is designed to meet the specific requirements of an employer by training participants (new hires) in specific skills. It requires documentation of your commitment to continue to employ individuals upon successful completion of their training. We reimburse you up to 50% of the participant's wage rate.
- Internships - Internships allow participants to gain hands-on experience to develop skills for a specific job. We will pay your intern's wages. Employer Eligibility Must have a valid Worker's Compensation Insurance Policy is in compliance with all local state and/or federal laws Accessible to program participants in good standing with the New York State Department of Labor Objectives Develop and retain a skilled workforce Reduce employee turnover Build employee loyalty Fill hard to fill positions Groom employees for specific positions.
- Customized Training (CT) CT is designed to meet the specific requirements of an employer by training participants (new hires) in specific skills. It requires documentation of your commitment to continue to employ individuals upon successful completion of their training. We reimburse you up to 50% of the participant's wage rate. Internships allow participants to gain hands-on experience to develop skills for a specific job We will pay your intern's wages.
- Information about Social Security work incentives and tax credits for employers

**Highlight the gaps in the current strategy and how a DRC in your local area will address those gaps.** If your area already has a DRC, or if you intend on designating a pre-existing staff to serve in role, please advise how this individual will now be able to address those gaps.

Our area does not currently have a DRC, utilizing all services listed along with the Town's resources, we plan to address the gaps in care by initial first steps (e.g., establishing collaborative discussion meetings, adding agenda items to LWBD discussions, creation of relevant subcommittees or workgroups) that can be taken would to benefit this initiative.

4. Describe current efforts to promote career pathways entry, benefits advisement, job placement, work experiences, and/or employment placement services for individuals with disabilities.

**Commented [H5(8)]:** Please consider suggesting potential strategies that can be used to strengthen relationships with partner agencies to serve individuals with disabilities. Even initial first steps (e.g., establishing collaborative discussion meetings, adding agenda items to LWBD discussions, creation of relevant subcommittees or workgroups) that can be taken would be beneficial here. If such first steps are listed, consider adding timeline, action steps, responsibilities etc.





**Highlight strengths of the current strategy.**

Linkage to community supports are our current strategy.

**Highlight the gaps in the current strategy and how a DRC in your local area will address those gaps.** If your area already has a DRC, or if you intend on designating a pre-existing staff to serve in role, please advise how this individual will now be able to address those gaps.

Currently the Hicksville and Massapequa WNYCC's do not have a designated staff member specifically designated to work with disabled individuals. All staff members are not trained on adaptive technology. We intend on hiring a full-time DRC to organize and conduct regularly scheduled staff development and training for Career Center, partner and community staff. Potential outreach strategies that will take place will be within VR trade schools, high school education programs, colleges and community organizations. Create and utilize assessment tools and strategies. Work closely with the Business Services staff to educate employers about the valuable resources represented by individuals with disabilities. The full-time DRC will make presentations and provide brochures of available services and employment opportunities. Some avenues that will be targeted are the local vocational trade schools, high school special education programs, colleges and community organizations such as ACCESS-VR, FREE and case management. A list of providers of agencies that work with specialized populations will be updated regularly and shared with staff. The DRC will create a list of providers of agencies that work with specialized populations and this list will be updated regularly and shared with staff. Outreach will commence during the first month this of the pilot of the SCION program and will continue on an ongoing need bases.

**Commented [WKA(9):** Please consider identifying potential outreach activities that will take place with vocational trade schools, high school special education programs, colleges and community organizations.

**Commented [HS(10):** Please consider adding a timeline of when this outreach will occur.

5. Describe current efforts to recruit and serve Social Security Administration (SSA) beneficiaries (e.g., recipients of Social Security Disability Insurance (SSDI) and Supplemental Security Income (SSI)) under the TTW Program in your capacity as a participating Employment Network under the New York Employment Services System (NYESS) Administrative Employment Network (AEN).

**Please note:** Under NY SCION, we strongly encourage every LWDB to be registered as an Employment Network (EN) under the NYESS AEN. If your area is not a participating EN – whether under the NYESS AEN, a separate AEN, or your own EN – please also answer question 6 below.

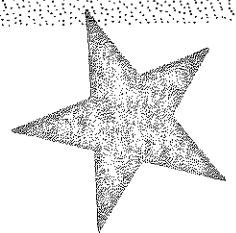
**Highlight strengths of the current strategy.**

Currently, there is no outreach strategy to recruit SSA beneficiaries. Outreach efforts will include flyers and mailers to be sent to those disabled along with conversations with community providers currently serving those disabled. Flyers that will be created will be intended to reach the individual in need of service in order to be informative along with creating flyers for the desired partnerships.

**Commented [GAJ(11):** This part of the response could be moved to the next entry below (how the DRC will address gaps), but we would suggest that you please consider elaborating.

For instance, consider answering the following questions: "What kind of fliers and mailers will be developed?" "In partnership with whom?" "When and how often will these conversations with community providers take place?" "With which community providers will you have these conversations?"

**Highlight the gaps in the current strategy and how a DRC in your local area will address those gaps.** If your area already has a DRC, or if you intend on





designating a pre-existing staff to serve in role, please advise how this individual will now be able to address those gaps.

The current strategy includes utilizing the Town's current Youth Program to support career advancement, also outreach to the GAP program (a social and therapeutic recreation program developed to meet the needs of residents who are developmentally disabled and possible looking for employment opportunities or career advancements).

6. Each LWDB is required to be a participating EN – whether under the NYESS AEN, a separate AEN, or your own EN – under NY SCION. If the LWDB is not currently a participating EN, please provide a rough timeline and necessary action steps your area will take to become a participating provider by April 1, 2022. Please indicate "N/A" if your area already meets these criteria.

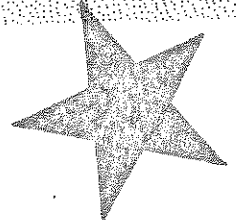
Our LWDB is not currently a participating EN however we will anticipate enrolling as an EN. We have researched and identified the requirements to become an EN and taking the necessary steps with the social security administration along with partnerships to become an EN. TOB has the experience working with individuals with disabilities. TOB has the capability to provide employment services. TOB has the technology and resources to assist individuals with disabilities including software/devices that can help those who are blind or visually impaired read printed material or surf the web. Duns number federal ID which we as a Township already have to assist with completing the EN application. TOB can provide proof of qualification or will attend any necessary training. TOB has systems to protect confidential information. Such as locked file cabinets, Meeting rooms for confidentiality, Password protected devices and software. TOB has accessibility for individuals with disabilities. The building is fully ADA approved. TOB has Liability Insurance. TOB will register for the System for Award Management (SAM) registration. Up to date software is available. All listed above are what is needed to become a EN with SSA.

**Commented [GAJ(12):** We apologize but there seems to be a lack of context in this response, can you please revise so that it addresses how having a DRG will address the gaps in your area in terms of recruiting and serving SSA beneficiaries? If your focus in serving SSA beneficiaries will shift to youth on SSI, understand that this is a traditionally very difficult to serve population and you should consider very concrete first steps to start this process.

**Commented [GAJ(13):** We apologize, this appears to be copy-pasted from another document, and we are lacking context as to how it applies to the question being asked.

**"If the LWDB is not currently a participating EN, please provide a rough timeline and necessary action steps your area will take to become a participating provider."**

**Can this please be re-written in a more narrative form to address the bolded item above?**





## IMPLEMENTATION PLAN

LWDBs are being asked demonstrate capacity to expand services for individuals with disabilities ages 18 and older to create a Project Implementation Plan.

### OBJECTIVE #1

#### BUSINESS EDUCATION, OUTREACH, AND ENGAGEMENT STRATEGY

- Describe any education and outreach that will be used to promote the value of recruiting, hiring, training, and retaining people with disabilities.

Outreach to serve the designated population will not be limited to Independent Living Centers, outreach will also include Vocational Rehabilitation and Disability Service Agencies in our area including but not limited to FREE (Family Residences and Essential Enterprises), Mental Health facilities. A flyer will be created as an informative measure to outline the services provided. Flyers will be sent to qualifying individuals on an ongoing basis along with the community in order to inform the intended population. Outreach will not be limited to flyers, however outreach will commence with telephonic communications, zoom meetings, presentations to various organizations in the community on an as needed basis in order to reach the intended population and hold value.

- Describe any strategy(ies) that will be used to develop relationships with businesses in in-demand, growth sectors to increase work-based learning and job placement opportunities for individuals with disabilities ages 18 and older.

Utilizing the Department of Labor's statistics for businesses in high demand, we will be able to coordinate with businesses in need of employees and train and develop plans in order to retain those with disabilities. We will also educate businesses regarding funding in which Ticket to Work is able to provide along with on the job training.

- Describe any plans to adapt and modify policies and procedures to support business education, outreach, and engagement strategies.

The DRC plans to focus on training and awareness. As with any workplace, training and support are key to better support people with disabilities in your organization. Creating a training program that includes communication with employees who have disabilities and anti-discrimination policies, and make sure these are delivered regularly. The DRC will actively review existing training resources in partnership with community providers through a collaborative effort with VR entities

**Commented [GAJ14]:** Can this be further elaborated upon? Do you mean that you intend to use T1W funding to put SSA beneficiaries into OJT's? While this is a merit-worthy strategy, we would advise that you consider that at least some T1W revenue be earmarked to sustain the DRC position.

**Commented [JWKA15]:** Please consider an active review of existing training resources in partnership with community providers (possibly through a collaborative effort with VR entities or Independent Living Centers. Please consider including the first steps and activities that will lead to the development of a training approach.



or Independent Living Centers. This will be extremely important step to address the barriers to employment, and education, and determine how the DRC can better support those with disabilities.

- Please consider including the first steps and activities that will lead to the development of a training approach.
- Describe evaluation and sustainability planning that will support continuation of the strategies outlined above.

Evaluation and sustainability planning will continue throughout the adaptation of the DRC's role. The DRC will create an evaluation standard in order to be used on each individual who enters into the program along with evaluating the businesses who enter into an EN alongside the Town of Oyster Bay DRC program. Along with properly documenting in the Social Security Ticket-to-Work (TTW) data base. Quarterly meetings will be held with each stakeholder to address any ongoing issues and need and how to address all needs. Annual assessments will take place in order to ensure that goals of NY SCION are being addressed.

#### Policy Change (Y/N):

ACTION PLAN				Anticipated Product or Result
Activity	Target Date	Resources Required	Lead Person/ Organization	
Business Education	April 2022		DRC Designee	
Outreach	April 2022		DRC Designee	
Engagement Strategy	April 2022		DRC Designee	

#### OBJECTIVE #2

#### DISABILITY AWARENESS AND PROGRAM ACCESSIBILITY TRAINING STRATEGY

- Describe any training that is or will be available to local staff and partners on disability etiquette, programmatic accessibility requirements under WIOA Section 188, and related requirements of the Americans with Disability

**Commented [WKA16]:** For all policy change references in the plan, we recommend at least an annual assessment to policies to ensure goals of NY SCION are addressed

**Commented [GAU17]:** We recommend that once you've had the chance to review and respond to all of our comments, that you revisit the ACTION PLANS throughout this implementation plan to see what steps need to be modified/clarified/elaborated upon. Remember, that additional rows can be added to each table.

**Commented [WKA18]:** For the Business Education Outreach and Engagement, please consider including initial plans and steps for outreach (including any key partners' frequency of outreach, as well as a target date to establish baselines and determine targets outreach numbers.

We suggest engaging partners in this activity, such as ACES-VR or NYS Commission for the Blind.



**Act (ADA).**

As defined by law:

"Section 188 of WIOA1 prohibits discrimination against individuals who apply to, participate in, work for, or come into contact with programs and activities that receive financial assistance under Title I of WIOA."

Local staff and partners will be trained to execute programmatic accessibility requirements which includes providing reasonable accommodations for individuals with disabilities, making reasonable modifications to policies, practices, and procedures, administering programs in the most integrated setting appropriate, communicating with persons with disabilities as effectively as with others, and providing appropriate auxiliary aids or services, including assistive technology devices and services, where necessary to afford individuals with disabilities an equal opportunity to participate in, and enjoy the benefits of the program or activity.

- Describe any plans to adapt and modify policies and procedures to support disability awareness and program accessibility training.

Our plan is to create a team in order to bring awareness to all businesses and personnel to support all disabilities and accessibility training. This will include informative meetings with Independent Living Centers and Vocational Rehabilitation Centers in which can help bring awareness to issues needing to be addressed.

- Describe any training that will support evaluation and sustainability planning and implementation.

Evaluation and sustainability planning will continue throughout the adaptation of the DRC's role. The DRC will create an evaluation standard in order to be used on each individual who enters into the program to ensure program accessibility and awareness. Along with properly documenting in the Social Security Ticket-to-Work (TTW) data base. Quarterly meetings will be held with each stakeholder to address any ongoing issues and need and how to address all needs.

**Policy Change (Y/N):**

**ACTION PLAN**

Activity	Target Date	Resources Required	Lead Person/ Organization	Anticipated Product or Result
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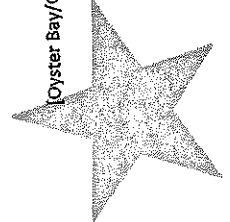
**Commented [GAU19]:** Please consider revising this response to include initial first steps to develop or implement these trainings. For instance, who will determine what the best training to deliver would be? What trainings are needed most? Which specific staff and partners will receive training? In what priority or order? By when? How often?

We understand that you may not have fully informed answers to these questions so early in implementation. If so, consider including a response that identifies first the first steps you might take in doing so. Maybe an agenda item at the next LWED meeting? A committee or workgroup to discuss? Action steps and timelines for said activities?

**Commented [WKA20]:** Please consider including planning activities and timelines – when will this team be created? Who will be the team members? What topics will be introduced/discussed regarding disability awareness and how will that be determined?

We encourage the involvement of partners (e.g. Independent Living Centers) be involved in this process.

**Commented [WKA21]:** For these activities, please consider documenting initial plans and steps for training (including any key partners) frequency of training, as well as a target date to establish baselines (e.g. number served).





Disability Awareness	April 2022	DRC Designee
Program Accessibility	April 2022	DRC Designee
Training Accessibility	April 2022	DRC Designee

**OBJECTIVE #3****SKILL DEVELOPMENT, JOB RETENTION, AND CAREER PATHWAY TRAINING STRATEGY**

- Describe any training that is or will be available to individuals with disabilities and businesses to support skill development, job retention, and career entry and advancement.

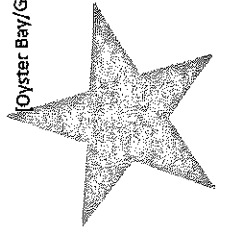
Initial first steps of fact-finding, and setting up collaborative discussions with partners will be vital in to the goals of NYS SCION initiative. Key partners will include, but are not limited to ACCESS-VR, Office of Mental Health, New York State Commission for the Blind, FREE enterprises, and Independent Living Centers. Training will be provided as needed after the determining the goals of the individual in the specific field the individual intends to work. This will be established after the individual completes a job seekers worksheet any barriers are identified. Each individual will have their own plan therefore training will be different for each individual serviced. Training and activities along with the frequency of activity will be determined at a later date as the first steps are to enroll and spread awareness of the NYS SCION initiative. The goal is to enroll 5 individuals per month.

- Describe any plans to adapt and modify policies and procedures to support skill development, job retention, and career pathway training for individuals with disabilities.

Each person with a disability will complete an evaluation to determine the needs of the disabled and how to better assist these individuals in skill development, job retention and build career pathways.

**Policy Change (Y/N):****ACTION PLAN**

[02/11/2022]

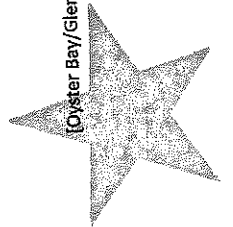




Attachment A

Activity	Target Date	Resources Required	Lead Person/ Organization	Anticipated Product or Result
Skill Development	April 2022		DRC Designee	
Job Retention	April 2022		DRC Designee	
Career Pathway Training Strategy	April 2022		DRC Designee	

[02/11/2022]

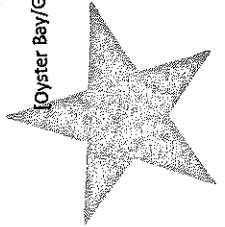




**OBJECTIVE #4****COORDINATION STRATEGY**

- Describe any activities to coordinate employment services (e.g., career exploration, training, asset development, benefits advisement, job placement, work experiences, and other services) with other systems providers (e.g., Independent Living Centers, Mental Health, Disability, and other Community Organizations).  
This will begin by an individual with disability meeting with a Disability Resource Coordinator (DRC), the DRC and individual will complete an interest and skills assessment in order to gauge the direction of career. The DRC will research the labor market to learn about growing jobs in the country. The DRC will then create employment goals with the individual, and will discuss any challenges or strengths in reaching this goal. At this time, the DRC will determine if a IRT team should be created for the individual or the steps in which need to be taken in order for the individual to reach their goal by acting as a liaison between all community ties in educating the community of the services available for those with disabilities. The DRC will utilize worksheets set forth by yourteamyoudream.com in order to coordinate goals and action plans for the individual.
- Describe any activities to expand linkages between these organizations and programs including TTW-related activities.  
In order to expand linkage between these organizations we will have the DRC connect as an EN with TTW in order to be a liaison between the linkages and TTW in order to educate other employers on all services offered. Becoming an EN, applicants must follow certain criteria to operate under an EN, which our DRC will ensure all partners have the experience, capability to provide employment services, proof of qualifications, systems to protect confidential information, suitability, accessibility for individuals with disabilities, liability insurance, accounting and control procedures, DUNS numbers, access to System for Award (SAM) and SAM management registration along with insuring all software is up to date.
- Describe activities to support sustainability planning and implementation for the above activities.  
All employees of ENs and their subcontractors/ provider partners with access to public identifiable information (PII) must have Social Security suitability before assuming EN duties. This means ensuring all partners have suitability in order to protect all PII. ENs must use according to TTW guidelines, the Ticket Portal, respond promptly to Social Security and communicate changes to Social Security within the established timeframe

[02/11/2022]





## Policy Change (Y/N):

ACTION PLAN	Target Date	Resources Required	Lead Person/ Organization	Anticipated Product or Result
Activity				
Coordination	April 2022		DRC Designee	

## OBJECTIVE #5

## SERVICE STRATEGY EVALUATION AND SUSTAINABILITY

- Describe the LDWB's service approach and implementation including products that will be managed and facilitated by the DRC.

The DRC will lead partner meetings to encourage activities to coordinate employment services such as career exploration, training, and benefits advisement with other systems providers such as the Office of Mental Health. Initial informative meetings to discuss the new initiative will be held, with not only the workforce, but also all other partnerships included. We have no limit on how many meetings will commence, as we feel it is important to discuss this initiative to ensure all service providers are aware of the initiative. This will include but not limited to hosting job fairs, including "Meet the Employer" sessions where those with disabilities are able to explore career pathways in an advanced setting. LBWD will also participate in mock interviews and resume assistance to further prepare those with disabilities into the work force. Utilizing our current relationship with NYS Adult Career and Continuing Education Services-Vocational Rehabilitation (ACCES-NY) referrals will continue to be made to further provide career readiness and literacy training.

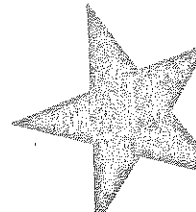
**Commented [WKA(22)]:** Consider activities such as the DRC will lead partner meetings to encourage activities to coordinate employment services such as career exploration, training, and benefits advisement with other systems providers such as the Office of Mental Health.

Consider the addition of activities such as: holding several initial informational meetings to discuss the new initiative. Regular meetings (2-4 per year) will be held to discuss this coordinated partner effort.

**Commented [WKA(23)]:** How many "Meet the Employer Events" will be held in the course of the year? Please consider the addition of a timeline and the number that will be reached as a result of these activities.

1 Outreach, intake, and orientation; assessment and program referral; supportive services; career planning and capability training; occupational skills training; on-the-job training; internships and work experiences

[02/11/2022]





- How will success be measured, included data collection? (e.g., skill gains, changes over time, long-term impacts).  
Success will be measured through data collection including an individual's skills, gains, and changes over time, including the long term impact working with a DRC will provide along with the ability for the individual to maintain long term employment and stability.
- Describe strategies to support sustainability planning, including the retention of the DRC position and related services. (A sample sustainability plan is available on the [NYS DOL website](#) as a resource to guide your future work.)  
Our first step in supporting sustainability planning will be raising awareness within the local community and key partnerships. This will also address challenges and opportunities which the DRC and the goal of SCION will address. The DRC will develop common goals while building support through local partnerships which will be key in the community for ongoing sustainability. The goals of pilot program are to improve employment outcomes for individuals with disabilities, expand available career services with NYS Career Center, and support and expand partnership collaboration and service coordination along with delivery across multiple education, workforce, and disability systems along with continuing partner development and outreach for long term sustainability. Utilizing Integrated Resource Teams (IRT) will help make progress along the individuals career journey and assist overcome challenges.
- Describe plans to generate alternate revenue to support project continuation beyond the three-year pilot.  
In order to generate alternative revenue to support the project continuation beyond the three-year pilot, The Town of Oyster Bay, Town of North Hempstead and the City of Glen Cove Local Workforce Investment Board plan to leverage existing town resources. Conversation of measurement will continue with the Town of Oyster Bay's budget director to track down town funding opportunities.

Policy Change (Y/N):

ACTION PLAN

[02/11/2022]

14

[Oyster Bay/Glen Cove] Implementation Plan

Commented [GAJ24]: This is excellent news. Are their any first steps that can be listed here so that progress can be tracked and better implemented?



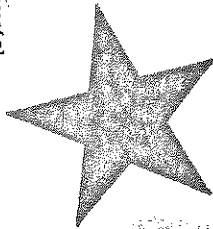
Attachment A

Activity	Target Date	Resources Required	Lead Person/ Organization	Anticipated Product or Result
Evaluation	April 2022		DRC Designee	
Sustainability	April 2022		DRC Designee	

Commented [WKA(25)]: Please consider identifying planning activities including the involvement of key partners with timeframes.

We also recommend the formation of a sustainability planning team and development and implementation of sustainability plan. We encourage the involvement of key partners (e.g., ACCES-VR) in assessment and planning processes.

[02/11/2022]





# The New York Systems Change and Inclusive Opportunities Network (NY SCION)

Disability Resource Coordinator Pilot Program  
BUDGET SUMMARY FOR ALL THREE YEARS

From: 1/0/1900  
To: 1/0/1900

NOTE: Amounts on this page are formula driven. No entry needed except for areas highlighted in yellow below.

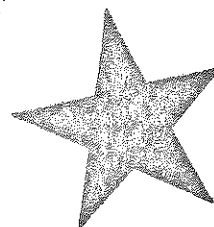
LWDA #:	74
LWDA Name:	Oyster Bay - Glen Cove - North Hempstead

	YEAR ONE		YEAR TWO		YEAR THREE		GRAND TOTAL
	1/0/1900	1/0/1900	1/0/1900	1/0/1900	1/0/1900	1/0/1900	
FROM:							
TO:							
Disability Resource Coordinator Staff							
SALARY \$	50,003.20	\$	52,003.08	\$	53,153.00	\$	155,159.28
FRINGE \$	25,912.70	\$	27,720.08	\$	28,551.68	\$	83,184.46
TRAINING \$	540.00	\$	540.00	\$	540.00	\$	1,620.00
TRAVEL \$	540.00	\$	540.00	\$	540.00	\$	1,620.00
A. TECH \$	540.00	\$	540.00	\$	540.00	\$	1,620.00
GENERAL \$	96.00	\$	96.00	\$	96.00	\$	288.00
ADMIN \$	8,736.88	\$	9,048.77	\$	9,268.95	\$	27,054.60
TOTAL \$	87,368.80	\$	90,487.73	\$	92,689.47	\$	270,546.00

THE ABOVE BUDGET IS AN ACCURATE REPRESENTATION OF THE FUNDING REQUIRED TO OPERATE THE NEW YORK SYSTEMS CHANGE AND INCLUSIVE OPPORTUNITIES NETWORK FOR THE THREE-YEAR PERIOD. MODIFICATIONS TO THIS BUDGET WILL BE PROVIDED, IF NECESSARY.

COMPLETED BY:  
TITLE:  
EMAIL:  
PHONE:  
DATE:

John Sarcone
Director
jsarcone@oysterbay-nv.gov
516-797-7973
1/27/2022





# The New York Systems Change and Inclusive Opportunities Network (NY SCION)

## Disability Resource Coordinator Pilot Program

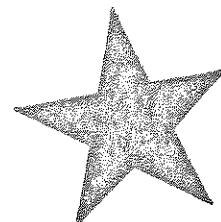
Budget Year One

**NOTE: COMPLETE ONLY THOSE BOXES HIGHLIGHTED IN YELLOW.**  
 The date for 'month one' should be the first month in which you expect to incur NY SCION programmatic expenses.

LWDA #:	74
LWDA Name:	Oyster Bay - Glen Cove - North Hempstead

Please fill in month/day/year from DRC start date		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	TOTAL
Disability Resource Coordinator Staff	SALARY	\$ 4,166.93	\$ 4,166.93	\$ 4,166.93	\$ 4,166.93	\$ 4,166.93	\$ 4,166.93	\$ 4,166.93	\$ 4,166.93	\$ 4,166.93	\$ 4,166.93	\$ 4,166.93	\$ 4,166.93	\$ 50,003.16
	FRINGE	\$ 2,242.73	\$ 2,242.73	\$ 2,242.73	\$ 2,242.73	\$ 2,242.73	\$ 2,242.73	\$ 2,242.73	\$ 2,242.73	\$ 2,242.73	\$ 2,242.73	\$ 2,242.73	\$ 2,242.73	\$ 26,912.76
TRAINING		\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 540.00
TRAVEL		\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 540.00
A. TECH		\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 540.00
GENERAL		\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 96.00
ADMIN		\$ 728.07	\$ 728.07	\$ 728.07	\$ 728.07	\$ 728.07	\$ 728.07	\$ 728.07	\$ 728.07	\$ 728.07	\$ 728.07	\$ 728.07	\$ 728.07	\$ 8,735.88
TOTAL		\$ 7,280.73	\$ 7,280.73	\$ 7,280.73	\$ 7,280.73	\$ 7,280.73	\$ 7,280.73	\$ 7,280.73	\$ 7,280.73	\$ 7,280.73	\$ 7,280.73	\$ 7,280.73	\$ 7,280.73	\$ 87,368.80

**TOTAL BUDGET FOR YEAR 1 \$ 87,368.80**





# The New York Systems Change and Inclusive Opportunities Network (NY SCION)

## Disability Resource Coordinator Pilot Program

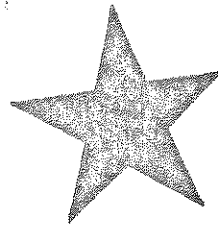
### Budget Year Two

NOTE: COMPLETE ONLY THOSE BOXES HIGHLIGHTED IN YELLOW.

LWDA #:	74
LWDA Name:	Oyster Bay - Glen Cove - North Hempstead

Please fill in month/day/year from DRC start date		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	TOTAL
Disability Resource Coordinator Staff	SALARY	\$ 4,333.58	\$ 4,333.58	\$ 4,333.58	\$ 4,333.58	\$ 4,333.58	\$ 4,333.58	\$ 4,333.58	\$ 4,333.58	\$ 4,333.58	\$ 4,333.58	\$ 4,333.58	\$ 4,333.58	\$ 52,002.96
	FRINGE	\$ 2,310.00	\$ 2,310.00	\$ 2,310.00	\$ 2,310.00	\$ 2,310.00	\$ 2,310.00	\$ 2,310.00	\$ 2,310.00	\$ 2,310.00	\$ 2,310.00	\$ 2,310.00	\$ 2,310.00	\$ 27,720.00
TRAINING		\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 540.00
TRAVEL		\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 540.00
A. TECH		\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 540.00
GENERAL		\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 96.00
ADMIN		\$ 754.06	\$ 754.06	\$ 754.06	\$ 754.06	\$ 754.06	\$ 754.06	\$ 754.06	\$ 754.06	\$ 754.06	\$ 754.06	\$ 754.06	\$ 754.06	\$ 9,048.77
TOTAL		\$ 7,540.64	\$ 7,540.64	\$ 7,540.64	\$ 7,540.64	\$ 7,540.64	\$ 7,540.64	\$ 7,540.64	\$ 7,540.64	\$ 7,540.64	\$ 7,540.64	\$ 7,540.64	\$ 7,540.64	\$ 90,487.73

TOTAL BUDGET FOR YEAR 2 \$ 90,487.73





# The New York Systems Change and Inclusive Opportunities Network (NY SCION)

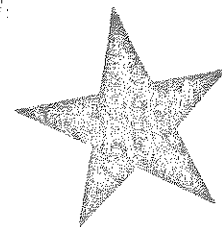
Disability Resource Coordinator Pilot Program  
Budget Year Three

NOTE: COMPLETE ONLY THOSE BOXES HIGHLIGHTED IN YELLOW.

LWDA #:	74
LWDA Name:	Oyster Bay - Glen Cove - North Hempstead

Please fill in month/day/year from DRC start date		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	TOTAL
Disability Resource Coordinator Staff	SALARY	\$ 4,429.41	\$ 4,429.41	\$ 4,429.41	\$ 4,429.41	\$ 4,429.41	\$ 4,429.41	\$ 4,429.41	\$ 4,429.41	\$ 4,429.41	\$ 4,429.41	\$ 4,429.41	\$ 4,429.41	\$ 53,152.92
	FRINGE	\$ 2,379.30	\$ 2,379.30	\$ 2,379.30	\$ 2,379.30	\$ 2,379.30	\$ 2,379.30	\$ 2,379.30	\$ 2,379.30	\$ 2,379.30	\$ 2,379.30	\$ 2,379.30	\$ 2,379.30	\$ 28,551.60
TRAINING		\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 540.00
TRAVEL		\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 540.00
A. TECH		\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 540.00
A. TECH		\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 96.00
ADMIN		\$ 772.41	\$ 772.41	\$ 772.41	\$ 772.41	\$ 772.41	\$ 772.41	\$ 772.41	\$ 772.41	\$ 772.41	\$ 772.41	\$ 772.41	\$ 772.41	\$ 9,268.95
TOTAL		\$ 7,724.12	\$ 7,724.12	\$ 7,724.12	\$ 7,724.12	\$ 7,724.12	\$ 7,724.12	\$ 7,724.12	\$ 7,724.12	\$ 7,724.12	\$ 7,724.12	\$ 7,724.12	\$ 7,724.12	\$ 92,689.47

TOTAL BUDGET FOR YEAR 3 \$ 92,689.47





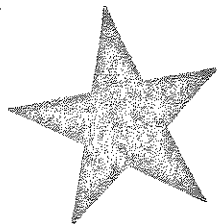


Department  
of Labor

## SECTION 5

# USDOL NOTICE OF OBLIGATIONAL AUTHORITY (NOO) AND AGREEMENT

THE NEW YORK SYSTEMS CHANGE AND INCLUSIVE OPPORTUNITIES NETWORK (NY  
SCION) -- SUBRECIPIENT AGREEMENT





*Grant Modification / Notice of Award*

**U.S. DEPARTMENT OF LABOR / EMPLOYMENT AND TRAINING ADMINISTRATION**

<b>GRANT MODIFICATION</b>		<b>No. 3</b>	<b>PROJECT:</b> WIOA Youth/Adult/Dislocated Workers Formula Combined	
<b>GRANT NUMBER:</b> AA-34785-20-55-A-36	<b>EIN:</b> [REDACTED]	<b>EFFECTIVE DATE:</b> 10/01/2020		<b>PAGE 1</b>
<b>GRANTEE:</b> NEW YORK STATE DEPARTMENT OF LABOR STATE OFFICE BUILDING CAMPUS, BUILDING 12, ROOM 516 ALBANY, NEW YORK 12240-0001		<b>ISSUED BY</b> U.S. DEPARTMENT OF LABOR / ETA DIVISION OF FEDERAL ASSISTANCE 200 CONSTITUTION AVENUE NW - ROOM N-4716 WASHINGTON, DC 20210		

**Action:**  
In accordance with Training and Employment Guidance Letter (TEGL) No. 16-19, this modification incorporates FY 2021 Advance Adult and Dislocated Workers funds.

YEAR / CFDA PROGRAM ACCOUNT ID	Mod 0-2 CURRENT LEVEL	Mod 3 MODIFICATION	NEW LEVEL	PMS DOC #
PY 20 / 17.258 WIOA ADULT ACTIVITIES - STATES <small>20 -1630-2020-0501742021BD202001740001205AD010A0000AOWM00-A90200-410023-ETA-DEFAULT TASK-</small>	\$9,231,766.00	\$0.00	\$9,231,766.00	AA34785V90
PY 20 / 17.278 WIOA DISLOCATED WORKERS - FORMULA - STATES <small>20 -1630-2020-0501742021BD202001740003205AD020A0000AOWM00-A90200-410023-ETA-DEFAULT TASK-</small>	\$9,131,528.00	\$0.00	\$9,131,528.00	AA34785VQ0
PY 20 / 17.259 WIOA YOUTH FORMULA GRANTS - STATES <small>20 -1630-2020-0501742021BD202001740005205YF000A0000AOWM00-A90200-410023-ETA-DEFAULT TASK-</small>	\$56,675,887.00	\$0.00	\$56,675,887.00	AA34785VS0
FY 21 / 17.258 WIOA ADULT ACTIVITIES (ADVANCE) <small>21 -1630-2021-0501742121BD202101740001215AD051A0000AOWM00-A90200-410023-ETA-DEFAULT TASK-</small>	\$0.00	\$46,066,934.00	\$46,066,934.00	AA347853L0
FY 21 / 17.278 WIOA DISLOCATED WORKERS - FORMULA - STATES (ADVANCE) <small>21 -1630-2021-0501742121BD202101740003215DHW091A0000AOWM00-A90200-410023-ETA-DEFAULT TASK-</small>	\$0.00	\$40,874,184.00	\$40,874,184.00	AA347855P0
<b>TOTAL FUND AVAILABILITY</b>	<b>\$75,039,161.00</b>	<b>\$86,941,118.00</b>	<b>\$161,980,299.00</b>	

<b>GRANT MODIFICATION</b>		<b>No. 3</b>	<b>PROJECT:</b> WIOA Youth/Adult/Dislocated Workers Formula Combined	
<b>GRANT NUMBER:</b> AA-34785-20-55-A-36	<b>EIN:</b> [REDACTED]	<b>EFFECTIVE DATE:</b> 10/01/2020		<b>PAGE 2</b>
<b>GRANTEE:</b> NEW YORK STATE DEPARTMENT OF LABOR STATE OFFICE BUILDING CAMPUS, BUILDING 12, ROOM 516 ALBANY, NEW YORK 12240-0001		<b>ISSUED BY</b> U.S. DEPARTMENT OF LABOR / ETA DIVISION OF FEDERAL ASSISTANCE 200 CONSTITUTION AVENUE NW - ROOM N-4716 WASHINGTON, DC 20210		

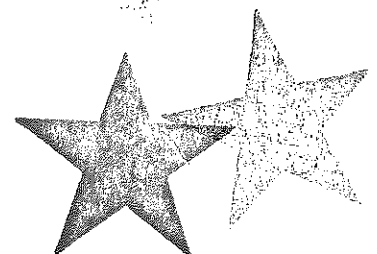
Except as modified, all terms and conditions of said grant /agreement remain unchanged and in full effect.

Approved  
by

  
**SERENA BOYD**

Grant Officer

Date Signed 10/27/2020





**U.S. DEPARTMENT OF LABOR  
EMPLOYMENT AND TRAINING  
ADMINISTRATION (DOL/ETA)**

**NOTICE OF  
AWARD (NOA)**

Under the authority of the *Workforce Innovation and Opportunity Act, P.L. 113-28*, this grant or agreement is entered into between the above named *Grantor Agency* and the following named *Awardee*, for a project entitled - **WIOA FORMULA GRANTS YOUTH/ADULT/DISLOCATED WORKERS.**

**Name & Address of Awardee:**  
NEW YORK STATE DEPARTMENT OF LABOR  
STATE OFFICE BUILDING CAMPUS, BUILDING 12, ROOM  
516  
ALBANY, NEW YORK 12240-0001

**Federal Award Id. No. (FAIN):** AA-34785-20-55-A-36  
**CFDA #:** 17.259- WIA/WIOA Youth Activities  
**Amount:** \$56,675,887.00  
**EIN:** [REDACTED]  
**DUNS #:** 806780607

**Accounting Code:**  
1630-2020-0501742021BD202001740005205YF000A0000AOWI00AOWI00-A90200-410023-ETA-DEFAULT TASK-

**Payment Management System DOC#:** AA34785VS0

The Period of Performance shall be from **April 01, 2020 thru June 30, 2023.**  
Total Government's Financial Obligation is **\$56,675,887.00** (unless other wise amended).

Payments will be made under the Payments Management System, and can be automatically drawn down by the awardee on an as needed basis covering a forty-eight (48) hour period.

In accordance with Training and Employment Guidance Letter No. 16-19, this Notice of Award transmits the Program Year 2020 allotments for the WIOA Title I Youth program.

In performing its responsibilities under this grant agreement, the awardee hereby certifies and assures that it will fully comply with all applicable Statute(s), and the following regulations and cost principles, including any subsequent amendments:

**Uniform Administrative Requirements, Cost Principles, and Audit Requirements:**

2 CFR Part 200; Uniform Administrative Requirements, Cost Principles, and Audit Requirements; Final Rule  
2 CFR Part 2900; DOL Exceptions to 2 CFR Part 200;

**Other Requirements (Included within this NOA):**

Condition(s) of Award (if applicable)  
Federal Award Terms, including attachments

**Contact Information**

The Federal Project Officer (FPO) assigned to this grant is Danielle Worthen-ramos. Danielle Worthen-ramos will serve as your first line point of contact and can be contacted via e-mail - [worthen-ramos.daniel@dol.gov](mailto:worthen-ramos.daniel@dol.gov). If your FPO is not available, please call your Regional Office at 617-788-0170 for assistance.

The awardee's signature below certifies full compliance with all terms and conditions as well as all applicable Statutes(s), grant regulations, guidance, and certifications.

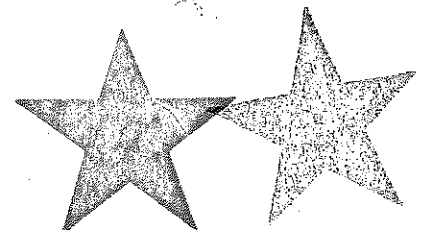
Signature of Approving Official - **AWARDEE**

Signature of Approving Official - **DOL / ETA**

X  
[Signature Box]

**See SF-424 for Signature**  
**No Additional Signature Required**

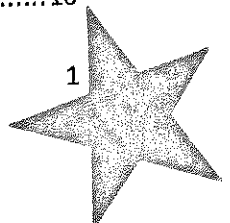
**SERENA BOYD, June 02, 2020**  
Grant Officer





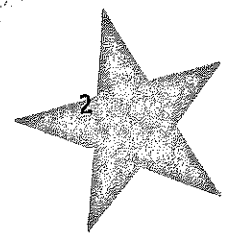
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## **1. Order of Precedence**

In the event of any inconsistency between the terms and conditions of this Notice of Award and other requirements, the following order of precedence shall apply:

- I. Workforce Innovation and Opportunity Act (Pub. L. 113-128).
- II. Other applicable Federal statutes.
- III. Further Consolidated Appropriations Act, 2020 (Pub. L. 116-94)
- IV. Implementing Regulations.
- V. Executive Orders.
- VI. OMB Guidance, including the Uniform Guidance at 2 CFR 200 and 2900.
- VII. DOL-ETA Directives.
- VIII. Terms and conditions of this award.

## **2. Notice of Award**

The funds that are provided under this Notice of Award must be expended according to all applicable Federal statutes, regulations and policies, including those of the Workforce Innovation and Opportunity Act; the applicable approved State WIOA plan including approved modifications and amendments to the plan, and any waiver plan approved under WIOA Sec. 189(i)(3) or Workforce Flexibility (Workflex) plan approved under WIOA Sec. 190; the negotiated performance levels and policies established pursuant to the Secretary's authority under WIOA Section 116; and the applicable provisions in the appropriations act(s).

The funds shall be obligated and allocated via a Notice of Award (NOA) grant modification. These obligations and expenditures may not exceed the amount awarded by the NOA modification unless otherwise modified by the ETA.

## **3. Training and Employment Guidance Letter (TEGL) No. 16-19**

Training and Employment Guidance Letter (TEGL) No. 16-19 and any amendments [https://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=8295](https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=8295) are hereby incorporated into this Grant Agreement. Award recipients are bound by the authorizations, restrictions, and requirements contained in the TEGL. Therefore, the expenditure of grant funds by the award recipient certifies that (your organization has read and will comply with all the parts that are contained in the Notice of Award (NOA).

## **4. Approved Budget**

The award recipient's budget documents are attached in this Notice of Award. The documents are: 1) the SF-424, included as Attachment A. As the award recipient, your organization must confirm that all costs are allowable before creating any expenses. Pursuant to 2 CFR 2900.1, the approval of the budget as awarded does not constitute prior approval of those items specified in 2 CFR 200 or your grant award as requiring prior approval. The Grant Officer is the only official with the authority to provide such approval.





## **5. Federal Project Officer**

The DOL/ETA Federal Project Officer (FPO) for this award is:

Name: Danielle Worthen-Ramos  
Telephone: 617-788-0314  
E-mail: WorthenRamosDanielle@dol.gov

The FPO is not authorized to change any of the terms or conditions of the award or approve prior approval requests. Any changes to the terms or conditions or prior approvals must be approved by the Grant Officer through the use of a formally executed award modification process.

## **6. Return of Funds**

Effective October 1, 2017, the U.S. Department of Labor, Employment & Training Administration will no longer be accepting paper checks for any type of returned funds. All return of funds are to be submitted electronically through the Payment Management System (PMS) operated by the U.S. Department of Health and Human Resources via the same method as a drawdown.

If there are questions regarding the return of funds or your organization no longer has access to PMS, contact the U.S. Department of Labor/ETA Office of Financial Administration via email at: [ETA-ARteam@dol.gov](mailto:ETA-ARteam@dol.gov) for further assistance.

## **7. Evaluation, Data, and Implementation**

As the award recipient, your organization must cooperate during the implementation of a third-party evaluation. This means providing DOL or its authorized contractor with the appropriate data and access to program operating personnel and participants in a timely manner.

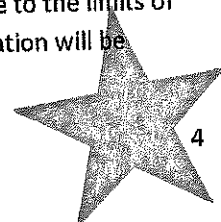
## **8. Resources and Information**

Additional resources and information to assist you are located on the ETA website at <https://www.doleta.gov/grants/resources.cfm> and on the Grants Application and Management collection page located on WorkforceGPS.org at <https://grantsapplicationandmanagement.workforcegps.org/>. These sites contain information about the Uniform Guidance, grant terms and conditions, financial reporting, indirect costs, recipient training resources, and other relevant information.

## **9. Cost Limitation Restrictions**

### **a. Administrative Costs**

Under the Workforce Innovation and Opportunity Act, administrative costs are defined and discussed in 20 CFR 683.215. There is a 10 percent limitation on administrative costs on funds that are awarded under this grant. Under no circumstances may the administrative costs exceed this limit. Award recipients will be evaluated based on their compliance to the limits of the administrative costs during close out. Any amounts that exceeds this limitation will be disallowed and subject to debt collection.





#### **b. Budget Flexibility**

Federal recipients are not permitted to make transfers that would cause any funds to be used for purposes other than those consistent with this Federal program. Any budget changes that impact the Statement of Work and agreed upon outcomes or deliverables require a request for modification and prior approval from the Grant Officer.

As directed in 2 CFR 200.308(e), for programs where the Federal share is over the simplified acquisition threshold (currently \$250,000), the transfer of funds among direct cost categories or programs, functions and activities is restricted such that if the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by the Federal awarding agency, the recipient must receive prior approval from the Grant Officer. Any changes within a specific cost category on the SF424(a) do not require a grant modification unless the change results in a cumulative transfer among direct cost categories exceeding 10% of total budget as noted above. It is recommended that your assigned FPO review any within-line changes to your budget prior to implementation to ensure they do not require a modification. For programs where the Federal share is below the simplified acquisition threshold, recipients are not required to obtain the Grant Officer's approval when transferring funds among direct cost categories. This includes transferring direct costs to the indirect cost category contained on the SF424 (a).

#### **c. Consultants**

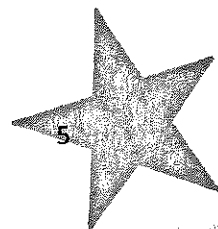
For the purposes of this award, the ETA Grant Officer has determined that fees paid to a consultant who provides services under a program shall be limited to \$710 per day (representing an eight hour work day). Any fees paid in excess of this amount cannot be paid without prior approval from the Grant Officer.

#### **d. Travel**

This award waives the prior approval requirement for domestic travel as contained in 2 CFR 200.474. For domestic travel to be an allowable cost, it must be necessary, reasonable, allocable and conform to the non-Federal entities written policies and procedures. All travel must also comply with Fly America Act (49 USC 40118), which states in part that any air transportation, regardless of price, must be performed by, or under a code-sharing arrangement with, a US Flag air carrier if service provided by such carrier is available.

#### **e. Travel - Foreign**

Funds that are awarded and authorized to carry out an activity under WIOA subtitle B cannot be used for foreign travel.





**f. Travel – Mileage Reimbursement Rates**

Pursuant to 2 CFR 200.474(a), all award recipients must have policies and procedures in place related to travel costs; however, for reimbursement on a mileage basis, this Federal award cannot be charged more than the maximum allowable mileage reimbursement rates for Federal employees. The 2020 mileage reimbursement rates are:

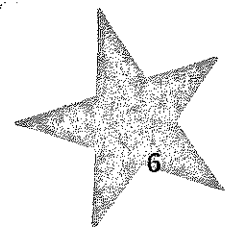
Modes of Transportation	Effective/Applicability Date	Rate per mile
Privately owned automobile	January 1, 2020	\$0.575
Privately owned motorcycle	January 1, 2020	\$0.545

Mileage rates must be checked annually at [www.gsa.gov/mileage](http://www.gsa.gov/mileage) to ensure compliance.

**g. WIOA Infrastructure**

WIOA sec. 121(b)(1)(B) and 20 CFR 678.400 require the following programs to be One-Stop partners: A. WIOA title I programs: Adult, Dislocated Worker, and Youth formula programs; Job Corps; YouthBuild; Native American programs; National Farmworker Jobs Program (NFJP); B. Wagner-Peyser Act Employment Service (ES) program authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by WIOA title III; C. Senior Community Service Employment Program (SCSEP) authorized under title V of the Older Americans Act of 1965; D. Trade Adjustment Assistance (TAA) activities authorized under chapter 2 of title II of the Trade Act of 1974; E. Unemployment Compensation (UC) programs; F. Jobs for Veterans State Grants (JVSF) programs authorized under chapter 41 of title 38, U.S.C.; and G. Reentry Employment Opportunities (REO) programs (formerly known as Reintegration of Ex-Offenders Program (RExO) awarded prior to January 1, 2019 which were authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532).

With the exception of Native American programs established under WIOA sec. 166, all One-Stop partner programs including all programs that are funded under title I of WIOA are required to contribute to the infrastructure costs and certain additional costs of the One-Stop delivery system in proportion to their use and relative benefits received as required in 20 CFR 678.700 and 678.760. While Native American programs are not required to contribute to infrastructure costs per WIOA 121(h)(2)(D)(iv), they are strongly encouraged to contribute as stated in TEGL 17-16. The sharing and allocation of infrastructure costs between One-Stop partners is governed by WIOA sec. 121(h), WIOA's implementing regulations, and the Federal Cost Principles contained in the Uniform Guidance at 2 CFR part 200 and DOL's exceptions at 2 CFR part 2900. The Federal Cost Principles state that a partner's contribution is an allowable, reasonable, necessary, and allocable cost to the program and is consistent with other legal requirements.





## 10. Administrative Requirements

### a. Assurances and Certifications

The signed SF-424, Application for Federal Assistance, has been included as an attachment to this grant. The individual that signed the SF-424 on behalf of the applicant is considered the Authorized Representative of the applicant. As stated in block 21 of the SF-424 form, the signature of the Authorized Representative on the SF-424 certifies that the organization is in compliance with the Assurances and Certifications form SF-424B (available at <http://apply07.grants.gov/apply/forms/sample/SF424B-V1.1.pdf>). *You do not need to submit the SF-424B form separately.*

### b. Audits

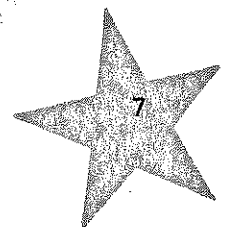
Organization-wide or program-specific audits shall be performed in accordance with Subpart F, the Audit Requirements of the Uniform Guidance which apply to audits for fiscal years beginning on or after December 26, 2014. DOL awards recipients including for-profit and foreign entities that expend \$750,000 or more in a year from any Federal awards must have an audit conducted for that year in accordance with the requirements contained in 2 CFR 200.501. OMB's approved exception at 2 CFR 2900.2 expands the definition of 'non-Federal entity' to include for-profit entities and foreign entities. For-profit and foreign entities that are recipients or subrecipients of a DOL award must adhere to the Uniform Guidance at 2 CFR 200.

### c. Changes in Micro-purchase and Simplified Acquisition Thresholds

The Office of Management and Budget memorandum (M-18-18), issued on June 20, 2018, increased the threshold for micro-purchases under Federal financial assistance awards from \$3,500 to \$10,000 and the threshold for simplified acquisitions under Federal financial assistance awards from \$100,000 to \$250,000. Please note that these two threshold increases were effective for all Employment and Training (ETA) grantees as of October 1, 2018. All ETA grantees should carefully review the above-referenced memorandum and make any necessary updates to their financial and administrative policies, procedures and systems as a result of these threshold increases.

### d. Closeout/Final Year Requirements

At the end of the grant period, the award recipient will be required to close the grant with the ETA. As the award recipient, your organization will be notified approximately 15 days prior to the end of the period of performance that the closeout process will begin once the grant ends. The information concerning the recipient's responsibilities at closeout may be found at 2 CFR 200.343. During the closeout process, the grantee must be able to provide documentation for all direct and indirect costs that are incurred. For instance, if an organization is claiming indirect costs, the documentation that is required is a Negotiated Indirect Cost Rate Agreement or Cost Allocation Plan issued by the grantee's Federal cognizant agency. Documentation for those approved to utilize a de minimis rate for indirect costs is demonstrated through the grant agreement. Not having documentation for direct or indirect costs will result in costs being disallowed and subject to debt collection. The only liquidation that can occur during closeout is the liquidation of accrued expenditures (NOT obligations) for goods and/or services received during the grant period (2 CFR 2900.15).





#### e. Equipment

The requirement that grant recipients obtain prior approval from the Federal Grantor agency for all purchases of equipment (as described in 2 CFR 200.439) is waived in accordance with 2 CFR 200.308(c)(4) and 20 CFR Part 683.200, and approval authority is delegated to the Governor. Notwithstanding this waiver, the Grantor reserves the right to reimpose the requirement of prior approval by the Grantor, after providing advance notice to the State (Grantee).

#### f. Federal Funding Accountability and Transparency Act (FFATA)

##### 1. Reporting of first-tier subawards.

- I. *Applicability.* Unless your organization is exempt as provided in paragraph [4.] of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph [5.] of this award term).
- II. *Where and when to report.*
  - I. You must report each obligating action described in paragraph [1.i.] of this award term to <https://www.fsrs.gov>.
  - II. For subaward information, you must report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
- III. *What to report.* You must report the information about each obligating action that the submission instructions posted at <https://www.fsrs.gov> specify.

##### 2. Reporting Total Compensation of Recipient Executives.

- I. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
  - I. the total Federal funding authorized to date under this award is \$25,000 or more;
  - II. in the preceding fiscal year, you received—
    - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
    - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
  - III. The public does not have access to information on the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/execomp.htm>.)
- II. *Where and when to report.* You must report executive total compensation described in paragraph [2.a.] of this award term:
  - a. As part of your registration profile at <http://www.sam.gov>.



- b. By the end of the month following the month in which this award is made, and annually thereafter.

3. Reporting of Total Compensation of Subrecipient Executives.

- I. *Applicability and what to report.* Unless you are exempt as provided in paragraph [4.] of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
  - I. in the subrecipient's preceding fiscal year, the subrecipient received—
    - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
    - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
  - II. The public does not have access to information on the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/execomp.htm>.)
- II. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph [3.a] of this award term:
  - I. To the recipient.
  - II. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

4. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- a. Subawards, and
- b. The total compensation of the five most highly compensated executives of any subrecipient.

5. Definitions.

For purposes of this award term:

- a. *Entity* means all of the following, as defined in 2 CFR part 25:
  - I. A Governmental organization, which is a State, local government, or Indian tribe;
  - II. A foreign public entity;
  - III. A domestic or foreign nonprofit organization;
  - IV. A domestic or foreign for-profit organization;
  - V. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.



- b. *Executive* means officers, managing partners, or any other employees in management positions.
- c. *Subaward*:
  - I. This term is used as a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - II. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see [2 CFR 200.330]).
  - III. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
- d. *Subrecipient* means an entity that:
  - I. Receives a subaward from you (the recipient) under this award; and
  - II. Is accountable to you for the use of the Federal funds provided by the subaward.
- e. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
  - I. *Salary and bonus.*
  - II. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - III. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - IV. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
  - V. *Above-market earnings on deferred compensation which is not tax-qualified.*
  - VI. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

## g. Intellectual Property Rights

The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and ii) any rights of copyright to which the recipient, subrecipient or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the Department has a license or rights of free use in such work, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated by selling products developed with grant funds, including intellectual



property, these revenues are considered as program income. Therefore, program income must be used in accordance with the provisions of this grant award and 2 CFR 200.307.

If applicable, the following needs to be on all products developed in whole or in part with grant funds:

*"This workforce product was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The product was created by the recipient and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it."*

#### **h. Pay for Performance Contract Strategies**

Pay for Performance (PFP) contract strategies seek to maximize the likelihood that the Federal government pays only for services that are demonstrably effective, and secures performance results at a lower cost. The Workforce Innovation and Opportunity Act (WIOA) has authorized PFP as a discretionary activity in WIOA Title I Adult, Dislocated Worker, and Youth programs:

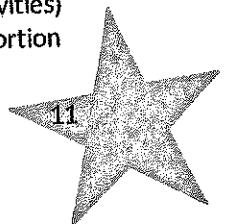
WIOA, Public Law No. 113-128, enacted July 22, 2015, available at <https://www.gpo.gov/fdsys/pkg/PLAW-113publ128/pdf/PLAW-113publ128.pdf>, Sections 3(47); 116(d)(2)(K), which references 116(b)(2)(A); 116(d)(6)(D); 116(h); 128(b); 133(b); 129(c)(2); 134(a)(3)(A)(xiv), which references 134(d)(1)(A)(iii); 134(c)(3) and 134(c)(3)(G)(ii)(vi) specifically; and 189(g)(2)(D)

A state may request no more than 10 percent of the total local adult and dislocated worker allocations be reserved and used on the implementation of WIOA PFP contract strategies for adult training services described in sec. 134(c)(3) of WIOA. No more than 10 percent of the local youth allocation can be reserved and used on the implementation of WIOA PFP contract strategies for youth training services and other activities described in sec. 129(c)(2) of WIOA. Section 189(g)(2)(D) of WIOA authorizes funds used for WIOA PFP contract strategies are available until expended.

A forthcoming Training and Employment Guidance Letter (TEGL) will provide information and procedural requirements on the implementation of PFP Contract Strategies using the WIOA formula funding streams. After the PFP TEGL is published, this grant will be modified to incorporate the PFP Federal Award Terms, which would become effective when a state has received approval of a grant modification request to implement PFP.

#### **i. PY 2019 Administrative Costs Limits (WIOA Title I Only)**

Notwithstanding WIOA section 128(b)(4), for PY 2019, not more than 20 percent of the total amount allocated to a local area may be used for the administrative costs of carrying out local workforce investment activities under WIOA Chapter 2 (Youth Workforce Investment Activities) and Chapter 3 (Adult and Dislocated Worker Employment and Training Activities), if the portion





of the total amount of administrative costs that exceeds 10 percent of the total amount allocated is used to respond to a qualifying emergency.

**j. PY 2019 Rapid Response Activities (WIOA Title I Only)**

The funds reserved by a Governor for PY 2019 for statewide activities under WIOA 128(a) that remain unobligated may be used for statewide rapid response activities as described in WIOA 134(a)(2)(A) for responding to a qualifying emergency.

**k. Personally Identifiable Information**

Award recipients must recognize and safeguard personally identifiable information (PII) except where disclosure is allowed by prior written approval of the Grant Officer or by court order. Award recipients must meet the requirements in Training and Employment Guidance letter (TEGL) 39-11, Guidance on the Handling and Protection of Personally Identifiable Information (PII)), found at [http://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=7872](http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872).

**l. Pre-Award**

All costs incurred by the award recipient prior to the start date specified in the award issued by the Department are *incurred at the recipient's own expense*.

**m. Procurement**

The Uniform Guidance (2 CFR 200.317) require States (as defined at 2 CFR 200.90) to follow the same procurement policies and procedures it uses for non-Federal funds. The state will comply with 200.322 Procurement of recovered *materials* and ensure that every purchase orders or other contract includes any clauses required by section 200.326 Contract provisions. Award recipients must also follow the requirements regarding the competitive award of One-Stop Operators in the Workforce Innovation and Opportunity Act at WIOA Sec. 121(d) and sec. 123.

**n. Program Income**

The "Addition" method as described in 2 CFR 200.307 must be used in allocating any program income generated for this grant award. Award recipients must expend all program income prior to drawing down additional funds as required at 2 CFR 200.305(b)(5) and 2 CFR 200.307(e). Any program income found remaining at the end of period of performance must be returned to the ETA. In addition, recipients must report program income on the quarterly financial report using ETA-9130 form.

**o. Publicity**

No funds provided under this grant shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself. Nor shall grant funds be used to pay the salary or expenses of any recipient or agent acting for such recipient, related to any activity designed to influence the enactment of legislation,



appropriations, regulation, administrative action, or Executive Order proposed or pending before the Congress, or any state government, state legislature, or local legislative body other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government.

**p. Recipient Integrity and Performance Matters**

1. If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the award recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.
2. Proceedings about which you must report. Submit the information required about each proceeding that:
  - a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
  - b. Reached its final disposition during the most recent 5-year period; and
  - c. Is one of the following:
    - I. A criminal proceeding that resulted in a conviction, as defined in paragraph 5. of this award term
    - II. A civil proceeding that resulted in a finding of fault and liability and paying a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
    - III. An administrative proceeding, as defined in paragraph 5. of this award term, that resulted in a finding of fault and liability and your payment of either monetary fine or penalty of \$5,000 or more or a reimbursement, restitution, or damages in excess of \$100,000; or
    - IV. Any other criminal, civil, or administrative proceeding if:
      - (A) It could have led to an outcome described in paragraph 2.c.I, II, or III of this award term;
      - (B) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
      - (C) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.
3. Reporting procedures. Enter in SAM Entity Management area (formerly CCR), or any successor system, the FAPIS information that SAM requires about each proceeding described in paragraph 2. of this award term. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM (formerly CCR) because you were required to do so under Federal procurement contracts that you were awarded.



4. Reporting frequency. During any period of time when you are subject to the requirement in paragraph 1. of this award term, you must report FAPIIS information through SAM no less frequently than semiannually following your initial report of any proceedings for the most recent 5-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report.
5. Definitions. For purposes of this award term:
- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level. It does not include audits, site visits, corrective plans, or inspection of deliverables.
  - b. Conviction, for purposes of this award term, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
  - c. Total value of currently active grants, cooperative agreements, and procurement contracts includes —
    - I. Only the Federal share of the funding under any award with a recipient cost share or match; and
    - II. The value of all options, even if not yet exercised.

**q. Reports**

All ETA recipients are required to submit quarterly financial and narrative progress reports for each grant award.

- a. **Quarterly Financial Reports.** All ETA recipients are required to report quarterly financial data on the ETA-9130 Form. ETA-9130 reports are due no later than 45 calendar days after the end of each specified reporting quarter. Reporting quarter end dates are March 31, June 30, September 30, and December 31. A final financial report must be submitted no later than 45 calendar days after the quarter ends and the closeout 9130 report must be submitted no later than 90 calendar days after the grant period of performance ends. A closeout report will be submitted during the closeout process. For additional guidance on ETA's financial reporting, reference Training and Employment Guidance Letter (TEGL) 20-19 and [https://www.doleta.gov/grants/pdf/ETA-9130\\_Financial\\_Reporting\\_Resources.pdf](https://www.doleta.gov/grants/pdf/ETA-9130_Financial_Reporting_Resources.pdf).

The instructions for accessing both the on-line financial reporting system and the HHS Payment Management System can be found in the transmittal memo accompanying this NOA.

**r. Requirements for Conference and Conference Space**

Conferences sponsored in whole or in part by the award recipient are allowable if the conference is necessary and reasonable for the successful performance of the Federal Award. Recipients are urged to use discretion and good judgment to ensure that all conference costs charged to the grant are appropriate and allowable. For more information on the requirements



and the allowability of costs associated with conferences, refer to 2 CFR 200.432. Recipients will be held accountable to the requirements in 2 CFR 200.432. Therefore, costs that do not comply with 2 CFR 200.432 will be questioned and may be disallowed.

**s. Subawards**

A *subaward* means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

The provisions of the Terms and Conditions of this award will be applied to any subrecipient under this award. The recipient is responsible for monitoring the subrecipient, ensuring that the Terms and Conditions are in all subaward packages and that the subrecipient comply with all applicable regulations and the terms and conditions of this award (2 CFR 200.101(b)(1)).

**t. Supportive Services & Participant Support Costs**

When supportive services are expressly authorized by a program statute, regulation, or FOA, this award waives the prior approval requirement for participant support costs as described in 2 CFR 200.456. Costs must still meet the basic considerations at 2 CFR 200.402 – 200.411. Questions regarding supportive services and participant support costs should be directed to the FPO who is assigned to the grant.

**u. System for Award Management**

**1. Requirement for System of Award Management (SAM)**

Unless you are exempt from this requirement under 2 CFR 25.110, you as the award recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

**2. Requirement for unique entity identifier**

If you are authorized to make subawards under this award, you:

- i. Must notify potential subrecipients that no entity (see definition in paragraph [3] of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
- ii. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

**3. Definitions**

For purposes of this award term:

- i. *System of Award Management (SAM)* is the Federal repository where award recipients register to do business with the U.S. government. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).

- ii. *Unique entity identifier* means the code that is unique to a registered entity in order to complete its registration on SAM.
- iii. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:



- a. A Governmental organization, which is a State, local government, or Indian Tribe;
- b. A foreign public entity;
- c. A domestic or foreign nonprofit organization;
- d. A domestic or foreign for-profit organization; and
- e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

iv. *Subaward*:

- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).
- c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

v. *Subrecipient* means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.

## v. SAM Registration Validation

ETA advises grant recipients registered in SAM to log into SAM and review their registration information, particularly their financial information and points of contact. Further, the DUN and EIN numbers must remain active until the grant award closeout process is fully completed. See TEN 18-17 for additional guidance.

## w. Vendor/Contractor

The term "contractor", sometimes referred to as a vendor, is a dealer, distributor, merchant or other seller providing goods or services that are required to implement a Federal program. (2 CFR 200.23) These goods or services may be for an organization's own use or for the use of the beneficiaries of the Federal program. Additional guidance on distinguishing between a subrecipient and a contractor (vendor) is provided in 2 CFR 200.330. When procuring contractors for goods and services, DOL ETA recipients and subrecipients must follow the procurement requirements 2 CFR 200.319, which calls for free and open competition.

## x. Whistleblower Protection

This grant and employees working on this grant are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712. The recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation (48 CFR 3.908; note that for the purpose of this term and condition, use of the term "contract," "contractor," "subcontract," or "subcontractor" in section 3.908 should be read as "grant," "grantee," "subgrant," or "subgrantee"). The recipient shall insert the substance of this clause in all subgrants and contracts over the simplified acquisition threshold.



## 11. Program Requirements

Training and Employment Guidance Letter (TEGL) No. 16-19 outlines the program requirements for this award.

## 12. Fiscal Year (FY) 2020 Federal Appropriations Requirements

### a. Fair Labor Standards Act Amendment for Major Disasters

Pursuant to P.L. 116-94, Division A, Title I, Section 108, the Fair Labor Standards Act of 1938 ("FLSA") will apply as if the following language was added to section 7 (the "Maximum Hours" section). This language specifically relates to occurrences of a major disaster (as declared or designated by the State or Federal government) and are applied for a period of two years afterwards. The language is as follows:

"(s)(1) The provisions of this section [maximum hours worked] shall not apply for a period of 2 years after the occurrence of a major disaster to any employee—

"(A) employed to adjust or evaluate claims resulting from or relating to such major disaster, by an employer not engaged, directly or through an affiliate, in underwriting, selling, or marketing property, casualty, or liability insurance policies or contracts;

"(B) who receives from such employer on average weekly compensation of not less than \$591.00 per week or any minimum weekly amount established by the Secretary, whichever is greater, for the number of weeks such employee is engaged in any of the activities described in subparagraph (C); and "(C) whose duties include any of the following:

"(i) interviewing insured individuals, individuals who suffered injuries or other damages or losses arising from or relating to a disaster, witnesses, or physicians; "(ii) inspecting property damage or reviewing factual information to prepare damage estimates;

"(iii) evaluating and making recommendations regarding coverage or compensability of claims or determining liability or value aspects of claims;

"(iv) negotiating settlements; or

"(v) making recommendations regarding litigation.

"(2) The exemption in this subsection shall not affect the exemption provided by section 13(a)(1) [of the FLSA].

"(3) For purposes of this subsection—

"(A) the term 'major disaster' means any disaster or catastrophe declared or designated by any State or Federal agency or department;

"(B) the term 'employee employed to adjust or evaluate claims resulting from or relating to such major disaster' means an individual who timely secured or secures a license required by applicable law to engage in and perform the activities described in clauses (i) through (v) of paragraph (1)(C) relating to a major disaster, and is employed by an employer that maintains worker compensation insurance coverage or protection for its employees, if required by applicable law, and withholds applicable Federal, State, and local income and payroll taxes from the wages, salaries and any benefits of such employees; and

"(C) the term 'affiliate' means a company that, by reason of ownership or control of 25 percent or more of the outstanding shares of any class of voting securities of one or more companies, directly or indirectly, controls, is controlled by, or is under common control with, another company."



**b. Health Benefits Coverage for Contraceptives**

Federal funds may not be used to enter into or renew a contract which includes a provision for prescription drug coverage unless the contract also includes a provision for contraceptive coverage. This requirement does not apply to contracts with 1) the religious plans Personal Care's HMO and OSF HealthPlans, Inc. and 2) any existing or future plan if the carrier for the plan objects to such coverage on the basis of religious beliefs.

In implementing this section, any plan that enters into or renews a contract may not subject any individual to discrimination on the basis that the individual refuses to prescribe or otherwise provide for contraceptives because such activities would be contrary to the individuals' religious beliefs or moral convictions. Nothing in this term shall be construed to require coverage of abortion or abortion related services.

**c. Privacy Act**

No funds can be used in contravention of 5 U.S.C. 552a (the Privacy Act) or regulations implementing the Privacy Act.

**d. Prohibition on Contracting with Corporations with Felony Criminal Convictions**

The recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.

**e. Prohibition on Contracting with Corporations with Unpaid Tax Liabilities**

The recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

**f. Prohibition on Procuring Goods Obtained Through Child Labor**

Pursuant to P.L. 116-94, Division A, Title I, Section 103, no funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by the DOL prior to December 20, 2019. DOL has identified these goods and services here: <http://www.dol.gov/ilab/reports/child-labor/list-of-products>.



**g. Prohibition on Providing Federal Funds to ACORN**

Pursuant to P.L. 116-94, Division A, Title V, Section 521, these funds may not be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors.

**h. Reporting of Waste, Fraud and Abuse**

No entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

**i. Requirement for Blocking Pornography**

Pursuant to P.L. 116-94, Division A, Title V, Section 520, no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

**j. Requirement to Provide Certain Information in Public Communications**

Pursuant to P.L. 116-94, Division A, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state:

1. The percentage of the total costs of the program or project which will be financed with Federal money;
2. The dollar amount of Federal funds for the project or program; and
3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

The requirements of this part are separate from those in the 2 CFR part 200 and, when applicable, both must be complied with.

**k. Restriction on Health Benefits Coverage for Abortions**

Pursuant to P.L. 116-94, Division A, Title V, Section 506 and 507, Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the pregnancy is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself that would, as certified by a physician, place the women in danger of death unless an abortion is performed. This restriction does not prohibit any non-Federal entity from providing health benefits coverage for abortions when all funds for that specific benefit do not come from a Federal source. Additionally, no funds made available through this award may be provided to a State or local government if such government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.



## **l. Restriction on Lobbying/Advocacy**

Pursuant to P.L. 116-94, Division A, Title V, Section 503, no federal funds may be used by a grant recipient, other than for normal and recognized executive-legislative relationships, to engage in lobbying or advocacy activities (including, for publicity or propaganda purposes, the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation) designed to support or defeat the enactment of federal, state, or local legislation, regulation, appropriations, order, or other administrative action, except in presentation to Congress or a State or local legislature itself or for participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

## **m. Restriction on the Promotion of Drug Legalization**

Pursuant to P.L. 116-94, Division A, Title V, Section 509, no Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive-congressional communications or where there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

## **n. Restriction on Purchase of Sterile Needles or Syringes**

Pursuant to P.L. 116-94, Division A, Title V, Section 527, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.

## **o. Salary and Bonus Limitations**

Pursuant to P.L. 116-94, Division A, Title I, Section 105, recipients and subrecipients shall not use funds to pay the salary and bonuses of an individual, either as direct costs or as indirect costs, at a rate in excess of Executive Level II. The Executive Level II salary may change yearly and is located on the OPM.gov website (<http://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2020/executive-senior-level>). The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 CFR 200.330. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients, taking into account factors including the relative cost-of-living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including Employment and Training Administration programs. See Training and Employment Guidance Letter No. 5-06 for further clarification, available at [http://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=2262](http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2262).

## **13. Public Policy**

### **a. Architectural Barriers**

The Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards



issued by GSA (see 36 CFR 1191, Appendixes C and D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.

## **b. Drug-Free Workplace**

The Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR 182 require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The award recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment.

## **c. Executive Orders**

**12928:** Pursuant to Executive Order 12928, the recipient is strongly encouraged to provide subcontracting/subgranting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

**13043:** Pursuant to Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

**13166:** As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency [05/29/2003] Volume 68, Number 103, Page 32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>.

**13513:** Pursuant to Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, dated October 1, 2009, recipients and subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government. Recipients and subrecipients are also encouraged to conduct initiatives of the type described in section 3(a) of this order.

**13788:** Pursuant to Executive Order 13788, by drawing down funds, the recipient agrees to comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the "Buy American Act"). Additionally, no funds may be made available to any person or entity that has been convicted of violating the Buy American Act.



For the purposes of this award, the Buy American Act requires the recipient to use, with limited exceptions, only 1) unmanufactured items that have been mined or produced in the United States; and 2) manufactured items that have been manufactured in the United States substantially all from articles, materials, or supplies that were mined, produced, or manufactured in the United States.

These requirements do not apply to 1) items for use outside of the United States, 2) items that are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and are not of a satisfactory quality; and 3) manufactured items procured under any contract with an award value that is equal to or less than the micro-purchase threshold (currently \$10,000). In order to claim an exception to these requirements under 1 or 2 above, the recipient must get prior approval from the Grant Officer. Prior approval is not needed for purchases under the micro-purchase threshold.

**d. Flood Insurance**

The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 *et seq.*, provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in communities in the United States identified as flood-prone, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for the DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

**e. Hotel-Motel Fire Safety**

Pursuant to 15 U.S.C. 2225a, the recipient must ensure that all space for conferences, and, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended). Recipients may search the Hotel Motel National Master List at <https://apps.usfa.fema.gov/hotel/> to see if a property is in compliance, or to find other information about the Act.

**f. Prohibition on Trafficking in Persons**

**1. Trafficking in persons.**

**a. Provisions applicable to a recipient that is a private entity.**

I. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

- (A). Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- (B). Procure a commercial sex act during the period of time that the award is in effect; or
- (C). Use forced labor in the performance of the award or subawards under the award.

II. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

- (A). Is determined to have violated a prohibition in paragraph a.1 of this award term; or



(B). Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

- i. Associated with performance under this award; or
- ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 2998.

b. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

I. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

II. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—

(A). Associated with performance under this award; or

(B). Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 29 CFR Part 98.

c. *Provisions applicable to any recipient.*

I. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

II. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

(A). Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

(B). Is in addition to all other remedies for noncompliance that are available to us under this award.

III. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. *Definitions.* For purposes of this award term:

I. "Employee" means either:

(A). An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

(B). Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

II. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.



III. "Private entity":

(A). Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

(B). Includes:

i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

ii. A for-profit organization.

IV. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

**g. Veterans' Priority Provisions**

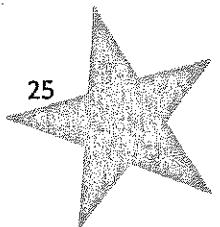
The Jobs for Veterans Act (Public Law 107-288) requires recipients to provide priority service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the DOL. The regulations implementing this priority of service can be found at 20 CFR part 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. Recipients must comply with the DOL guidance on veterans' priority. ETA's Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL. TEGL No. 10-09 is available at [http://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=2816](http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2816).

**14. Attachments**

Attachment A: SF-424



## **Attachment A: SF-424**





# Application for Federal Assistance SF-424

<b>* 1. Type of Submission:</b> <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		<b>* 2. Type of Application:</b> <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		<b>* If Revision, select appropriate letter(s):</b> <input type="text"/> <b>* Other (Specify):</b> <input type="text"/>	
<b>* 3. Date Received:</b> 06/22/2020		<b>4. Applicant Identifier:</b> <input type="text"/>			
<b>5a. Federal Entity Identifier:</b> <input type="text"/>			<b>5b. Federal Award Identifier:</b> <input type="text"/>		
<b>State Use Only:</b>					
<b>6. Date Received by State:</b> <input type="text"/>		<b>7. State Application Identifier:</b> <input type="text"/>			
<b>8. APPLICANT INFORMATION:</b>					
<b>* a. Legal Name:</b> New York State Department of Labor					
<b>* b. Employer/Taxpayer Identification Number (EIN/TIN):</b> 14-6013200			<b>* c. Organizational DUNS:</b> 8067806070000		
<b>d. Address:</b>					
<b>* Street1:</b> State Office Building Campus, Building 12, Room 516					
<b>Street2:</b> <input type="text"/>					
<b>* City:</b> Albany					
<b>County/Parish:</b> Albany					
<b>* State:</b> NY: New York					
<b>Province:</b> <input type="text"/>					
<b>* Country:</b> USA: UNITED STATES					
<b>* Zip / Postal Code:</b> 12240-0001					
<b>e. Organizational Unit:</b>					
<b>Department Name:</b> NYS Department of Labor			<b>Division Name:</b> D.E.W.S		
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>					
<b>Prefix:</b> Ms.		<b>* First Name:</b> Karen			
<b>Middle Name:</b> A		<input type="text"/>			
<b>* Last Name:</b> Coleman		<input type="text"/>			
<b>Suffix:</b> <input type="text"/>		<input type="text"/>			
<b>Title:</b> Deputy Commissioner of Workforce Development					
<b>Organizational Affiliation:</b> <input type="text"/>					
<b>* Telephone Number:</b> 518-457-4317		<b>Fax Number:</b> 518-485-6297			
<b>* Email:</b> Karen.Coleman@labor.ny.gov					



**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

A: State Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

**\* 10. Name of Federal Agency:**

Employment and Training Administration

**11. Catalog of Federal Domestic Assistance Number:**

17.259

CFDA Title:

WIOA Youth Activities

**\* 12. Funding Opportunity Number:**

ETA-TEGL-16-19-YOUTH

\* Title:

Workforce Innovation and Opportunity Act (WIOA) Youth Activities Program Allotments for Program Year (PY) 2020

**13. Competition Identification Number:**

ETA-TEGL-16-19-YOUTH

Title:

Workforce Innovation and Opportunity Act (WIOA) Youth Activities Program Allotments for Program Year (PY) 2020

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment

Delete Attachment

View Attachment

**\* 15. Descriptive Title of Applicant's Project:**

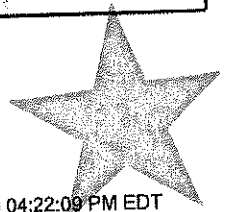
New York's PY 2020 WIOA Allotment for Youth Activities

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments





# Application for Federal Assistance SF-424

## 16. Congressional Districts Of:

\* a. Applicant NY-020

\* b. Program/Project NY-ALL

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

## 17. Proposed Project:

\* a. Start Date: 04/01/2020

\* b. End Date: 06/30/2023

## 18. Estimated Funding (\$):

* a. Federal	56,675,887.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	56,675,887.00

## \* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

## \* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ \*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

## Authorized Representative:

Prefix: Mr.

\* First Name: Jack

Middle Name:

\* Last Name: Dougherty

Suffix:

\* Title: Director of Finance

\* Telephone Number: 518-457-2647

Fax Number: 518-457-7550

\* Email: Jack.Dougherty@labor.ny.gov

\* Signature of Authorized Representative: Jack Dougherty

\* Date Signed: 05/22/2020



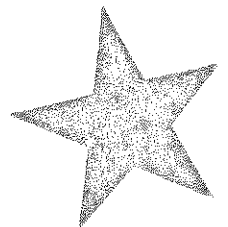


Department  
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## SECTION 6

### TECHNICAL ADVISORY 21-06: THE NEW YORK SYSTEMS CHANGE AND INCLUSIVE OPPORTUNITIES NETWORK (NY SCION) DISABILITY RESOURCE COORDINATOR (DRC) PILOT PROGRAM

THE NEW YORK SYSTEMS CHANGE AND INCLUSIVE OPPORTUNITIES NETWORK (NY  
SCION) – SUBRECIPIENT AGREEMENT





New York State Department of Labor  
W. Averell Harriman State Office Campus  
Building 12, Room 440, Albany, NY 12240  
www.labor.ny.gov

**Workforce Development System  
Technical Advisory # 21-06  
November 17, 2021**

**To:** Workforce Development Community  
**SUBJECT:** The New York Systems Change and Inclusive Opportunities Network (NY SCION) Disability Resource Coordinator (DRC) Pilot Program

**PURPOSE**

Notify Local Workforce Development Boards (LWDBs) of a three-year New York State (NYS) pilot program to fund the expansion of the DRC position to each Local Workforce Development Area (LWDA), and provide guidance to LWDBs on implementing the NY SCION program.

**POLICY**

Each LWDA must have at least one DRC on staff to build capacity within the workforce development system in serving individuals with disabilities, including individuals with developmental and/or intellectual disabilities, ages 18 and older.

The DRC position will be filled through the hiring of a new, or designation of an existing, full-time local staff person who will be required to develop a model of sustainability for the position beyond the three-year pilot period.

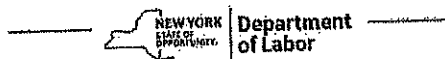
To assist with implementation, each LWDB will receive up to \$100,000 annually for three consecutive years, from January 1, 2022-December 31, 2024. New York City will receive up to \$500,000 annually for a DRC for each borough.

Each DRC must develop a process to convene Integrated Resource Teams (IRTs) in the LWDA to advance individuals with disabilities in their chosen education, employment, training, and/or career pathways goal(s).

To coordinate and streamline funding across NYS to better serve individuals with disabilities, each LWDB not currently registered under the New York Employment Services System (NYESS) Administrative Employment Network (AEN) is strongly encouraged to do so. If not registering with the NYESS AEN, each LWDB must be registered with an AEN or be their own Employment Network.

**ACTION**

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- A. Prior to the release of funding through the Notice of Obligational Authority (NOA) process, LWDBs must provide the NYS Department of Labor (NYSDOL) with an implementation plan that outlines the core requirements of the DRC position within the LWDA, which may include, but will not be limited to:

1. Increasing the capacity of the Career Center and surrounding career pathway programs to serve individuals with disabilities;
2. Identifying and leveraging multiple disability-related resources and partners including, but not limited to, the NYS Education Department's (NYSED) Adult Career and Continuing Education Services – Vocational Rehabilitation (ACCES-VR) and the Office of Children and Family Services/NYS Commission for the Blind (OCFS/NYSCB), to support collaboration around a job seeker's employment and/or training goal(s);
3. Advising the workforce development system on how to effectively promote the participation of individuals with disabilities in existing career pathways systems and programs;
4. Assisting and training the LWDB, Career Center staff, businesses, community colleges, and other training providers on topics including, but not limited to, rights under the Americans with Disabilities Act (ADA), Ticket to Work (TTW), accommodations, assistive technology, and assessments; and
5. Developing a plan for evaluation and sustainability of the NY SCION program in the local area beyond the initial three-year period of funding. A sample Sustainability Plan is available on the NYSDOL website.

NYSDOL created a template for the implementation plan, included in this Workforce Development System Technical Advisory (WDS TA) as **Attachment A: New York Systems Change and Inclusive Opportunities Network (NY SCION) Implementation Plan**. This plan must be submitted to [SpecialPopulations@labor.ny.gov](mailto:SpecialPopulations@labor.ny.gov) by November 30, 2021.

- B. The DRC must be hired or designated by January 14, 2022. A full description of the DRC position and its recommended minimum qualifications is included in **Attachment B: Disability Resource Coordinator (DRC) Job Description and Recommended Minimum Qualifications**. Once hiring or designation takes place, the following will be required:

1. By April 1, 2022, the DRC must convene LWDA workforce development system stakeholders to develop, or join existing, IRTs to maximize collaboration and minimize the duplication of services to individuals with disabilities.

IRTs should be comprised of stakeholders within the disability services community including, but not limited to, Vocational Rehabilitation Counselors, VR service providers, Integrated Employment Specialists, Independent Living Center

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staff, job coaches, Business Services Representatives, businesses, and/or Veteran Services staff.

The purpose of this group will be to advance individuals with disabilities in their chosen education, employment, training, and/or career pathways goal(s). In areas where an appropriate workgroup or IRT already exists, this requirement can be satisfied by the DRC joining one or more of these groups and working with membership on the interventions and best practices described in **Attachment B**.

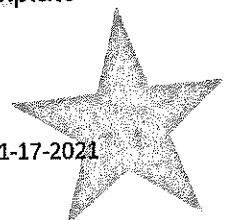
More information on IRTs can be found on the NYSDOL website.

2. By April 1, 2022, each LWDB must be registered with the NYESS AEN, a separate AEN, or be their own Employment Network. Full details on NYESS AEN registration are posted on the NYSDOL website.
3. Timely One-Stop Operating System (OSOS) data entry to ensure required performance outcomes are met, both quantitative and qualitative, for individuals with disabilities and individuals receiving Supplemental Security Income (SSI) or Social Security Disability Insurance (SSDI).
  - a. Required quantitative performance measures for both groups of individuals will include, but not be limited to:
    - The six Workforce Innovation and Opportunity Act (WIOA) primary indicators of performance as detailed in WDS TA #18-6.2;
    - Total participants entering and completing career pathways training;
    - Total participants entering and completing a work experience;
    - Total participants receiving an industry-recognized/post-secondary certificate or credential; and
    - Total participants entering unsubsidized employment.
  - b. Required quantitative performance measures for individuals receiving SSI or SSDI will include, but not be limited to:
    - Tickets assigned to the LWDB;
    - Milestones achieved;
    - Outcomes achieved; and
    - TTW revenue generated.
  - c. Required qualitative performance outcomes and success stories will be submitted by the DRC as a quarterly report. NYSDOL developed a template for this report, included in this WDS TA as **Attachment C: New York**

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11-17-2021





**Systems Change and Inclusive Opportunities Network (NY SCION)  
Disability Resource Coordinator (DRC) Quarterly Report.**

Additional information on OSOS data entry and performance-related NY SCION requirements can be found on the NYSDOL [website](#).

- C. LWDBs and DRCs must comply with NYSDOL's remote and/or onsite monitoring of the NY SCION program in accordance with the requirements of WDS TA #21-04: Monitoring – New York State Department of Labor (NYSDOL) Workforce Innovation and Opportunity Act (WIOA) Monitoring/Oversight of and Provision of Technical Assistance to Local Workforce Development Boards (LWDBs) and LWDB Responsibilities Relating to NYSDOL's Monitoring Process.

Additional information on monitoring and available monitoring guides can be found on the NYSDOL [website](#).

**BACKGROUND**

The United States Department of Labor Employment and Training Administration (USDOL ETA) previously awarded NYSDOL four rounds of Disability Employment Initiative (DEI) funding to support DRCs in selected LWDBs in NYS. These funds were used to implement activities targeted at improving education, training, and employment outcomes for individuals with disabilities who were unemployed, underemployed, and/or receiving Social Security disability benefits.

The purpose of the DEI was to expand the capacity of Career Centers to provide services to individual with disabilities and to promote the use of existing career pathways to serve:

- Adults (ages 18 and older) with visible, non-visible, and significant disabilities, including those who have acquired disabilities in adulthood; and
- Youth (ages 14-24) with visible, non-visible, and significant disabilities, including those who have chronic health conditions.

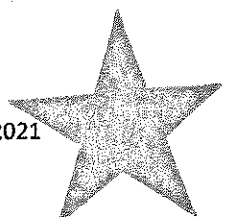
DEI projects focused on improvements needed to make existing career pathways systems fully inclusive of, and accessible to, individuals with disabilities. Examples of success stories from these DEI projects are available on the NYSDOL [website](#).

**REFERENCES**

United States Department of Labor (USDOL) WorkforceGPS [DEI DRC Job Description](#)

USDOL WorkforceGPS [DEI Front Line Resources for Disability Resource Coordinators](#)

[Minnesota DEI Project](#)





Training and Employment Notice (TEN) No. 24-18: Updated Promising Practices in Achieving Nondiscrimination and Equal Opportunity: A Section 188 Disability Reference Guide

WDS TA #18-6.2: Primary Indicators of Performance for Titles I and III under the Workforce Innovation and Opportunity Act (WIOA)

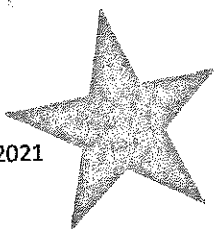
WDS TA #21-04: Monitoring – New York State Department of Labor (NYSDOL) Workforce Innovation and Opportunity Act (WIOA) Monitoring/Oversight of and Provision of Technical Assistance to Local Workforce Development Boards (LWDBs) and LWDB Responsibilities Relating to NYSDOL's Monitoring Process

#### **INQUIRIES**

Please direct all questions regarding this WDS to [SpecialPopulations@labor.ny.gov](mailto:SpecialPopulations@labor.ny.gov).

#### **ATTACHMENTS**

- A. New York Systems Change and Inclusive Opportunities Network (NY SCION) Implementation Plan
- B. Disability Resource Coordinator (DRC) Job Description and Recommended Minimum Qualifications
- C. New York Systems Change and Inclusive Opportunities Network (NY SCION) Disability Resource Coordinator (DRC) Quarterly Report





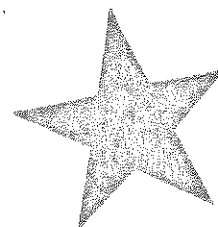


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## SECTION 7

### FREQUENTLY ASKED QUESTIONS (FAQs)

THE NEW YORK SYSTEMS CHANGE AND INCLUSIVE OPPORTUNITIES NETWORK (NY  
SCION) – SUBRECIPIENT AGREEMENT





**NEW YORK SYSTEMS CHANGE AND INCLUSIVE OPPORTUNITIES NETWORK (NY SCION)  
DISABILITY RESOURCE COORDINATOR (DRC) PILOT PROGRAM LOCAL WORKFORCE  
DEVELOPMENT BOARD (LWDB) QUESTION AND ANSWER (Q&A)**

1. Are there reports available that show the disability population within our regions?

We can work with our Research and Statistics (R&S) team to identify how many individuals you are already serving in the disability category. Anything else would come from the American Community Survey (ACS) or United States Census data. Since both have a substantial lag in reporting data, your best option is to identify participants you are currently serving who are actively registered in the One-Stop Operating System (OSOS) under the disability category.

There is also information on this in the New York State (NYS) Combined Plan, but it is the Civilian Population with a Disability by labor market region.

2. If the three program years of funding under this program are to begin July 1, 2022, but the Disability Resource Coordinator (DRC) is expected to be hired by January 14, 2022, hypothetically that leaves a six-month period during which a DRC could be hired. If this is the case, can the three-year funding period be extended beyond the 2024 hard deadline?

We are formally updating the NY SCION pilot program to January 1, 2022-December 31, 2024 so that it runs for a full three-year calendar period.

3. Regarding Integrated Resource Teams (IRTs), should they already exist? Is there available guidance on these? Is the IRT tied to one whole local system or just one Career Center?

No, you can create an IRT and they may not already exist. At its heart, an IRT is a group of stakeholders (businesses, parents, community providers, staff from LWDBs, etc.) who gather around a customer's employment goal. This can be at the individual level, or could happen around a team of community stakeholders, such as disability standing committees recommended by the Workforce Innovation and Opportunity Act (WIOA) or local community workgroups. As a model, the Your Dream, Your Team website developed by CDO Workforce, HempsteadWorks, and Tompkins County Workforce New York provides more information about IRTs. More information on IRTs will be available on the NY SCION webpage on the New York State Department of Labor (NYSDOL) website.

4. Will more information on registering for the New York Employment Services System (NYESS) Administrative Employment Network (AEN) be provided on the NYSDOL webpage?

Yes, the NY SCION webpage will contain information about the NYESS AEN. Currently, you can reach out to NYESS directly or visit the webpage containing information on becoming a participating AEN as well.

5. If we are expanding our network of Memorandum of Understanding (MOU) partners through the DRC position, will those partners be a part of MOU process? We have several human services agencies in the area that are not currently part of the MOU, but as we implement the DRC, they may become participants.

If there are any additional partners to the WIOA required-MOU, they must be approved by the LWDB and Chief Elected Official (CEO). If the MOU is signed and executed before these partnerships take place, we can do an amendment process, if necessary.



6. I am concerned about the list of qualifications for the DRC. If in January 2022 we are having difficulty hiring for the DRC position, is it possible to have someone take over this position internally? Could it become a shared position between a couple of internal employees, where each employee is taking on 50% of DRC duties?

No, this will not be allowed under NY SCION. A shared DRC role has not worked well in the past.

7. It seems like Adult Career and Continuing Education Services – Vocational Rehabilitation (ACCESVR) staff would be well-positioned to provide systems change through the DRC role. Can DRC funding be used to contract with someone in ACCES-VR to provide DRC services, or be used to fund ACCES-VR itself?

Collaboration with ACCES-VR is encouraged, but the funding and policy for the DRC position is targeted at hiring a new or an existing LWDB staff member to function in this role. However, if an ACCES-VR staff member decides they want to pursue becoming a DRC, that is allowed. Our state partners requested the individual local area job postings be shared with them, and we encourage you to share it with local level partners as well. The purpose of this funding is not to fund ACCES-VR directly, but we want someone coordinating the assembling of an IRT.

8. What is the origin of the DRC program?

This program is a NYSDOL initiative. Since there is no longer funding for the DRC position through the United States Department of Labor (USDOL) and the DEI, NYS has responded by creating this program.

9. Regarding the Implementation Plan, it will take some time to put together a comprehensive sustainability plan for the DRC and we only have one month to finish the Plan. Can we have more time and is this a living document?

The deadline for the Implementation Plan is not set in stone and we are open to reviewing the submission date if necessary. The Plan is meant to be a "compass" for the DRC position, and will likely change as a DRC may bring new ideas. Please reach out to the LWDB ([LWDB@labor.ny.gov](mailto:LWDB@labor.ny.gov)) or Special Populations ([SpecialPopulations@labor.ny.gov](mailto:SpecialPopulations@labor.ny.gov)) mailbox with any questions.

10. Is the funding for the DRC specifically for salary and fringe? Can it be used for advertising for the position?

No, the \$100,000 is not only for salary and fringe. This funding can also include the costs for space, supplies, and equipment for the DRC position.

11. We are working closely with our ACCES-VR partner and are just beginning the TTW program. As you are talking to ACCES-VR, you might want to consider having them suggest how they might be able to support this position. Right now, dollars are targeted specifically to their clients. When we refer a client to them, we do not get reimbursed as the TTW program is only for non-ACCES-VR clients. We have a huge client base that goes to ACCES-VR and do not want to end that, but we need to be incentivized to do the sustainability piece of this program. We do not want to do less with ACCES-VR just so we can have more revenue. We want to do more with ACCES-VR and create additional revenue streams for TTW.

The TTW Program is for individuals who receive ACCES-VR services. The TTW Program is also for individuals who do not receive ACCES-VR services. Working together, ACCES-VR and the LWDBs as



ENs can both serve the same person and receive TTW reimbursement revenue. LWDBs should enroll individuals as early as possible, regardless of their case status with ACCES-VR. The steps for an LWDB registered under the NYESS AEN are as follows (see the last paragraph below for those that are not):

- Identify if an individual has a Ticket that can be assigned to the LWDB's Workforce EN;
- If the individual agrees to assign their Ticket, they must sign the NYESS Brochure and the LWDB must complete the Individualized Work or Employment Plan (IWP/IEP); and
- The LWDB then enters signature dates into OSOS using the TTW.

After the above is complete, NYESS automatically checks to see if there is an open ACCES-VR case. If there is an open ACCES-VR case, then the Ticket will not automatically be assigned to the LWDB and they will see a message in the OSOS field that states "Ticket may be assigned once ACCES-VR closes the case." Every week, NYESS receives data from ACCES-VR and automatically updates the ACCESVR case closure information in OSOS. When the ACCES-VR case is closed, then the Ticket will become available for assignment to the LWDB that is an EN.

Since the Ticket can be assigned to ACCES-VR and then to an EN after the ACCES-VR case is closed, both ACCES-VR and the LWDBs who are ENs have the opportunity to claim TTW reimbursement. Partnering together will result in better long-term employment outcomes for the individual and reimbursement to both organizations.

As stated in Technical Advisory (TA) #21-6, each LWDB not currently registered under the NYESS AEN is strongly encouraged to do so. If not registering with the NYESS AEN, each LWDB must be registered with an AEN or be their own EN. Those LWDBs not registered under the NYESS AEN, and who wish to do so, can reach out to Andy Sink, NYESS Director of Employment Policy, at [andy.sink@omh.ny.gov](mailto:andy.sink@omh.ny.gov) or 518-474-2338.

For more information on becoming an EN, visit:

<https://yourtickettowork.ssa.gov/employmentnetworks/becoming-an-en.html>.

12. Every person that has a space in our Career Centers pays for that space. Would part of the DRC funding pay for the space a DRC is using? Technically, it is DRC staff that should come from DRC funding. From a sustainability perspective, the less funding we have to take from TTW to fund space, the more sustainable the position is.

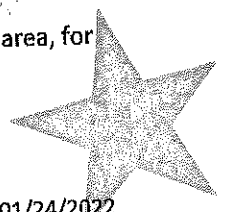
The \$100,000 is to be used to support the position and can include salary, fringe, space, supplies, and equipment.

13. Does the DRC position pay \$100,000 per year?

We are providing up to \$100,000 annually for the three-year pilot for each LWDB to support the DRC position. NYC will receive up to \$100,000 for each borough for the three-year period.

14. We calculated that staff and fringe costs for one county within our Local Workforce Development Area (LWDA) would be \$77,368 and that does not include rent or supplies. Can there be consideration for more money than the \$100,000/year before we can develop a sustainable model?

\$100,000 is the capped amount of funding determined for this initiative per year, per local area, for the three-year pilot timeframe.





15. This past year, NYESS went from taking 20% off the top to 30% off the top. Is this going to be built into this program or is it part of the \$100,000?

The \$100,000 is a flat amount each LWDB will receive. We have a strong expectation that the amount of revenue generated by the NYESS AEN will go up and "raise all boats," creating sustainability for the position. TTW funding will also supplement these positions. Hopefully, TTW revenue and outcomes and milestone payments over the course of time can be used to supplement these positions.

16. What negotiated percentage will NYESS be taking off the top for this program? There were no negotiations this year; NYESS simply notified us of the 30% they were taking.

This is not a NYESS program, but we will share this concern with them.

17. When NYESS took the 20% in the past, we were able to sustain the DRC with the remaining revenue. As a collective who embraces the sustainability of the TTW program, I think the 30% must be capped. The DRC program will not be sustainable if we go above 30%.

We will share this concern with NYESS.

18. NYESS claimed that money would go toward increasing the efficiency of the infrastructure of OSOS. Has that happened? OSOS is still using an old internet browser.

NYESS funds have been used to assist with paying OSOS consortium costs, inclusive of maintenance and support, as well as upgrading servers to increase capacity and functionality. We recognize that the current version of OSOS is still only functional in Internet Explorer. However, there is a new version of OSOS that has been developed that is entirely browser independent. NYSDOL is currently working with Information Technology Services (ITS) to move the application to new Linux servers, which will allow faster and more efficient functionality. It is anticipated that this new version will be released for testing in the coming months and then rolled into a production environment thereafter. In addition to providing system support, NYESS funds are used to support a number of DRCs employed across the state, and they also fund a number of Employment First initiatives, such as the Employability Toolkit.

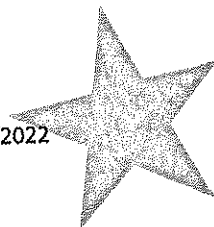
19. In the past, Fulton-Montgomery-Schoharie (FMS) received a grant for Disability Program Navigators (DPNs). Under that grant, there was a strict requirement that the navigator could not work directly with customers. Is this requirement no longer in place?

Correct, this requirement is not in place under the NY SCION program and DRCs are able to directly serve customers. However, we are asking that the DRC spend no more than 50% of their time in direct service delivery.

20. If I hire a DRC to work with one of the countries in my multi-jurisdictional LWDA, who will evaluate their performance?

\$100,000 is going to each LWDB to hire the DRC as their own employee. It is up to the LWDB to decide to whom the DRC reports. An emphasis should be placed on all areas/counties within the LWDA that are the DRC's responsibility. We can also work with you to figure out the best solution for your local area.

21. Can LWDBs contract out services and have the DRC employed by another organization?





Yes, we will issue each LWDB \$100,000, and from that point, it is up to the LWDB to determine how the DRC is staffed, supervised, etc. based on the local area's policies and procedures. For example, one LWDB contracted out with another disability organization to be the employer-of-record of the respective DRC under the DEI, while the LWDB monitored the performance of the Career Center and LWDB staff.

**22. Are there certain criteria or performance measures we are required to have for the DRC position?**

We have performance targets that are relevant on a state level. The DRC Quarterly Report that the designated DRC will have to complete contains quantitative and qualitative measures, including the WIOA-required Primary Indicators of Performance.

We are working together to provide services to about 45,000 individuals. We wanted to base targets on traditional numbers while keeping the reduction of participants from the COVID-19 pandemic in mind. We believe that number is the most accurate number of individuals expected to be served in the three-year program period, given the capacity-building activities the DRC will engage in over this period.

**23. Is the DRC responsible for getting the EN up and running?**

They will probably need help in doing so, but yes, the DRC can be the primary point-of-contact for the EN. Over the three-year pilot, the DRC will be primarily responsible for keeping track of ticketholders and how services are delivered to them. We want each LWDB to become a participating provider under the TTW by April 1, 2022.

**24. Will there be training available for DRCs? Trainers in benefits advisement and work incentives are hard to find.**

Yes, there will be training available. Once the LWDBs have DRCs in place, we can help you assess what skills they may be lacking and we may be able to add that to a training curriculum. We also have a training model based on the state of Minnesota's DEI that creates a "menu" of items based on the trainee. This will be available on the NY SCION [webpage](#).

For benefits advisement, we suggest the training available through Cornell University and Virginia Commonwealth University. However, local areas may need to go through their local procurement process for some training opportunities.

**25. The Independent Living Center in my local area offers a qualified work advisor. Can I contract for just that part of the service?**

No, you cannot contract for this service alone. The only allowable lines of funding for each local area are for salary, fringe, space, supplies, and equipment. If that is something you need, anyone can take courses or work with the Independent Living Center or other DRCs in the NY SCION network. Work incentives can be taught and are not terribly difficult to learn. Through the certification process, you open yourself up to large number of resources of people to ask hard questions about how work affects benefits.

**26. If we already have a DRC, does this funding go toward their position? We also have funding from the Research Foundation.**

Yes, the \$100,000 for each LWDB can be used to keep an existing DRC.



- 27. Our area will have to hire through the County as they are the grant recipient, correct? Can you please give some other options for hiring that might also work for a small area?**

Hiring is a local decision. If the LWDB and grant recipient agree to an alternative such as utilizing a staffing contract and follow the local procurement procedures to do so, this is acceptable.

- 28. If we hire through the County, it will take a significant amount of time. Could the time for having a new hire on board be extended to meet our needs?**

There will be some leniency for those local areas that have not found a suitable candidate by the January 14, 2022 deadline.

- 29. What if \$100k does not cover salary and benefits? How would we cover additional costs if necessary?**

Supplemental sources of funding to cover the balance of costs of above the \$100,000 need to be determined on a local level. \$100,000 is the maximum amount NYSDOL will provide to each LWDB per year for each year of the pilot. We recommend using TTW funding to supplement any costs in excess of the \$100,000. If this is not an option in your area, we recommend working with your local community providers and VR partners to identify or apply for alternate sources of supplemental funding.

- 30. Can the Implementation Plan, due November 30, 2021, be in draft form and considered a working document? Given Veteran's Day, Thanksgiving, etc., it may be difficult to flesh out the entire document within that short window.**

Yes, the Implementation Plan can be a draft and will likely need to be updated throughout the three-year pilot period.

- 31. How will rent, technology, etc. be covered for the DRC position?**

In addition to salary and fringe, space, supplies, and equipment are considered allowable costs under NY SCION. These can be put under a "General" line in the NY SCION budget template sent to each local area.

- 32. If the hire would be a county employee, how do you determine the pay grade? Can a civil service title be used in place of the DRC title?**

It is up to each local area's discretion as to the methods and specifics by which a DRC should be hired. We encourage you to follow your own local level policies and procedures related to hiring new staff. Ideally, DRCs should be hired via a method that aligns with your NY SCION sustainability planning.

- 33. How do you handle rent? Tech? etc.**

This question is covered in our response to question #31.

- 34. Who will be their supervisor? – If a county employee or who do they report to if awarded an RFP (the board?)**

It is up to each local area's discretion as to how the position of the DRC will be administered and supervised in your area. For a successful bidder under an RFP, supervision will have to be determined during the contracting process. Processes should already be in place if the DRC is hired as a county employee.



- 35. If we put out an RFP, how do we attach any dollar amount to it, if all we know is that "Up To \$100,000" is available for 3 years?**

We encourage you to go by your own local area's procurement procedures, and advise any potential bidders that the maximum award amount will be up to \$100,000 per year, for three years.

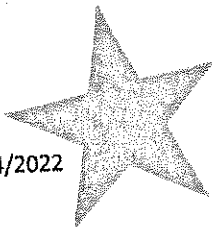
The level of compensation for the position is determined by the local area. The "up to" language refers to the contribution NYSDOL will make toward the local area compensation. You may set a fixed amount in your RFP below that amount and NYSDOL will cover the full amount. If you exceed \$100,000 the local area must make up the difference.

- 36. If an RFP is put out, can we specify for a period of 3 years and if so, what happens to the vendor at the end of the third year and there is no outside funding available to continue the program?**

Yes, you can specify a period of three years in any solicitation that you area issues. We would advise that, for any solicitation that you issue, that a clear, concise, and detailed sustainability plan is a required element of any proposal received. The sustainability plan of a successful bidder should then be incorporated into your own sustainability plan, and that of the sustainability activities of the DRC.

- 37. In the plan it talks about adapting and modifying policies/procedures to support disability awareness etc, what if there are no current policies in place, does adapt/modify also mean "create"?**

Yes. Any question in your implementation plan that refers to the adaptation and/or modification of policies and procedures in your local area also includes the creation of new policies and procedures that don't already exist. We recommend that your DRC work with your local partners (e.g., Vocational Rehabilitation, Independent Living Centers, Mental Health Providers, Equal Opportunity Officers) to review existing policies and procedures and edit, modify, and/or create as necessary.





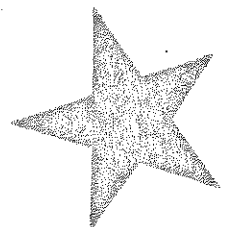


Department  
of Labor

## SECTION 8

### SUBRECIPIENT ATTESTATION

THE NEW YORK SYSTEMS CHANGE AND INCLUSIVE OPPORTUNITIES NETWORK (NY  
SCION) – SUBRECIPIENT AGREEMENT





# NY Systems Change and Inclusive Opportunities Network (NY SCION) Subrecipient Attestation

I, \_\_\_\_\_ [NAME], in my capacity as  
\_\_\_\_\_ [TITLE] and on behalf of  
\_\_\_\_\_ [SUBRECIPIENT NAME], hereinafter referred to as "Subrecipient":

- ☐ Affirm and assert that the Subrecipient has received and reviewed Notice of Award/Obligation Subrecipient Agreement and associated attachments, hereinafter collectively referred to as the "Agreement", for the NY Systems Change and Inclusive Opportunities Network (NY SCION);
- ☐ Affirm that the Subrecipient possesses the capacity to fulfill all responsibilities identified in the Agreement and assume liability for funds received; and
- ☐ Agree to comply with all applicable federal and state statutes, regulations, and award terms and conditions as reflected in the Agreement.

*Signature of Chief Elected Official (CEO) or authorized signatory for the Local Workforce Development Area for fiscal reporting to NYS Department of Labor is required below.*

Date:	Signature:	
Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> Other <input type="checkbox"/>	Typed Name of Signatory:	
Title:		
Address 1:		
Address 2:		
City:		
State:	Zip:	
Phone:	E-mail:	

**Submittal directions:** An original signature is not required for this attestation. Electronic signatures are acceptable. Please complete and save with digital signature (or print and scan). Email the Portable Document Format (PDF) to: [Dews.aers-taa@labor.ny.gov](mailto:Dews.aers-taa@labor.ny.gov) or [Sharie.FitzGibbon@labor.ny.gov](mailto:Sharie.FitzGibbon@labor.ny.gov)

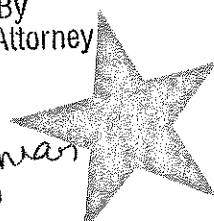
If you prefer to mail the attestation with an original signature, please mail to:

NYS Department of Labor  
Division of Employment & Workforce Solutions  
Office of Workforce Investments  
Gov. Harriman State Office Campus  
Building 12, Room 436  
Albany, NY 12240

\*Red fields are required

Reviewed By  
Office of Town Attorney

*E. Faughnan*





Meeting of May 10, 2022

Resolution No 323-2022

WHEREAS, pursuant to public notice, bids were duly solicited, and were regularly received on July 21, 2021, for Contract No. DP09-003RR, Construction of Syosset Streetscape & Walkability Improvements Located in Syosset, New York, and said bids were publicly opened and read; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated April 15, 2022, advised that in compliance with the Town of Oyster Bay Procurement Policy, the bid proposals received for Contract No. DP09-003RR were reviewed by Nelson & Pope Engineering, Architecture and Land Surveying, PLLC, 70 Maxes Road Melville, New York 11747, Consulting Engineers; and

WHEREAS, Russell Z. Scott, P.E., Senior Partner, Nelson and Pope Engineering, Architecture and Land Surveying, PLLC, Consulting Engineers, by letter dated March 11, 2022, recommended the award of Contract No. DP09-003RR, to GGG Construction Corp., 30 Mullan Avenue Hicksville, New York 11801, the lowest responsive and responsible bidder among four (4) bids received, in the amount of \$1,072,752.50; and

WHEREAS, Commissioner Lenz, by said memorandum, concurred with the recommendation of Nelson and Pope Engineering, Architecture and Land Surveying, PLLC, Consulting Engineers, and recommended the award of Contract No. DP09-003RR, to GGG Construction Corp., the lowest responsive and responsible bidder, in the amount of \$1,072,752.50, with funds available for payment in Account No. HWY H 5197 20000 2203 008, Project ID No. 2203 HWYDB-02; and

WHEREAS, in accordance with Town policy \$53,637.63 should be applied to the low bid amount for potential quantity increases for a total bid encumbrance of \$1,126,390.13; and

WHEREAS, Commissioner Lenz, by said memorandum, further advised that the Office of the Inspector General reviewed the Bids, the Contract, and the proposed vendor's disclosure questionnaire and is satisfied that the Town of Oyster Bay Procurement Policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are accepted, and Contract No. DP09-003RR is awarded to GGG Construction Corp., in an amount not to exceed \$1,126,390.13, and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. HWY H 5197 20000 2203 008, Project ID No. 2203 HWYDB-02; and be it further

RESOLVED, That the Town Comptroller is hereby authorized and directed to issue an encumbrance order in a total amount not to exceed \$1,126,390.13, upon presentation of a duly certified claim, after audit.

-#-

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

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

Reviewed By  
Office of Town Attorney  
*Peter P. Deady*



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

April 15, 2022

TO : MEMORANDUM DOCKET

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

SUBJECT: AWARD OF CONSTRUCTION CONTRACT  
CONSTRUCTION OF SYOSSET STREETScape & WALKABILITY IMPROVEMENTS  
LOCATED IN SYOSSET, NEW YORK  
CONTRACT NO: DPW09-003RR  
ACCOUNT NO: HWY H 5197 20000 2203 008  
PROJECT ID# 2203 HWYDB-02

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On July 21, 2021, the Division of Purchasing received bids for the subject project and the consulting engineer reviewed the bids. GGG Construction Corp., 30 Mulland Avenue, Hicksville, NY 11801, Federal Id# 11-2030513 submitted the lowest responsive bid among four (4) in the amount of \$1,072,752.50.

Attached is a letter dated March 11, 2022 from the office of N & P Engineering, Architecture and Land Surveying, PLLC, recommending the award of this contract to GGG Construction Corp. in the amount of \$1,072,752.50. In accordance with Town policy \$53,637.63 should be applied to the low bid amount for potential quantity increases for a total bid encumbrance of \$1,126,390.13.

The construction time for completion of the subject contract is 120 calendar days. Funds are available for the subject contract work in Account No. HWY H 5197 20000 2203 008, Project ID# 2203 HWYDB-02.

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

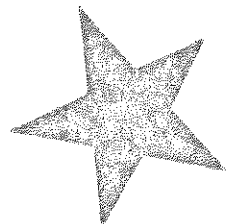
We concur with the recommendation of N & P Engineering, Architecture and Land Surveying, PLLC request that Contract No. DPW09-003RR be awarded to GGG Construction Corp in the total bid amount of \$1,072,752.50 and that \$53,637.63 be applied to the low bid amount for a total bid encumbrance of \$1,126,390.13.

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

RWL/JAT/MR/HAS/nm  
Attachments

cc: Steven Ballas, Comptroller  
John Bishop, Deputy Commissioner/HIGHWAY

DPW09-003RR DOCKET Contractor Award to GGG Construction Corp. 2022-03-14







March 11, 2022

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

Re: PIN 0759.59 - Syosset Streetscape & Walkability Improvement Project  
Bid No. PW 003RR-18  
Nelson & Pope No. 10017

Dear Commissioner Lenz:

The Town of Oyster Bay received bid proposals on July 21, 2021 in connection with the above referenced project. Bid proposals were submitted by the following firms:

CONTRACTOR	Bid Amount
GGG Construction Corp.	\$1,072,752.50
Quintal Contracting Corp.	\$1,496,098.50
Woodstock Construction Group Ltd.	\$1,723,875.00
Laser Industries, Inc.	\$2,016,720.00

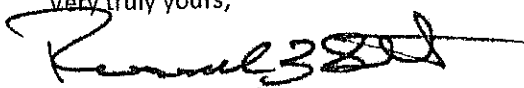
Nelson + Pope reviewed these proposals and prepared a comparison bid sheet which is attached for your information.

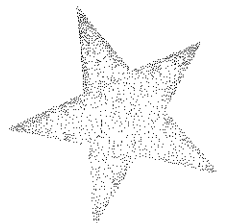
Nelson & Pope has reviewed GGG Construction Corp.'s submission. The Contractor is in compliance with the bid documents.

Award Concurrence was received by NYSDOT on March 4, 2022.

Based on our review, it is Nelson & Pope's opinion that the Contract be awarded to **GGG Construction Corp.** If you have any questions or require additional information, kindly contact this office.

Very truly yours,

  
Russell Z. Scott, P.E.  
Senior Partner





Meeting of May 10, 2022

Resolution No. 324-2022

Reviewed By  
Office of Town Attorney  
*Robert J. Deane*

WHEREAS, Thomas J. Rini, Superintendent of Public Works, Incorporated Village of Mineola, and Equipment Show Chairman, American Public Works Association, New York Metropolitan Chapter, Long Island Branch, 351 Stewart Avenue Garden City, New York 11530, by letter dated March 4, 2022, requested the use of the highway yard at the Town of Oyster Bay Public Works Facility, located at 150 Miller Place, Syosset, New York, to host the Chapter's Annual Equipment and Products Show, from Tuesday, May 17, 2022, through Thursday, May 19, 2022, during National Public Works Week; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated April 14, 2019, advised that the abovementioned property will not be required for use by the Town during that time, and that the Department of Public Works has no objection to allowing the American Public Works Association, New York Metropolitan Chapter, Long Island Branch, the use of the highway yard at the Town of Oyster Bay Public Works Facility, to host the Chapter's Annual Equipment and Products Show at the Town of Oyster Bay Public Works facility located at 150 Miller Place, Syosset, New York, from Tuesday, May 17, 2022 through Thursday, May 19, 2022 and requested Town Board authorization; and

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

NOW, THEREFORE, BE IT RESOLVED, that the requests as hereinabove set forth are hereby accepted and approved, and the American Public Works Association, New York Metropolitan Chapter, Long Island Branch, is hereby authorized to hold its Annual Equipment and Products Show at the Town of Oyster Bay Public Works Facility at 150 Miller Place, Syosset, New York, May 22, 2019, and shall have use of the highway yard at the Facility, from Tuesday May 17, 2022 through Thursday, May 19, 2022, subject to the following terms and conditions:

1. The use of all Town property and equipment shall be in conformance with the direction of the Commissioner of the Department of Public Works, or his duly designated representative;
2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of Town property and equipment, and in the conduct of the aforesaid activities;
3. The said organization shall file a Certificate of Insurance with the Office of the Town Clerk, indicating that said organization maintains comprehensive general liability insurance, with a commercial liability limit of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate per year, and naming the Town of Oyster Bay as an additional insured in connection with the afore-described activity; and



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

RESOLVED, that the Supervisor or his designee is hereby authorized and directed to sign the attached license agreement.

-#-

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

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



## TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

April 14, 2022

**TO** : MEMORANDUM DOCKET

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

**SUBJECT** : AMERICAN PUBLIC WORKS ASSOCIATION - NEW YORK CHAPTER  
LONG ISLAND BRANCH – ANNUAL EQUIPMENT AND PRODUCTS  
SHOW

The Long Island Branch of the New York Chapter of the American Public Works Association will host the chapter's annual equipment and products show. Attached, please find a letter dated March 4th, 2022 from Tom Rini, Secretary of the APWA, requesting use of the Department of Public Works Highway Yard in Syosset. They are requesting use of the Highway Yard from May 17, 2022 through May 19, 2022.

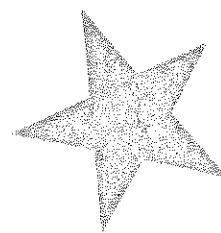
The American Public Works Association brings together the combined knowledge and experience of its members so they can be utilized to improve the quality of technical service provided to the public. This show is typically the largest of its kind in the Long Island area. Approximately twenty five (25) vendors will attend this equipment and products show.

Attached for your records is a copy of the Certificate of Liability Insurance from the American Public Works Association.

It is therefore requested that the American Public Works Association, New York Metro Chapter, Long Island Branch, be permitted to use the DPW Highway yard from May 17, 2022 through May 19, 2022, in order to host the 2022 APWA New York Metro Chapter Equipment Show.

*Richard W. Lenz by:*  
*James C. Gunn, Deputy Commissioner*  
Richard W. Lenz, P.E.  
Commissioner  
Department of Public Works

MC/RWL/rt  
Steven C Ballas, Comptroller  
Robert Tassone, Store Keeper I





AMERICAN PUBLIC WORKS ASSOCIATION  
**APWA**  
**New York Metropolitan Chapter**  
**newyorkmetro.apwa.net**

James W. Maxwell  
Secretary / Chapter Administrator  
Phone: 914-239-8642  
Jmax154@optonline.net

March 4, 2022

**2022 EXECUTIVE BOARD**

**President**

KEVIN GINNANE  
VILLAGE OF FLORAL PARK

**Vice President**

MICHAEL NOWAK  
VILLAGE OF RYE BROOK

**Secretary**

JAMES W. MAXWELL  
RETIRED

**Treasurer**

ROBERT J. MANGAN, PE  
RETIRED

**Board Members**

**Long Island Branch**

THOMAS RINI  
VILLAGE OF MINEOLA

HARRY WEED  
RETIRED

**Southeastern NY Branch**

STEPHEN MUNNO  
TOWN OF ORANGETOWN

JEFFREY COLEMAN, P.E.  
VILLAGE OF SCARSDALE

**Chapter Delegate**

PETER SCILIANO  
RETIRED

**Advisory Council**

Chairman  
JEFFREY COLEMAN, P.E.

**Council Members/Past Presidents**

JEFFREY COLEMAN, PE - 2020  
KEVIN CONKLIN - 2019  
JAMES W. MAXWELL - 2018  
THOMAS MCALPHER - 2017  
STEPHEN MUNNO - 2016  
THOMAS J. RINI - 2015  
LOUIS MARTIRANO, CPII - 2014  
DOMINICK LONGOBARDI - 2013  
ANDREW M. CONNORS, PE - 2012  
JOHN SCHERER - 2011  
ROCCO V. CIRICOSTA - 2010  
DAVID O'BRIEN - 2009  
VINCENTO TAMBURRO - 2008  
DAVID O'BRIEN - 2007  
MICHAEL J. SADOWSKI - 2006  
JOHN SCHERER - 2005  
KENNETH KRAFT - 2004  
LOUIS DIDOMENICO - 2003  
RONALD G. DELO, PE - 2002  
HARRY L. WEED - 2001  
BENEDICT A. SALANITRO, PE - 2000  
ROBERT J. MANGAN, PE - 1999  
ROCCO V. CIRICOSTA - 1998  
JOSEPH G. PECORA, PE - 1997  
JAMES J. DEAN - 1996  
LAWRENCE F. DUNN - 1995  
ANDREW M. CONNORS, PE - 1994  
PETER J. WOODCOCK - 1993  
CHARLES H. VEZZETTI - 1990

Honorable Joseph S. Saladino, Supervisor  
Town of Oyster Bay  
Town Hall  
54 Audrey Avenue  
Oyster Bay, New York 11771

**Re: 2022 APWA Equipment Show- Request for the Use of the Public  
Works Facility, 150 Miller Place, Syosset, New York**

Dear Supervisor Saladino:

The Long Island Branch of the New York Metropolitan Chapter of the American Public Works Association (APWA) is currently in the planning stages for the 2022 Equipment, Products and Services Exposition to be held on Wednesday, May 18, 2022, during National Public Works Week.

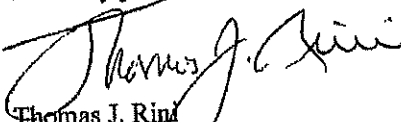
In the past, the Town of Oyster Bay has supported our organization, and this endeavor, by graciously hosting this event at the Town of Oyster Bay, Public Works Facility located at 150 Miller Place, Syosset, New York 11791.

On behalf of the Long Island Branch and the New York Metropolitan Chapter of APWA, I am hereby, respectfully requesting your assistance and approval to, once again, permit our organization the use of your facility. If this request meets with your approval, we would certainly appreciate and welcome your attendance at our opening ceremony on May 18<sup>th</sup>.

If this request meets with your approval, I will forward a certificate of insurance from APWA naming the Town of Oyster Bay as additional insureds.

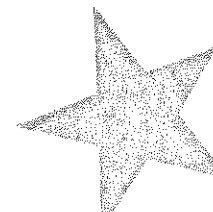
Thank you for your attention and consideration to this request, and if there are any questions or concerns, please feel free to have your representatives contact me at (516) 924-1409.

Sincerely yours,

  
Thomas J. Rini

Superintendent of Public Works - Village of Mineola  
Equipment Show Chairman, APWA - New York Metropolitan Chapter

cc: Richard Lenz, P.E., Commissioner, Department of Public Works





Harmless Agreement for Use of Town Property and/or Equipment

This Agreement is made this        day of 2022, by APWA-New York Metropolitan Chapter (hereinafter "CONCESSIONAIRE"). Whereas, the CONCESSIONAIRE has entered into a contract to provide certain services and products at various Town locations, as designated in the contract between the TOWN and the CONCESSIONAIRE for the contract period MAY 17 2022 through MAY 19 2022.

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

Further, the Organization agrees to provide the Town with a copy of its general liability insurance certificate, in the amounts of \$1,000,000 each occurrence, \$2,000,000 general aggregate, \$500,000 for property damage and, where appropriate, \$1,000,000 products; naming the Town as additional insured. All certificates of insurance must be accompanied by an endorsement.

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

Name of Organization:

APWA-New York Metropolitan Chapter

Address of Organization:

351 Stewart Avenue  
GARDEN CITY, N.Y. 11530

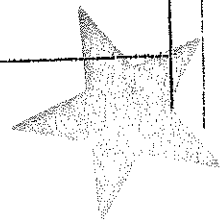
By: Thomas Rini  
Authorized Representative

Title: Equipment Show Chairman

Telephone Number: 516-924-1409

Reviewed By  
Office of Town Attorney









TOWN OF OYSTER BAY  
ADDENDUM TO PERMIT APPLICATION

Applicant Name: APWA - New York Metropolitan Chapter  
Event Description: Equipment Show  
Event Date: May 17, 2022 - May 19, 2022

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

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

Thomas J. Kiri  
Applicant Signature

STATE OF NEW YORK )  
COUNTY OF NASSAU ) ss:

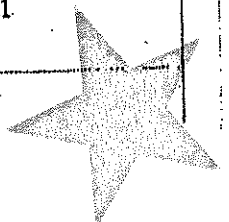
On the 8th day of April, 2022, before me, the undersigned, personally appeared THOMAS S. KIRI personally know to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument

Bryan L. Rivera  
Notary Public

BRYAN L. RIVERA  
Notary Public, State of New York  
No. 01R16415014  
Qualified in Nassau County  
Commission Expires March 8, 2025

Reviewed By  
Office of Town Attorney

Last Revised: May 5, 2021







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/7/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If 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  
Hays Companies Inc.  
1200 Main Street, Suite #2310  
Kansas City MO 64105

INSURED  
American Public Works Association  
1200 Main Street  
Suite 1400  
Kansas City MO 64105

CONTACT  
NAME:  
PHONE (816) 474-3535 FAX (816) 442-8755  
E-MAIL: dyoung@hayscompanies.com  
ADDRESS:  
INSURER(S) AFFORDING COVERAGE NAIC #  
INSURER A: Philadelphia Indemnity Ins Co 18058  
INSURER B: Hartford Property & Casualty 34690  
INSURER C:  
INSURER D:  
INSURER E:  
INSURER F:

COVERAGES CERTIFICATE NUMBER: GL/AI/WC/DL 5 21/22 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.

INSTR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
A	COMMERCIAL GENERAL LIABILITY 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 OTHER:	X	RHPK2294203	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRSD AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/>	X	RHPK2294203	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	RHUB774753	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 PER STATUTE <input checked="" type="checkbox"/> OTHER <input type="checkbox"/>
B	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	37H9CAHLE7M	7/1/2021	7/1/2022	E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

DATE/S OF EVENT: May 17th - May 19th, 2022  
EVENT NAME: NY METRO CHAPTER EQUIPMENT AND PRODUCTS SHOW  
LOCATION: 150 MILLER PLACE, SYOSSET, NY 11791, TOWN OF OYSTER BAY PUBLIC WORKS DEPARTMENT  
CHAPTER NAME: NEW YORK METRO, LONG ISLAND BRANCH  
Town of Oyster Bay is included as additional insured when required by written contract.

## CERTIFICATE HOLDER

TOWN OF OYSTER BAY  
ATTN: PAUL S. EHRLICH, ESQ,  
DEPUTY TOWN ATTORNEY  
54 AUDREY AVENUE  
OYSTER BAY, NY 11771

Reviewed By  
Office of Town Attorney

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

James Hays/DYOUNG



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****GENERAL LIABILITY DELUXE ENDORSEMENT:  
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE**

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10





Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – Includes Mental Anguish	Included	11
Personal and Advertising Injury – Includes Abuse of Process, Discrimination	Included	11

#### A. Extended Property Damage

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. Exclusions, Paragraph a. is deleted in its entirety and replaced by the following:

##### a. Expected or Intended Injury

"Bodily Injury" or property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

#### B. Limited Rental Lease Agreement Contractual Liability

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. Exclusions, Paragraph b. Contractual Liability is amended to include the following:

- (3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

#### C. Non-Owned Watercraft

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. Exclusions, Paragraph g. (2) is deleted in its entirety and replaced by the following:

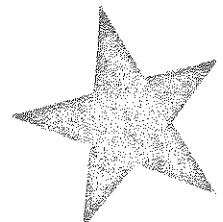
- (2) A watercraft you do not own that is:

- (a) Less than 58 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

#### D. Damage to Property You Own, Rent or Occupy

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE**





**LIABILITY, Subsection 2. Exclusions, Paragraph j. Damage to Property, Item (1)** is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

**E. Damage to Premises Rented to You**

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

- a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions;** is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE.**

- b. **SECTION III – LIMITS OF INSURANCE, Paragraph 6.** is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

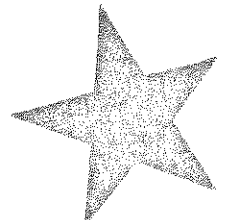
- c. **SECTION V – DEFINITIONS, Paragraph 9.a.,** is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 4. Other Insurance, Paragraph b. Excess Insurance, (1) (a) (ii)** is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:





a. \$1,000,000; or

b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

**F. HIPAA**

**SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY,**  
is amended as follows:

1. Paragraph 1. Insuring Agreement is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

2. Paragraph 2. Exclusions is amended to include the following additional exclusions:

This insurance does not apply to:

a. **Intentional, Willful, or Deliberate Violations**

Any willful, intentional, or deliberate "violation(s)" by any insured.

b. **Criminal Acts**

Any "violation" which results in any criminal penalties under the HIPAA.

c. **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

d. **Compliance Reviews or Audits**

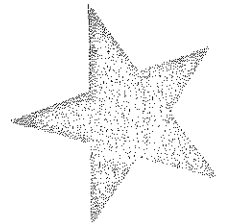
Any compliance reviews by the Department of Health and Human Services.

3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."

b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.

c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.





**G. Medical Payments -- Limit Increased to \$20,000, Extended Reporting Period**

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:
  - a. \$20,000; or
  - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
2. **SECTION I -- COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 1. Insuring Agreement, a. (3) (b)** is deleted in its entirety and replaced by the following:
  - (b) The expenses are incurred and reported to us within three years of the date of the accident. However, no claim will be denied based upon the insured's failure to provide notice within such specified time, unless this failure operates to prejudice our rights.

**H. Athletic Activities**

**SECTION I -- COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 2. Exclusions, Paragraph e. Athletic Activities** is deleted in its entirety and replaced with the following:

**e. Athletic Activities**

To a person injured while taking part in athletics.

**I. Supplementary Payments**

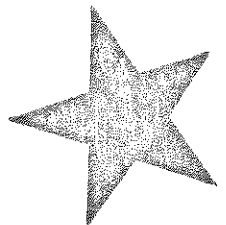
**SECTION I -- COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B** are amended as follows:

1. b. is deleted in its entirety and replaced by the following:
  1. b. Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.
- 1.d. is deleted in its entirety and replaced by the following:
  1. d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

**J. Employee Indemnification Defense Coverage**

**SECTION I -- COVERAGES, SUPPLEMENTARY PAYMENTS -- COVERAGES A AND B** the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.





The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits."

**K. Key and Lock Replacement – Janitorial Services Client Coverage**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:**

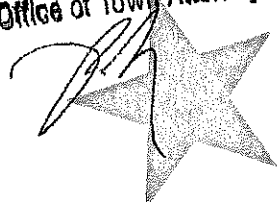
We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

- a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
- b. "Employee" means:
  - (1) Any natural person:
    - (a) While in your service or for 30 days after termination of service;
    - (b) Who you compensate directly by salary, wages or commissions; and
    - (c) Who you have the right to direct and control while performing services for you; or
  - (2) Any natural person who is furnished temporarily to you:
    - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
    - (b) To meet seasonal or short-term workload conditions;
 while that person is subject to your direction and control and performing services for you.
  - (3) "Employee" does not mean:
    - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
    - (b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
- c. "Manager" means a person serving in a directorial capacity for a limited liability company.

**L. Additional Insureds**





**SECTION II – WHO IS AN INSURED** is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph 3.a. is deleted in its entirety and replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

2. Each of the following is also an insured:

- a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.

- b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to a co-"employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

- d. **Funding Source** – Any person or organization with respect to their liability arising out of:

- (1) Their financial control of you; or

- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

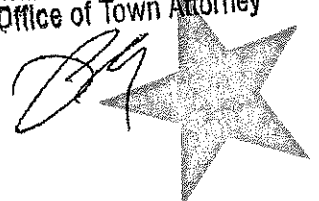
- e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.

- f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

- (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.





- g. Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:

- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:

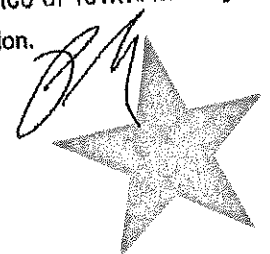
- (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
- (b) The construction, erection, or removal of elevators; or
- (c) The ownership, maintenance, or use of any elevators covered by this insurance.

- i. Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- (1) The insurance afforded the vendor does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

Reviewed By  
Office of Town Attorney



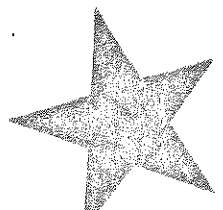


- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
  - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- l. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - (1) Your acts or omissions; or
  - (2) The acts or omissions of those acting on your behalf;in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

  - (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or





- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

m. **State or Political Subdivisions** – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
  - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

**M. Duties in the Event of Occurrence, Claim or Suit**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

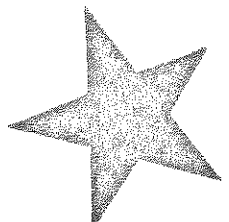
This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

**N. Unintentional Failure To Disclose Hazards**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.





**O. Transfer of Rights of Recovery Against Others To Us**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of Recovery Against Others To Us** is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

**P. Liberalization**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

**Q. Bodily Injury – Mental Anguish**

**SECTION V – DEFINITIONS, Paragraph 3.** Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

**R. Personal and Advertising Injury – Abuse of Process, Discrimination**

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

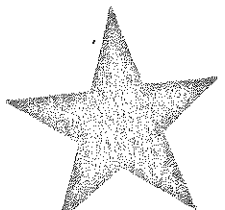
1. **SECTION V – DEFINITIONS, Paragraph 14.b.** is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS, Paragraph 14.** is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

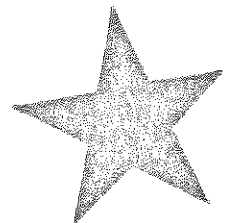
- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
  - (1) Any insured; or
  - (2) Any executive officer, director, stockholder, partner or member of the insured;





- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;
- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.





Meeting of May 10, 2022

Resolution No 325-2022

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated April 18, 2022, advised that the City of Glen Cove ("City") has requested to enter into an Inter-Municipal Agreement ("IMA"), with the Town to enable residents of the City to access the Town of Oyster Bay boat ramp at Tappen Beach and to permit parking at Tappen Beach by City residents wishing to use the boat ramp, during the annual festival of the Greek Orthodox Church of the Holy Resurrection, to be held at Garvies Point, Glen Cove, from June 16, 2022 through June 19, 2022, making access to the boat ramp of Glen Cove difficult; and

WHEREAS, Commissioner Pinto, by said memorandum, requested and recommended that the Town Board authorize the execution of an IMA permitting City residents to access the Town of Oyster Bay boat ramp at Tappen Beach and to permit parking at Tappen Beach of City residents wishing to use the boat ramp from June 16, 2022 through June 19, 2022, with said agreement providing that City residents accessing the boat ramp during the aforesaid period would be charged a daily fee of \$25.00 for use of the boat ramp at Tappen Beach and \$20.00 for parking,

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation as hereinabove set forth are hereby accepted, and the Supervisor or his designee is hereby authorized to enter into the annexed Inter-Municipal Agreement with the City of Glen Cove, enabling residents of the City to access the Town of Oyster Bay boat ramp at Tappen Beach and to permit parking at Tappen Beach by City residents wishing to use the boat ramp subject to the terms and conditions of the annexed agreement for the period of June 16, 2022 through June 19, 2022.

-#-

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

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

Reviewed By  
Office of Town Attorney



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

April 21, 2022

TO: MEMORANDUM DOCKET

FROM: JOSEPH G. PINTO, COMMISSIONER  
DEPARTMENT OF PARKS

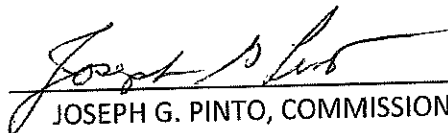
SUBJECT: INTER-MUNICIPAL AGREEMENT WITH THE CITY OF GLEN COVE

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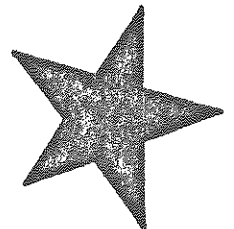
Please see the attached letter dated, April 18, 2022 from the Deputy Mayor of the City of Glen Cove, Donna M. McNaughton. The Deputy Mayor's request is for a proposed inter-municipal agreement to enable residents of Glen Cove to have access to the Harry Tappen Beach boat ramp from June 16, 2022 through June 19, 2022.

Under the proposed inter-municipal agreement, Glen Cove residents will have use of the Harry Tappen Beach boat ramp/launch from June 16, 2022 through June 19, 2022 for a daily fee of \$45.00 (\$25.00 for launch + \$20.00 for parking).

The Parks Department respectfully requests and recommends Town Board authorize the Supervisor, or his designee, to execute an Inter-Municipal Agreement with the City of Glen Cove.

  
JOSEPH G. PINTO, COMMISSIONER  
DEPARTMENT OF PARKS

JGP/km  
Att.





Pamela D. Panzenbeck  
Mayor



Phone: (516) 676-2000  
Fax: (516) 676-0108  
www.glencoveny.gov

## CITY OF GLEN COVE

City Hall  
9 Glen Street  
Glen Cove, NY 11542-4106

April 18, 2022

Town of Oyster Bay  
Office of the Supervisor  
54 Audrey Avenue  
Oyster Bay, New York 11771

Attention: Mr. Kevin DeLury

Dear Kevin:

It was a pleasure meeting with you, George and Kim on April 14<sup>th</sup> to discuss the Shell Recycling Program.

The congregation of the Greek Orthodox Church of the Holy Resurrection will be holding their annual festival this year at Garvies Point in Glen Cove from June 16 through June 19. During this period it may be difficult for Glen Cove residents to launch their boats and park their trailers at the Glen Cove boat ramp.

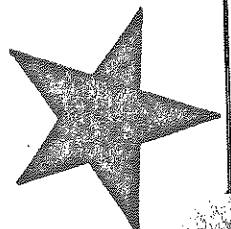
Accordingly, we are requesting the Town of Oyster Bay's permission to allow Glen Cove residents to launch their boats and park their boat trailers at the Tappen Beach, Sea Cliff boat ramp.

Your courtesy with regard to this matter will be appreciated.

Very truly yours,

A handwritten signature in cursive script that reads "Donna M. McNaughton".

Donna M. McNaughton  
Deputy Mayor





## **INTERMUNICIPAL AGREEMENT**

THIS INTERMUNICIPAL AGREEMENT, made and entered as of the date on which this Agreement is last executed by the parties hereto (the "Effective Date"), by and between TOWN OF OYSTER BAY (hereinafter "TOWN"), a municipal corporation having its principal office at 54 Audrey Avenue, Oyster Bay, New York 11771 and the CITY OF GLEN COVE (hereinafter "CITY" or "CITY of GLEN COVE"), a municipal corporation, having its principal office at 9 Glen Street, Glen Cove, New York 11542 (hereinafter "GLEN COVE") concerning the use of the TOWN boat ramp and the parking of boat trailers at Harry Tappen Beach ("Tappen Beach"), Glenwood Landing, by CITY residents from June 16, 2022 through June 19, 2022; subject to certain provisions stated herein.

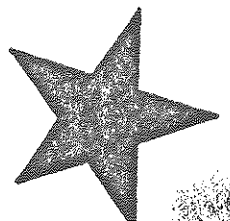
### **WITNESSETH:**

**WHEREAS**, the CITY OF GLEN COVE has requested that its residents be permitted to launch the boats and to park the boat trailers of CITY residents at Tappen Beach, Glenwood Landing, due to the annual festival of the Greek Orthodox Church of the Holy Resurrection, to be held at Garvies Point, Glen Cove, from June 16, 2022 through June 19, 2022, making it difficult for CITY residents to gain access to the Glen Cove boat ramp; and

**WHEREAS**, the TOWN desires to assist the CITY OF GLEN COVE in providing access to local waterways and reasonable recreational opportunities for small groups of its residents during the time of the event noted above, and

**WHEREAS**, the TOWN and THE CITY OF GLEN COVE wish to cooperate for the benefit of their residents;

**NOW, THEREFORE, IN CONSIDERATION** of the mutual covenants and agreements hereinafter set forth, the parties hereto do agree as follows:





**FIRST:** The TOWN shall provide access to its boat ramp at Tappen Beach, Glenwood Landing, and permit parking of boat trailers to CITY residents, for the period of June 16, 2022 through June 19, 2022 only.

**SECOND:** CITY residents shall pay a daily fee for use under the agreement of twenty-five dollars (\$25.00) for use of the boat ramp and, in addition, twenty dollars (\$20.00) for parking at Tappen Beach.

**THIRD:** This agreement shall terminate at 11:59 pm EDT on June 19, 2022, unless extended by mutual agreement between the parties.

**FOURTH:** Neither party hereto may assign its rights and/or obligations hereunder without the prior written consent of the other party, and any purported assignment without such consent shall be of no force and effect.

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

**SIXTH:** The CITY shall obtain insurance coverage in regard to the use pursuant to this Agreement, and provide Certificates of Insurance with respect to comprehensive general liability in amounts per occurrence of not less than \$1,000,000.00 and \$2,000,000 in the aggregate, with limits for property damage not less than \$500,000.00, and shall name the TOWN as an additional named insured. A copy of relevant endorsements are to be provided to the TOWN.

**SEVENTH:** The CITY, to the maximum extent permitted by law, shall indemnify and hold harmless the TOWN, its officials, employees and agents from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages, arising out of or in connection with the activities



pursuant to this Agreement.

**EIGHTH:** The execution of the Agreement is subject to authorization by the Town Board.

**IN WITNESS WHEREOF**, the parties hereto have caused their corporate seals to be hereunto affixed and this agreement shall be signed by the proper officials thereof pursuant to resolutions duly adopted by the respective Boards of said parties.

**TOWN OF OYSTER BAY**

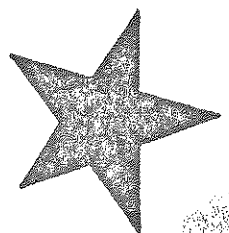
REVIEWED:

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

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

**CITY OF GLEN COVE**

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



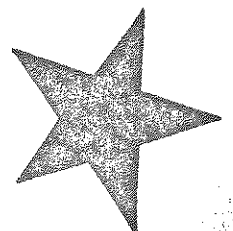


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NOTARY PUBLIC

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NOTARY PUBLIC





Meeting of May 10, 2022

Resolution No 326-2022

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated April 20, 2022, requested and recommended Town Board authorization to issue a refund of \$350.00 to Peter Cheung, 11 Fountain Lane, Jericho, NY 11753, from Account No. PKS A 0001 02001 510 0000, because of his child's inability to participate in the 2022 Town of Oyster Bay Spring Ice Hockey Program due to a scheduling conflict,

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation as hereinabove set forth are approved and accepted, and the Department of Parks is hereby authorized to issue a \$350.00 refund to Peter Cheung, 11 Fountain Lane, Jericho, NY 11753, from Account No. PKS A 0001 02001 510 0000, and payment of said refund is to be made by the Comptroller upon presentation of duly certified claims, after audit.

-#-

*Monica Wolfe*

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	Absent
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye



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

TO: MEMORANDUM DOCKET

FROM: Joseph G. Pinto, Commissioner of Parks

DATE: April 20, 2022

SUBJECT: PETER CHEUNG Refund - 2022 Town of Oyster Bay Spring Ice Hockey Program

The Department of Parks respectfully requests Town Board approval for a refund in the amount of Three Hundred Fifty Dollars and 00/100 Cents (\$350.00) to Peter Cheung for the payment he made for his son to participate in the 2022 Town of Oyster Bay Spring Ice Hockey program in which he could not participate due to a scheduling conflict. Attached you will find pertinent information related to this refund request.

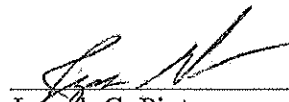
Please make the check payable to "Peter Cheung" and mail to the following:

Peter Cheung  
11 Fountain Lane  
Jericho, NY 11753

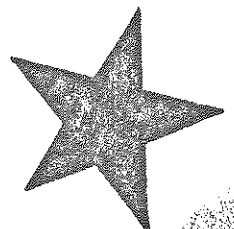
Kindly debit the following account: **PKS A 0001 02001 510 0000.**

It is the recommendation of the undersigned that this refund be approved.

Thank you,

  
\_\_\_\_\_  
Joseph G. Pinto  
COMMISSIONER OF PARKS

JGP/sc





## Sarah Cimino

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**From:** Joseph Pinto  
**Sent:** Wednesday, March 30, 2022 10:37 AM  
**To:** Sarah Cimino  
**Cc:** Gino Lunghi; Patricia Woodstock; Jonathan Wing  
**Subject:** RE: For Approval: Cheung Refund

approved

**From:** Patricia Woodstock <[pwoodstock@oysterbay-ny.gov](mailto:pwoodstock@oysterbay-ny.gov)>  
**Sent:** Monday, March 28, 2022 9:15 AM  
**To:** Joseph Pinto <[jpinto@oysterbay-ny.gov](mailto:jpinto@oysterbay-ny.gov)>  
**Cc:** Sarah Cimino <[scimino@oysterbay-ny.gov](mailto:scimino@oysterbay-ny.gov)>; Gino Lunghi <[glunghi@oysterbay-ny.gov](mailto:glunghi@oysterbay-ny.gov)>  
**Subject:** FW: TOB Spring Ice Hockey - 14U/16U House League Schedule

Please approve the refund for Winston Cheung.

**From:** Jonathan Wing <[jwing@oysterbay-ny.gov](mailto:jwing@oysterbay-ny.gov)>  
**Sent:** Saturday, March 26, 2022 8:52 AM  
**To:** [jxcheung@gmail.com](mailto:jxcheung@gmail.com)  
**Cc:** Bernard Deschamps <[BDeschamps@oysterbay-ny.gov](mailto:BDeschamps@oysterbay-ny.gov)>; [oldhckypro@aol.com](mailto:oldhckypro@aol.com); [LPKOFNOFO@OUTLOOK.COM](mailto:LPKOFNOFO@OUTLOOK.COM); Kathryn Griswold <[kathrynnggriswold@gmail.com](mailto:kathrynnggriswold@gmail.com)>; Patricia Woodstock <[pwoodstock@oysterbay-ny.gov](mailto:pwoodstock@oysterbay-ny.gov)>; Gino Lunghi <[glunghi@oysterbay-ny.gov](mailto:glunghi@oysterbay-ny.gov)>; Sarah Cimino <[scimino@oysterbay-ny.gov](mailto:scimino@oysterbay-ny.gov)>  
**Subject:** RE: TOB Spring Ice Hockey - 14U/16U House League Schedule

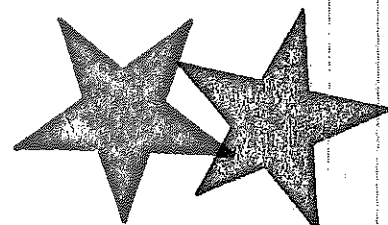
Good morning Mr. Cheung

Sorry to hear! I will send your request to our Acctg dept to see they can process your request.

Thanks!

**From:** [jxcheung@gmail.com](mailto:jxcheung@gmail.com) <[jxcheung@gmail.com](mailto:jxcheung@gmail.com)>  
**Sent:** Friday, March 25, 2022 8:30 PM  
**To:** Jonathan Wing <[jwing@oysterbay-ny.gov](mailto:jwing@oysterbay-ny.gov)>  
**Subject:** RE: TOB Spring Ice Hockey - 14U/16U House League Schedule

Hi Jonathan,  
My son, [REDACTED] seems to have conflicts with the schedule. Is it possible to withdraw and get a refund?  
Thanks,  
Peter





# ACTIVITY SALES RECEIPT



Receipt # 228171  
Payment Date: 03/01/2022  
Household: 19627

PETER CHEUNG  
11 FOUNTAIN LN  
JERICHO NY 11753  
*jxcheung@gmail.com*

Town of Oyster Bay Parks  
977 Hicksville Road  
Massapequa NY 11758  
Phone: (516)797-4128  
<https://oysterbaytown.com>

## Activity Enrollment Details: ICEHOCKEYPROGRAM-SPRING22-14U (Ice Hockey Program Spring 14U (Born prior to 2008))

	<u>New Fees</u>	<u>Total Fees</u>	<u>New Paid</u>	<u>Total Paid</u>	<u>Amount Due</u>
Enrollee Name: [REDACTED]	350.00	350.00	350.00	350.00	0.00
Enrollment Date: 03/01/2022					
Enrollment Status: Enrolled					

Meeting Details: This Class meets from 04/02/2022 to 06/01/2022 at 7:30 pm to 8:30 pm on W  
Class Location: Town of Oyster Bay Ice Skating Center at Bethpage Community Park

Special Questions: I confirm I am NOT registering my child for the position of GOALIE. If registering your child as a GOALIE, you must return to the main Registration page and select 'Ice Hockey Program Spring 14U GOALIES'. Not registering as a Goalle  
Jersey Size: Adult Medium  
USA Hockey Membership No. (optional):  
Parent interested in being a bench manager for house league? No  
Requests:

Processed on 03/01/22 @ 8:16 pm by WWW

Total New Fees

350.00

Total Due

350.00

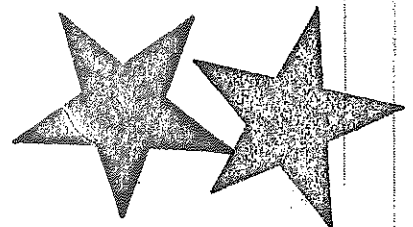
Total Fees Paid

350.00

Total Paid

350.00

Payment of: 350.00 Made By: VISA/MC Auth: 08947G Card#: xxxxxxxxxx7907 With Reference:





*Domenica Walte*

Reviewed By  
Office of Town Attorney  
*John Henderson*

Meeting of May 10, 2022

Resolution No 327-2022

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated April 20, 2022, requested and recommended Town Board authorization to issue a refund in the amount of a \$450.00 to John Henderson, 548 Wateredge Avenue, Baldwin, New York 11510, from Account No. PKS A 0001 02001 510 0000, because he chose to withdraw his child from the 2022 Town of Oyster Bay Spring Ice Hockey Program,

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation as hereinabove set forth are approved and accepted, and the Department of Parks is hereby authorized to issue a \$450.00 refund to John Henderson, 548 Wateredge Avenue, Baldwin, NY 11510, from Account No. PKS A 0001 02001 510 0000, and payment of said refund is to be made by the Comptroller upon presentation of duly certified claims, after audit.

-#-

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

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



# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

327

TO: MEMORANDUM DOCKET  
FROM: Joseph G. Pinto, Commissioner of Parks  
DATE: April 20, 2022

SUBJECT: JOHN HENDERSON Refund - 2022 Town of Oyster Bay Spring Ice Hockey Program

The Department of Parks respectfully requests Town Board approval for a refund in the amount of Four Hundred Fifty Dollars and 00/100 Cents (\$450.00), the non-resident fee for the Town of Oyster Bay's Spring Ice Hockey program, to John Henderson of Baldwin, New York, for the payment he made for his son to participate in said program. Following a program modification that merged the 14U and 16U teams together, Mr. Henderson unfortunately had to withdraw his 13-year old son since he did not feel comfortable skating with the older aged players. Attached you will find pertinent information related to this refund request.

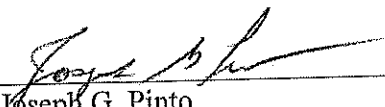
Please make the check payable to "John Henderson" and mail to the following:

John Henderson  
548 Wateredge Avenue  
Baldwin, NY 11510

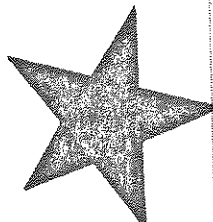
Kindly debit the following account: **PKS A 0001 02001 510 0000.**

It is the recommendation of the undersigned that this refund be approved.

Thank you,

  
\_\_\_\_\_  
Joseph G. Pinto  
COMMISSIONER OF PARKS

JGP/sc





**Sarah Cimino**

---

**From:** Joseph Pinto  
**Sent:** Monday, April 4, 2022 8:24 AM  
**To:** Patricia Woodstock; Sarah Cimino  
**Cc:** Gino Lunghi; Jonathan Wing  
**Subject:** RE: Following up: (HENDERSON) refund

approved

**From:** Patricia Woodstock <[pwoodstock@oysterbay-ny.gov](mailto:pwoodstock@oysterbay-ny.gov)>  
**Sent:** Monday, March 28, 2022 9:23 AM  
**To:** Joseph Pinto <[jpinto@oysterbay-ny.gov](mailto:jpinto@oysterbay-ny.gov)>  
**Cc:** Sarah Cimino <[scimino@oysterbay-ny.gov](mailto:scimino@oysterbay-ny.gov)>; Gino Lunghi <[glunghi@oysterbay-ny.gov](mailto:glunghi@oysterbay-ny.gov)>; Jonathan Wing <[jwing@oysterbay-ny.gov](mailto:jwing@oysterbay-ny.gov)>  
**Subject:** FW: TOB Spring Ice Hockey - 14U/16U House League Schedule

Please approve Henderson refund.

**From:** Jonathan Wing <[jwing@oysterbay-ny.gov](mailto:jwing@oysterbay-ny.gov)>  
**Sent:** Saturday, March 26, 2022 8:53 AM  
**To:** John Henderson <[henderson699@gmail.com](mailto:henderson699@gmail.com)>  
**Cc:** oldhckyp@[aol.com](mailto:oldhckyp@aol.com); LPKOFNOFO@[OUTLOOK.COM](mailto:OUTLOOK.COM); Kathryn Griswold <[kathrynmgriswold@gmail.com](mailto:kathrynmgriswold@gmail.com)>; Patricia Woodstock <[pwoodstock@oysterbay-ny.gov](mailto:pwoodstock@oysterbay-ny.gov)>; Gino Lunghi <[glunghi@oysterbay-ny.gov](mailto:glunghi@oysterbay-ny.gov)>; Sarah Cimino <[scimino@oysterbay-ny.gov](mailto:scimino@oysterbay-ny.gov)>  
**Subject:** RE: TOB Spring Ice Hockey - 14U/16U House League Schedule

Good morning Mr. Henderson

Sorry to hear! I will send your request to our Acctg dept to see they can process your request.

Thanks!

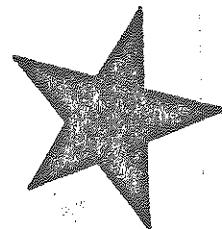
**From:** John Henderson <[henderson699@gmail.com](mailto:henderson699@gmail.com)>  
**Sent:** Friday, March 25, 2022 8:34 PM  
**To:** Jonathan Wing <[jwing@oysterbay-ny.gov](mailto:jwing@oysterbay-ny.gov)>  
**Subject:** Re: TOB Spring Ice Hockey - 14U/16U House League Schedule

Hi. My son [REDACTED] He is adamant he won't play 16U. (We've been down this road before - he has very fragile confidence and skates very slowly).

May I please have a refund? I am so sorry we were really looking forward to the season as your league has a truly excellent reputation.

Best, John

On Fri, Mar 25, 2022 at 1:01 PM Jonathan Wing <[jwing@oysterbay-ny.gov](mailto:jwing@oysterbay-ny.gov)> wrote:





Good afternoon TOB 14U/16U Parents,

Thank you for your patience, due to the high demand for our Spring House League, we had to do some schedule modifications (*merged 14U and 16U due to insufficient registration for both divisions*) that caused a delay in emailing parents our Spring schedules.

Our Spring Ice Hockey program is about to commence April 6<sup>TH</sup>, see attached **Spring 14U/16U schedule & Game Format**. For those new to our program, we requires **all** our skater to wear **FULL** ice hockey gear (*Attached is the list of our required equipment*) and we send emails to our TOB parents before each session as a reminder for your child's scheduled session/game.

**In preparation for our house league**, we have scheduled evaluations/clinics so we can try to create **balanced teams** for our Spring season. It is important you child attends these session (*To adequate evaluate skaters we split the sessions by last name alphabetically*). If you haven't done so already, if you wish to be assigned to teams with other skaters (**Siblings in same division will be placed on same team and Max request is 2 players**) please email us so our Head Coaches can try to accommodate when team assignments are done. Also we are still looking for a goalie in our 14U/16U division, please let us know if you know a child is interested.

Finally if you would like an additional email address added please let us know.

*Any questions please contact Buzz Deschamps @ 516-433-7465 ext.8233.*

**CALL OUR TOB HOCKEY HOTLINE FOR UPDATES - 516-797-4575**

*Thank you!*



# ACTIVITY SALES RECEIPT



Receipt # 228302  
Payment Date: 03/02/2022  
Household: 19402

JOHN HENDERSON  
548 WATEREDGE AVENUE  
BALDWIN NY 11510

*hendersonj699@gmail.com*

Town of Oyster Bay Parks  
977 Hicksville Road  
Massapequa NY 11758  
Phone: (516)797-4128  
<https://oysterbaytown.com>

## Activity Enrollment Details: ICEHOCKEYPROGRAM-SPRING22-14U (Ice Hockey Program Spring 14U (Born prior to 2008))

	<u>New Fees</u>	<u>Total Fees</u>	<u>New Paid</u>	<u>Total Paid</u>	<u>Amount Due</u>
Enrollee Name: John Henderson	450.00	450.00	450.00	450.00	0.00
Enrollment Date: 03/02/2022					
Enrollment Status: Enrolled					

Meeting Details: This Class meets from 04/02/2022 to 06/01/2022 at 7:30 pm to 8:30 pm on W  
Class Location: Town of Oyster Bay Ice Skating Center at Bethpage Community Park

Special Questions: I confirm I am NOT registering my child for the position of GOALIE. If registering your child as a GOALIE, you must return to the main Registration page and select 'Ice Hockey Program Spring 14U GOALIES'.  
registering as a Goalie  
Jersey Size: Adult Large  
USA Hockey Membership No. (optional):  
Parent interested in being a bench manager for house league? No  
Requests:

Processed on 03/02/22 @ 10:57 am by WWW

Total New Fees

450.00

Total Due

450.00

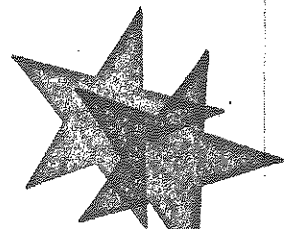
Total Fees Paid

450.00

Total Paid

450.00

Payment of: 450.00 Made By: VISA/MC Auth: 00209R Card#: xxxxxxxxxxxx2943 With Reference:





*Ronniea Wolfe*

Reviewed By  
Office of Town Attorney

*Thomas H. Johnson*

Meeting of May 10, 2022

Resolution No 328-2022

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated April 21, 2022, requested and recommended Town Board authorization to issue a refund in the amount of \$350.00 to Dave Spano, 558 Roosevelt Avenue, Massapequa Park, NY 11762, from Account No. PKS A 0001 02001 510 0000, because of his child's inability to participate in the 2022 Town of Oyster Bay Spring Ice Hockey Program,

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation as hereinabove set forth are approved and accepted, and the Department of Parks is hereby authorized to issue a \$350.00 refund to Dave Spano, 558 Roosevelt Avenue, Massapequa Park, NY 11762, from Account No. PKS A 0001 02001 510 0000, and payment of said refund is to be made by the Comptroller upon presentation of duly certified claims, after audit.

-#-

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

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



328

# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

TO: MEMORANDUM DOCKET

FROM: Joseph G. Pinto, Commissioner of Parks

DATE: April 21, 2022

SUBJECT: DAVE SPANO Refund - 2022 Town of Oyster Bay Spring Ice Hockey Program

The Department of Parks respectfully requests Town Board approval for a refund in the amount of Three Hundred Fifty Dollars and 00/100 Cents (\$350.00) to Dave Spano for the payment he made for his son to participate in the 2022 Town of Oyster Bay Spring Ice Hockey program in which he could no longer participate. Attached you will find pertinent information related to this refund request.

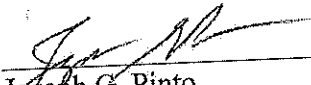
Please make the check payable to "Dave Spano" and mail to the following:

Dave Spano  
558 Roosevelt Avenue  
Massapequa Park, NY 11762

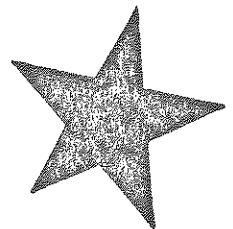
Kindly debit the following account: **PKS A 0001 02001 510 0000.**

It is the recommendation of the undersigned that this refund be approved.

Thank you,

  
\_\_\_\_\_  
Joseph G. Pinto  
COMMISSIONER OF PARKS

JGP/sc





**Sarah Cimino**

---

**From:** Joseph Pinto  
**Sent:** Friday, April 8, 2022 11:53 AM  
**To:** Patricia Woodstock; Jonathan Wing; Sarah Cimino  
**Cc:** Gino Lunghi  
**Subject:** RE: Spano Hockey Refund

approved

**From:** Patricia Woodstock <[pwoodstock@oysterbay-nv.gov](mailto:pwoodstock@oysterbay-nv.gov)>  
**Sent:** Friday, April 8, 2022 10:12 AM  
**To:** Jonathan Wing <[jwing@oysterbay-nv.gov](mailto:jwing@oysterbay-nv.gov)>; Sarah Cimino <[scimino@oysterbay-nv.gov](mailto:scimino@oysterbay-nv.gov)>  
**Cc:** Gino Lunghi <[glunghi@oysterbay-nv.gov](mailto:glunghi@oysterbay-nv.gov)>; Joseph Pinto <[jpinto@oysterbay-nv.gov](mailto:jpinto@oysterbay-nv.gov)>  
**Subject:** RE: Spano Hockey Refund

Please approve. Since Luca signed up for a house league and their additional child was a clinic, no discount is given. Please refund \$350 to Spano family.  
Trish

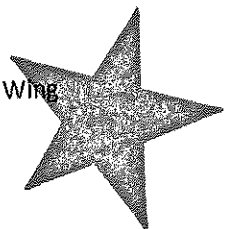
**From:** Jonathan Wing <[jwing@oysterbay-nv.gov](mailto:jwing@oysterbay-nv.gov)>  
**Sent:** Friday, April 8, 2022 10:07 AM  
**To:** Sarah Cimino <[scimino@oysterbay-nv.gov](mailto:scimino@oysterbay-nv.gov)>; Patricia Woodstock <[pwoodstock@oysterbay-nv.gov](mailto:pwoodstock@oysterbay-nv.gov)>  
**Cc:** Gino Lunghi <[glunghi@oysterbay-nv.gov](mailto:glunghi@oysterbay-nv.gov)>; Joseph Pinto <[jpinto@oysterbay-nv.gov](mailto:jpinto@oysterbay-nv.gov)>  
**Subject:** RE: Spano Hockey Refund

Good morning Sarah & Trish  
Being that registration is done Online now – I do not have specific payment information any longer. I do see [REDACTED]  
is in 14u/16u House League. However the parents registered their other children up for other ice hockey program (clinic/house league).  
Trish can you review if Spanos should be refunded \$350 or a discounted amount.  
Thanks!

**From:** Sarah Cimino <[scimino@oysterbay-nv.gov](mailto:scimino@oysterbay-nv.gov)>  
**Sent:** Thursday, April 7, 2022 3:31 PM  
**To:** Patricia Woodstock <[pwoodstock@oysterbay-nv.gov](mailto:pwoodstock@oysterbay-nv.gov)>; Jonathan Wing <[jwing@oysterbay-nv.gov](mailto:jwing@oysterbay-nv.gov)>  
**Cc:** Gino Lunghi <[glunghi@oysterbay-nv.gov](mailto:glunghi@oysterbay-nv.gov)>; Joseph Pinto <[jpinto@oysterbay-nv.gov](mailto:jpinto@oysterbay-nv.gov)>  
**Subject:** RE: Spano Hockey Refund

Please specify the amount to be refunded and re-submit for the Commissioner's approval including that amount.  
Thank you,  
Sarah

**From:** Patricia Woodstock <[pwoodstock@oysterbay-nv.gov](mailto:pwoodstock@oysterbay-nv.gov)>  
**Sent:** Saturday, April 2, 2022 12:27 AM  
**To:** Joseph Pinto <[jpinto@oysterbay-nv.gov](mailto:jpinto@oysterbay-nv.gov)>  
**Cc:** Sarah Cimino <[scimino@oysterbay-nv.gov](mailto:scimino@oysterbay-nv.gov)>; Gino Lunghi <[glunghi@oysterbay-nv.gov](mailto:glunghi@oysterbay-nv.gov)>; Jonathan Wing <[jwing@oysterbay-nv.gov](mailto:jwing@oysterbay-nv.gov)>  
**Subject:** Spano Hockey Refund





Please approve. See below.  
Thank you.  
Trish

From: Jonathan Wing  
Sent: Wednesday, March 30, 2022 9:57 AM  
To: Jennifer Spano <jaraoz10@yahoo.com>; Patricia Woodstock <pwoodstock@oysterbay-ny.gov>; Sarah Cimino <scimino@oysterbay-ny.gov>; Gino Lunghi <glunghi@oysterbay-ny.gov>  
Cc: Dave Spano <dspano56@yahoo.com>; oldhckypro@aol.com; LPKOFNOFO@OUTLOOK.COM; Kathryn Griswold <kathrynmgriswold@gmail.com>  
Subject: RE: TOB Hockey Program - Family Skate Night - Monday March 28 @7:30pm

Good morning Mrs. Spano  
I have sent your request for a refund to our main TOB office to process your request.  
Thank you for your email.

From: Jennifer Spano <jaraoz10@yahoo.com>  
Sent: Tuesday, March 29, 2022 3:24 PM  
To: Jonathan Wing <jwing@oysterbay-ny.gov>  
Cc: Dave Spano <dspano56@yahoo.com>  
Subject: Re: TOB Hockey Program - Family Skate Night - Monday March 28 @7:30pm

Hi Jonathan,

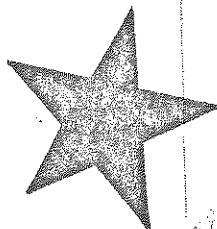
We signed up my son, [REDACTED] for the Spring program but he is unable to play this season. As a courtesy, I am requesting a refund in the full amount. Please call me at +15164565236 to discuss further. Thank you so much,  
Jennifer and David Spano

On Saturday, March 26, 2022, 11:50 AM, Jonathan Wing <jwing@oysterbay-ny.gov> wrote:

Good morning TOB Hockey Parents!

Here is your reminder for Monday's Family Skate Night. We hope that you and your family will be able to attend this special evening.

Thanks!





**ACTIVITY SALES RECEIPT**

Town of Oyster Bay Parks

Clerk: pwoodstock

Date: 03/07/2022 @ 7:22pm

H/H: Dave Spano

H/H #: 19664

F/M: [REDACTED]

Description	Ext Price
Activity Enrollment Details	150.00
Class: ICEHOCKEYCLINIC-SPRING-16U18U-A	
Ice Hockey Spring Clinic 16U/18U	
Status: Enrolled	
Class Dates: 04/02/2022 - 06/30/2022	
Class Times: 8:45pm - 9:45pm	
Meeting Days: M	

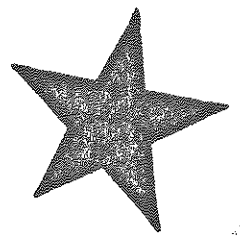
Class Location:  
Bethpage Ice Rink

F/M: [REDACTED]

Description	Ext Price
Activity Enrollment Details	350.00
Class: ICEHOCKEYPROGRAM-SPRING22-16U	
Ice Hockey Program Spring 16U (	
Status: Enrolled	
Class Dates: 04/02/2022 - 06/01/2022	
Class Times: 8:45pm - 9:45pm	
Meeting Days: W	

Class Location:  
Town of Oyster Bay Ice Skating Center at Beth

Total New Fees	500.00
Discount Applied	0.00
<b>Total Due</b>	<b>500.00</b>
 Total Fees Paid	 500.00
<b>Total Paid</b>	<b>500.00</b>

Payment of: 500.00 Made By: VISA/MC Auth:  
04698G Card#: xxxxxxxxxxxx9334**Receipt # 229527**



Meeting of May 10, 2022

Resolution No 329-2022

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated April 22, 2022, requested Town Board authorization to issue a refund in the amount of \$3,000.00 to Christopher W. Welch, to reimburse him for the payment he made for the rental of lights from the Town of Oyster Bay for the period of March 22, 2022 through May 4, 2022 to be used by Metropolitan Oval Academy for their event at the Long Island University-Post Campus, which was cancelled prior to delivery of the equipment as the lights were not permitted at the facility,

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 \$3,000.00 to Christopher W. Welch; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. PKS A 0001 02414 000 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.

-#-

*Domenica Walke*

Reviewed By  
Office of Town Attorney  
*Thomas H. Halden*

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

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



# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

TO: MEMORANDUM DOCKET  
FROM: Joseph G. Pinto, Commissioner of Parks  
DATE: April 22, 2022

SUBJECT: Christopher Welch/Metropolitan Oval Academy – Equipment Rental Refund  
The Department of Parks respectfully requests Town Board approval for a refund in the amount of Three Thousand Dollars and 00/100 Cents (\$3,000.00) to Christopher Welch who remitted a payment for the rental of lights from the Town of Oyster Bay from the period of March 22, 2022 through May 4, 2022 to be used by the Metropolitan Oval Academy for their event at the Long Island University - Post Campus. The Town of Oyster Bay Permits Office was contacted by Bill Groel of the Metropolitan Oval Academy prior to the delivery of the equipment informing us that, unbeknownst to them, outside portable lights were not permitted at the facility they were using. Attached you will find pertinent information related to this refund request.

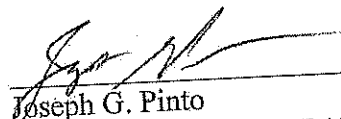
Please make the check payable to "Christopher W. Welch" and mail to the following:

Metropolitan Oval Academy  
Attn: Bill Groel  
238 Berkeley Place  
Brooklyn, New York 11217-3802

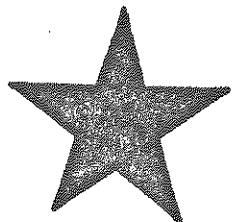
Kindly debit the following account: **PKS A 0001 02414 000 0000.**

It is the recommendation of the undersigned that this refund be approved.

Thank you,

  
\_\_\_\_\_  
Joseph G. Pinto  
COMMISSIONER OF PARKS

JGP/sc







Town of Oyster Bay - Department of Parks  
977 Hicksville Rd  
Massapequa NY 11758  
(516) 797-4125

# INVOICE

DATE: March 15, 2022

## MAIL TO

Bill Groel/Jeff Bolivar  
Metropolitan Oval Foundation  
238 Berkely Place  
Brooklyn, N.Y. 11217

**PAID**

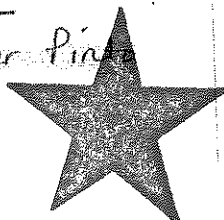
DESCRIPTION		AMOUNT
Met-Oval Academy Spring Training	March 22 <sup>nd</sup> to May 4 <sup>th</sup> 2022 Tuesday & Wednesday each week	
Portable Light Fee - 4 Lights x \$50.00 (14 days in use)		\$2800.00
One Time set up/delivery Fee \$50.00 x 4 Lights		\$200.00
<b>TOTAL DUE</b>		<b>\$3000.00</b>

## COMMENTS

Payment make to Town of Oyster Bay  
Permit will be issued once payment is received

Please 'OK' Refund  
amount of  
\$ 3,000.00

*[Signature]*  
Commissioner Pin





**Sarah Cimino**

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**From:** Cathy McWilliams  
**Sent:** Monday, April 11, 2022 3:00 PM  
**To:** Gino Lunghi; Sarah Cimino  
**Subject:** FW: Portable Light Invoice

**From:** Joseph Pinto <[jpinto@oysterbay-ny.gov](mailto:jpinto@oysterbay-ny.gov)>  
**Sent:** Monday, April 11, 2022 2:50 PM  
**To:** Cathy McWilliams <[cmcwilliams@oysterbay-ny.gov](mailto:cmcwilliams@oysterbay-ny.gov)>  
**Cc:** Patricia Woodstock <[pwoodstock@oysterbay-ny.gov](mailto:pwoodstock@oysterbay-ny.gov)>  
**Subject:** RE: Portable Light Invoice  
approved

**From:** Cathy McWilliams <[cmcwilliams@oysterbay-ny.gov](mailto:cmcwilliams@oysterbay-ny.gov)>  
**Sent:** Monday, April 11, 2022 1:39 PM  
**To:** Joseph Pinto <[jpinto@oysterbay-ny.gov](mailto:jpinto@oysterbay-ny.gov)>  
**Cc:** Patricia Woodstock <[pwoodstock@oysterbay-ny.gov](mailto:pwoodstock@oysterbay-ny.gov)>  
**Subject:** FW: Portable Light Invoice

Hi Joe,

Please see attached e-mail that was sent to me for a refund.

Bill had spoken to Trish and advised her that they were not permitted to use the lights and to not cash the check. Maureen was not aware of the situation and while Trish was away, the check came in and Maureen sent it to accounting.

Cathy

**From:** William Groel <[bill.metoval@gmail.com](mailto:bill.metoval@gmail.com)>  
**Sent:** Tuesday, March 29, 2022 2:28 PM  
**To:** Cathy McWilliams <[cmcwilliams@oysterbay-ny.gov](mailto:cmcwilliams@oysterbay-ny.gov)>  
**Cc:** [jeffboliver.metoval@gmail.com](mailto:jeffboliver.metoval@gmail.com); Patricia Woodstock <[pwoodstock@oysterbay-ny.gov](mailto:pwoodstock@oysterbay-ny.gov)>  
**Subject:** Re: Portable Light Invoice

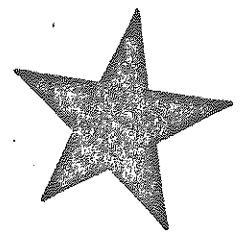
Hi Cathy,

Wasn't sure if you had returned from vacation yet and wanted to follow up with you. I had spoke with Trish while you were away. We heard back from LIU Post and was told the permit needed to go through the Village of Old Westbury. I had contacted them and was told we would not be permitted to use portable lights at this field. If there might be anything on your end you may be able to do we would appreciate it but understand it there isn't. The check was mailed out. We want to make sure it is not cashed if we aren't able to utilize the lights. Who would we contact to have the check destroyed?  
Thanks in advance, Bill

East Operations Manager,  
Metropolitan Oval Academy  
Bill Groel

On Mar 15, 2022, at 10:56 AM, Cathy McWilliams <[cmcwilliams@oysterbay-ny.gov](mailto:cmcwilliams@oysterbay-ny.gov)> wrote:

Here is the invoice for the lights requested for 3-22 thru 5-4-22.  
Cathy





Cathy McWilliams

From: William Groel <bill.metoal@gmail.com>  
Sent: Tuesday, March 29, 2022 2:28 PM  
To: Cathy McWilliams  
Cc: jeffboliver.metoal@gmail.com; Patricia Woodstock  
Subject: Re: Portable Light Invoice  
Attachments: 3-22 to 5-4-22 Met-Oval Academy Spring Training.docx

**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 Cathy,

Wasn't sure if you had returned from vacation yet and wanted to follow up with you. I had spoke with Trish while you were away. We heard back from LIU Post and was told the permit needed to go through the Village of Old Westbury. I had contacted them and was told we would not be permitted to use portable lights at this field. If there might be anything on your end you may be able to do we would appreciate it but understand it there isn't. The check was mailed out. We want to make sure it is not cashed if we aren't able to utilize the lights. Who would we contact to have the check destroyed?

Thanks in advance, Bill



East Operations Manager, Metropolitan Oval Academy  
Bill Groel

☎ 516-298-6170

🌐 <https://metropolitanoval.org/>

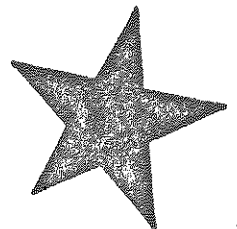
✉ [bill.metoal@gmail.com](mailto:bill.metoal@gmail.com)

On Mar 15, 2022, at 10:56 AM, Cathy McWilliams <cmcwilliams@oysterbay-ny.gov> wrote:

Here is the invoice for the lights requested for 3-22 thru 5-4-22.

Cathy

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





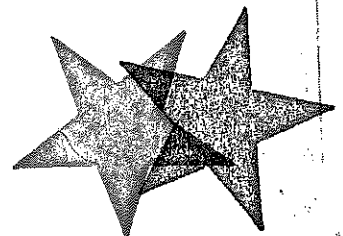


TOWN OF OYSTER BAY  
Department of Parks  
GENERAL RECEIPT

PKS221133  
05209

Name Bill Groel / Jeff Bolivar			Phone 248-6170	
Street 238 Ber.kely Place			Age	
Town Brooklyn, NY			Day March - May 2022	
Zip 11217			Hour	
Activity Portable Lights			Location	
Received By mw			Fee \$ 3,000.00	
Mo./ Day/ Year 4 / 8 / 2022			Cash <input type="checkbox"/>	
			Check <input checked="" type="checkbox"/>	

COPY DISTRIBUTION  
White - Office  
Canary - Accounting  
Pink - Program Head  
Gold - Registrant







Webster Bank

MASSAPEQUA

Teller 3073  
Seq 15

Calendar Date  
Business Date

Account Number

DDA Deposit

Cash Back

Available Balance

Contact Center  
855.782.7500  
websterbank.com

T111 8  
10:38 AM

04/08/22  
04/08/22

\*\*\*1532

\$3,000.00

\$0.00

Equipment

Rental

TOWN OF OYSTER BAY  
54 AUDREY AVENUE  
OYSTER BAY, NY 11771

STERLING  
NATIONAL BANK

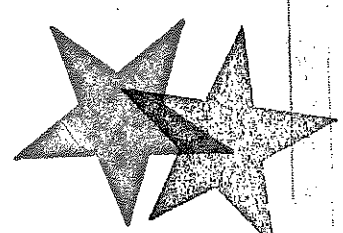
DEPOSIT TICKET  
FOR CLEAR COPY, PRESS FIRMLY

DATE April 8, 2022 PK5221133

	DOLLARS	CENTS
CURRENCY		
COINS		
CHECKS LIST EACH SEPARATELY		
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
TOTAL	3	00

PLEASE INSURE TOTAL HERE  
PLEASE BE SURE ALL ITEMS ARE PROPERLY ENDORSED

TOTAL  
ITEMS  
50-704/2215





**Sarah Cimino**

**From:** Cathy McWilliams  
**Sent:** Wednesday, April 20, 2022 11:20 AM  
**To:** Sarah Cimino  
**Subject:** FW: Cashed Check  
**Attachments:** Town of Oyster - Dept of Park - Light Rental - Check #140528376 - \$3000.00.pdf

Hi Sarah,  
Here is the print out of the cashed check front and back for lights that This group did not use due to they were not allowed to have our lights on the campus property.

Cathy

**From:** William Groel <bill.metoal@gmail.com>  
**Sent:** Wednesday, April 20, 2022 10:51 AM  
**To:** Cathy McWilliams <cmcwilliams@oysterbay-ny.gov>  
**Subject:** Cashed Check

**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 Cathy,  
Please find the cashed check below. Let me know if you need any additional information.  
Thanks, Bill

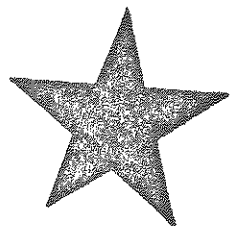


East Operations Manager , Metropolitan Oval Academy  
Bill Groel

☎ 516-298-6170

🌐 <https://metropolitanoval.org/>

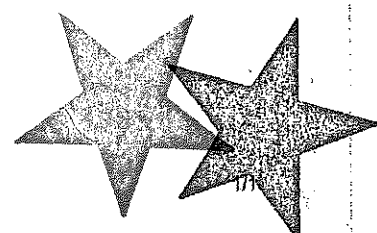
✉ [bill.metoal@gmail.com](mailto:bill.metoal@gmail.com)





4/20/22, 10:28 AM

THIS CHECK/PAPER CONTAINS A CHAIN WATERMARK AND GREEN BACKGROUND - DO NOT ACCEPT WITHOUT EITHER - HOLD TO LIGHT TO VIEW WATERMARK					
Customer Service Information PO BOX 741015 Salem, AR 72415-9015 1-800-374-9700	MERCHANT 00456282-11C	HOUSEHOLD ID 0112204608	REFERENCE NO. 0010887	CONTROL NO 070002910	DATE 09/20/2022
CUSTOMER ACCOUNT NUMBER/NOTE NONE NET OVAL - LIGHT RENTAL CHRISTOPHER W WELCH 230 BERKELEY PL BROOKLYN, NY 11217-3902	62-20 011		*****\$3,000.00		
PAY TO THE ORDER OF TOWN OF OYSTER BAY AMOUNT *** THREE THOUSAND AND 00/100 DOLLARS *** CITY BANK N.A. ONE PENNS WAY, NEW CASTLE, DE 19720			OFFICIAL CHECK DRAWER, CITY BANK, N.A. AUTHORIZED SIGNATURE		
491 4/8/2022 10:37:18 AM 3073 0015			PAYEE'S ENDORSEMENT PAY TO THE ORDER OF STERLING NATIONAL BANK FOR DEPOSIT ONLY TOWN OF OYSTER BAY 0041591532		
221970443 STERLING NATIONAL BANK 461 MASSAQUA 4/8/2022 10:38:34 AM 3073 0015 107626092881			PAYEE'S ENDORSEMENT		





TOWN OF OYSTER BAY  
977 HICKSVILLE RD  
MASSAPEQUA, NY 11758-1267

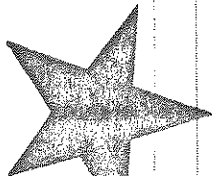
2065  
HSP 8

CHECK NUMBER: 140528376  
CHECK DATE: 03/20/2022  
CHECK AMOUNT: \$3,000.00

MERCHANT 00458232-HC	HOUSEHOLD ID. 0112204608	REFERENCE NO. 0010897	CONTROL NO. 079002910
REMITTED BY CHRISTOPHER W WELCH 238 BERKELEY PL BROOKLYN, NY 11217-3802	ACCOUNT NUMBER NONE	MEMO / NOTE MET OVAL - LIGHT RENTAL	

*(646) 417-1499*  
*RENT 1 OF LIGHTS*  
*SACR [3/22 → 5/4/22]*

THE CUSTOMER LISTED ABOVE IS REMITTING THE FOLLOWING PAYMENT THROUGH CITIBANK'S BILL PAYMENT SERVICE.  
AN OFFICIAL CHECK IS ATTACHED, PLEASE CREDIT THE ACCOUNT NUMBER LISTED ABOVE. FOR INFORMATION  
CONCERNING THIS PAYMENT, CALL 1 800 374 9700. THANK YOU.





Meeting of May 10, 2022

Resolution No 330-2022

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated April 22, 2022, requested Town Board authorization to issue a refund in the amount of \$607.50 to You Guo Zeng, 115 Birchwood Park Drive, Jericho, NY 11753, to reimburse him for the registration fee paid for his child to participate in the Town of Oyster Bay Summer Recreation Program at Syosset-Woodbury Community Park, as his child can no longer attend; and

WHEREAS, based on the Town of Oyster Bay refund policy, Mr. Zeng is entitled to receive a refund of the \$675.00 registration fee less the 10 percent administrative fee of \$67.50, thereby making his total refund \$607.50, .

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of Parks is hereby authorized and directed to issue a refund in the amount of \$607.50, to You Guo Zeng; 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.

-#-

*Rosemarie Waite*  
Reviewed By  
Office of Town Attorney  
*Tom K. Heller*

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

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



# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

330

TO: MEMORANDUM DOCKET

FROM: Joseph G. Pinto, Commissioner of Parks

DATE: April 22, 2022

SUBJECT: Youguo ZENG Refund – 2022 Town of Oyster Bay Summer Recreation Program

The Department of Parks respectfully requests Town Board approval for a refund to Youguo Zeng towards the payment he made to register his child, [REDACTED] for the upcoming Summer Recreation Program at Syosset-Woodbury Community Park. Due to an unexpected family trip out of the country, Qinya will not be able to attend the Summer Recreation Program as planned.

Based on the 2022 Town of Oyster Bay Summer Recreation refund policy, Mr. Zeng is eligible to receive the refund, minus a 10% administrative fee, as follows:

2022 Summer Recreation Fee	\$675.00
Less 10% Administrative Fee	\$ 67.50
<b>TOTAL REFUND</b>	<b>\$607.50 (Six Hundred Seven Dollars and 50/100)</b>

Please make the check payable to "Youguo Zeng" and mail to the following:

Youguo Zeng  
115 Birchwood Park Drive  
Jericho, New York 11753

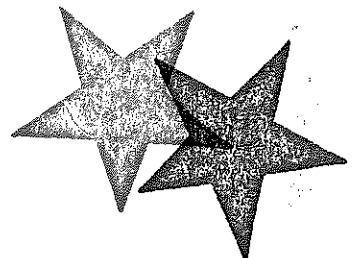
Kindly debit the following account: **PKS A 0001 02001 510 0000.**

Attached you will find pertinent information related to this refund request. It is the recommendation of the undersigned that this refund be approved.

Thank you,

  
\_\_\_\_\_  
Joseph G. Pinto  
COMMISSIONER OF PARKS

JGP/sc





## Sarah Cimino

---

**From:** Joseph Pinto  
**Sent:** Wednesday, April 13, 2022 10:28 AM  
**To:** Sarah Cimino; Jackie Devlin  
**Cc:** Gino Lunghi  
**Subject:** RE: For Approval: (ZENG) Refund Request (Summer Rec)

approved

**From:** Sarah Cimino <[scimino@oysterbay-ny.gov](mailto:scimino@oysterbay-ny.gov)>  
**Sent:** Wednesday, April 13, 2022 10:21 AM  
**To:** Jackie Devlin <[jdevlin@oysterbay-ny.gov](mailto:jdevlin@oysterbay-ny.gov)>; Joseph Pinto <[jpinto@oysterbay-ny.gov](mailto:jpinto@oysterbay-ny.gov)>  
**Cc:** Gino Lunghi <[glunghi@oysterbay-ny.gov](mailto:glunghi@oysterbay-ny.gov)>  
**Subject:** For Approval: (ZENG) Refund Request (Summer Rec)

Good morning,

I don't see an approval for this.

Just to confirm... the refund will be:

SUMMER CAMP REGISTRATION FEE:	\$675
Less 10% Administrative Fee:	\$67.50
<b>TOTAL REFUND:</b>	<b>\$607.50</b>

Please let me know if this is correct and approved. If so, Jackie... please remind those requesting refunds that their refund amount will be what they paid *minus the 10% administrative fee*.

Thanks,  
Sarah

**From:** Jackie Devlin <[jdevlin@oysterbay-ny.gov](mailto:jdevlin@oysterbay-ny.gov)>  
**Sent:** Monday, April 11, 2022 8:59 AM  
**To:** Joseph Pinto <[jpinto@oysterbay-ny.gov](mailto:jpinto@oysterbay-ny.gov)>  
**Cc:** Gino Lunghi <[glunghi@oysterbay-ny.gov](mailto:glunghi@oysterbay-ny.gov)>; Sarah Cimino <[scimino@oysterbay-ny.gov](mailto:scimino@oysterbay-ny.gov)>  
**Subject:** FW: Question about the summer program

Hello,

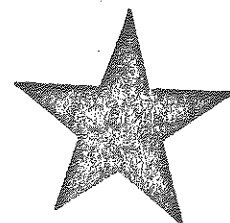
Please review the request for a refund for this year's Summer Recreation program. If approved, they paid by credit card.

Thanks

Jackie



*Jacqueline Devlin - Recreation Director*  
Department of Parks  
977 Hicksville Road  
Massapequa, NY 11758  
Office (516) 797-7945  
Fax (516) 797-7959  
[jdevlin@oysterbay-ny.gov](mailto:jdevlin@oysterbay-ny.gov)





From: youguo zeng <jimmyzeng9901@gmail.com>  
Sent: Monday, April 11, 2022 8:37 AM  
To: Jackie Devlin <jdevlin@oysterbay-ny.gov>  
Subject: Re: Question about the summer program

Hi Dear Joseph Pinto

Good morning!

I regret not being able to participate in this year's summer camp. We suddenly have an irresistible need to go back to China. I hope we can participate in next year's camp. Please help us refund. We pay by credit card. Thank you so much!

card number: 4246 XXX XXX 2135

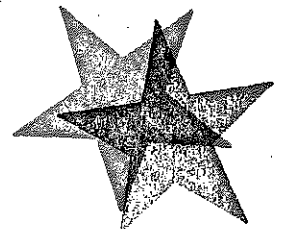
On Sat, Apr 2, 2022 at 6:48 PM youguo zeng <jimmyzeng9901@gmail.com> wrote:

Dear Jacqueline,

I'm Youguo Zeng, [REDACTED] father. We had signed up for the summer program at Syosset and paid \$675 for the full day program. However we have to go back to China this summer. And we will not be able to participate in this program. I wonder if we can quit and get a refund. Thank you very much!

Regards,

Jimmy





**ACTIVITY SALES RECEIPT**

Receipt # 236323  
Payment Date: 03/28/22  
Household: 21273

own of Oyster Bay Parks  
77 Hicksville Road  
Lassapequa NY 11758  
Phone: (516)797-4128  
www.oysterbaytown.com

You Guo Zeng  
115 BIRCHWOOD PARK DR  
JERICHO NY 11753  
jimmyzeng9901@gmail.com

"Zeng" is correct spelling

**Activity Enrollment Details: SUMMERRECREATION-2022-SYOSSET (Summer Recreation at Syosset-Woodbury)**

	<u>New Fees</u>	<u>Total Fees</u>	<u>New Paid</u>	<u>Total Paid</u>	<u>Amount Due</u>
Enrollee Name: [REDACTED]	675.00	675.00	675.00	675.00	0.00
Enrollment Date: 03/28/2022					
Enrollment Status: Enrolled					

Meeting Details: This Class meets from 07/05/2022 to 08/12/2022 at 9:00am to 3:30pm on M,Tu,W,Th,F  
Class Location: Syosset-Woodbury Community Park  
Special Comments: The Summer Recreation Program is permitted to operate by the Nassau County Department of Health, who is required to inspect our camp twice a year - the inspection reports are filed at 200 County Seat Drive, Mineola, NY 11501.

**RAIN POLICY:**

If raining prior to the start of camp day, camp will be cancelled for the AM session. Weather permitting, camp will resume for the afternoon pending notification by email, social media post, and text message if you've opted in via [www.oysterbaytown.com/parksportal](http://www.oysterbaytown.com/parksportal) with your email on file.

**REFUND POLICY:**

Refunds will be given at a 10% administrative fee up until Friday, July 15th, 2022.

**OPT-IN FOR TEXT ALERTS!**

Visit [oysterbaytown.com/parksportal](http://oysterbaytown.com/parksportal) and log in to your account to opt-in for text notifications.

Special Questions: Swim Test: Syosset-Woodbury: Tuesday June 14 5PM-8PM  
Please place my child with:

Processed on 03/28/22 @ 9:47pm by DBROOKS

Total New Fees	675.00
Discount Applied	0.00

<b>Total Due</b>	<b>675.00</b>
------------------	---------------

Total Fees Paid	675.00
-----------------	--------

<b>Total Paid</b>	<b>675.00</b>
-------------------	---------------

Payment of: 675.00 Made By: VISA/MC Auth: 01989G Card#: xxxxxxxxxxxx2135 With Reference:



4/13/22, 10:37 AM

Receipt R087104078452

## Town of Oyster Bay

977 HICKSVILLE ROAD  
MASSAPEQUA, NY 11758  
5166246447

3/28/22 9:47 PM

Ref #: R087104078452

Authorization Code: 01989G

**Total: \$675.00 USD**

Card Number: XXXXXXXXXXXX2135

Card Holder: ZENG/YOUGUO

Card Brand: VISA

AID: A0000000031010

IAD: 06021203A02002

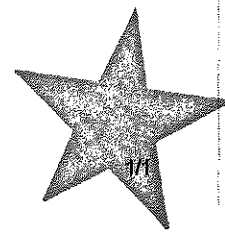
TVR: 0080008000

Application Preferred Name: CHASE VISA

Entry Method: Chip Read

Authorization Mode: Issuer

Question about this receipt? Call us at .





Meeting of May 10, 2022

Resolution No 331-2022

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated April 22, 2022, requested Town Board authorization to issue a refund in the amount of \$350.00 to Cara Ross, 244 Forest Drive, Jericho, NY 11753, to reimburse her for payment made on March 4, 2022 for ice rental at the Town of Oyster Bay Ice Skating Center for Tuesday, June 14, 2022 at 5:00 p.m. for her son's birthday party, which she has to cancel, and

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 \$350.00 to Cara Ross; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. PKS A 0001 02025 523 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.

-#-

*Danica Wolfe*

Reviewed By  
Cory J. Town Attorney

*Thom A. Hall*

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

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



331

# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

TO: MEMORANDUM DOCKET

FROM: Joseph G. Pinto, Commissioner of Parks

DATE: April 22, 2022

SUBJECT: CARA ROSS Refund – Town of Oyster Bay Ice Skating Center Ice Rental

The Department of Parks respectfully requests Town Board approval for a refund in the amount of Three Hundred Fifty Dollars and 00/100 Cents (\$350.00) to Cara Ross for the payment she made on March 4, 2022 for an upcoming ice rental at the Town of Oyster Bay Ice Skating Center for Tuesday, June 14, 2022 at 5pm for her son's birthday party, which she now has to cancel. Attached you will find pertinent information related to this refund request.

Please make the check payable to "Cara Ross" and mail to the following:

Cara Ross  
244 Forest Drive  
Jericho, New York 11753

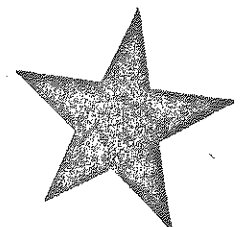
Kindly debit the following account: **PKS A 0001 02025 523 0000.**

It is the recommendation of the undersigned that this refund be approved.

Thank you,

  
\_\_\_\_\_  
Joseph G. Pinto  
COMMISSIONER OF PARKS

JGP/sc





Town of Oyster Bay  
 977 Hicksville Rd  
 Massapequa, NY 11758  
 Phone: (516) 797-4127  
 Fax:



PK5271072

**Bill To**  
 Cara Ross  
 244 Forest Drive  
 Jericho, New York 11753

Invoice Number  
 Invoice Date  
 Payments Due  
 Created By

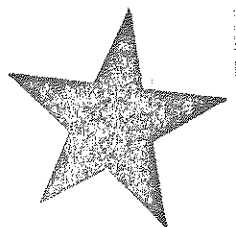
1621  
 3/4/2022  
 1x by 3/4/2022  
 Chris Sabellico

## Invoice

Billed Items						
	Unit Price	Quantity	Discount	Revenue	Total	
Date:	3/4/2022	Client: Cara Ross	Title:	BETHPAGE RINK REGULAR TIME RESIDENT		
Description:	Bethpage REGULAR Rate RESIDENT April 1-Sept.30					
Extra Info:	Bethpage Tue 6/14/2022 5:00 PM-6:00 PM					
	\$350.00	1	\$0.00	\$350.00	\$350.00	
Totals:	\$350.00	1	\$0.00	\$350.00	\$350.00	

## Payment Schedule and History

Payment Schedule and History							
Date	Receipt #	Due	Paid	DueToDate	PaidToDate	BalanceTo Date	Payment Method
3/4/2022		\$350.00	\$0.00	\$350.00	\$0.00	\$350.00	
3/4/2022	1421	\$0.00	\$350.00	\$350.00	\$350.00	\$0.00	Credit Card (EXTERNAL)
Payment	CC5452						
Memo:							








TOWN OF OYSTER BAY  
Department of Parks  
GENERAL RECEIPT

05201  
PKS221072  
Inv #1621

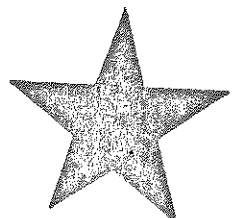
Name <b>Cara Ross</b>		Phone <b>631 804 2345</b>	
Street <b>244 Forest Drive</b>		Age <b>1 year 621</b>	
Town <b>Jericho</b>	Zip <b>11753</b>	Day <b>6/14/2022</b>	
Activity <b>Skating</b>		Location <b>Bethpage</b>	
Mo./ <b>3/8/22</b>	Day/ <b>3/8/22</b>	Year <b>22</b>	Received By 
Fee <b>\$ 350</b>			

COPY DISTRIBUTION  
White - Office  
Canary - Accounting  
Pink - Program Head  
Gold - Registrant

Cash ☐

Check ☐

cc - 5752





PKS221072

SPECIAL EVENTS  
977 HICKSVILLE RD  
ATLH PARKS ACCOUNTING  
HASSAPEBUN, NY 11760  
(516) 797-7076  
HEADER 61

Inv # 1623

03/04/22

23:02:00

Term ID: 003  
Merchant ID: 000016163148  
Bank ID: 0001

### BATCH INQUIRY REPORT

Sales :	4	\$	1,487.50
Refunda :	0	\$	0.00
Total :	4	\$	1,487.50

SPECIAL EVENTS  
977 HICKSVILLE RD  
ATLH PARKS ACCOUNTING  
HASSAPEBUN, NY 11760  
(516) 797-7076  
HEADER 61

03/04/22

23:02:09

### DETAIL REPORT

TI	Acct #	Sale	Total
	Inv #		

\$	VS3452	350.00	350.00
	000001		"
\$	VS0935	450.00	450.00
	000002		"
<hr/>			
VS3452			
VS0935			

\$	VS3409	412.50	412.50
	000004		"
\$	VS4764	275.00	275.00
	000005		"

### Grand Totals

Sale total:	4	\$	1,487.50
Refund total:	0	\$	0.00
Total:	4	\$	1,487.50

Beth Rink  
Rental  
\$1800

SPECIAL EVENTS  
977 HICKSVILLE RD  
ATLH PARKS ACCOUNTING  
HASSAPEBUN, NY 11760  
(516) 797-7076  
HEADER 61

Term ID: 003

03/04/22

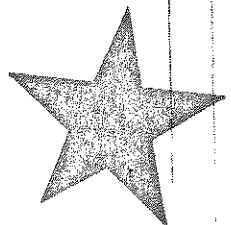
23:02:10

### SETTLEMENT REPORT

Batch Name: 63001  
Host Name: VINTV  
Merchant: 1

Sales :	4	\$	1,487.50
Refund total:	0	\$	0.00
Total :	4	\$	1,487.50

Settlement Successful





Sarah Cimino

---

From: Joseph Pinto  
Sent: Friday, April 8, 2022 8:48 AM  
To: Christopher Sabellico  
Cc: Gino Lunghi; Sarah Cimino  
Subject: RE: Request for Refund

approved

From: Christopher Sabellico <csabellico@oysterbay-ny.gov>  
Sent: Thursday, April 7, 2022 3:41 PM  
To: Joseph Pinto <jpinto@oysterbay-ny.gov>  
Cc: Gino Lunghi <glunghi@oysterbay-ny.gov>; Sarah Cimino <scimino@oysterbay-ny.gov>  
Subject: Request for Refund

Commissioner-

Accounting needs your approval to refund Cara Ross (see below) who booked and paid for a private ice rental in June, but she needed to cancel it. Thank you.

-Chris

From: Christopher Sabellico  
Sent: Friday, March 25, 2022 2:55 PM  
To: Gino Lunghi <glunghi@oysterbay-ny.gov>  
Subject: FW: Reply with Request for Refund

Hi Gino-

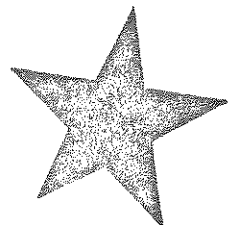
Below is a request for a refund for a \$350 ice slot in June that has been cancelled. Let me know what else you need from me. Thanks!

-Chris

From: Cara Ross <caraross220@gmail.com>  
Sent: Friday, March 25, 2022 2:33 PM  
To: Christopher Sabellico <csabellico@oysterbay-ny.gov>  
Subject: Re: Reply with Request for Refund

**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 Chris!





Unfortunately we need to cancel my sons party for Tuesday June 14th at 5:00. If you can refund my credit card that would be greatly appreciated! Thank you!

Cara Ross  
631-804-2845

On Fri, Mar 25, 2022 at 1:53 PM Christopher Sabellico <[csabellico@oysterbay-ny.gov](mailto:csabellico@oysterbay-ny.gov)> wrote:

Hi Cara-

I understand that you would like a refund for an ice slot in June that you have to cancel. Please reply to this email with your refund request, and I will forward it to accounting. Thank you.

-Chris



*Christopher Sabellico*

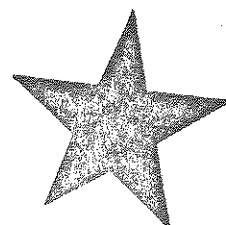
*Town Of Oyster Bay*

*Department of Parks*

*Office: (516) 797-7876*

*Fax: (516) 797-4145*

*Email: [csabellico@oysterbay-ny.gov](mailto:csabellico@oysterbay-ny.gov)*





Meeting of May 10, 2022

Resolution No 332-2022

WHEREAS, Robert Verbanac has requested to donate a memorial plaque and bench to be placed in Theodore Roosevelt Memorial Park and Beach, Oyster Bay, in memory of Franko Verbanc; and

WHEREAS, the value of the plaque and bench is estimated to be \$1,225.00, and the monies donated will be deposited into Account No. PKS A 0001 02705 000 0000; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated April 11, 2022, recommended that the Town accept said donation,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town hereby accepts the donation of \$1,225.00 from Robert Verbanac has requested to donate a memorial plaque and bench to be placed in Theodore Roosevelt Memorial Park and Beach, Oyster Bay, in memory of Franko Verbanc.

-#-

*Rosemaria Wolfe*

Reviewed By  
COUNCIL OF TOWN ATTORNEY

*John J. Salazar*

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

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



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

**TO:** Memorandum Docket  
**FROM:** Joseph G. Pinto, Commissioner of Parks  
**SUBJECT:** Memorial Plaque and Bench  
**DATE:** April 22, 2022

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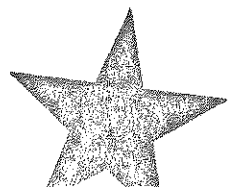
The Department of Parks has received a request from Robert Verbanac (letter attached) requesting to donate a memorial plaque and a new bench to be placed in Theodore Roosevelt Memorial Park and Beach in memory of Franko Verbanac.

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

The plaque and bench will be purchased by Robert Verbanac and donated to the Parks Department. The value of the plaque and bench is estimated to be \$1225.00. Town Board approval is requested on behalf of Robert Verbanac. The monies will be collected in account PKS A 0001 02705 000 0000.

  
\_\_\_\_\_  
Joseph G. Pinto  
COMMISSIONER OF PARKS

JGP/dc





April 22, 2022

Dear Mrs. Diann Codispodo,

My name is Robert Verbanac. We have been in email communications these last few weeks regarding memorial benches and plaques.

On April 15<sup>th</sup>, Dan from the Parks department met with my mother and I in Teddy Roosevelt Park on the North Shore, to discuss options about locating a brand new park bench we would like to donate in honor of my late father, Franko Verbanac.

After showing us a few options, we decided on a perfect location. I am reaching out to you today, April 22, 2022, to secure the project. Dan showed us a location nestled between (3) trees on each side of the bench area at TR Park. It resides between the walking path and the TR tennis courts.



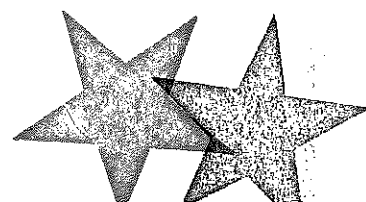
This donation would be a brand new Memorial Bench along with a (4) - Four Line Plaque dedicated to my late father, Franko Verbanac. According to your latest paperwork the total amount due for this donation would be in the amount of \$1225.00.

Please let us know what the next steps are to secure and procure this location along with the bench and the plaque. I can be reached by email and cell phone at any time. I look forward to speak with you.

Thank you very much

Robert Verbanac  
161 Radcliff Drive  
East Norwich NY 11732

[rverbanac@spectorgroup.com](mailto:rverbanac@spectorgroup.com)





Meeting of May 10, 2022

Resolution No. 333-2022

Reviewed By  
Office of Town Attorney  
*Robert A. Long*

WHEREAS, by Resolution No. 239-2020, adopted on March 31, 2020, the Town Board authorized the Supervisor, or his designee, to execute a Community Development Block Grant (hereinafter "CDBG") Sub-recipient Agreement, with the County of Nassau, relative to the Town of Oyster Bay's acceptance of CDBG funding, in an amount not to exceed \$150,000.00, with said funding to be applied to a Downtown Hicksville Beautification and Pedestrian Safety Enhancement Project; and

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated April 25, 2022, advised that the improvements proposed to be undertaken in the Downtown Hicksville area with the use of CDBG funding have not yet taken place, due to the unanticipated need to revise the original Downtown Revitalization Initiative ("DRI") scope of work with the New York State Department of State, and to negotiate and execute a Memorandum of Understanding with the Long Island Rail Road Company ("LIRR") in order to allow the Town to proceed with projects on LIRR property at the Hicksville Train Station; and

WHEREAS, Commissioner Sammartano, by said memorandum, further advised, that the New York State Department of State and the Town have agreed upon a revised scope of work, that the Town and the LIRR have executed the aforementioned required Memorandum of Understanding, that the proposed improvements to the Downtown Hicksville area are now ready to be advanced, and that, consequently, the Town of Oyster Bay and the County of Nassau wish to extend said CDBG Sub-recipient Agreement term through March 31, 2023; and

WHEREAS, in light of the forgoing, Commissioner Sammartano, by said memorandum, requested that the Town Board authorize the Supervisor, or his designee, to execute an amendment to the aforementioned CDBG Sub-recipient Agreement, extending the term in which all funding provided through said agreement may be utilized, through March 31, 2023,

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby accepted and approved, and the Supervisor, or his duly appointed designee, is hereby authorized, to execute an amendment to the aforementioned CDBG Sub-recipient Agreement, extending the term in which all funding provided through said agreement may be utilized, through March 31, 2023.

-#-

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

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




TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO

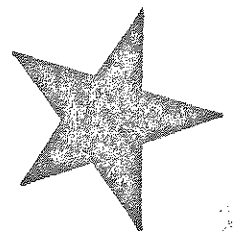
**TO:** MEMORANDUM DOCKET  
**FROM:** FRANK V. SAMMARTANO, COMMISSIONER  
INTERGOVERNMENTAL AFFAIRS  
**DATE:** APRIL 25, 2022  
**SUBJECT:** COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT  
AGREEMENT: DOWNTOWN HICKSVILLE

Resolution number 239-2020 authorized the Town to enter into a Community Development Block Grant (CDBG) Subrecipient Agreement with the County of Nassau (County). Through this CDBG Subrecipient Agreement the County has awarded up to \$150,000 of Federal grant funding in reimbursement to the Town for expenses in connection with improvements to downtown Hicksville.

The CDBG Subrecipient Agreement provided a term of April 1, 2020 through March 31, 2022 to utilize the funding provided through it. However, funding provided through the CDBG Subrecipient Agreement is proposed to be leveraged with an \$8,700,000 NYS Downtown Revitalization Initiative (DRI) grant provided through the NYS Department of State (NYS DOS). The improvements proposed to be undertaken in downtown Hicksville, with use of both the CDBG and DRI funding, have not yet proceeded due to the unanticipated need to revise the original DRI scope of work and negotiate and execute a Memorandum of Understanding with the Long Island Rail Road Company, allowing for the Town to proceed with projects on LIRR property at the Hicksville Train Station. NYS DOS and the Town have agreed upon a revised DRI scope of work and the Town and LIRR have executed the Memorandum of Understanding. The proposed improvements to Downtown Hicksville are now in a position to be advanced and the Town and County wish to extend the CDBG Subrecipient Agreement through March 31, 2023 allowing the time necessary to utilize the \$150,000.

It is, therefore, respectfully requested that a Town Board Resolution be adopted authorizing the Supervisor and/or his authorized designee to execute an amendment to a Community Development Block Grant Subrecipient Agreement with the County of Nassau, for the purpose of extending the end date of the Community Development Block Grant Subrecipient Agreement through March 31, 2023.

  
Frank V. Sammartano,  
Commissioner





COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT

BETWEEN THE COUNTY OF NASSAU

AND

TOWN OF OYSTER BAY

AMENDMENT NO. ONE

THIS AGREEMENT, dated as of \_\_\_\_\_ (together with all schedules, appendices, attachments and exhibits attached hereto, if any, collectively referred to as the "Agreement"), entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Office of Housing and Community Development having its principal office at 1 West St., Suite 365, Mineola, NY 11501 (the "OCD"), and (ii) the Town of Oyster Bay, a municipal corporation duly formed under the laws of the State of New York, (the "Subrecipient"), acting through its Supervisor, having its office at 54 Audrey Avenue, Oyster Bay, New York 11771.

WITNESSETH:

WHEREAS, pursuant to County contract number CQHI20000077 between the County and the Town of Oyster Bay, executed on behalf of the County on September 29, 2020 (the "Original Agreement"), the Subrecipient performs certain activities for the County in connection with Community Development Block Grant Program, which activities are more fully described in the Original Agreement (see the "Activities");

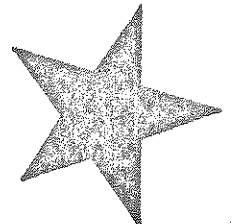
WHEREAS, the term of the Original Agreement was from April 1, 2020 and terminate on March 31, 2022 (the "Original Term");

WHEREAS, the parties desire to extend the term for an additional twelve (12) months.

1. Term. This Amended Agreement shall commence on April 1, 2020 and terminate on March 31, 2023.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

2. Maximum Amount. The Maximum Amount that the County agreed to grant to Subrecipient for Services under the Original Agreement shall remain One Hundred Fifty Thousand Dollars (\$150,000.00) (the "Maximum Amount"); and
3. Budget. The budget referred to in Exhibit A annexed to the Original Agreement and any amendment thereafter is hereby amended by the terms of this Amendment as set forth in Amended Exhibit A attached hereto (the "Amended Exhibit A").









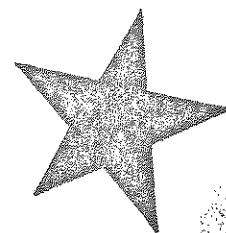
**Amended Exhibit A**

The total budget under this contract is One Hundred and Fifty Thousand Dollars (\$150,000.00)

OB45-TOD	PF&I Hicksville:	<p>Funds to be used to complete the Downtown Hicksville Beautification and Pedestrian Safety Enhancement Project (Project). The streetscaping amenities to be placed throughout the Downtown, inclusive of homogenous way finding signage, trash receptacles, raised flower planters, decorative lighting, street trees and benches will help to create a strong 'sense of place' when visiting the Hicksville Downtown. Creating a more inviting atmosphere within the Downtown will encourage the approx. 22,000 daily commuters who use the Hicksville Train Station to spend time in the Downtown; and not view Hicksville merely as a transportation hub. An improved aesthetic to the Downtown would encourage commuters to spend time in Hicksville, patronize the local merchants in turn stimulating the local economy.</p> <p>Bike racks to be placed around the Hicksville Train Station and at various locations throughout the Downtown will provide for better opportunity for commuters and patrons of local business to be less dependent on automobiles to visit the Downtown and in turn help to alleviate parking capacity issues the Downtown is currently faced with. The provision of bike racks through the Downtown would reduce dependence on driving and private car use in an already traffic congested area.</p> <p>Funds to be used for all hard and soft costs associated with project execution.</p>	\$150,000.00
OB Total			\$150,000.00

**Additional Provisions:**

- 1) In the event of any conflict between the Agreement and **Exhibit A**, the provisions of **Exhibit A** will control.
- 2) Whereas the expenditure of these federal funds varies per project and based upon federal eligibility requirements making certain provisions of this Agreement inapplicable to one project but applicable to another project; OCD, in its sole discretion, can waive any requirements of the Subrecipient under this Agreement. Provided however, that such a waiver is not in violation of Federal and/or Nassau County requirements, program regulations and/or applicable laws. Said waiver



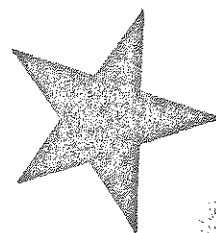


can be granted only by the Executive Director/Director of OCD and is intended to maximize the efficiency of the programs.

- 3) The Subrecipient shall ensure that any contract entered into with another party/third party as a result of this Agreement and/or to assist in the completion of the Activities under this Agreement are bound by the terms of this Agreement and all applicable laws, including but not limited to federal regulations and HUD program guidelines. The applicable federal statutes shall be listed in any applicable third party agreements and shall be strictly adhered to. Failure to comply with this provision may result in recapture of funds allocated by this Agreement. Should HUD seek repayment of funds from Nassau County as a result of the Subrecipient failure to comply with this provision, then the Subrecipient shall be responsible for repayment of those funds to the County.
- 4) All subcontracts/third party contracts must contain **Exhibit D** of this Agreement as part of their agreement.
- 5) Administrative Service Charge. In accordance with Ordinance Number 74-1979, as amended by Ordinance Number 128-2006, the administrative service charge for this Agreement has been waived.
- 6) When publishing materials, such as signs or brochures, that concern this Agreement, the Subrecipient shall ensure recognition of the Nassau County Office of Community Development (OCD). A copy of all such materials must be forwarded to the OCD prior to publication for approval.

**Timeline for completion of Activities:**

In accordance with 24 CFR 570.503 (b) (1), the Subrecipient shall complete all of the Activities for which funding is being provided and as identified within this Agreement by March 31, 2023. OCD, in its sole discretion can extend the anticipated completion date in accordance with the provisions of this Agreement and HUD regulations. Such an extension shall not be unreasonably withheld by OCD.





Meeting of March 31, 2020

Resolution No. 239-2020

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated March 23, 2020, informed the Town Board that the Town of Oyster Bay has been approved to receive up to \$150,000 in federal Community Development Block Grant ("CDBG") funding passed through the County of Nassau to be applied to a Downtown Hicksville Beautification and Pedestrian Safety Enhancement Project; and

WHEREAS, Commissioner Sammartano, by said memorandum, further advised that this CDBG award of up to \$150,000, will be leveraged against \$490,000 in CDBG funding previously secured by the Town and earmarked for Downtown Hicksville, and will provide amenities including decorative street lighting, signage, trash receptacles, flower planters, street trees, benches and bike racks; and

WHEREAS, Commissioner Sammartano, by said memorandum, further advised that receipt of the \$150,000 CDBG grant is contingent upon the Town's execution of a Community Development Block Grant Subrecipient Agreement between the County of Nassau and the Town, and requested Town Board authorization to permit the Supervisor, or Supervisor's designee, to execute a Community Development Block Grant Subrecipient Agreement with the County of Nassau relative to the acceptance of up to \$150,000 in Community Development Block Grant funding to be applied to a Downtown Hicksville Beautification and Pedestrian Safety Enhancement Program,

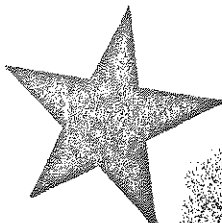
NOW, THEREFORE, BE IT RESOLVED, that the request as hereinabove set forth is accepted and approved, and the Supervisor, or his designee, are authorized to execute a Community Development Block Grant Subrecipient Agreement with the County of Nassau relative to the acceptance by the Town of up to \$150,000 in Community Development Block Grant funding to be applied to a Downtown Hicksville Beautification and Pedestrian Safety Enhancement Project.

-#-

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  
*[Signature]*





Meeting of May 10, 2022

Resolution No 334-2022

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated April 25, 2022, requested that the Town Board authorize the Town Clerk to publish a Public Notice regarding the Forty-Fourth Community Development Program Year, in Newsday, no later than May 17, 2022, to announce a proposed revision regarding funding, and to provide the opportunity for Public Comment regarding the revision,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the publication of the aforesaid Public Notice in Newsday by the Town Clerk no later than May 17, 2022, is hereby approved, 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. IGA CD 8686 44100 000 CD 22.

-#-

Reviewed By  
Office of Town Attorney

*Elizabeth A. Tughran*

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

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



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

TO: Memorandum Docket

FROM: Frank V. Sammartano, Commissioner  
Intergovernmental Affairs


DATE: April 25, 2022

SUBJECT: Community Development  
Public Notice for Transfer of Funds  
Nassau County Contract 44th Program Year

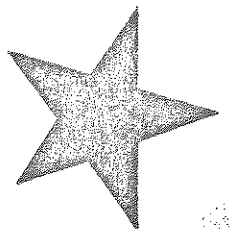
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To effectively implement the Town's Community Development Program, it is necessary to amend the above referenced Contract Agreement with Nassau County, as detailed in the attachment. The Public notice must be published in an English language paper of general town wide circulation. In this regard, it is recommended that Newsday be utilized for the notice. The Public Notice will be forwarded to the Town Clerk for publication in the Nassau edition of Newsday. The public notice has been approved by the Town Attorney's Office. Funds for the public notice are available in account IGA CD 8686 44100 000 CD22.

The Funds were initially allocated for Street Improvements which will not take place this year. Therefore the funds will be utilized for a Public Housing Rehabilitation project.

  
Frank V. Sammartano  
Commissioner

FVS/PA





*Legal Notice to be published on*

**Public Notice  
Nassau County**

**NOTICE TO PUBLIC OF NASSAU URBAN COUNTY CONSORTIUM PROPOSED  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AMENDMENTS**

COUNTY OF NASSAU OFFICE OF COMMUNITY DEVELOPMENT,  
1 West Street, Suite 365 Mineola, NY 11501. Telephone number: (516) 572-1924.

**Overall Program Description:**

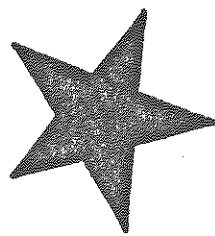
The Nassau County Office of Community Development is the overall administrative agent for the Federal Community Development Block Grant, HOME Investment Partnerships, and the Emergency Solutions Grants (ESG) Programs. These programs are intended to support the goals of providing decent housing, providing a suitable living environment and expanding economic opportunities for low and moderate income persons.

**The Town of Oyster Bay** - The Town proposes to make the following revisions:

**44th Yr. CQH19000003-** Transfer \$200,000.00 from PF&I Street Improvements Hicksville to Public Housing Rehabilitation.

**PUBLIC COMMENT**

Additional information on the Nassau County Community Development Program and program changes is available from the NASSAU COUNTY OFFICE of COMMUNITY DEVELOPMENT, 1 West Street, Suite 365 Mineola, New York 11501, and Telephone number: (516) 572-1924. Comments on the proposed Program Amendment can be directed to Kevin J. Crean, Director, Nassau County Office of Community Development, no later than, **May 31, 2022.**





Meeting of May 10, 2022

Resolution No 335-2022

WHEREAS, the Town of Oyster Bay has been approved to receive grant funding, in the amount of \$375,000.00 through the New York State Department of Labor (NYSDOL) Gun Violence Prevention Program, (the "Program"); and

WHEREAS, funds provided through this Program may be applied to job training, vocational credentialing and career placement services of unemployed under-employed and out of school youth, ages 18-24, with eligible expenses incurred from August 1, 2021 through March 1, 2023; and

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated April 22, 2022, requested that the Town Board authorize the Supervisor, or his designee, to execute a sub-recipient agreement with the New York State Department of Labor (NYSDOL), entitled "The Gun Violence Prevention Initiative," for this Program to assist under-employed, unemployed and out-of-school youth, between 18 and 24 years of age, with job training, vocational credentialing, and career placement services, in the amount of \$375,000.00, to be administered by the Department of Intergovernmental Affairs, with eligible expenses incurred from August 1, 2021 through March 1, 2023; and

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and the Supervisor, or his designee, is hereby authorized to execute a sub-recipient agreement with the New York State Department of Labor (NYSDOL), entitled "The Gun Violence Prevention Initiative" to assist under-employed, unemployed and out-of-school youth, between 18 and 24 years of age, with job training, vocational credentialing and career placement services, in the amount of \$375,000.00, to be administered by the Department of Intergovernmental Affairs, with eligible expenses incurred from August 1, 2021 through March 1, 2023; and be it further

RESOLVED, That the funds for said purpose shall be drawn from Account No. IGA CD 6293 48010 000 CW 21, and Account No. IGA CD 6293 12010 000 CW21; 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 therefore, after audit.

-#-

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

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

Reviewed By  
Office of Town Attorney

*Robert P. Kelly*



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

April 22, 2022

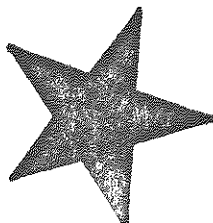
**TO:** MEMORANDUM DOCKET  
**FROM:** FRANK V. SAMMARTANO, COMMISSIONER  
INTERGOVERNMENTAL AFFAIRS  
**SUBJECT:** NYS DEPARTMENT OF LABOR  
GUN VIOLENCE PREVENTION INITIATIVE

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The Town of Oyster Bay has been approved to receive up to \$375,000 through the New York State Department of Labor's (NYS DOL) Gun Violence Prevention Program. Funds provided through this Program may be applied to job training, vocational credentialing and career placement services of unemployed, under-employed and out-of-school youth ages 18-24. Eligible expenses under this Program must be incurred from August 1, 2021 through March 31, 2023. This Program will be administered by the Department of Intergovernmental Affairs, Division of Employment and Training.

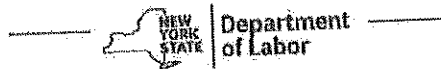
Receipt of this grant funding is contingent upon the Town's execution of a Gun Violence Prevention Program Subrecipient Agreement with NYS DOL. It is, therefore, respectfully requested that the Town Board adopt a Resolution authorizing the Supervisor or his authorized designee to execute a Gun Violence Prevention Program Subrecipient Agreement with the New York State Department of Labor. Funds for this purpose are available in accounts IGA CD 6293 48010 000 CW 21 & IGA CD 6293 12010 000 CW 21.

  
Frank V. Sammartano  
Commissioner





WE ARE YOUR DOL



Kathy Hochul, Governor  
Roberta Reardon, Commissioner

April 21, 2022

Mr. Joseph S. Saladino  
Town Supervisor  
Town of Oyster Bay  
54 Audrey Avenue  
3rd Floor  
Oyster Bay, New York 11771

Dear Mr. Saladino:

On September 7, 2021, the NYS Department of Labor awarded your local area with funds under the Gun Violence Prevention grant. Effective immediately, the period of performance of said grant has been extended from July 31, 2022, to March 31, 2023.

Except as modified above, all terms and conditions of the original Subrecipient Agreement remains unchanged and in full effect. A revised Cover Sheet and Notice of Obligational Authority (NOA) reflecting an end date of March 31, 2023, are attached for your records.

Any questions concerning this information should be directed to Mr. Henry Daisey, State Representative at 212-775-3349.

Sincerely,

A handwritten signature in dark ink, appearing to read "R. Oliver".

Russell Oliver  
Director  
Division of Employment and Workforce Solutions

Attachment(s)

cc: Mr. John Sarcone  
Mr. Dennis Palmieri  
Mr. Henry Daisey  
Ms. Claudia Chiu  
Ms. Robyn Fellrath



**NYS Department of Labor**  
**Division of Employment & Workforce Solutions**

**NOTICE OF OBLIGATIONAL AUTHORITY (NOA)**

**Gun Violence Prevention Initiative**

This funding is authorized for the period 08/01/21 through 03/31/23.

Program:	Gun Violence Prevention Initiative
NOA Number:	GVP PY21-2
Grantor:	Governor of New York through the NYS Department of Labor
State General Fund:	10000

**Local Workforce Development Area (LWDA) Subrecipient Information**

LWDA Name:	Oyster Bay
LWDA Assigned Number:	74
UEI Number:	EFYGTA1U54K3
Subrecipient Contact:	Joseph S. Saladino
Subrecipient Contact Title:	Town of Oyster Bay Supervisor

Program		Prior Approved Level	Change (per this NOA)	New Level
Gun Violence Prevention Initiative		\$375,000.00	\$0.00	\$375,000.00

**NYSDOL Contact Information**

Representative Name:	Henry Daisy
Phone Number:	(212) 775-3346

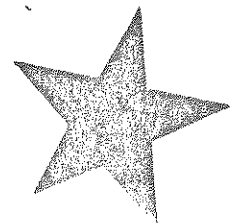
Approval Signature: \_\_\_\_\_

Russell Oliver  
Director

Division of Employment and Workforce Solutions

4/21/2022

REVIEWED BY  
OFFICE OF TOWN ATTORNEY





**NYS Department of Labor  
Division of Employment &  
Workforce Solutions**

**Subrecipient Agreement  
Notification of Award/Obligation:  
  
Gun Violence Prevention Initiative**

*Under the authority of New York State, this grant or agreement is entered into between the above named Grantor Agency and the following named Subrecipient Awardee, for a project entitled – Gun Violence Prevention Initiative*

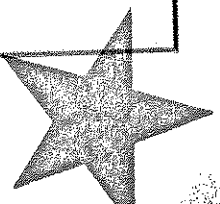
<b>Subrecipient:</b>	Joseph S. Saladino Town of Oyster Bay Supervisor
<b>UEI Number:</b>	EFYGTA1U54K3
<b>Project Description:</b>	Gun Violence Prevention Initiative
<b>Subaward Period of Performance:</b>	08/01/21 to 03/31/23
<b>Total Funds Committed to Subrecipient (unless otherwise amended):</b>	\$375,000.00
<b>R&amp;D Grant:</b>	Not applicable

Payments to subrecipients will be made via the Notice of Obligation Authority process with subrecipients reporting expenditures, accruals, and obligations via the PeopleSoft Financial application.

In performing its responsibilities under this subrecipient agreement, the subrecipient assures that it will fully comply with all applicable state and federal rules and regulations including but not limited to the following NYSDOL Technical Advisories, including any subsequent amendments:

**NYS Department of Labor Technical Advisories:**

- 1) TA #16-8 "Monitoring - Local Workforce Development Board Responsibilities Relating to NYS Department of Labor Fiscal Monitoring and Oversight"  
<https://dol.ny.gov/system/files/documents/2021/03/ta-16-08.pdf>
- 2) TA #11-2.4 "Financial Reporting and Cash Draw-down Policy and Procedures for WIOA, Trade Adjustment Act and Other Federal Funding"  
<https://dol.ny.gov/system/files/documents/2021/03/ta-11-02.4.pdf>
- 3) TA #17-4 "Final Fiscal Closeout of Expiring Federal Funds"  
<https://dol.ny.gov/system/files/documents/2021/03/ta-17-04.pdf>
- 4) TA #16-2 "Retention of Records by Local Workforce Development Boards"  
<https://dol.ny.gov/system/files/documents/2021/03/ta-16-02.pdf>
- 5) TA #17-3 "Renovation Costs and Equipment Acquisitions Utilizing Workforce Innovation and Opportunity Act (WIOA) Funds"  
\*Note that for the GVP Initiative, prior approval from NYSDOL is required for any equipment acquisition costing \$1,000 or more  
<https://dol.ny.gov/system/files/documents/2021/03/ta-17-03.pdf>

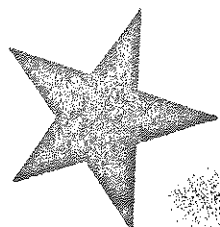






Department  
of Labor

SECTION VII  
ATTESTATION





# Gun Violence Prevention Initiative Subrecipient Attestation

I, \_\_\_\_\_ [NAME], in my capacity as  
\_\_\_\_\_ [TITLE] and on behalf of  
\_\_\_\_\_ [SUBRECIPIENT NAME], hereinafter referred to as "Subrecipient":

☐ Affirm and assert that the Subrecipient has received and reviewed Notice of Award/Obligation Subrecipient Agreement and associated attachments, hereinafter collectively referred to as the "Agreement", for the Gun Violence Prevention Initiative (GVP);

☐ Affirm that the Subrecipient possesses the capacity to fulfill all responsibilities identified in the Agreement and assume liability for funds received; and

☐ Agree to comply with all applicable state statutes, regulations, and award terms and conditions as reflected in the Agreement.

*Signature of Chief Elected Official (CEO) or authorized signatory for the Local Workforce Development Area for fiscal reporting to NYS Department of Labor is required below.*

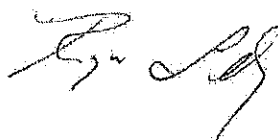
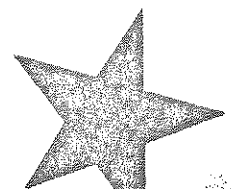
Date:	Signature:	
Mr. <input type="checkbox"/>	Typed Name of Signatory:	
Ms. <input type="checkbox"/>		
Other <input type="checkbox"/>		
Title:		
Address 1:		
Address 2:		
City:		
State:		Zip:
Phone:	E-mail:	

**Submittal directions:** An original signature is not required for this attestation. Electronic signatures are acceptable. Please complete and save with digital signature (or print and scan). Email the Portable Document Format (PDF) to: [Dews.aers-taa@labor.ny.gov](mailto:Dews.aers-taa@labor.ny.gov) or [Sharie.FitzGibbon@labor.ny.gov](mailto:Sharie.FitzGibbon@labor.ny.gov)

If you prefer to mail the attestation with an original signature, please mail to:

NYS Department of Labor  
Division of Employment & Workforce Solutions  
Office of Workforce Investments  
Gov. Harriman State Office Campus  
Building 12, Room 436  
Albany, NY 12240

**REVIEWED BY  
OFFICE OF TOWN ATTORNEY**



WE ARE YOUR DOL



Kathy Hochul, Governor  
Roberta Reardon, Commissioner

September 7, 2021

Mr. Joseph S. Saladino  
Town Supervisor of Oyster Bay  
54 Audrey Avenue  
3rd Floor  
Oyster Bay, New York 11771

Dear Mr. Saladino:

Congratulations. Your area has been approved for \$375,000 under the Gun Violence Prevention Initiative (GVP) awarded by the New York State Department of Labor (NYSDOL). These funds are available to your local area as of August 1, 2021 through July 31, 2022.

NYSDOL has created the attached Subrecipient Agreement incorporating all administrative, fiscal, and operational aspects of the grant with the following sections:

- I. Subrecipient Cover Page
- II. Notice of Obligational Authority (NOA)
- III. Subrecipient Plan and Budget
- IV. State of New York Master Contract for Grants Standard Terms and Conditions
- V. Questions and Answers
- VI. Program Guidance Letter
- VII. Subrecipient Attestation

All expenditures, accruals and obligations allowable under the GVP program must be reported monthly in PeopleSoft under Program Code 200 for Program Year 2021 (PY21) using the account codes detailed in the Subrecipient Budget in this agreement. Project operator administration costs are allowable and limited to up to 10% of total funding. At the end of this program, funds remaining unexpended will be de-obligated and will no longer be available for use by your Local Workforce Development Area (LWDA).

Please review the attached Subrecipient Agreement and complete and return the attestation document (Section VII) by COB, Tuesday, September 21, 2021. The attestation requires signature by the Chief Elected Official (CEO) or authorized signatory for the LWDA for the fiscal reporting to NYSDOL.

Any questions concerning this information should be directed to Mr. Henry Daisey, State Representative at 212-775-3349.

Sincerely,

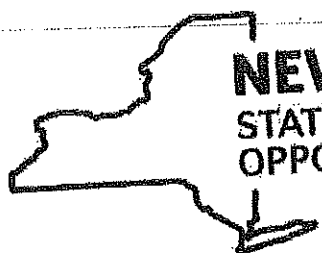
Russell Oliver  
Director  
Division of Employment and Workforce Solutions



Attachment(s)

cc: Mr. John Sarcone  
Mr. Dennis Palmieri  
Mr. Henry Daisey  
Ms. Claudia Chiu  
Ms. Robyn Fellrath





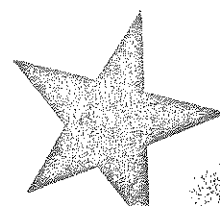
**NEW YORK**  
STATE OF  
OPPORTUNITY.

**Department  
of Labor**

**Subrecipient Agreement**  
**Gun Violence Prevention Initiative**

**Russell Oliver**  
**Director**

**Division of Employment and Workforce Solutions**







Department  
of Labor

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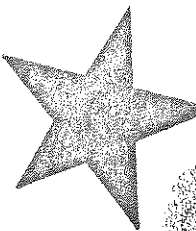
Section III – Subrecipient Plan and Budget

Section IV – State of New York Master Contract for Grants  
Standard Terms and Conditions

Section V – Questions and Answers

Section VI – Program Guidance Letter

Section VII – Attestation

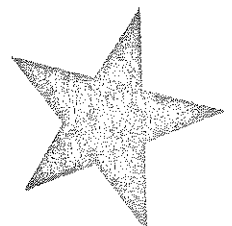






Department  
of Labor

SECTION I  
SUBRECIPIENT COVER PAGE





**NYS Department of Labor  
Division of Employment &  
Workforce Solutions**

**Subrecipient Agreement  
Notification of Award/Obligation:  
  
Gun Violence Prevention Initiative**

*Under the authority of New York State, this grant or agreement is entered into between the above named Grantor Agency and the following named Subrecipient Awardee, for a project entitled – Gun Violence Prevention Initiative*

Subrecipient:	Joseph Saladino Town of Oyster Bay Supervisor
DUNS Number:	07-236-9622
Project Description:	Gun Violence Prevention Initiative
Subaward Period of Performance:	08/01/21 to 07/31/22
Total Funds Committed to Subrecipient (unless otherwise amended):	\$375,000.00
R&D Grant:	Not applicable

Payments to subrecipients will be made via the Notice of Obligational Authority process with subrecipients reporting expenditures, accruals, and obligations via the PeopleSoft Financial application.

In performing its responsibilities under this subrecipient agreement, the subrecipient assures that it will fully comply with all applicable state rules and regulations including but not limited to the following NYSDOL Technical Advisories, including any subsequent amendments:

**NYS Department of Labor Technical Advisories:**

- 1) TA #16-8 "Monitoring - Local Workforce Development Board Responsibilities Relating to NYS Department of Labor Fiscal Monitoring and Oversight"  
<https://dol.ny.gov/system/files/documents/2021/03/ta-16-08.pdf>
- 2) TA #11-2.4 "Financial Reporting and Cash Draw-down Policy and Procedures for WIOA, Trade Adjustment Act and Other Federal Funding"  
<https://dol.ny.gov/system/files/documents/2021/03/ta-11-02.4.pdf>
- 3) TA #17-4 "Final Fiscal Closeout of Expiring Federal Funds"  
<https://dol.ny.gov/system/files/documents/2021/03/ta-17-04.pdf>
- 4) TA #16-2 "Retention of Records by Local Workforce Development Boards"  
<https://dol.ny.gov/system/files/documents/2021/03/ta-16-02.pdf>
- 5) TA #17-3 "Renovation Costs and Equipment Acquisitions Utilizing Workforce Innovation and Opportunity Act (WIOA) Funds"

\*Note that for the GVP Initiative, prior approval from NYSDOL is required for any equipment acquisition costing \$1,000 or more  
<https://dol.ny.gov/system/files/documents/2021/03/ta-17-03.pdf>



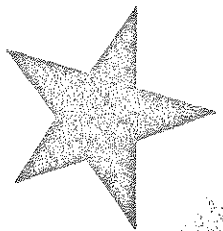


Department  
of Labor

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## SECTION II

### NOTICE OF OBLIGATIONAL AUTHORITY





**NYS Department of Labor**  
**Division of Employment & Workforce Solutions**

**NOTICE OF OBLIGATIONAL AUTHORITY (NOA)**

**Gun Violence Prevention Initiative**

This funding is authorized for the period 08/01/21 through 07/31/22.

Program:	Gun Violence Prevention Initiative
NOA Number:	GVP PY21-1
Grantor:	Governor of New York through the NYS Department of Labor
State General Fund:	10000

**Local Workforce Development Area (LWDA) Subrecipient Information**

LWDA Name:	Oyster Bay
LWDA Assigned Number:	74
DUNS Number:	07-236-9622
Subrecipient Contact:	Joseph S. Saladino
Subrecipient Contact Title:	Town of Oyster Bay Supervisor.

Program		Prior Approved Level	Change (per this NOA)	New Level
Gun Violence Prevention Initiative		\$0.00	\$375,000.00	\$375,000.00

**NYS DOL Contact Information**

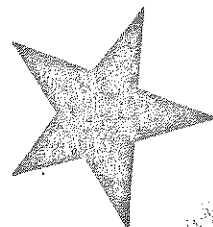
Representative Name:	Henry Daisy
Phone Number:	(212) 775-3346

Approval Signature: \_\_\_\_\_

Russell Oliver  
Director

Division of Employment and Workforce Solutions

8/1/2021



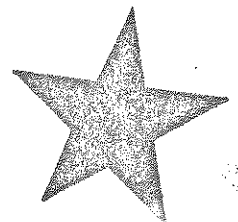




Department  
of Labor

## SECTION III

### SUBRECIPIENT PLAN AND BUDGET





## Gun Violence Prevention Initiative Outside of NYC

### OVERVIEW

DOL will provide \$16 million to local workforce development boards to provide training, credentialing and career placement services to connect 3,200 at-risk youth to good-paying permanent jobs.

This effort is one part of Governor Cuomo's first-in-the-nation gun violence disaster emergency and comprehensive strategy to build a safer New York. This initiative treats gun violence as a public health crisis and includes short-term solutions as well as long-term strategies that focus on community-based intervention and prevention strategies to break the cycle of violence.

### PROJECT DESCRIPTION

- The target population is unemployed, under-employed and out-of-school youth age 18-24 in areas of cities impacted by gun violence.
- At least 75% of youth served must reside in zip codes (to be provided) impacted by high rates of gun violence.
- In addition to each area's existing referral network, youth will be referred by trusted community service providers with priority given to referrals from gun violence interveners and other anti-gun violence advocacy organizations.
- Funding will be for up to \$5,000 per youth to support job training or support for job placement based on the outline below broken down by area:

Area	Priority Zip Codes	Youth to be Served	Funding
Nassau County/ Oyster Bay	11801	75	\$375,000
Hempstead	11550, 11510, 11553, 11001, 1552, 11580	205	\$1,025,000
Suffolk	11704, 11706, 11717, 11777, 11798, 11951	140	\$700,000
Albany	12202, 12204, 12206, 12207, 12209, 12210	190	\$950,000
Schenectady	12303, 12304, 12307, 12308, 12309	60	\$300,000
Troy	12180, 12182	140	\$700,000
Buffalo	14204, 14206, 14207, 14208, 14209, 14210, 14211, 14212, 14214, 14215	530	\$2,650,000
Jamestown	14701	45	\$225,000
Niagara Falls	14301, 14303, 14304, 14305	50	\$250,000
Syracuse	13202, 13203, 13204, 13205, 13207, 13210, 13224	150	\$750,000
Rochester	14605, 14606, 14608, 14609, 14611, 14613, 14615, 14619, 14621	450	\$2,250,000
Poughkeepsie	12601, 12603	70	\$350,000
Kingston	12401	60	\$300,000
Newburgh	12550	120	\$600,000
Middletown	10940	65	\$325,000
Yonkers	10701, 10703, 10704, 10705, 10710	220	\$1,100,000
Mt Vernon	10550, 10552	210	\$1,050,000
Spring Valley	10952, 10954, 10977	150	\$750,000
Utica	13501, 13502	120	\$600,000
Binghamton	13901, 13904, 13905	150	\$750,000
<b>TOTAL</b>		<b>3,200</b>	<b>\$16 million</b>



## **FUNDING MECHANISM**

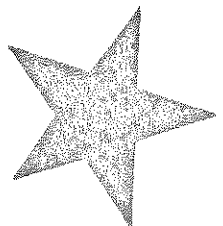
- Funding will be provided through state dollars
- DOL will NOA to local boards upon receipt of a formal plan.
- Recruitment and outreach activities should begin immediately.

## **PROJECT PLAN**

- In order to receive funding, each local area will provide DOL a project plan.
- The plan will articulate quarterly targets for recruitment, training and job placement.
- The plan will also state associated staff and outreach costs, including the cost of specific efforts (i.e. after-hours and weekend activities) that will not go directly to training and support.
- Additionally, the kind of jobs and training programs being targeted must be broadly outlined.

In line with existing practices, Local Workforce Development Boards will:

- Use existing aptitude and skill assessment establishment, skill-building courses, and career counseling as necessary baseline services for placement into skills training and employment.
- Work with participants to identify skill and education gaps.
- Assess and make any needed referrals to external providers including: housing, legal and/or substance abuse issues, benefit programs, financial assistance, etc.
- Connect youth to comprehensive and customized occupational training and will include literacy, job-specific skills, professional credentials, business-relevant computer literacy, high-tech and job preparation workforce services.
- Provide access to pre-apprenticeship programs meeting all standard criteria necessary for entrance into apprenticeship training for a specified trade.
- Provide job placement services to youth who are job-ready and once youth complete training. This will include placement into Registered Apprenticeship programs.
- Track engagement, training and participant activities in OSOS as with other WIOA-funded programs. Note that weekly progress reports will be sent to the Governor's Office.





## **Gun Violence Prevention Local Initiative**

### **Summary of the Program**

New York State Department of Labor (NYSDOL) is partnering with Local Workforce Development Areas to provide job training, credentialing, and placement in good-paying jobs to approximately 3,200 young workers at least 75% of whom must reside in zip codes impacted by high rates of gun violence. In addition to each area's existing referral network, youth will be referred by trusted community service providers with priority given to referrals from gun violence interveners and other anti-gun violence advocacy organizations.

This effort is one part of Governor Cuomo's first-in-the-nation gun violence disaster emergency and comprehensive strategy to build a safer New York. This initiative treats gun violence as a public health crisis and includes short-term solutions as well as long-term strategies that focus on community-based intervention and prevention strategies to break the cycle of violence.

### **Program Timeline**

- Effective immediately: Program services commence
- 7/31/22: Program concludes

### **Eligibility for Program Participants**

- The Program will serve unemployed, under-employed and out-of-school youth between age 18 and 24 in areas of cities impacted by gun violence.
- The Program will not serve youth enrolled in college; and
- At least 75% of program participants must reside within specified priority zip codes provided by NYSDOL

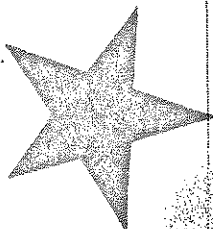
### **Services for Youth**

In line with existing practices, Local Workforce Development Boards will:

- Use existing aptitude and skill assessment establishment, skill-building courses, and career counseling as necessary baseline services for placement into skills training and employment. Work with participants to identify skill and education gaps.
- Assess and make any needed referrals to external providers including housing, legal and/or substance abuse issues, benefit programs, financial assistance, etc.
- Connect youth to comprehensive and customized occupational training and will include literacy, job-specific skills, professional credentials, business-relevant computer literacy, high tech and job preparation workforce services.
- Provide access to pre-apprenticeship programs meeting all standard criteria necessary for entrance into apprenticeship training for a specified trade.
- Provide job placement services to youth who are job-ready and once youth complete training. This will include placement into Registered Apprenticeship programs.
- Track engagement, training and participant activities in OSOS as with other WIOA-funded programs. Note that weekly progress reports will be sent to the Governor's Office.

### **Reporting, Performance, and Outcomes**

- Services provided to program participants will be recorded and tracked in OSOS. Data entry must be completed within 5 business days of the date of service provision
- LWDA's are required to provide weekly updates regarding the number of youths who have received outreach in the identified zip codes/neighborhoods





### **Gun Violence Prevention (GVP) Local Initiative Project Plan**

*Please complete the following information detailing the LWDA's plan for implementation and intended goals throughout the program.*

**Local Workforce Development Area:** Oyster Bay, North Hempstead, Glen Cove

**Local Area Contact:** John Sarcone

#### **Recruitment of Program Participants**

**Targeted number of youths to receive outreach:** 75

Please provide a detailed description of intended outreach and recruitment processes

Outreach will be focused on zip code 11801, which constitutes of the following localities: Hicksville, Bethpage, and Jericho. This focus should ensure that 75% of the program participants reside in a priority zip code. One important objective with regard to this outreach strategy will be to tailor messages to youth and listen to their needs.

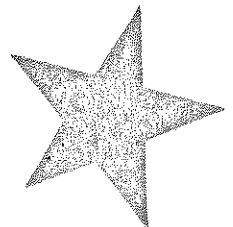
Information sessions can be held on weekday evening and weekends, but these proposed times may be adjusted depending on engagement. A common challenge youth face is simply lacking knowledge of the opportunities and services our department of employment and training (DET) provides free of charge. Our information sessions will cover directly applicable opportunities to youth.

These sessions will also emphasize the physical locations of Workforce New York Career Centers in Hicksville and Massapequa. Our physical locations provide access to computers, internet, and printers, which can help youth overcome technological barriers they may face in obtaining sustainable and fruitful employment.

Our dedicated staff have experience in recruitment, outreach, and dealing with those struggling to obtain sustainable employment. Opportunities for youth can be advertised in the weekly newsletters the department already sends out with the purpose of generating awareness in the targeted and prospective communities.

Please list the community service providers that may outreach and recruit participants

Our department works with a variety of service providers with many years of experience providing employment services. We will consult partners such as Nassau BOCES, Nassau County DSS, and the Port Washington Community Action Counsel to advise, assist, and direct our outreach efforts. The DET will monitor its efforts in accordance with the direction these partners provide.





### Services Provided to Youth

Please describe the delivery strategy for services that will be provided to eligible program participants including but not limited to:

#### 1. Initial Assessment and Development of a Service Strategy:

In the past, assessments of clients have been conducted as face-to-face interviews, but we also have the capability to conduct these interviews telephonically or however youth may prefer. Our goal is to streamline this process as efficiently as possible to suit youth's needs.

The first component of these assessments is essentially getting to know the participant. Our staff hold the belief that understanding what drives an individual is one of the most important factors in developing a service strategy. Through years of experience, they have solidified this viewpoint.

After accessing the clients' educational skills, emotional & physical state, and interests, staff will provide services or make the appropriate referrals as necessary. Once the staff access the level of job readiness, appropriate pre-screening tools can be applied such as: Job Zone - Interest Profiler, Ability Profiler.

Overall, this initial assessment process will set the starting framework by which staff members can continually monitor a participant's progress and goals as defined by a carefully developed service strategy.

#### 2. Workforce Preparation Services:

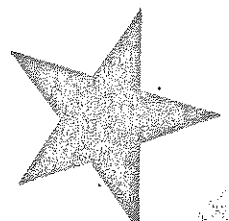
Workshops to go over wide-use skills such as workplace etiquette, conflict resolution, respect, personal awareness, digital literacy, resume preparation, interview strategies, networking, and general career awareness.

The Metrix Learning Platform provides 40+ certificates for online courses that cover topics ranging from personal development to hard technical skills. These courses are flexible and can be taken at one of the workforce centers. If approved, issued laptops can be used to complete these courses.

InterviewStream is a web-based mock interview program which is offered through the Department of Labor, which is offered free to our customers to assist them with improving their interviewing skills. This easy-to-use online program uses on-screen, recorded interview scenarios developed by employment professionals.

Once participants are starting the process of self-sufficient employment, our staff offer post-employment services to assist the transition. Services offered include helping participants understand employment paperwork and career guidance.

#### 3. Training and identified training programs/industries including but not limited to OJT, Pre-Apprenticeship, and Registered Apprenticeship:





Staff members can provide guidance about career ladders in various fields including health science; hospitality and tourism (including food services); information technology; office and administrative support; marketing, sales and service (including retail); manufacturing, architecture and construction (including "green" occupations) etc.

With training and knowledge of the local economy and in demand occupations, counselors can streamline training programs for OJT, part time employment, full time employment, and various apprenticeship programs.

Vocational classroom training is also available. Training will be conducted in growth occupations and will be responsive to the local economy. The schools and the programs have been approved by the Oyster Bay Consortium Workforce Investment Board and are listed on the New York State Eligible Training Provider List.

#### 4. Referrals:

If our staff test the client and determine that the main barrier is lack of educational skills, then we can send the client to basic skills training and then to vocational skills training in an area that would make the client employable.

If it is determined that the client is handicapped, we would refer the client to Abilities and or VESID (ACCESS VR) for services.

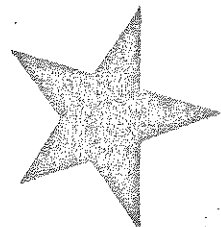
If we find that the client is emotionally upset and not ready for job search, we can send the client for help to LECSA (Labor, Education and Community Services Agency), one of our contracted agencies that provide social workers.

Referrals for ESL and HSE may be made to the appropriate learning centers for out of school youth who are not enrolled in college and are over the age of 21. These include the Freeport Adult Learning Center, Great Neck Adult Learning Center, Hicksville Career Center, Long Island EOC, Nassau BOCES Adult Learning Center, and Long Beach Adult Learning Center.

Workshops provided by partner agencies include job search techniques, cover letter preparation, introduction to excel, and so on. If a participant needs such a workshop, the appropriate referral will be made.

#### 5. Supportive Services and Stipends:

The DET has an established network of coordinating and referral agencies that will be utilized to meet the supportive service needs of the participants and to help in addressing their barriers to employment. For example, mental health consulting, where individual information remains confidential under OSOS guidelines, may be recommended for participants. Day care solutions, where necessary may also be included, as our staff are knowledgeable on the services available in this regard.





6. Business Outreach/Engagement:

Business outreach will be conducted in accordance to our established network of vendors as well as new businesses. We seek to involve smaller businesses as well as established organizations to diversify community involvement for youth. Counselors will track youth engagement in different services offered in order to build upon, improve, and tailor program to better serve participants. Weekly reports will be recorded in OSOS for internal use within the department and external use at the governor's office.

7. Other (ex. Work with partners including NYSDOL to identify physical locations for training):

NA

**Reporting, Performance and Outcomes**

Enter the overall goals for the duration of the program as well as quarterly goals set forth by the Local Area. Please note, Placement in Employment goals have been established by NYSDOL and may not be changed. All other goals should be determined based on reaching the Placement in Employment. Total recruitment goals for the entirety of this program are as follows:

Outreach & Recruitment: 75 individuals

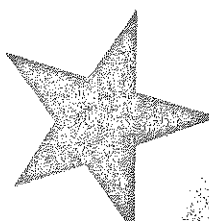
Registration, Assessment, and Service Strategy Development: 75 Individual's

Workforce Preparation Services (Soft Skills): 75 individuals

Entered in Training: 75 individuals

Placement in Employment: 75 individuals

Activity (new enrollees)	GOAL	Aug.- Oct.	Nov.- Jan.	Feb.- Apr.	May- July
Outreach & Recruitment	75	15	20	20	20
Register, Assess, and Service Strategy Development	75	15	20	20	20
Workforce Preparation (Soft Skills)	75	15	20	20	20
Entered in Training	75	15	20	20	20
Placements	75	15	20	20	20





Please note that it is understood that this budget is preliminary and subject to change as the program is implemented. Local areas are not required to adhere to the budget limits per line (except LDC admin cost), provided that spending conforms to these cost categories.

# Gun Violence Prevention Initiative Outside of NYC - Project Plan Budget

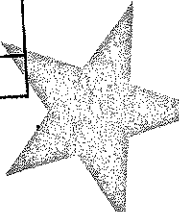
Local Area Name: Oysterbay, Glen Cove, Hempstead  
Impacted Cities/Towns: Hicksville, NY, Bethpage, NY, Jericho, NY

Funding Amount: \$375,000

Participants: 75

Cost per Participant Cap: \$ 5,000

Category	People/Participant Reporting Code	People/Participant Description	Budget Amount	# of Units/Participants Receiving FTEs	Budget Narrative	Instructions
1 Program Staffing and Outreach Costs (Salaries, Fringe, related facility costs, staff travel, outreach and recruitment costs)	513700	Career Services	\$ 164,257	3	Two additional staff and the current Program Coordinator	For program duties including participant outreach and recruitment, enrollment, assessment, counseling, placement in training and job, case management, include Staff salaries, staff duties that benefit youth. Include cost of contracted program staff if used.
2 Administration up to 10%	516000	Admin	\$ 37,500	4	10% of overall grant	For fiscal, legal, HR management duties only.
3 Equipment (State definition: \$1,000 or greater value with useful life over 1 year, must be pre-approved by NYSCOL)	516102	Technology	\$ 2,000		Printer, zoom webcams, and other equipment needs	Include multiple rows if needed
4 Participant payments for activities	512100 / 514000	Transitional Jobs / NERPs for stipends and incentives	\$ 40,000			Includes Transitional Job wages and fringe for participant work performed, participation stipends, and participant achievement incentive payments
5 On the Job Training (OJT) participant wage reimbursement to employers	513500	OJT	\$ 5,000			Up to 90% of participant wages with the expectation that employment will continue after the OJT period if the youth performs successfully.
6 Classroom Training	513100	Training General	\$ 50,000		Send to vocational services training and skills development	Connect youth to comprehensive and customized occupational training and will include literacy, job-specific skills, professional credentials, business-relevant computer literacy, high-tech and job preparation workforce services.
7 Supportive Services (include electronic devices for participants if under \$1,000 each)	515000	Supportive Services	\$ 66,203		Providing technological support such as laptops and internet. Transportation services and legal services.	<ul style="list-style-type: none"> <li>(a) Uniques to community services;</li> <li>(b) Assistance with transportation;</li> <li>(c) Assistance with child care and dependent care;</li> <li>(d) Assistance with housing;</li> <li>(e) Assistance with educational testing;</li> <li>(f) Reasonable accommodations for individuals with disabilities;</li> <li>(g) Legal aid services;</li> <li>(h) Referrals to health care;</li> <li>(i) Assistance with uniforms or other appropriate work attire and work-related tools, including such items as eyeglasses and protective eye gear;</li> <li>(j) Assistance with books, fees, school supplies, and other necessary items for students enrolled in postsecondary education classes; and</li> <li>(k) Payments and fees for employment and training-related applications, tests, and certifications.</li> </ul>
8 Other participant needs	516107	Other	\$ 10,000		Miscellaneous costs such as emergency trips and extraordinary situations	Includes items not covered under other categories, including: Participant Meals and Snacks served during program activities to support attendance, engagement, and learning. Extraordinary participant travel needs such as bus rental to activities.
Total Costs			\$ 375,000			



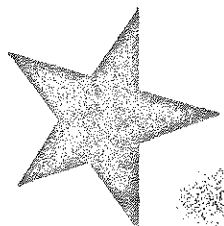




Department  
of Labor

## SECTION IV

### STATE OF NEW YORK MASTER CONTRACT FOR GRANTS STANDARD TERMS AND CONDITIONS





**STATE OF NEW YORK  
MASTER CONTRACT FOR GRANTS**

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

**WITNESSETH:**

**WHEREAS**, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

**WHEREAS**, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

**NOW THEREFORE**, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

**STANDARD TERMS AND CONDITIONS**

**I. GENERAL PROVISIONS**

**A. Executory Clause:** In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

**B. Required Approvals:** In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

**Budget Changes:** An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than



appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

**G. Governing Law:** The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

**H. Severability:** Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability; without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

**I. Interpretation:** The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

**J. Notice:**

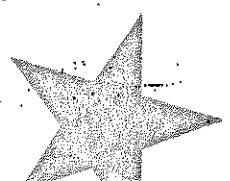
1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:

- a) by certified or registered United States mail, return receipt requested;
- b) by facsimile transmission;
- c) by personal delivery;
- d) by expedited delivery service; or
- e) by e-mail.

2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).

3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).

4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.





**O. Legal Action:** No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Master Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit; joining or threatening to join as a party to ongoing litigation; or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

**P. No Arbitration:** Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**Q. Secular Purpose:** Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

**R. Partisan Political Activity and Lobbying:** Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

**S. Reciprocity and Sanctions Provisions:** The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.<sup>3</sup>

**T. Reporting Fraud and Abuse:** Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

**U. Non-Collusive Bidding:** By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor's behalf.

**V. Federally Funded Grants and Requirements Mandated by Federal Laws:** All of the Specific Federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto. To the extent

<sup>3</sup>As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.





### C. Termination:

#### 1. Grounds:

a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.

c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.

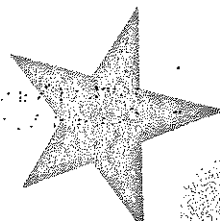
e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

#### 2. Notice of Termination:

a) Service of notice: Written notice of termination shall be sent by:

(i) personal messenger service; or



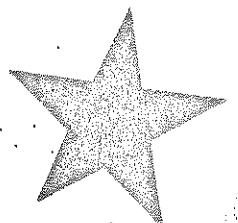


as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

### III. PAYMENT AND REPORTING

#### A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.





The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement.<sup>4</sup> Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement.<sup>5</sup> Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement.<sup>6</sup> Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

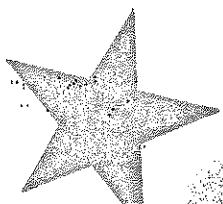
g) Scheduled Reimbursement.<sup>7</sup> The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service

<sup>4</sup> A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

<sup>5</sup> Fee for Service is a rate established by the Contractor for a service or services rendered.

<sup>6</sup> Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

<sup>7</sup> Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.





1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

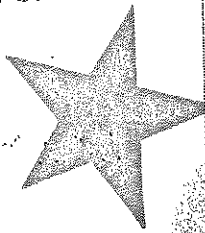
#### **E. Refunds:**

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

**F. Outstanding Amounts Owed to the State:** Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

#### **G. Program and Fiscal Reporting Requirements:**





(i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

(ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

#### H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

### IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

#### A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor





5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required, supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

#### C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

#### D. Property:

Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.

b) If the State consents in writing, the Contractor may retain possession of Property owned by the State; as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.

c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.



(e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records; payroll journals, cash and check disbursement records including copies of money orders and the like; vouchers and invoices; records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers; sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

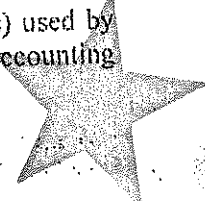
c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

## **2. Cost Allocation:**

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.





submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

**H. Web-Based Applications-Accessibility:** Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

**I. Non-Discrimination Requirements:** Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

**J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises:** In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of



women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Master Contract and agrees to cooperate with the State in these efforts.

#### **L. Workers' Compensation Benefits:**

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

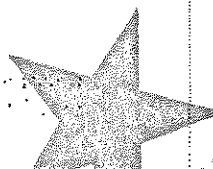
2. If a Contractor believes they are exempt from the Workers' Compensation insurance requirement they must apply for an exemption.

**M. Unemployment Insurance Compliance:** The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;

2. any debts owed for UI contributions, interest, and/or penalties;





to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

- a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
- b) the State's discovery of any material information which pertains to the Contractor's responsibility.

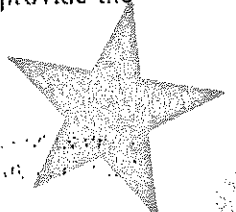
7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

**O. Charities Registration:** If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

**P. Consultant Disclosure Law:**<sup>9</sup> If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

**Q. Wage and Hours Provisions:** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the

<sup>9</sup> Not applicable to not-for-profit entities.







Department  
of Labor

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## SECTION V

### QUESTIONS AND ANSWERS





## Q & A's from the GVP Local Initiative updated 8/12/2021

### 1. Can we do OJT 75% paid, 25% business?

Yes, you can pay up to 90% of wages with the expectation that the business will keep the participant after the OJT period has expired, if they have performed successfully.

### 2. Can college students in the zip codes be served?

Individuals who are enrolled in college full time can NOT be served under this initiative. However, if the youth is enrolled in p/t or not full-time college or courses they can be served under this initiative, but they must be within the priority zip code for that local area.

### 3. Are youth age 18 who are in high school eligible?

No, high school participants should be served under other programs.

### 4. Does work experience count as employment?

Work experience can be employment depending on the circumstances. If the participant is performing work and providing a service or product to the employer that would normally result in a wage, an employee, employer relationship exists, and a wage must be paid, and this would count as employment. While work experiences are temporary, the ultimate goal is placement in permanent employment.

### 5. Do youth have to be in a job for a certain amount of time?

Permanent or year-round employment is the goal (in contrast to summer employment). The position the youth is placed in should remain available to the youth.

### 6. Can youth do work experience as they are getting their GED so they can take training?

We need more information on this question, please email us.

### 7. Can funds be used for food, clothing, other needs under support services?

Yes, however you must have a written policy (at least in draft form and approved by your board chair) to provide these supportive services to submit with your plan. You should also plan for this policy to be reviewed and approved at your next board meeting.

### 8. Can they purchase laptops for youth?

Yes, provided you have a supportive services policy (can be in draft form for submission with the plan and approved before payment is made consistent with #7) in place which includes a reasonable tracking mechanism for storing and issuing the devices to participants in need and a procedure to attempt recovery of technology from dropouts.

### 9. Can we pay to bring in mental health professionals to have sessions with youth?

Yes, this should be part of supportive services. You should include these supportive services in your plan.

Note: the individual information is confidential for OSOS purposes.



19. Are daycare/childcare expenses allowed while in training or employment?

Yes

20. Are we allowed to fund for advertising/outreach?

Yes

21. Are there any disallowed costs?

Please share any programs/initiatives that you want to support in your plan, and these will be reviewed on a case-by-case basis by NYSDOL. We are trying to be flexible and ask that you use your best judgment in outlining costs.

22. Are we to go by specific definitions when determining GVP eligibility?

GVP eligibility should be determined based on the GVP eligibility guidelines provided on your GVP Local Initiative plans. See eligibility guidance below.

#### Eligibility for Program Participants

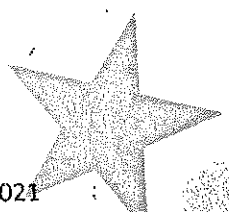
- The Program will serve unemployed, under-employed and out-of-school youth between age 18 and 24 in areas of cities impacted by gun violence.
- The Program will not serve youth enrolled in college; and
- At least 75% of program participants must reside within specified priority zip codes provided by NYSDOL.

23. When we use the term "unemployed" is it defined as collecting U.I. and seeking work or, in this case, just seeking work?

Unemployed would be seeking work.

24. What do we consider the definition for "underemployed"? Is the definition for "out-of-school youth" the WIOA definition with all its conditions or something simpler?

Please use this definition, Underemployed individuals, as defined by WIOA, may include (1) individuals employed less than full-time who are seeking full-time employment; (2) individuals who are employed in a position that is inadequate with respect to their skills and training; (3) individuals who are employed who meet the definition of a low-income individual in WIOA sec. 3(36); and (4) individuals who are employed, but whose current job's earnings are not sufficient compared to their previous job's earnings from their previous employment, per State or local policy.





29. Can we sub-contract (all or some of GVP) and what are the procurement policies? (A local RFP process can take up to 8 weeks to finalize). Do we need a contract/budget with the outside agency? Will a simple MOU suffice?

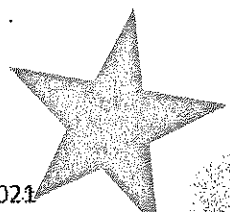
Yes, and you will need to follow your local policies for sub-contracting.

30. Are we to track activities (i.e., Outreach/Recruitment, Register/Assess/ISS, Workforce Prep, Entered Training, Placements)? If so, will an OSOS management report be devised for this purpose? Will NYSDOL provide a spreadsheet to be used for this purpose? Are we to develop our own spreadsheet or tracking system?

Please reference the response to number 28. Everything but outreach and recruitment numbers will be recorded in OSOS. NYSDOL will look into how existing management reports may be used to retrieve the information requested for GVP local initiative.

31. Do we need to serve participants year-round like we do under WIOA?

No, these participants do not need to be served year-round because the initiative is state funded.



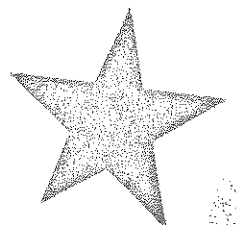




Department  
of Labor

## SECTION VI

### PROGRAM GUIDANCE LETTER





New York State Department of Labor  
W. Averell Harriman State Office Campus  
Building 12, Room 440, Albany, NY 12240  
www.labor.ny.gov

**Workforce Development System  
Program Guidance Letter  
August XX, 2021**

**To:** Workforce Development Community

**SUBJECT:** Guidance for Local Workforce Development Boards (LWDBs) on the Gun Violence Prevention (GVP) Initiative

**ACTION**

**1. Funding**

The New York State Department of Labor (NYSDOL) will issue \$16M in State funding to applicable LWDBs for the GVP Initiative through a Notice of Obligational Authority (NOA) process. Issued State funding to LWDBs for the GVP Initiative is subject to the following Workforce Development System Technical Advisories (WDS TAs):

- #11-2.4: UPDATED Financial Reporting and Cash Draw-down Policy and Procedures for Workforce Innovation and Opportunity Act, Workforce Investment Act, Trade Adjustment Act and Other Federal Funding;
- #16-02: Retention of Records by Local Workforce Development Boards;
- #17-03: Renovation Costs and Equipment Acquisitions Utilizing Workforce Innovation and Opportunity Act (WIOA) Funds;  
\*Note that for the GVP Initiative, prior approval from NYSDOL is required for any equipment acquisition costing \$1,000 or more.
- #17-04: Final Fiscal Closeout of Expiring Federal Funds;
- #21-04: Monitoring – New York State Department of Labor (NYSDOL) Workforce Innovation and Opportunity Act (WIOA) Monitoring/Oversight of and Provision of Technical Assistance to Local Workforce Development Boards (LWDBs) and LWDB Responsibilities Relating to NYSDOL's Monitoring Process; and
- #21-05: Monitoring – Remote and/or Onsite Subrecipient Oversight and Monitoring Responsibilities for Chief Elected officials (CEOs) and Local Workforce Development Boards (LWDBs).

**2. Allowable Costs**

Allowable costs for the GVP Initiative include:

**WE ARE YOUR DOL**



Diligence Request – [Business Name]." Please also CC the appropriate Business Services Representative on the email request.

- Skill Gap Analysis – The business must provide information on its skill gap(s) and how it determined its need for OJT(s).
- Training Plans – The business must provide a training plan for each trainee that includes:
  - Trainee name and job title;
  - Supervisor name and job title;
  - Trainee wage and reimbursement percentage;
  - Start and end dates of training;
  - Number of hours of training;
  - Job description;
  - Skills and competencies to be learned; and
  - How the successful completion of training will be measured (i.e., minimum number of hours to be completed, a business evaluation, and/or mastery of skill(s)).

NYSDOL developed a template for the training plan, available on the GVP Initiative section of NYSDOL's Program and Tools webpage.

- Monitoring – Monitoring of the OJT worksite must take place at the mid-point and end of the training period. Virtual OJT monitoring will be permitted.

#### 4. Data Reporting

A GVP Initiative One-Stop Operating System (OSOS) Desk Guide was created to assist staff in recording services provided to youth participating in the initiative. All staff completing data entry must comply with WDS TA #17-07: Use of One-Stop Operating System and Re-Employment Operating System.

#### BACKGROUND

On July 6, 2021, former NYS Governor Andrew M. Cuomo signed Executive Order No. 211: Declaration of a State Wide Disaster Emergency Due to Gun Violence. On July 21, 2021, the former Governor announced \$16M in State-issued funding to fund workforce training and job placement programs for 3,200 youth in 20 cities across NYS most impacted by gun violence.

#### INQUIRIES

Questions regarding this WDS TA should be sent to XXXX@labor.ny.gov.

NYSDOL has also created a Question and Answer document, updated periodically, and available on the GVP Initiative section of NYSDOL's Programs and Tools webpage.

**WE ARE YOUR DOL**



Department  
of Labor

DRAFT 08-13-2021

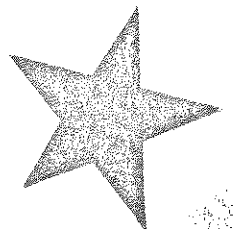




Department  
of Labor

## SECTION VII

### ATTESTATION





# Gun Violence Prevention Initiative Subrecipient Attestation

I, \_\_\_\_\_ [NAME], in my capacity as \_\_\_\_\_ [TITLE] and on behalf of \_\_\_\_\_ [SUBRECIPIENT NAME], hereinafter referred to as "Subrecipient":

- ☐ Affirm and assert that the Subrecipient has received and reviewed Notice of Award/Obligation Subrecipient Agreement and associated attachments, hereinafter collectively referred to as the "Agreement", for the Gun Violence Prevention Initiative (GVP);
- ☐ Affirm that the Subrecipient possesses the capacity to fulfill all responsibilities identified in the Agreement and assume liability for funds received; and
- ☐ Agree to comply with all applicable state statutes, regulations, and award terms and conditions as reflected in the Agreement.

*Signature of Chief Elected Official (CEO) or authorized signatory for the Local Workforce Development Area for fiscal reporting to NYS Department of Labor is required below.*

Date:		Signature:	
Mr. <input type="checkbox"/>	Typed Name of Signatory:		
Ms. <input type="checkbox"/>			
Other <input type="checkbox"/>			
Title:			
Address 1:			
Address 2:			
City:			
State:		Zip:	
Phone:		E-mail:	

**Submittal directions:** An original signature is not required for this attestation. Electronic signatures are acceptable. Please complete and save with digital signature (or print and scan). Email the Portable Document Format (PDF) to: [Dews.aers-taa@labor.ny.gov](mailto:Dews.aers-taa@labor.ny.gov) or [Sharie.FitzGibbon@labor.ny.gov](mailto:Sharie.FitzGibbon@labor.ny.gov)

If you prefer to mail the attestation with an original signature, please mail to:

NYS Department of Labor  
Division of Employment & Workforce Solutions  
Office of Workforce Investments  
Gov. Harriman State Office Campus  
Building 12, Room 436  
Albany, NY 12240

Reviewed By  
Office of Town Attorney



Meeting of May 10, 2022

Resolution No. 336-2022

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

WHEREAS, Steven C. Ballas, Town Comptroller, by memorandum dated April 22, 2022, stated that on behalf of the Town of Oyster Bay, he filed the 2022 Annual Financial Report of the Town of Oyster Bay with the New York State Comptroller, and will file a copy thereof in the Office of the Town Clerk by May 1, 2022; and

WHEREAS, Town Comptroller Ballas, by said memorandum, recommended Town Board authorization for the Town Clerk to publish a legal notice stating that a copy of the 2021 Annual Financial Report of the Town of Oyster Bay is on file in the Office of the Town Clerk, and is available for public inspection and copying,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted and approved, and the Town Clerk is hereby authorized and directed to publish a legal notice stating that a copy of the 2021 Annual Financial Report of the Town of Oyster Bay is on file in the Office of the Town Clerk and is available for public inspection and copying.

-#-

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

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



4/27/22  
Reviewed By  
Office of Town Attorney  
Elizabeth A. Laughman

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN, That the Comptroller of the Town of Oyster Bay has submitted to the Town Clerk of the Town of Oyster Bay the 2021 Annual Financial Report of the Town of Oyster Bay, and that a copy of such report will be filed in the Office of the Town Clerk, and will be available as a public record for inspection by all interested persons. TOWN BOARD OF TOWN OF OYSTER BAY. JOSEPH S. SALADINO, SUPERVISOR. RICHARD LaMARCA, TOWN CLERK. Dated: May 10, 2022, Oyster Bay, New York.



## TOWN OF OYSTER BAY

## Inter-Departmental Memo

April 22, 2022

**To: MEMORANDUM DOCKET****From: STEVEN C. BALLAS, COMPTROLLER****Subject: PREPARATION AND FILING OF THE 2021 ANNUAL FINANCIAL  
REPORT OF THE TOWN OF OYSTER BAY**

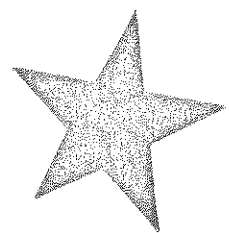
In accordance with Section 30 of the General Municipal Law and Resolution of the Town Board dated December 18, 1962, I, on behalf of the Town of Oyster Bay, filed with the New York State Comptroller the 2021 Annual Financial Report of the Town of Oyster Bay, on or before April 30, 2022.

Further, in accordance with Section 29, subdivision 10-a of the Town Law, I will file with the Town Clerk, on or before May 1, 2022 the 2021 Annual Financial Report of the Town of Oyster Bay. In accordance with said law, I will recommend the Town Board at its meeting of May 10, 2022, by resolution, authorize the Town Clerk to publish a legal notice stating that a copy of the 2021 Annual Financial Report of the Town of Oyster Bay is on file in the Town Clerk's Office and is available for public inspection and copying.

  
STEVEN C. BALLAS  
COMPTROLLER

SCB:RPP

cc: IAD (AFR File)  
Reading File





Meeting of May 10, 2022

Resolution No 337-2022

WHEREAS, Auxiliary Police perform many police functions, such as crowd control, crossing guards, traffic control, and many other activities, all of which allow the regular police to pursue other important aspects of maintaining order within the Town of Oyster Bay; and

WHEREAS, said activities of the Auxiliary Police preserve the public peace and good order and promote the safety and general welfare within the Town; and

WHEREAS, the Town Board deems the activities of the Auxiliary Police to be in the public interest of the residents of the Town; and

WHEREAS, Frank M. Scalera, Town Attorney, and Jeffrey Lesser, Deputy Town Attorney, by memorandum dated April 25, 2022, recommended and requested that the Town Board authorize the Supervisor, or his designee, to execute agreements with the Auxiliary Police Units of Bayville, Oyster Bay, Syosset, Jericho, Hicksville, Farmingdale, Massapequa Park, Massapequa and Plainview for the payment in the amount of One Thousand, Five Hundred Dollars (\$1,500.00) to each Unit for the term of May 1, 2022 through April 30, 2023, *nunc pro tunc*, with said funds to be used by the Units to recruit, equip and train their members, and to continue their valued mission and activities within the Town,

NOW, THEREFORE, BE IT RESOLVED, That the Supervisor, or his designee, is hereby authorized and directed to enter into agreements with the Auxiliary Police Units of Bayville, Oyster Bay, Syosset, Jericho, Hicksville, Farmingdale, Massapequa Park, Massapequa and Plainview, for the payment in the amount of One Thousand, Five Hundred Dollars (\$1,500.00) to each Unit, for the term of May 1, 2022 through April 30, 2023, *nunc pro tunc*, with said funds to be used by the Units to recruit, equip and train their members, and to continue their valued mission and activities within the Town; and be it further

RESOLVED, That the Office of the Comptroller is hereby authorized and directed to make payments for same, upon submission of duly certified claims therefor, after audit, with said funds to be drawn from Account No. TWN A 1989 47900 000 0000.

#

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

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

Reviewed By  
Office of Town Attorney



337

Town of Oyster Bay  
Inter-Departmental Memo

**TO** : MEMORANDUM DOCKET  
**FROM** : Office of the Town Attorney  
**DATE** : April 25, 2022  
**SUBJECT**: Auxiliary Police


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Auxiliary Police perform many police functions, such as crowd control, crossing guards, traffic control, and many other activities, all of which allow the regular police to pursue other important aspects of maintaining order within the Town of Oyster Bay.

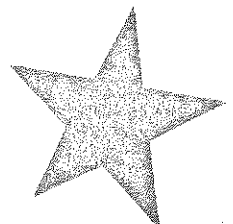
The Town deems the activities of the Auxiliary Police to be in the public interest of the inhabitants of the Town. It would be beneficial, therefore, for the Town to enter into agreements with the Bayville, Oyster Bay, Syosset, Jericho, Hicksville, Farmingdale, Massapequa Park, Massapequa and Plainview Auxiliary Units, for the payment in the amount of One Thousand, Five Hundred Dollars (\$1,500.00) to each Unit, for the term of May 1, 2022 through April 30, 2023, *nunc pro tunc*. The funds will be used by the Units to recruit, equip and train their members, and to continue their valued mission and activities within the Town.

The funds for said payment are to be drawn from Account No. TWN A 1989 47900  
000 0000.

FRANK M. SCALERA  
TOWN ATTORNEY

  
Jeffrey A. Lesser  
Deputy Town Attorney

JAL:jal  
Attachment





Reviewed By  
Office of Town Attorney

WHEREAS, Auxiliary Police perform many police functions, such as crowd control, crossing guards, traffic control, and many other activities, all of which allow the regular police to pursue other important aspects of maintaining order within the Town of Oyster Bay; and

WHEREAS, said activities of the Auxiliary Police preserve the public peace and good order and promote the safety and general welfare within the Town; and

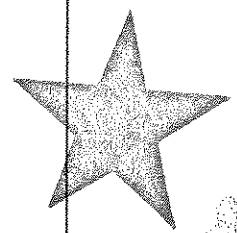
WHEREAS, the Town Board deems the activities of the Auxiliary Police to be in the public interest of the residents of the Town; and

WHEREAS, Frank M. Scalera, Town Attorney, and Jeffrey Lesser, Deputy Town Attorney, by memorandum dated April 25, 2022, recommended and requested that the Town Board authorize the Supervisor, or his designee, to execute agreements with the Auxiliary Police Units of Bayville, Oyster Bay, Syosset, Jericho, Hicksville, Farmingdale, Massapequa Park, Massapequa and Plainview for the payment in the amount of One Thousand, Five Hundred Dollars (\$1,500.00) to each Unit for the term of May 1, 2022 through April 30, 2023, *nunc pro tunc*, with said funds to be used by the Units to recruit, equip and train their members, and to continue their valued mission and activities within the Town,

NOW, THEREFORE, BE IT RESOLVED, That the Supervisor, or his designee, is hereby authorized and directed to enter into agreements with the Auxiliary Police Units of Bayville, Oyster Bay, Syosset, Jericho, Hicksville, Farmingdale, Massapequa Park, Massapequa and Plainview, for the payment in the amount of One Thousand, Five Hundred Dollars (\$1,500.00) to each Unit, for the term of May 1, 2022 through April 30, 2023, *nunc pro tunc*, with said funds to be used by the Units to recruit, equip and train their members, and to continue their valued mission and activities within the Town; and be it further

RESOLVED, That the Office of the Comptroller is hereby authorized and directed to make payments for same, upon submission of duly certified claims therefor, after audit, with said funds to be drawn from Account No. TWN A 1989 47900 000 0000.

#





AGREEMENT

DATED: *April 18*, 2022

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

BAYVILLE AUXILIARY POLICE UNIT 304, with offices at 1194 Prospect Avenue, Westbury, New York 11590, and hereinafter referred to as the "AUXILIARY".

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, performs many police functions, such as crowd control, crossing guards, traffic control and other activities, which allow the regular police to pursue other important aspects of maintaining order in our society; and

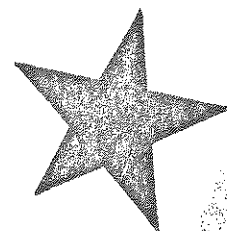
WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance,

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

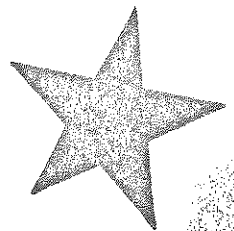
1. The Auxiliary will continue to perform its many routine police functions, such as crowd





control, crossing guards, traffic control and other activities.

2. The Town will pay to the Auxiliary the sum of One Thousand, Five Hundred Dollars (\$1,500.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest herein, or any monies due or to become due hereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.
5. The Auxiliary shall provide a copy of the Nassau County Police accounting protocols provided to each Unit and agrees to follow the Nassau County Police accounting protocols.
6. Each Unit is to submit a detailed ledger of all funds received and used, submit a reconciliation sheet with monies received and used, and submit a copy of all bank statements for the year justifying expenditures.
7. The Term of this Agreement herein shall be from May 1, 2022 through and including April 30, 2023, subject to the terms and conditions set forth herein.





IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

TOWN OF OYSTER BAY

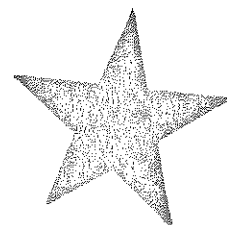
BY: \_\_\_\_\_

BAYVILLE AUXILIARY POLICE  
UNIT 304

Insp. *Thera Meler*  
Inspector For Unit 304

Reviewed:

\_\_\_\_\_  
Deputy Town Attorney





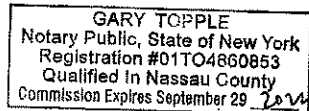
STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NASSAU )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he resides at \_\_\_\_\_; that he is the \_\_\_\_\_ of the Town of Oyster Bay, the municipal corporation described herein and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of said corporation, and that he signed his name thereto by like order.

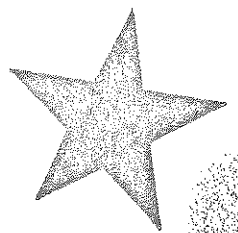
\_\_\_\_\_  
Notary Public

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

On the 18 day of April, 2022, before me personally appeared Kevin Mellon, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



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





AGREEMENT

DATED: April 15, 2022

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

OYSTER BAY AUXILIARY POLICE UNIT 306, with offices at 1194 Prospect Avenue, Westbury, New York 11590, and hereinafter referred to as the "AUXILIARY".

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, performs many police functions, such as crowd control, crossing guards, traffic control and other activities, which allow the regular police to pursue other important aspects of maintaining order in our society; and

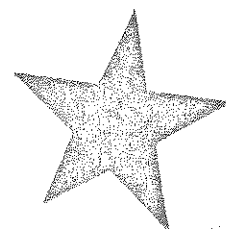
WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance,

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

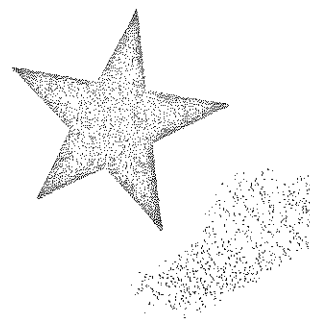
1. The Auxiliary will continue to perform its many routine police functions, such as crowd





control, crossing guards, traffic control and other activities.

2. The Town will pay to the Auxiliary the sum of One Thousand, Five Hundred Dollars (\$1,500.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest herein, or any monies due or to become due hereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.
5. The Auxiliary shall provide a copy of the Nassau County Police accounting protocols provided to each Unit and agrees to follow the Nassau County Police accounting protocols.
6. Each Unit is to submit a detailed ledger of all funds received and used, submit a reconciliation sheet with monies received and used, and submit a copy of all bank statements for the year justifying expenditures.
7. The Term of this Agreement herein shall be from May 1, 2022 through and including April 30, 2023, subject to the terms and conditions set forth herein.



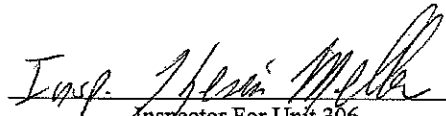


IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

TOWN OF OYSTER BAY

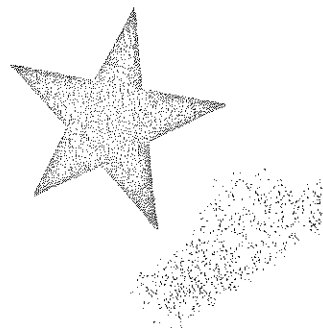
BY: \_\_\_\_\_

OYSTER BAY AUXILIARY POLICE  
UNIT 306

  
Inspector For Unit 306

Reviewed:

\_\_\_\_\_  
Deputy Town Attorney





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

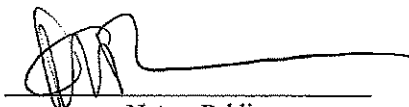
On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he resides at \_\_\_\_\_; that he is the \_\_\_\_\_ of the Town of Oyster Bay, the municipal corporation described herein and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of said corporation, and that he signed his name thereto by like order.

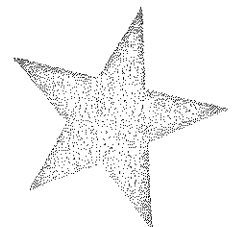
\_\_\_\_\_  
Notary Public

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

On the 18 day of April, 2022, before me personally appeared KEVIN MELEN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

GARY TOPPLE  
Notary Public, State of New York  
Registration #01TO4860853  
Qualified In Nassau County  
Commission Expires September 28, 2024

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





AGREEMENT

DATED: Apr. 18, 2022

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

SYOSSET AUXILIARY POLICE UNIT 309, with offices at 1194 Prospect Avenue, Westbury, New York 11590, and hereinafter referred to as the "AUXILIARY".

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, performs many police functions, such as crowd control, crossing guards, traffic control and other activities, which allow the regular police to pursue other important aspects of maintaining order in our society; and

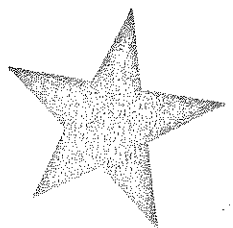
WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance,

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

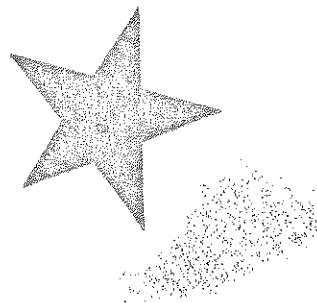
1. The Auxiliary will continue to perform its many routine police functions, such as crowd





control, crossing guards, traffic control and other activities.

2. The Town will pay to the Auxiliary the sum of One Thousand, Five Hundred Dollars (\$1,500.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest herein, or any monies due or to become due hereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.
5. The Auxiliary shall provide a copy of the Nassau County Police accounting protocols provided to each Unit and agrees to follow the Nassau County Police accounting protocols.
6. Each Unit is to submit a detailed ledger of all funds received and used, submit a reconciliation sheet with monies received and used, and submit a copy of all bank statements for the year justifying expenditures.
7. The Term of this Agreement herein shall be from May 1, 2022 through and including April 30, 2023, subject to the terms and conditions set forth herein.





IN WITNESS WHEREOF, the parties have executed this Agreement as of the  
date first above written.

TOWN OF OYSTER BAY

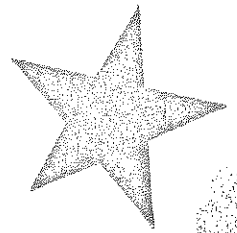
BY: \_\_\_\_\_

SYOSSET AUXILIARY POLICE UNIT 309

Insp. *Helia Miller*  
Inspector For Unit 309

Reviewed:

\_\_\_\_\_  
Deputy Town Attorney





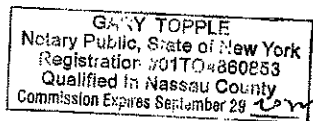
STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NASSAU )

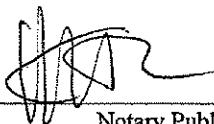
On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he resides at \_\_\_\_\_; that he is the \_\_\_\_\_ of the Town of Oyster Bay, the municipal corporation described herein and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of said corporation, and that he signed his name thereto by like order.

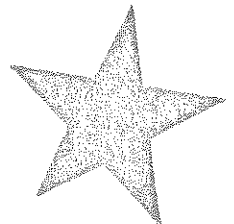
\_\_\_\_\_  
Notary Public

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

On the 18 day of APRIL, 2022, before me personally appeared KEVIN MELLEN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



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





AGREEMENT

DATED: April 18, 2022

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

JERICHO AUXILIARY POLICE UNIT 311, with offices at 1194 Prospect Avenue, Westbury, New York 11590, and hereinafter referred to as the "AUXILIARY".

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, performs many police functions, such as crowd control, crossing guards, traffic control and other activities, which allow the regular police to pursue other important aspects of maintaining order in our society; and

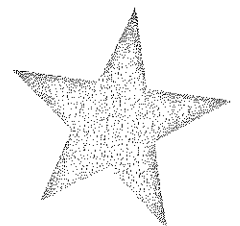
WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance,

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

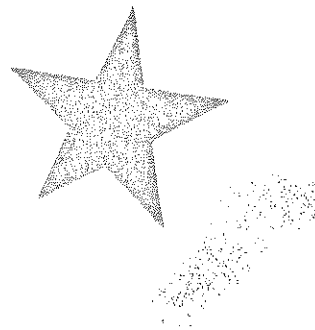
1. The Auxiliary will continue to perform its many routine police functions, such as crowd





control, crossing guards, traffic control and other activities.

2. The Town will pay to the Auxiliary the sum of One Thousand, Five Hundred Dollars (\$1,500.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest herein, or any monies due or to become due hereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.
5. The Auxiliary shall provide a copy of the Nassau County Police accounting protocols provided to each Unit and agrees to follow the Nassau County Police accounting protocols.
6. Each Unit is to submit a detailed ledger of all funds received and used, submit a reconciliation sheet with monies received and used, and submit a copy of all bank statements for the year justifying expenditures.
7. The Term of this Agreement herein shall be from May 1, 2022 through and including April 30, 2023, subject to the terms and conditions set forth herein.





IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

TOWN OF OYSTER BAY

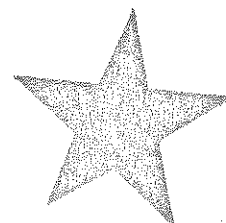
BY: \_\_\_\_\_

JERICO AUXILIARY POLICE  
UNIT 311

Insp. *Henry M. M...*  
Inspector For Unit 311

Reviewed:

\_\_\_\_\_  
Deputy Town Attorney





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

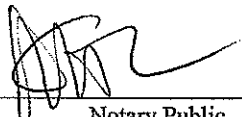
On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he resides at \_\_\_\_\_; that he is the \_\_\_\_\_ of the Town of Oyster Bay, the municipal corporation described herein and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of said corporation, and that he signed his name thereto by like order.

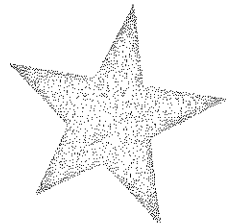
\_\_\_\_\_  
Notary Public

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

On the 18 day of April, 2022, before me personally appeared KEVIN MULLER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

GARY TOPPLE  
Notary Public, State of New York  
Registration #01TO4860853  
Qualified In Nassau County  
Commission Expires September 28 2024

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





AGREEMENT

DATED: Apr 18, 2022

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

HICKSVILLE AUXILIARY POLICE UNIT 312, with offices at 1194 Prospect Avenue, Westbury, New York 11590, and hereinafter referred to as the "AUXILIARY".

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, performs many police functions, such as crowd control, crossing guards, traffic control and other activities, which allow the regular police to pursue other important aspects of maintaining order in our society; and

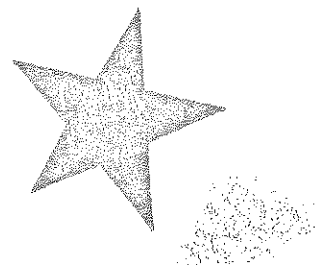
WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance,

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

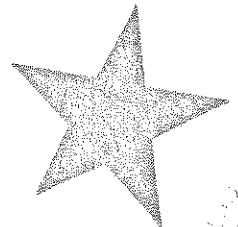
1. The Auxiliary will continue to perform its many routine police functions, such as crowd





control, crossing guards, traffic control and other activities.

2. The Town will pay to the Auxiliary the sum of One Thousand, Five Hundred Dollars (\$1,500.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest herein, or any monies due or to become due hereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.
5. The Auxiliary shall provide a copy of the Nassau County Police accounting protocols provided to each Unit and agrees to follow the Nassau County Police accounting protocols.
6. Each Unit is to submit a detailed ledger of all funds received and used, submit a reconciliation sheet with monies received and used, and submit a copy of all bank statements for the year justifying expenditures.
7. The Term of this Agreement herein shall be from May 1, 2022 through and including April 30, 2023, subject to the terms and conditions set forth herein.



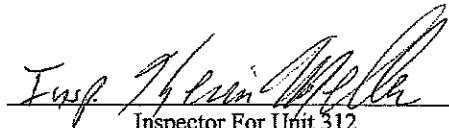


IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

TOWN OF OYSTER BAY

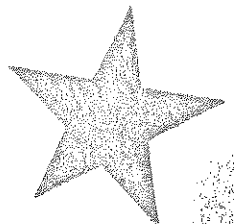
BY: \_\_\_\_\_

HICKSVILLE AUXILIARY POLICE  
UNIT 312

  
Inspector For Unit 312

Reviewed:

\_\_\_\_\_  
Deputy Town Attorney





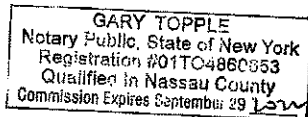
STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NASSAU )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me personally  
came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose  
and say that he resides at \_\_\_\_\_; that he is the  
\_\_\_\_\_ of the Town of Oyster Bay, the municipal corporation described herein  
and which executed the foregoing instrument; that he knows the seal of said corporation; that the  
seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town  
Board of said corporation, and that he signed his name thereto by like order.

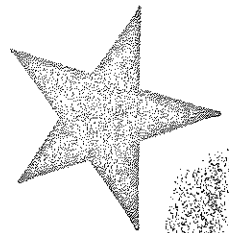
\_\_\_\_\_  
Notary Public

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

On the 18 day of April, 2022, before me personally  
appeared KEVIN MEUSER, personally known to me or proved to me on the  
basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the  
within instrument and acknowledged to me that he/she/they executed the same in his/her/their  
capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the  
person upon behalf of which the individual(s) acted, executed the instrument.



[Signature]  
Notary Public





AGREEMENT

DATED: *Apr 18*, 2022

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

FARMINGDALE AUXILIARY POLICE UNIT 314, with offices at 1194 Prospect Avenue, Westbury, New York 11590, and hereinafter referred to as the "AUXILIARY".

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, performs many police functions, such as crowd control, crossing guards, traffic control and other activities, which allow the regular police to pursue other important aspects of maintaining order in our society; and

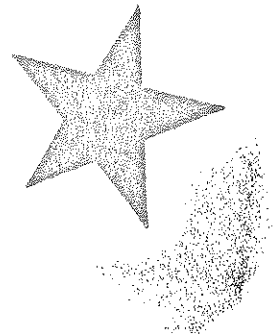
WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance,

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

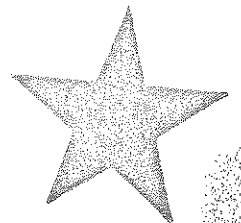
1. The Auxiliary will continue to perform its many routine police functions, such as crowd





control, crossing guards, traffic control and other activities.

2. The Town will pay to the Auxiliary the sum of One Thousand, Five Hundred Dollars (\$1,500.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest herein, or any monies due or to become due hereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.
5. The Auxiliary shall provide a copy of the Nassau County Police accounting protocols provided to each Unit and agrees to follow the Nassau County Police accounting protocols.
6. Each Unit is to submit a detailed ledger of all funds received and used, submit a reconciliation sheet with monies received and used, and submit a copy of all bank statements for the year justifying expenditures.
7. The Term of this Agreement herein shall be from May 1, 2022 through and including April 30, 2023, subject to the terms and conditions set forth herein.



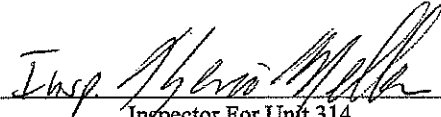


IN WITNESS WHEREOF, the parties have executed this Agreement as of the  
date first above written.

TOWN OF OYSTER BAY

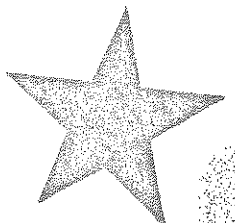
BY: \_\_\_\_\_

FARMINGDALE AUXILIARY POLICE  
UNIT 314

  
Inspector For Unit 314

Reviewed:

\_\_\_\_\_  
Deputy Town Attorney





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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he resides at \_\_\_\_\_; that he is the \_\_\_\_\_ of the Town of Oyster Bay, the municipal corporation described herein and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of said corporation, and that he signed his name thereto by like order.

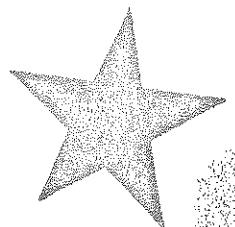
\_\_\_\_\_  
Notary Public

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

On the 18 day of April, 2022, before me personally appeared KEVIN MELLER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

GARY TOPPLE  
Notary Public, State of New York  
Registration #01TO4860853  
Qualified in Nassau County  
Commission Expires September 29

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





AGREEMENT

DATED: April 18, 2022

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

PLAINVIEW AUXILIARY POLICE UNIT 317, with offices at 1194 Prospect Avenue, Westbury, New York 11590, and hereinafter referred to as the "AUXILIARY".

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, performs many police functions, such as crowd control, crossing guards, traffic control and other activities, which allow the regular police to pursue other important aspects of maintaining order in our society; and

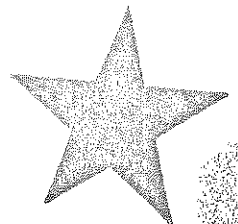
WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance,

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

1. The Auxiliary will continue to perform its many routine police functions, such as crowd

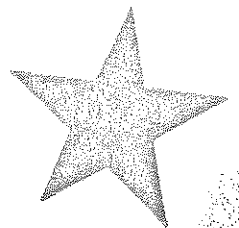




control, crossing guards, traffic control and other activities.

2. The Town will pay to the Auxiliary the sum of One Thousand, Five Hundred Dollars (\$1,500.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest herein, or any monies due or to become due hereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.
5. The Auxiliary shall provide a copy of the Nassau County Police accounting protocols provided to each Unit and agrees to follow the Nassau County Police accounting protocols.
6. Each Unit is to submit a detailed ledger of all funds received and used, submit a reconciliation sheet with monies received and used, and submit a copy of all bank statements for the year justifying expenditures.
7. The Term of this Agreement herein shall be from May 1, 2022 through and including April 30, 2023, subject to the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the



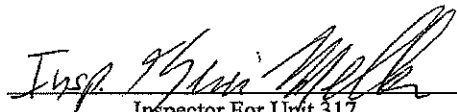


date first above written.

TOWN OF OYSTER BAY

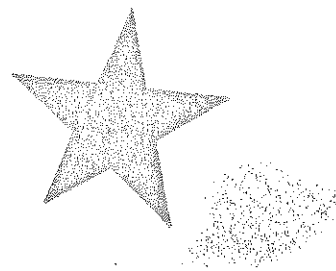
BY: \_\_\_\_\_

PLAINVIEW AUXILIARY POLICE UNIT 317

  
Inspector For Unit 317

Reviewed:

\_\_\_\_\_  
Deputy Town Attorney





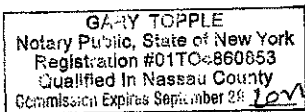
STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NASSAU )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me personally  
came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose  
and say that he resides at \_\_\_\_\_; that he is the  
\_\_\_\_\_ of the Town of Oyster Bay, the municipal corporation described herein  
and which executed the foregoing instrument; that he knows the seal of said corporation; that the  
seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town  
Board of said corporation, and that he signed his name thereto by like order.

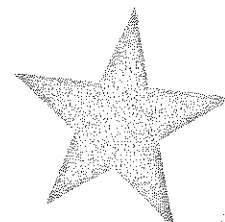
\_\_\_\_\_  
Notary Public

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

On the 18 day of April, 2022, before me personally  
appeared KEVIN HELLER, personally known to me or proved to me on the  
basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the  
within instrument and acknowledged to me that he/she/they executed the same in his/her/their  
capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the  
person upon behalf of which the individual(s) acted, executed the instrument.



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





AGREEMENT

DATED: April 18, 2022

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

MASSAPEQUA PARK AUXILIARY POLICE UNIT 315, with offices at 1194 Prospect Avenue, Westbury, New York 11590, and hereinafter referred to as the "AUXILIARY".

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, performs many police functions, such as crowd control, crossing guards, traffic control and other activities, which allow the regular police to pursue other important aspects of maintaining order in our society; and

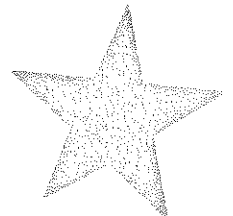
WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance,

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

1. The Auxiliary will continue to perform its many routine police functions, such as crowd

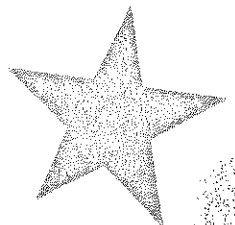




control, crossing guards, traffic control and other activities.

2. The Town will pay to the Auxiliary the sum of One Thousand, Five Hundred Dollars (\$1,500.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest herein, or any monies due or to become due hereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.
5. The Auxiliary shall provide a copy of the Nassau County Police accounting protocols provided to each Unit and agrees to follow the Nassau County Police accounting protocols.
6. Each Unit is to submit a detailed ledger of all funds received and used, submit a reconciliation sheet with monies received and used, and submit a copy of all bank statements for the year justifying expenditures.
7. The Term of this Agreement herein shall be from May 1, 2022 through and including April 30, 2023, subject to the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the





date first above written.

TOWN OF OYSTER BAY

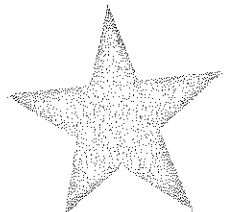
BY: \_\_\_\_\_

MASSAPEQUA PARK AUXILIARY POLICE  
UNIT 315

Insp. Gen. M. M. M.  
Inspector For Unit 315

Reviewed:

\_\_\_\_\_  
Deputy Town Attorney





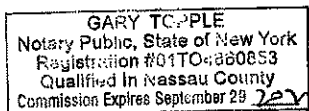
STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NASSAU )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me personally  
came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose  
and say that he resides at \_\_\_\_\_; that he is the  
\_\_\_\_\_ of the Town of Oyster Bay, the municipal corporation described herein  
and which executed the foregoing instrument; that he knows the seal of said corporation; that the  
seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town  
Board of said corporation, and that he signed his name thereto by like order.

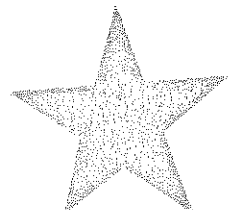
\_\_\_\_\_  
Notary Public

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

On the 18 day of April, 2022, before me personally  
appeared KEVIN MEUER, personally known to me or proved to me on the  
basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the  
within instrument and acknowledged to me that he/she/they executed the same in his/her/their  
capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the  
person upon behalf of which the individual(s) acted, executed the instrument.



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





AGREEMENT

DATED: April 25, 2022

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

MASSAPEQUA AUXILIARY POLICE UNIT 316, with offices at 1194 Prospect Avenue, Westbury, New York 11590, and hereinafter referred to as the "AUXILIARY".

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, performs many police functions, such as crowd control, crossing guards, traffic control and other activities, which allow the regular police to pursue other important aspects of maintaining order in our society; and

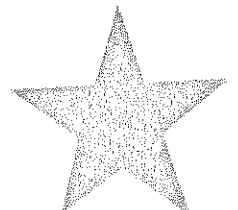
WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance,

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

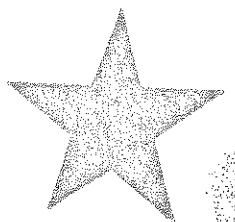
1. The Auxiliary will continue to perform its many routine police functions, such as crowd





control, crossing guards, traffic control and other activities.

2. The Town will pay to the Auxiliary the sum of One Thousand, Five Hundred Dollars (\$1,500.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest herein, or any monies due or to become due hereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.
5. The Auxiliary shall provide a copy of the Nassau County Police accounting protocols provided to each Unit and agrees to follow the Nassau County Police accounting protocols.
6. Each Unit is to submit a detailed ledger of all funds received and used, submit a reconciliation sheet with monies received and used, and submit a copy of all bank statements for the year justifying expenditures.
7. The Term of this Agreement herein shall be from May 1, 2022 through and including April 30, 2023, subject to the terms and conditions set forth herein.





IN WITNESS WHEREOF, the parties have executed this Agreement as of the  
date first above written.

TOWN OF OYSTER BAY

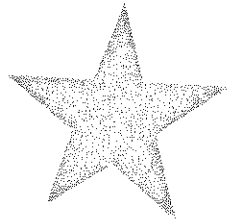
BY: \_\_\_\_\_

MASSAPEQUA AUXILIARY POLICE UNIT  
316

*Insp. [Signature]*  
\_\_\_\_\_  
Inspector For Unit 316

Reviewed:

\_\_\_\_\_  
Deputy Town Attorney





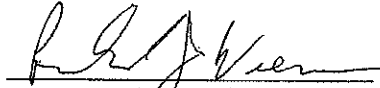
STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NASSAU )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me personally  
came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose  
and say that he resides at \_\_\_\_\_; that he is the  
\_\_\_\_\_ of the Town of Oyster Bay, the municipal corporation described herein  
and which executed the foregoing instrument; that he knows the seal of said corporation; that the  
seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town  
Board of said corporation, and that he signed his name thereto by like order.

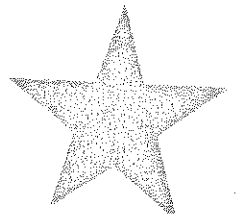
\_\_\_\_\_  
Notary Public

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

On the 25 day of April, 2022, before me personally  
appeared Kevin Meller, personally known to me or proved to me on the  
basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the  
within instrument and acknowledged to me that he/she/they executed the same in his/her/their  
capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the  
person upon behalf of which the individual(s) acted, executed the instrument.

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


RICHARD JOSEPH WIEMER  
NOTARY PUBLIC - STATE OF NEW YORK  
NO. 01WI6415974  
QUALIFIED IN NASSAU COUNTY  
COMMISSION EXPIRES 04/05/2025





Meeting of May 10, 2022

Resolution No 338-2022

7/12/22  
Reviewed By  
Office of Town Attorney  


RESOLVED, That a public hearing will be held in the Hearing Room, Town Hall North, 54 Audrey Avenue, Oyster Bay, New York on the 24<sup>th</sup> day of May, 2022, at 10:00 o'clock a.m. prevailing time on that day, or as soon thereafter as practicable, to consider the application of JEFFREY POMBAR and GEORGE POMBAR, fee owners, for a Revocation of Resolution No 195-84 and a Special Use Permit to allow for the use of an existing dwelling as a two-family dwelling and use of existing storage shed as an accessory internet spice sale business, with associated site improvements, on premises located partially in a General Business ("GB") District and partially in a Residence ("R1-7") District, at 157 Glen Head Road, Glen Head, Town of Oyster Bay, County of Nassau, State of New York and described as Section 20, Block 16, Lot 58 on the Land and Tax Map of Nassau County; and be it further

RESOLVED, That the Town Clerk shall publish notice of such hearing in

newspapers of general circulation within the Town of Oyster Bay.

-#-

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

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



PUBLIC NOTICE

NOTICE is hereby given, pursuant to law, that a public hearing will be held by the Town Board of the Town of Oyster Bay, Nassau County, New York, on Tuesday, May 24, 2022, at 10:00 a.m., prevailing time, or as soon thereafter as may be practicable, in the Hearing Room, Town Hall North, East Building, 54 Audrey Avenue, Oyster Bay, New York, for the purpose of considering an application from JEFFREY POMBAR and GEORGE POMBAR, fee owners, for a Revocation of Resolution No. 195-84 and a Special Use Permit to allow for the use of an existing dwelling as a two-family dwelling and use of existing storage shed as an accessory internet spice sale business, with associated site improvements, on premises located partially in a General Business ("GB") District and partially in a Residence ("R1-7") District, at 157 Glen Head Road, Glen Head, Town of Oyster Bay, County of Nassau, State of New York and described as Section 20, Block 16, Lot 58 on the Land and Tax Map of Nassau County.

Comments may be submitted by email to [publiccomment@oysterbay-ny.gov](mailto:publiccomment@oysterbay-ny.gov), or in writing to Office of the Town Attorney, 54 Audrey Avenue, Oyster Bay, New York 11771,

The abovementioned application is on file and may be viewed daily (except Saturday, Sunday and Holidays) between the hours of 9:00 a.m. and 4:45 p.m., prevailing time, at the Office of the Town Clerk at Oyster Bay and Massapequa. Any person interested in the subject matter of said hearing will be given an opportunity to be heard with reference thereto, at the time and place above designated.

TOWN BOARD OF TOWN OF OYSTER BAY. JOSEPH S. SALADINO, Supervisor.  
RICHARD LaMARCA, Town Clerk.

Dated: May 10, 2022, Oyster Bay, New York.

YMS  
Reviewed By  
Office of Town Attorney



338

Town of Oyster Bay  
Inter-Departmental Memo

**TO** : MEMORANDUM DOCKET

**FROM** : OFFICE OF THE TOWN ATTORNEY

**DATE** : April 18, 2022

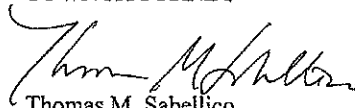
**SUBJECT:** Jeffrey Pombar and George Pombar, fee owners  
Petition for Special Use Permit and  
Revocation of Resolution No. 195-84  
Premises: 157 Glen Head Road, Glen Head, New York  
Section 20, Block 16, Lot 58

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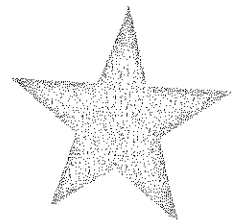
It is requested that the Town Board authorize the Town Clerk to advertise a Notice of Hearing, for a Public Hearing to be held on May 24, 2022, at 10:00 am, in connection with the above referenced matter.

Kindly place this matter on the docket so that the attached Resolution pertaining to this matter can be heard at the May 10, 2022 Town Board meeting.

FRANK M. SCALERA  
TOWN ATTORNEY

  
Thomas M. Sabellico  
Special Counsel

TMS:nb  
Enclosure  
2021-8292





Reviewed By  
Office of Town Attorney

PUBLIC NOTICE

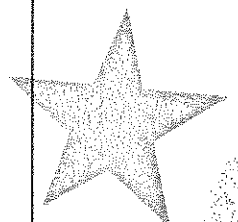
NOTICE is hereby given, pursuant to law, that a public hearing will be held by the Town Board of the Town of Oyster Bay, Nassau County, New York, on Tuesday, May 24, 2022, at 10:00 a.m., prevailing time, or as soon thereafter as may be practicable, in the Hearing Room, Town Hall North, East Building, 54 Audrey Avenue, Oyster Bay, New York, for the purpose of considering an application from JEFFREY POMBAR and GEORGE POMBAR, fee owners, for a Revocation of Resolution No. 195-84 and a Special Use Permit to allow for the use of an existing dwelling as a two-family dwelling and use of existing storage shed as an accessory internet spice sale business, with associated site improvements, on premises located partially in a General Business ("GB") District and partially in a Residence ("R1-7") District, at 157 Glen Head Road, Glen Head, Town of Oyster Bay, County of Nassau, State of New York and described as Section 20, Block 16, Lot 58 on the Land and Tax Map of Nassau County.

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TOWN BOARD OF TOWN OF OYSTER BAY. JOSEPH S. SALADINO, Supervisor.  
RICHARD LaMARCA, Town Clerk.

Dated: May 10, 2022, Oyster Bay, New York.





7/15/22  
Reviewed By  
Office of Town Attorney

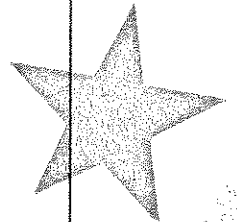


RESOLVED, That a public hearing will be held in the Hearing Room, Town Hall North, 54 Audrey Avenue, Oyster Bay, New York on the 24<sup>th</sup> day of May, 2022, at 10:00 o'clock, a.m. prevailing time on that day, or as soon thereafter as practicable, to consider the application of JEFFREY POMBAR and GEORGE POMBAR, fee owners, for a Revocation of Resolution No. 195-84 and a Special Use Permit to allow for the use of an existing dwelling as a two-family dwelling and use of existing storage shed as an accessory internet spice sale business, with associated site improvements, on premises located partially in a General Business ("GB") District and partially in a Residence ("R1-7") District, at 157 Glen Head Road, Glen Head, Town of Oyster Bay, County of Nassau, State of New York and described as Section 20, Block 16, Lot 58 on the Land and Tax Map of Nassau County; and be it further

RESOLVED, That the Town Clerk shall publish notice of such hearing in

newspapers of general circulation within the Town of Oyster Bay.

#-





Meeting of May 10, 2022

Resolution No 339-2022

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated August 26, 2021, authorized the Highway Department to clean up the premises located at 28 High Street, Farmingdale, New York 11735, also known as Section 49, Block 21, Lot 142 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated April 28, 2022, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on September 14, 2021, in the total amount of \$1,118.42, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated April 28, 2022, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,118.42 may be assessed by the Legislature of the County of Nassau against the parcel known as 28 High Street, Farmingdale, New York 11735, also known as Section 49, Block 21, Lot 142 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Absent
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: April 28, 2022

SUBJECT: Property Cleanup Assessment  
28 High Street, Farmingdale, New York 11735  
Section 49, Block 21, Lot 142

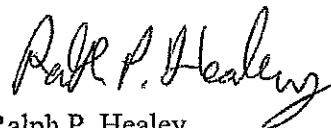
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The Department of Planning and Development, by memorandum dated August 26, 2021, directed the Highway Department to clean the premises located at 28 High Street, Farmingdale, New York 11735, also known as Section 49, Block 21, Lot 142 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated September 17, 2021, advised that the property was cleaned by a crew from the Highway Department on September 14, 2021. The cost incurred by the Town of Oyster Bay was \$1,118.42.

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

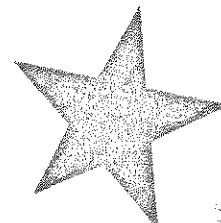
Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA  
TOWN ATTORNEY



Ralph P. Healey  
Special Counsel

RPH:aml  
Attachments





WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated August 26, 2021, authorized the Highway Department to clean up the premises located at 28 High Street, Farmingdale, New York 11735, also known as Section 49, Block 21, Lot 142 on the Land and Tax Map of the County of Nassau; and

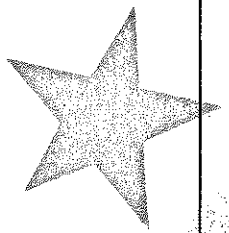
WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated April 28, 2022, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on September 14, 2021, in the total amount of \$1,118.42, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated April 28, 2022, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,118.42 may be assessed by the Legislature of the County of Nassau against the parcel known as 28 High Street, Farmingdale, New York 11735, also known as Section 49, Block 21, Lot 142 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

*Reviewed By*  
Office of Town Attorney

*Ralph P. Healey*





2022-8502

**TOWN OF OYSTER BAY**

**Inter-Departmental Memo**

August 26, 2021

**To:** JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY  
**From:** MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU  
**Through:** ELIZABETH L. MACCARONE: COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
**Subject:** 28 High Street, Farmingdale, New York 11735  
SBL: 49-21-142

---

Notice of Violation number 005189 was issued to the owner of the above-referenced premises on 08/17/21 for property non-maintenance, in violation of Chapter 135, Section 52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

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

- Cut and trim lawn and vegetation on premises.

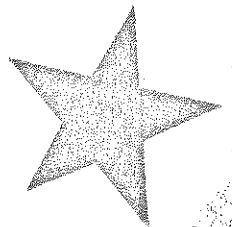
Pursuant to the provisions of Chapter 135, Section 54(C) of the Code, the Town is entitled to be reimbursed for the cost of the work performed by assessment against the owner. In addition, please notify us by fax, the date and time cleanup is completed. Please proceed accordingly.

ELIZABETH L. MACCARONE  
COMMISSIONER

  
\_\_\_\_\_  
MICHAEL ESPOSITO  
CODE ENFORCEMENT BUREAU

ME:ml

cc: Frank Scalera, Town Attorney  
cc: Andrew Preston, Esq., BRPH&D Attorneys-at-Law







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

**ELIZABETH L. MACCARONE**  
COMMISSIONER

**TIMOTHY R. ZIKE**  
DEPUTY COMMISSIONER

**JAMES McCAFFREY**  
DEPUTY COMMISSIONER

August 26, 2021

Andrew Koppie  
28 High Street  
Farmingdale, New York 11735


RE: PREMISES: 28 High Street, Farmingdale, NY 11735  
SECTION 49 BLOCK 21 LOT 142

Dear Property Owner:

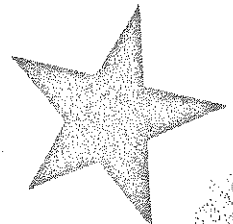
Inspections of the above-referenced property have revealed that the premises has not been maintained in accordance with the provisions of Chapter 135, Section 52 of the Code of the Town of Oyster Bay, based in part from the overgrown grass and weeds on the property.

Please be advised that N.O.V. Number 005189 (copy attached) has been served on 08/17/21. As of this date, the violation has not been rectified and the conditions at the premises continue to endanger the health, safety and welfare of the residents of the Town of Oyster Bay. Please be further advised that I have directed the Highway Department to perform the necessary maintenance, and to take all the necessary steps to recover from you the costs.

Very truly yours,  
**ELIZABETH L. MACCARONE**  
COMMISSIONER

  
Michael Esposito  
Code Enforcement Bureau

ELM:ME:ml  
Enclosure





CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 17<sup>th</sup> day of December, in the year 2004  
BETWEEN

[REDACTED] as to an undivided one-half interest, residing at 28  
High Street, Farmingdale, New York 11735

party of the first part, and

Andrew Koppie, residing at 26 Bernard Street, Farmingdale, New York 11735

party of the second part,

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

ALL that certain plot, piece or parcel of land with the buildings and improvements thereon erected, situate, lying and being in the  
Sec. Schedule A attached hereto and made a part hereof.

BEING AND INTENDED TO BE, the same premises conveyed by deed from Ateen Rahman  
and Humera Rahman to Humera Rahman and Ghoureem Rahman dated 12/4/97 and  
recorded on 1/12/98 in Liber 10866 Page 0092 in the Nassau County Clerk's Office.

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

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

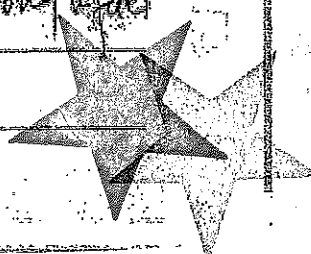
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will  
receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied  
first for the purpose of paying the cost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

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

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

IN PRESENCE OF:

[REDACTED] by [REDACTED]  
[REDACTED] by [REDACTED]  
[REDACTED] by [REDACTED]





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

September 17, 2021

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

**FROM:** JOHN P. BISHOP, DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

**SUBJECT:** 28 HIGH STREET, FARMINGDALE  
CLEAN-UP

---

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

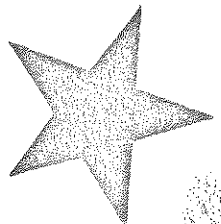
In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,118.42.

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

  
\_\_\_\_\_  
JOHN P. BISHOP  
DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet







# MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (49-21-142) 28 HIGH ST FARMINGDALE 11735

Date Sep 14, 2021

Work Order # 86817

### Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
DONALD CHANDLER	General Maintenance	00:40	\$48.26	00:00	0	\$32.17
ROBERT PALACIOS	General Maintenance	00:40	\$26.94	00:00	0	\$17.96
JOHN STERGIOPOULOS	General Maintenance	00:40	\$27.44	00:00	0	\$18.29
ROBERT F SPERO	General Maintenance	00:40	\$15.00	00:00	0	\$10.00
Total Labor						\$78.42

### Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU471	2020 FORD F 250 PICK UP YW	\$79.00	00:40	\$52.67
TD703	TRUCK DUMP 2011 FORD F350 YELLO (T-195) - Power Wagons	\$105.00	00:40	\$70.00
TD758	2020 INTERNATIONAL HV607 10 WHEELER YW	\$93.00	00:40	\$62.00
TO108	Tractor 2011 New Holland T4020 BL (LT-12)	\$158.00	00:40	\$105.33
Total Equipment				\$290.00

### Materials

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

**Grand Total \$1118.42**

### Description of Work:

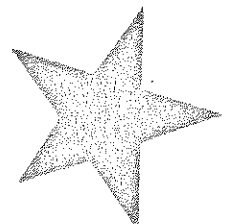
CLEAN UP 28 HIGH STREET FM

Signature: PBR

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Sep 16, 2021





Meeting of May 10, 2022

Resolution No 340-2022

WHEREAS, pursuant to Sections 96-15 and 96-20 of the Code of the Town of Oyster Bay, the Department of Planning and Development, by its emergency powers, authorized the Highway Department to board-up the dwelling located at, 18 Melissa Lane, Old Bethpage, New York 11804, also known as Section 47, Block 99, Lot 18 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated April 22, 2022, pursuant to Section 96-19 of the Code of the Town of Oyster Bay, have requested that the cost of securing the premises on October 29, 2021, in the amount of \$893.29, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated April 22, 2022, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$893.29 may be assessed by the Legislature of the County of Nassau against the parcel known as 18 Melissa Lane, Old Bethpage, New York 11804, also known as Section 47, Block 99, Lot 18 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

Reviewed By  
Office of Town Attorney  
Ralph P. Healey

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Absent
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: April 22, 2022

SUBJECT: Property Cleanup Assessment  
18 Melissa Lane, Old Bethpage, New York 11804  
Section 47 Block 99, Lot 18

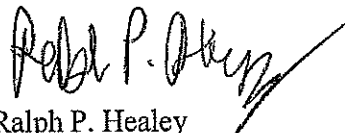
---

By the emergency powers granted to the Department of Planning and Development, the Highway Department boarded-up the premises located at 18 Melissa Lane, Old Bethpage, New York 11804, also known as Section 47, Block 99, Lot 18 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated January 3, 2022, advised that the property was boarded-up by a crew from the Highway Department on October 29, 2021. The cost incurred by the Town of Oyster Bay was \$893.29.

Pursuant to Section 96-19 of the Code of the Town of Oyster Bay, which allows the Town to be reimbursed for the cost of the work performed, the Highway Department has requested that the cost of said work be referred to the County of Nassau for placement on the Nassau County Tax Assessment Rolls.

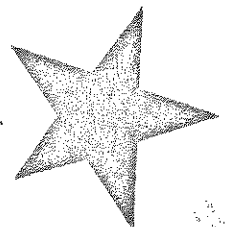
Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA  
TOWN ATTORNEY



Ralph P. Healey  
Special Counsel

RPH:aml  
Attachments





*Full*

Reviewed By  
Office of Town Attorney

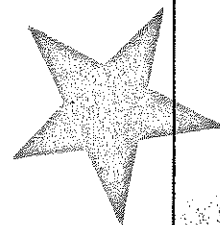
*Ralph P. Healey*

WHEREAS, pursuant to Sections 96-15 and 96-20 of the Code of the Town of Oyster Bay, the Department of Planning and Development, by its emergency powers, authorized the Highway Department to board-up the dwelling located at, 18 Melissa Lane, Old Bethpage, New York 11804, also known as Section 47, Block 99, Lot 18 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated April 22, 2022, pursuant to Section 96-19 of the Code of the Town of Oyster Bay, have requested that the cost of securing the premises on October 29, 2021, in the amount of \$893.29, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated April 22, 2022, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$893.29 may be assessed by the Legislature of the County of Nassau against the parcel known as 18 Melissa Lane, Old Bethpage, New York 11804, also known as Section 47, Block 99, Lot 18 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -





47-99-18 2022-8457

**Daniel Kornfeld**

---

**From:** Margaret Lippolt  
**Sent:** Friday, October 29, 2021 1:05 PM  
**To:** John Bishop  
**Cc:** Daniel Kornfeld; Michael Esposito; Kevin Conway  
**Subject:** 18 Melissa Lane Old Bethpage 47-99-18  
  
**Importance:** High

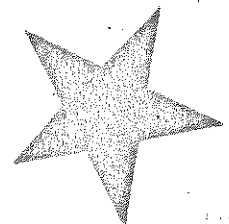
Good Afternoon,  
At inspection this afternoon, our inspector observed the front door was open and kicked in at the above reference address. As per Michael Esposito, please have Highway secure the front door with a hasp and lock as soon as possible.

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



2 Hasps  
2 Locks  
1 Hour

Signs - ops





## Michael Esposito

---

**From:** Michael Esposito  
**Sent:** Tuesday, December 21, 2021 3:54 PM  
**To:** Ken Bishop; Daniel Kornfeld  
**Subject:** FW: 18 Melissa Lane Old Bethpage 47-99-18

**Importance:** High

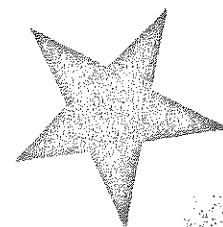
Backup for 18 Melissa  
Michael

**From:** Margaret Lippolt <mlippolt@oysterbay-ny.gov>  
**Sent:** Friday, October 29, 2021 1:05 PM  
**To:** John Bishop <jbishop@oysterbay-ny.gov>  
**Cc:** Daniel Kornfeld <dkornfeld@oysterbay-ny.gov>; Michael Esposito <mesposito@oysterbay-ny.gov>; Kevin Conway <kconway@oysterbay-ny.gov>  
**Subject:** 18 Melissa Lane Old Bethpage 47-99-18  
**Importance:** High

Good Afternoon,

At inspection this afternoon, our inspector observed the front door was open and kicked in at the above reference address. As per Michael Esposito, please have Highway secure the front door with a hasp and lock as soon as possible.

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





AUG 12 1958

[illegible][illegible]

ASSESSMENT RECORD NASSAU COUNTY, NEW YORK



AML

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

January 3, 2022

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

**FROM:** JOHN P. BISHOP, DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

**SUBJECT:** 18 MELISSA LANE, BETHPAGE  
BOARD-UP

---

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$893.29.

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

  
\_\_\_\_\_  
**JOHN P. BISHOP**  
DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet





# MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (47-99-18) 18 MELISSA LN OLD BETHPAGE 11804

Date Oct 29, 2021

Work Order # 89984

### Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
ALBERT MAZLIAH	General Maintenance	01:00	\$25.03	00:00	0	\$25.03
Total Labor						\$25.03

### Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
TU052	TRUCK UTILITY 2012 FORD F-350 YW (RR911)	\$79.00	01:00	\$79.00
Total Equipment				\$79.00

### Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Hasps	\$7.24	2	\$14.48
Locks	\$12.39	2	\$24.78
Total Materials			\$789.26

**Grand Total \$893.29**

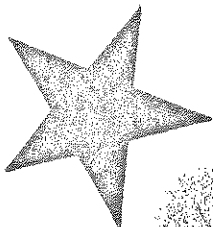
Description of Work:  
BOARD UP 18 MELISSA LANE OBP

Signature: 

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Dec 28, 2021





Meeting of May 10, 2022

Resolution No 341-2022

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated September 28, 2021, authorized the Highway Department to clean up the premises located at 64 Ketcham Avenue, Hicksville, New York 11801, also known as Section 12, Block 309, Lot 3 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated April 11, 2022, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on October 7, 2021, in the total amount of \$1,463.71, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated April 11, 2022, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,463.71 may be assessed by the Legislature of the County of Nassau against the parcel known as 64 Ketcham Avenue, Hicksville, New York 11801, also known as Section 12, Block 309, Lot 3 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Absent
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: April 11, 2022

SUBJECT: Property Cleanup Assessment  
64 Ketcham Avenue, Hicksville, New York 11801  
Section 12, Block 309, Lot 3

---

The Department of Planning and Development, by memorandum dated September 28, 2021, directed the Highway Department to clean the premises located 64 Ketcham Avenue, Hicksville, New York 11801, also known as Section 12, Block 309, Lot 3 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated October 15, 2021, advised that the property was cleaned by a crew from the Highway Department on October 7, 2021. The cost incurred by the Town of Oyster Bay was \$1,463.71.

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

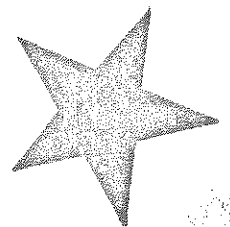
Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA  
TOWN ATTORNEY



Ralph P. Healey  
Special Counsel

RPH:aml  
Attachments





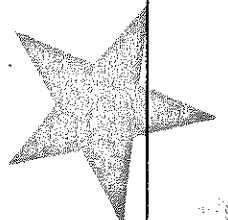
WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated September 28, 2021, authorized the Highway Department to clean up the premises located at 64 Ketcham Avenue, Hicksville, New York 11801, also known as Section 12, Block 309, Lot 3 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated April 11, 2022, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on October 7, 2021, in the total amount of \$1,463.71, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated April 11, 2022, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,463.71 may be assessed by the Legislature of the County of Nassau against the parcel known as 64 Ketcham Avenue, Hicksville, New York 11801, also known as Section 12, Block 309, Lot 3 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

*Paul*  
Reviewed By  
Office of Town Attorney  
*Frank M. Scalera*





2021-8376

**TOWN OF OYSTER BAY**

**Inter-Departmental Memo**

September 28, 2021

**To:** JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY  
**From:** MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU  
**Through:** ELIZABETH L. MACCARONE: COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
**Subject:** 64 Ketcham Avenue, Hicksville, New York 11801  
SBL: 12-309-3

---

Notice of Violation number 005324 was issued to the owner of the above-referenced premises on 09/21/21 for property non-maintenance, in violation of Chapter 135, Section 52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

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

- Cut lawn and vegetation on premises including utility strip.

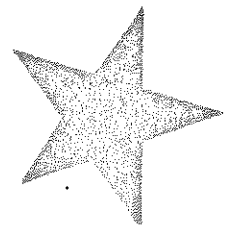
Pursuant to the provisions of Chapter 135, Section 54(C) of the Code, the Town is entitled to be reimbursed for the cost of the work performed by assessment against the owner. In addition, please notify us by fax, the date and time cleanup is completed. Please proceed accordingly.

ELIZABETH L. MACCARONE  
COMMISSIONER

  
MICHAEL ESPOSITO  
CODE ENFORCEMENT BUREAU

②  
ME: ml  
cc: Frank Scalera, Town Attorney

~~Improper Service per Dec dated 2/5/2021~~







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

**ELIZABETH L. MACCARONE**  
COMMISSIONER

**TIMOTHY R. ZIKE**  
DEPUTY COMMISSIONER

**JAMES McCaffrey**  
DEPUTY COMMISSIONER

September 28, 2021

Ketcham Holding Corp.  
127-02 135<sup>th</sup> Avenue  
S. Ozone Park, NY 11420

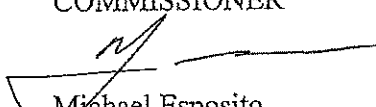
RE: PREMISES: 64 Ketcham Avenue, Hicksville, NY 11801  
SECTION 12 BLOCK 309 LOT 3

Dear Property Owner:

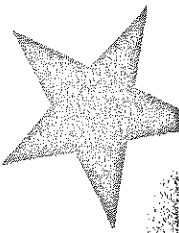
Inspections of the above-referenced property have revealed that the premises has not been maintained in accordance with the provisions of Chapter 135, Section 52 of the Code of the Town of Oyster Bay, based in part from the overgrown grass and weeds on the property.

Please be advised that N.O.V. number 005324 (copy attached) has been served on 09/21/21. As of this date, the violation has not been rectified and the conditions at the premises continue to endanger the health, safety and welfare of the residents of the Town of Oyster Bay. Please be further advised that I have directed the Highway Department to perform the necessary maintenance, and to take all the necessary steps to recover from you the costs.

Very truly yours,  
**ELIZABETH L. MACCARONE**  
COMMISSIONER

  
Michael Esposito  
Code Enforcement Bureau

  
RLM:ME: ml  
Enclosure





THIS INDENTURE, made the 17 day of April, in the year 2021:

BETWEEN [REDACTED] a domestic New York corporation with offices at 1 Liszt Street, Hicksville, New York 11801, party of the first part, and

KETCHAM HOLDING CORP., a domestic New York corporation with offices at 127-02 135 Avenue, South Ozone Park, New York 11420, party of the second part,

WITNESSETH, that the party of the first part, in consideration of ten (\$10.00) dollars paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at Hicksville, Town of Oyster Bay, County of Nassau, and State of New York, shown and designated on a certain map entitled "Plan of the Village Lots, near Hicksville, containing 40 acres, bought of John Ketcham and Willets Robins by Forgie and Shields, drawn for Messrs. Forgie and Shields, August 10, 1852 by Sylvanus Titus, Surveyor" and filed in the Office of the Clerk of the County of Queens on March 28, 1855 under file No. 459; Nassau County No. 95, which said lot according to said map is more particularly bounded and described as follows:

BEING at a point on the northerly side of Ketcham Road distant 100 feet westerly from the corner formed by the intersection of the northerly side of Ketcham Road with the westerly side of Cold Spring Road;

RUNNING THENCE along the northerly side of Ketcham Road North 85 degrees 59 minutes 12 seconds West 50 feet;

THENCE North 3 degrees 46 minutes 00 seconds East 100.78 feet;

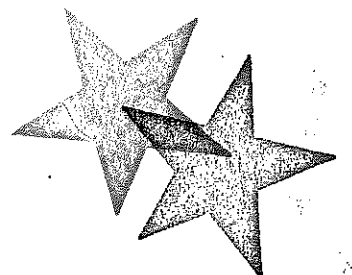
THENCE South 86 degrees 09 minutes 42 seconds East 50 feet;

THENCE South 3 degrees 46 minutes 00 seconds West 100.92 feet to the northerly side of Ketcham Road at the point or place of BEGINNING.

Said premises being known as and by street address: 64 Ketcham Avenue, Hicksville, New York.

Being the same premises conveyed to the Grantor by deed from Vincent Paul Bartilucci and Grapeann Bartilucci as Successor Trustees of the Grace Bartilucci Living Trust, dated 02/05/2021, recorded 03/19/2021 in Liber 14054, Page 955 in Nassau County Clerk's Office.

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





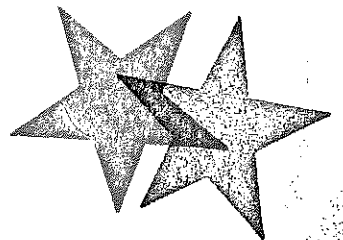
AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.  
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party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

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

\_\_\_\_\_  
AGA REAL ESTATE GROUP, INC.

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

\_\_\_\_\_  
President





RPH

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

October 15, 2021

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

**FROM:** JOHN P. BISHOP, DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

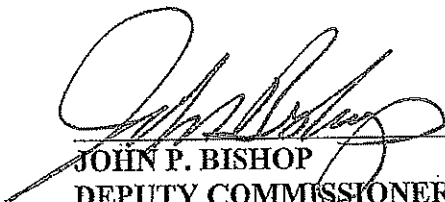
**SUBJECT:** 64 KETCHAM AVENUE, HICKSVILLE  
CLEAN-UP

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

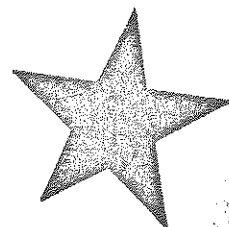
In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,463.71.

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

  
JOHN P. BISHOP  
DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet







## MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (12-309-3) 64 KETCHAM AVE HICKSVILLE 11801

Date Oct 7, 2021

Work Order # 87667

### Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
GARY LEWIS, II	General Maintenance	01:00	\$35.83	00:00	0	\$35.83
VINCENT PADAVANO	General Maintenance	01:00	\$52.67	00:00	0	\$52.67
SEAN MCLAUGHLIN	General Maintenance	01:00	\$26.91	00:00	0	\$26.91
JAMES R ROMANO	General Maintenance	01:00	\$23.03	00:00	0	\$23.03
PERRY DIMARCO	General Maintenance	01:00	\$15.00	00:00	0	\$15.00
THOMAS CORBETT	General Maintenance	01:00	\$15.00	00:00	0	\$15.00
PETER K SELL	General Maintenance	01:00	\$20.27	00:00	0	\$20.27

Total Labor \$188.71

### Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PJ472	2020 FORD F250 PICK UP YELLOW	\$79.00	01:00	\$79.00
TD631	TRUCK DUMP 2008 FORD F-350 YW (T-105) - Power Wagons	\$105.00	01:00	\$105.00
TD732	TRUCK DUMP 2016 INTL 7300 YW (T141) 6 WHEELER	\$131.00	01:00	\$131.00
TD736	TRUCK DUMP 2016 DODGE RAM 3500 - POWER WAGON (T105)	\$105.00	01:00	\$105.00
TR204	TRAILER 2017 FELLI FT30 BL	\$105.00	01:00	\$105.00

Total Equipment \$525.00

### Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00

Total Materials \$750.00

**Grand Total \$1463.71**

### Description of Work:

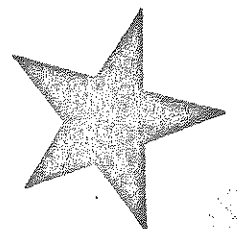
CLEAN UP 64 KETCHAM AVENUE HICKSVILLE

Signature: Peter Brown

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Oct 13, 2021





Meeting of May 10, 2022

Resolution No 342-2022

WHEREAS, pursuant to Sections 96-15 and 96-20 of the Code of the Town of Oyster Bay, the Department of Planning and Development, by its emergency powers, authorized the Highway Department to vacate and secure the dwelling located at, 30 Rave Street, Hicksville, New York 11801, also known as Section 46, Block 30, Lots 28 to 31 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated April 22, 2022, pursuant to Section 96-19 of the Code of the Town of Oyster Bay, have requested that the cost of securing the premises on February 15, 2022, in the amount of \$1,627.37, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated April 22, 2022, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,627.37 may be assessed by the Legislature of the County of Nassau against the parcel known as 30 Rave Street, Hicksville, New York 11801, also known as Section 46, Block 30, Lots 28 to 31 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Absent
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: April 22, 2022

SUBJECT: Property Cleanup Assessment  
30 Rave Street, Hicksville, New York 11801  
Section 46, Block 30, Lots 28 to 31

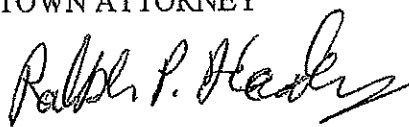
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By the emergency powers granted to the Department of Planning and Development, the Highway Department secured the premises located at 30 Rave Street, Hicksville, New York 11801, also known as Section 46, Block 30, Lots 28 to 31 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated February 17, 2022, advised that the property was secured by a crew from the Highway Department on February 15, 2022. The cost incurred by the Town of Oyster Bay was \$1,627.37.

Pursuant to Section 96-19 of the Code of the Town of Oyster Bay, which allows the Town to be reimbursed for the cost of the work performed, the Highway Department has requested that the cost of said work be referred to the County of Nassau for placement on the Nassau County Tax Assessment Rolls.

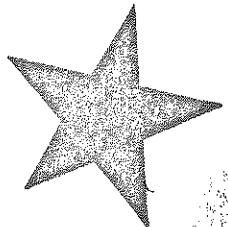
Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA  
TOWN ATTORNEY

  
Ralph P. Healey  
Special Counsel

RPH:aml  
Attachments

S:\Attys\aml\Cleanup MD&Reso\MD 30 Rave St Bdup 4.22.2022





WHEREAS, pursuant to Sections 96-15 and 96-20 of the Code of the Town of Oyster Bay, the Department of Planning and Development, by its emergency powers, authorized the Highway Department to vacate and secure the dwelling located at, 30 Rave Street, Hicksville, New York 11801, also known as Section 46, Block 30, Lots 28 to 31 on the Land and Tax Map of the County of Nassau; and

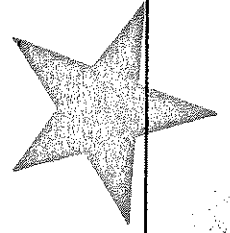
WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated April 22, 2022, pursuant to Section 96-19 of the Code of the Town of Oyster Bay, have requested that the cost of securing the premises on February 15, 2022, in the amount of \$1,627.37, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated April 22, 2022, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,627.37 may be assessed by the Legislature of the County of Nassau against the parcel known as 30 Rave Street, Hicksville, New York 11801, also known as Section 46, Block 30, Lots 28 to 31 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

Reviewed By  
Office of Town Attorney

*Ralph P. Healey*





2022-8486

**Ken Bishop**

---

**From:** John Bishop  
**Sent:** Wednesday, February 16, 2022 7:39 AM  
**To:** Ken Bishop; Peter Brown  
**Subject:** Fwd: 30 Rave Street, Hicksville

Sent from my iPhone

Begin forwarded message:

**From:** "Timothy R. Zike" <tzike@oysterbay-ny.gov>  
**Date:** February 15, 2022 at 3:32:05 PM EST  
**To:** John Bishop <jbishop@oysterbay-ny.gov>  
**Cc:** Leslie Maccarone <lmaccarone@oysterbay-ny.gov>, Gregory Carman <gcarman@oysterbay-ny.gov>, Frank Scalera <fscalera@oysterbay-ny.gov>, Michael Esposito <mesposito@oysterbay-ny.gov>, Matthew Fernando <mfernando@oysterbay-ny.gov>, Justin McCaffrey <jmccaffrey2@oysterbay-ny.gov>, Joseph Ciambra <jciambra@oysterbay-ny.gov>  
**Subject:** 30 Rave Street, Hicksville

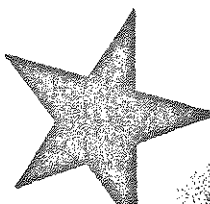
John,

Pursuant to Chapter 96 (Dangerous and Abandoned Buildings), Section 20 (Emergencies) of the Code of the Town of Oyster Bay, this Department has declared that the fire damaged dwelling located at 30 Rave Street, Hicksville, New York (Section 46, Block 30, Lot 28) is a "Dangerous Building" and therefore it is to be vacated and secured.

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

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

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





THIS INDENTURE made the 14 day of April, two thousand ten (2010)  
BETWEEN

an executor of the estate under the last will and testament of

who died on November 28, 2009, resident of Putnam County, NY

party of the first part, and

party of the second part

WITNESSETH that the party of the first part, by virtue of the power and authority given in and by said last will and testament, and in consideration of

THREE HUNDRED FORTY ONE THOUSAND NINE HUNDRED NINETY (\$341,990.00)  
DOLLARS

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

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

SEE SCHEDULE A

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

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

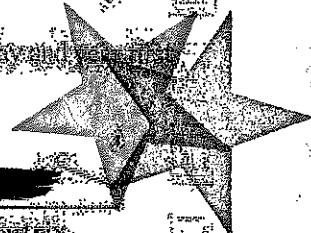
AND the party of the first part, in compliance with Section 15 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

THE word "party" shall be construed as it reads "parties" whenever the sense of this indenture so requires.

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

IN PRESENCE OF

By   
[Redacted Name]  
[Redacted Address]  
[Redacted City, State, Zip]





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

February 17, 2022

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

**FROM:** JOHN P. BISHOP, DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

**SUBJECT: 30 RAVE STREET, HICKSVILLE  
BOARD-UP**

---

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,627.37.

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

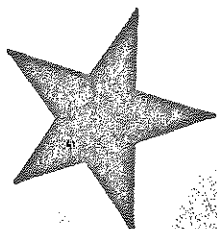


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**JOHN P. BISHOP  
DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT**

JPB/kjb

Enc. T & M sheet







# MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (46-30-28) 30 RAVE ST HICKSVILLE 11801

Date Feb 15, 2022

Work Order # 91410

### Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
ALBERT MAZLIAH	General Maintenance	04:00	\$25.03	00:00	0	\$100.12
RAYMOND SWIERKOWSKI	General Maintenance	03:00	\$34.47	00:00	0	\$103.41
Total Labor						\$203.53

### Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU433	PICK UP 2012 FORD F250 YW	\$79.00	03:00	\$237.00
TU052	TRUCK UTILITY 2012 FORD F-350 YW (RR911)	\$79.00	04:00	\$316.00
Total Equipment				\$553.00

### Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Hasps	\$7.24	3	\$21.72
Locks	\$12.39	3	\$37.17
Plywood 4'X8'X1/2"	\$20.65	3	\$61.95
Total Materials			\$870.84

**Grand Total \$1627.37**

### Description of Work:

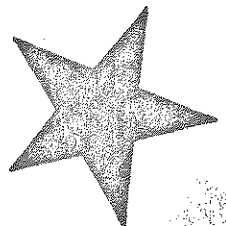
BOARD UP 30 RAVE STREET HICKSVILLE

Signature: 

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Feb 17, 2022





Meeting of May 10, 2022

Resolution No 343-2022

WHEREAS, pursuant to Sections 96-15 and 96-20 of the Code of the Town of Oyster Bay, the Department of Planning and Development, by its emergency powers, authorized the Highway Department to secure the dwelling located at, 101 Clocks Boulevard, Massapequa, New York 11758, also known as Section 66, Block 133, Lot 239 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated April 22, 2022, pursuant to Section 96-19 of the Code of the Town of Oyster Bay, have requested that the cost of securing the premises on February 2, 2022, in the amount of \$894.31, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated April 22, 2022, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$894.31 may be assessed by the Legislature of the County of Nassau against the parcel known as 101 Clocks Boulevard, Massapequa, New York 11758, also known as Section 66, Block 133, Lot 239 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Absent
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: April 22, 2022

SUBJECT: Property Cleanup Assessment  
101 Clocks Boulevard, Massapequa, New York 11758  
Section 66, Block 133, Lot 239

---

By the emergency powers granted to the Department of Planning and Development, the Highway Department secured the premises located at 101 Clocks Boulevard, Massapequa, New York 11758, also known as Section 66, Block 133, Lot 239 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated February 4, 2022, advised that the property was secured by a crew from the Highway Department on February 2, 2022. The cost incurred by the Town of Oyster Bay was \$894.31.

Pursuant to Section 96-19 of the Code of the Town of Oyster Bay, which allows the Town to be reimbursed for the cost of the work performed, the Highway Department has requested that the cost of said work be referred to the County of Nassau for placement on the Nassau County Tax Assessment Rolls.

Kindly place this matter on the Town Board Action Calendar.

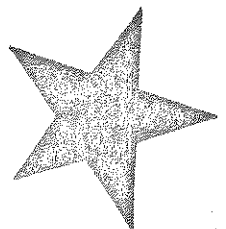
FRANK M. SCALERA  
TOWN ATTORNEY



Ralph P. Healey  
Special Counsel

RPH:aml  
Attachments

S:\Attys\aml\Cleanup MD&Resol\MD 101 Clocks Blvd Bdup 4.22.2022





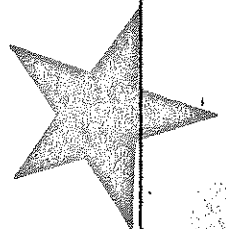
WHEREAS, pursuant to Sections 96-15 and 96-20 of the Code of the Town of Oyster Bay, the Department of Planning and Development, by its emergency powers, authorized the Highway Department to secure the dwelling located at, 101 Clocks Boulevard, Massapequa, New York 11758, also known as Section 66, Block 133, Lot 239 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated April 22, 2022, pursuant to Section 96-19 of the Code of the Town of Oyster Bay, have requested that the cost of securing the premises on February 2, 2022, in the amount of \$894.31, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated April 22, 2022, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$894.31 may be assessed by the Legislature of the County of Nassau against the parcel known as 101 Clocks Boulevard, Massapequa, New York 11758, also known as Section 66, Block 133, Lot 239 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

Reviewed By  
Office of Town Attorney





2022-8488

**Margaret Lippolt**

---

**From:** Michael Esposito  
**Sent:** Wednesday, February 2, 2022 10:22 AM  
**To:** John Bishop; Daniel Kornfeld; Ken Bishop  
**Cc:** Leslie Maccarone; Timothy R. Zike; Margaret Lippolt; Kevin Conway  
**Subject:** 101 Clocks Blvd. Massapequa 66-133-239

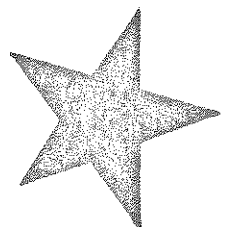
John

An inspection shows a new hasp and lock are needed on the back door. Also, a broken rear window needs to be boarded

Thanks

*Michael G. Esposito*

Bureau Chief  
Code Enforcement Bureau  
Town of Oyster Bay  
74 Audrey Avenue  
Oyster Bay, New York 11771  
(516) 624-6237





**SPECIAL WARRANTY DEED**

**THIS INDENTURE**, made the 29 day of September, 2020

**BETWEEN**

DEUTSCHE BANK NATIONAL TRUST COMPANY as Trustee for [REDACTED]  
MORTGAGE LOAN TRUST 2007-ARS, MORTGAGE PASS-THROUGH CERTIFICATES  
Series 2007-ARS  
C/O PHH Mortgage Corporation I Mortgage Way, Mount Laurel, NJ 08054

party of the first part, and

[REDACTED]

party of the second part;

**WITNESSETH**, that the party of the first part, in consideration of Ten and 00/100 Dollars (\$10.00), lawful money of the United States, paid by the party of the second part, does hereby specially warrant unto the party of the second part, the heirs or successors and assigns of the party of the second part forever:

ALL that certain plot, piece or parcel of land, situate, lying and being at Breezy Point, Amityville, Town of Oyster Bay, County of Nassau and State of New York, known as and by part of Plot Nos. 103 and 104 on a certain map entitled, "Map of Breezy Point situated at Amityville, Town of Oyster Bay, Nassau County, New York, property of Ridgewood Park Realty Company, surveyed January 1913 by Frank Asbury, C.E. & C.S." and filed in the Office of the Clerk of the County of Nassau on April 13, 1916, as Map No. 255, Case No. 1927 and which said part of plots are more particularly bounded and described as follows:

**BEGINNING** at a point which the corner formed by the intersection of the Westerly side of Clocks Boulevard with the Northerly side of Bayview Place;

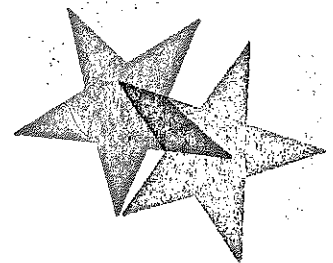
**RUNNING THENCE** Westerly along said Northerly side of Bayview Place and at right angles to said Westerly side of Clocks Boulevard, 170.00 feet to a point, said point being 100 feet East of Yacht Channel;

**RUNNING THENCE** Northerly at right angles to said Northerly side of Bayview Place, 100.00 feet;

**RUNNING THENCE** Easterly at right angles to the last described course and parallel to said Northerly side of Bayview Terrace, 170.00 feet to said Westerly side of Clocks Boulevard;

ANY20-67000

1 of 3





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

Date: September 24, 2020

DEUTSCHE BANK NATIONAL TRUST  
COMPANY as Trustee for INDYMAC INDEX  
MORTGAGE LOAN TRUST 2007-AR5  
MORTGAGE PASS-THROUGH  
CERTIFICATES Series 2007-AR5  
By its attorney-in-fact PHH Mortgage  
Corporation

Seller Carlene Reid  
By its attorney-in-fact PHH Mortgage  
Corporation, POA recorded simultaneously  
herewith  
Carlene Reid,  
Contract Management Coordinator

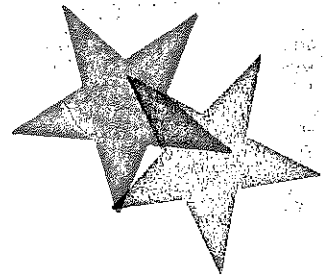
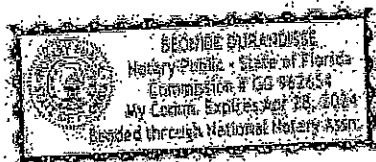
State of Florida

County of Palm Beach

By means of ☒ physical presence or ☐ online notarization  
On the 24 day of September in the year 2020 before me, the undersigned, personally  
appeared Carlene Reid as Contract Management Coordinator of its attorney-in-fact PHH  
Mortgage Corporation for DEUTSCHE BANK NATIONAL TRUST COMPANY as Trustee for  
INDYMAC INDEX MORTGAGE LOAN TRUST 2007-AR5, MORTGAGE PASS-THROUGH  
CERTIFICATES Series 2007-AR5, 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 she executed the same in her capacity, and that by her signature on the  
instrument, the individual, or the person upon behalf of which the individual acted, executed the  
instrument, and that such individual made such appearance before the undersigned in the city of  
West Palm Beach, Florida. (Insert the city or other political subdivision and the state or country  
or other place the acknowledgment was taken).

Beonide Durandisse Beonide Durandisse  
(Signature and office of individual taking acknowledgment.)

After Recording, Return  
Geotom Properties, Inc.  
12 Woodfield Lane, Glen Head, NY  
11548





AL

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

February 4, 2022

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

**FROM:** JOHN P. BISHOP, DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

**SUBJECT:** 101 CLOCKS BLVD., MASSAPEQUA  
BOARD-UP

---

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$894.31.

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

  
\_\_\_\_\_  
**JOHN P. BISHOP  
DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT**

JPB/kjb

Enc. T & M sheet





# MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (66-133-239) 101 CLOCKS BLVD MASSAPEQUA 11758

Date Feb 2, 2022

Work Order # 90989

## Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
ALBERT MAZLIAH	General Maintenance	01:00	\$25.03	00:00	0	\$25.03
Total Labor						\$25.03

## Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
TU052	TRUCK UTILITY 2012 FORD F-350 YW (RR911)	\$79.00	01:00	\$79.00
Total Equipment				\$79.00


## Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Hasps	\$7.24	1	\$7.24
Locks	\$12.39	1	\$12.39
Plywood 4'X8'X1/2"	\$20.65	1	\$20.65
Total Materials			\$790.28

**Grand Total \$894.31**

## Description of Work:

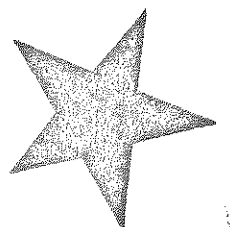
BOARD UP 101 CLOCKS BLVD MASSAPEQUA

Signature: 

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Feb 7, 2022





Meeting of May 10, 2022

Resolution No 344-2022

WHEREAS, pursuant to Sections 96-15 and 96-20 of the Code of the Town of Oyster Bay, the Department of Planning and Development, by its emergency powers, authorized the Highway Department to vacate and secure the dwelling located at, 329 Broadway, Bethpage, New York 11714, also known as Section 46, Block 103, Lot 162 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated April 28, 2022, pursuant to Section 96-19 of the Code of the Town of Oyster Bay, have requested that the cost of securing the premises on February 16, 2022, in the amount of \$977.69, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated April 28, 2022, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$977.69 may be assessed by the Legislature of the County of Nassau against the parcel known as 329 Broadway, Bethpage, New York 11714, also known as Section 46, Block 103, Lot 162 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Absent
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: April 28, 2022

SUBJECT: Property Cleanup Assessment  
329 Broadway, Bethpage, New York 11714  
Section 46, Block 103, Lot 162

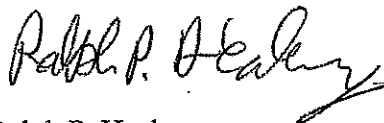
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By the emergency powers granted to the Department of Planning and Development, the Highway Department secured and vacated the premises located at 329 Broadway, Bethpage, New York 11714, also known as Section 46, Block 103, Lot 162 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated February 22, 2022, advised that the property was secured by a crew from the Highway Department on February 16, 2022. The cost incurred by the Town of Oyster Bay was \$977.69.

Pursuant to Section 96-19 of the Code of the Town of Oyster Bay, which allows the Town to be reimbursed for the cost of the work performed, the Highway Department has requested that the cost of said work be referred to the County of Nassau for placement on the Nassau County Tax Assessment Rolls.

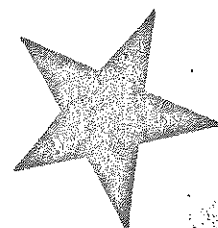
Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA  
TOWN ATTORNEY



Ralph P. Healey  
Special Counsel

RPH:aml  
Attachments





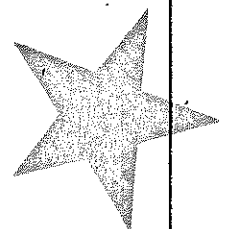
*RM*  
Reviewed By  
Office of Town Attorney  
*Ralph P. Healey*

WHEREAS, pursuant to Sections 96-15 and 96-20 of the Code of the Town of Oyster Bay, the Department of Planning and Development, by its emergency powers, authorized the Highway Department to vacate and secure the dwelling located at, 329 Broadway, Bethpage, New York 11714, also known as Section 46, Block 103, Lot 162 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated April 28, 2022, pursuant to Section 96-19 of the Code of the Town of Oyster Bay, have requested that the cost of securing the premises on February 16, 2022, in the amount of \$977.69, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated April 28, 2022, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$977.69 may be assessed by the Legislature of the County of Nassau against the parcel known as 329 Broadway, Bethpage, New York 11714, also known as Section 46, Block 103, Lot 162 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -





2022-8503

**Michael Esposito**

---

**From:** Leslie Maccarone  
**Sent:** Thursday, February 17, 2022 11:25 AM  
**To:** John Bishop  
**Cc:** Michael Esposito; Anthony Ciervo  
**Subject:** 329 Broadway, Behtpage  
  
**Importance:** High

182-Commercial

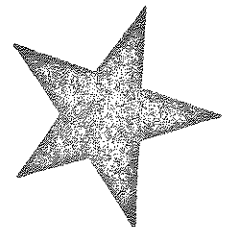
John,

As per our conversation yesterday please see below:

Chapter 93 (Building Construction), Article III (Certificates of Occupancy) of the Code of the Town of Oyster Bay states that any portion of a building occupied requires a Certificate of Occupancy. The tenancy "AAA Foot Spa" does not have a Certificate of Occupancy to occupy their space located at 329 Broadway, Bethpage. This Department, in conjunction with the Nassau County Police Department, vacated the tenant space. It is respectfully requested that personnel from the Town's Highway Department secure the illegal tenant space.

Thank you.

Elizabeth L. Maccarone  
Commissioner  
Planning & Development  
Town of Oyster Bay  
74 Audrey Avenue  
Oyster Bay NY 11771  
516-624-6294  
Fax 516-624-6240





THIS INDENTURE, made the 28<sup>th</sup> day of June, 2011

BETWEEN

[REDACTED] a New York corporation  
having an address at  
[REDACTED]

party of the first part, and

[REDACTED] a New York limited liability company  
having an address at  
[REDACTED]

party of the second part,

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

TEN AND 00/100

dollars

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

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Oyster Bay, County of Nassau, State of New York, as more particularly described in Schedule A attached hereto and incorporated herein by this reference.

Sect. 46  
Blk. 103  
Lots 182

The premises herein described are and are intended to be the same as conveyed by the Deed from GIM ENTERPRISES by Deed dated January 1, 1987 and recorded in the office of the County Clerk of Nassau County on January 30, 1989 in Liber and page 9970-823.

Being the same premises known as and by 329 Broadway, Bethpage NY 11714.

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

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

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

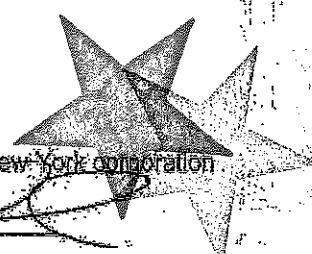
IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

[Signature]

MC REALTY ENTERPRISES, INC. a New York corporation

By [Signature]





AL

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

February 22, 2022

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

**FROM:** JOHN P. BISHOP, DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

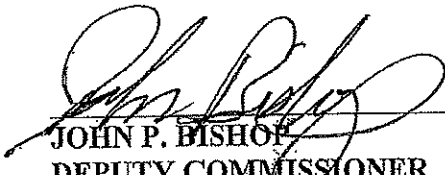
**SUBJECT:** 329 BROADWAY, BETHPAGE  
BOARD-UP

---

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$977.69.

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

  
JOHN P. BISHOP  
DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet





# **MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION**

Location (46-103-162) 329 BROADWAY BETHPAGE 11714

Date Feb 16, 2022

Work Order # 91456

## **Labor Costs**

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
ALBERT MAZLIAH	General Maintenance	02:00	\$25.03	00:00	0	\$50.06
Total Labor						\$50.06

## **Tools/Vehicle**

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
TU052	TRUCK UTILITY 2012 FORD F-350 YW (RR911)	\$79.00	02:00	\$158.00
Total Equipment				\$158.00

## **Materials**

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Hasps	\$7.24	1	\$7.24
Locks	\$12.39	1	\$12.39
Total Materials			\$769.63

**Grand Total      \$977.69**

## **Description of Work:**

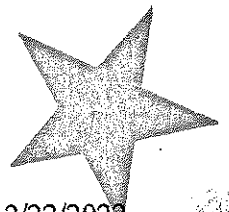
BOARD UP 329 BROADWAY, BETHPAGE

Signature: Peter Brown

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Feb 22, 2022





Meeting of May 10, 2022

Resolution No 345-2022

WHEREAS, pursuant to Sections 96-15 and 96-20 of the Code of the Town of Oyster Bay, the Department of Planning and Development, by its emergency powers, authorized the Highway Department, to demolish the building located at 361 Eastern Parkway, Farmingdale, New York 11735 also known as Section 49, Block 57, Lot 5 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated April 28, 2022, pursuant to Section 96-19 of the Code of the Town of Oyster Bay, have requested that the cost of demolishing the aforementioned premises on December 14, 2021, in the total amount of \$324,849.59, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated April 28, 2022, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$324,849.59 may be assessed by the Legislature of the County of Nassau against the parcel known as 361 Eastern Parkway, Farmingdale, New York 11735, also known as Section 49, Block 57, Lot 5 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

*Reviewed By*  
*Office of Town Attorney*  
*Frank M. Scalera*  
*Ralph P. Healey*

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Absent
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: April 28, 2022

SUBJECT: Property Cleanup Assessment  
361 Eastern Parkway, Farmingdale, New York 11735  
Section 49, Block 57, Lot 5

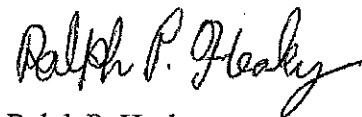
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By the emergency powers granted to the Department of Planning and Development, the Highway Department, under their emergency powers, demolished the premises located at 361 Eastern Parkway, Farmingdale, New York 11735, also known as Section 49, Block 57, Lot 5 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated January 14, 2022, advised that the building was demolished by a crew from the Highway Department on December 14, 2021. The cost incurred by the Town of Oyster Bay was \$314,873.15 (T.O.B. Highway Department Demolition/Cleanup Costs), \$8,536.44 (legal fees), and \$1,440.00 (consulting engineering costs) for a total cost of \$324,849.59.

Pursuant to Section 96-19 of the Code of the Town of Oyster Bay, which allows the Town to be reimbursed for the cost of the work performed, the Highway Department has requested that the cost of said work be referred to the County of Nassau for placement on the Nassau County Tax Assessment Rolls.

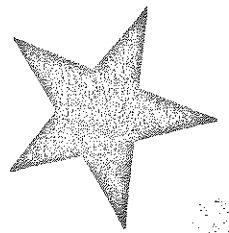
Kindly place this matter on the Town Board Action Calendar.

FRANK SCALERA  
TOWN ATTORNEY



Ralph P. Healey  
Special Counsel

RPH:aml  
Attachments





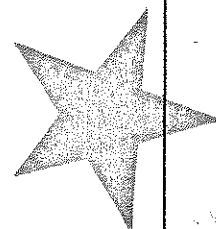
*msx*  
Reviewed By  
Office of Town Attorney  
*Ralph P. Healey*

WHEREAS, pursuant to Sections 96-15 and 96-20 of the Code of the Town of Oyster Bay, the Department of Planning and Development, by its emergency powers, authorized the Highway Department, to demolish the building located at 361 Eastern Parkway, Farmingdale, New York 11735 also known as Section 49, Block 57, Lot 5 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated April 28, 2022, pursuant to Section 96-19 of the Code of the Town of Oyster Bay, have requested that the cost of demolishing the aforementioned premises on December 14, 2021, in the total amount of \$324,849.59, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated April 28, 2022, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$324,849.59 may be assessed by the Legislature of the County of Nassau against the parcel known as 361 Eastern Parkway, Farmingdale, New York 11735, also known as Section 49, Block 57, Lot 5 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

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AL

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

**TO:** FRANK M. SCALERA, TOWN ATTORNEY

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

**DATE:** MARCH 7, 2022

**SUBJECT:** 361 EASTERN PARKWAY, FARMINGDALE  
SECTION 49, BLOCK 57, LOT 5

---

The dangerous buildings located at the above referenced property were demolished by the Town of Oyster Bay, following the procedures of Chapter 96 (Dangerous and Abandoned Buildings), Section 20 (Emergencies) of the Code of the Town of Oyster Bay. Additionally, pursuant to Chapter 93, this Department's outside legal counsel has attempted to get the Town reimbursed for the outstanding emergency demolition fees, but the subject property owner has failed to comply with the request. According to Chapter 93, Section 19 (Reimbursements for Work Performed) of the Code of the Town of Oyster Bay, the Town can be reimbursed for the emergency demolition costs by approving an assessment to the subject property's tax bill. Enclosed are copies of the supporting documentation and costs relating to the emergency demolition of the dangerous buildings on the subject property. The costs for the emergency demolition are as follows:

- |   |              |
|---|--------------|
| 1) T.O.B. Highway Department Demolition/Clean-Up Costs: | \$314,873.15 |
| 2) Legal Costs:   | \$8,536.44   |
| 3) Consulting Engineering Costs:                        | \$1,440.00   |

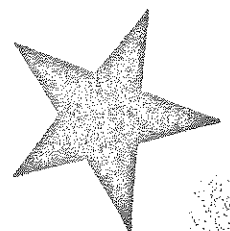
Total: \$324,849.59

It is respectfully requested that your Office take the necessary steps in order to obtain an approval for an assessment of \$324,849.59 to be added to the subject property tax bill in order to be reimbursed for the Town's work to demolish the dangerous buildings on the subject property.

Thank you for your attention to this matter. If you have any questions, kindly contact the undersigned at extension 6294.

  
ELIZABETH L. MACCARONE  
COMMISSIONER

ELM:tz  
Encls.







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

ELIZABETH L. MACCARONE  
COMMISSIONER

TIMOTHY R. ZIKE  
DEPUTY COMMISSIONER

JAMES McCaffrey  
DEPUTY COMMISSIONER

November 23, 2021

Mr. Samuel Habibian  
361 Eastern Parkway, LLC  
23 Front Street – Suite 1P  
Hempstead, New York 11550

RE: 361 EASTERN PARKWAY – FARMINGDALE, NEW YORK  
SECTION 49, BLOCK 57, LOT 5  
DEMOLITION OF A DANGEROUS BUILDING NOTICE

Dear Mr. Habibian:

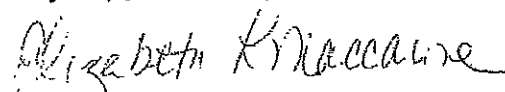
Please be advised that this Department has conducted an inspection of the fire damaged building located at the above referenced property on November 17, 2021. Based on the inspection results and pursuant to Chapter 96 (Dangerous Buildings and Abandoned Buildings), Section 20 (Emergencies) of the Code of the Town of Oyster Bay, this Department has determined that the entire structure located on the subject property is deemed to be a DANGEROUS BUILDING. This Department has **ORDERED** that the DANGEROUS BUILDING be **SECURED** and **DEMOLISHED** immediately by the Town of Oyster Bay Highway Department since the building poses a threat to the safety and welfare of the general public.

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

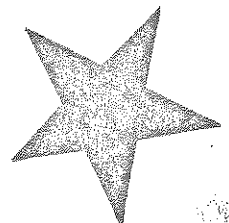
Interference with this order may be considered an obstruction of governmental authority and will be subject to further Code Enforcement action and/or penal actions taken by other law enforcement agencies.

If you have any further questions regarding this matter, kindly contact this Department's outside legal counsel, Andrew Preston, Esq. at (516) 746-5599.

Very truly yours,

  
ELIZABETH L. MACCARONE  
COMMISSIONER

ELM:tz

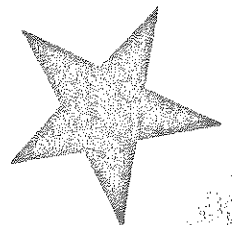




361 Eastern Parkway, LLC

November 23, 2021  
Page 2

cc: Frank M. Scalera, T.O.B. Town Attorney  
Andrew Preston, Counsel to the Town of Oyster Bay  
John Bishop, Deputy Commissioner, T.O.B. Highway Department  
Michael Esposito, T.O.B. Code Enforcement Bureau  
Justin McCaffrey, Commissioner, T.O.B. Department of Public Safety  
Nassau County Police Department  
Suffolk County Water Authority  
PSE&G Long Island  
National Grid





## Michael Esposito

---

**From:** Timothy R. Zike  
**Sent:** Wednesday, November 17, 2021 11:00 AM  
**To:** John Bishop  
**Cc:** Leslie Maccarone; Gregory Carman; Frank Scalera; Michael Esposito; Matthew Fernando; Justin McCaffrey; Brian Nevin; Andrew Preston <APreston@BeeReadyLaw.com> (APreston@BeeReadyLaw.com)  
**Subject:** 361 Eastern Parkway, Farmingdale

**This message has been archived. View the original item**

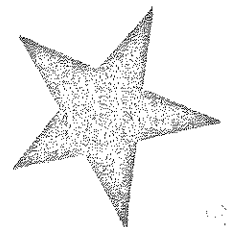
John,

Pursuant to Chapter 96 (Dangerous and Abandoned Buildings), Section 20 (Emergencies) of the Code of the Town of Oyster Bay, this Department has declared that the building located at 361 Eastern Parkway, Farmingdale, New York (Section 49, Block 57, Lot 5) is a "Dangerous Building" and therefore it is to be secured.

It is respectfully requested that the Town of Oyster Bay Highway Department have personnel immediately erect a fence around the subject property.

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

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





THIS INDENTURE, made the 1st day of

July

2017

BETWEEN

[REDACTED]

party of the first part, and

[REDACTED]

party of the second part,

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

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

Town: Oyster Bay - School District: 22 - Section: 49 - Block: 52 - Lot: 5

Property known as: 381 Eastern Parkway Farmingdale NY 11735

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

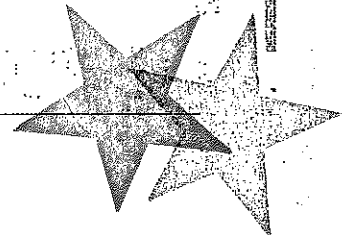
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of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

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

IN PRESENCE OF:

For Foreva Realty LLC

By: [REDACTED]





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

January 14, 2022

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

**FROM:** JOHN P. BISHOP, DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

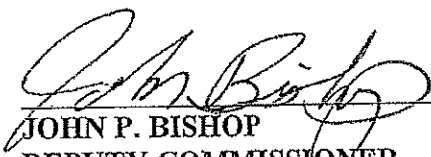
**SUBJECT:** 361 EASTERN PARKWAY, FARMINGDALE  
BOARD-UP, FENCING AND TAKE DOWN

---

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

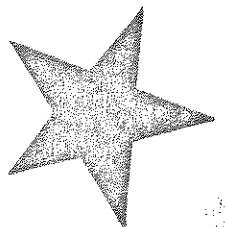
In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$209,153.15 for labor and Material as well as equipment rental from Town private contractors in the amount of \$105,720.00 for a total amount of \$314,873.15.

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

  
JOHN P. BISHOP  
DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet







# MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (49-57-5) 361 EASTERN PKWY FARMINGDALE 11735

Date Dec 14, 2021

Work Order # 89082

## Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
MICHAEL R GIORDANO	General Maintenance	08:00	\$32.05	00:00	0	\$256.40
JUAN ALFARO	General Maintenance	01:30	\$27.81	00:00	0	\$41.71
GREGORY MARCHESE	General Maintenance	08:00	\$51.21	00:00	0	\$409.68
MICHAEL RICCARDO	General Maintenance	01:30	\$50.05	00:00	0	\$75.07
JASON WAHL	General Maintenance	67:00	\$34.84	00:00	0	\$2334.28
OSCAR GUEVARA	General Maintenance	01:30	\$26.30	00:00	0	\$39.45
JOHN KOZIKOWSKI	General Maintenance	72:00	\$37.65	00:00	0	\$2710.80
ROBERT SANZOVERINO	General Maintenance	56:00	\$27.05	00:00	0	\$1514.80
LOUIS CICCOLELLA	General Maintenance	16:00	\$23.03	00:00	0	\$368.48
BRIAN HIGGINS	General Maintenance	01:30	\$21.29	00:00	0	\$31.94
JOHN MURRAY	General Maintenance	01:30	\$15.00	00:00	0	\$22.50
Total Labor						\$7805.11

## Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
BH013	BACK HOE 2008 KOMAT 200LC YW	\$168.00	15:00	\$2520.00
BH014	COMPACT EXCAVATOR 2011 DERE 50D BL	\$168.00	56:00	\$9408.00
PU437	PICK UP 2012 FORD F250 TAN (8 / 008)	\$79.00	01:30	\$118.50
SK014	2018 GEHL SKID STEER	\$26.00	67:00	\$1742.00
TD635	TRUCK DUMP 2008 FORD F350 YW (T275 / T-275) - Power Wagons	\$105.00	01:30	\$157.50
TD717	TRUCK DUMP 2013 INTER 7300 YELLO (T-161)- 6 Wheeler	\$131.00	11:00	\$1441.00
TD749	2019 INTER 7300 6 WHEELER YW	\$131.00	56:00	\$7336.00
TD753	PICK UP 2019 FORD F450 YW	\$79.00	01:30	\$118.50
TH008	TRACTOR HORSE 2011 INTER 7600 YW (PT-941 / PT941)	\$93.00	71:00	\$6603.00
TR063	TRAILER 1988 EBEAV 10HDB YW (PL-623 / PL623)	\$105.00	11:00	\$1155.00
TR145	TRAILER 2006 CCOUN V3T12 YW	\$105.00	01:30	\$157.50
TR191	TRAILER 2012 ETNYR 55LTD YW	\$105.00	71:00	\$7455.00
TU047	TRUCK UTILITY 2009 FORD F-250 YW (HP-900)	\$79.00	15:00	\$1185.00
Total Equipment				\$39397.00

## Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Temporary Fence	\$114.40	24	\$2745.60
Tipping Fee (per ton)	\$88.92	1782	\$158455.44
Total Materials			\$161951.04

**Grand Total \$209153.15**

## Description of Work:

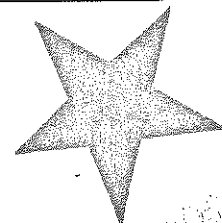
FENCE PROPERTY AT 361 EASTERN PARKWAY FM

Signature: 

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Jan 11, 2022





**Horen Sand & Gravel Corp.**  
**85 Oak Drive**  
**Syosset, NY 11791**

# Invoice

Date	Invoice #
12/15/2021	20211204

Bill To

Ship To

TOWN OF OYSTER BAY  
 74 Audrey Ave.  
 Oyster Bay, NY 11771

361 Eastern Parkway  
 Farmingdale

P.O. #	Terms	Transport Charges
Work Order # 89797	Net 30	Yes

Date	Item	Quantity	Unit	Truck/Ticket #/Desc.	Rate	Amount
12/1/2021	980 Payloader	8	Hours	980G Payloader / 5904 ✓	325.00	2,600.00
12/2/2021	980 Payloader	8	Hours	980G Payloader / 8364 ✓	325.00	2,600.00
12/6/2021	980 Payloader	8	Hours	980G Payloader / 8906 ✓	325.00	2,600.00
12/7/2021	980 Payloader	8	Hours	980G Payloader / 8907 ✓	325.00	2,600.00
12/8/2021	980 Payloader	8	Hours	980G Payloader / 8905 ✓	325.00	2,600.00
12/9/2021	980 Payloader	8	Hours	980G Payloader / 8908 ✓	325.00	2,600.00
12/10/2021	980 Payloader	8	Hours	980G Payloader / 8917 ✓	325.00	2,600.00
12/13/2021	980 Payloader	8	Hours	980G Payloader / 8919 ✓	325.00	2,600.00
12/14/2021	980 Payloader	8	Hours	980G Payloader / 8926 ✓	325.00	2,600.00
12/1/2021	Trac Trl	8	Hours	Tractor Trailer / 5906 ✓	345.00	2,760.00
12/1/2021	Trac Trl	8	Hours	Tractor Trailer / 5907 ✓	345.00	2,760.00
12/2/2021	Trac Trl	8	Hours	Tractor Trailer / 8365 ✓	345.00	2,760.00
12/2/2021	Trac Trl	8	Hours	Tractor Trailer / 8366 ✓	345.00	2,760.00
12/9/2021	Trac Trl	8	Hours	Tractor Trailer / 8901 ✓	345.00	2,760.00
12/9/2021	Trac Trl	8	Hours	Tractor Trailer / 8902 ✓	345.00	2,760.00
12/9/2021	Trac Trl	8	Hours	Tractor Trailer / 8903 ✓	345.00	2,760.00
12/9/2021	Trac Trl	8	Hours	Tractor Trailer / 8904 ✓	345.00	2,760.00
12/10/2021	Trac Trl	8	Hours	Tractor Trailer / 8913 ✓	345.00	2,760.00
12/10/2021	Trac Trl	8	Hours	Tractor Trailer / 8914 ✓	345.00	2,760.00
12/10/2021	Trac Trl	8	Hours	Tractor Trailer / 8915 ✓	345.00	2,760.00
12/10/2021	Trac Trl	8	Hours	Tractor Trailer / 8916 ✓	345.00	2,760.00
12/13/2021	Trac Trl	8	Hours	Tractor Trailer / 8918 ✓	345.00	2,760.00
12/13/2021	Trac Trl	8	Hours	Tractor Trailer / 8920 ✓	345.00	2,760.00
12/13/2021	Trac Trl	8	Hours	Tractor Trailer / 8921 ✓	345.00	2,760.00

Thank you for your business.

**Subtotal**

**Sales Tax (8.625%)**

**Total**

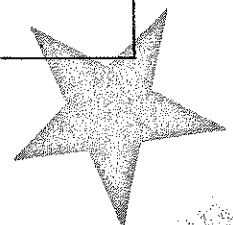
**Balance Due**

Phone #

Fax #

516-364-2972

516-364-3984





# Invoice

Date	Invoice #
12/15/2021	20211204

Bill To

Ship To

TOWN OF OYSTER BAY  
74 Audrey Ave.  
Oyster Bay, NY 11771

361 Eastern Parkway  
Farmingdale

P.O. #	Terms	Transport Charges
Work Order # 89797	Net 30	Yes

Date	Item	Quantity	Unit	Truck/Ticket #/Desc.	Rate	Amount
12/13/2021	Trac Trl	8	Hours	Tractor Trailer / 8922	345.00	2,760.00
12/14/2021	Trac Trl	8	Hours	Tractor Trailer / 8927	345.00	2,760.00

Thank you for your business.

<b>Subtotal</b>	<b>\$70,320.00</b>
<b>Sales Tax (8.625%)</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$70,320.00</b>
<b>Balance Due</b>	<b>\$70,320.00</b>

Phone #	Fax #
516-364-2972	516-364-3984



**Horan Sand & Gravel Corp.**  
**85 Oak Drive**  
**Syosset, NY 11791**

# Invoice

Date	Invoice #
12/15/2021	20211204-A

Bill To

TOWN OF OYSTER BAY  
74 Audrey Ave.  
Oyster Bay, NY 11771

Ship To

361 Eastern Parkway  
Farmingdale, N.Y.

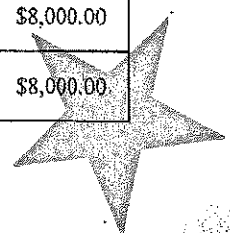
P.O. #	Terms	Transport Charges
Work Order # 89797	Net 30	Yes

Date	Item	Quantity	Unit	Truck/Ticket #/Desc.	Rate	Amount
12/6/2021	470 Excavator	8	Hours	470 / Excavator / 8909 ✓	500.00	4,000.00
12/7/2021	470 Excavator	8	Hours	470 / Excavator / 5813 ✓	500.00	4,000.00

Thank you for your business.

Phone #	Fax #
516-364-2972	516-364-3984

<b>Subtotal</b>	\$8,000.00
<b>Sales Tax (8.625%)</b>	\$0.00
<b>Total</b>	\$8,000.00
<b>Balance Due</b>	\$8,000.00







# Invoice

Bill to: Town of Oyster Bay

Remit to: Posillico Civil, Inc.

150 Miller Place 1st Fl. RM 115  
Syosset, NY 11791

Accounts Receivable  
1750 New Highway  
Farmingdale, NY 11735

361 Eastern Parkway

Client	CM Reference	Invoice #	Invoice Date	Due Date	Terms	
20006 / SO# 061-20		22158	12/31/2021	1/30/2022	Net Due in 30 Day	
Month/Trans	Line	Description	Material	Unit Price	Quantity	Amount
12/21	219	1 Equipment Hire		0.00	0.00	14,000.00

12/1/21 2 Tractor Trailers 10 hours each @ \$350.00/per hour-\$7,000.00  
12/2/21 2 Tractor Trailers 10 hours each @ \$350.00/per hour-\$7,000.00

Total \$14,000.00

Notes:

Total \$14,000.00  
Sales Tax  
Less Disc  
Less Retainage  
Total Due \$14,000.00

Posillico Civil, Inc. 1750 New Highway, Farmingdale, NY 11735

Phone: 631-249-1872 Fax: 631-391-8449





**PRATT BROTHERS, INC.**

GENERAL CONTRACTING • HEAVY CONSTRUCTION

45 S. Fourth Street • Bay Shore, NY 11706-1210 • Phone: 631-667-6800 • Fax: 631-289-3843

## Invoice

**Bill to:** Town Of Oyster Bay  
74 Audrey Avenue  
Attn: Accounting  
Oyster Bay, NY 11771

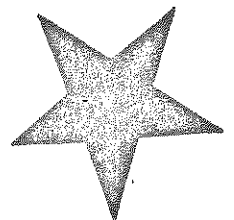
\* HAULING Dem From  
316 EASTERN PKWY  
FARMINGDALE NY

Cust #	Customer Ref	Invoice #	Invoice Date	Due Date	Disc Date	Terms
104500	SO061-20	9364	12/23/21	01/22/22		Net 30 Days

Month/Trans	Line	Description	Contract	Item	Unit Price	Quantity	Amount
12/21 30	1	Payloader with Operator, Straig	21002-	1	275.00000	16.000	4,400.00
		12/1 - #521 Komatsu 470 - A Klezick					
		Equip Form #5903					
		12/2 - #521 Komatsu 470 - A Klezick					
		Equip Form #8362					

Notes:

Total	\$4,400.00
Sales Tax	
Less Retainage	
<b>Total Due</b>	<b>\$4,400.00</b>





**DF STONE CONTRACTING LTD.**1230 Station Road  
Medford, NY 11763**INVOICE**

Invoice Number: 29017

Invoice Date: Jan 4, 2022

Page: 1

Voice: (631) 924-7500

Fax: (631) 924-7178

<b>Bill To:</b>
Town of Oyster Bay - Highway Dept. Attn: Accounting 150 Miller Place Syosset, NY 11791

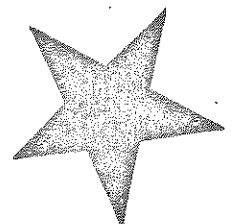
<b>Ship to:</b>
Re: Contract #SO061-20 Hauling Demo from 316 Eastern Pkwy in Farmingdale to Oyster Bay Landfill

Customer ID	Customer PO	Payment Terms	
TOYSTER/HIGHWAY		Net Due	
Sales Rep. ID	Shipping Method	Ship Date	Due Date
			1/4/22

Quantity	Item	Description	Unit Price	Amount
1.00		12/1/21 hour - Travel Time - Reporting to Town	225.00	225.00
8.00		hours - 40 Cubic Yard Tractor Trailer - Complete with Operator - REGULAR TIME - ✓ Ticket #5901 - James McDonald	225.00	1,800.00
1.00		hour - Travel Time - Returning to Contractor's Yard	225.00	225.00
1.00		hour - Travel Time - Reporting to Town	225.00	225.00
8.00		hours - 40 Cubic Yard Tractor Trailer - Complete with Operator - REGULAR TIME - ✓ Ticket #5902 - Rodrigo Escalante	225.00	1,800.00
1.00		hour - Travel Time - Returning to Contractor's Yard	225.00	225.00
1.00		12/2/21 hour - Travel Time - Reporting to Town	225.00	225.00
8.00		hours - 40 Cubic Yard Tractor Trailer - Complete with Operator - REGULAR TIME - ✓ Ticket #08359 - James McDonald	225.00	1,800.00
1.00		hour - Travel Time - Returning to	225.00	225.00

Subtotal	Continued
Sales Tax	Continued
Total Invoice Amount	Continued
Payment/Credit Applied	
<b>TOTAL</b>	<b>Continued</b>

Check/Credit Memo No:





**DF STONE CONTRACTING LTD.**1230 Station Road  
Medford, NY 11763**INVOICE**Invoice Number: 29017  
Invoice Date: Jan 4, 2022  
Page: 2Voice: (631) 924-7500  
Fax: (631) 924-7178**Bill To:**Town of Oyster Bay - Highway Dept.  
Attn: Accounting  
150 Miller Place  
Syosset, NY 11791**Ship to:**Re: Contract #SO061-20  
Hauling Demo from 316 Eastern Pkwy  
in Farmingdale to Oyster Bay Landfill

Customer ID	Customer PO	Payment Terms	
TOYSTER/HIGHWAY		Net Due	
Sales Rep ID	Shipping Method	Ship Date	Due Date
			1/4/22

Quantity	Item	Description	Unit Price	Amount
		Contractor's Yard		
1.00		hour - Travel Time - Reporting to Town	225.00	225.00
8.00		hours - 40 Cubic Yard Tractor Trailer - Complete with Operator - REGULAR TIME - Ticket #08360 - Rodrigo Escalante	225.00	1,800.00
1.00		hour - Travel Time - Returning to Contractor's Yard	225.00	225.00
Subtotal				9,000.00
Sales Tax				
Total Invoice Amount				9,000.00
Payment/Credit Applied				
<b>TOTAL</b>				<b>9,000.00</b>

Check/Credit Memo No:





## Michael Esposito

---

**From:** Andrew Preston <APreston@BeeReadyLaw.com>  
**Sent:** Tuesday, January 18, 2022 12:00 PM  
**To:** Michael Esposito  
**Cc:** Leslie Maccarone; Timothy R. Zike; Ken Bishop  
**Subject:** RE: 361 Eastern Parkway Farmingdale  
**Attachments:** 361 Eastern Pkwy.pdf

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

Good morning Michael,  
This office's costs are attached – fees are \$8,106.25, expenses are \$430.19 for a total of \$8,536.44.  
Please let me know if more information is required.  
Thank you,

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

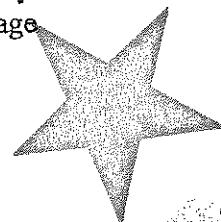
**From:** Michael Esposito <mesposito@oysterbay-ny.gov>  
**Sent:** Tuesday, January 18, 2022 10:29 AM  
**To:** Andrew Preston <APreston@BeeReadyLaw.com>  
**Cc:** Leslie Maccarone <lmaccarone@oysterbay-ny.gov>; Timothy R. Zike <tzike@oysterbay-ny.gov>; Ken Bishop <kbishop@oysterbay-ny.gov>  
**Subject:** 361 Eastern Parkway Farmingdale

Andrew  
Highway is asking for the paperwork associated with the demolition to justify the fees. Can you please forward to me whatever you have relating to the subject property.  
Thanks

*Michael G. Esposito*

Bureau Chief  
Code Enforcement Bureau  
Town of Oyster Bay  
74 Audrey Avenue  
Oyster Bay, New York 11771  
(516) 624-6237

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







# TOWN OF OYSTER BAY

## CLAIM

AUDREY AVENUE, OYSTER BAY, NEW YORK 11771

TAXPAYER IDENTIFICATION NUMBER

FEDERAL ID # ☐ SOCIAL SECURITY # ☐

11-3547453

CLAIMANT'S NAME  
Cashin Spinelli & Ferretti, LLC

VENDOR #

CONTRACT #  
PWC

ORDER #  
E00002763

CLAIMANT'S ADDRESS  
801 Motor Parkway, Hauppauge, NY 11788

CONTRACT NAME  
Structural Inspections

TOWN DEPARTMENT  
Department of Planning and Development

CLAIMANT INVOICE #  
47490

INVOICE DATE  
11/29/2021

RESO #  
659-2021

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

### DETAILED DESCRIPTION OF MATERIALS OR SERVICES

DATE	DESCRIPTION	UNIT PRICE	TOTAL
	Claim Number: 1 - 361 Eastern		
	Claim Period: October 6, 2021 - October 15, 2021		
	Contract Authorization: \$15,000.00		
	Approved Increases: \$		
	Revised Contract Authorization: \$15,000.00		
	9% Complete		
	Previous Cost to Date: \$0.00		
	Amount of Claim: \$1,440.00		\$1,440.00
	New Cost to Date: \$1,440.00		
	TOB Engineering PM Initials:		
	TOB Engineering Signature:		

THE BELOW CERTIFICATION MUST BE PROPERLY FILLED OUT BY THE CLAIMANT

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

TOTAL AMOUNT	\$1,440.00
CASH DISCOUNT %	
NET AMOUNT	\$1,440.00

One Thousand Four Hundred Forty Dollars and Zero Cents

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

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

Signature

Title

Principal

Date 11/29/2021

Print or type name

Stephen P. Ferretti

Name of Company

Cashin Spinelli & Ferretti, LLC

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

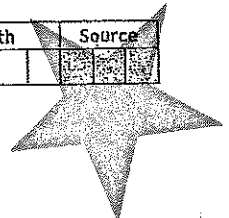
Signature

Title

Date

### FOR INTERNAL USE ONLY:

Invoice Date	Vendor #	Invoice #	Dept.	Fund	Function	Main Acc.	Sub Acc.	Auth	Source
11/29/2021									







**Cashin Spinelli & Ferretti, LLC**

SURETY CONSULTING • MUNICIPAL PLANNING • CONSTRUCTION MANAGEMENT

New York • Connecticut • Pennsylvania • Illinois

October 12, 2021

Via Email & U.S. Mail

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

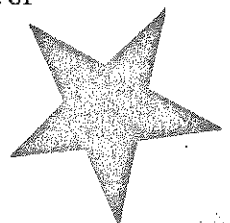
Re: 361 Eastern Parkway Farmingdale, NY 11735  
Section: 49 Block: 057 Lot: 5  
CSF No.: 40:1815.027

Dear Commissioner Maccarone:

On behalf of Cashin Spinelli & Ferretti, LLC ("CSF"), Lukas Argyros, AIA, NCARB conducted a visual inspection on October 6, 2021 of the exterior and interior of the vacant industrial building located in the Town of Oyster Bay ("Town") at 361 Eastern Parkway, Farmingdale, New York. During CSF's inspection, numerous building code violations and dangerous conditions were observed. This report is intended to address CSF's observations and recommendations regarding the subject premises.

The subject building is a two story, masonry, steel, and wood industrial structure, at approximately, 27,000 SF, with a concrete foundation. The exterior walls are mostly solid masonry construction, with most areas comprised of brick and others are concrete masonry units (CMU). The roof structure varies as the building has been extensively renovated to add additional manufacturing/storage space. The roof is mostly an EPDM membrane, but with some areas of the structure covered in a corrugated composite material. There are signs of many leaks in most areas of the building. A large portion of the building, which is composed of the wood trusses, along the LIRR train tracks has been partially demolished, but left in place. This occurred several years ago, as following a significant winter storm, the building was in jeopardy of collapsing onto the tracks and posed a major safety issue. Additionally, much of the industrial building is in a state of extreme disrepair. Almost all facades of the building exhibit severe structural cracking of the masonry structure that would require significant repair and or reconstruction. The glass in almost every window in the building has been broken and only some areas have been boarded up. There is trash and debris at various locations inside and around the building. Multiple doors were found to be open and there is evidence that several people are actively living in the building, as the building is not secured and has also been vandalized countless times.

The interior of this building is in an extremely poor condition, which poses a significant health and safety situation. All lights and walls are destroyed by vandalism. There is trash and debris throughout the interior. Due to the industrial nature of the building, there are many areas of open floors, pits, and mezzanine areas to facilitate the industrial production that occurred here. Most of





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these areas are unprotected, unlit and extremely dangerous. Severe suspect mold is present especially on the first floor and trash strewn areas, which is due to the severe water infiltration, through various locations.

This building is only partially boarded up and the site is not secured constituting a public safety hazard, especially due to the advanced state of decay of the building. It was reported that on August 12, 2021, a teenager fell through the roof, but was not severely hurt. The outcome could have been much worse and makes the case that there are security and safety issues in this building.

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

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

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

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

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

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

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

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

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

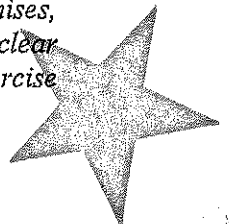
*This code shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare insofar as they are affected by the continued occupancy and maintenance of structures and premises. Existing structures and premises that do not comply with these provisions shall be altered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

\* \* \*

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

##### **107.1 General.**

*If the authority having jurisdiction determines, during the inspection or otherwise, that a premises, building or structure, or any building system or equipment, in whole or in part, constitutes a clear and imminent threat to human life, safety or health, the authority having jurisdiction shall exercise*





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*its powers in due and proper manner so as to extend to the public protection from the hazards of threat to human life, safety, or health.*

#### **107.1.1 Unsafe structures.**

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

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

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

Based on the conditions observed on October 6, 2021, this structure is unsafe and unfit for human occupancy. The structure is partially collapsed, in a state of further collapse and overall, the structure is in a state of extreme disrepair and shows no signs of maintenance or repairs, except for some active cleanup of garbage and refuse.

\* \* \*

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

#### **CHAPTER 3 GENERAL REQUIREMENTS**

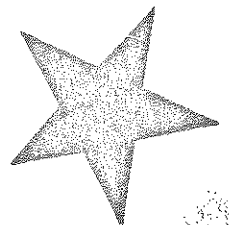
#### **SECTION 301 GENERAL**

##### **301.1 Scope.**

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

##### **301.2 Responsibility.**

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





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### **301.3 Vacant structures and land.**

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

It is evident that the property has not been maintained by the Owner, as the property and structure are in an extremely poor condition, causing a blighting problem to the surrounding area and posing a serious threat to the public health, safety, and welfare, as it has already.

\* \* \*

## **SECTION 302 EXTERIOR PROPERTY AREAS**

### **302.1 Sanitation**

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

This property does not comply and is not maintained in a clean, safe and sanitary condition. At the time of the inspection, a contractor, that was hired by the Owner, was in the process of cleaning up and removing large amounts of garbage, refuse and debris that was covering the property. However, a significant amount remained.

### **302.3 Sidewalks and driveways**

*Sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair and maintained free from hazardous conditions.*

Most parking areas were ripped up down to the soil with some RCA (recycled concrete aggregate). Piles of asphalt were left in the front of the property.

### **302.4 Weeds**

*Except as provided for in statute, local law, ordinance, or other regulations, all developed areas of a premises that are intended to be used by building occupants or the public shall be maintained free from weeds in excess of 10 inches (254 mm). Noxious weeds shall be prohibited.*

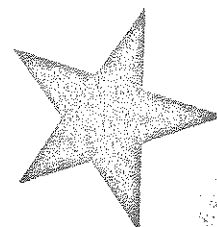
Various areas of the property have extensive overgrowth of weeds and vegetation.

\* \* \*

## **SECTION 304 EXTERIOR STRUCTURE**

### **304.1 General.**

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





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This structure is not maintained in good repair. The structure has many significant structural failures. These conditions pose a threat to the public health, safety, and welfare.

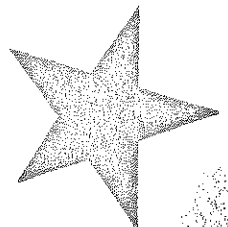
#### **304.1.1 Unsafe Conditions**

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

The following are specific issues that apply to this structure.

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or required strength.
2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
3. Structures or components thereof that have reached their limit state.
4. Siding and masonry joints including joints between building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or watertight.
5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
7. Exterior walls that are not anchored to supporting elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
8. Roofing or components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
12. Exterior stairs, decks, porches, balconies, and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads are resisting all load effects.
13. Chimneys, cooling towers, smokestacks, and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

\* \* \*





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

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

The exterior surfaces of this structure are not maintained in good condition and are not protected from the elements and decay. There are various areas of building joints, masonry joints, and building envelope joints (windows and doors) that are deteriorated and not watertight. The structure must be weather resistant and watertight to prevent any further deterioration.

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

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

Due to the partially collapsed structure, exposure to the elements and severe lack of maintenance, various areas of the structure are subject to continued deterioration and pose an extreme safety issue.

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

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

There are many areas of masonry that has cracked, spalled, and broken free from the building.

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

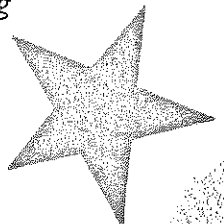
*The roof and flashing shall be sound, tight, and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions.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

The partially collapsed structure has no roof and various other areas of the roof exhibit damage and leaks.

#### **304.10 Stairways, decks, porches, and balconies**

*Every exterior stairway, deck, porch and balcony and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.*

The exterior metal stairs are missing proper rails and pose a significant safety issue.





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#### **304.11 Chimneys and towers**

*Chimneys, cooling towers, smokestacks, and similar appurtenances shall be maintained structurally safe and sound, and in good repair. Exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather coating materials, such as paint or similar surface treatment.*

The masonry chimney appears to be leaning towards the East and may not be structurally sound, which if that is so, it would collapse onto the adjacent property.

#### **304.13 Window, skylight, and door frames.**

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

Almost all windows, in the entire building, are broken. Doors frames are severely deteriorated.

\* \* \*

### **SECTION 305 INTERIOR STRUCTURE**

#### **305.2 Structural Members**

*Structural members shall be maintained structurally sound and be capable of supporting imposed loads.*

Due to the partially collapsed structure and exposure to the elements, various structural members are not sound. There is also evidence of fire damage to some areas of the interior and structural members.

#### **305.1 Interior Surfaces**

*Interior surfaces, including windows and doors, shall be maintained in good clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.*

Due to the structural failures throughout the building, many of the interior surfaces do not comply.

\* \* \*

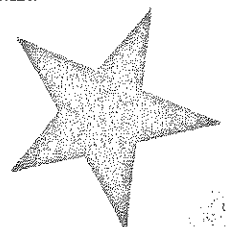
### **SECTION 308 RUBBISH AND GARBAGE**

#### **308.1 Accumulation of rubbish and garbage.**

*Exterior property and premises, and the interior of every structure, shall be free from any accumulation of rubbish or garbage.*

The exterior and interior of the property contains demolished building material, rubbish and garbage throughout all levels.

\* \* \*





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## **2020 FIRE CODE OF NEW YORK STATE**

### **CHAPTER 3 GENERAL REQUIREMENTS**

#### **SECTION 301 GENERAL**

##### **301.1 Scope.**

*The provisions of this chapter shall govern the occupancy and maintenance of all structures and premises for precautions against fire and the spread of fire and general requirements of fire safety.*

\* \* \*

#### **SECTION 311 VACANT PREMISES**

##### **311.1 General.**

*Temporarily unoccupied buildings, structures, premises or portions thereof, including tenant spaces, shall be safeguarded and maintained in accordance with Sections 311.1.1 through 311.6.*

##### **311.2 Safeguarding vacant premises.**

*Temporarily unoccupied buildings, structures, premises or portions thereof shall be secured and protected in accordance with Sections 311.2.1 through 311.2.3.*

##### **311.2.1 Security.**

*Exterior and interior openings open to other tenants or unauthorized persons shall be boarded, locked, blocked or otherwise protected to prevent entry by unauthorized individuals. The fire code official is authorized to placard, post signs, erect barrier tape or take similar measures as necessary to secure public safety.*

This building is only partially protected to prevent entry and the site is not secured.

\* \* \*

## **CODE OF THE TOWN OF OYSTER BAY**

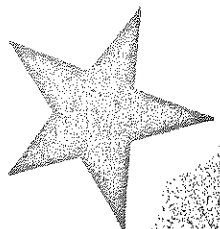
### **Chapter 182: Property Maintenance, Industrial and Commercial**

#### **§ 182-1. Title.**

This article shall be known as the "Industrial and Commercial Property Maintenance Ordinance in the Town of Oyster Bay" and is herein referred to as the "Industrial and Commercial Property Maintenance Ordinance" or "this article."

#### **§ 182-2. Purpose.**

The purpose of this article is to provide basic and uniform standards in terms of performance objectives implemented by specific requirements governing the conditions, occupancy and maintenance of industrial and commercial buildings and properties; and to establish reasonable safeguards for the safety, health and welfare of the occupants, users, employees, visitors and adjacent neighbors.





**§ 182-3. Applicability.**

Every portion of a building, premises or plot used or intended to be used for industrial or commercial use shall comply with the provisions of this article, irrespective of when such building shall have been constructed, altered or repaired, except as herein provided.

**§ 182-4. Exemptions.**

This article shall not apply to buildings or portions of buildings which house places of worship or Fire Departments.

**§ 182-5. Exterior maintenance; vacated premises.**

A. Exterior surfaces of premises, equipment, and appurtenances they are not inherently resistant to deterioration shall be periodically treated with a protective coat of paint or other suitable preservatives.

B. Exterior walls, roofs and porches or appurtenances of premises shall be maintained in a manner so as to prevent the collapse of the same or injury to the occupants of the aforesaid or to the public.

C. All exterior surfaces of premises, including but not limited to signs, billboards, window treatment, facades and canopies, shall be maintained in a clean and sanitary condition.

D. Exterior walls, roofs and other parts of premises shall be free from loose and unsecured objects or materials. If such objects or materials exist, they shall be removed, repaired or replaced.

E. Owners of a vacated premises shall take such steps and perform such acts as may be required from time to time to ensure that the building and its adjoining yards remain safe and secure and do not present a hazard to adjoining property or to the public.

F. All graffiti or defacing of premises, including fencing and screen shall be removed and the surface finish restored.

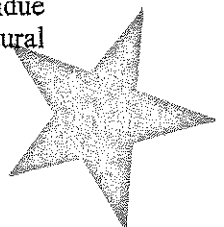
**§ 182-9. Garbage and refuse.**

B. It shall be prohibited to store or accumulate garbage or refused so as to prevent any exit from opening, to become a fire hazard or cause odors objectionable to adjacent properties.

**§ 182-10. Structural requirements.**

A. Buildings and parts of buildings shall be maintained so as to be capable of sustaining safely their own weight and the loads to which they may be subject.

B. Buildings shall be maintained so that the loads are transmitted to the soil without undue differential settlement, unsafe deformation or movement of the building or any structural parts.





- C. Buildings shall be maintained so that protection is provided for all structural members which may become structurally unsound if left unprotected.
- D. Roofing shall be maintained in a weathertight condition so as to prevent leakage into the building.

**§ 182-11. Environmental requirements.**

Plumbing, heating, electrical, ventilation, air-conditioning, fire protection and other mechanical equipment, installations or systems shall be maintained so that such equipment and systems shall not be a danger to health, safety or welfare and shall not constitute structural defects, sources of fire hazards or create excessive noise or otherwise be a nuisance.

**CODE OF THE TOWN OF OYSTER BAY**

**Chapter 96: Dangerous Buildings and Abandoned Buildings**

**§ 96-1. Legislative findings.**

*It is hereby declared and found by the Town Board of the Town of Oyster Bay that the purpose of this chapter is to provide basic and uniform standards governing the condition and maintenance of residential and commercial premises and establishing reasonable safeguards for the safety, health and welfare of the occupants and users of the premises and also for the residents of the Town of Oyster Bay.*

\* \* \*

**§ 96-2. Definitions and word usage.**

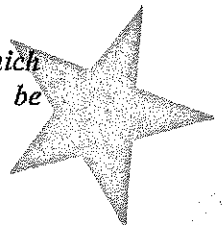
*A. As used in this chapter, the following terms shall have the meanings indicated:*

*BOARDED and BOARDING — Clear, impact-resistant polycarbonate sheeting of a thickness in excess of 3/16 inch, except as otherwise directed by the Commissioner. [Added 1-9-2018 by L.L. No. 2-2018]*

Any boarding to this building has been broken into and there are no boardings on the windows.

*DANGEROUS BUILDINGS — Any building or structure which has any or all of the following conditions: (Items in bold and noted "Emphasis Added" apply to this structure)*

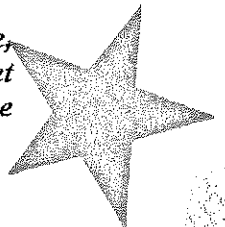
- (1) Those where any interior wall or walls or other structural load-bearing members list, lean or buckle to such an extent that a plumb line, passing from any overhead supporting member through the center of gravity, falls outside the middle third of its base. [Emphasis Added]*
- (2) Those which, exclusive of the foundations, show 33 1/3% or more of deterioration of the supporting member or members or 50% or more damage to or deterioration of the non-supporting, enclosing or exterior walls or covering. [Emphasis Added]*
- (3) Those which have improperly distributed loads upon the floors or roofs or in which the floors or roofs are overloaded, or which have insufficient strength to be*





*reasonably safe for the purpose used and which do not meet minimum standards prescribed by the New York State Uniform Fire Prevention and Building Code. [Emphasis Added]*

- (4) Those having inadequate or insufficient facilities for ingress and egress in the event of fire, panic or other emergency or those having insufficient stairways, elevators, fire escapes, aisles, passageways, corridors or other means of access and which do not meet minimum standards prescribed by the New York State Uniform Fire Prevention and Building Code. [Emphasis Added]*
- (5) Those which have parts thereof which are so attached or connected in such a manner that they may fall, collapse or cause damage and injury to the occupants thereof or other persons or property. [Emphasis Added]*
- (6) Those which, in whole or in part, used for residential, commercial, mercantile, industrial, storage, assembly, institutional or any other purpose for want of repair, lack of sufficient fire escapes or exits or by reason of age, fire or dilapidated condition or from any other cause may now be or shall at any time hereafter become unsafe or dangerous structurally or a fire hazard or a nuisance to the general public. [Emphasis Added]*
- (7) A vacant and abandoned building. [Amended 1-9-2018 by L.L. No. 2-2018] [Emphasis Added]*
- (8) Those which have been damaged by fire, wind, act of vandalism or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the Town of Oyster Bay. [Emphasis Added]*
- (9) Those which have become or are so dilapidated, decayed, unsafe or unsanitary or which so utterly fail to provide the amenities essential to decent living that they are unfit for human habitation, as are likely to cause sickness or disease, so as to work injury to the health, morals, safety or general welfare of those living therein or to the people of the Town of Oyster Bay. [Emphasis Added]*
- (10) Those having light, air and sanitation facilities which are inadequate to protect the health, morals, safety or general welfare of human beings who live or may live therein.*
- (11) Those buildings or structures in which there exist violations of any provision of any code or ordinance of the Town of Oyster Bay, so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the Town of Oyster Bay. [Emphasis Added]*
- (12) Those which, in whole or in part, have an electrical wiring system which is defective, or is an improper type of wiring for the purpose intended, or which fails to meet ventilation requirements as prescribed by applicable provisions of law, or which have*





*plumbing, sewage or drainage facilities that are not in conformity with applicable building and plumbing codes. [Emphasis Added]*

*VACANT AND ABANDONED — Real property which displays no evidence that any persons are residing there and is not maintained in a manner consistent with the standards set forth in New York Property Maintenance Code Chapter 3. [Added 1-9-2018 by L.L. No. 2-2018]*

*(2) Evidence of lack of occupancy shall include but not be limited to the following conditions:*

- (a) Overgrown or dead vegetation [Emphasis Added]*
- (b) Accumulation of newspapers, circulars, flyer or mail; [Emphasis Added]*
- (c) Past-due utility notices, disconnected utilities, or utilities not in use;*
- (d) Accumulation of trash, refuse or other debris; [Emphasis Added]*
- (e) Absence of window coverings such as curtains, blinds, or shutters;*
- (f) One or more boarded, missing or broken windows; [Emphasis Added]*
- (g) The property is open to casual entry or trespass; or [Emphasis Added]*
- (h) The property has a building or structure that is or appears structurally unsound or has any other condition that presents a potential hazard or danger to the safety of persons. [Emphasis Added]*

\* \* \*

**§ 96-3. Declaration of nuisances.**

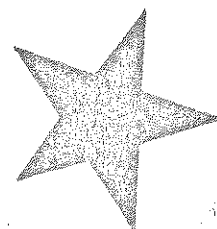
*All dangerous buildings, as defined by § 96-2 of this chapter, are hereby declared to be public nuisances and shall be sealed, boarded up, vacated and/or repaired, secured, demolished, and removed as hereinafter provided.*

\* \* \*

**§ 96-15. Repair and demolition standards.**

*The following standards shall be followed in substance by the Commissioner in ordering repair or demolition or vacation:*

- A. If the dangerous building can reasonably be repaired so that it will no longer exist in violation of the terms of this chapter, it shall be ordered repaired.*





- B. In any case where a dangerous building is 50% damaged or decayed or deteriorated from its original value or structure or where the owner refuses or fails to make ordered repairs, it shall be demolished, and, in all cases where a building cannot be repaired so that it will no longer exist in violation of the terms of this chapter, it shall be demolished. In all cases, where a dangerous building is a fire hazard, existing or erected in violation of the terms of this chapter or any ordinance of the Town or statute of the State of New York, it shall be demolished and/or repaired.*
- C. If the dangerous building is in such condition as to make it dangerous to the health, morals, safety or general welfare of its occupants, it shall be ordered to be vacated.*

\* \* \*

**§ 96-20. Emergencies.**

*Any provision of this chapter to the contrary notwithstanding, where it reasonably appears that there is imminent danger to the life, health, safety and/or welfare of any person unless a dangerous building or structure, as defined herein, is immediately sealed, boarded up, repaired, vacated or demolished, the Commissioner shall cause the immediate sealing, boarding up, fencing in, reparation, vacation and/or demolition of such dangerous building or structure. The cost of such emergency repair, vacation or demolition of such dangerous building or structure shall be collected in the same manner as provided in § 96-19 hereof.*

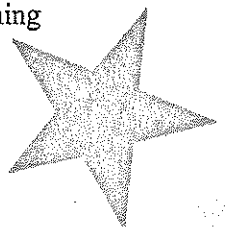
\* \* \*

It is evident that the owner has not taken any of the required steps to perform maintenance as is required to ensure the entire site is safe and secure and does not present a hazard to the adjoining property owners and to the general public. This building is clearly in violation of the Town of Oyster Bay Property Maintenance Code.

Pursuant to the above definitions, this building is unsafe, lacks maintenance and is in a state of disrepair. CSF believes this site poses a threat to the health, safety, and general welfare of the public. As previously referenced, an individual has already been hurt, due to the unsecure access and dangers that exist within this structure.

Based on our inspection of October 6, 2021, the owner has not corrected various defects on the building and property. It is CSF's recommendation that this structure is unsafe and if it is not majorly secured, repaired, and restored according to the New York State and Town of Oyster Bay Building Codes, it should be demolished.

Per Industrial Code Rule 56 Asbestos, Department of Labor, subpart 56-5, paragraph 56-5.1 Asbestos Survey Requirements, if a building/structure is certified to be unsound or slated for contracted demolition, the building/structure shall be assumed to contain asbestos unless the building/structure is adequately certified to be free of asbestos containing material (ACM). If the building/structure is not certified to be ACM-free, demolition should be performed assuming





Leslie Maccarone, Commissioner  
October 12, 2021  
361 Eastern Parkway Farmingdale, NY 11735  
Page 14 of 14

asbestos containing materials are present and in accordance with such procedures as published by the United States Environmental Protection Agency.

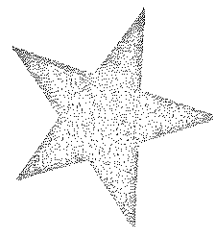
Very truly yours,

**CASHIN SPINELLI & FERRETTI, LLC**

*Lukas Argyros*

Lukas Argyros, AIA, NCARB

Enc: Photographic documentation  
cc: Stephen P. Ferretti, Principal, CSF





Meeting of May 10, 2022

Resolution No 346-2022

WHEREAS, pursuant to public notice, bids were duly and regularly received on April 6, 2022 for Contract No. DP21-223R, TOBAY Beach Center Ocean Pavilion Canopy Installation, in accordance with the specifications contained therein; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated April 22, 2022, reviewed the budget requirements for Contract No. DP21-223R, and determined that it is in the best interest of the Town to not move forward with the project; and

WHEREAS, Commissioner Lenz, by said memorandum, requested that the Town Board reject all bids submitted for Contract No. DP21-223R, and that any bonds held by the Office of the Town Clerk, pursuant to the terms and conditions of said Contract, be released,

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby accepted and approved, and that all bids received in connection with Contract No. DP21-223R are hereby rejected; and be it further

RESOLVED, That the Office of the Town Clerk is hereby authorized and directed to release and any bonds held in connection with Contract No. DP21-223R.

-#-

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	Absent
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye



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

APRIL 22, 2022

TO: MEMORANDUM DOCKET


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

SUBJECT: REJECTION OF BIDS  
TOBAY BEACH CENTER OCEAN PAVILION CANOPY INSTALLATION  
CONTRACT NO. DP21-223R

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On April 6, 2022, the Division of Purchasing received bids for the subject contract. Upon review of the budget requirements for the said project, it has been determined that it is in the best interest of the Town to not move forward with this project.

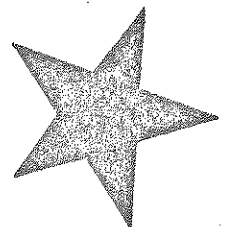
It is hereby requested that the Town Board reject all bids submitted, and any bonds held by the Town Clerk's Office be released.

*Richard W. Lenz by:*  
  
RICHARD W. LENZ, P.E.  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

RWL/JCT/MR/jct

cc: Steven Ballas, Comptroller  
Joseph G. Pinto, Commissioner/Parks  
Eric Tuman, Commissioner/General Services  
Richard LaMarca, Town Clerk

DP21-223R DOCKET REJECT BIDS





Meeting of May 10, 2022

Resolution No 347-2022

WHEREAS, pursuant to public notice, bids were duly solicited, and were regularly received on April 6, 2022, for Contract No. DP21-218, Replacement of the Synthetic Turf Fields at Field of Dreams Park, and said bids were publicly opened and read; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated April 22, 2022, advised that in compliance with the Town of Oyster Bay Procurement Policy, the bid proposals received for Contract No. DP21-218 were reviewed by LiRo Engineers, Inc; and

WHEREAS, Jason Tse, PE, EVP SP, Senior Civil Engineer, LiRo Engineers, Inc., by letter dated April 14, 2022, recommended the award of Contract No. DP21-218, to The LandTek Group, Inc., 105 Sweeneydale Ave., Bay Shore, NY 11706, the lowest responsive and responsible bidder among three (3) bids received, in the amount of \$864,052.00; and

WHEREAS, Commissioner Lenz, by said memorandum, concurred with the recommendation of LiRo Engineers, Inc., and recommended the award of Contract No. DP21-218, to The LandTek Group, Inc., the lowest responsive and responsible bidder, in the amount of \$864,052.00, with funds available for payment in Account No. PKS H 7197 20000 000 2002 001, Project ID No. 2002 PKSA-03; and

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

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are accepted, and Contract No. DP21-218 is awarded to The LandTek Group, Inc., in an amount not to exceed \$864,052.00, and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. PKS H 7197 20000 000 2002 001, Project ID No. 2002 PKSA-03; and be it further

RESOLVED, That the Town Comptroller is hereby authorized and directed to issue an encumbrance order in a total amount not to exceed \$864,052.00, upon presentation of a duly certified claim, after audit.

-#-

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

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



TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO

April 22, 2022

TO: MEMORANDUM DOCKET

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

SUBJECT: AWARD OF CONSTRUCTION CONTRACT  
REPLACEMENT OF THE SYNTHETIC TURF FIELDS  
AT FIELD OF DREAMS PARK  
CONTRACT NO.: DP21-218  
ACCOUNT NO. PKS-H-7197-20000-000-2002-001  
PROJECT ID NO. 2002PKSA-03

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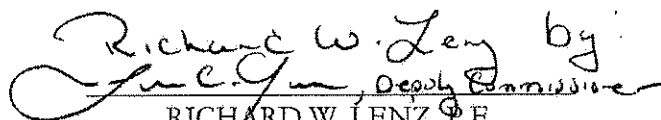
On April 6, 2022, the Division of Purchasing received bids for the subject project and the consulting engineer reviewed the bids. The LandTek Group, Inc. 105 Sweeneydale Avenue, Bayshore, NY 11706, Federal ID #:11-2945683 submitted the lowest responsive bid among 3 (three) in the amount of \$864,052.00.

Attached is a letter dated April 14, 2022 from the office of Liro Engineers, Inc. recommending the award of this contract to The LandTek Group, Inc. in the amount of \$864,052.00.

The estimated construction time for completion of the subject contract is 60 calendar days. Funds are available for the subject contract work in Account No. PKS-H-7197-20000-000-2002-001 Project ID No. 2002PKSA-03

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

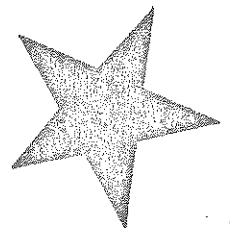
We concur with the recommendation of Liro Engineers, Inc. and request that Contract No. DP21-218 be awarded to The LandTek Group, Inc. in the total bid amount of \$864,052.00.

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

RWL/JCT/MR/SC/lk  
Attachments

cc: Steven Ballas, Comptroller  
Eric Tuman, Commissioner/General Services  
Joseph G. Pinto, Commissioner/ Parks

DP21-281\_Field of Dreams\_Award







**LiRo Engineers, Inc.**  
A LiRo Group Company

235 East Jericho Tpke, Mineola, NY 11501 Telephone 516.746.2350 Facsimile 516.747.1396 www.liro.com

April 14, 2022

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

Re: Bid No. PW031-22  
Contract No. DP21-218  
Replacement of The Synthetic Turf Fields at Field of Dreams Park in Massapequa, NY  
Bid Evaluation and Recommendation of Award

Dear Commissioner Lenz,

Bids were received for the above-referenced project at 11:00AM on April 6, 2022 at the Town of Oyster Bay Town Hall West and publicly opened and read. The following is a summary of the three (3) bids received:

Contractor	Total Bid As Read
The LandTek Group, Inc.	\$864,052.00
Laser Industries, Inc.	\$1,180,160.00
Athletic Fields of America, Inc.	\$1,266,877.80

As shown in the table of bid results, the apparent low bid is \$864,052.00 by The LandTek Group, Inc.

LiRo Engineers, Inc. (LiRo) prepared a bid tabulation and is enclosed for your use. We evaluated The LandTek Group, Inc. bid documents and found no apparent irregularities. LiRo finds The LandTek Group, Inc. of 105 Sweeneydale Avenue, Bay Shore, NY 11706 as the lowest, responsive, responsible bidder, and recommends award of Contract No. DP21-218, Replacement of the Synthetic Turf Fields at Field of Dreams Park based on the line item unit pricing provided on the bid proposal pages pending approval from the Town Board.

Please feel free to contact me at [tsej@liro.com](mailto:tsej@liro.com) or (516) 636-3714 if you have any questions or comments.

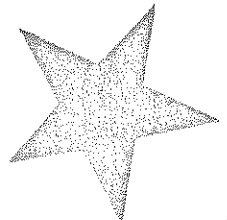
Very truly yours,

Jason Tse, PE, ENV SP  
Senior Civil Engineer

cc: John Tassone  
Sunita Chakraborti  
Carlos Romero, EIT, LiRo  
Peter Koklanos, PE, SE, Assoc. DBIA, QRWI, LEED AP BD+C, LiRo

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**Integrated Construction, Design, and Technology Solutions**





Meeting of May 10, 2022

Resolution No 348-2022

WHEREAS, by Resolution No. 148-2022, adopted on March 1, 2022, the Town Board authorized the Department of Public Works to enter into Contract No. PWC07-22 with LiRo Engineers, Inc., 3 Aerial Way Syosset, New York 11791, to provide On-Call Engineering Services related to Civil Engineering, for a two (2) year term, commencing on January 1, 2022 through December 31, 2023; and

WHEREAS, LiRo Engineers, Inc., Consulting Engineers, provided such services regarding construction design in connection with Contract No. DP22-232, Borella Field Synthetic Turf Fields Infield Installation; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated April 25, 2022, stated that the design for Contract No. DP22-232 has been completed, and that the Department of Public Works/Highway has approved the plans and specifications, with an estimated construction time for completion of 90 days; and

WHEREAS, Commissioner Lenz, by said memorandum, requested that the Town Board authorize the Department of General Services, Division of Purchasing, proceed with setting a bid date for receiving bids for the contract, and requested further, that the Department of General Services, Division of Purchasing, contact the Department of Public Works/Highway, Division of Engineering, to establish a bid date,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of General Services, Division of Purchasing is authorized and directed to proceed with the bidding phase for Contract No. DP22-232, and to proceed with setting a bid date for receiving bids.

-#-

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

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

Reviewed By  
Office of Town Attorney

*Elizabeth A. Sandman*



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

APRIL 25, 2022

TO: MEMORANDUM DOCKET

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

SUBJECT: ACCEPTANCE OF THE DESIGN & REQUEST TO ENTER BID &  
CONSTRUCTION PHASE  
BORELLA FIELD SYNTHETIC TURF FIELDS INFIELD INSTALLATION  
CONTRACT NO. DP22-232


---

Town Board Resolution No.148-2022 authorized LiRo Engineers, Inc. to perform engineering services relative to the above-mentioned contract.

The design has been completed and the Commissioner of Public Works has approved the plans and specifications. The estimated construction time for completion of this subject contract is 90 calendar days.

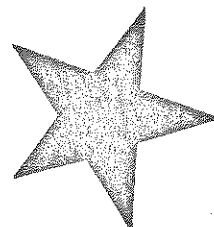
The Office of the Inspector General has reviewed the contract and the proposed vendors' disclosure questionnaire and is satisfied that the procurement Policy has been fulfilled.

It is hereby requested that the Town Board authorize by Resolution that the Division of Purchasing, by copy of this memorandum, shall proceed with setting a bid date for receiving bids for this contract. They are requested to contact Sunita Chakraborti, Project Manager, at extension 5725 to establish a bid date.

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

RWL/JCT/

cc: Steven C. Ballas, Comptroller  
Eric Tuman, Commissioner/General Services  
Joseph G. Pinto, Commissioner/Parks





Reviewed By  
Office of Town Attorney  
*Eugene A. Taubman*

WHEREAS, by Resolution No. 739-2021, adopted on December 7, 2021, the Town Board authorized the Department of Public Works to enter into Contract No. PWC07-22 with LiRo Engineers, Inc., to provide On-Call Engineering Services Relative to Civil Engineering, for a two-year term commencing on January 1, 2022 through December 31, 2023; and

WHEREAS, Peter Koklanos, PE, SE, LEED, AP BD+C, Senior Vice President, LiRo Engineers, Inc., by letter dated February 8, 2022, described the scope of work to be performed under Contract No. PWC07-22, On-Call Engineering Services relative to Civil Engineering, involving design, bid and construction inspection services regarding turf installations of three baseball fields at Borella Field, in an amount not to exceed \$120,453.00, and requested approval to utilize Universal Testing & Inspection Services Inc. as a sub consultant to provide testing and construction inspection services relative to said Contract; and

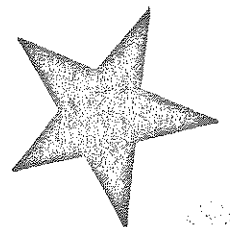
WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated February 18, 2022, requested Town Board authorization for LiRo Engineers, Inc. to perform the aforesaid engineering services under Contract No. PWC07-22, in an amount not to exceed \$120,453.00, and requested that the Town Board authorize LiRo Engineers, Inc., to utilize Universal Testing & Inspection Services Inc. as a sub-consultant under said Contract; and

WHEREAS, Commissioner Lenz, by said memorandum, further requested that the Comptroller be authorized to issue an encumbrance order in the amount of \$120,453.00 to satisfy said engineering costs, with funds available in Account No. PKS H 7197 20006 000 2002 001; and

WHEREAS, Commissioner Lenz, by said memoranda, further advised that the Office of the Inspector General has reviewed the Contract, and the proposed vendor's and sub-consultant's disclosure questionnaires and is satisfied that the Procurement Policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, and LiRo Engineers, Inc., is authorized to provide the aforesaid On-Call Engineering Services Relative to Civil Engineering pursuant to Contract No. PWC07-22 in connection with turf installations of three baseball fields at Borella Field, at a cost not to exceed \$120,453.00, and to utilize Universal Testing & Inspection Services Inc. as a sub-consultant, under said Contract; and be it further

RESOLVED, that the Town Board hereby authorizes and directs the Comptroller to issue an encumbrance order, in an amount not to exceed \$120,453.00, to pay for work done by LiRo Engineers, Inc. and Universal Testing & Inspection Services Inc. in connection with the aforesaid project; and be it further





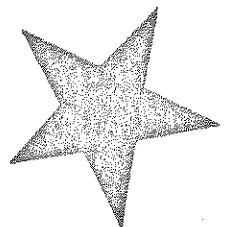
RESOLVED, That the funds for said payment shall be drawn from Account No. PKS H 7197 20000 000 2002 001; and be it further

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

-#-

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

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





Meeting of May 10, 2022

Resolution No.349-2022

WHEREAS, by Resolution No. 292-2019, adopted May 7, 2019, the Town Board awarded Contract No. PRE19-194, Requirements Contract for Parks Electrical Services Throughout the Town of Oyster Bay, to Welsbach Electrical Corp. of Long Island, for the initial contract period of May 7, 2019 through May 6, 2020, with an option for four (4) one (1) year extensions upon the same terms of the original contract; and

WHEREAS, by Resolution No. 26-2020, adopted May 5, 2020, the Town Board exercised the option for a first extension of Contract No. PRE19-194, Requirements Contract for Parks Electrical Services Throughout the Town of Oyster Bay, with Welsbach Electrical Corp. of Long Island, renewing for the contract period of May 7, 2020 through May 6, 2021, upon the same terms of the original contract; and

WHEREAS, by Resolution No. 256-2021, adopted May 4, 2021, the Town Board exercised the option for a second extension of Contract No. PRE19-194, Requirements Contract for Parks Electrical Services Throughout the Town of Oyster Bay, with Welsbach Electrical Corp. of Long Island, renewing for the contract period of May 7, 2021 through May 6, 2022, upon the same terms of the original contract; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated April 25, 2022, requested Town Board authorization to exercise the third one-year extension of Contract No. PRE19-194, Requirements Contract for Parks Electrical Service throughout the Town of Oyster Bay, with Welsbach Electric Corp. of Long Island, for the period commencing May 7, 2022 through May 6, 2023, at the same prices, conditions and terms provided for in the original contract, in an amount not to exceed \$500,000.00; and

WHEREAS, Commissioner Lenz by said memorandum, informed the Town Board that, to date, Welsbach Electrical Corp. of Long Island's work under Contract No. PRE19-194 has been satisfactorily completed in a timely manner,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and Contract No. PRE19-194 with Welsbach Electrical Corp. of Long Island is hereby extended, *nunc pro tunc*, for the period from May 7, 2022 through May 6, 2023, upon the same prices, conditions, and terms as provided in the original contract, in an amount not to exceed \$500,000.00.

-#-

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

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

Reviewed By  
Office of Town Attorney



## TOWN OF OYSTER BAY

## INTER-DEPARTMENTAL MEMO

APRIL 25, 2022

TO: MEMORANDUM DOCKET

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

SUBJECT: REQUEST EXTENSION OF REQUIREMENTS CONTRACT FOR  
PARKS ELECTRICAL SERVICES THROUGHOUT THE TOWN OF OYSTER BAY  
CONTRACT NO. PRE19-194

---

The Department of Public Works has reviewed the work performed by Welsbach Electrical Corp. of Long Island with respect to the above-mentioned contract under contract number PRE19-194 which was extended by the Town Board on May 4, 2021, Resolution No. 256-2021.

Attached is a letter dated April 18, 2022 from Welsbach Electrical Corp. of Long Island requesting the contract be extended for 1 year, as per the contract specifications at the same terms, conditions and pricing. This will be the third extension allowable by the contract specifications. The Department of Public Works requests this contract extension be nunc-pro-tunc to May 7, 2022. The contract duration will be May 7, 2022 through May 6, 2023.

In addition, it is hereby requested the annual amount not to exceed \$500,000.00 be authorized for the use of the above-mentioned contract for various locations throughout the Town of Oyster Bay, as per the contract specifications.

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

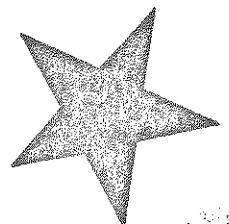
Therefore, the Department of Public Works recommends that Contract No. PRE19-194, Requirements Contract for Parks Electrical Services throughout the Town of Oyster Bay, be extended for 1 year at the same terms, conditions and pricing at an annual amount not to exceed \$500,000.00, nunc-pro-tunc to May 7, 2022.

*Richard W. Lenz by:*  
*Jan C. G...*  
RICHARD W. LENZ, P.E.  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

RWL/JCT/nm

Attachment

cc: Steven C. Ballas, Comptroller

PRE19-194 extend electrical requirements 2<sup>nd</sup> year



Meeting of May 4, 2021

Resolution No. 256-2021

WHEREAS, by Resolution No. 292-2019, adopted on May 7, 2019, the Town Board awarded Contract No. PRE19-194, Requirements Contract for Parks Electrical Service throughout the Town of Oyster Bay, to Welsbach Electric Corp. of Long Island, for the period commencing May 7, 2019 through May 6, 2020, with the option of four (4) one (1) year extensions; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated April 19, 2021, requested Town Board authorization to exercise the second one-year extension of Contract No. PRE19-194, Requirements Contract for Parks Electrical Service throughout the Town of Oyster Bay, with Welsbach Electric Corp. of Long Island, for the period commencing May 7, 2021 through May 6, 2022, at the same prices, conditions and terms provided for in the original contract; and

WHEREAS, Commissioner Lenz, by said memorandum, further requested Town Board authorization to use Five Hundred Thousand (\$500,000.00) Dollars for the use of the subject contract at various locations within the Town of Oyster Bay,

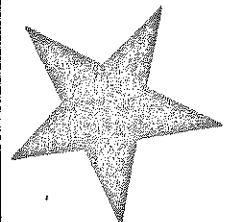
NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, and Contract No. PRE19-194 with Welsbach Electric Corp. of Long Island is hereby extended, for the period from May 7, 2021 through May 6, 2022, at the same prices, conditions, and terms as provided in the original contract; and be it further

RESOLVED, That the Highway Department is authorized to use Five Hundred Thousand (\$500,000.00) Dollars for the use of the subject contract at various locations within the Town of Oyster Bay.

-#-

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

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



Reviewed By  
Office of Town Attorney





**Welsbach**  
Electric of Long Island  
An EMCOR Company

Welsbach Electric Corp. of L.I.  
300 Newtown Road  
Plainview, NY 11803  
516.454.0023 • Fax: 516.454.0282

April 18<sup>th</sup>, 2022

Town Of Oyster Bay  
Department of Public Works  
150 Miller Place  
Syosset, New York 11791-5699

Re: Request for Contract Extension  
PRE 19-194

Gentlemen:

Welsbach Electric Corp., of L.I. is hereby respectfully requesting to renew contract No. PRE 19-194 for the Department of Parks Electrical Requirements Service Contract throughout the Town of Oyster Bay for an additional year beginning May 7, 2022 under the same terms, conditions and pricing as awarded in the original contract.

Federal Tax ID# [REDACTED]

Thank you for your consideration and we look forward to being of continued service.

Very truly yours,  
Welsbach Electric Corp., L.I.

Kevin Gmelin  
Superintendent

cc: Tim Miller President/CEO





Meeting of May 10, 2022

Resolution No. 350-2022

WHEREAS, by Resolution No. 288-2018, adopted on April 24, 2018, the Town Board awarded Contract No. HGR17-162, General Reconstruction Requirements Contract, to Pratt Brothers, Inc. for the one-year period commencing April 24, 2018 through April 23, 2019, with four (4) one-year extensions; and

WHEREAS, by Resolution No. 254-2019, adopted on April 16, 2019, the Town Board authorized the first one-year extension of Contract No. HGR17-162, General Reconstruction Requirements Contract, to Pratt Brothers, Inc. for the period commencing April 24, 2019 through April 23, 2020; and

WHEREAS, by Resolution No. 231-2020, adopted on March 31, 2020, the Town Board authorized the second one-year extension of Contract No. HGR17-162, General Reconstruction Requirements Contract, to Pratt Brothers, Inc. for the period commencing April 24, 2020 through April 23, 2021; and

WHEREAS, by Resolution No. 223-2021, adopted on April 20, 2021, the Town Board authorized the third one-year extension of Contract No. HGR17-162, General Reconstruction Requirements Contract, to Pratt Brothers, Inc. for the period commencing April 24, 2021 through April 23, 2022; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated April 25, 2022, requested Town Board authorization to exercise the fourth and final one-year option to extend Contract No. HGR17-162, General Construction Requirements contract, with Pratt Brothers, Inc., from April 24, 2022 through April 23, 2023, at the same prices, conditions and terms, provided for in the original contract, with funds available for this purpose as per Town Board Resolution No. 627A-2021, in an amount not to exceed \$5,000,000.00; and

WHEREAS, Commissioner Lenz by said memorandum, informed the Town Board that, to date, Pratt Brothers, Inc.'s work under Contract No. HGR17-162 has been satisfactorily completed in a timely manner,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and Contract No. HGR17-162 with Pratt Brothers, Inc. is hereby extended, for the period from April 24, 2022 through April 23, 2023, at the same prices, conditions, and terms as provided in the original contract, with funds available for this purpose as per Town Board Resolution No. 627A-2021, in an amount not to exceed \$5,000,000.00.

-#-

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

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

Reviewed By  
Office of Town Attorney



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

April 25, 2022

**TO:** MEMORANDUM DOCKET

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

**SUBJECT:** REQUEST APPROVAL FOR EXTENSION  
NUNC-PRO-TUNC  
GENERAL RECONSTRUCTION REQUIREMENTS CONTRACT  
CONTRACT NO. HGR17-162 / PRATT BROTHERS, INC.

---

The Department of Public Works, Division of Highway has reviewed the work performed by Pratt Brothers, Inc. with respect to General Reconstruction Requirements Contract under Contract Number HGR17-162 which was extended by Town Board Resolution Number 223-2021 on April 20, 2021. This will be the fourth and final extension of a four year extension option.

The work performed by Pratt Brothers, Inc. was satisfactory and completed in a timely manner. Therefore, it is hereby requested Contract No. HGR17-162 be extended, Nunc-Pro-Tunc from April 24, 2022 through April 23, 2023.

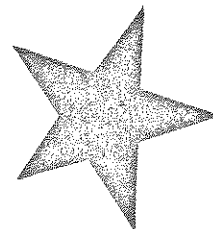
The Office of the Inspector General has reviewed the vendors' disclosure questionnaire and is satisfied that the Procurement Policy has been fulfilled.

In addition, it is hereby requested the annual amount not to exceed \$5,000,000.00 to be authorized for the use of the above subject contract at various locations within the Town of Oyster Bay as per the contract specification. Also, funds are available for this purpose as per Town Board Resolution No. 627A-2021 for the Division of Highway to use these funds for the Requirement Contracts as needed throughout the year within the Town of Oyster Bay.

*Richard W. Lenz* by: *[Signature]*  
RICHARD W. LENZ, P.E.  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

RWL/lb

Cc: Steven Ballas, Comptroller







## **PRATT BROTHERS, INC.**

**GENERAL CONTRACTING • HEAVY CONSTRUCTION**

333 Marcus Boulevard • Hauppauge, NY 11788 • Phone: 631-667-6800 • Fax: 631-289-3843

April 8, 2022

Town of Oyster Bay Department of Public Works  
150 Miller Place  
Syosset, New York 11791

*Attention: Richard W. Lenz, P.E.  
Commissioner of Public Works/Highways*

*Re: Town of Oyster Bay General Requirements Contract  
Contract Number HGR17-162*

Gentlemen,

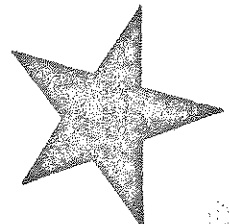
Pratt Brothers, Inc. agrees to extend the above contract for another year with all the prices and contract requirements remaining the same.

Please feel free to contact me should you have any questions on the above.

Very truly yours,

*Joseph M. Williams Jr., P.E.*

Joseph M. Williams Jr., P.E.  
Senior Vice President





WHEREAS, Lindsay Schenker, 2 Spring Restaurant, 2 Spring Street, Oyster Bay, New York 11771, by letter dated April 2, 2022, has requested the closure of Audrey Avenue from South Street to Spring Street and the use of Parking Lot O-8 in Oyster Bay, from 1:00 p.m. through 5:00 p.m., on Saturday, May 14, 2022, in connection with its 2 Spring Restaurant's Street Fair, to be held Saturday, May 14, 2022; and

WHEREAS, John P. Bishop, Deputy Commissioner, Department of Public Works, Highway Division, by memorandum dated April 18, 2022, has advised that the Department has no objection to the closure of Audrey Avenue from South Street to Spring Street and Parking Lot O-8, with the posting of "No Parking" signs thereat, and providing twelve (12) complete barricades, and twelve (12) traffic cones, from 1:00 p.m. through 5:00 p.m. on Saturday May 14, 2022, in connection with 2 Spring Street Restaurant's Street Fair; and

WHEREAS, 2 Spring Restaurant, is also requesting the waiver of the Town Ordinance pertaining to the consumption of alcoholic beverages in public (Chapter 82-3 of the Town of Oyster Bay Town Code) on Saturday, May 14, 2022; and

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

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are accepted, and the Department of Public Works, Highway Division is hereby authorized to close Audrey Avenue from South Street to Spring Street and Parking Lot O-8, with the posting of "No Parking" signs thereat, and to provide twelve (12) complete barricades and twelve (12) traffic cones from 1:00 p.m. through 5:00 p.m. on Saturday May 14, 2022, in connection with 2 Spring Street Restaurant's Street Fair; and be it further

RESOLVED, That the requirements of Code of the Town of Oyster Bay, Chapter 82, "Alcoholic Beverages" are hereby waived for the duration of 2 Spring Restaurant's Street Fair; and be it further

RESOLVED, That the foregoing is subject to the following terms and conditions:

1. The use of all Town property shall be in conformance with the direction of the Deputy Commissioner of the Highway Department, or his duly authorized representative;
2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of Town property, and in the conduct of the aforementioned activity; and

Reviewed By  
Office of Town Attorney



3. The said organization shall file a Certificate of Insurance and Declaration Page(s) with the Office of the Town Clerk, indicating said organization maintains a policy of comprehensive general liability insurance, with a Commercial Liability limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate per year and naming the Town of Oyster Bay as an additional insured, in connection with the aforescribed activity.

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

-#-

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

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



## TOWN OF OYSTER BAY

## Inter-Departmental Memo

April 18, 2022

**TO:** MEMORANDUM DOCKET

**FROM:** JOHN P. BISHOP, DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

**SUBJECT:** 2 SPRING RESTAURANT STREET FAIR  
MAY 14<sup>TH</sup> 2022

Enclosed please find a copy of the letter from Lindsay Schenker, owner, of the 2 Spring restaurant is requesting our assistance in conducting a street fair on Saturday, May 14<sup>th</sup> 2022.

The Highway Department has no objection to the organizations closing Parking lot O-8 in Oyster Bay as well as Audrey Ave from South Street to Spring Street and will provide "No Parking" signs to close off the area for the market on the above mentioned date from 1:00 P.M. to 5:00 P.M. Further, the Highway Department can readily supply twelve (12) complete barricades and twelve (12) traffic cones for the event.

The organization is also requesting the waiver of the Town Ordinance pertaining to the consumption of alcoholic beverages in public (Chapter 82-3 of the Town of Oyster Bay Town Code) on Saturday, May 14<sup>th</sup> 2022.

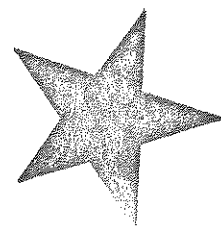
2 Spring Restaurant is aware that they must follow New York State Guidelines for social distancing and are also aware that the event can be cancelled at any time due to Covid-19.

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

  
JOHN P. BISHOP, DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

JPB/kaz  
Attachments

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





# 2 spring

April 12, 2022

Kimberly Zervos-O'Malley  
Town of Oyster Bay

Re: 2 Spring Street Fair

To whom it may concern:

2 Spring restaurant located at 2 Spring Street in Oyster Bay NY would like to host a Street Fair on Saturday May 14<sup>th</sup> from 1 pm to 5 pm occupying the street in front of Town Hall located at 74 Audrey Avenue in Oyster Bay, in front of the gazebo, as well as the municipal parking lot adjacent, right across from the 20<sup>th</sup> Century Cycle. (NOTE: this is the same space the Farmer's Market occupies on Sundays).

We will have family friendly activities like Magician, Face Painting, and other life activities. We will have a couple of barbeques set up to heat up food to for purchase. We will have live music and we intend on selling beer and wine.

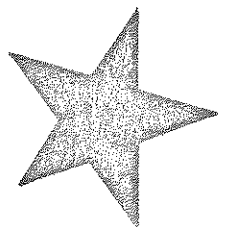
I have enclosed our proof of insurance and I will submit proof of application for our offsite liquor license permit.

Please contact me with any other questions. We are excited to give back to the town during this fun and spirited event.

Sincerely,

Lindsay Schenker  
[Lindsay.davison@gmail.com](mailto:Lindsay.davison@gmail.com)

2 Spring Street, Oyster Bay, NY 11771  
[www.2springstreet.com](http://www.2springstreet.com)  
516.624.2411







# CERTIFICATE OF LIABILITY INSURANCE

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

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

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

<b>PRODUCER</b> Mogil Organization LLC 118 East 27th Street 9th Floor New York NY 10018-8942	<b>CONTACT NAME</b> Nicole Cruz <b>PHONE</b> (212) 252-7100 <b>FAX</b> (212) 252-7115 <b>E-MAIL</b> nicolecruz@mogil.com <b>ADDRESS</b> <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Hartford Underwriters Ins. Co. <b>INSURER B:</b> The State Insurance Fund <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> Black Pearl Oyster Bay LLC dba 2 Spring 4 Spring St Oyster Bay NY 11771-1404	<b>NAME #</b> 30104

## COVERAGES

CERTIFICATE NUMBER: 21-22 Master

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	ADDRESS	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENT. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		10SBMAN2MLJ	10/01/2021	10/01/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPROP AGG \$ 4,000,000 BASEP \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		10SBMAN2MLJ	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		10SBMAN2MLJ	10/01/2020	10/01/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	G 2411 487-B	09/30/2021	09/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Street Fair May 14th 2022

Certificate holder is included as additional insured Per written and signed contract.

## CERTIFICATE HOLDER

Town of Oyster Bay Town Hall North  
74 Audrey Avenue

Oyster Bay

NY 11771

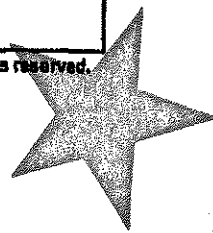
Reviewed By CANCELLATION  
Office of Town Attorney

Reviewed By  
Office of Town Attorney

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

*Handwritten signature*





POLICY NUMBER: 1088AMAM2M2J

COMMERCIAL GENERAL LIABILITY  
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

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

Town of Oyster Bay Town Hall North  
74 Audrey Avenue  
Oyster Bay, NY 11771

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

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf;

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

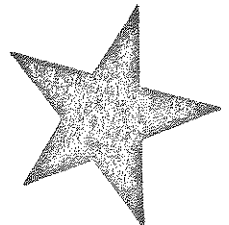
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

Reviewed By  
Office of Town Attorney





Harmless Agreement for Use of Town Property and/or Equipment

This Agreement is made this    day of    2022, by Black Pearl Oyster Bay LLC, DBA, 2 Spring  
(hereinafter "CONCESSIONAIRE"). Whereas, the CONCESSIONAIRE has entered into a  
contract to provide certain services and products at various Town locations, as designated in the  
contract between the TOWN and the CONCESSIONAIRE for the contract period  
May 14 1:00pm through May 14 5:00pm.

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

Further, the Organization agrees to provide the Town with a copy of its general liability insurance  
certificate, in the amounts of \$1,000,000 each occurrence, \$2,000,000 general aggregate, \$500,000  
for property damage and, where appropriate, \$1,000,000 products, naming the Town as additional  
insured. All certificates of insurance must be accompanied by an endorsement.

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

Name of Organization:

Black Pearl Oyster Bay LLC, DBA, 2 Spring

Address of Organization:

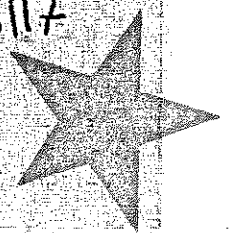
2 Spring Street, Oyster Bay  
NY 11771

By: Lindsay Schenker  
Authorized Representative

Title: Controller/Owner

Telephone Number: 954-881-8117

Reviewed By  
Office of Town Attorney  
[Signature]





**DATE:** 4/19/2022

**TO:** HIGHWAY OPERATIONS

**SUBJECT:** 2 Spring Street Fair

**PLEASE DELIVER TO:**

**DATE OF EVENT:** 5/14/2022

The parking lot on Audrey  
Avenue – Lot O-8 – by generator

**BARRICADES:** 12

**CONTACT:** Lindsay Schenker  
954-881-8117

**CONES:** 12

**SORT PAILS:**

**PORTABLE LIGHTS:**

**GENERATOR:**

**PACKER:**

**DELIVER ON:** May 13, 2022

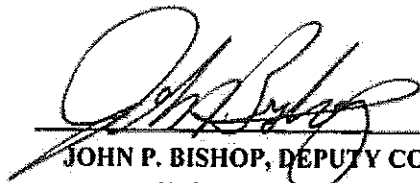
**PICKUP ON:** May 16, 2022

**SWEEPING BEFORE AFFAIR IS NEEDED:**

XX  
YES NO

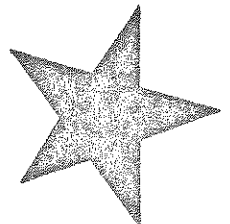
Please be advised that when signing on receipt of Town Equipment, your organization will be held responsible for their return.

**JPB/kaz**

  
\_\_\_\_\_  
JOHN P. BISHOP, DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

CC: Dan Kornfeld  
Peter Brown, General Foreman 002  
Mike Ricardo, Regional Foreman 009  
Kevin Freiberg, Area Foreman 013

Public Safety Division







# CERTIFICATE OF LIABILITY INSURANCE

MM/DD/YYYY

1/2022

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

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

<b>PRODUCER</b> Mogll Organization LLC 116 East 27th Street 9th Floor New York NY 10016-8942		<b>CONTACT NAME:</b> Nicole Cruz <b>PHONE (A/C, No, Ext):</b> (212) 252-7100 <b>FAX (A/C, No):</b> (212) 252-7115 <b>E-MAIL ADDRESS:</b> nicolecruz@mogll.com
<b>INSURED</b> Black Pearl Oyster Bay LLC dba 2 Spring 4 Spring St Oyster Bay NY 11771-1404		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Hartford Underwriters Ins. Co. <b>INSURER B:</b> The State Insurance Fund <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:** 21-22 Master**REVISION NUMBER:**

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


INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		10SBMAN2MLJ	10/01/2021	10/01/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 BASEP \$
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		10SBMAN2MLJ	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		10SBMAN2MLJ	10/01/2020	10/01/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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	G 2411 487-8	09/30/2021	09/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Street Fair May 14th 2022

Certificate holder is included as additional insured Per written and signed contract.

**CERTIFICATE HOLDER****CANCELLATION**

Town of Oyster Bay Town Hall North 74 Audrey Avenue Oyster Bay	<b>Reviewed By</b> Office of Town Attorney NY 11771	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
--	---	--

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



## BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

### BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

#### A. The following is added to Section C. WHO IS AN INSURED:

##### **Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

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

The limits of insurance that apply to additional insureds are described in Section D. **LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. **LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

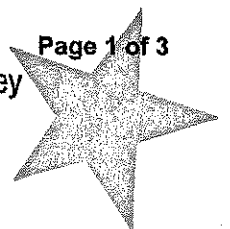
##### **a. Vendors**

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or





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



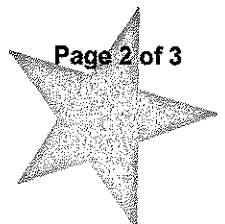
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained in Paragraphs (d) or (f); or
  - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- b. Lessors Of Equipment**
  - (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
  - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.
- c. Lessors Of Land Or Premises**
  - (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
  - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
    - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
    - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.
- d. Architects, Engineers Or Surveyors**
  - (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
    - (a) In connection with your premises;
    - (b) In the performance of your ongoing operations performed by you or on your behalf; or
    - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
      - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
      - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
  - (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

    - (i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
    - (ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

Reviewed By  
Office of Town Attorney





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



**e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit**

- (1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**f. Any Other Party**

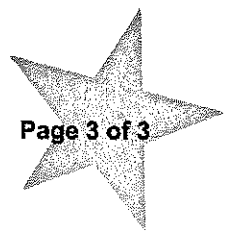
- (1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - (a) In the performance of your ongoing operations performed by you or on your behalf;
  - (b) In connection with your premises owned by or rented to you; or
  - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
    - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
    - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

  - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
  - (b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs f.(2)(a) or f.(2)(b) above.

Reviewed By  
Office of Town Attorney





# 2 spring

April 12, 2022

Kimberly Zervos-O'Malley  
Town of Oyster Bay

Re: 2 Spring Street Fair

To whom it may concern:

2 Spring restaurant located at 2 Spring Street in Oyster Bay NY would like to host a Street Fair on Saturday May 14<sup>th</sup> from 1 pm to 5 pm occupying the street in front of Town Hall located at 74 Audrey Avenue in Oyster Bay, in front of the gazebo, as well as the municipal parking lot adjacent, right across from the 20<sup>th</sup> Century Cycle. (NOTE: this is the same space the Farmer's Market occupies on Sundays).

We will have family friendly activities like Magician, Face Painting, and other life activities. We will have a couple of barbeques set up to heat up food to for purchase. We will have live music and we intend on selling beer and wine.

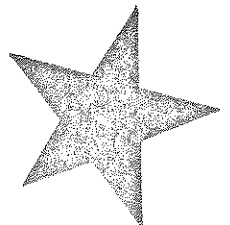
I have enclosed our proof of insurance and I will submit proof of application for our offsite liquor license permit.

Please contact me with any other questions. We are excited to give back to the town during this fun and spirited event.

Sincerely,

Lindsay Schenker  
[Lindsay.davison@gmail.com](mailto:Lindsay.davison@gmail.com)

2 Spring Street, Oyster Bay, NY 11771  
[www.2springstreet.com](http://www.2springstreet.com)  
516.624.2411





## Special Event Permit Application

### New York State Liquor Authority

#### Landlord Authorization Form

Date(s) of event: Saturday May 14<sup>th</sup> 2022  
Name of Applicant: 2 Spring  
Venue Name: 2 Spring Restaurant Street Fair  
Venue Street Address: 2 Spring Oyster Bay - Parking Lot 0-8 Audrey Ave  
Venue City and zip code: Oyster Bay NY 11771 From 58<sup>th</sup> St to Spring St  
Oyster Bay

***I, the landlord/owner of the applied for premises, hereby grant permission for the sale or services of alcoholic beverages by the applicant for consumption on said property.***

John P. Bishop

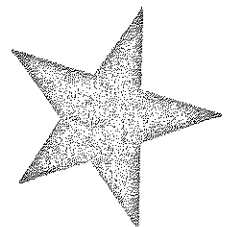
Print Authorized Landlord Name

**DEPUTY COMMISSIONER / DPW**

**HIGHWAY DIVISION**

Print Landlord Title

 4-20-22  
Landlord Signature & Date







TOWN OF OYSTER BAY  
ADDENDUM TO PERMIT APPLICATION

Applicant Name: 2 Spring  
Event Description: 2 Spring Street Fair  
Event Date: May 14<sup>th</sup>

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

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

Claudia Tatch  
Applicant Signature

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

On the 13 day of April, 2023, before me, the undersigned, personally appeared Claudia Tatch personally know to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]  
Notary Public

ANGELO J. SANTOMAURO  
Notary Public, State of New York  
No. 01SA6308648  
Qualified in Suffolk County  
Commission Expires August 4, 2022

Reviewed By  
Office of Town Attorney

Last Revised: May 5, 2021



Meeting of May 10, 2022

Resolution No. 352-2022

Reviewed By  
Office of Town Attorney

WHEREAS, Ryan Schlotter, President, Oyster Bay-East Norwich Chamber of Commerce, Inc., P.O. Box 21, Oyster Bay, New York 11771, by letter dated April 12, 2022, has requested, the use of fifteen (15) complete barricades and twenty (20) orange traffic cones, twelve (12) SORT recycling pails, the closure of Audrey Avenue from South Street past Spring Street down lower Audrey Avenue to the Railroad Museum, to the corner of Maxwell Avenue, the closure of Spring Street from West Main Street north to lower Audrey Avenue, and the use of Municipal Parking Field 0-8 on the east side of lower Audrey Avenue just north of Audrey Avenue, Oyster Bay and Fireman's Field for its Classic Car Cruise Nights, to be held every Tuesday evening between the hours of 5:00 p.m. through 10:00 p.m., from May 31, 2022 through September 12, 2022; and

WHEREAS, John P. Bishop, Deputy Commissioner, Department of Public Works, Highway Division, by memorandum dated April 18, 2022, advised that the Highway Department has no objection providing fifteen (15) complete barricades, twenty (20) orange traffic cones, and twelve (12) SORT recycling pails and the street closures and use of municipal parking fields as requested; and

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

NOW, THEREFORE, BE IT RESOLVED, That the requests, as hereinabove set forth are hereby approved, and the Department of Highways is hereby authorized to provide fifteen (15) complete barricades and twenty (20) orange traffic cones, twelve (12) SORT recycling pails, the closure of Audrey Avenue from South Street past Spring Street down lower Audrey Avenue to the Railroad Museum, the closure of Spring Street from West Main Street north to lower Audrey Avenue and then along the southerly edge of the Gazebo triangle to its western corner, Oyster Bay, the use of Municipal Parking Field 0-8 on the east side of lower Audrey Avenue just north of Audrey Avenue, and the use of Fireman's Field for its Classic Car Cruise Nights, to be held every Tuesday evening between the hours of 5:00 p.m. through 10:00 p.m., from May 31, 2022 through September 12, 2022, subject to the following conditions:

1. The Oyster Bay Chamber of Commerce, Inc. will itself supply the temporary "No Parking" signs required for this event;

2. The use of all Town property for these activities shall in each and every case be in conformance with the direction of the Deputy Commissioner of the Department of Highway, or his duly authorized representative;

3. The said organization will comply with all ordinances of the Town of Oyster Bay, both in the conduct of the aforescribed activities and its use of Town property; and



4. The said organization shall file with the Town Clerk a Certificate of Insurance indicating said organization is covered by General Liability Insurance in the amounts of \$1,000,000 with a general agreement of \$2,000,000, and naming the Town as an additional insured in connection with the aforescribed activities.

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

-#-

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

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



## TOWN OF OYSTER BAY

## Inter-Departmental Memo

April 18, 2022

**TO:** MEMORANDUM DOCKET

**FROM:** JOHN P. BISHOP, DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

**SUBJECT:** THE OYSTER BAY-EAST NORWICH CHAMBER OF COMMERCE  
CLASSIC CRUISE NIGHTS - TO BE HELD TUESDAY EVENINGS  
MAY 31<sup>ST</sup> THROUGH SEPTEMBER 12<sup>TH</sup> 2022

Enclosed please find a copy of the letter from Ryan Schlotter, Chamber President, requesting our assistance on behalf of the Oyster Bay-East Norwich Chamber of Commerce in hosting Classic Cruise Nights every Tuesday evening on Audrey Avenue in Oyster Bay from May 31<sup>st</sup> 2022 through September 12<sup>th</sup> 2022.

The Highway Department has no objection to the Oyster Bay-East Norwich Chamber of Commerce utilizing Audrey Avenue, lower Audrey Avenue and Spring Street in Oyster Bay every Tuesday evening from 5:00 pm until 10:00 pm while hosting the Classic Cruise Nights from May 31<sup>st</sup> 2022 through September 12<sup>th</sup> 2022. The event is to be held on Audrey Avenue from South Street, past the Town Hall buildings down to the Railroad Plaza, including Municipal Parking Field O-8 on the east side of lower Audrey Avenue and along Shore Avenue from Spring Street to Maxwell Avenue. The Cruise Night Committee, in an effort to ease congestion, is requesting the use of fireman's field to stage cars prior to the 5:30 start time.

In addition, the Organization has made arrangements to facilitate traffic flow with parents picking up children at Oyster Babies (Children's Day Care Center) on Audrey Avenue in Oyster Bay.

Further, the Oyster Bay-East Norwich Chamber of Commerce will supply and install the temporary "No Parking" signs every Tuesday evening during Cruise Nights from May 31<sup>st</sup> 2022 through September 12<sup>th</sup> 2022 and insures that the area residents will not be inconvenienced in any way by this event. Additionally, the organization is aware that they must follow New York State Guidelines for social distancing and are also aware that the event can be cancelled at any time due to Covid-19

The Highway Department will be pleased to provide fifteen (15) complete barricades, twenty (20) orange cones and twelve (12) SORT pails for Classic Cruise Nights.

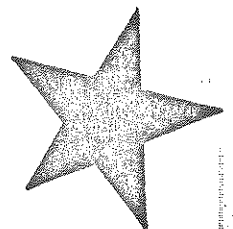
Also attached are the Certificate of Insurance, Endorsement Sheet, Hold Harmless Agreement and Covid-19 Addendum Agreement to cover this event. Therefore, Town Board approval is requested.

  
JOHN P. BISHOP, DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

JPB/kaz  
Attachments

C: Richard L. LaMarca, Town Clerk  
Peter Brown, General Foreman 002  
Richard W. Lenz, P.E Commissioner DPW

Grace SantaMaria, Highway Administration  
Justin McCaffrey, Commissioner of Public Safety  
Cathy McWilliams, Department of Parks







#### **2022 BOARD OF DIRECTORS**

##### **Officers**

Ryan Schlotter - President  
Ravin Chetram - Vice President  
Susan Dembo - Secretary  
RJ Virk - Treasurer

##### **Directors**

Robert L. Brusca, Esq.  
Damien Carlino  
Laura Escobar  
Tanya Espinal  
Rich LaMarca  
Patrick Lough  
Meredith Maus  
Anthony Minucci  
Dawn Riley  
Margaret Ross  
Dana Pagliara  
Dottie Simons  
Michele Vaccarello

##### **Administrator**

Amy Reilly Hanley

##### **Past Presidents**

Michele Browner  
Alex Gallego

##### **Board Members Emeriti**

Austin Azzaretto  
Palge Dawson  
Alex Gallego

##### **National Park Service Liason**

Paul Cecere

PO Box 21  
Oyster Bay, New York 11771  
(516) 259-1842  
[info@visitoysterbay.com](mailto:info@visitoysterbay.com)  
[www.visitoysterbay.com](http://www.visitoysterbay.com)

April 12, 2022

Richard Lenz, Commissioner  
Town of Oyster Bay DPW, Highway Division  
150 Miller Place  
Syosset, NY 11791

Dear Mr. Lenz and Mr. Bishop:

the Oyster Bay-East Norwich Chamber of Commerce is hereby requesting the closure of Audrey Ave in Oyster Bay hamlet (from South Street past Spring, down Lower Audrey Avenue to the Railroad Museum, and to the corner of Maxwell Avenue) for all Tuesdays from May 31<sup>st</sup>, 2022 to September 12<sup>th</sup>, 2022. We also request to close Spring Street (from West Main Street north to lower Audrey Avenue). Finally, we request the use of the Municipal parking lot on the east side of lower Audrey Avenue. This is for the weekly Cruise night car show and family fun night ran by the Chamber of Commerce.

We request the permit from 5:00 p.m. with barricades being raised and street closures at 5:30 p.m.

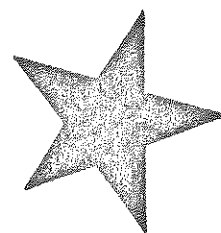
We request use of 15 barricades, 20 cones, and 12 recycle pails if they are available. The required Certificate of Insurance with Endorsements naming the Town of Oyster Bay as additional insured is attached.

We ask that a copy of the resolution and an actual permit be sent to OBCC, PO Box 21, Oyster Bay, NY 11771 And emailed to [info@visitoysterbay.com](mailto:info@visitoysterbay.com). We thank the Town for all its cooperation and assistance in making cruise nights the success that they have been for our community.

If there are any questions, please contact me directly at 631-987-7095. Please use Amy Reilly Hanley as my backup contact at 917-302-1542.

Sincerely,

Ryan Schlotter  
President, Oyster Bay-East Norwich Chamber of Commerce







OYSTBAY-02

RLATHAM

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/4/2022

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

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

<b>PRODUCER</b> Brooks Robb & Callahan PO Box 118 Oyster Bay, NY 11771	<b>CONTACT</b> Ruth Latham <b>PHONE</b> (A/C, No, Ext): (516) 922-6500 <b>FAX</b> (A/C, No): (516) 922-6272 <b>E-MAIL</b> <b>ADDRESS:</b> <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Hartford Casualty Ins Co. <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> Oyster Bay - East Norwich Chamber of Commerce PO Box 21 Oyster Bay, NY 11771	<b>NAIC#</b>

## 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.

WTR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		12SBMUQ3886	5/10/2022	5/10/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			12SBMUQ3886	5/10/2022	5/10/2023	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Event: Classic Cruise Night events from 5/31/22 through 9/6/22  
Certificate holder is included as Additional Insured per the Business Liability coverage from IH1200 85 T

## CERTIFICATE HOLDER

## CANCELLATION

Town Of Oyster Bay Dept of Public Works/Highway 150 Miller Pl Syosset, NY 11791 Reviewed By Office of Town Attorney	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 
---	---

ACORD 25 (2016/03)

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POLICY NUMBER: 12 SBM UQ3886



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

**ADDITIONAL INSURED - PERSON-ORGANIZATION**

LOC 001 BLDG 001  
ISLAND PROPERTIES, LLC  
255 SOUTH ST  
OYSTER BAY NY 11771

LOC 001 BLDG 001  
OYSTER BAY CHARITABLE FUND, OYSTER BAY ROTARY CLUB,  
NEW YORK AUTO FEST, TOWN OF OYSTER BAY  
PO BOX 132  
OYSTER BAY, NY 11771

LOC 001 BLDG 001  
TOWN OF OYSTER BAY DEPT OF PUBLIC WORKS  
150 MILLER PL  
SYOSSET, NY 11791

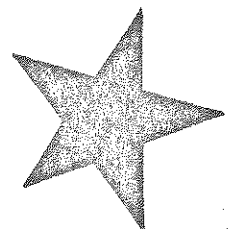
TOWN OF OYSTER BAY DEPT OF PUBLIC WORKS / HIGHWAY  
150 MILLER PL  
SYOSSET, NY 11791

OYSTER BAY WATER DISTRICT  
45 AUDREY AVE  
OYSTER BAY, NY 11771  
LOC 001 BLDG 001  
RENAISSANCE PROPERTY ASSOC  
255 SOUTH ST  
OYSTER BAY, NY 11771

TOWN OF OYSTER BAY DEPT OF PARKS  
150 MILLER PL  
SYOSSET, NY 11791

VERIZON  
2020 WANTAGH AVE  
WANTAGH, NY 11793  
LOC 001 BLDG 001  
PSEG  
176 EAST OLD COUNTRY ROAD  
HICKSVILLE, NY 11801

Reviewed By  
Office of Town Attorney





POLICY NUMBER: 12 SBM UQ3886



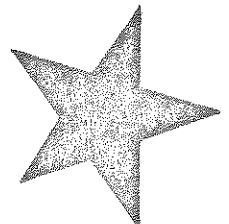
**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

ADDITIONAL INSURED - PERSON-ORGANIZATION

TOWN OF OYSTER BAY  
45 AUDREY AVE  
OYSTER BAY, NY 11771

LOC 001 BLDG 001  
PSEG LONG ISLAND LLC, T&D MANAGER ACTING AS AGENT  
6/ON BEHALF OF LIPA- LIGHTING & ATTACHMENTS  
1650 ISLIP AVE,  
BRENTWOOD, NY 11771

Reviewed By  
Office of Town Attorney





Harmless Agreement for Use of Town Property and/or Equipment

This Agreement is made this 12 day of April 2022, by OBEN chamber (hereinafter "CONCESSIONAIRE"). Whereas, the CONCESSIONAIRE has entered into a contract to provide certain services and products at various Town locations, as designated in the contract between the TOWN and the CONCESSIONAIRE for the contract period 5/31/22 through 9/12/22.

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

Further, the Organization agrees to provide the Town with a copy of its general liability insurance certificate, in the amounts of \$1,000,000 each occurrence, \$2,000,000 general aggregate, \$500,000 for property damage and, where appropriate, \$1,000,000 products, naming the Town as additional insured. All certificates of insurance must be accompanied by an endorsement.

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

Name of Organization:

OBEN chamber of Commerce

Address of Organization:

PO Box 21  
Oyster Bay, NY 11771

By: [Signature]

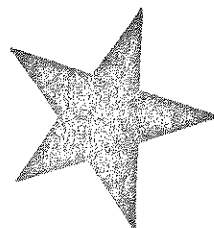
Authorized Representative

Title: President

Telephone Number: 631-987-7095

Reviewed By  
Office of Town Attorney

[Signature]





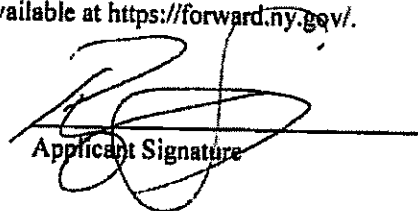


**TOWN OF OYSTER BAY  
ADDENDUM TO PERMIT APPLICATION**

Applicant Name: OBEN Chamber of Commerce  
Event Description: OBEN Chamber Oyster Bay Cruise Night  
Event Date: 5/31/22 - 9/12-22

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

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

  
Applicant Signature

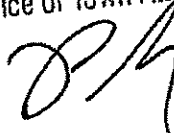
STATE OF NEW YORK     )  
  ) ss:  
COUNTY OF NASSAU     )

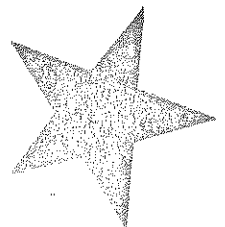
On the 12 day of April, 2022, before me, the undersigned, personally appeared Ryan Schlotter personally know to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her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

  
Notary Public

**ANTHONY MINUCCI**  
NOTARY PUBLIC, State of New York  
No. 01N16402108  
Qualified in Nassau County  
Commission Expires December 23, 2023

Reviewed by  
Office of Town Attorney     Last Revised: May 5, 2021







**DATE:** 04/18/2022

**TO:** HIGHWAY OPERATIONS

**SUBJECT:** OBEN Chamber of Commerce Weekly Classic Car Cruise Night

**PLEASE DELIVER TO:**

**DATE OF EVENT:** 5/31/22-9/12/22

OBEN CC will contact  
Lake ave yard to arrange delivery

**BARRICADES:** 15

**CONTACT:** Ryan Schlotter  
631-987-7095

**CONES:** 20

**SHORT PAILS:** 12

**PORTABLE LIGHTS:**

**GENERATOR:**

**PACKER:**

**DELIVER ON:** 5/27/22

**PICKUP ON:** 9/13/21

**SWEEPING BEFORE AFFAIR IS NEEDED:**

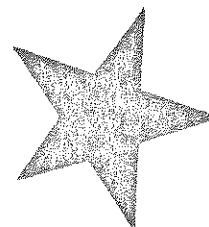
YES XX  
NO

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

JPB/kaz

  
JOHN P. BISHOP, DEPUTY COMMISSIONER  
HIGHWAY DEPARTMENT

CC: Peter Brown, General Foreman 002  
Dan Kornfeld  
Kevin Freiberg, Area Foreman 013  
Public Safety Division





Meeting of May 10, 2022

Resolution No 353-2022

WHEREAS, by Town Board Resolution No. 35-2017, adopted on January 10, 2017; Resolution No. 49-2018, adopted on January 23, 2018; Resolution 848-2018, adopted on December 11, 2018; Resolution 837-2019, adopted on December 10, 2019; Resolution No. 738-2020, adopted on December 8, 2020; and Resolution 768-2021, adopted on December 7, 2021, the Town Board authorized the retention of Cascone & Kluepfel, LLP, 497 Main Street, Farmingdale, New York 11735, to provide legal services with respect to certain negligence matters; and

WHEREAS, Frank Scalera, Town Attorney, and Jeffrey Lesser, Deputy Town Attorney, by memorandum dated April 27, 2022, requested and recommended that the Town Board authorize an increase of \$72,774.03, in order to satisfy outstanding legal fees and expenses in connection with negligence defense matters,

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation as hereinabove set forth is accepted and approved, and the Town Board hereby authorizes an increase in fees payable to Cascone & Kluepfel, LLP, 497 Main Street, Farmingdale, New York 11735, in an amount not to exceed \$72,774.03, including expenses and disbursements; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. TWN AMS 1910 43010 602 0000 000; and be it further

RESOLVED, That the 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

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

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



353

Town of Oyster Bay  
Inter-Departmental Memo

TO: Memorandum Docket

FROM: Office of the Town Attorney

DATE: April 27, 2022

SUBJECT: Payment for Outside Counsel in Certain Negligence Actions  
Account Numbers: TWN AMS 1910 43010 602 0000 000

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Pursuant to Town Board Resolution No. 35-2017, adopted on January 10, 2017; Resolution No. 49-2018, adopted on January 23, 2018; Resolution 848-2018, adopted on December 11, 2018; Resolution 837-2019, adopted on December 10, 2019; Resolution No. 738-2020, adopted on December 8, 2020; and Resolution 768-2021, adopted on December 7, 2021, the Town Board authorized the retention of Cascone & Kluepfel, LLP, 497 Main Street, Farmingdale, New York 11735, to provide legal services with respect to certain negligence matters.

These matters require additional funds to pay for outstanding fees, disbursements, and expenses. Therefore, it is recommended and requested that the Town Board authorize such increase in the amount of \$72,774.03, in order to satisfy the outstanding fees, disbursements, and expenses. The aforementioned amount shall be paid with funds drawn from Account No. TWN AMS 1910 43010 602 0000 000.

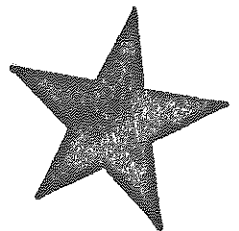
Submitted herewith is a proposed resolution for the foregoing request.

FRANK M. SCALERA  
TOWN ATTORNEY

  
Jeffrey Lesser  
Deputy Town Attorney

JAL:jl  
Attachment

S:\Attorney\RESOS 2022\MD & RESO\Increase in Fees - Cascone and Kluepfel JAL.docx





*Copy*  
Reviewed By  
Office of Town Attorney

WHEREAS, by Town Board Resolution No. 35-2017, adopted on January 10, 2017; Resolution No. 49-2018, adopted on January 23, 2018; Resolution 848-2018, adopted on December 11, 2018; Resolution 837-2019, adopted on December 10, 2019; Resolution No. 738-2020, adopted on December 8, 2020; and Resolution 768-2021, adopted on December 7, 2021, the Town Board authorized the retention of Cascone & Kluepfel, LLP, 497 Main Street, Farmingdale, New York 11735, to provide legal services with respect to certain negligence matters; and

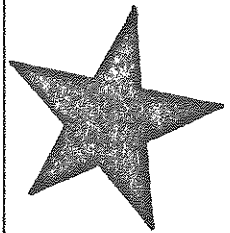
WHEREAS, Frank Scalera, Town Attorney, and Jeffrey Lesser, Deputy Town Attorney, by memorandum dated April 27, 2022, requested and recommended that the Town Board authorize an increase of \$72,774.03, in order to satisfy outstanding legal fees and expenses in connection with negligence defense matters,

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation as hereinabove set forth is accepted and approved, and the Town Board hereby authorizes an increase in fees payable to Cascone & Kluepfel, LLP, 497 Main Street, Farmingdale, New York 11735, in an amount not to exceed \$72,774.03, including expenses and disbursements; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. TWN AMS 1910 43010 602 0000 000; and be it further

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

-#-





Meeting of January 10, 2017

Resolution No. 35-2017

WHEREAS, this Town Board did heretofore authorize the Town of Oyster Bay to implement a Program of Self-Insurance for General Liability, including Automobile Liability; and

WHEREAS, Leonard Genova, Town Attorney, and Dennis P. Sheehan, Assistant Town Attorney, by memorandum dated January 5, 2017, advise that it will be necessary for the Town to retain a law firm experienced in these matters to provide legal services in connection with the Town's self-insurance program for cases initiated through December 31, 2017; and

WHEREAS, the Town Attorney, after having investigated and reviewed the qualifications of numerous law firms, presently recommends that the following firms be retained to assist the Town in the aforementioned self-insurance program:

Milber Makris Plousadis & Spiden, LLP  
1000 Woodbury Road, Suite 402  
Woodbury, New York 11797

Law Offices of Alan Reardon  
19 Park Avenue  
Williston Park, New York 11596

Kendric Law Group P.C.  
1225 Franklin Avenue, Suite 450  
Garden City, New York 11530

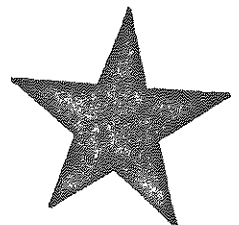
Cascone & Kluepfel, LLP  
1399 Franklin Avenue, Suite 302  
Garden City, New York 11530

Walsh Markus McDougal & DeBellis LLP  
229 Seventh Street, Suite 200  
Garden City, New York 11530

WHEREAS, payment to said law firms will be in accordance with the terms, conditions and fee schedules set forth below:

Trials including jury selection (per half day)	\$400.00
Court appearances other than trials	\$250.00
All Court appearances in which the matter is adjourned and/or rescheduled, with the exception of trials	\$100.00

Reviewed By  
Office of Town Attorney





50-h Hearings and Examinations

Before Trial - Each Party \$250.00

Office work by attorneys including, but not limited to, pleadings, research, motions & briefs \$150.00 per hour

NOW, THEREFORE, BE IT RESOLVED, That upon the recommendation of Leonard Genova, Town Attorney, and Dennis P. Sheehan, Assistant Town Attorney, the law firms abovementioned are hereby retained to provide legal services in connection with the Town's self insurance program, for cases initiated from January 1, 2017 through December 31, 2017, and payment is hereby authorized and directed to be made therefor, in an amount not to exceed \$25,000.00 per year, per law firm, upon submission of a duly certified claim, after audit by the Comptroller, in accordance with the fee provisions outlined herein; and be it further

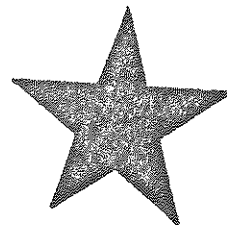
RESOLVED, That funds are available in Account Nos. TWN AMS 1910 43010 602 0000 000 and TWN AMS 1910 43020 602 0000 000.

-#-

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

Acting Supervisor Muscarella	Aye
Councilman Macagnone	Aye
Councilman Coscignano	Aye
Councilman Pinto	Aye
Councilwoman Alesia	Abstain
Councilwoman Johnson	Aye

cc: Supervisor  
Town Attorney  
Comptroller (2)





Meeting of January 23, 2018

Resolution No. 49 -2018

WHEREAS, this Town Board did heretofore authorize the Town of Oyster Bay to implement a Program of Self-Insurance for General Liability, including Automobile Liability; and

WHEREAS, Joseph Nocella, Town Attorney, and Dennis P. Sheehan, Assistant Town Attorney, by memorandum dated January 8, 2018, advised that it will be necessary for the Town to retain law firms experienced in these matters to provide legal services in connection with the Town's self-insurance program for cases initiated through December 31, 2018; and

WHEREAS, the Town Attorney, after having investigated and reviewed the qualifications of numerous law firms, recommended by memorandum dated December 20, 2017, that the following firms be retained to assist the Town in the aforementioned self-insurance program:

Milber Makris Piousadis & Seiden, LLP  
1000 Woodbury Road, Suite 402  
Woodbury, New York 11797

Law Offices of Alan Reardon  
19 Park Avenue  
Williston Park, New York 11596

Law Office of Jerry C. Guarino, P.C.  
1070 Middle Country Road, Suite 7-355  
Selden, New York 11784

Cascone & Kluepfel, LLP  
1399 Franklin Avenue, Suite 302  
Garden City, New York 11530

Bartlett LLP  
170 Old Country Road  
Mineola, New York 11501

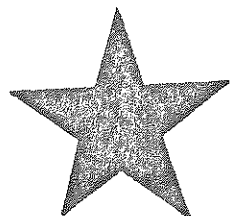
Ken Maguire & Associates PLLC  
3366 Park Avenue  
Wantagh, New York 11793

West Group Law PLLC  
81 Main Street, Suite 510  
White Plains, New York 10601; and

WHEREAS, payment to said law firms will be in accordance with the terms, conditions and fee schedules set forth below:

Trials including jury selection	\$400.00
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Reviewed By  
Office of Town Attorney





Resolution No. 49-2018

(per half day)	
Court appearances other than trials	\$250.00
All Court appearances in which the matter is adjourned and/or rescheduled, with the exception of trials	\$100.00
50-h Hearings and Examinations Before Trial - Each Party	\$250.00
Office work by attorneys including, but not limited to, pleadings, research, motions & briefs	\$150.00 per hour

NOW, THEREFORE, BE IT RESOLVED, That upon the recommendations as hereinabove set forth, the law firms abovementioned are hereby retained nunc pro tunc to provide legal services in connection with the Town's self-insurance program, for cases initiated from January 1, 2018 through December 31, 2018, and payment is hereby authorized and directed to be made therefor, in an amount not to exceed \$25,000.00 per year, per law firm, upon submission of a duly certified claim, after audit by the Comptroller, in accordance with the fee provisions outlined hereinabove; and be it further

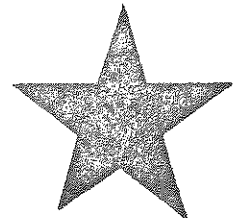
RESOLVED, That funds are available in Account Nos. TWN AMS 1910 43010 602 0000 000 and TWN AMS 1910 43020 602 0000 000.

-#

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

Supervisor Saladino	Aye
Councilman Muscarella	Aye
Councilman Macagnone	Aye
Councilwoman Alesia	Abstain
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye

cc: Supervisor  
Town Attorney  
Comptroller





Meeting of December 11, 2018

Third corrected copy  
Resolution No. 848-2018

WHEREAS, the Town Board heretofore authorized the Town of Oyster Bay to implement a Program of Self-Insurance for General Liability, including Automobile Liability; and

WHEREAS, Joseph Nocella, Town Attorney, and Matthew M. Rozea, Deputy Town Attorney, by memorandum dated December 3, 2018, advised that the Office of the Town Attorney sought proposals from law firms in order to assist the Town in connection with the Town's self-insurance program for cases initiated through December 31, 2019; and

WHEREAS, the Office of the Town Attorney, after having investigated and reviewed the qualifications of numerous law firms, recommends that the following firms be retained to assist the Town in the aforementioned self-insurance program:

Lynch Schwab & Gasparini, PLLC  
75 South Broadway, 4<sup>th</sup> Floor  
White Plains, New York 10601

Milber Makris Plousadis & Seiden, LLP  
1000 Woodbury Road, Suite 402  
Woodbury, New York 11797

Creedon & Gill, PC  
24 Woodbine Avenue, Ste. 8  
Northport, New York 11768

Cascone & Khuepfel, LLP  
1399 Franklin Avenue, Suite 302  
Garden City, New York 11530

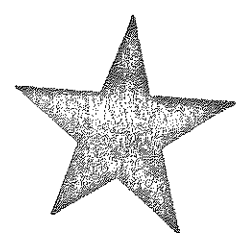
Ken Maguire & Associates, PLLC  
3366 Park Avenue  
Wantagh, New York 11793

Law Office of Jerry C. Guarino, P.C.  
1070 Middle Country Road, Ste. 7-355  
Selden, New York 11784

WHEREAS, payment to said law firms will be in accordance with the terms, conditions and fee schedules set forth below:

Trials including jury selection (per half day)	\$400.00
Court appearances other than trials	\$250.00

Reviewed By  
Office of Town Attorney  
*[Signature]*





All Court appearances in which the matter is adjourned and/or rescheduled, with the exception of trials	\$100.00
50-h Hearings and EBTs Each Party	\$250.00
Office work by attorneys including, but not limited to, pleadings, research, motions & briefs	\$150.00 per hour

NOW, THEREFORE, BE IT RESOLVED, That upon the recommendation of Joseph Nocella, Town Attorney, and Matthew M. Rozza, Deputy Town Attorney, the law firms abovementioned are hereby retained to provide legal services in connection with the Town's self-insurance program, for cases initiated from January 1, 2019 through December 31, 2019, with one, one-year extension option at the Town's sole and exclusive discretion, and be it further

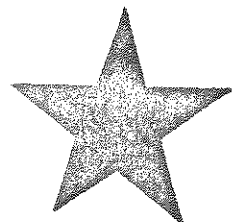
RESOLVED, That the Comptroller is authorized and directed to make payment for same in an amount not to exceed \$25,000.00 per year, per law firm, upon submission of a duly certified claim, after audit by the Comptroller, in accordance with the fee provisions outlined herein, with funds to be drawn from Account Nos. TWN AMS 1910 43010 602 0000 000 and TWN AMS 1910 43020 602 0000 000.

-#-

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

Supervisor Saladino	Aye
Councilman Muscarella	Aye
Councilman Macagnone	Aye
Councilwoman Alesia	Abstain
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye

cc: Supervisor  
Town Attorney  
Comptroller





WHEREAS, the Town Board heretofore authorized the Town to implement a Program of Self-Insurance for General Liability, including Automobile Liability; and

WHEREAS, Joseph Nocella, Town Attorney, and Matthew M. Rozea, Deputy Town Attorney, by memoranda dated November 22, 2019 and December 3, 2019, advised that the Office of the Town Attorney sought proposals from law firms in order to assist the Town in connection with the Town's negligence defense practice; and

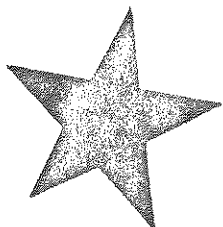
WHEREAS, the Office of the Town Attorney, after having investigated and reviewed the qualifications of the eleven (11) responding law firms, by said memoranda, recommended that the following firms be retained to assist the Town in the aforementioned self-insurance program:

Montfort, Healy, McGuire & Salley LLP 840 Franklin Avenue, P.O. Box 7677 Garden City, New York 11530-7677	Milber Makris Plousadis and Seiden, LLP 1000 Woodbury Rd, Suite 402 Woodbury, New York 11797
Cascone and Kuepfel, LLP 1399 Franklin Ave, Suite 302 Garden City, New York 11530	Devitt Spellman Barrett, LLP 50 Route 111, Suite 314 Smithtown, New York 11787
Mulholland Minion Davey McNiff & Beyrer 374 Hillside Avenue Williston Park, New York 11596	Bee, Ready, Fishbein, Hatter, & Donovan, LLP 170 Old Country Road, Suite 200 Mineola, New York 11501
Law Office of Vincent D. McNamara 1045 Oyster Bay Road, Suite 1 East Norwich, New York 11732	Kendric Law Group, PC 1225 Franklin Avenue, Suite 450 Garden City, New York 11530
Creedon & Gill, PC 24 Woodbine Avenue, Suite 8 Northport, New York 11768	LaSalle LaSalle & Dwyer, PC 309 Sea Cliff Avenue Sea Cliff, New York 11579
Sokoloff Stern LLP 179 Westbury Avenue Carle Place, New York 11514	

WHEREAS, payment to said law firms will be in accordance with the terms, conditions and fee schedules set forth in the Request for Proposals,

NOW, THEREFORE, BE IT RESOLVED, That upon the recommendation of Joseph Nocella, Town Attorney, and Matthew M. Rozea, Deputy Town Attorney, the abovementioned law firms are hereby retained to provide legal services in connection with the Town's self-insurance program, for claims and cases initiated from January 1, 2020 through December 31, 2020, with one (1) one-year extension option at the Town's sole and exclusive discretion, and be it further

Reviewed By  
Office of Town Attorney  
*[Signature]*



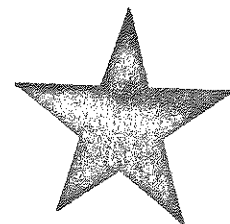


RESOLVED, That the Comptroller is authorized and directed to make payment for same in an amount not to exceed \$30,000.00 per year, per law firm, upon submission of a duly certified claim, after audit by the Comptroller, in accordance with the fee provisions outlined herein, with funds to be drawn from Account Nos. TWN AMS 1910 43010 602 0000 000 and TWN AMS 1910 43020 602 0000 000.

-#-

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

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





WHEREAS, the Town Board heretofore authorized the Town to implement a Program of Self-Insurance for General Liability, including Automobile Liability; and

WHEREAS, Resolution No. 837-2019, adopted on December 10, 2019, authorized the following firms to provide legal services in connection with the Town's self-insurance program, for claims and cases initiated from January 1, 2020 through December 31, 2020, in an amount not to exceed \$30,000.00 per firm, with one (1), one-year extension option at the Town's sole and exclusive discretion:

Montfort, Healy, McGuire & Salley LLP  
840 Franklin Avenue, P.O. Box 7677  
Garden City, New York 11530-7677

Milber Makris Plousadis and Seiden, LLP  
1000 Woodbury Rd, Suite 402  
Woodbury, New York 11797

Cascone and Kluepfel, LLP  
1399 Franklin Ave, Suite 302  
Garden City, New York 11530

Devitt Spellman Barrett, LLP  
50 Route 111, Suite 314  
Smithtown, New York 11787

Mulholland Minion Davey McNiff & Beyrer  
374 Hillside Avenue  
Williston Park, New York 11596

Bee, Ready, Fishbein, Hatter, & Donovan, LLP  
170 Old Country Road, Suite 200  
Mineola, New York 11501

Law Office of Vincent D. McNamara  
1045 Oyster Bay Road, Suite 1  
East Norwich, New York 11732

Kendric Law Group, PC  
1225 Franklin Avenue, Suite 450  
Garden City, New York 11530

Creedon & Gill, PC  
24 Woodbine Avenue, Suite 8  
Northport, New York 11768

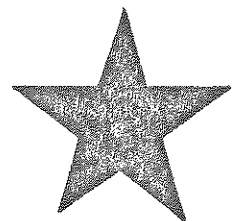
LaSalle LaSalle & Dwyer, PC  
309 Sea Cliff Avenue  
Sea Cliff, New York 11579

Sokoloff Stern LLP  
179 Westbury Avenue  
Carle Place, New York 11514

and;

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, Office of the Town Attorney, by memorandum dated November 25, 2020, request Town Board authorization to exercise the option from January 1, 2021 through December 31, 2021, in an amount not to exceed \$30,000.00 per firm,

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





NOW, THEREFORE BE IT RESOLVED, that the abovementioned request is hereby approved, and the Office of the Town Attorney is hereby authorized to exercise the extension option with the aforementioned firms to provide legal services in connection with the Town's self-insurance program, from January 1, 2021 through December 31, 2021, in an amount not to exceed \$30,000.00 per firm; and be it further

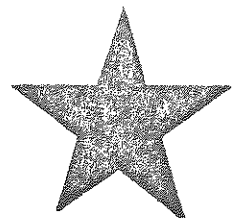
RESOLVED, that the funds for said payment shall be drawn from Account Nos. TOWN AMS 1910 43010 602 0000 000, and TOWN AMS 1910 43020 602 0000 000; and be it further

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

#-

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

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





Meeting of December 7, 2021

Resolution No. 768-2021

WHEREAS, the Town Board heretofore authorized the Town to implement a Program of Self-Insurance for General Liability, including Automobile Liability; and

WHEREAS, Frank M. Scalerà, Town Attorney, and Jeffrey Lesser, Deputy Town Attorney, by memoranda dated November 17, 2021 and November 29, 2021, advised that the Office of the Town Attorney issued a Request for Proposals from law firms in order to assist the Town in connection with the Town's negligence defense practice; and

WHEREAS, the Office of the Town Attorney, after having investigated and reviewed the qualifications of the fourteen (14) responding law firms, by said memoranda, recommended that the following firms be retained to assist the Town in the aforementioned self-insurance program:

Montfort, Healy, McGuire & Salley LLP  
840 Franklin Avenue, P.O. Box 7677  
Garden City, New York 11530-7677

Milber Makris Plousadis and Seiden, LLP  
1000 Woodbury Rd, Suite 402  
Woodbury, New York 11797

Cascone and Kluepfel, LLP  
1399 Franklin Ave, Suite 302  
Garden City, New York 11530

Devitt Spellman Barrett, LLP  
50 Route 111, Suite 314  
Smithtown, New York 11787

Mulholland Minion Davey McNiff & Beyrer  
374 Hillside Avenue  
Williston Park, New York 11596

Bee, Ready, Fishbein, Hatter, & Donovan, LLP  
170 Old Country Road, Suite 200  
Mineola, New York 11501

Law Office of Vincent D. McNamara  
1045 Oyster Bay Road, Suite 1  
East Norwich, New York 11732

Keadric Law Group, PC  
1225 Franklin Avenue, Suite 450  
Garden City, New York 11530

Creedon & Gill, PC  
24 Woodbine Avenue, Suite 8  
Northport, New York 11768

Heanun Feretic Prendegast & Merlino, LLC  
55 Broadway - Suite 202  
New York, NY 10006

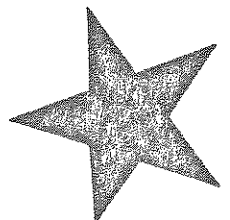
Rubia Paterniti Gonzalez Rizzo & Kaufman  
1225 Franklin Avenue  
Garden City, NY 11530

Tyson & Mendes  
100 Park Ave., 16<sup>th</sup> Floor  
New York, NY 10017

WHEREAS, payment to said law firms will be in accordance with the terms conditions and fee schedules set forth in the Request for Proposals,

WHEREAS, the term of retention of the law firms set forth in the Request for Proposals is January 1, 2022 through December 31, 2022 with one (1), one (1) year extension option; and

Reviewed by  
Office of Town Attorney  
*[Signature]*





Resolution No. 768-2021

WHEREAS, the Office of the Town Attorney, by said memorandum, further advised that the Office of the Inspector General has reviewed the Request for Proposals and the proposed vendors' disclosure questionnaires and is satisfied that the Procurement Policy has been fulfilled,

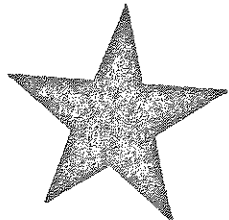
NOW, THEREFORE, BE IT RESOLVED, That upon the recommendation of Frank M. Scalera, Town Attorney, and Jeffrey Lesser, Deputy Town Attorney, the abovementioned law firms are hereby retained to provide legal services in connection with the Town's self-insurance program, commencing January 1, 2022 through December 31, 2022, with one (1), one (1) year extension option; and be it further

RESOLVED, That the Comptroller is authorized and directed to make payment for same in an amount not to exceed \$30,000.00 per year, per law firm, upon submission of a duly certified claim, after audit by the Comptroller, in accordance with the fee provisions outlined herein, with funds to be drawn from Account Nos. TWN AMS 1910 43010 602 0000 000 and TWN AMS 1910 43020 602 0000 000.

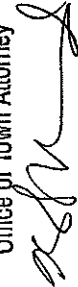
-#-

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

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





Not  
Reviewed By  
Office of Town Attorney  


RESOLVED, That a public hearing will be held before the Town Board, in the Hearing Room, Town Hall North, East Building, 54 Audrey Avenue, Oyster Bay, New York 11771 on the 24<sup>th</sup> day of May, 2022, at 10:00 o'clock a.m., prevailing time, or as soon thereafter as practicable, to consider the placement of a cellular communications monopole tower (hereinafter "cellular monopole tower"), located on the southwest corner of Jericho Turnpike and Crossways Park Drive, Woodbury, New York (hereinafter "Town premises"), through a license agreement with Beacon Wireless, the firm who was determined to be best qualified to complete the requirements in response to the Town Requested Proposals, pursuant to Guideline 6 and 9 of the Town of Oyster Bay Procurement Policy, and in accordance with a Town formed RFP review committee, for a license for the construction and maintenance of the cellular monopole tower on the Town premises. The RFP process for this vendor and any proposed sub-vendors is in compliance with the requirements of the Inspector General; and be it further

RESOLVED, That if meeting restrictions imposed by New York State Executive Order are in effect, said meeting may be held by teleconference, and said meeting will be livestreamed on oysterbaytown.com where the public will have the ability to view or listen to said hearing, and said hearing shall be recorded and later transcribed. The public may submit any comments on the subject of the hearing, by mailing or delivering same to the Office of the Town Attorney, 54 Audrey Avenue, Oyster Bay, New York 11771, or by submitting same by email to publiccomment@oysterbay-ny.gov. Any comments received will form part of the public record with respect to said hearing, and be it further

RESOLVED, That the Town Clerk shall publish notice of such hearing in Newsday newspapers of general circulation within the Town of Oyster Bay.

-#-

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

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



PUBLIC NOTICE

NOTICE is hereby given, pursuant to law, that a public informational hearing will be held before the Town Board of the Town of Oyster Bay, in the Hearing Room, Town Hall North, East Building, 54 Audrey Avenue, Oyster Bay, New York 11771, on the 24<sup>th</sup> day of May, 2022 at 10:00 a.m., prevailing time, or as soon thereafter as may be practicable, to consider the placement of a cellular communications monopole tower (hereinafter "cellular monopole tower"), located on the southwest corner of Jericho Turnpike and Crossways Park Drive, Woodbury, New York (hereinafter "Town premises"), through a license agreement with Beacon Wireless, the firm who was determined to be best qualified to complete the requirements in response to the Town Requested Proposals, pursuant to Guideline 6 and 9 of the Town of Oyster Bay Procurement Policy, and in accordance with a Town formed RFP review committee, for a license for the construction and maintenance of the cellular monopole tower on the Town premises. The RFP process for this vendor and any proposed sub-vendors is in compliance with the requirements of the Inspector General.

Any person interested in the subject matter of said hearing will be given an opportunity to be heard with reference thereto, at the time and place above designated. If meeting restrictions imposed by New York State Executive Order are in effect, said meeting may be held by teleconference, and said meeting will be livestreamed on [oysterbaytown.com](http://oysterbaytown.com). Comments may be submitted by email to [publiccomment@oysterbay-ny.gov](mailto:publiccomment@oysterbay-ny.gov), or in writing to Office of the Town Attorney, 54 Audrey Avenue, Oyster Bay, New York 11771.

The abovementioned Town Requested Proposal and Response by Beacon Wireless is on file and may be viewed daily (except Saturday, Sunday and Holidays) between the hours of 9:00 a.m. and 4:45 p.m., prevailing time, at the Office of the Town Clerk at Oyster Bay and Massapequa.

TOWN BOARD OF TOWN OF OYSTER BAY, JOSEPH S. SALADINO, Supervisor,  
RICHARD LaMARCA, Town Clerk.

Dated: May 10, 2022 Oyster Bay, New York.

REVIEWED BY  
OFFICE OF TOWN ATTORNEY



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

**TO** : MEMORANDUM DOCKET  
**FROM** : Office of the Town Attorney  
**DATE** : April 25, 2022  
**SUBJECT** : Public Information Hearing to consider the placement of a cellular communications monopole tower on Town property located in Woodbury, New York

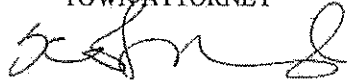
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This Office has prepared a Public Notice and Resolution necessary to hold a public informational hearing, to consider the placement of a cellular communications monopole tower (hereinafter "cellular monopole tower"), located on the southwest corner of Jericho Turnpike and Crossways Park Drive, Woodbury, New York (hereinafter "Town premises") through a license agreement. Pursuant to Guideline 6 and 9 of the Town of Oyster Bay Procurement Policy, and in accordance with a Town formed RFP review committee, Beacon Wireless (hereinafter "Beacon") was determined to be best qualified to complete the requirements for a license for the construction and maintenance of a cellular monopole tower on the Town premises.

The RFP process for this vendor and any proposed sub-vendors is in compliance with the requirements of the Inspector General.

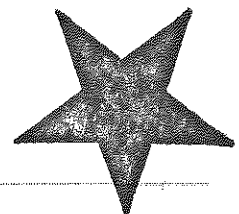
Kindly place this matter on the May 10, 2022 Town Board action calendar.

FRANK M. SCALERA  
TOWN ATTORNEY



Karen J. Underwood  
Deputy Town Attorney

KJU:kju  
File No. 2022-8520





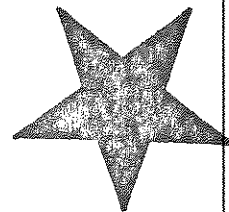
Ad  
Reviewed By  
Office of Town Attorney  
MS

RESOLVED, That a public hearing will be held before the Town Board, in the Hearing Room, Town Hall North, East Building, 54 Audrey Avenue, Oyster Bay, New York 11771 on the 24<sup>th</sup> day of May, 2022, at 10:00 o'clock a.m., prevailing time, or as soon thereafter as practicable, to consider the placement of a cellular communications monopole tower (hereinafter "cellular monopole tower"), located on the southwest corner of Jericho Turnpike and Crossways Park Drive, Woodbury, New York (hereinafter "Town premises"), through a license agreement with Beacon Wireless, the firm who was determined to be best qualified to complete the requirements in response to the Town Requested Proposals, pursuant to Guideline 6 and 9 of the Town of Oyster Bay Procurement Policy, and in accordance with a Town formed RFP review committee, for a license for the construction and maintenance of the cellular monopole tower on the Town premises. The RFP process for this vendor and any proposed sub-vendors is in compliance with the requirements of the Inspector General; and be it further

RESOLVED, That if meeting restrictions imposed by New York State Executive Order are in effect, said meeting may be held by teleconference, and said meeting will be livestreamed on oysterbaytown.com where the public will have the ability to view or listen to said hearing, and said hearing shall be recorded and later transcribed. The public may submit any comments on the subject of the hearing, by mailing or delivering same to the Office of the Town Attorney, 54 Audrey Avenue, Oyster Bay, New York 11771, or by submitting same by email to publiccomment@oysterbay-ny.gov. Any comments received will form part of the public record with respect to said hearing, and be it further

RESOLVED, That the Town Clerk shall publish notice of such hearing in newspapers of general circulation within the Town of Oyster Bay.

-#-





PUBLIC NOTICE

NOTICE is hereby given, pursuant to law, that a public informational hearing will be held before the Town Board of the Town of Oyster Bay, in the Hearing Room, Town Hall North, East Building, 54 Audrey Avenue, Oyster Bay, New York 11771, on the 24<sup>th</sup> day of May, 2022 at 10:00 a.m., prevailing time, or as soon thereafter as may be practicable, to consider the placement of a cellular communications monopole tower (hereinafter "cellular monopole tower"), located on the southwest corner of Jericho Turnpike and Crossways Park Drive, Woodbury, New York (hereinafter "Town premises"), through a license agreement with Beacon Wireless, the firm who was determined to be best qualified to complete the requirements in response to the Town Requested Proposals, pursuant to Guideline 6 and 9 of the Town of Oyster Bay Procurement Policy, and in accordance with a Town formed RFP review committee, for a license for the construction and maintenance of the cellular monopole tower on the Town premises. The RFP process for this vendor and any proposed sub-vendors is in compliance with the requirements of the Inspector General.

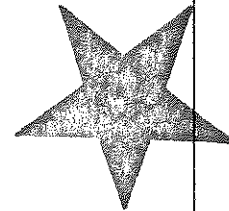
Any person interested in the subject matter of said hearing will be given an opportunity to be heard with reference thereto, at the time and place above designated. If meeting restrictions imposed by New York State Executive Order are in effect, said meeting may be held by teleconference, and said meeting will be livestreamed on oysterbaytown.com. Comments may be submitted by email to publiccomment@oysterbay-ny.gov, or in writing to Office of the Town Attorney, 54 Audrey Avenue, Oyster Bay, New York 11771.

The abovementioned Town Requested Proposal and Response by Beacon Wireless is on file and may be viewed daily (except Saturday, Sunday and Holidays) between the hours of 9:00 a.m. and 4:45 p.m., prevailing time, at the Office of the Town Clerk at Oyster Bay and Massapequa.

TOWN BOARD OF TOWN OF OYSTER BAY, JOSEPH S. SALADINO, Supervisor,  
RICHARD LaMARCA, Town Clerk.

Dated: , 2022 Oyster Bay, New York.

REVIEWED BY  
OFFICE OF TOWN ATTORNEY





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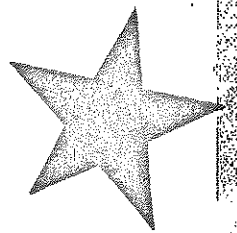
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Proposal Evaluation 7

Insurance Requirements 7

Disclosure Questionnaire





## PURPOSE

The Town of Oyster Bay is issuing this Request for Proposal (RFP) for qualified companies (Lessee) interested in providing a cell tower on Town owned property. Lessee would be responsible for designing, permitting, constructing, operating, maintaining and owning a multi-user wireless communications support monopole tower for the purpose of providing voice and data services to the general public.

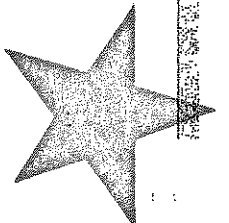
## REQUEST FOR PROPOSAL

Label Sealed Bid Package: Multi-User Wireless Communication Tower

Issue Date:	June 21, 2019
Title:	Multi-User Wireless Communication Tower
Sealed Proposals Due:	July 1, 2019 at 3pm Eastern Daylight Time
Contact Information:	J. Timothy Suris, Office of the Town Attorney/Real Estate 516-624-6153 <a href="mailto:jsuris@oysterbay-ny.gov">jsuris@oysterbay-ny.gov</a>

Proposals to be mailed or hand delivered, directly to:

The Office of the Town Attorney  
Town of Oyster Bay  
Town Hall 54 Audrey Avenue  
Oyster Bay, New York 11771





## PROPOSAL REQUIREMENTS

Proposals should be addressed and delivered to The Office of the Town Attorney, Town of Oyster Bay, Town Hall, 54 Audrey Avenue, Oyster Bay, New York, 11771, in a sealed envelope on or before July 5, 2019 at 3:00pm marked:

Proposer's Name, RFP Name, Date and Time Proposal is due.

Any proposal received after this time and date will not be accepted. The Town is not responsible for late deliveries or mail delays. The time/date stamp located at the Office of the Town Attorney reception area on the 2<sup>nd</sup> floor of the Town Hall North will be the official authority for determining late proposals.

All proposals will be opened publicly and the names of all proposers will be read aloud.

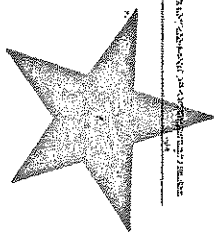
Six (6) original copies and an electronic version shall be provided.

The Town of Oyster Bay reserves the right to reject or accept any or all proposals and to waive any informality in proposal. The most important determining factor when selecting or not selecting a proposal will be the best interest of the Town, the selection will be made at the sole discretion of the Town Board.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal to provide any goods or services to a public entity, may not submit bids on leases of real property to a public entity, may not be awarded or may not perform work as a contractor, supplier, sub-contractor, vendor, or consultant under a contract with any public entity, for a period of thirty-six months from the date of being placed on the convicted vendor list.

The Proposer agrees that the proposal shall remain good and may not be withdrawn for a period of ninety (90) calendar days after proposal opening.

A Pre-submittal meeting and site tour will be held on Thursday, June 20, 2019 at 10:30 a.m. Meet in the Town Hall Auditorium on the ground floor of Town Hall North at 54 Audrey Avenue, Oyster Bay, NY 11771.





## BACKGROUND

### SCOPE OF PROJECT

The Town site is 3.2 Acres, L-I, R1-A Zoning, located on the southwest corner of Jericho Turnpike and Crossways Park Drive, Woodbury, and is described on the Tax and Land Map of Nassau County, NY:

- Woodbury, N.Y.  
Section 15 Block 182 Lot 2

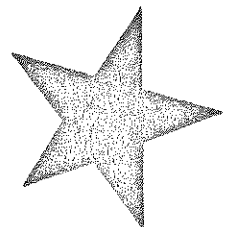
The Town of Oyster Bay is requesting proposals for a ground lease for the construction of a cellular communications monopole tower.

Lessee will be responsible for all permitting and improvements for cell tower. Lessee will also abide by and follow all local, state, and federal regulations, including Chapter 242 of the Town Code (Wireless Telecommunications Facilities)

Lessee will provide proposed revenue to the Town to include but not limited to, land lease revenue and any revenue sharing opportunities from the tower.

Lessee will be provided an agreed upon timeframe from the execution of the agreement's effective date to conduct any necessary testing and/or evaluation of the Premises and to complete a site plan. In the event that the testing determines that a condition exists on the Premises that would make it unfeasible for the Lessee to supply the required services of the Lessee is unable to obtain any of the required approvals from the Town of Oyster Bay or any other required municipality or agency; the agreement may be terminate. An environmental site assessment is suggested.

The Town of Oyster Bay reserves the right to install security equipment and cameras onto the tower.





## REQUIREMENTS FOR PROPOSAL SUBMISSION

All Contractors/Vendors proposals for the multi-user wireless communication tower shall include and be presented in the following format. Failing to provide information or not structuring the proposal in the correct format may eliminate the proposal from consideration.

1. Name, address, and phone number of the local firm proposed for this agreement.
2. The names and number of years the firm has been in business under current or previous names, or additional assumed business names.
3. The name and title of the person authorized to execute a contract on behalf of the firm.
4. A detailed resume of qualifications shall be submitted including all pertinent information required to execute the project. It should also include 5 years of successful experience with design, engineering, construction, operation, and management. Also include the name and resume for the project manager who will be responsible for ensuring total system delivery, specification compliance, meeting timelines and schedules and will be the project contact. List the name of the individuals assigned to back up the primary project contact in his/her absence.
5. Name/ experience of key staff who will work on the project and their roles.
6. Name of all subcontractors (if any), their roles in this project and percent of the project each will complete.
7. List and describe three reference projects/customers with similar towers in place which your company provided. Please include implementation dates of referenced projects.
8. Provide proposed initial lease term (not to exceed 10 years) and renewals.
9. Provide a Revenue Proposal.
10. Optional Revenue/Services: Vendors are welcome to propose any alternative revenue approaches and/or additional services that would benefit the Town. The benefit and purpose of each should be clearly stated.
11. The return of this complete RFP, and all addenda and acknowledgements hereto, if any, with a signed original copy and submitted as required. Proposers must organize their responses to include page numbers on every page of the proposal.
12. A site plan (even preliminary) showing how the Premises will be developed with plans of the proposed tower. A list of materials, building specifications, plans and landscaping materials, fencing, tower specifications and plans, other materials and finishes are required.



## REVENUE PROPOSAL

All Proposers must submit all projected revenues required in this RFP (and shall be carried out through the conclusion of the initial term of the lease). The Revenue Proposal may be in the form of a fixed monthly amount, annual amount, proposed percentage of the lease revenue the Town would receive and/or a combination. The minimum acceptable revenue proposal will contain a monthly lease fee (or equivalent annual) to be paid to the Town for the land lease, plus any additional revenue to the Town based on Lessee's tenants occupying the Tower or on the revenue obtained by the Proposer for Subtenants.

## PROPOSAL EVALUATION

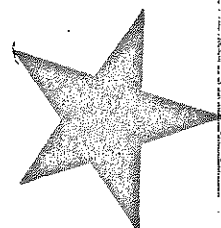
The objective of this RFP process is to identify the proposal that offers the best financial commitment to the Town of Oyster Bay. The Town shall determine that award after evaluating each response on the following point criteria:

- |  |            |
|--|------------|
| 1. Experience of the company and years of knowledge.             | 25 percent |
| 2. References provided/previous and/or governmental experience.  | 25 percent |
| 3. Company's approach to provide land lease and revenue sharing. | 50 percent |
- A. After the preliminary evaluation has been completed an analysis and staff recommendation is expected to be presented to the Town Board at a public meeting to be held August, 2019.
- B. Once a Proposer is selected, the Town expects to negotiate a land lease to include designing, constructing and marketing the multi-user cell tower. If negotiations fail for any reason, the Town may choose to negotiate with another Proposer to obtain the appropriate agreement needs.

## Insurance Requirements

The Insurance coverage and limits of liability for the insurance required under this Agreement shall not be less than as follows:

- A. Worker's Compensation:
1. Employer's Liability
- B. Contractor's Liability Insurance:
1. General Aggregate (Except Products Completed Operations)
  2. Products-Completed Operations Aggregate
  3. Personal Injury (per Person/Occurrence)
  4. Each Occurrence (Bodily Injury/Property Damage)





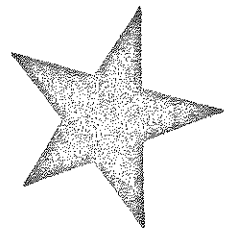
5. Excess Liability General Aggregate Each Occurrence

C. Automobile Liability:

1. Bodily Injury Each person/ Each Accident
2. Property Damage Each Occurrence
- OR.
3. Bodily Injury and Property damage

D. Contractual Liability:

1. General Aggregate
2. Bodily injury and property damage combined, each occurrence \$1,000,000.00.





CONTRACT# \_\_\_\_\_

TITLE \_\_\_\_\_

**TOWN OF OYSTER BAY  
DISCLOSURE QUESTIONNAIRE**

All questions on this questionnaire must be answered by an officer and any stakeholders who hold a majority or greater ownership interest in the proposer. Answers must be 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  
MAY BE REJECTED AS NON-RESPONSIVE AND IT MAY NOT BE CONSIDERED FOR  
AWARD.

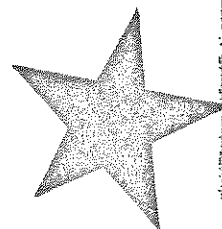
NOTE: All questions require a response, even if response is "none" or "not applicable." No blanks.

**SECTION I: GENERAL INFORMATION**

1. Business name (legal name): \_\_\_\_\_
2. Federal Employer ID No. (FEIN): \_\_\_\_\_
3. d/b/a—doing business as (if applicable): \_\_\_\_\_  
County filed: \_\_\_\_\_
4. Website address (if applicable): \_\_\_\_\_
5. Business e-mail address: \_\_\_\_\_
6. Principal place of business address: \_\_\_\_\_
7. Telephone number: \_\_\_\_\_ 7. Fax number: \_\_\_\_\_
8. Does the business use, or has it used in the past five (5) years, any other business name, FEIN, or d/b/a other than what is listed in questions 1-3 above? Yes ☐ No ☐  
If yes, please provide details: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**9. Authorized contact:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone number: \_\_\_\_\_ Fax number: \_\_\_\_\_  
E-mail: \_\_\_\_\_





10. How many years has this entity been in business? \_\_\_\_\_

11. The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☐ Corporation  
☐ Other (Describe) \_\_\_\_\_

### SECTION II: PRINCIPAL INFORMATION

1. Principal Name \_\_\_\_\_  
Date of birth \_\_\_\_\_ % Equity Interest in Company \_\_\_\_\_  
Home address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_  
Telephone \_\_\_\_\_

2. Positions held in submitting business \_\_\_\_\_  
\_\_\_\_\_

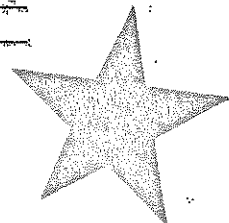
3. Within the past five years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire?  
YES ☐ NO ☐ If Yes, provide details \_\_\_\_\_  
\_\_\_\_\_

4. Has any governmental entity awarded any contracts to a business or organization listed in question 3 above in the past five (5) years while you were a principal owner or officer?  
YES ☐ NO ☐ If Yes, provide details \_\_\_\_\_  
\_\_\_\_\_

### SECTION III: DUE DILIGENCE QUESTIONS - TO BE COMPLETED IF CONTRACT VALUE IS \$25,000.00 OR OVER IN A 12 MONTH PERIOD.

1. Does the business possess all certifications, licenses, permits, approvals, insurance, bonds or other authorizations issued by any local, state, or federal governmental entity in connection with the proposal/project, business services, operations, business, or ability to conduct its activities? Please note this does not include construction related activities such as building permits and certificates of occupancy.  
YES ☐ NO ☐ If no, please provide details \_\_\_\_\_  
\_\_\_\_\_

2. 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 \_\_\_\_\_  
\_\_\_\_\_





3. Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with any 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.
- 

4. On a separate document attached hereto, list all contracts that business has entered into with any municipality in the past three (3) years. Please list the names, address and contact person for the contracting entities.

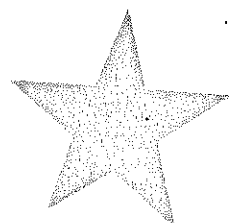
5. Has the proposer, during the past five (5) years, been declared bankrupt? YES ☐ NO ☐ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets.
- 

6. 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 and trust investigation by any federal, state or local prosecuting or investigative agency?  
YES ☐ NO ☐ If Yes, provide details for each such investigation.
- 

7. 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 and 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.
- 

8. 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?  
YES ☐ NO ☐ If Yes, provide details for each such investigation.
- 

9. 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.
- 





10. 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 conduct pertained to events that allegedly occurred during the time of employment):

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) Any violations of administrative, statutory or regulatory provisions pending? YES ☐ NO ☐ If Yes, provide details for each such charge:

\_\_\_\_\_

d) In the past ten (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? YES ☐ NO ☐ If Yes, provide details for each such conviction:

\_\_\_\_\_

e) In the past ten (10) years, been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☐ If Yes, provide details for each such conviction:

\_\_\_\_\_

f) In the past ten (10) years, been found in violation of any administrative, statutory, or regulatory provisions? YES ☐ NO ☐ If Yes, provide details for each such occurrence:

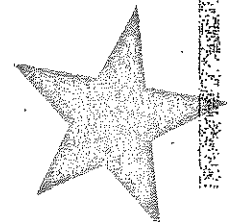
\_\_\_\_\_

11. In the past five (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 ☐ If Yes, provide details for each such instance:

\_\_\_\_\_

12. For the past five (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? YES ☐ NO ☐ If Yes, provide details for each such year:

\_\_\_\_\_

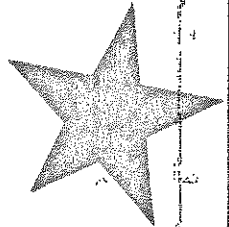




#### SECTION IV: CONFLICT OF INTEREST

Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

1. 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 being awarded this contract with the Town of Oyster Bay.  
\_\_\_\_\_  
\_\_\_\_\_
2. Any family relationship that any employee of your firm has with any public servant that may create a conflict of interest or the appearance of a conflict of interest in being awarded this contract with the Town of Oyster Bay.  
\_\_\_\_\_  
\_\_\_\_\_
3. Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in being awarded this contract with the Town of Oyster Bay.  
\_\_\_\_\_  
\_\_\_\_\_





# 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 PROPOSAL OR FUTURE PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, \_\_\_\_\_, 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. The undersigned also certifies that s/he has not altered the content of the questions in the questionnaire in any manner; has read and understands all of the items contained in the questionnaire and any attached pages; has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief; is knowledgeable about the submitting business's business and operations; understands that the Town of Oyster Bay will rely on the information supplied in this questionnaire when entering into a contract or agreement with the business; and is under duty to notify the Town of Oyster Bay of any material changes to the business's responses herein.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public

Name of submitting business: \_\_\_\_\_

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

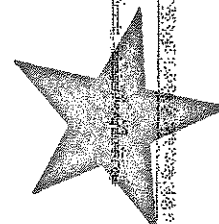
Print name.

Signature

Title

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

20181126







## PROPOSAL

TO DEVELOP, MARKET AND MAINTAIN  
A WIRELESS TELECOMMUNICATIONS FACILITY  
WOODBURY, TOWN OF OYSTER BAY  
SECTION 15, BLOCK 182, LOT 2

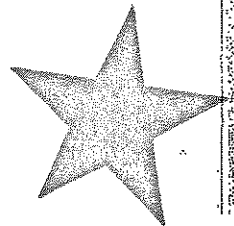
Submitted July 3, 2019

Town of Oyster Bay  
54 Audrey Avenue  
Oyster Bay, New York 11771

REC'D TOWN ATTORNEY  
19 JUL 5 PM 12:21



144 W. Main Street, Bay Shore, NY 11706 631-664-1266





**PROPOSAL**  
**TO DEVELOP, MARKET AND MAINTAIN**  
**A WIRELESS TELECOMMUNICATIONS FACILITY**  
**WOODBURY, TOWN OF OYSTER BAY**

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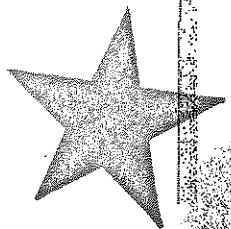
Exhibit A: Nassau County Tax Map

Exhibit B: Proposed Site Plan

Exhibit C: Draft Communications License Agreement



144 W. Main Street, Bay Shore, NY 11706 631-654-1266





## INTRODUCTION

The following proposal prepared by Beacon Wireless, LLC, is in response to the Request For Proposals issued by the Town of Oyster Bay seeking an experienced consultant qualified to construct, lease and maintain a Multi-User Wireless Telecommunications facility on Town of Oyster Bay property located at the southwest corner of Jericho Turnpike and Crossways Park Drive, Woodbury (vacant land), further identified as Section 15, Block 182, Lot 2 of the Nassau County Land & Tax Map. This proposal has been prepared in a manner specifically designed to identify and answer each specific issue as identified in the aforementioned Request for Proposal issued on June 21, 2019 as well as offer additional information and services in a clear and concise manner.

We at Beacon Wireless would like to thank you the Town Board for the opportunity to submit this proposal and, in light of our reputation in providing exemplary services, specifically in the marketing and operating of such facilities, we feel that our submission reflects the best proposal that The Town of Oyster Bay can receive.

## COMPANY PROFILE

Beacon Wireless, LLC was established in 1998 in Suffolk County, NY and has distinguished itself as a leader within the wireless industry by offering wireless development and management services for multi-site landowners, specifically focusing on municipalities, fire departments and educational institutions at absolutely no cost to the landowner. The fees associated with the operating and marketing of each wireless telecommunication facility comes directly from the rental revenue generated from each lease entered into with wireless providers. Again, Beacon Wireless absorbs *all costs* associated with the operating, marketing and management of each wireless facility with no expense to the Town of Oyster Bay, ever.

Beacon Wireless consists of a team of bright, driven individuals who have worked in the wireless industry for a minimum of 20 years and most of who have served in a public official capacity and understand the workings of government, specifically in the planning and marketing of advancing technology while identifying environmental concerns and respecting governmental regulations. The two principles of Beacon Wireless are Thomas Bradley Hemingway (Brad), President, and Randall Weichbrodt, CEO and Director of Legal Affairs. Collectively we understand the inherent complexities of developing a successful wireless telecommunications facility at all stages of the project, beginning with the permitting and construction of the site through the marketing, leasing and operation by each prospective wireless provider.

Brad Hemingway graduated from Fairfield University in 1995 and started a career on Wall Street as an equities trader for Bear Stearns. It was during this time that Brad gained a working knowledge of investments and capital finance as he covered some of the largest money management and hedge fund firms in the world. Brad initially came to Beacon as an investor in 2005 and immediately began taking an active role in our site acquisition department. In 2008, he was made President of Beacon Wireless, LLC overseeing the day to day business operation and development for the company. Mr. Hemingway will be



directly responsible for marketing of the Town of Oyster Bay site and ensuring maximum revenue from the wireless providers.

Randall Weichbrodt is a land use attorney admitted to practice law in several states including New York and is a licensed real estate broker. Mr. Weichbrodt began his legal career serving as Managing Attorney in the zoning and land use department of Wireless Facility Industries (WFI) a global telecommunications company. His responsibilities included conducting title searches, researching and preparing zoning feasibility plans, completing and filing city permit applications and representing the company before numerous Planning and Zoning Boards. Following his five years with WFI, Mr. Weichbrodt served as the first Community Preservation Manager in New York State for the Town of Southampton. There he conducted all real estate acquisitions for the Town through the management of the Peconic Bay Region Transfer Tax (\$126 million to date). He established town-wide purchase agreements including, but not limited to, Purchase & Sale Agreements, TDR agreements, Tax abatement easements and Conservation easements. Mr. Weichbrodt has served as CEO and Director of Legal Affairs for Beacon Wireless since its formation, conducting all contractual relations with the Wireless Providers, including but not limited to Lease Agreements, Environmental Reports, Memorandums of Understanding, Title Reports, Building Permits, Lease Exhibits and Construction Drawings.

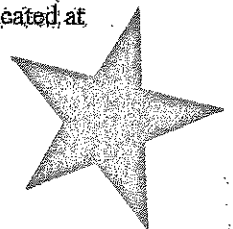
Also on staff are Aiden Mallamo, GIS Specialist, a graduate of Suffolk Community College whom has worked on several geographic information systems initiatives within the Suffolk County Planning Department, the Town of Southampton and the Town of Brookhaven. Aidan is trained as both a geographic information systems technician and a computer aided draftsman. Aidan also served eight (8) years in the United States Marine Corp Reserves and a non-commissioned officer in charge of a communications platoon; Michael Walker, A.I.A., a licensed architect and builder of wireless communication facilities. He has over twenty five (25) years' experience in the wireless industry, having designed and constructed more than 300 tower structures and rooftop facilities; David R. Weyhreter who holds a BE in Electrical Engineering specializing in Communications Systems from SUNY Stony Brook, and a MSEE specializing in Communications Systems from Polytechnic University. David has substantial experience in RF Design/System performance and many other aspects of communication systems technology. In addition to the above, we utilize Nelson, Pope & Voorhis for environmental code compliance whose areas of expertise include zoning analysis and interpretation, environmental science and resource management, and finally Grace Industries, LLC for all utility work as necessary for the development of the Multi-User Wireless Telecommunications Tower.

## **I. SCOPE OF WORK**

### **A. Development of a Wireless Telecommunication Facility**

#### **1. Location of Facility**

As stated in the Request For Proposal issued by the Town of Oyster Bay, Beacon Wireless will construct a telecommunication tower at the Town of Oyster Bay property located at





the southwest corner of Jericho Turnpike and Crossways Park Drive, Woodbury (vacant land), further identified as Section 15, Block 182, Lot 2 of the Nassau County Land & Tax Map (hereinafter "Subject Property") sufficient in size and height to provide telecommunication services to the Oyster Bay Area and to accommodate collocation of additional Wireless Providers. A copy of referenced Tax Map is attached hereto as Exhibit A. In constructing a wireless telecommunication facility to accommodate these goals, it is first important to identify the concerns of the residents of the Town of Oyster Bay followed by the needs of the Wireless Providers.

The first issue in developing any telecommunication facility is the location of the tower. This issue is first and foremost the biggest concern of residents and Town Board members alike. Fortunately, due to the overall size of the Subject Property (3.2 Acres in size), the issue of where to locate the tower on the property can be diffused by camouflaging the monopole by the surrounding trees and foliage thereby minimizing the visual impact.

The second issue confronted in developing the facility is the location of the electronic equipment which are placed either in free standing cabinets or in "shelters". The caveat with the electronic equipment is that it must be located in close proximity to the tower if not at the base of the tower. The issue associated with the location of the electronic equipment, whether in the form of cabinets or "shelters", is not one of aesthetics or visual impact, but rather an issue of space. Each set of cabinets or shelter as utilized by the Wireless Providers requires a ground space of approximately 200 to 300 square feet. A facility that is occupied by four or more Wireless Providers may have a compound area in excess of 1,000 square feet.

Beacon Wireless has identified a suitable location for the wireless telecommunication facility wherein the tower and electronics equipment would have a minimal visual impact on the surrounding neighborhood as they would be shielded with fencing and extensive vegetation as chosen by the Town Board. Attached hereto as Exhibit B is a copy of proposed Site Plan together with the Tower Design. There would be no clearing of trees for either the tower or the equipment under this Primary location.

## **2. Height of Telecommunication Tower**

The third and final issue in developing the telecommunication facility, and often the most misunderstood by the general public, is the height of the telecommunication tower. If the tower is not at a height above the surrounding tree line then the tower cannot be utilized by the Wireless Providers and is therefore, simply stated, unmarketable. In addition to being above the surrounding tree line, the Wireless Providers each require 10 feet of vertical space on the tower for the telecommunication antenna and to accommodate sufficient separation in order to avoid interference.

For example, if the surrounding tree line is at 50 feet, the tower must be at a minimum of 60 feet to accommodate a single Wireless Provider. Furthermore, in order to accommodate collocation as mandated in the Request for Proposal, additional height must be provided for the remaining Wireless Providers. Today there are five Wireless Providers serving the Long Island



area, each requiring 10 feet of vertical space on the tower. As such, in the above example the height of the tower would have to be a minimum of 120 feet to accommodate collocation of all five Wireless Providers. Again, the height of the tower coupled with the goal of collocation is a decision to be made by the Town of Oyster Bay. It is important to realize, however, that the success of the wireless facility, both financially and technologically, is directly related to the height of the tower.

### **3. Permits and Approvals**

In developing a wireless telecommunication facility for the Town of Oyster Bay, Beacon Wireless will prepare and file any and all permits and authorizations required to construct, occupy and use the wireless telecommunication facility. This will include a Phase 1 under NEPA, EAF under SEQRA, 2E Survey, filings under both the FAA and the FCC, soil-boring tests, SHPO clearance and of course securing a building permit from the Town of Oyster Bay. Beacon Wireless will ensure compliance with any and all applicable environmental laws relating to environmental conditions on, under or about the Premises.

In addition, Beacon Wireless will assist the Town, if necessary, in providing clear and marketable title of the Subject Property to the Wireless Providers. For obvious reasons, it is necessary that the Landowner is the current owner of the property and that any previous owner has not granted an easement, covenant, restriction, encroachments, etc. that would interfere with the Wireless Provider's Permitted Use of the Premises. Beacon Wireless becomes responsible for providing a "feasible" site.

### **4. Removal or Termination of Agreement**

Following the expiration of the lease agreements with the Wireless Providers, and at the direction of the Town Board, Beacon Wireless will monitor complete and proper removal of the wireless facility and of the restoration of the property. Beacon Wireless will ensure that each of the Wireless Provider's improvements are removed from the property within 120 days after the termination of the Lease Agreement and that the Wireless Providers restore their compound area to its condition at the commencement of their respective Lease Agreement.

## **B. Management and Maintenance of Facility**

### **1. Monitor Health and Safety Concerns**

First and foremost, Beacon Wireless is concerned with the health and safety surrounding the wireless facility, from the initial construction of the site through its occupation and operation. Beacon Wireless will ensure compliance with any and all applicable environmental and health and safety laws relating to the environmental and RF conditions on, under or about the Premises.



For example, in regards to environmental health hazards as stated earlier, the Landowner must accept the responsibility if any hazardous materials are found to exist on the Property during the installation of the wireless facility, and it will be their responsibility to clean up and remove the materials and to comply with all rules and regulations during and after the removal. Beacon Wireless is equipped to address any and all environmental concerns and prepared to formulate a remediation strategy if such hazards are encountered during any stage of the development. Fortunately, the Subject Property is vacant land with no development history and should, therefore, raise no concerns.

In regard to health and safety concerns, although the emissions from wireless telecommunication facilities have not been deemed to be harmful to humans, Beacon Wireless is equipped to monitor the RF emissions from each of the Wireless Providers and, therefore, readily address any and all health and safety concerns and formulate a remediation strategy.

## **2. Ensure FAA/FCC Compliance**

All lease agreements entered into with the Wireless Providers shall be expressly contingent upon the Wireless Provider obtaining all Governmental Approvals for the utilization of the Communication Facility including, but not limited to, FAA and FCC compliance. Beacon Wireless has established a relationship with the interested governing agencies over the years and is able to ensure that each Wireless Provider adheres to all applicable laws, rules, statutes and regulations, relating to its use of the Premises continues throughout its occupation. In addition, Beacon will require from each of the Providers proof of good standing during quarterly audits. Beacon Wireless has over 20 years of experience in the telecommunications industry and is quite familiar with all State and Federal statutes governing the wireless industry.

## **3. Maintenance of Facility**

Beacon Wireless will provide routine inspections and maintenance of the monopole, ground space, compound area, shelters and electronic cabinets as well as all access roads/paths. Beacon Wireless will ensure that the use of the telecommunication facility by the Wireless Providers is limited for the purposes of utilizing, maintaining and operating a communications facility. To ensure the Wireless Providers comply with such limitation, they are not permitted to otherwise alter, improve, change, remove, withdraw, add, supplement or extend their Antennas, Equipment, or other facilities without the prior written consent of the Town of Oyster Bay.

## **C. Marketing of Facility for Collocation**

While each of the major Wireless Providers, i.e. Sprint, Metro PCS, Verizon, T-Mobile, AT&T/Cingular, have a Site-Acquisition Department whose sole task is to find the more-leasable sites out of several candidates in a particular area, Beacon Wireless has developed a marketing strategy that



places the Landowner in a proactive stance rather than reactive, attracting Wireless Providers to areas where coverage may not have otherwise been a high priority. The strategy is summarized as follows:

1. **Identify Wireless Market.** The number of Wireless Providers serving the Long Island area is relatively small. The major carriers currently operating in Suffolk County are Cingular/AT&T, Verizon, Sprint, T-Mobile and Metro PCS. These companies are our primary prospects for utilizing the Subject Property. Other potential prospects and revenue sources include Tower Companies, Wireless Internet providers and other wireless fidelity technologies.
2. **Catalogue All Town Structures.** Beacon Wireless will "catalog" the Subject Property and all other neighboring structures, be it buildings or telecommunication towers, which could be utilized for wireless purposes, to prepare a comparative study. We will inspect each site, reference available Town and County records, i.e., County Tax Maps and surveys, to develop information carriers need to make their decision to collocate onto a wireless facility. Such information will generally include latitude and longitude, elevation, site area, photographs and other descriptive data, and will be presented to each of the Wireless Providers in a manner favoring the Subject Property.
3. **Create Propagation Maps.** Beacon Wireless will create maps with several overlays to depict the radio frequency (RF) coverage of existing wireless facilities as well as proposed coverage from each of the neighboring structures identified earlier with particular attention paid to the Subject Property.
4. **Broadcast the Site.** Beacon Wireless will place the Subject Property on our Prospect Listing as suitable for the siting and development of a wireless facility and forward an email to each Wireless Provider and their agents a corresponding link each week. Access to the site's information will initially be provided to the Providers and tower companies, followed by Wireless Internet companies and other evolving technologies. The information provided will list the structure by latitude and longitude, property description, tower height, existing tenants, photographs, maps, survey and contact information.
5. **Conduct Meetings with Wireless Providers.** Beacon Wireless will conduct an initial informational meeting for all Wireless Providers to introduce them to the Subject Property and the proposed wireless telecommunications facility. Subsequently, we will conduct personalized meetings with each individual Wireless Provider to discuss their specific need for the site and any issues or concerns they may have.
6. **Negotiate for the highest Rental Rate possible.** This includes, but is not limited to, significant annual percentage increases and lease terms subject to the Landowner's right to terminate. Generally, each Wireless Provider requests an initial lease term to be five years with five five-year renewals for a total possible term of 30 years. The market rate of such lease space,



contrary to current opinion, can be determined, including fair annual percentage increases throughout the term. However, a cost-benefit analysis should be performed with each Wireless Provider's proposal. A cellular tower can only support so many Wireless Providers, to grant access to one over the other will require a detailed financial analysis.

7. **Define Use/Space of the Wireless Providers.** Beacon Wireless will define the use for which the Wireless Providers are negotiating for. Since the business is technology-driven, the Wireless Providers request very broad language regarding the use of the site in order to encompass all present and future (as such are known) requirements of the Wireless Provider's markets. Such ambiguous language may "trap" the Landowner in being unable to provide a facility for a more lucrative venture in the future. Attention must be made to narrow the use for which the lease governs. This task can be provided and is to include, but not be limited to, Lease Agreements, Environmental Reports, Memorandums of Understanding, Title Reports, Building Permits, Lease Exhibits and Construction Drawings.

8. **Prepare, review and execute any and all lease documents.** This task can be provided and is to include, but not be limited to, Lease Agreements, Environmental Reports, Memorandums of Understanding, Title Reports, Building Permits, Lease Exhibits and Construction Drawings.

9. **Review plans of each Wireless Provider.** The Wireless Providers require space in three specific instances. First the Provider requires a portion of space on the telecommunication tower to which it will place its telecommunication antennae. Second, the Provider will require an additional area consisting of approximately three hundred (300) square feet (the "Equipment Space"), where the Wireless Provider will install, maintain, and operate an equipment shelter (the "Equipment Shelter") which contains communications and other related or similar equipment, cabinets, meters, panels, batteries, telephone, electrical, air conditioning, sprinkler, alarming, and other systems, generator(s), and supply sources, structures, devices, and components (collectively, the "Equipment"), as the case may be, which the Wireless Provider deem necessary. Third the Provider will require these certain areas where the it can lay conduits, wires, cables, cable trays and other necessary connections located between the Equipment Space and the antennae array, and between the Equipment Space and the electric power and telephone sources for the Building. Furthermore, a Wireless Provider will need to install and operate transmission cables from its equipment shelter, cabinets, or building to the antennas, electric lines from the main feed to the equipment room, and telephone lines from the main telephone entry point to the equipment room. As such, Beacon will determine and monitor what intrusion that is necessary or incidental to the use. A Wireless Provider will also need to make alterations to the Property, and to install and maintain transmission and utility wires, poles, cables, conduits and pipes on the Property including over, under or along the right-of-way. We determine what amount of intrusion is necessary prior to the commencement date and monitor the build throughout construction to minimize or eliminate negative impacts.



10. **Provide a secure site.** Beacon Wireless will work to ensure the Wireless Provider's adherence with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Premises. Beacon Wireless has over 20 years of experience in the telecommunications industry and is quite familiar with all State and Federal statutes governing the wireless industry.

11. **Maintain a stable relationship with the Wireless Providers.** Beacon Wireless will work in close coordination with each of the carriers so as to minimize the risk of termination. In today's technologically driven world, a Wireless Provider is unafraid to abandon a lease, pay a nominal termination fee, and move on to a "friendlier" site. This can prove to be a great financial loss to the Landowner. Beacon Wireless maintains an "open" dialogue with each of the Wireless Providers to assure a steady, friendly contractual relationship.

12. **Ensure the Wireless Providers procure and maintain proper insurance coverage.** It is extremely important to monitor the Wireless Provider's maintenance of Liability and Property Damage Insurance. We believe a minimum \$2,000,000.00 policy is important and, furthermore, the Landowner must be listed as an Additional Insured. This permits the Landowner to claim directly with the Wireless Provider's carrier for protection against a third party.

13. **Provide an "Interference Free" facility.** The Landowner is generally required to eliminate any interference caused by anyone holding a property interest from or under the Landowner. If the interference cannot be eliminated within a reasonable amount of time, generally not exceeding 30 days, then the Landowner must require the offending party to cease using the equipment causing the interference. Beacon Wireless will address any interference issues utilizing appropriate professionals (RF Engineers) to assure that the proposed facility would not interfere with any Town, County, Police or Fire communications systems. The cost of that service will be transferred to, and borne by, the perspective tenant.

## II. LICENSE TERMS

A draft Communications License Agreement is attached hereto as **Exhibit C** wherein the initial Term is ten (10) years followed by three (3) additional ten (10) year terms as required by the Town of Oyster Bay Request For Proposals.

## III. REVENUE PROPOSALS

As stated earlier, the fees for the above listed services provided by Beacon Wireless come directly from the revenue generated from each lease entered into with the Wireless Provider. Current rental rates paid by the Wireless Providers for use of a wireless telecommunication facility, that is Sprint, Metro PCS, Verizon, T-Mobile, Cingular, are averaging \$2,500.00 per month with some paying as much



as \$3,000.00 per month. The rental rate does have a direct correlation to the location of the facility and the height of their particular antenna installation.

It is important to note that the cost to develop the wireless telecommunications facility is approximately \$250,000.00 and, more importantly, that this cost is borne wholly by Beacon Wireless. The Town has NO monetary obligations.

Therefore, Beacon Wireless is pleased to offer the Town of Oyster Bay the choice of either of three (3) revenue sharing options, each of which will earn the Town of Oyster Bay substantial income. They are as follows:

**Option #1:**

1. \$125,000.00 payment to the Town of Oyster Bay (\$25,000 per Wireless Provider) paid six (6) months from issuance of Certificate of Occupancy by the Town of Oyster Bay;  
AND
2. 50% of all rental revenue received from the Wireless Providers payable to the Town of Oyster Bay for years 1 through 30.

**Total Option Value: \$3,693,156.00 with five (5) Wireless Providers.**

**Option #2:**

1. 40% of all rental revenue received from the Wireless Providers payable to the Town of Oyster Bay for years 1 through 10;
2. 50% of all rental revenue received from the Wireless Providers payable to the Town of Oyster Bay for years 11 through 20; AND
3. 70% of all rental revenue received from the Wireless Providers payable to the Town of Oyster Bay for years 21 through 30.

**Total Option Value: \$4,017,000.00 with five (5) Wireless Providers.**

**Option #3:**

\$250,000.00 lump-sum payment per Wireless Provider paid six (6) months from issuance of Certificate of Occupancy by the Town of Oyster Bay.

**Total Option Value: \$1,250,000.00 with five (5) Wireless Providers.**

The "Total Option Value" stated in each of the above options are based on securing lease agreements with five (5) Wireless Providers; each paying \$2,500.00 per month with a 3% annual increase over a possible 30 year term. It is possible that Beacon may secure monthly rental payments in excess of \$2,500.00 from each of the Wireless Providers, in which event the amount of revenue the Town will earn increases substantially.



#### IV. CONSULTANT BACKGROUND

##### A. Qualifications

Presently, Beacon Wireless contractually performs consulting services to the below listed landowners in developing, managing and marketing their respective properties for the siting of wireless telecommunication facilities. Contact numbers are provided for references. They are as follows:

- Nassau County, (516) 571-6000, Kevin Walsh, Commissioner Real Estate & Development
- Town of Brookhaven, (631) 451-9100, Art Gerhauser, Building Commissioner
- Town of Islip, (631) 224-5691, Town Attorney Office
- Village of Patchogue, (631) 475-4300, Mayor Paul Pontieri
- Village of Babylon, (631) 669-1212, Mayor Ralph Scordino
- Holbrook Fire Department, (631) 588-0099, Ron Schnall, District Manager
- Orient Fire Department, (631) 323-2445, Joe Wysocki, Commissioner
- West Sayville/Oakdale Fire Department, (631) 218-8969, Debbie Therman, Manager
- East Moriches Fire District, (516) 236-7579, Michael Mazerakis, Secretary
- East Marion Fire District, (631) 477-0539, Walter Gaipa, Secretary
- East Moriches Ambulance Barn, (631) 878-4230, Alan Crane, Administrator
- Nassau Community College, (516) 572-7501, Joseph Muscarello, Administrator

##### B. Insurance/Workers Compensation

Beacon Wireless has the following insurance policies in place to protect each client, their officers, employees and agents, from any claims for damages to property and/or bodily injury and personal injuries including death, which may arise from the consulting services provided.

- Comprehensive General Liability with a combined single limit for bodily injury and property damage of Two Million (\$2,000,000.00) Dollars per occurrence; Two Million (\$2,000,000) Dollars general aggregate with on-premises medical payments coverage of Ten Thousand (\$10,000.00) Dollars per person. This policy includes coverage for a) premises liability, b) completed operations, c) independent contracts, and d) broad form property damage.
- Workers' Compensation Insurance with coverage of the statutory minimum. In case of any of the work being sublet, the Contract requires the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by Beacon Wireless.
- Disability Benefits Liability Insurance with coverage of the statutory minimum.



- e. Commercial Automobile Policy - Commercial automobile coverage with limits of Two Million (\$2,000,000.00) Dollars coverage for bodily injury and property damage.


Furthermore, any work undertaken by any subcontractor includes the above-mentioned insurance requirements listing the landowner, in this case the Town of Oyster Bay as the additional insured on respective liability policies. Finally, in addition to the above, we will ensure that the Wireless Providers procure and maintain proper insurance coverage. It is extremely important to monitor the Wireless Provider's maintenance of Liability and Property Damage Insurance. We believe a minimum \$2,000,000.00 policy is important and, furthermore, the Landowner must be listed as an Additional Insured. This permits the Landowner to claim directly with the Wireless Provider's carrier for protection against a third party.

#### V. CONCLUSION

Beacon Wireless understands the inherent complexities of developing a successful wireless telecommunications facility at all stages of the project, beginning with the permitting and construction of the site through the marketing, leasing and operation by each prospective tenant. We strive to ensure that each member of the team is reasonably available to the Town of Oyster Bay at any given moment to discuss the development of the wireless facility.

In summary, Beacon Wireless is an organization committed to excellence. We work to understand how Wireless Providers select one site over another and to employ the same criteria or methodology to assess the suitability of our client's properties, and to develop and maintain an exemplary facility. Although this proposal has been prepared by Beacon Wireless in a manner specifically designed to identify and answer each specific issue as identified in the RFP in a clear and concise manner, we at Beacon Wireless are more than happy to meet with the Town of Oyster Bay to discuss this exciting opportunity further.

  
Bradley Hemingway  
President

  
Randall C. Weichbrodt, Esq.  
CEO



144 W. Main Street, Bay Shore, NY 11706 631-664-1266

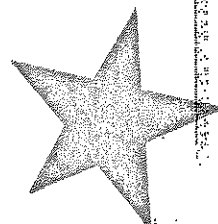
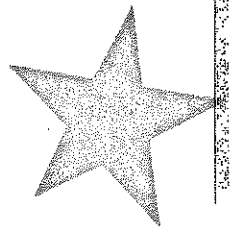
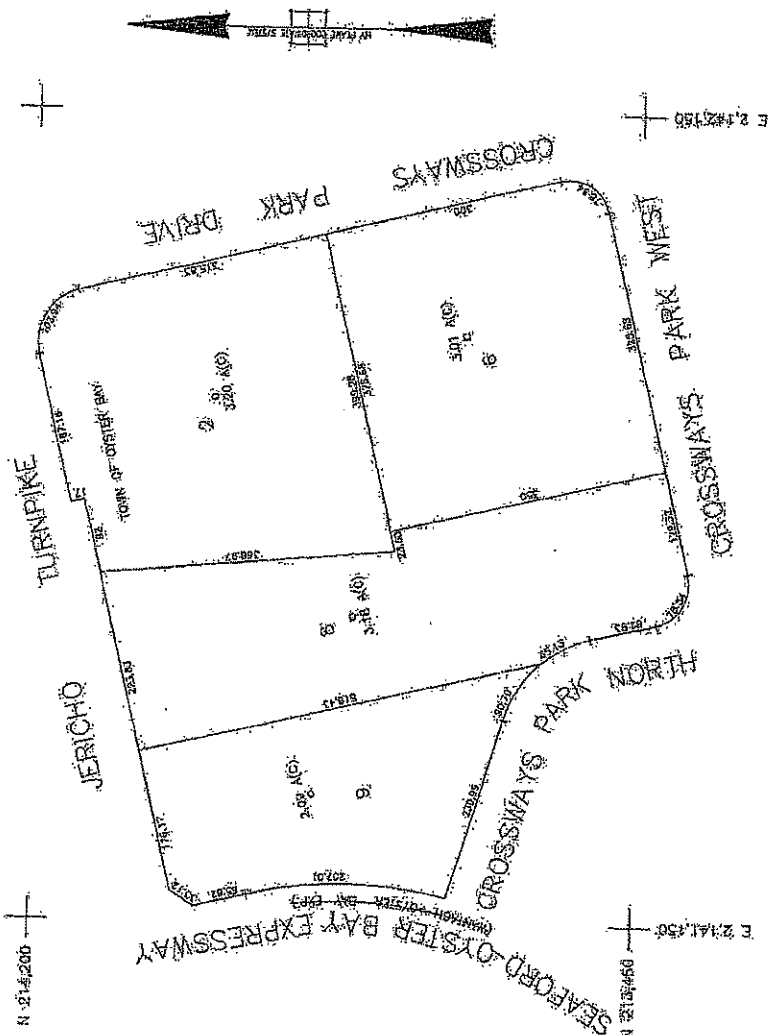




EXHIBIT A  
Nassau County Tax Map

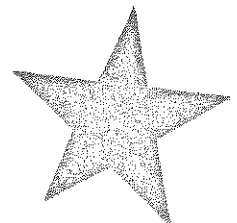




[illegible]



**EXHIBIT E**  
**Proposed Site Plan**





# 'OYSTER BAY' 22-228 CROSSWAYS PARK DRIVE, WOODBURY, NY 11797

## Property Owner Contact Information:

Tower Owner Contact Information: **BEACON WIRELESS**

Overall Height of the Structure: **+/- 120±0" AGL**

Leased Area Square Footage: **1,000 SQ.FT.**

COORDINATES (NAD 83):  
Latitude: **N40° 48' 42.71" W73° 29' 12.60"**  
Longitude:

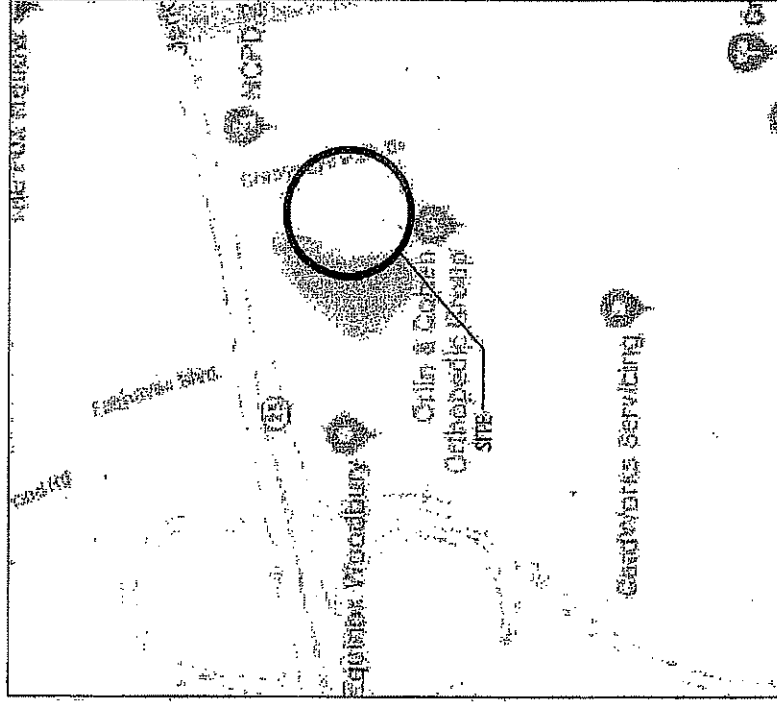
Ground Elevation: **+/- 242±0" AMSL (NGVD 29)**

Multiple Carriers: **Yes**

ZONING INFO:  
Jurisdiction: **Town of Oyster Bay**  
Section:  Block:  Lot(s):

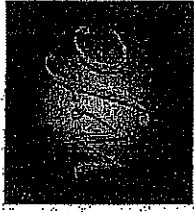
Setback:

Zoning District:



## LEASE EXHIBIT NOTES:

1. THE EQUIPMENT AREA AS SHOWN IS PRELIMINARY AND MAY BE MODIFIED AS NECESSARY TO COMPLY WITH STANDARDS SET FORTH BY ALL STATE AND MUNICIPAL BUILDING CODES AND ZONING REGULATIONS INCLUDING ANY VARIANCES.
2. ALL ANTENNA LOCATIONS ARE APPROXIMATE.
3. ANY REQUIREMENT FOR OTHER UTILITY IMPROVEMENTS REQUIRED BY THE UTILITY PROVIDER TO SERVICE LESSEES INSTALLATION IS LIMITED TO THE PROPERTY.



BEACON WIRELESS  
22-228 CROSSWAYS PARK DRIVE  
WOODBURY, NY 11797

NO.	DATE	REVISION/REASON
0	12/01/17	FOR REVIEW

## BEACON WIRELESS

NEW BUILD

22-228 CROSSWAYS PARK DRIVE  
WOODBURY, NY 11797

DESIGN DATE: 12/01/17

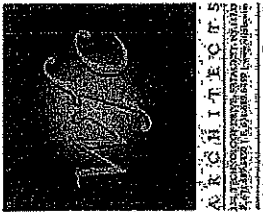
TITLE:

## SITE INFORMATION

DATE:	12/01/17
SCALE:	AS NOTED
DESIGN BY:	BS
CHECKED BY:	TM
OWNER NAME:	
PROJECT NO:	17-00274
PROJECT NAME:	17-00274
OWNER:	

LE-0





NO. 1	DATE	11/28/2017
NO. 2	DATE	12/14/2017
NO. 3	DATE	12/14/2017
NO. 4	DATE	12/14/2017
NO. 5	DATE	12/14/2017
NO. 6	DATE	12/14/2017
NO. 7	DATE	12/14/2017
NO. 8	DATE	12/14/2017
NO. 9	DATE	12/14/2017
NO. 10	DATE	12/14/2017

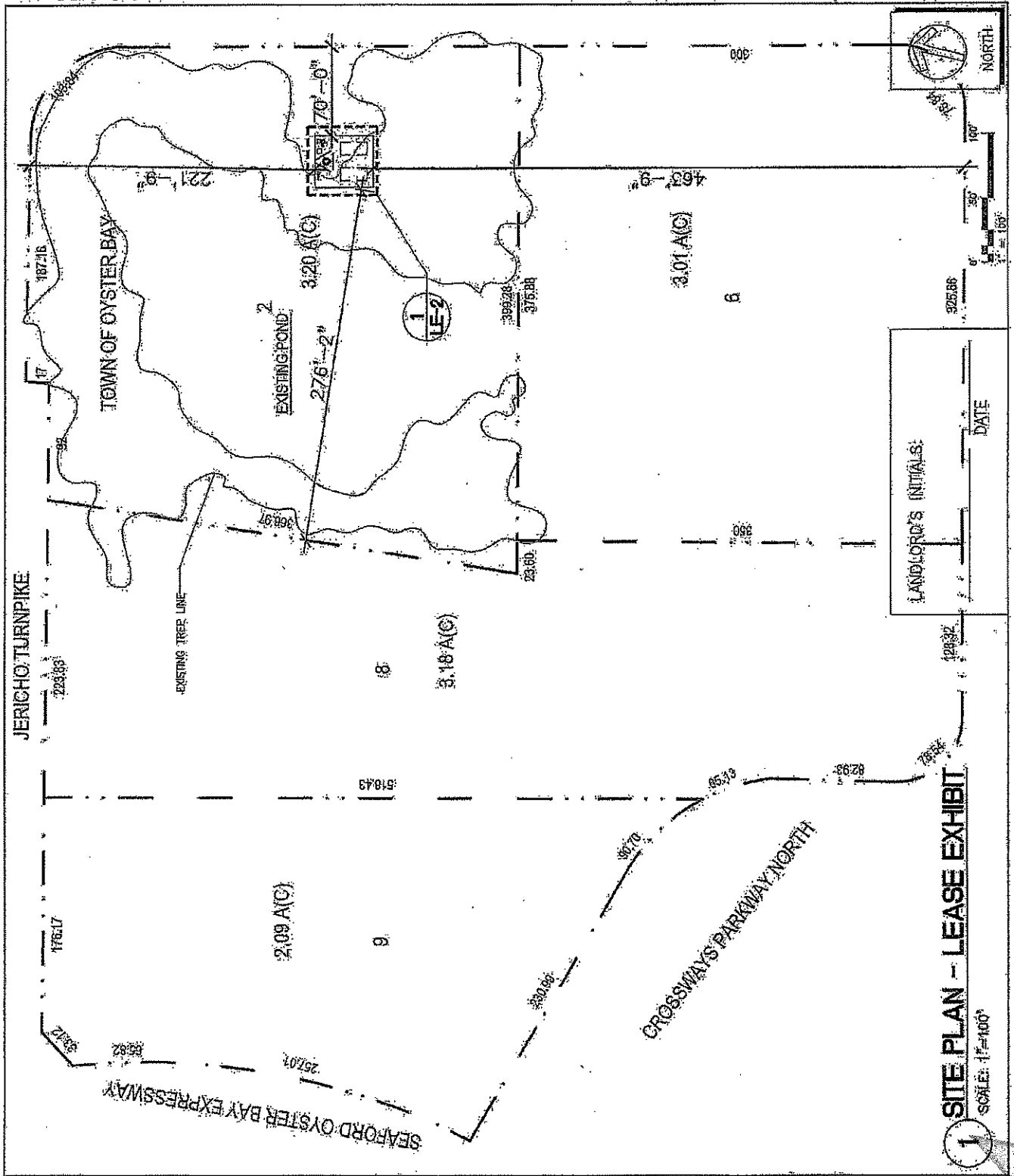
# BEACON WIRELESS

NEW BLD.  
2424 CROSSWAY DRIVE  
WOODBURY, NY 11777  
DESIGN DATE: 4/15/17

## SITE PLAN

DATE	APRIL 15, 2017
SCALE	AS NOTED
DRAWN BY	MS
CHECKED BY	JM
DESIGNED BY	MS
PROJECT NO.	16-20275
NUMBER OF SHEETS	2 OF 4
DRAWING NO.	

1 LE-1



1 SITE PLAN - LEASE EXHIBIT

SCALE: 1"=100'



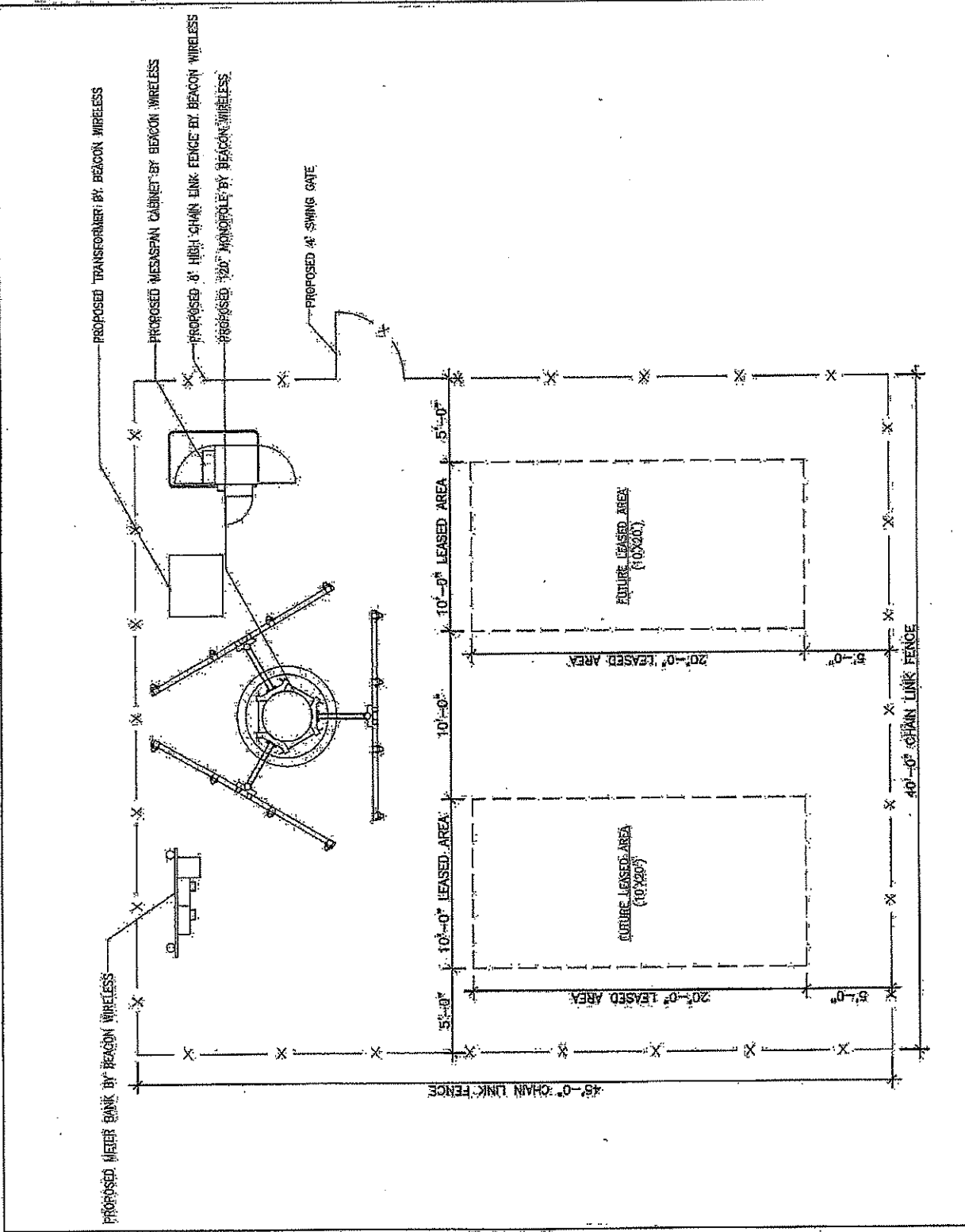


REV.	DATE	REVISION/REWORK
1	1/1/79	FOR REVIEW

**BEACON WIRELESS**  
 NEW BUILD  
 22725 CROSWAY DRIVE  
 WOODBURY, NY 11797  
 DESIGN DATE: 4/25/79  
 TITLE:

**ENLARGED EQUIPMENT PLAN**  
 DATE: APRIL 25, 1979  
 SCALE: AS NOTED  
 DRAWN BY: AS  
 CHECKED BY: TM  
 CUST. NO.: 10-13275  
 PROJECT NO.: 10-13275  
 NUMBER OF SHEETS: 3 OF 3  
 DRAWING NO.:

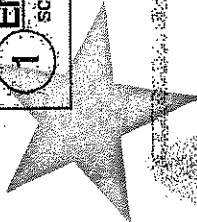
**LE-2**



LANDLORD'S INITIALS: \_\_\_\_\_ DATE: \_\_\_\_\_

**1 ENLARGED EQUIPMENT PLAN - LEASE EXHIBIT**

SCALE: 1/8" = 1'-0"







ARCHITECTS  
ANTHONY M. CANTONE, P.E.  
ANTHONY M. CANTONE & ASSOCIATES, P.C.  
100 WEST 17TH STREET, 10TH FLOOR  
NEW YORK, NY 10011-4209

NO.	DATE	REVISION/REMARK
10	1/10/19	FOR REVIEW

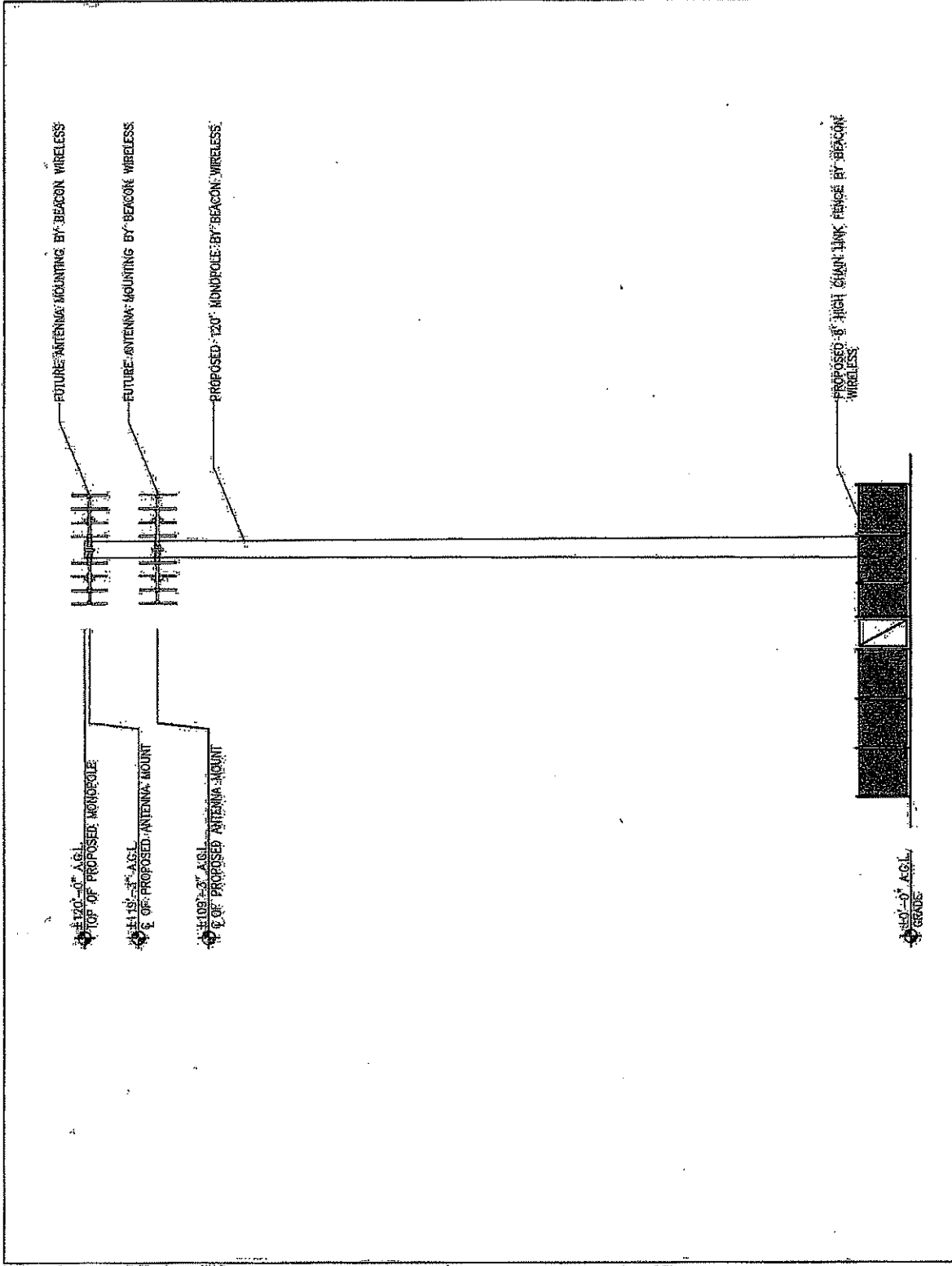
BEACON WIRELESS

NEW BUILD  
2272 CROSSWAYS DRIVE  
WOODBURY, NY 11797  
DESIGN DATE: 4/5/19  
TITLE

WEST ELEVATION

DATE	APRIL 5, 2019
SCALE	AS NOTED
DRAWN BY	BS
CHECKED BY	JTM
CONTRACT NUMBER	
PROJECT NO.	10-13275
DRAWING NUMBER	4 OF 4
DATE	

LB-3

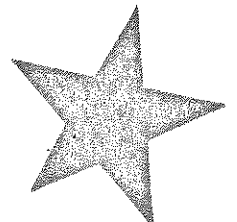


LANDLORD'S INITIALS: \_\_\_\_\_  
DATE: \_\_\_\_\_

1 EAST ELEVATION - LEASE EXHIBIT  
SCALE: 1"=20'



**EXHIBIT C**  
**Draft Communications License Agreement**





## COMMUNICATIONS SITE MASTER LICENSE AGREEMENT

This COMMUNICATIONS SITE LICENSE AGREEMENT ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 ("Effective Date"), by Beacon Wireless, LLC, a New York Limited Liability Company having a mailing address of 436A Montauk Highway, Post Office Box 3042, East Quogue, NY 11942, ("Beacon" or "Licensee") and The Town of Oyster Bay, a municipal corporation having a mailing address of 54 Audrey Avenue, Oyster Bay, New York 11771, "Licensor" or the "Town").

For One Dollar (\$1.00) paid to Licensor, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Premises.** Subject to the provisions of Paragraph 2 below ("Effective Date/Due Diligence Period") and the terms and conditions of this Agreement, Licensor hereby grants a non-exclusive License to Beacon to utilize and possess, as defined herein, approximately One Thousand Six Hundred (1,000) square feet of Town property located at the southwest corner of Jericho Turnpike and Crossways Park Drive, Nassau County Tax Map Section 15, Block 182, Lot 2 (as such property is shown on Schedule A attached hereto) and all access and utility easements necessary or desirable thereof (together, the "Premises") for the development of a wireless telecommunication facility, the design of which shall be agreed upon by both parties. Licensor also owns real property throughout the Town of Oyster Bay, State of New York, upon which the Town may elect to use for the development of wireless telecommunication facilities. The Town may, but shall not be obligated to, use Beacon as the developer of wireless telecommunication facilities for any such additional sites. In the event that the Town elects to use Beacon to develop wireless telecommunication facilities for any such additional sites, the use of such sites shall be subject to the provisions of this Agreement and shall not be used under this Agreement unless 1) such sites have been identified by the parties and descriptions of such sites have been appended to this agreement, (2) all requisite Town approvals are obtained, including approval by the Town of Oyster Bay Planning Commission and the Oyster Bay Town Council, and 3) the use of each site is reviewed under the State Environmental Quality Review Act.

### 2. Effective Date/Due Diligence Period.

(a) This Agreement shall be effective on the date of full execution hereof ("Effective Date").  
(b) Beginning on the Effective Date and continuing until the Term Commencement Date as defined in Paragraph 3 below ("Due Diligence Period"), Beacon shall be permitted to enter the Property for the limited purposes of making appropriate engineering and boundary surveys, inspections, and other reasonably necessary investigations and signal, topographical, geotechnical, structural and environmental tests (collectively, the "Investigations and Tests") that Beacon may deem necessary or desirable to determine the physical condition, feasibility and suitability of the Premises (the "Due Diligence Review"). Prior to performing any soil borings or other sampling or testing that disturbs the Property, or any so-called "Phase II" environmental assessment, Beacon must obtain the Town's prior written consent based on the Town's review of Beacon's proposed plans. In the event that Beacon determines, during the Due Diligence Period, that the Premises are not appropriate for Beacon's intended use, Beacon shall have the right to terminate this Agreement without penalty upon written notice to Licensor at any time prior to the Term Commencement Date, defined below. Licensor and Beacon expressly acknowledge and agree that Beacon's access to the Property during this Due Diligence Period shall be solely for the limited purpose of performing the Due Diligence Review, and that Beacon shall not be considered an owner or operator of any portion of the Property, and shall have no ownership or control of any portion of the Property (except as expressly provided in this Paragraph 2), prior to the Term Commencement Date.



(c) In the event that Beacon and/or its agents, employees or representatives shall cause any damage to the Property by reason of work conducted during the Due Diligence Review, Beacon shall repair any such damage to the Property and restore the Property to the condition the same was in prior to such work being done.

(d) Beacon hereby agrees to conduct its activities upon the Property so as not to endanger any person thereon and to indemnify, defend and hold the Town free and harmless from and against (i) all physical damage to the Property caused by work done in connection with the Due Diligence Review, (ii) all loss, liability or damage suffered or incurred by the Town arising out of Beacon's breach of the terms and conditions of this letter agreement, or resulting from injury or death to individuals or damage to property sustained on the Property and caused by the work in connection with the Due Diligence Review conducted by, or at the direction of, Beacon and/or its agents, employees and representatives, and (iii) all reasonable costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by the Town in connection with any action, suit, proceeding, demand, assessment or judgment incident to the foregoing. Beacon's indemnification obligations contained in this paragraph 2 shall survive the termination or expiration of this Agreement.

3. **Term.** The term of Beacon's License hereunder shall commence upon commercial operation of the License Facilities or twelve (12) months following the Effective Date, whichever first occurs ("Term Commencement Date") and shall terminate on the tenth (10<sup>th</sup>) anniversary of the Term Commencement Date (the "Term") unless otherwise terminated as provided herein. Each twelve (12) month period of the Term, beginning on the Term Commencement Date, shall be known as an "Agreement Year". Licensee shall have the right to extend the Term for three (3) successive ten (10) year periods (the "Renewal Terms") on the same terms and conditions as set forth herein, provided that the Licensee has remained in full compliance with the terms and conditions of this Agreement. This Agreement shall automatically be extended for each successive Renewal Term unless Licensee notifies Licensor of its intention not to renew at least sixty (60) days prior to the expiration of the then existing term. Thereafter, this agreement may be renewed for additional successive five (5) year terms as mutually agreed upon by the parties. Notwithstanding any of the above, in the event that commercial operation of the Licensed Facilities does not occur within twelve (12) months of the Effective Date, the Town shall have the right to terminate this Agreement, at which point neither party shall have any rights against the other, except to the extent of the provisions of the last sentence of Section 6(a) below. For purposes of this Agreement, "commercial operation of the License Facilities" shall mean the entering into of agreements between the Licensee and any wireless telecommunications provider to conduct wireless telecommunications activities on the Premises and the actual operation of wireless telecommunications facilities by a wireless telecommunications provider on the Premises.

4. **Rent.** TBD.

5. **Use.** From and after the Term Commencement Date, the Licensee may use the Premises for any lawful activity in connection with the provision of wireless telecommunications services, including but not limited to equipment shelter, cabinet, antennas, cables and mounts, Digital Electronic Messaging Service (DEMS), Enhanced Specialized Mobile Radio (ESMR), General Wireless Communications Service (GWCS), Interactive Video Distribution Service (IVDS), Local Microwave Distribution Service (LMDS), Multipoint Microwave Distribution Service (MMDS), Personal Communication Service (PCS), Wireless Communication Service (WCS), Cellular, Broadband PCS, Narrowband PCS. Licensee shall have the ongoing right to perform such Investigations and Tests as Licensee may deem necessary or desirable. Licensee shall, at Licensee's expense, make all applications for and obtain all licenses, permits and any and all other necessary approvals that may be required for Licensee's intended use of the Premises, Licensor



shall cooperate with Licensee in all reasonable respects in making such applications and obtaining such licenses, permits and approvals.

**6. Facilities; Utilities; Access.**

(a) Subject to all applicable laws and the terms and conditions of this Agreement, Licensee has the right to construct, erect, replace, remove, operate and upgrade on the Premises communications facilities, including an antenna tower or pole and foundation, utility lines, transmission lines, air conditioned equipment shelter(s), electronic equipment, transmitting and receiving antennas, a standby power generator and generator pad and supporting equipment and structures thereof (the "Licensee Facilities"). In connection therewith, Licensee has the right to do all work necessary to prepare, maintain and alter the premises for Licensee's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. All of Licensee's construction and installation work shall be performed at Licensee's sole cost and expense and in a good and workmanlike manner, and all design and construction of facilities, and the operation of such facilities, shall be in compliance with all applicable laws, rules and regulations. Prior to commencing any construction, Beacon shall submit copies of the site plan and specifications to the Licensor, through the Town's Building Department, and shall make application to all other applicable municipal and regulatory authorities, so as to obtain all requisite building permits and other governmental approvals. Licensor's approval will not be unreasonably withheld or conditioned. Licensor shall give such approval or provide Beacon with its requests for changes within thirty (30) business days of Licensor's receipt of Beacon's plans. If Licensor does not provide such approval or request for changes within such thirty (30) business day period, Licensor shall be deemed to have approved the plans. Licensor shall not be entitled to receive any additional consideration in exchange for giving its approval of Beacon's plans. Licensee shall hold title to the Licensee Facilities and all of the Licensee Facilities shall remain Licensee's personal property and are not fixtures. Licensee has the right to remove the Licensee Facilities at its sole expense on or before the expiration or earlier termination of this Agreement; and Licensee shall repair any damage to the Premises caused by such removal. Upon the expiration or earlier termination of this Agreement, Licensee shall, at the written request of Licensor, remove the Licensee Facilities from the Property.

(b) Licensee shall obtain separate utility service from any utility company that will provide service to the Premises. Licensor agrees to sign such documents or easements as may be reasonably required by said utility companies to provide such service to the Premises, including the grant to Licensee or to the servicing utility company at no cost to the Licensee, of an easement in, over, across or through the Property as required by such servicing utility company to provide utility services as provided herein, provided that any such proposed easements do not have a materially adverse effect on the Licensor's property.

(c) Licensee, Licensee's employees, agents and contractors shall have access to the Premises upon reasonable notice to Licensor twenty-four (24) hours a day, seven (7) days a week, at no charge. Licensor grants to Licensee, and Licensee's agents, employees and contractors, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across the Property, as may be reasonably required.

(d) To the extent under Licensor's jurisdiction, Licensor shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. Licensor shall be responsible for maintaining and repairing such roadway, at its sole expense, except for any damage caused by Licensee's use of such roadways.

**7. Interference.**

(a) Licensee shall construct and operate the Licensee Facilities in compliance with all Federal Communications Commission ("FCC") requirements and all other applicable laws, rules and regulations, and in a manner that will not cause interference to Licensor or other lessees or licensees of the Property.



including, without limitation, maintaining all requisite licenses, permits and approvals to operate and maintain the Licensed Premises. Licensee's failure to comply with the terms of this Section 7(a) shall be a material breach of this Agreement.

(b) Subsequent to the installation of the Licensee Facilities, unless deemed necessary by Licensor for public health or safety reasons, Licensor will endeavor to avoid the installation of new equipment on or make any alterations to the Property or property contiguous thereto owned or controlled by Licensor, if such modifications are likely to cause interference with Licensee's operations. In the event interference occurs, Licensor agrees to endeavor to eliminate such interference, in a reasonable time period. Licensor's failure to comply with this paragraph shall be a material breach of this Agreement.

8. **Taxes.** Licensee shall pay any taxes directly attributable to the Premises, including the Licensee Facilities.

9. **Waiver of Licensor's Lien.** Licensor waives any lien rights it may have concerning the ancillary equipment, i.e. shelters, antennas, equipment cabinets, meters, etc., at the Licensee Facilities which are deemed Licensee's personal property and not fixtures, and Licensee has the right to remove the same at any time without Licensor's consent, providing it does not interfere with the Licensor's operation of its activities on the Property. Licensee shall not permit any lien to be placed upon the property. Any lien placed upon the property shall be immediately vacated by Licensee. If Licensee shall not vacate any such lien within thirty (30) days, Licensee shall be in Default under this Agreement.

10. **Termination.** This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within ten (10) days of receipt of written notice in the case of a payment default and within sixty (60) days of receipt of written notice of a non-payment default, except that the Agreement shall not be terminated if the default cannot reasonably be cured within such sixty (60) day period and the defaulting party has commenced to cure the default within such sixty (60) day period and diligently pursues the cure to completion; provided that the cure period for any monetary default shall remain ten (10) days from receipt of written notice; or (ii) by Licensee for any reason or for no reason during the Due Diligence Period, provided Licensee delivers written notice of early termination to Licensor prior to the Term Commencement Date; or (iii) by Licensee or Licensor if Licensee does not obtain any license, permit or other approval necessary for the construction and operation of the Licensee Facilities by the Term Commencement Date or by Licensor if Licensee does not maintain any license, permit or other approval necessary for the construction and operation of the Licensee Facilities at any point during the Term or any renewal thereof; or (iv) by Licensee if Licensee is unable to occupy and utilize the premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (v) by Licensee if any environmental report of the Property reveals the presence of hazardous material.

11. **Destruction or Condemnation.** If the Premises or Licensee Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Licensee may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Licensor no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Licensee chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

12. **Insurance.** Licensee, at Licensee's sole cost and expense, shall procure and maintain on the Premises and on the Licensee Facilities, (a) bodily injury and property damage insurance with a combined single limit of at least Two Million and 00/100 Dollars (\$2,000,000.00) per occurrence and (b) compensation insurance for the benefit of the Licensee's employees ("Workers' Compensation).



**Insurance<sup>3)</sup>**, which insurance is in compliance with the New York State Workers' Compensation Law. Such insurance shall insure, on an occurrence basis, against all liability of Licensee, its employees and agents arising out of or in connection with Licensee's use of the Premises, including the Due Diligence Review, all as provided for herein. Licenser shall be named as an additional insured on the Licensee's policy(ies). Licensee shall provide to Licenser a certificate of insurance evidencing the coverage required by this paragraph upon the Effective Date.

**13. Waiver of Subrogation.** Licenser and Licensee release each other and their respective principals, employees, representatives and agents, from any claims for damage to any person or to the Property or the Premises or to the Licensee Facilities or any other property thereon caused by, or that result from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Licensee shall cause the insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy.

**14. Liability and Indemnity.** Licenser and Licensee shall each indemnify, defend and hold the other harmless from and against all claims losses, liabilities, damages, costs and expenses (including reasonable attorneys' and consultants' fees, costs and expenses) (collectively "Losses") arising from the indemnifying party's breach of any term or condition of this Agreement or from the negligence or willful misconduct of the indemnifying party's agents, employees or contractors in or about the Property. The duties described in this Paragraph 14 shall apply as of the Effective Date of this Agreement and survive the termination of this Agreement.

**15. Assignment and Subletting.** Licenser and Licensee may each assign this Agreement, which assignment shall be evidenced by written agreement, consented to by the non-assigning party, providing, without limitation, that the assignee assumes all of the assignor's obligations herein, including but not limited to, those set forth in Paragraph 9 ("Waiver of Licenser's Lien") above. This Agreement shall run with the Property and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, heirs and assigns. Notwithstanding anything to the contrary contained in this Agreement, Licensee may, upon reasonable notice and consent of Licenser, assign, mortgage, pledge, hypothecate or otherwise transfer its interest in this Agreement, to any financing entity, or agent on behalf of any financing entity to whom Licensee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers' acceptances and similar facilities or in respect of guaranties thereof.

**16. Warranty of Title and Quiet Enjoyment.** Licenser warrants that Licenser: (i) is seized of good and sufficient title and interest to the Property, (ii) has full authority to enter into and execute this agreement, (iii) and has taken all necessary action under its laws, by-laws or other relevant documentation to approve this agreement, and has authorized the signatories to execute same. Licenser covenants and agrees with Licensee that Licensee may peacefully and quietly enjoy the Premises, provided that Licensee is not in default hereunder after notice and expiration of all cure periods.

**17. Repairs.** Licensee shall repair any damage to the Premises or Property caused by the negligence or willful misconduct of Licensee, its agents, officers, employees, contractors or other representatives. Except as set forth in Paragraph 6(a) above, upon expiration or termination hereof, Licensee shall restore the Premises to the condition in which it existed upon start of construction.



## **18. Hazardous Material.**

(a) As of the Effective Date of this Agreement: (1) Licensee hereby represents and warrants that it shall not use, generate, handle, store or dispose of any Hazardous Materials in, on, under, upon or affecting the Property in violation of any Environmental Law (as defined below), and (2) Licensor hereby represents and warrants that (i) it has no actual knowledge of the presence of any Hazardous Material located in, on, under, upon or affecting the Property in violation of any Environmental Law; (ii) no actual notice has been received by or on behalf of Licensor from, and Licensor has no knowledge that actual notice has been given to any predecessor owner or operator of the Property by, any governmental entity or any person or entity claiming any violation of, or requiring compliance with any Environmental Law for any environmental damage in, on, under, upon or affecting the Property; and (iii) it will not knowingly permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon, or affecting that Property in violation of any Environmental Law.

(b) Without limitation of Paragraph 14, Licensor and Licensee shall each indemnify, defend and hold the other harmless from and against all Losses arising from (i) any breach of any representation or warranty made in this Paragraph 18 by such party; and/or (ii) environmental conditions or noncompliance with any Environmental Law (as defined below) that result, in the case of Licensee, from operations in or about the Property by Licensee or Licensee's agents, employees or contractors, and in the case of Licensor, from the ownership or control of, or operations in or about, the Property by Licensor, and their respective agents, employees, contractors, Licensees, guests or other parties. The duties described in this Paragraph 18 shall apply as of the Effective Date of this Agreement and survive termination of this Agreement.

(c) "Hazardous Material" means any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any Environmental Law, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any Environmental Law.

(d) "Environmental Law" means any and all federal, state or local laws, rules, regulations, codes, ordinances, or by-laws, and any judicial or administrative interpretations thereof, including orders, decrees, judgments, ruling, directives or notices of violation, that create duties, obligations or liabilities with respect to: (i) human health, or (ii) environmental pollution, impairment or disruption, including, without limitation, laws governing the existence, use, storage, treatment, discharge, release, containment, or transportation, generation, manufacture, refinement, handling, production, disposal, or management of any Hazardous Material, or otherwise regulating or providing for the protection of the environment.

## **19. Miscellaneous.**

(a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

(b) Both parties represent and warrant that their use of the Property and their real and personal property located thereon is in compliance with all applicable, valid and enforceable statutes, laws, ordinances, and regulations of any competent government authority.

(c) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.



(d) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(e) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested or reliable overnight courier to the address of the respective parties set forth below:

**Licensor:**

Town of Oyster Bay  
54 Audrey Avenue  
Oyster Bay, New York 11771

**Licensee:**

Beacon Wireless, LLC  
144 W. Main Street  
Bay Shore, NY 11730

**WITH A COPY TO:**

Office of the Town Attorney  
54 Audrey Avenue  
Oyster Bay, New York 11771

Licensor or Licensee may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt.

(f) This Agreement shall be governed by the laws of the State of New York.

(g) Licensor agrees to fully cooperate, including executing necessary documentation, with Licensee to obtain information and documentation clearing any outstanding title issues that could adversely affect Licensee's interest in the Premises created by this Agreement.

(h) In any case where the approval or consent of one party hereto is required, requested or otherwise be given under this Agreement, such party shall not unreasonably delay, condition or withhold its approval or consent.

(i) Each of the parties hereto represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Agreement.

(j) The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Agreement.

(k) All Riders and Exhibits annexed hereto form material parts of this Agreement.

(l) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

**Licensor:**

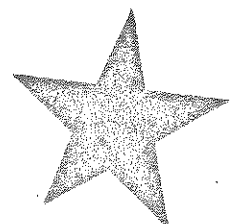
Town of Oyster Bay

**Licensee:**

Beacon Wireless, LLC

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

By: Thomas B. Hemingway  
Title: President





Vendor : 12640, Oyster Bay Fire Co# 1  
 Invoice number 71844 Invoice date 12/30/2020 Currency USD Gross amount 7,961.69 Cash discount 0.00 Payment amount 7,961.69  
 Total 7,961.69

DMD Flushing Bank

SPECIAL  
 Town of  
 NASSAU



HANDLING  
 Oyster Bay  
 COUNTY, NY

11656  
 1-7047/2260

**Void** Date January 29 2021

Amount  
 \$ \*\*\*7,961.69\*\*\*

PAY

\*\*\* SEVEN THOUSAND NINE HUNDRED SIXTY ONE AND 69/100

US DOLLAR

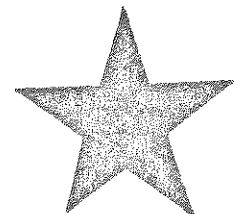
TO THE  
 ORDER OF

OYSTER BAY FIRE CO# 1  
 188 SOUTH ST.  
 OYSTER BAY, NY 11771

**Void**

**Void**

⑈011656⑈ ⑆226070474⑆8900226231⑈





**TOWN OF OYSTER BAY**  
**CLAIM**  
**AUDREY AVENUE, OYSTER BAY, NEW YORK 11771**



**SALERNO BROKERAGE CORPORATION**

117 Oak Drive  
Syosset, NY 11791

Oyster Bay Fire Department  
188 South Street  
Oyster Bay, NY 11771

**INVOICE**

Customer	Oyster Bay Fire Department
Agent	8429
Date	12/20/2019
Customer Service	Towns & Villages Nicole Marton
Page	1 of 1

Payment Information	
Invoice Summary	\$7,994.00
Payment Amount	
Payment For	Invoice#71844
PTPN18001391	

Thank You

Please detach and return with payment

Customer: Oyster Bay Fire Department

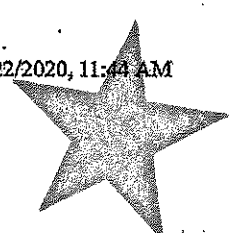
Invoice	Effective	Transaction	Description	Amount
71844	01/01/2020	Renew policy	Policy #PTP N18001391 01/01/2020-01/01/2021 ACE American Insurance Company Renew policy. Due Date: 1/1/2020	7,994.00
				<b>Total</b>
				\$7,994.00

Thank You

SALERNO BROKERAGE CORPORATION  
117 Oak Drive  
Syosset, NY 11791

(516)364-4044

Date  
12/20/2019





**SALERNO BROKERAGE CORPORATION**

117 Oak Drive  
Syosset, NY 11791

Oyster Bay Fire Department  
188 South Street  
Oyster Bay, NY 11774

**INVOICE**

Customer	Oyster Bay Fire Department
Acct#	9429
Date	04/23/2019
Customer Name	Towns & Villages Nicole Morton
Page	1 of 1

Payment Information	
Invoice Summary	\$ 6,467.20
Payment Amount	
Payment For	Invoice#64941
PTP N18001391	

Thank You

Please detach and return with payment

Customer: Oyster Bay Fire Department

Invoice	Effective	Transaction	Description	Amount
64941	03/15/2019	New business	Policy #PTP N18001391 03/15/2019-01/01/2020 ACE American Insurance Company New business Due Date: 4/23/2019	6,467.20
				<b>Total</b>
				\$ 6,467.20

Thank You

SALERNO BROKERAGE CORPORATION  
117 Oak Drive  
Syosset, NY 11791

(516)364-4044

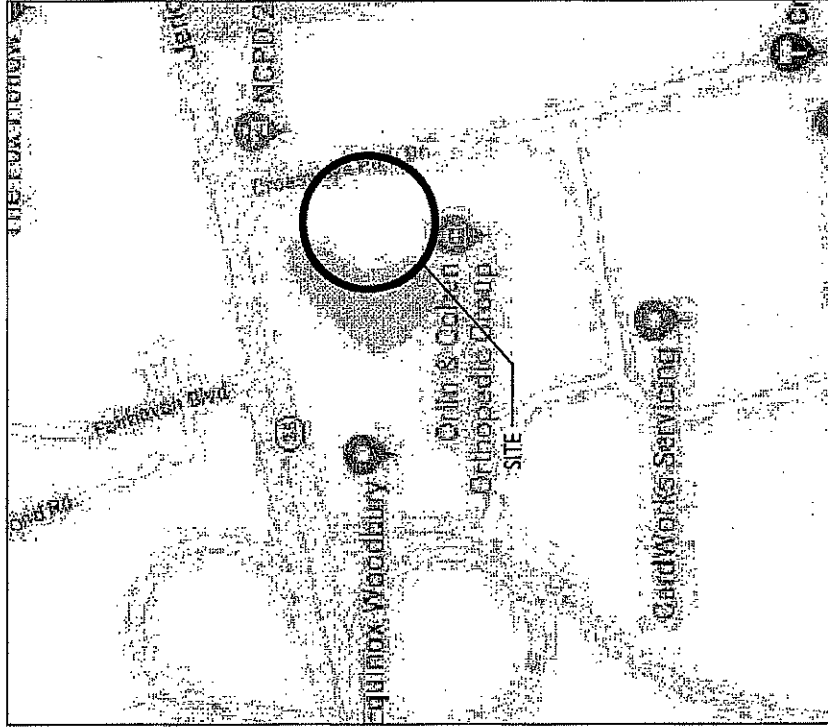
Date  
04/23/2019



# 'OYSTER BAY' 22-228 CROSSWAYS PARK DRIVE, WOODBURY, NY 11797

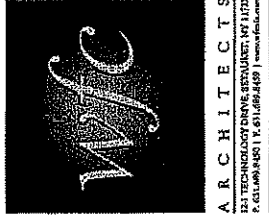
Property Owner Contact Information:	NASSASU COUNTY
Tower Owner Contact Information:	BEACON WIRELESS
Overall Height of the Structure:	+/- 120'-0" AGL
Leased Area Square Footage:	1000 SQ.FT.
COORDINATES (NAD 83):	Latitude: Longitude:
Equipment	N40° 48' 42.71" W73° 29' 12.60"
Ground Elevation:	+/- 242'-0" AMSL (NGVD 29)
Multiple Carrier Site:	Yes

ZONING INFO:	Town of Oyster Bay
Jurisdiction:	Section: - Block: - Lot(s): -
SCTM:	
Zoning District:	



## LEASE EXHIBIT NOTES:

1. THE EQUIPMENT AREA AS SHOWN IS PRELIMINARY AND MAY BE MODIFIED AS NECESSARY TO COMPLY WITH STANDARDS SET FORTH BY ALL STATE AND MUNICIPAL BUILDING CODES AND ZONING REGULATIONS INCLUDING ANY VARIANCES.
2. ALL ANTENNA LOCATIONS ARE APPROXIMATE
3. ANY EQUIPMENT OR OTHER UTILITY IMPROVEMENTS REQUIRED BY THE UTILITY PROVIDER TO SERVICE LESSEES INSTALLATION IS PERMITTED AT THE PROPERTY.



NO.	DATE	REVISION/REASON
0	4/10/19	FOR REVIEW

## BEACON WIRELESS

NEW BUILD

22-228 CROSSWAYS DRIVE  
WOODBURY, NY 11797

DESIGN DATE: 4/5/19

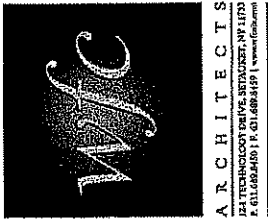
TITLE

## SITE INFORMATION

DATE	APRIL 5, 2019
SCALE	AS NOTED
DRAWN BY	BS
CHECKED BY	TM
CONSR. MANAGER	
PROJECT NO.	19-10275
NUMBER OF SHEET	1 OF 4
DRAWING NO.	

LE-0





NO.	DATE	REVISION/REASON
0	4/10/19	FOR REVIEW

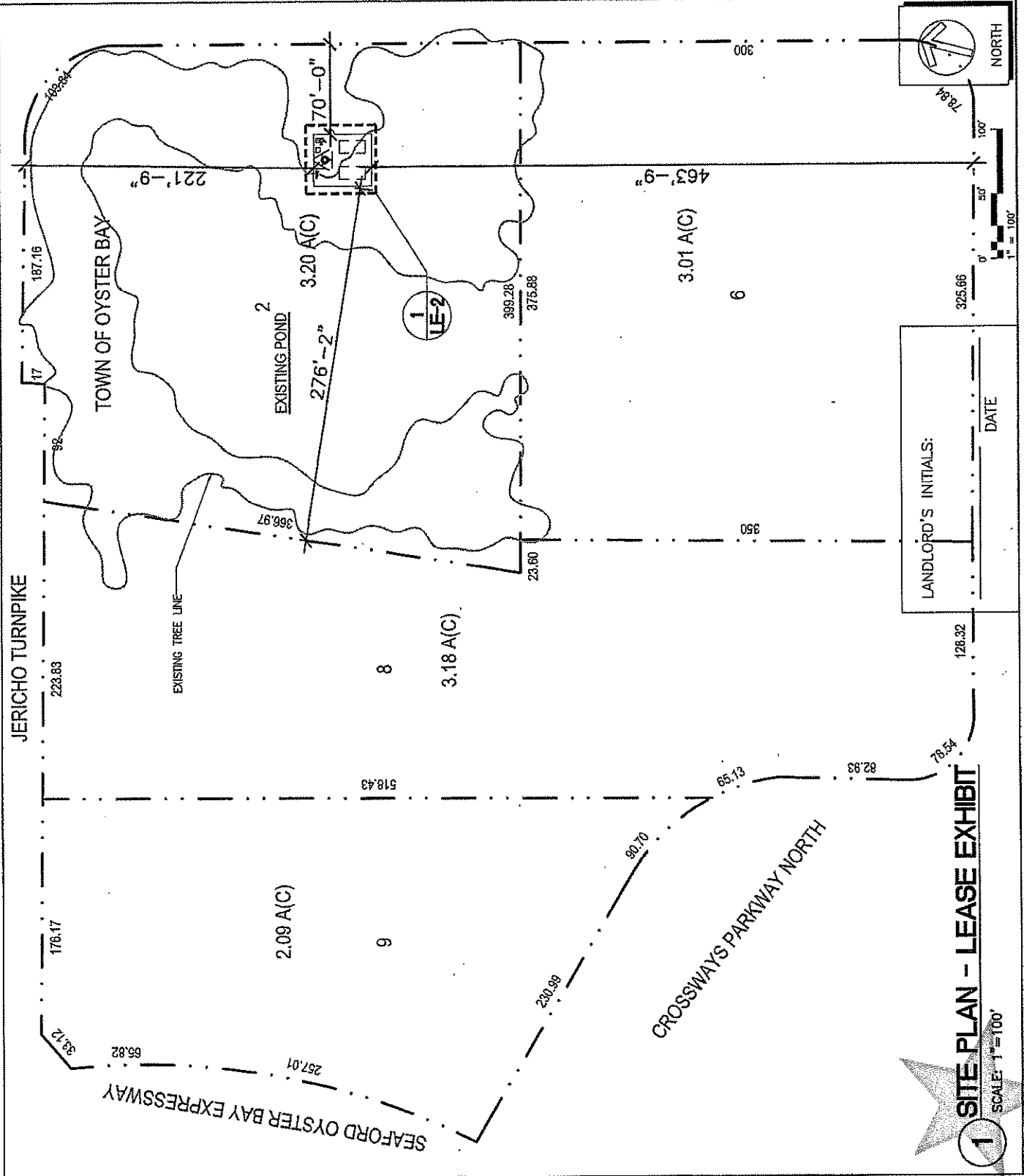
# BEACON WIRELESS

NEW BUILD  
22-228 CROSSWAYS DRIVE  
WOODBURY, NY 11797  
DESIGN DATE: 4/5/19

## SITE PLAN

DATE	APRIL 5, 2019
SCALE	AS NOTED
DRAWN BY	BS
CHECKED BY	TM
CONTR. MANAGER	-
PROJECT NO.	19-18275
NUMBER OF SHEETS	2 OF 4
DRAWING NO.	

LE-1



LANDLORD'S INITIALS: \_\_\_\_\_

DATE \_\_\_\_\_



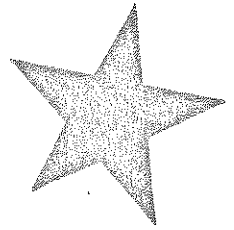
# Photographic Documentation & Simulations

OYSTER BAY  
22-228 CROSSWAYS PARK DRIVE  
WOODBURY, NY 11797



Prepared in Beacon, NY, by  
APT Engineering  
575 Woodbury Beach Boulevard - Suite 311  
Woodbury, CT 06865

Prepared for Beacon Wireless







**PHOTO LOG**

Legend

- Site
- Visible

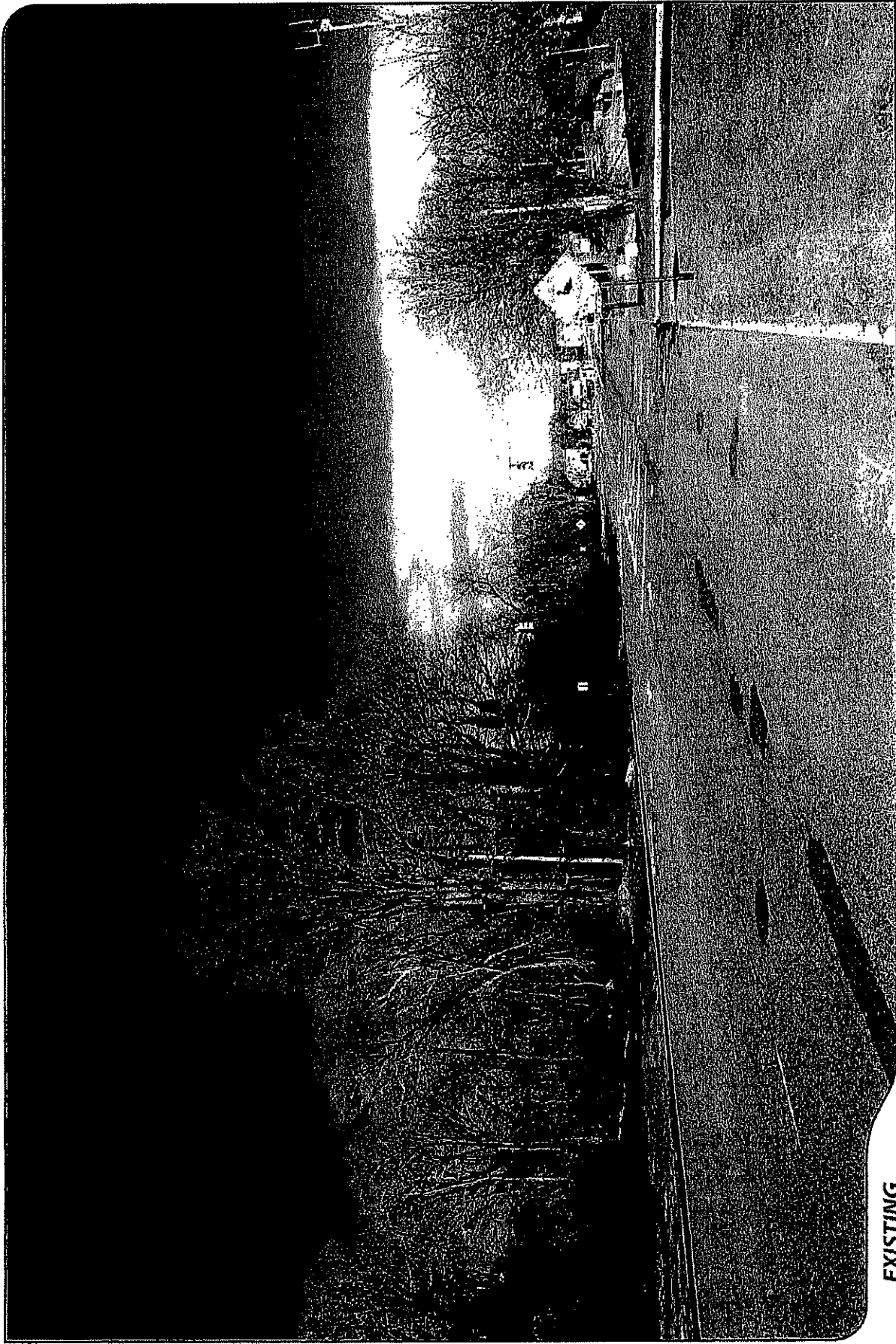


Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



**BEACON WIRELESS**





**EXISTING**

PHOTO

1

LOCATION

CROSSWAYS PARK DRIVE

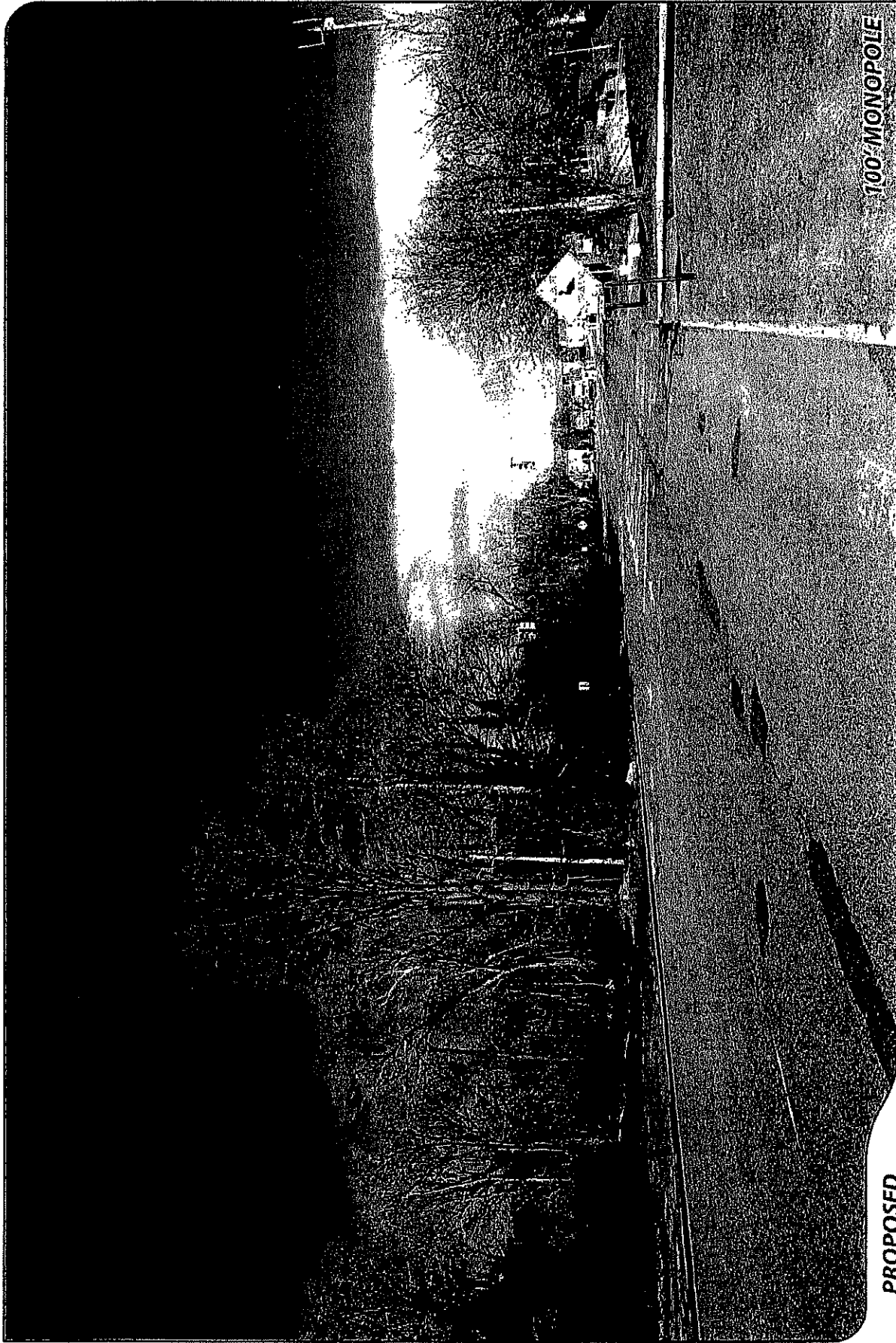
ORIENTATION

NORTHWEST

DISTANCE TO SITE

+/- 336 FEET





**PROPOSED**

PHOTO

1A

LOCATION

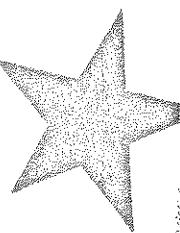
CROSSWAYS PARK DRIVE

ORIENTATION

NORTHWEST

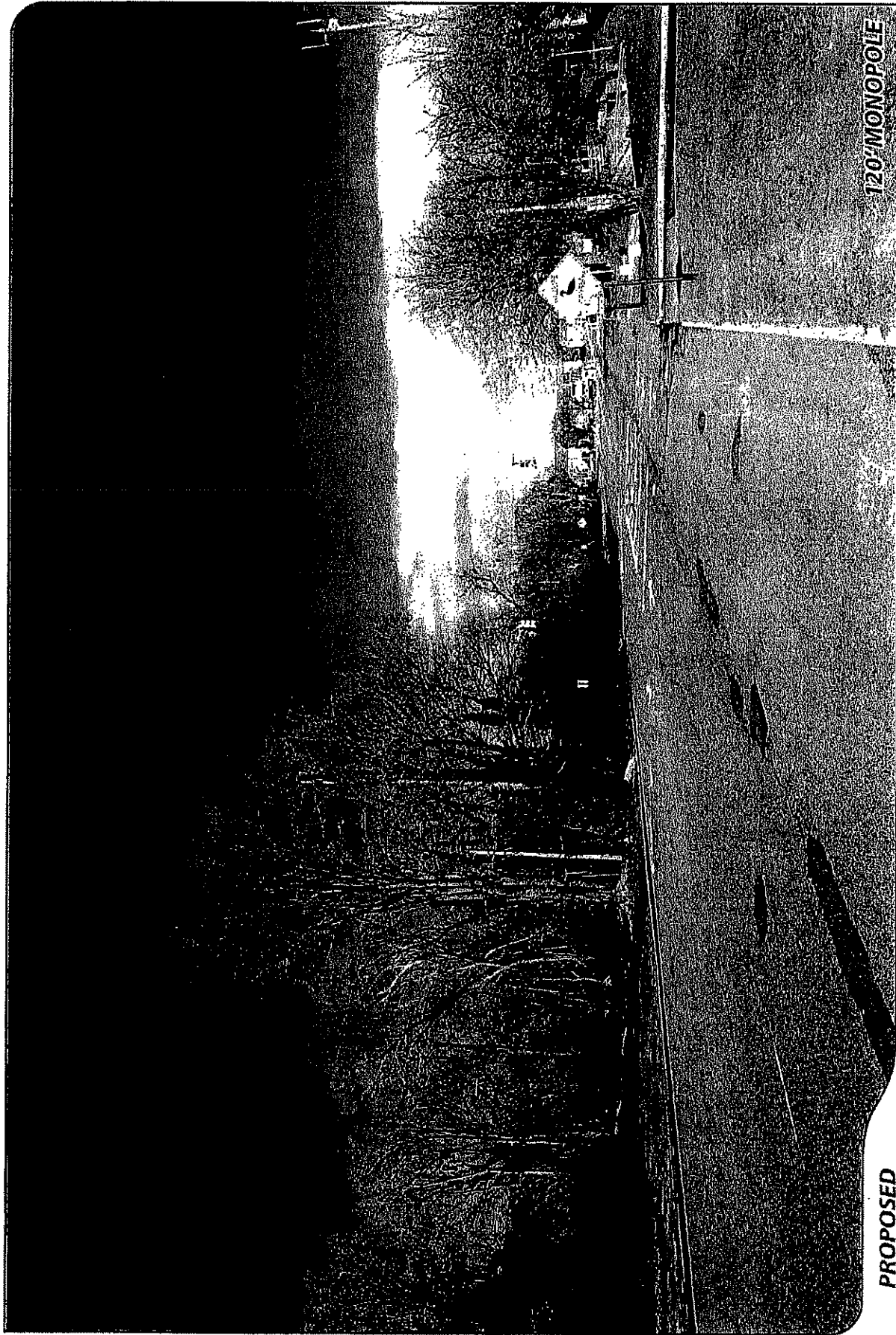
DISTANCE TO SITE

+/- 336 FEET



BEACON WIRELESS





**PROPOSED**

PHOTO

1B

LOCATION

CROSSWAYS PARK DRIVE

ORIENTATION

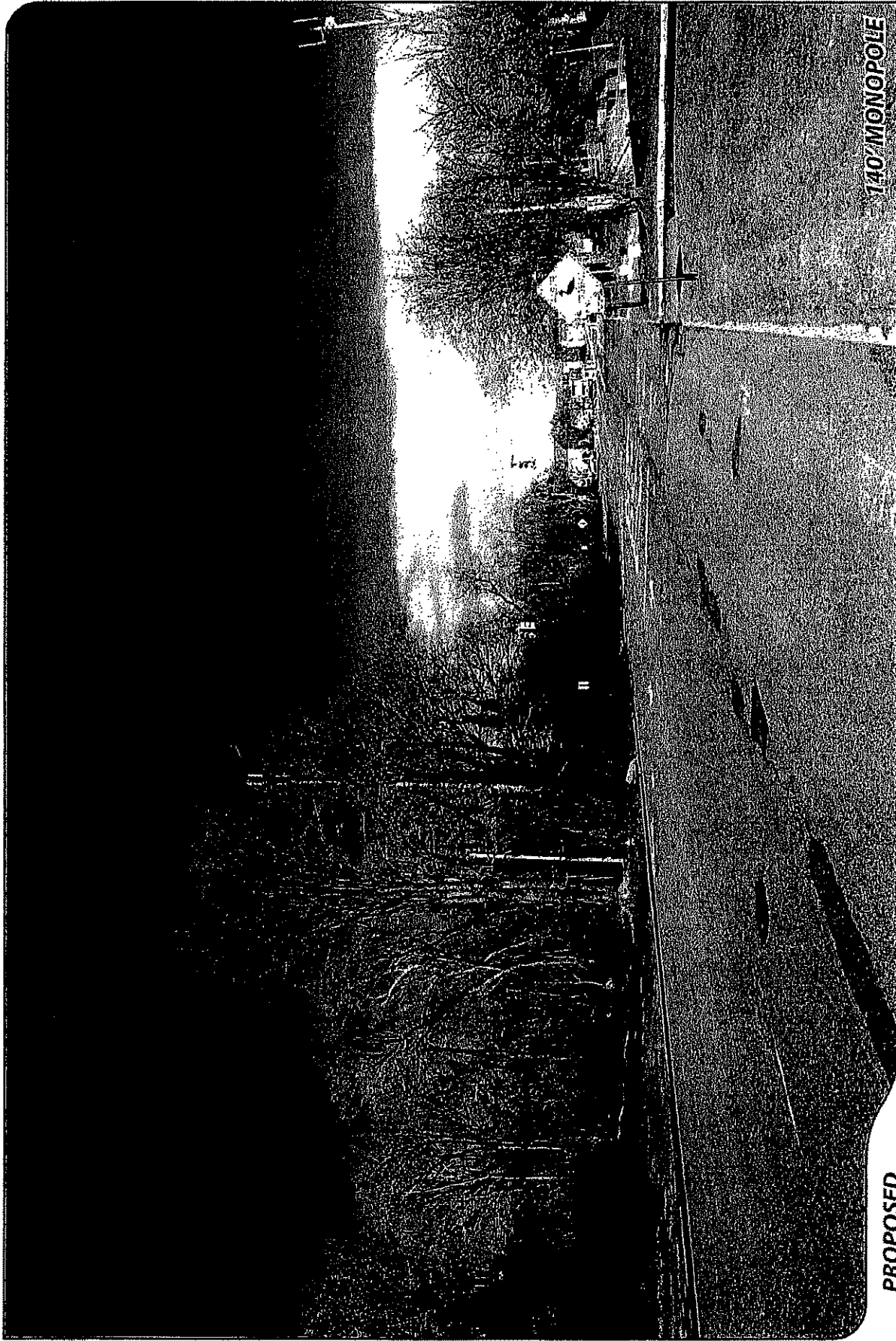
NORTHWEST

DISTANCE TO SITE

+/- 336 FEET

120' MONOPOLE





**PROPOSED**

PHOTO

1C

LOCATION

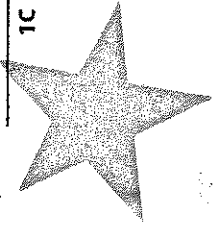
CROSSWAYS PARK DRIVE

ORIENTATION

NORTHWEST

DISTANCE TO SITE

+/- 336 FEET







PHOTOGRAPHED ON 10/10/2020  
Zoom: 1x (1x)

EXISTING

PHOTO

2

LOCATION

CROSSWAYS PARK DRIVE

ORIENTATION

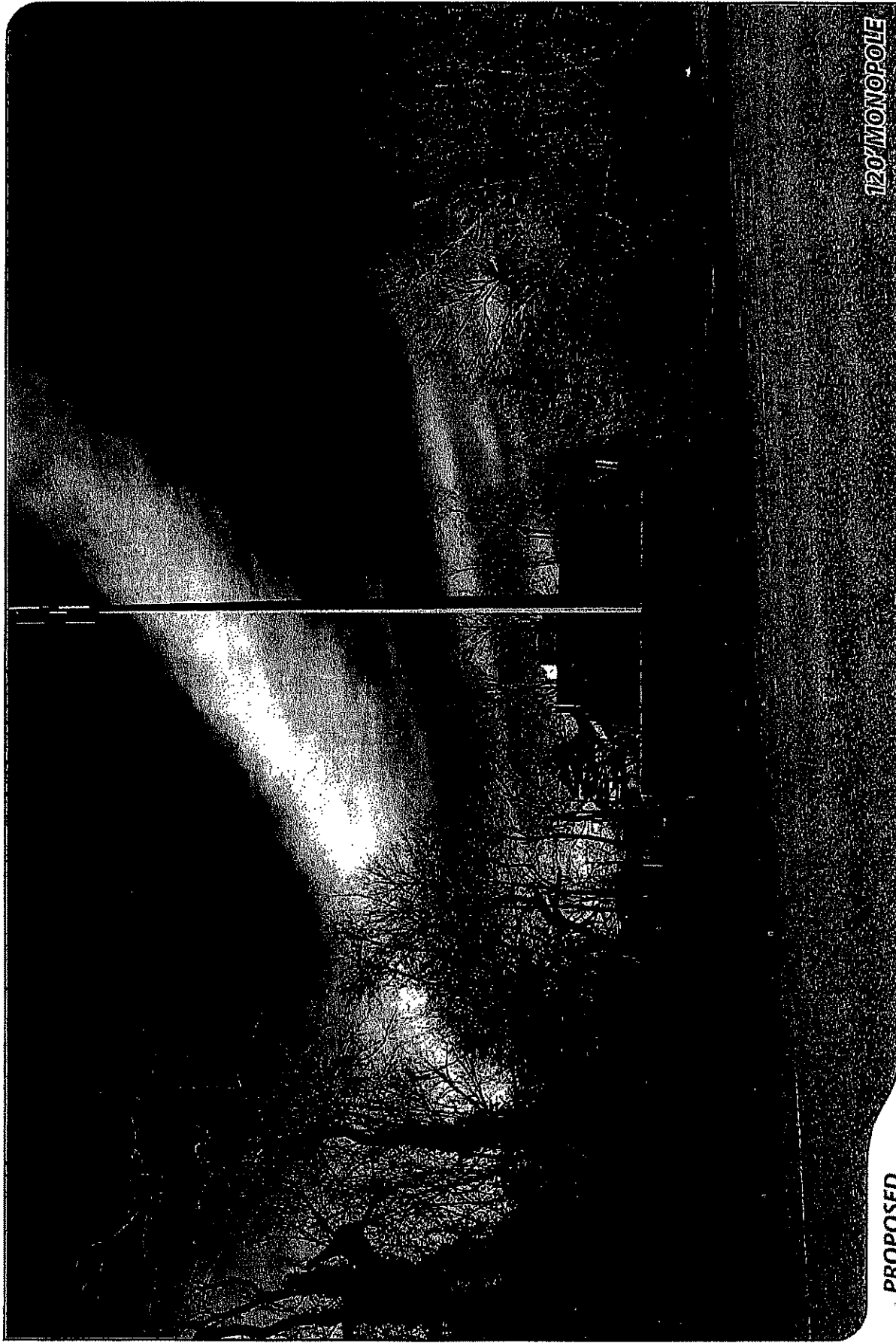
WEST

DISTANCE TO SITE

+/- 162 FEET







**PROPOSED**

PHOTO

2

LOCATION

CROSSWAYS PARK DRIVE

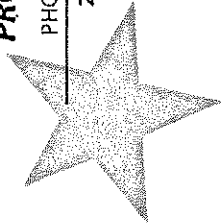
ORIENTATION

WEST

DISTANCE TO SITE

+/- 162 FEET

**120' MONOPOLE**



**BEACON WIRELESS**





**EXISTING**

PHOTO

3

LOCATION

JERICHO TURNPIKE AT CROSSWAYS PARK DRIVE

ORIENTATION

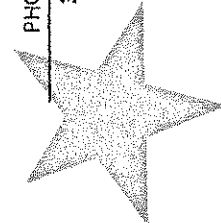
SOUTH

DISTANCE TO SITE

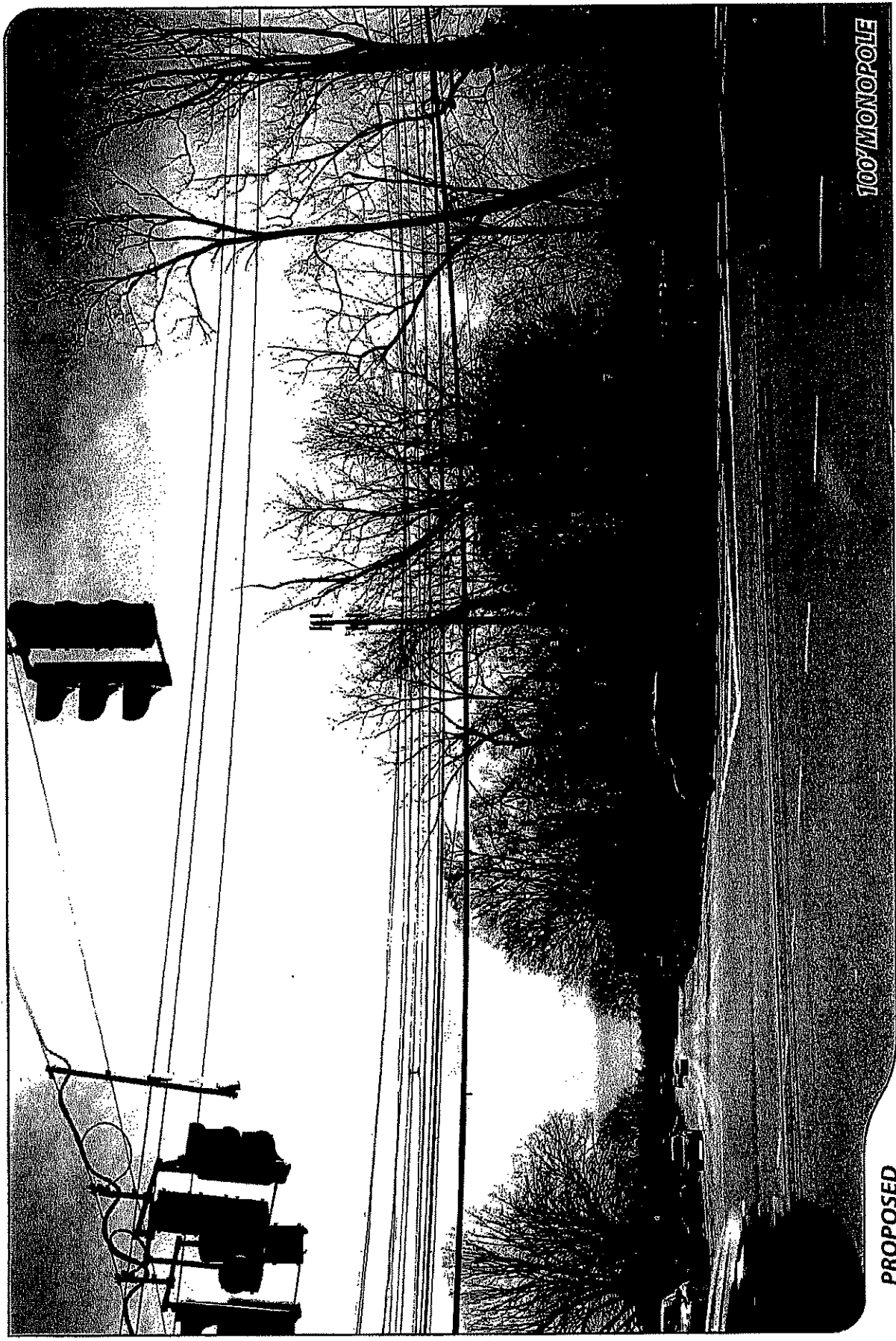
+/- 299 FEET



BEACON WIRELESS







100' MONOPOLE

PROPOSED

PHOTO	LOCATION	ORIENTATION	DISTANCE TO SITE
3A	JERICHO TURNPIKE AT CROSSWAYS PARK DRIVE	SOUTH	+/- 299 FEET

3A

LOCATION

JERICHO TURNPIKE AT CROSSWAYS PARK DRIVE

DISTANCE TO SITE

+/- 299 FEET

ORIENTATION

SOUTH





120' MONOPOLE

PROPOSED

PHOTO

3B

LOCATION

JERICHO TURNPIKE AT CROSSWAYS PARK DRIVE

ORIENTATION

SOUTH

DISTANCE TO SITE

+/- 299 FEET





**PROPOSED**

PHOTO  
3C

LOCATION

JERICHO TURNPIKE AT CROSSWAYS PARK DRIVE

ORIENTATION

SOUTH

DISTANCE TO SITE

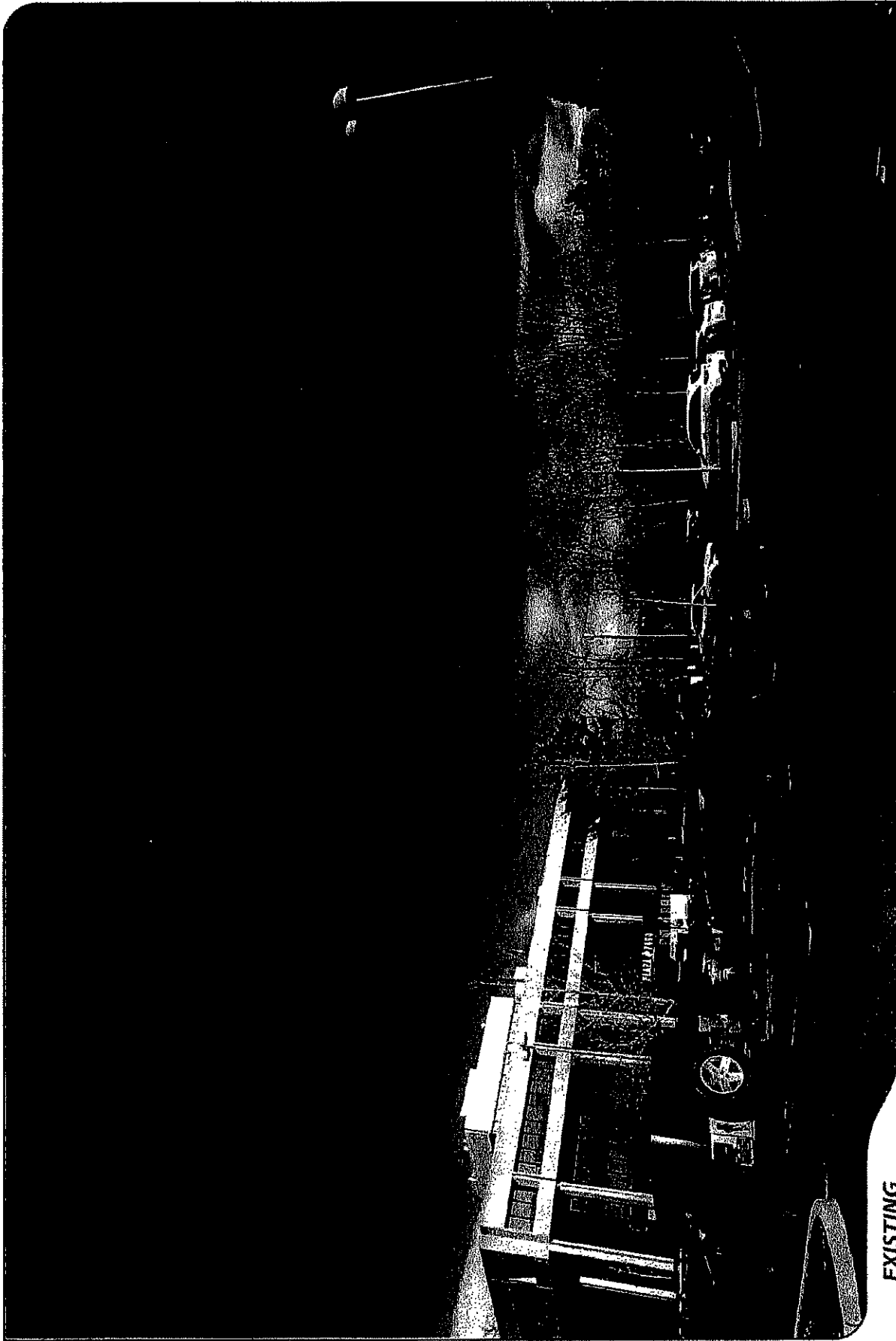
+/- 299 FEET

**140' MONOPOLE**



BEACON WIRELESS





**EXISTING**

PHOTO

4

LOCATION

7550 JERICHO TURNPIKE - PARKING LOT

ORIENTATION

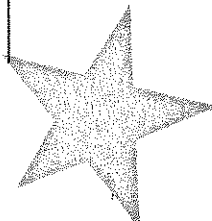
NORTHEAST

DISTANCE TO SITE

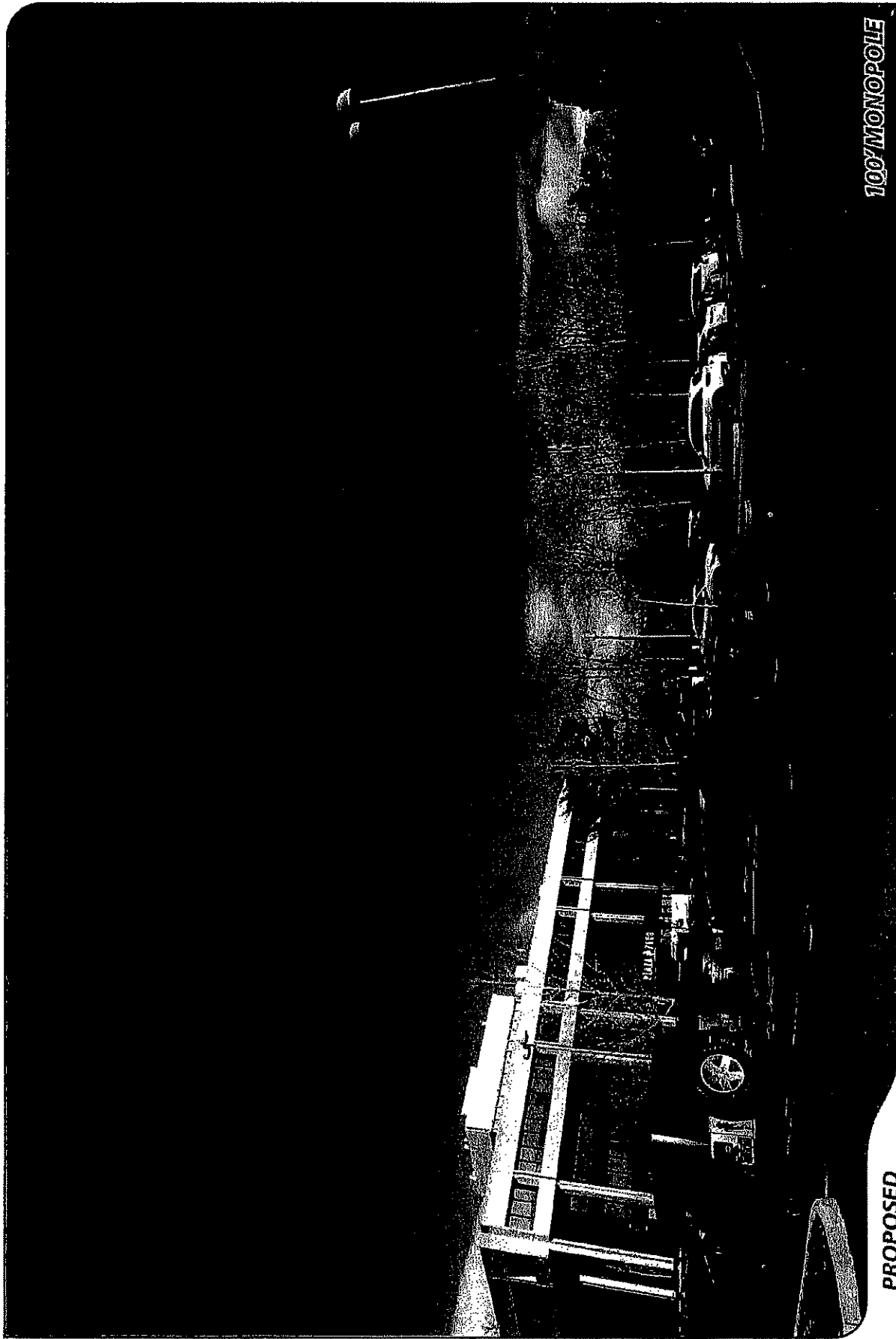
+/- 0.12 MILE



BEACON WIRELESS



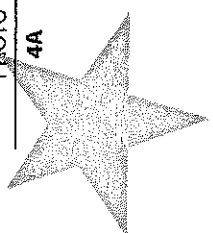




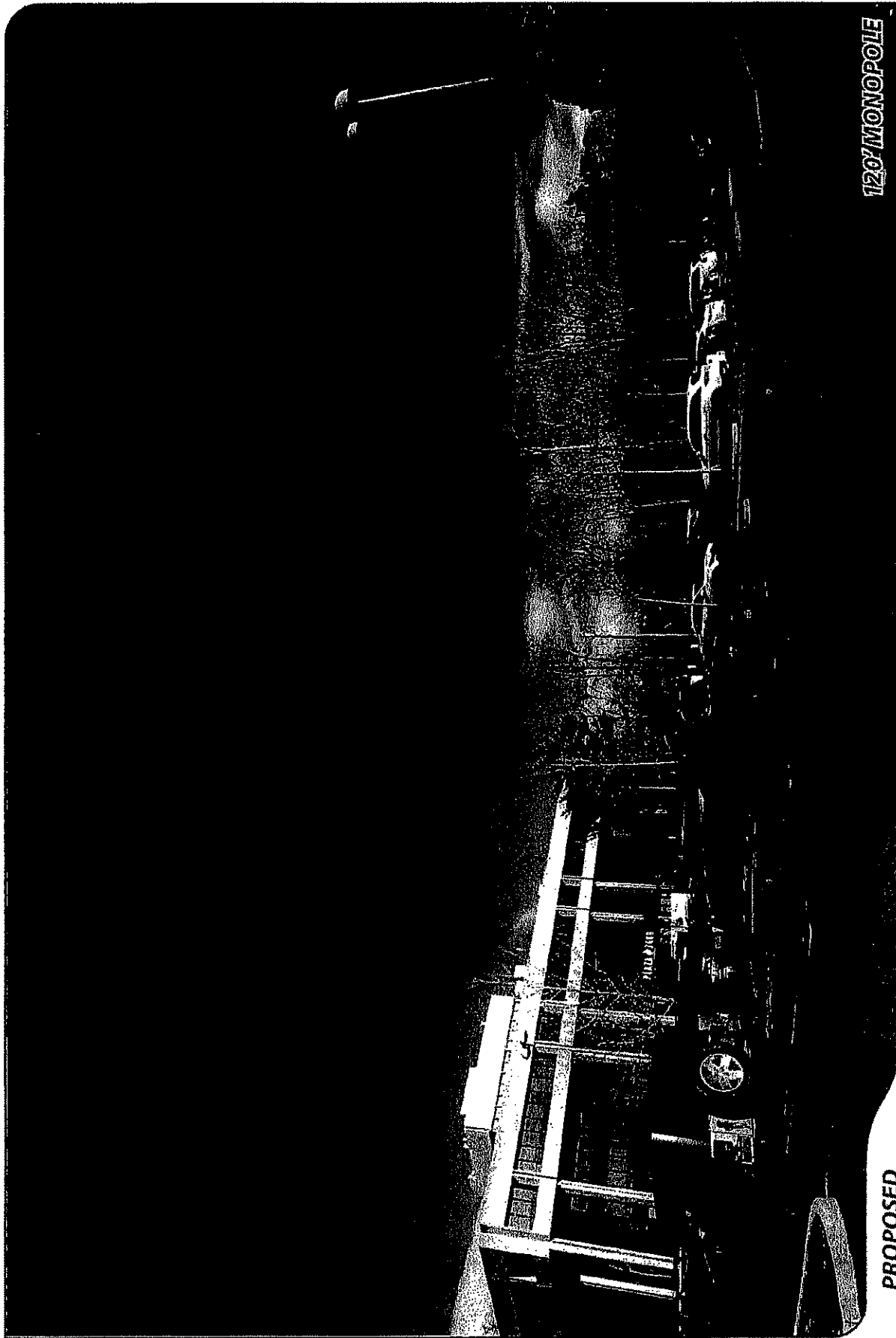
100' MONOPOLE

PROPOSED

PHOTO	LOCATION	ORIENTATION	DISTANCE TO SITE
4A	7550 JERICHO TURNPIKE - PARKING LOT	NORTHEAST	+/- 0.12 MILE







120' MONOPOLE

PROPOSED

PHOTO

48

LOCATION

7550 JERICHO TURNPIKE - PARKING LOT

ORIENTATION

NORTHEAST

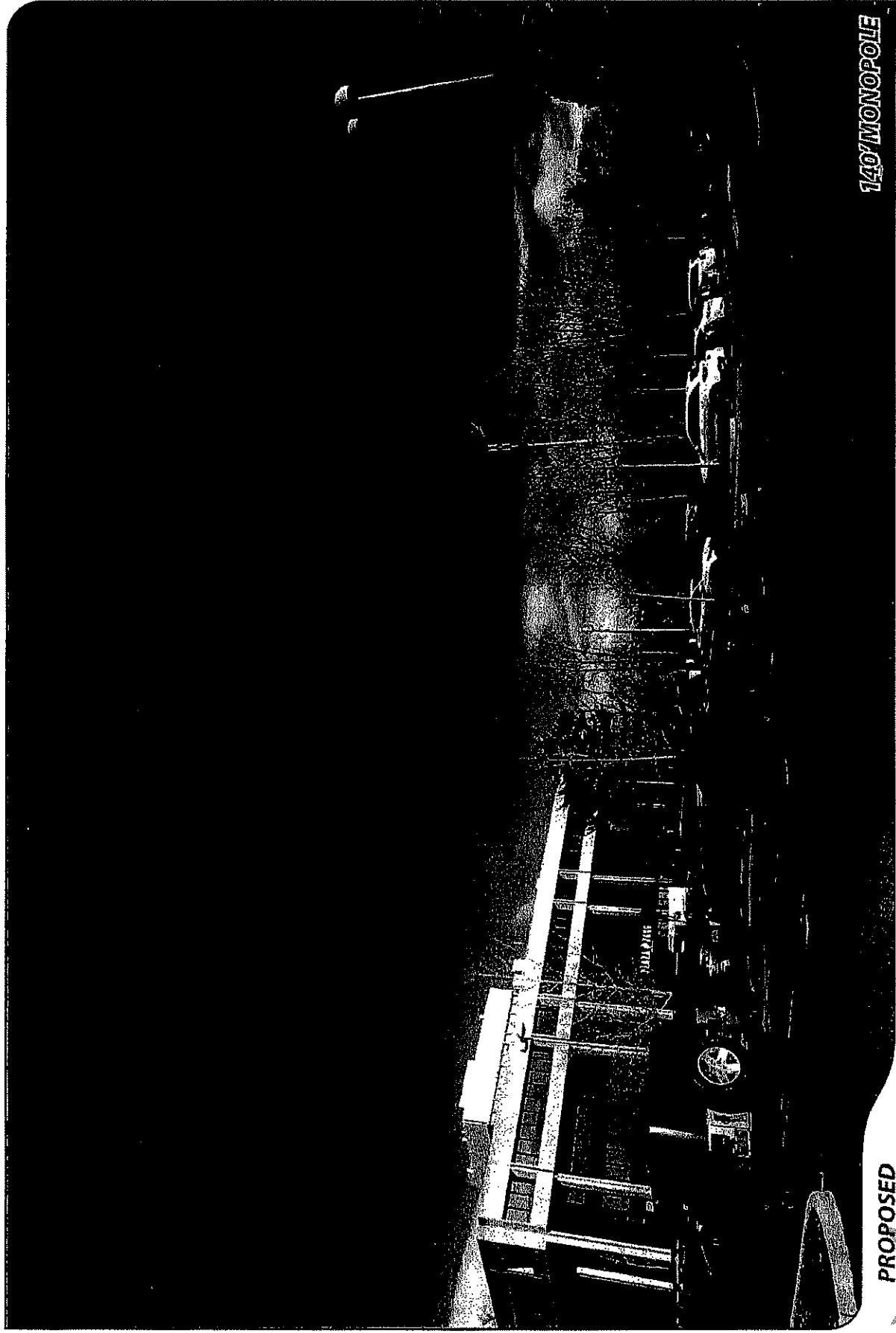
DISTANCE TO SITE

+/- 0.12 MILE



BEACON WIRELESS





**PROPOSED**

PHOTO

4C

LOCATION

7550 JERICHO TURNPIKE - PARKING LOT

ORIENTATION

NORTHEAST

DISTANCE TO SITE

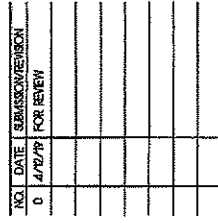
+/- 0.12 MILE

**140' MONOPOLE**



BEACON WIRELESS





NEW BUILD  
22-228 CROSSWAYS DRIVE  
WOODBURY, NY 11797  
DESIGN DATE: 4/5/19

DATE:	APRIL 5, 2019
SCALE	AS NOTED
DRAWN BY:	BS
CHECKED BY:	TM
CONTR. MANAGER	-
PROJECT NO:	19-43275
NUMBER OF SHEETS	3 OF 4
DRAWING NO:	

LE-2



SCALE: 1/8"=1'-0"





MFC ARCHITECTS  
314 TECHNOLOGY DRIVE, SEAFORD, NY 11734  
P. 631.698.6450 | F. 631.698.6459 | [info@mfcarch.com](mailto:info@mfcarch.com)

NO.	DATE	REVISION/REVISION
0	4/10/19	FOR REVIEW

## BEACON WIRELESS

NEW BUILD  
22-228 CROSSWAYS DRIVE  
WOODBURY, NY 11797

DESIGN DATE 4/5/19  
TITLE

## WEST ELEVATION

DATE	APRIL 5, 2019
SCALE	AS NOTED
DRAWN BY	BS
CHECKED BY	TM
CONTR. MANAGER	-
PROJECT NO.	19-192715
NUMBER OF SHEETS	4 OF 4
DRAWING NO.	-

# LE-3

FUTURE ANTENNA MOUNTING BY BEACON WIRELESS

FUTURE ANTENNA MOUNTING BY BEACON WIRELESS

PROPOSED 120' MONOPOLE BY BEACON WIRELESS

PROPOSED 8' HIGH CHAIN LINK FENCE BY BEACON WIRELESS

±120'-0" A.G.L.  
TOP OF PROPOSED MONOPOLE

±119'-3" A.G.L.  
C OF PROPOSED ANTENNA MOUNT

±109'-3" A.G.L.  
C OF PROPOSED ANTENNA MOUNT

±40'-0" A.G.L.  
GRADE

LANDLORD'S INITIALS: \_\_\_\_\_

DATE \_\_\_\_\_

## EAST ELEVATION - LEASE EXHIBIT

SCALE: 1"=20'





355

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

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

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

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated April 29, 2022, advised that the claimant, Karen Krummel, alleges that she sustained damages to her 2003 Toyota Avalon when a Town snow plow hit her vehicle while it was parked legally in front of her premises located at 45 Amherst Lane, in Hicksville, on January 7, 2022, causing \$10,188.00 of damage; and

WHEREAS, after substantive negotiations, the matter has been settled with the Town for the total amount of the claim of \$10,188.08,

NOW, THEREFORE, BE IT RESOLVED, That upon the recommendation as set forth above, the Town Board finds that it is just and reasonable, and in the best interests of the Town of Oyster Bay, to settle this matter for the sum of \$10,188.00, the payment of which sum is hereby authorized and approved, as full settlement to the claimant, Karen Krummel, with regard to Matter No 2022-8430; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. TWN AMS 1910 43020 602 0000 000; 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.

-#-



355

Town of Oyster Bay  
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: OFFICE OF THE TOWN ATTORNEY

DATE: April 29, 2022

SUBJECT: SETTLEMENT OF NEGLIGENCE CLAIM  
Claimant: Karen Krummel v. Town of Oyster Bay  
Matter ID No. 2022-8430

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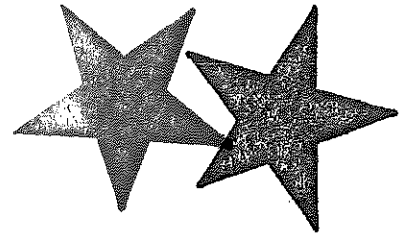
A Town Board Resolution is required in order for the Town to settle claims, where the amount of the proposed settlement exceeds Ten Thousand Dollars (\$10,000.00). Consequently, the Office of the Town Attorney requests Town Board authorization to settle the above-referenced claim for \$10,188.00.

The claim arose as a result of an incident which occurred on January 7, 2022, at approximately 7:00 a.m., in front of the home of the Claimant, Karen Krummel, who resides at [REDACTED] in the Hamlet of [REDACTED]. Mrs. Krummel alleges that at approximately 7:00 a.m., a Town of Oyster Bay vehicle, while plowing snow on Amherst Lane, struck her car. Mrs. Krummel's had parked her car outside of her home at the time of the alleged crash. In her notice of claim, Mrs. Krummel identified her car as a 2003 Toyota Avalon XL 4 Door Sedan 6-3.0l. The car is silver in color, and bears New York License Plate No. [REDACTED].

Mrs. Krummel's car sustained extensive damage to its entire left side. The area above the left rear quarter panel was crushed and scraped clean of all paint. The rear windshield as well as both the rear and front passenger side windows were destroyed. The driver side mirror was knocked off. Photographs of the vehicle taken after the accident depict a long gash running along the left side of the vehicle, smeared intermittently with what appears to be yellow paint. The damage is of the degree and nature one might expect to be caused by a snow plow vehicle. Moreover, reports obtained from the Highway Department indicate that there were Town vehicles plowing on Amherst Lane on the date of the accident.

Claimant obtained two (2) estimates for repair of the vehicle. The lower of the two estimates was obtained from Ernie's Auto Body, in Hicksville, for \$11,143.46. The higher of the two estimates was obtained from Cannon Collision Corp. for \$12,293.92.

Ordinarily, Town offers a settlement equal to the lower of the two estimates. An exception to this policy is when the "blue book" value of the automobile is less than the cost of the lower repair estimate. This is the case here. Thus it is necessary to establish the value of the vehicle based upon best information, market data and the criteria set forth in Kelley's Blue Book.





Prior to the accident, the vehicle was equipped with new tires, and, based upon our investigation had been installed with a newly rebuilt transmission and engine. The vehicle had relatively low mileage for an automobile of its year. Moreover, there was no indication that the vehicle had ever been damaged in any other accident prior to the one which occurred on January 7, 2022. Moreover, the vehicle contained certain features which would justify its classification as being among the higher priced versions of the Toyota Avalon (i.e. fully adjustable power seats). These factors would warrant a classification of the vehicle on the Kelley Blue Book scale as being in either "Very Good", or "Excellent" condition at the time of the accident.

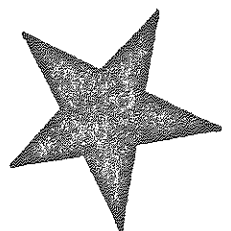
Based upon the foregoing classification condition, the Kelley Blue Book value of Mrs. Krummel's vehicle at the time of the accident is at least \$7,188.00. Although this amount is substantially lower than the repair estimate supplied by Ernies Auto Body (\$11,143.46), closer to its true pre-accident value. It should also be noted that even though the vehicle is a model from 2003, its valuation here may still be lower than its current market value. The most recent CPI estimates for the prices of used cars in general show a dramatic increase of 33.7% from March of 2019 to March of 2022. Thus the current market value, and any potential award at trial for the value of Mrs. Krummel's car, may be much greater.

In addition to the value of the vehicle, the claimant has sustained a substantial amount of storage fees. It is customary practice at the Town, and in the local automotive repair industry to charge approximately \$50.00 per day for the storage of a vehicle pending its repair, or other disposition. The vehicle has now been in storage at a local gas station since January 8, 2022 (some 112 days as of the date of this memo). At the rate of \$50.00 per day, total storage fees would amount to \$5,600.00. Indeed, Should this matter go to trial, there is a strong possibility that the court would award Mrs. Krummel the full amount. However, after extensive negotiations, Mrs. Krummel has agreed to accept approximately 54% of this amount (or 60 days storage) amounting to \$3,000.00. Finally, Mrs. Krummel has not sought potential rental expenses while the vehicle is being repaired (assuming she chooses to do so.) Thus, the total amount of the claim comes to \$10,188.00.

It is this Office's opinion that this settlement is just, reasonable and in the best interests of the Town, because liability on the part of the Town seems certain. In light of the foregoing, the Office of the Town Attorney requests that the Town Board approve the proposed settlement.

We have attached a resolution authorizing payment of \$10,188.00, together with a copy of the General Release executed by Claimant, Karen Krummel. We have also attached copies of photographs depicting the damage done to Mrs. Krummel's vehicle. The funds for said payment are to be drawn from Account No. TWN AMS 1910 43020 602 0000 000.

We also request that the Town Board authorize and direct the Town Comptroller to make payment for same, upon the submission of a duly certified claim therefor, after audit.



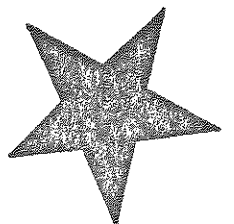


Kindly place this matter on the earliest available Town Board Action Calendar.

FRANK M. SCALERA  
TOWN ATTORNEY

  
Ralph P. Healey  
Special Counsel

RPH:ba  
Attachments





Meeting of May 10, 2022

Resolution No 355-2022

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

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

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated April 29, 2022, advised that the claimant, Karen Krummel, alleges that she sustained damages to her 2003 Toyota Avalon when a Town snow plow hit her vehicle while it was parked legally in front of her premises located at 45 Amherst Lane, in Hicksville, on January 7, 2022, causing \$10,188.00 of damage; and

WHEREAS, after substantive negotiations, the matter has been settled with the Town for the total amount of the claim of \$10,188.08,

NOW, THEREFORE, BE IT RESOLVED, That upon the recommendation as set forth above, the Town Board finds that it is just and reasonable, and in the best interests of the Town of Oyster Bay, to settle this matter for the sum of \$10,188.00, the payment of which sum is hereby authorized and approved, as full settlement to the claimant, Karen Krummel, with regard to Matter No 2022-8430; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. TWN AMS 1910 43020 602 0000 000; 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  
Ralph P. Healey

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

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



## General Release

BE IT KNOWN, that

Karen Krummel

as **RELEASOR(S)**

in consideration of the sum of

Ten thousand one hundred eighty eight and 00/100-----dollars \$ 10,188.00

received from

**THE TOWN OF OYSTER BAY**

as **RELEASEE,**

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

**TOWN OF OYSTER BAY,**

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

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

KAREN KRUMMEL  
RELEASOR (print name)

Karen Krummel  
Signature

4/28/22  
Date

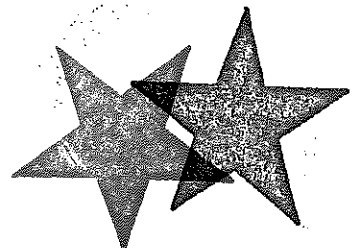
### ACKNOWLEDGMENT

State of NEW YORK, County of NASSAU ss.:

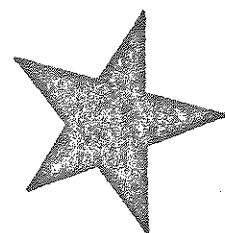
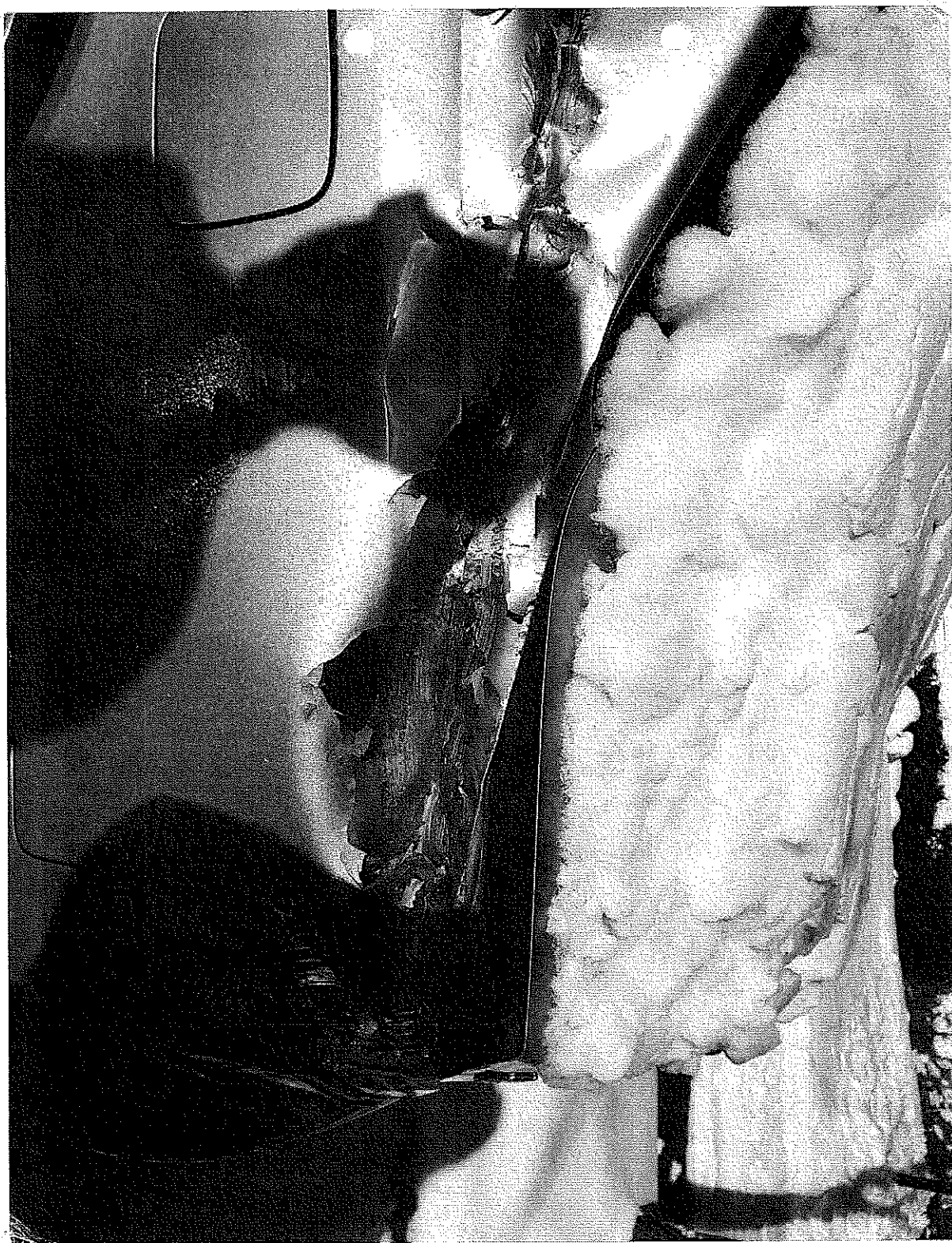
On this 28<sup>th</sup> day of April, 2022, before me, the undersigned personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Ralph P. Healey  
(signature and office of individual taking acknowledgment)

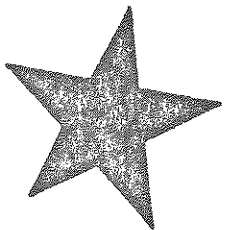
RALPH P. HEALEY  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 02HE6413058  
Qualified in Nassau County  
Commission Expires January 19th, 2026



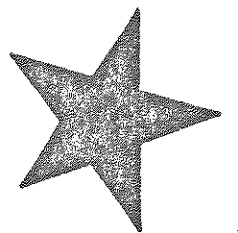
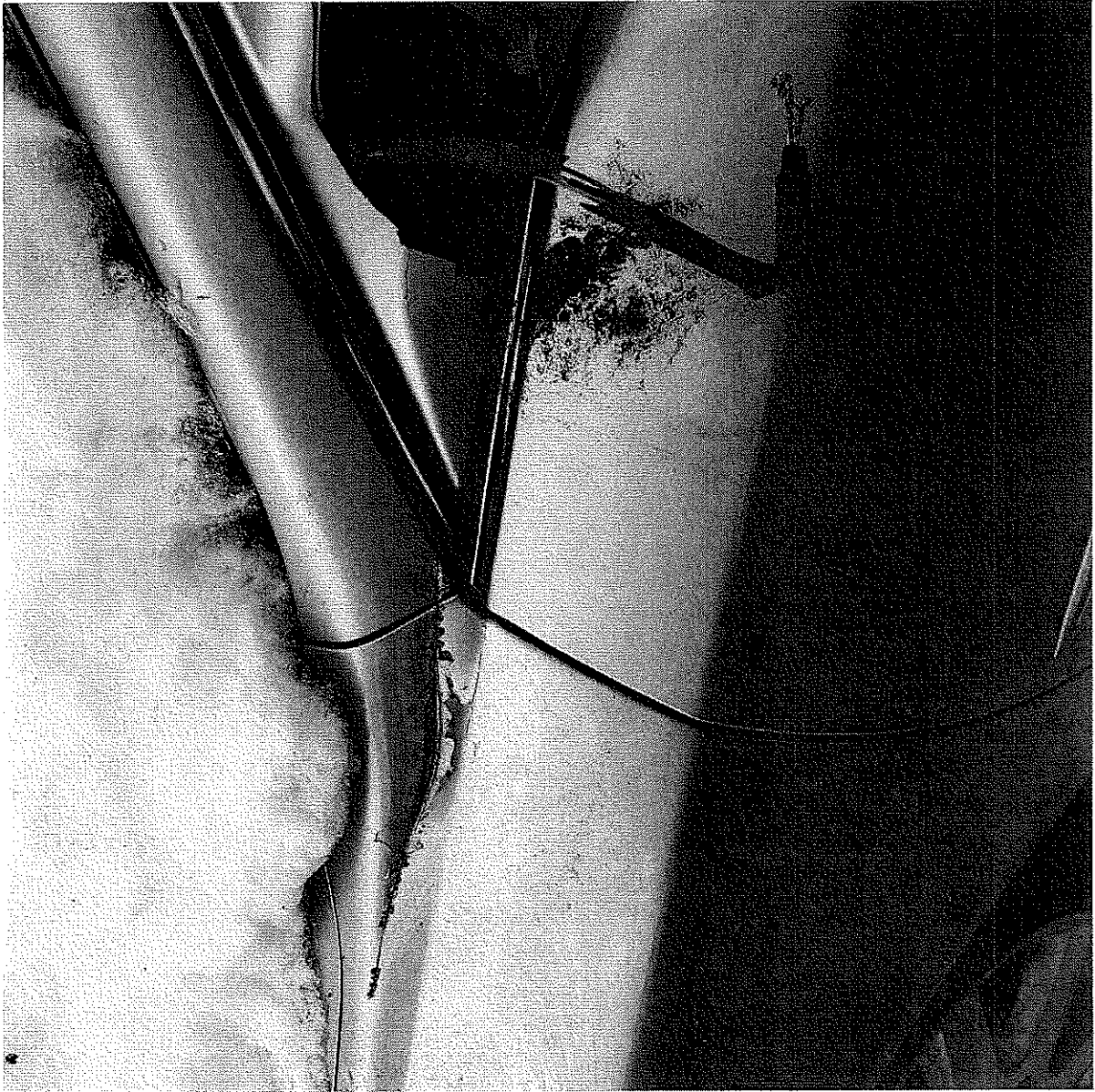




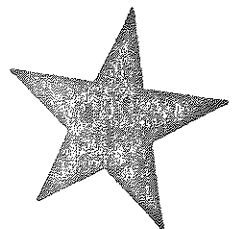
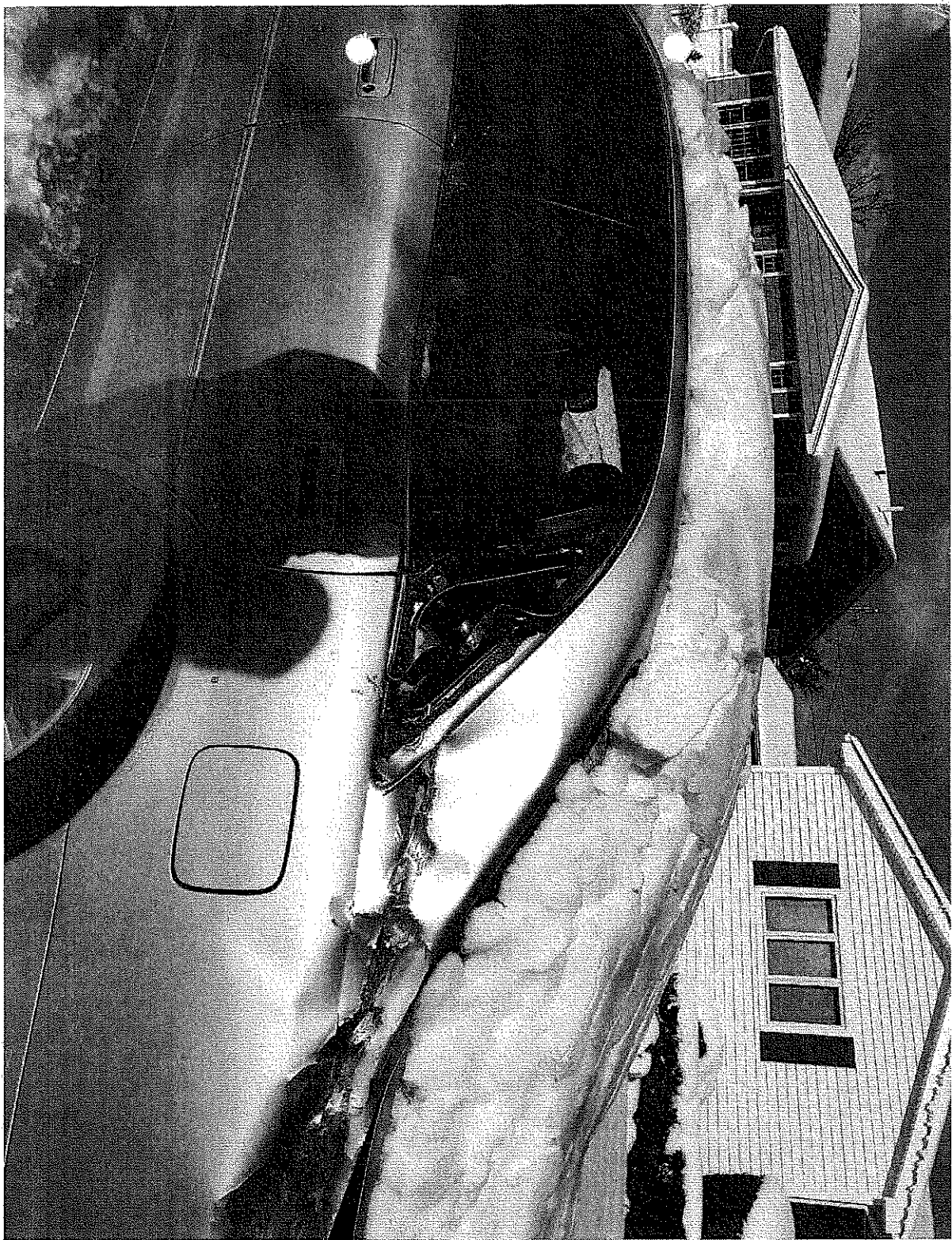




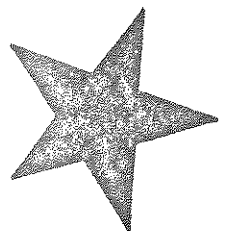
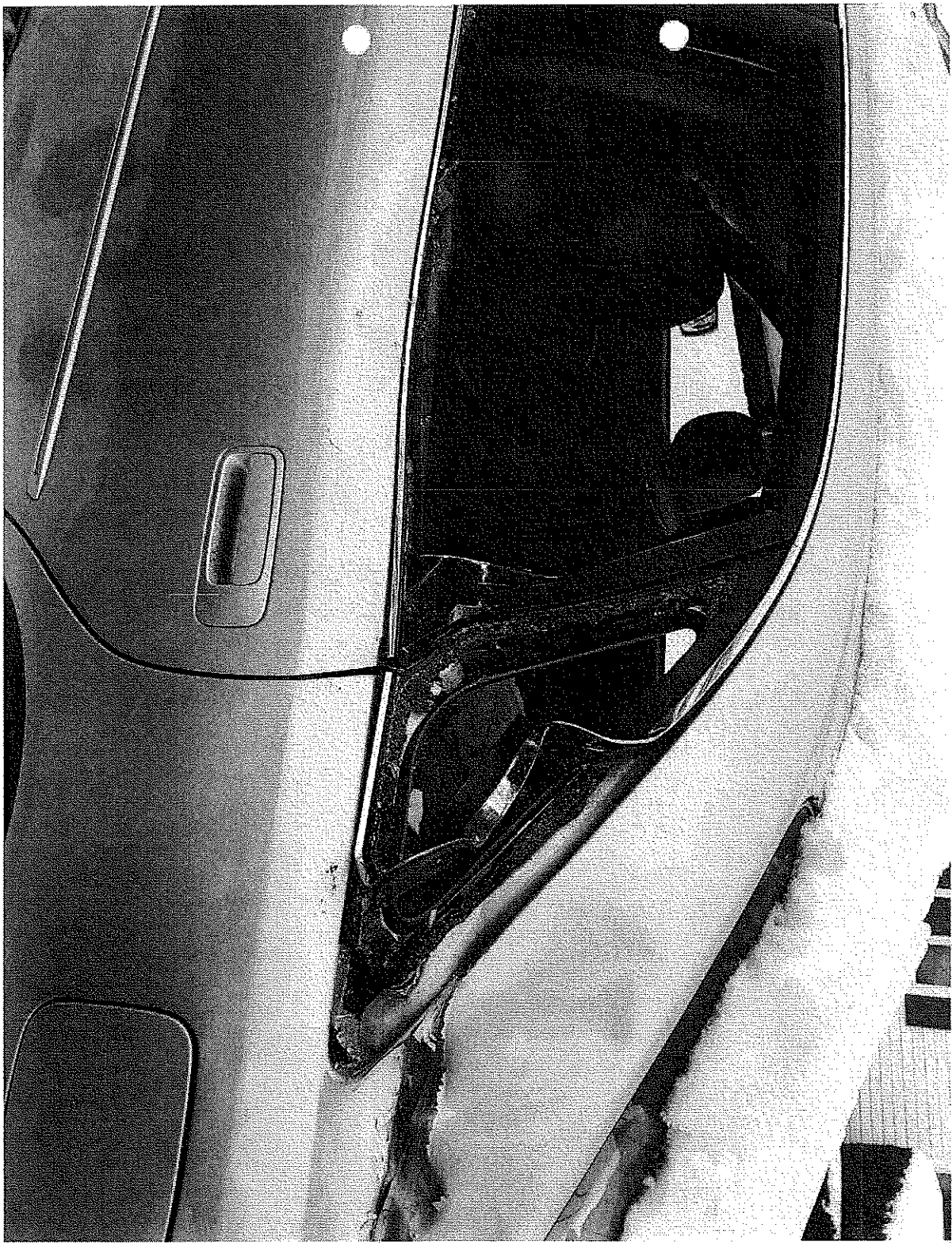




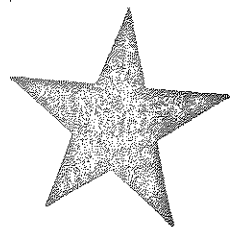
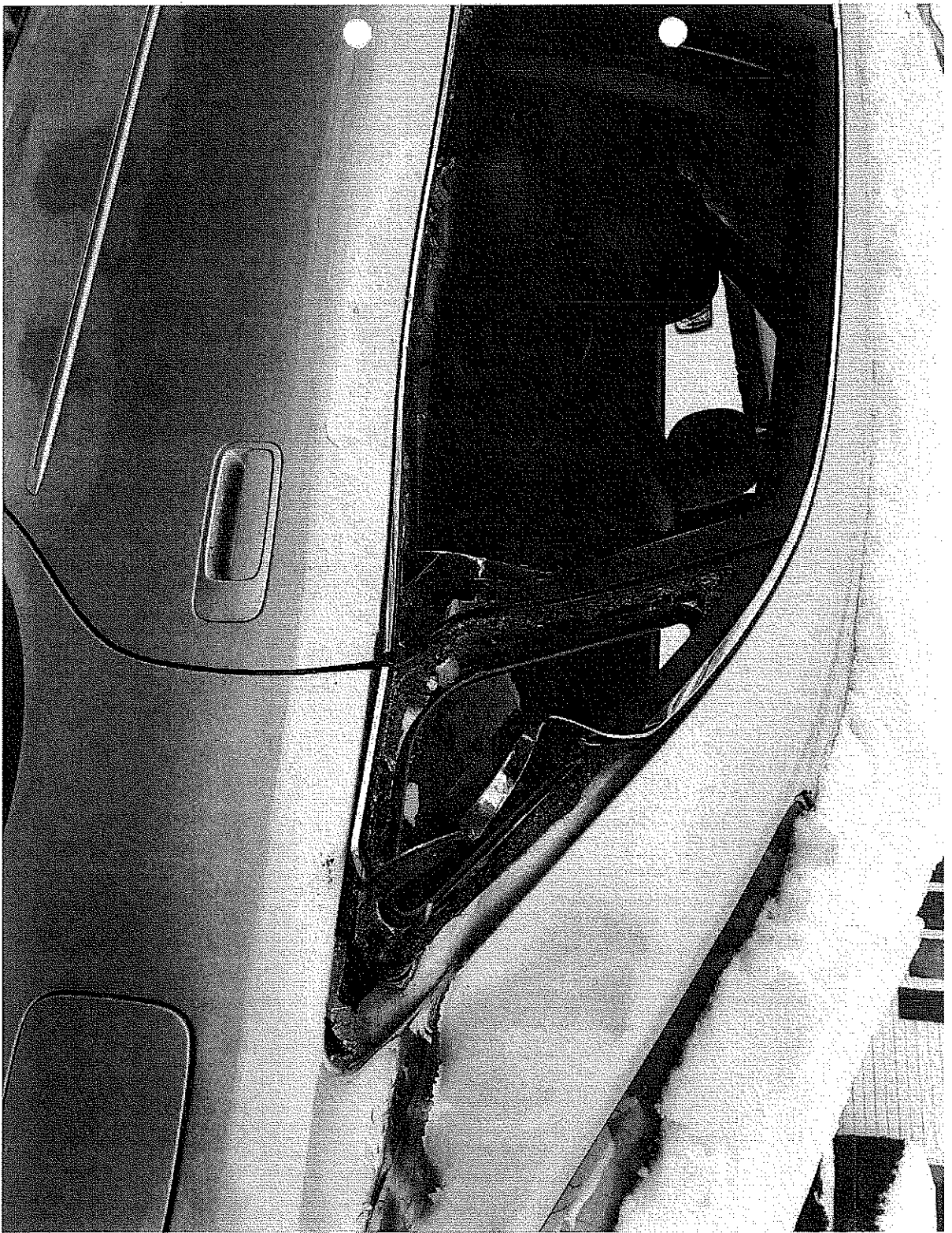






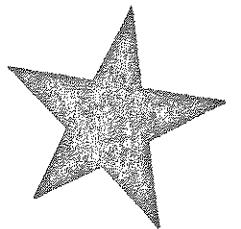
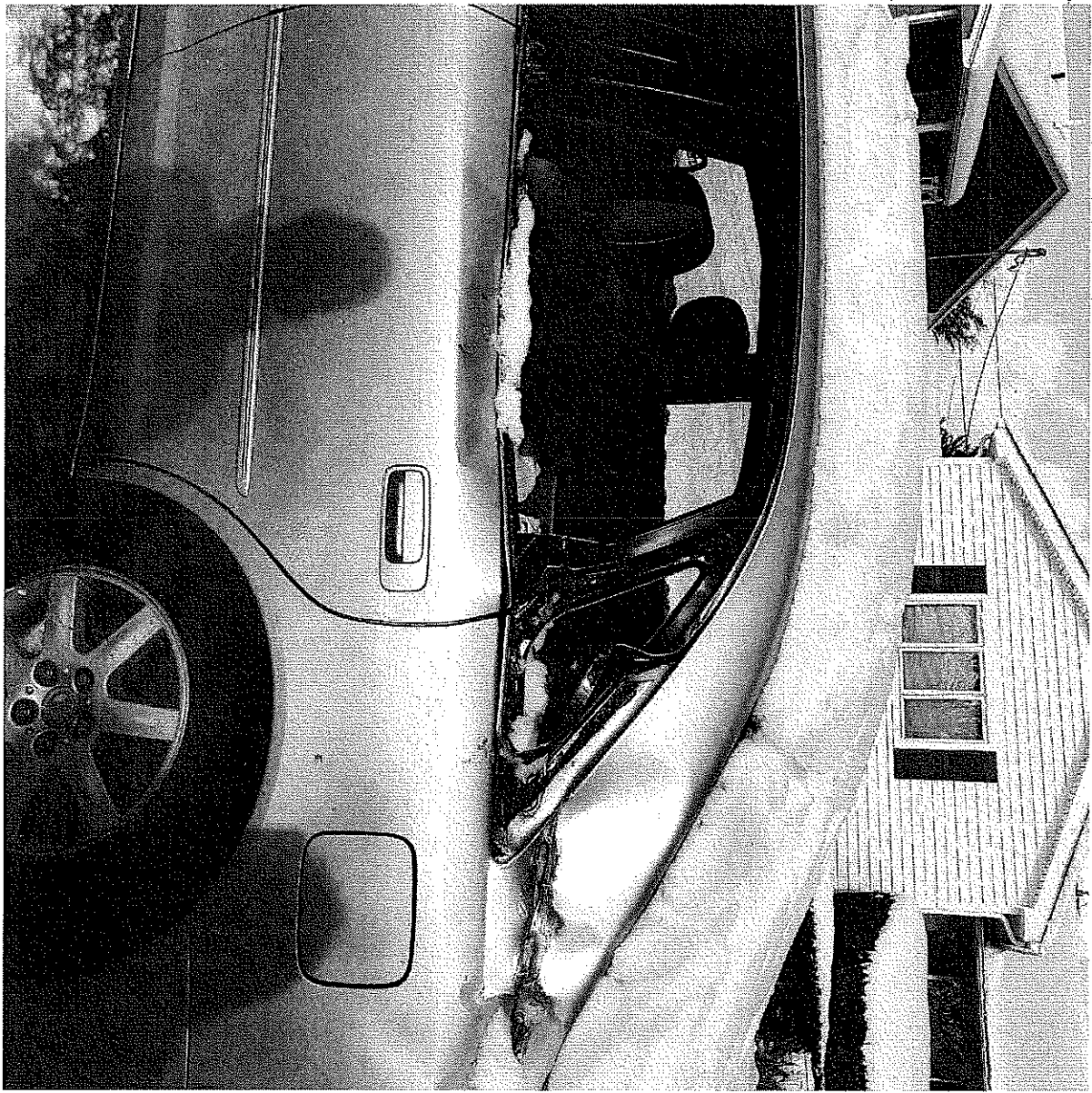




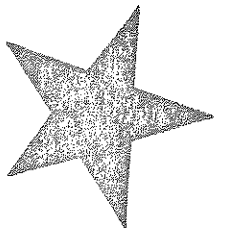


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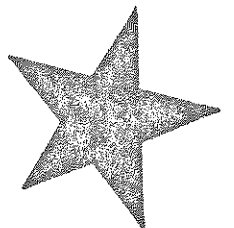
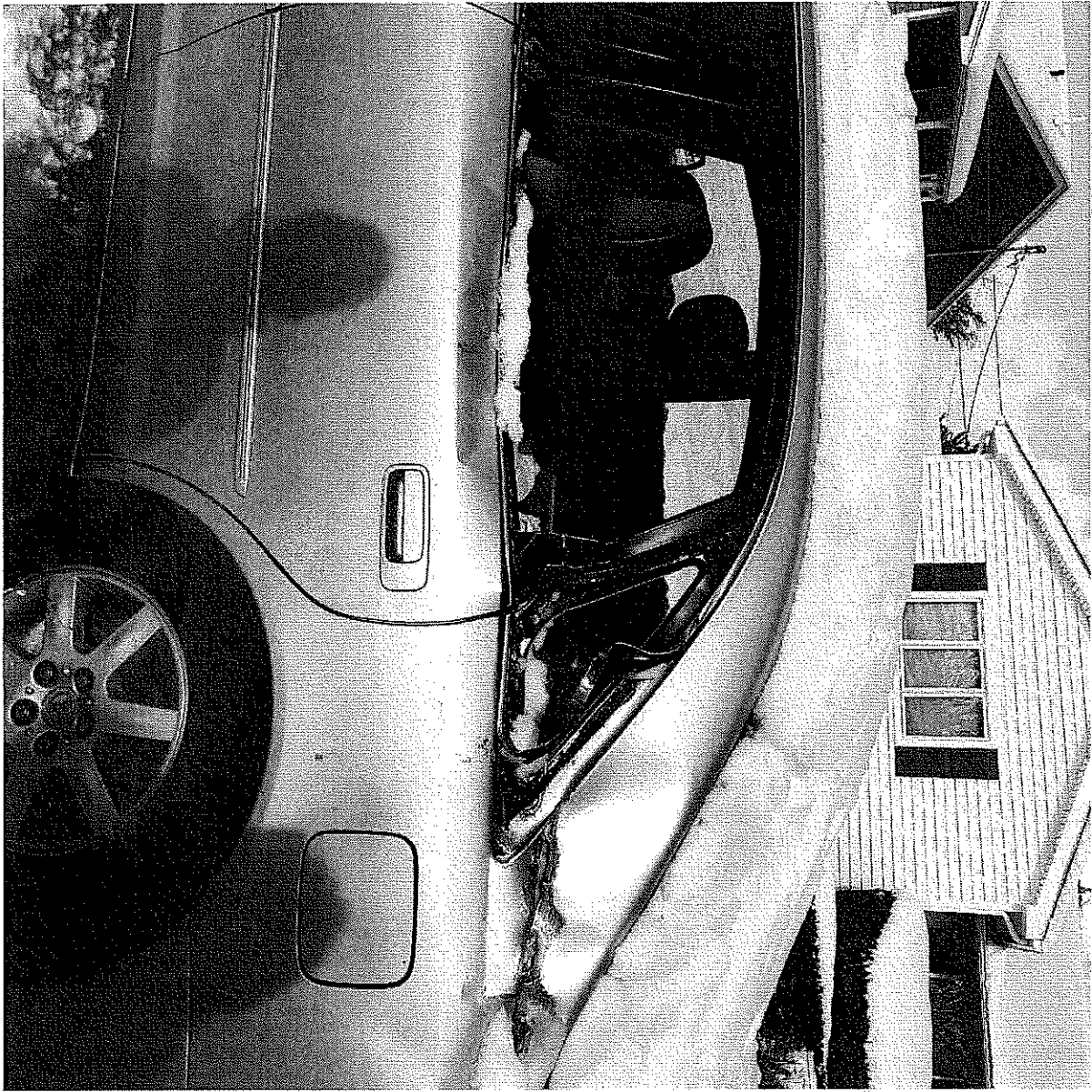




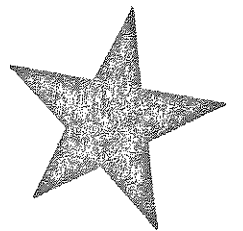




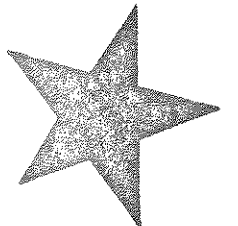
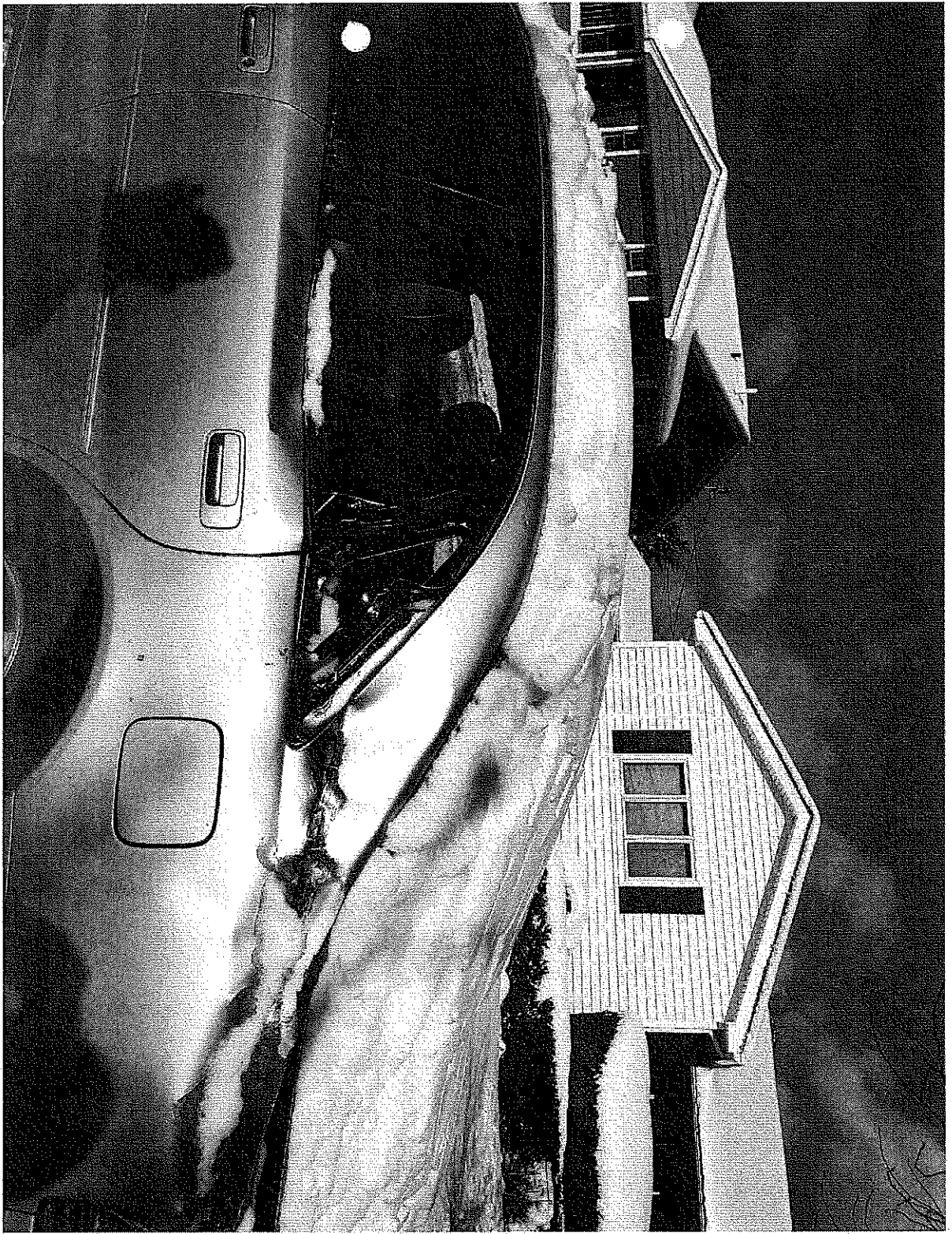




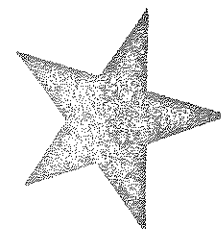
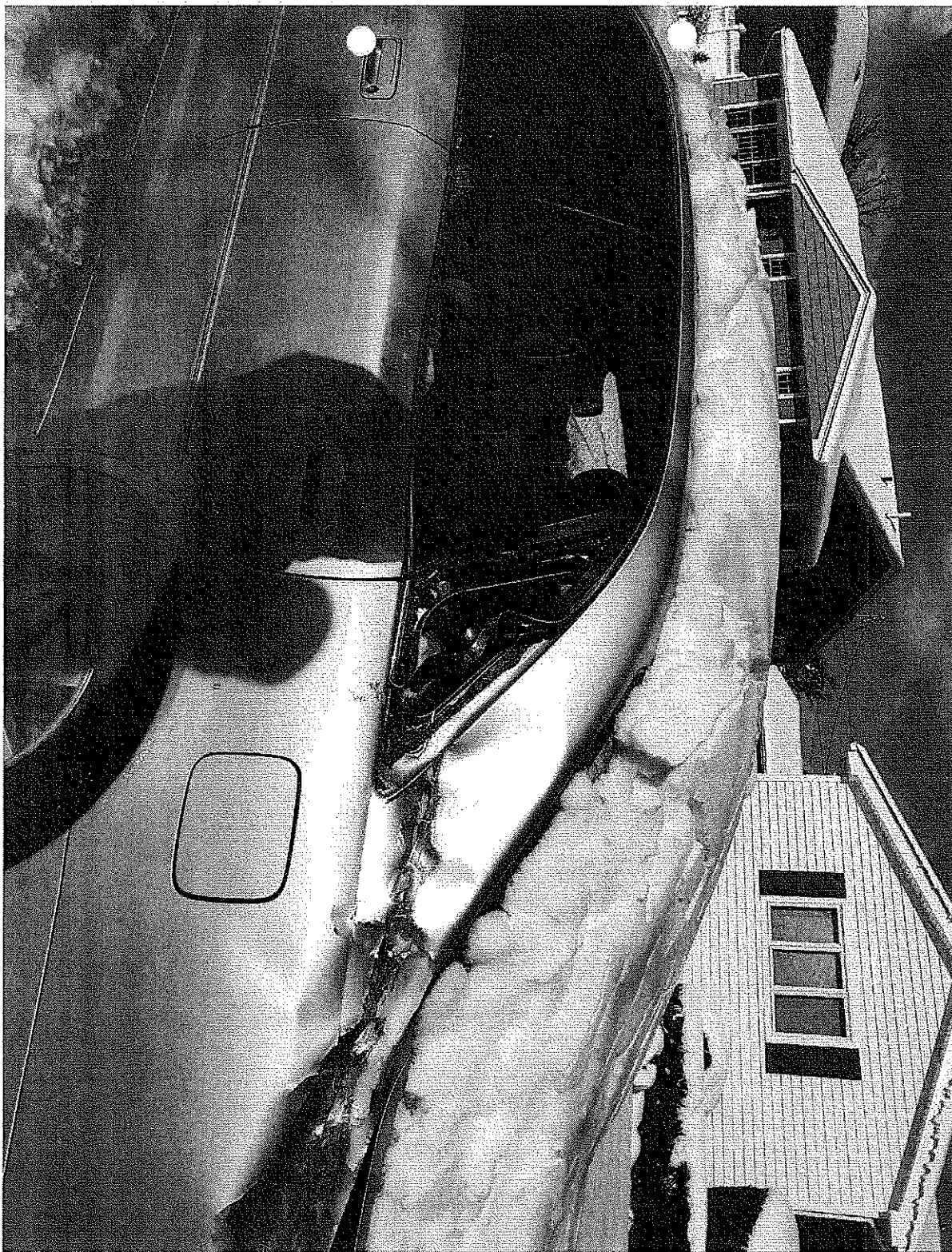














WHEREAS, the Town of Oyster Bay is in receipt of \$12,232,270.92 in funding provided through the Coronavirus State and Local Fiscal Recovery (SFLR) Program, as part of the American Rescue Plan Act, and will receive an additional appropriation of said funding in the amount of \$12,232,270.90, in the summer of 2022; and

WHEREAS, as per the U.S. Treasury Department Coronavirus SFLR Funding Final Regulatory Rule, said funding may be applied to initiatives which respond to the public health or emergency (or its negative impacts), including assistance to households, small businesses and non-profit organizations, or aid to impacted industries such as tourism, travel and hospitality; and

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memoranda dated April 25, 2022 and May 2, 2022, advised that, pursuant to the aforementioned programmatic priorities, the Town of Oyster Bay allocated a portion of Coronavirus SFLR funding to administer a grant program, available to local businesses, non-profit organizations and other eligible entities, through which applicants may pursue financial assistance in order to offset negative financial impact they have incurred as a result of the Coronavirus Pandemic; and

WHEREAS, Commissioner Sammartano, by said memoranda, advised further, that in compliance with the Town of Oyster Bay Procurement Policy, the Department of Intergovernmental Affairs issued a Request for Proposals to firms to provide Grants Development and Administrative Services, including grant program/policy development, in accordance with the specifications of the SFLR Program; and

WHEREAS, in response to the Request for Proposals, eight (8) responses were received by the Department of Intergovernmental Affairs; and

WHEREAS, Commissioner Sammartano, by said memoranda, advised, that upon the Department of Intergovernmental Affairs' review by a selection committee based upon each response's technical merits, and in compliance with Guidelines 6 and 9 of the Town of Oyster Bay Procurement Policy, the Department of Intergovernmental Affairs selected the National Development Council, 325 Gold Street, Suite No. 501, Brooklyn, New York 11201, to provide Grants Development Administration Services in connection with said Program for a term commencing May 15, 2022 through May 14, 2024, in an amount not to exceed \$4,900,000.00, utilizing grant funds from said Program, at no cost to the Town; and

Reviewed By  
Office of Town Attorney

*Raffi R. Malas*



WHEREAS, Commissioner Sammartano, by said memoranda, requested that the Town Board authorize the Supervisor, or his duly authorized designee, to execute an agreement, to be approved by the Office of the Town Attorney, with the National Development Council, to provide the Town of Oyster Bay with Grants Development and Administration Services in connection with funding obtained through the Coronavirus SFLR Program, for a term commencing May 15, 2022 through May 14, 2024, in an amount not to exceed \$4,900,000.00, utilizing grant funds from said Program, at no cost to the Town; and

WHEREAS, Commissioner Sammartano, by said memoranda, requested further, that the Town Board authorize Colin Bell, Deputy Commissioner, Department of Intergovernmental Affairs, to execute any and all documents in connection with the Coronavirus SFLR Program; and

WHEREAS, the Inspector General has reviewed the Request for Proposals on the proposed vendor's disclosure, and is satisfied that the Procurement Policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned requests are hereby accepted and approved, and the Supervisor, or his duly authorized designee, is hereby authorized to execute an agreement, to be approved by the office of the Town Attorney, with the National Development Council, to provide the Town of Oyster Bay with Grants Development and Administration Services in connection with funding obtained through the Coronavirus SFLR Program, in an amount not to exceed \$4,900,000.00, for a term commencing May 15, 2022 through May 14, 2024, utilizing grant funds from said Program, at no cost to the Town; and be it further

RESOLVED, That Colin Bell, Deputy Commissioner, Department of Intergovernmental Affairs, to execute any and all documents in connection with the Coronavirus SFLR Program.

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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	Absent
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye



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

**TO:** MEMORANDUM DOCKET

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

**DATE:** MAY 2, 2022

**SUBJECT:** SUPPLEMENTAL MEMORANDUM TO MD 4/26/22, ITEM # 13  
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY PROGRAM  
GRANTS DEVELOPMENT AND ADMINISTRATION SERVICES

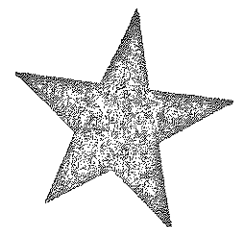
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The U.S. Treasury Department, Coronavirus State and Local Fiscal Recovery (SLFR) program, is a part of the American Rescue Plan Act, and delivers \$350 billion to state, local and tribal governments across the country to support their response and recovery from the COVID-19 public health emergency. The Town of Oyster Bay (Town) is in receipt of \$12,232,270.92 in SLFR funding and will receive an additional appropriation of SLFR funding in the amount of \$12,232,270.90 in the summer of 2022.

Per the U.S. Treasury Department, Coronavirus State and Local Fiscal Recovery Funding Final Rule, SLFR funding may be applied to initiatives which *'respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality'*. In-line with this programmatic priority, the Town has allocated a portion of its SLFR funding to administer a grant program, available to local businesses, non-profit organizations and other eligible entities, through which applicants may pursue financial assistance to offset negative financial impact they have incurred resulting from the Coronavirus Pandemic.

The Town's Department of Intergovernmental Affairs (IGA), issued a Requests for Proposals (RFP) to firms in accordance with the Town's approved procurement procedure. Specific services requested through this RFP include: grant program/policy development; development of the program application and other required forms; in-take and processing of applications; completion of applicant eligibility determinations; notification of approvals/denials; resolution of appeals; disbursement of program eligible payments; case management services; preparation of all reports required by U.S. Department of Treasury and other regulatory agencies as applicable; continuous review and monitoring of additional or revised regulatory guidance provided by the U.S. Department of Treasury and other regulatory agencies as applicable; and the provision of an outreach and marketing campaign in effort to connect eligible recipients to the program. IGA received eight (8) responses which were reviewed and evaluated by a selection committee based on the technical merits of the responses. Related support documentation is on file with IGA.


The Commissioner of IGA, after review of the selection committee's preliminary recommendations has selected the National Development Council to provide Grants Development and Administration Services in connection with this initiative. The evaluation and selection process was performed in compliance with the requirements of Guidelines 6 and 9 of the Town of Oyster Bay Procurement Policy. An electronic due diligence and verification review of the National Development Council has been completed and the Office of the Inspector General has approved advancing this matter to the Town Board.

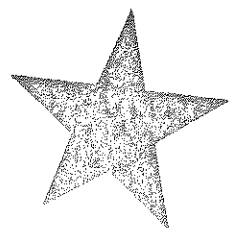




The Town of Oyster Bay has allocated up to \$4,500,000 of its SLFR appropriation to be distributed as grants to eligible applicants under this initiative. The National Development Council's proposed administration fee, based upon the work detailed in the RFP document, is \$400,000. The Department of IGA is, therefore, recommending an Agreement making up to \$4,900,000 available to the National Development Council to provide Grants Development and Administration services in connection with this initiative. The proposed term through which National Development Council would provide these services is May 15, 2022 through May 14, 2024. Funding for both grants to be distributed to eligible applicants and National Development Council's administration fees are eligible expenses under the SLFR program and are at no cost to the Town.

It is, therefore, respectfully requested that a Resolution be adopted authorizing the Supervisor and/or his authorized designee to execute an Agreement, to be approved by the Office of the Town Attorney, with the National Development Council for the purpose of providing Grants Development and Administration Services as funded by the Coronavirus State and Local Fiscal Recovery Funding program. This Resolution must also authorize Colin Bell, Deputy Commissioner, Department of Intergovernmental Affairs, to execute documents in connection with the Coronavirus State and Local Fiscal Recovery Funding program.

  
Frank V. Sammartano  
Commissioner





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

**TO:** MEMORANDUM DOCKET

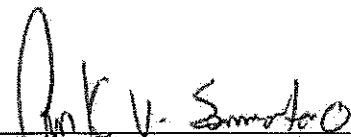
**FROM:** FRANK V. SAMMARTANO, COMMISSIONER  
DEPARTMENT OF INTERGOVERNMENTAL AFFAIRS

**DATE:** APRIL 25, 2022

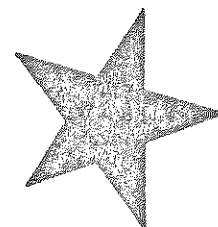
**SUBJECT:** CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY PROGRAM  
GRANTS DEVELOPMENT AND ADMINISTRATION SERVICES

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In connection with the above referenced matter, kindly reserve a space on the Town Board Action Calendar for the meeting of May 10, 2022. Details will follow by supplemental memorandum.

  
\_\_\_\_\_  
Frank V. Sammartano  
Commissioner

B3 Colin Bell





Meeting of May 10, 2022

Resolution No 357-2022

WHEREAS, Syosset Park Development, LLC Corp. ("Syosset Park Development, LLC") obtained permits from the Town of Oyster Bay ("Town") to operate a warehouse facility located at 305 Robbins Lane Syosset, which required, among other things, significant work to the property, and, the installation of utilities for operation of the warehouse facility; and

WHEREAS, The Office of the Town Attorney has negotiated an Agreement with Syosset Park Development, LLC in an effort to arrive at mutually agreeable terms for the resurfacing and/or paving of the Subject Road (the "Work"), with Syosset Park Development, LLC agreeing to pay a portion of the amount of costs associated with the Work, with the Town utilizing Metro Paving, LLC, the Town's Construction Contractor for Road Restoration Throughout the Town, authorized pursuant to Resolution Nos. 640-2017, adopted October 3, 2017 and 544-2021, adopted on September 14, 2021, for the purpose of performing the Work; and

WHEREAS, the estimated cost of the Work is \$225,000.00, and the Agreement provides for payment by Syosset Park Development, LLC, in the amount of \$112,500.00, to the Comptroller of the Town, upon the Town's presentation of a final invoice upon completion of the Work, and that the Town shall be responsible for the remaining cost of the Work. The term of the Agreement is the period from the effective date of Syosset Park Development, LLC's execution of the Agreement until the completion of the Work, or for a period of two (2) months, whichever is sooner; and

WHEREAS, Frank M. Scalera, Town Attorney, and Karen J. Underwood, Deputy Town Attorney, by memorandum dated May 4, 2022, recommend and request Town Board authorization for the Supervisor, or his designee, to execute the attached Agreement with Syosset Park Development, LLC, for the purpose of Syosset Park Development, LLC agreeing to pay a portion of the amount of costs associated with resurfacing and/or paving the Subject Road, in an amount not to exceed \$112,500.00, and the Town shall be responsible for the remaining cost of the Work, for a term of the period of time from the effective date of Syosset Park Development, LLC's execution of the Agreement until the completion of the Work, or for a period of two (2) months, whichever is sooner,

NOW, THEREFORE, BE IT RESOLVED, that the abovementioned recommendation and request are hereby accepted and approved, and the Supervisor, or his designee, is hereby authorized and directed to execute the attached Agreement with Syosset Park Development, LLC, for the purpose of Syosset Park Development, LLC agreeing to pay a portion of the amount of costs associated with resurfacing and/or paving the Subject Road, in an amount not to exceed \$112,500.00, and the Town shall be responsible for the remaining cost of the Work, for a term of the period of time from the effective date of Syosset Park Development, LLC's execution of the Agreement until the completion of the Work, or for a period of two (2) months, whichever is sooner.

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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	Absent
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

REVIEWED BY  
OFFICE OF TOWN ATTORNEY



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

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: May 4, 2022

SUBJECT: Agreement with Syosset Park Development, LLC regarding resurfacing and/or paving a portion of Robbins Lane, Syosset, New York

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Syosset Park Development, LLC obtained permits from the Town of Oyster Bay (hereinafter "Town") to operate a warehouse facility located at 305 Robbins Lane Syosset (hereinafter "Property site"), which required, among other things, significant work to the property, and, the installation of utilities for operation of the warehouse facility.

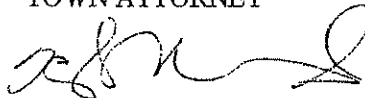
The Office of the Town Attorney has negotiated an Agreement with Syosset Park Development, LLC in an effort to arrive at mutually agreeable terms for the resurfacing and/or paving of a segment of the Town of Oyster Bay road known as Robbins Lane in Syosset, New York, specifically described as that portion of road from the Long Island Rail Road Tracks, south, to the Long Island Expressway Overpass (hereinafter "Subject Road").

Accordingly, Syosset Park Development, LLC has agreed to pay a portion of the amount of costs associated with resurfacing and/or paving the Subject Road (hereinafter the "Work"). The estimated cost of the Work is \$225,000.00. The Town will utilize Metro Paving, LLC, the Town's Construction Contractor for Road Restoration Throughout the Town, authorized pursuant to Resolution Nos. 640-2017, adopted October 3, 2017 and 544-2021, adopted on September 14, 2021, for the purpose of performing the Work. The Town and Syosset Park Development, LLC agree that Syosset Park Development, LLC shall be responsible for payment, in the amount of \$112,500.00, and the Town shall be responsible for the remaining cost of the Work. The Agreement provides for payment by Syosset Park Development, LLC, in the amount of \$112,500.00 to the Comptroller of the Town upon the Town's presentation of a final invoice upon completion of the Work.

This Office recommends and requests that the Town Board authorize the Supervisor or his designee to execute the Agreement with Syosset Park Development, LLC.

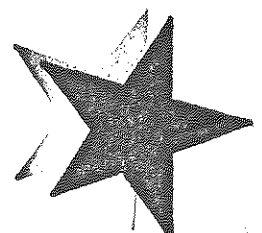
Kindly suspend the rules and place this matter on the May 10, 2022 Town Board Action Calendar.

FRANK M. SCALERA  
TOWN ATTORNEY



Karen J. Underwood  
Deputy Town Attorney

KJU:ba  
Attachment  
File No. 2022-8550





WHEREAS, Syosset Park Development, LLC Corp. ("Syosset Park Development, LLC") obtained permits from the Town of Oyster Bay ("Town") to operate a warehouse facility located at 305 Robbins Lane Syosset, which required, among other things, significant work to the property, and, the installation of utilities for operation of the warehouse facility; and

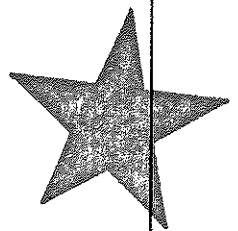
WHEREAS, The Office of the Town Attorney has negotiated an Agreement with Syosset Park Development, LLC in an effort to arrive at mutually agreeable terms for the resurfacing and/or paving of the Subject Road (the "Work"), with Syosset Park Development, LLC agreeing to pay a portion of the amount of costs associated with the Work, with the Town utilizing Metro Paving, LLC, the Town's Construction Contractor for Road Restoration Throughout the Town, authorized pursuant to Resolution Nos. 640-2017, adopted October 3, 2017 and 544-2021, adopted on September 14, 2021, for the purpose of performing the Work; and

WHEREAS, the estimated cost of the Work is \$225,000.00, and the Agreement provides for payment by Syosset Park Development, LLC, in the amount of \$112,500.00, to the Comptroller of the Town, upon the Town's presentation of a final invoice upon completion of the Work, and that the Town shall be responsible for the remaining cost of the Work. The term of the Agreement is the period from the effective date of Syosset Park Development, LLC's execution of the Agreement until the completion of the Work, or for a period of two (2) months, whichever is sooner; and

WHEREAS, Frank M. Scalera, Town Attorney, and Karen J. Underwood, Deputy Town Attorney, by memorandum dated May 4, 2022, recommend and request Town Board authorization for the Supervisor, or his designee, to execute the attached Agreement with Syosset Park Development, LLC, for the purpose of Syosset Park Development, LLC agreeing to pay a portion of the amount of costs associated with resurfacing and/or paving the Subject Road, in an amount not to exceed \$112,500.00, and the Town shall be responsible for the remaining cost of the Work, for a term of the period of time from the effective date of Syosset Park Development, LLC's execution of the Agreement until the completion of the Work, or for a period of two (2) months, whichever is sooner,

NOW, THEREFORE, BE IT RESOLVED, that the abovementioned recommendation and request are hereby accepted and approved, and the Supervisor, or his designee, is hereby authorized and directed to execute the attached Agreement with Syosset Park Development, LLC, for the purpose of Syosset Park Development, LLC agreeing to pay a portion of the amount of costs associated with resurfacing and/or paving the Subject Road, in an amount not to exceed \$112,500.00, and the Town shall be responsible for the remaining cost of the Work, for a term of the period of time from the effective date of Syosset Park Development, LLC's execution of the Agreement until the completion of the Work, or for a period of two (2) months, whichever is sooner.

-#-



REVIEWED BY  
OFFICE OF TOWN ATTORNEY

*[Handwritten signature]*



**TOWN OF OYSTER BAY  
AGREEMENT**

**DATED:** This ("Agreement") is dated as of May \_\_, 2022.

**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, hereinafter referred to as the "TOWN"; and

SYOSSET PARK DEVELOPMENT, LLC, a domestic corporation, having a principal place of business at 28 Liberty Street, New York, New York, 10005.

**SUBJECT:** Resurface and/or Pavement of a portion of Town of Oyster Bay Road known as "Robbins Lane" in Syosset, New York, specifically described as that portion of road from the Long Island Rail Road Tracks, south, to the Long Island Expressway Overpass (hereinafter "SUBJECT ROAD").

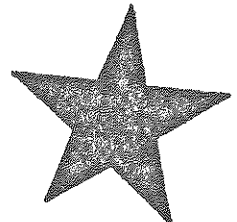
**W I T N E S S E T H:**

WHEREAS, SYOSSET PARK DEVELOPMENT, LLC obtained permits from the TOWN to operate a warehouse facility located at 305 Robbins Lane, Syosset (hereinafter "Property site"), which required, among other things, significant work to the property, and the installation of utilities for operation of the warehouse facility; and

WHEREAS, the TOWN desires to cooperate with SYOSSET PARK DEVELOPMENT, LLC in its performance of work at the Property site; and

WHEREAS, in consideration of SYOSSET PARK DEVELOPMENT, LLC's work at the Property site, SYOSSET PARK DEVELOPMENT, LLC has agreed to cover a portion of the costs associated with resurfacing and/or paving the SUBJECT ROAD at the conclusion of its work at the Property site,

NOW, THEREFORE, for the purposes set forth above and in consideration of the promises and mutual covenants contained in this Agreement, it is hereby agreed as follows:





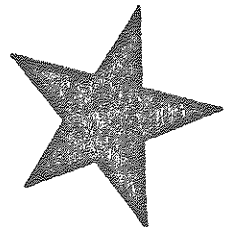
1. SYOSSET PARK DEVELOPMENT, LLC agrees to pay a portion of the amount of costs associated with the resurfacing and/or paving the SUBJECT ROAD (the "Work"), according to the specific requirements outlined in a project Work Plan, attached hereto as *Addendum A*. The fee for the Work shall be payable by SYOSSET PARK DEVELOPMENT, LLC to the TOWN, at the conclusion of the performance of the Work, upon provision of a final invoice by the TOWN to SYOSSET PARK DEVELOPMENT, LLC. Payment should be directed via mail or in person to: Town of Oyster Bay, Office of the Comptroller, 74 Audrey Avenue, Oyster Bay, New York 11771.

2. The TOWN will utilize Metro Paving, LLC, the TOWN's Construction Contractor for Road Restoration Throughout the Town of Oyster Bay, authorized pursuant to Resolution Nos. 640-2017, adopted October 3, 2017 and 544-2021, adopted on September 14, 2021, for the purpose of performing the Work.

3. The estimated cost of the Work is \$225,000.00. The TOWN and SYOSSET PARK DEVELOPMENT, LLC agree that SYOSSET PARK DEVELOPMENT, LLC shall be responsible for a portion of the cost of the Work, in the amount of \$112,500.00, and the TOWN shall be responsible for the remaining cost of the Work.

4. This Agreement shall become effective as of the date of execution by SYOSSET PARK DEVELOPMENT, LLC. For purposes of the Agreement the term means the period from the Effective Date until the completion of the Work, or for a period of two (2) months, whichever is sooner.

5. This Agreement shall constitute the entire Agreement between the TOWN and SYOSSET PARK DEVELOPMENT, LLC and shall supersede all prior written or oral understandings between the Parties, if any have been made, with respect to the subject matter covered herein. This Agreement may only be amended, supplemented, ratified or cancelled by a duly executed written instrument.





6. The provisions of this Agreement shall be construed in accordance with the laws of the United States and the State of New York.

7. If the TOWN and SYOSSET PARK DEVELOPMENT, LLC cannot resolve any outstanding claims, counter-claims, disputes and other matters in question arising out of or relating to this Agreement, then the resolution of said disputes shall be decided by a court of competent jurisdiction.

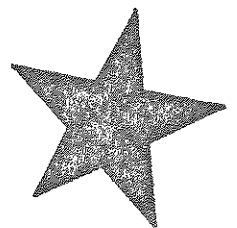
8. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and the Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been stated herein.

9. The parties hereto have duly executed this Agreement in counterparts, any one of which may be considered an original. The date of this Agreement is intended as and for a date for the convenient identification of this Agreement and is not intended to indicate that this Agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

10. Any notice desired or required to be given pursuant to the terms of this Agreement shall be sent via Certified Mail, Return Receipt Requested, to the appropriate party at the address for the party appearing on page one hereof.

11. This Agreement shall be binding upon and inure to the benefit of SYOSSET PARK DEVELOPMENT, LLC and the TOWN and their respective assigns, successors, and any subsequent owner, transferee, or lessee.

12. This Agreement is the complete and exclusive Agreement between the Parties, notwithstanding any representations or statements to the contrary heretofore made.





13. Any modifications to this Agreement shall be in writing, executed by authorized representatives of SYOSSET PARK DEVELOPMENT, LLC and the TOWN, and shall specifically state that it is such a modification. This provision cannot be waived orally.

14. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any dispute arising hereunder shall be commenced and tried in the Supreme Court of the State of New York, County of Nassau.

15. This Agreement may be executed in one or more counterparts, which together shall constitute one Agreement.

16. The execution of this Agreement by the TOWN has been authorized by Town Board Resolution No. – 2022, adopted on May 10, 2022.

IN WITNESS WHEREOF, SYOSSET PARK DEVELOPMENT, LLC and TOWN OF OYSTER BAY have executed this Agreement.

SYOSSET PARK DEVELOPMENT, LLC

TOWN OF OYSTER BAY

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

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

Name: \_\_\_\_\_

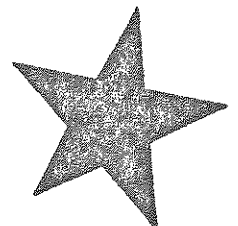
Name: \_\_\_\_\_

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

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

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

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



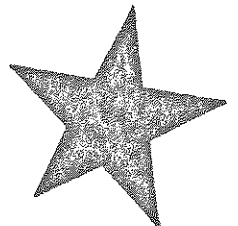


## **ADDENDUM A**

### **WORK PLAN**

This is the proposed work that is necessary to accomplish full resurfacing of Robbins Lane located from the Long Island Rail Road Tracks, south, to the Long Island Expressway Overpass:

- Milling and Grinding of existing asphalt pavement.
- Alteration of existing manhole rings after milling and grinding.
- Bituminous tack coat to be placed on milled road prior to fine resurfacing.
- Resurface asphalt pavement to existing grade.
- Thermoplastic reflectorized pavement markings in accordance with approved plans.
- Maintenance and Protection of Traffic for multiple days of milling, resurfacing and striping.
- Installation of loop detectors according to the road striping plan, associated with the new traffic light located on the Subject Road, if necessary.





**TOWN OF OYSTER BAY  
AGREEMENT**

**TOWN OF OYSTER BAY's Acknowledgement:**

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

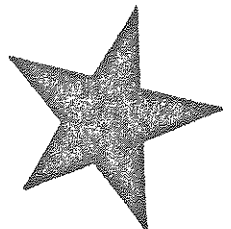
On the \_\_\_\_ day of \_\_\_\_\_ in the year 2022 before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the Town of \_\_\_\_\_; that he is Town Deputy Supervisor of the TOWN OF OYSTER BAY, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to authorization of the Town Board of the Town of Oyster Bay

\_\_\_\_\_  
NOTARY PUBLIC

**SYOSSET PARK DEVELOPMENT, LLC Acknowledgement:**

STATE OF                       )  
  ) ss.  
COUNTY OF                       )

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2022 before me personally came \_\_\_\_\_ to me personally known, who being by me duly sworn, did depose and say that he or she is the \_\_\_\_\_ of SYOSSET PARK DEVELOPMENT, LLC, the corporation described herein and which executed the above instrument and that he or she signed his or her name pursuant to the authority as the \_\_\_\_\_ of SYOSSET PARK DEVELOPMENT, LLC.





Meeting of May 10, 2022

Resolution No 358-2022

WHEREAS, the Town and 25 NB LLC have been parties to several agreements for the Town to utilize 65 parking spaces for residents' use for commuter parking at the property located at 47 West Barclay Street, Hicksville, New York; and

WHEREAS, by Resolution No. 414-2021, adopted on July 13, 2021, authorized the Supervisor, or his designee, to execute the most recent Agreement with 25 NB, LLC, for the use of the lot located at 47 West Barclay Street, Hicksville, New York, for the period from January 1, 2021 through December 31, 2021, nunc pro tunc from January 1, 2021, for an annual fee of \$50,439.34, payable at a monthly rate of \$4,134.37, for the period from January 1, 2021 through July 31, 2021, and at a monthly rate of \$4,299.75, for the period from August 1, 2021 through December 31, 2021; and

WHEREAS, while the Town is currently acting to acquire the subject property through Eminent Domain Procedure Law, rent is still due and owing from the Town to 25 NB LLC, from January 1, 2022 to the present date, at a monthly amount of \$4,299.75 for the Town's use and occupancy of the premises; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated May 4, 2022, recommended that the Town Board authorize the Comptroller to encumber funds in an amount not to exceed \$51,597.00 to pay 25 NB LLC on a monthly basis, in the amount of \$4,299.34, nunc pro tunc January 1, 2022, until the acquisition by Eminent Domain Procedure Law is completed, and that the Comptroller be authorized to and directed to make payment for same with funds available in Account No. TWN-A-1989-47900-000-0000; and

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are accepted, and the Town Board hereby authorizes the Comptroller to encumber funds in an amount not to exceed \$51,597.00 to pay 25 NB LLC on a monthly basis, in the amount of \$4,299.75, nunc pro tunc January 1, 2022, until the acquisition by Eminent Domain Procedure Law is completed; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. TWN-A-1989-47900-000-0000; and be it further

RESOLVED, That the Town Board hereby authorizes and directs the Town Comptroller to make payment for same, upon the submission of a duly certified claim therefor, after audit.

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

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

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



**Inter-Departmental Memorandum**

TO: MEMORANDUM DOCKET  
FROM: Office of the Town Attorney  
DATE: May 4, 2022  
SUBJECT: Agreement: 25 NB, LLC  
Commuter Parking Lot Use  
47 West Barclay Street, Hicksville, New York

---

The Town and 25 NB LLC have been parties to several agreements for the Town to utilize 65 parking spaces for residents' use for commuter parking at the property located at 47 West Barclay Street, Hicksville, New York.

Pursuant to Resolution No. 414-2021, adopted on July 13, 2021, the Town Board authorized the Supervisor, or his designee, to execute the most recent Agreement with 25 NB, LLC, for the use of the lot located at 47 West Barclay Street, Hicksville, New York, for the period from January 1, 2021 through December 31, 2021, nunc pro tunc from January 1, 2021, for an annual fee of \$50,439.34, payable at a monthly rate of \$4,134.37, for the period from January 1, 2021 through July 31, 2021, and at a monthly rate of \$4,299.75, for the period from August 1, 2021 through December 31, 2021.

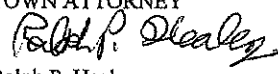
While the Town is currently acting to acquire the subject property through Eminent Domain Procedure Law, rent is still due and owing from the Town to 25 NB LLC, from January 1, 2022 to the present date, at a monthly amount of \$4,299.75 for the Town's use and occupancy of the premises.

Accordingly, it is recommended that the Town Board authorize the Comptroller to encumber funds in an amount not to exceed \$51,597.00 to pay 25 NB LLC monthly in the amount of \$4,299.75, until the acquisition is completed.

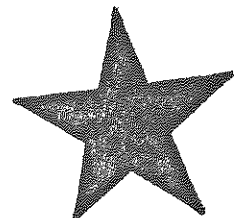
It is also requested that the Comptroller be authorized and directed to make payment for same with funds available in Account No. TWN-A-1989-47900-000-0000.

Kindly suspend the rules and place this item on the May 10, 2022, Town Board action calendar.

FRANK M. SCALERA  
TOWN ATTORNEY

  
Ralph P. Healey  
Special Counsel

RPH:ba  
Attachment  
2015-4967





Reviewed By  
Office of Town Attorney

*Ralph P. Healey*

WHEREAS, the Town and 25 NB LLC have been parties to several agreements for the Town to utilize 65 parking spaces for residents' use for commuter parking at the property located at 47 West Barclay Street, Hicksville, New York; and

WHEREAS, by Resolution No. 414-2021, adopted on July 13, 2021, authorized the Supervisor, or his designee, to execute the most recent Agreement with 25 NB, LLC, for the use of the lot located at 47 West Barclay Street, Hicksville, New York, for the period from January 1, 2021 through December 31, 2021, nunc pro tunc from January 1, 2021, for an annual fee of \$50,439.34, payable at a monthly rate of \$4,134.37, for the period from January 1, 2021 through July 31, 2021, and at a monthly rate of \$4,299.75, for the period from August 1, 2021 through December 31, 2021; and

WHEREAS, while the Town is currently acting to acquire the subject property through Eminent Domain Procedure Law, rent is still due and owing from the Town to 25 NB LLC, from January 1, 2022 to the present date, at a monthly amount of \$4,299.75 for the Town's use and occupancy of the premises; and

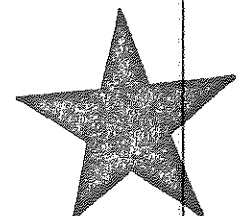
WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated May 4, 2022, recommended that the Town Board authorize the Comptroller to encumber funds in an amount not to exceed \$51,597.00 to pay 25 NB LLC on a monthly basis, in the amount of \$4,299.34, nunc pro tunc January 1, 2022, until the acquisition by Eminent Domain Procedure Law is completed, and that the Comptroller be authorized to and directed to make payment for same with funds available in Account No. TWN-A-1989-47900-000-0000; and

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are accepted, and the Town Board hereby authorizes the Comptroller to encumber funds in an amount not to exceed \$51,597.00 to pay 25 NB LLC on a monthly basis, in the amount of \$4,299.75, nunc pro tunc January 1, 2022, until the acquisition by Eminent Domain Procedure Law is completed; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. TWN-A-1989-47900-000-0000; and be it further

RESOLVED, That the Town Board hereby authorizes and directs the Town Comptroller to make payment for same, upon the submission of a duly certified claim therefor, after audit.

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WHEREAS, by Resolution No. 702-2008, adopted on July 15, 2008, the Town obtained a license for 65 parking spaces for residents' use for commuter parking at the property located at 47 West Barclay Street, Hicksville, New York; and

WHEREAS, since 2008, the Town has continued to occupy and operate the commuter parking lot at 47 West Barclay Street, Hicksville, New York, under a series of License Agreements; and

WHEREAS, the most recent License Agreement was authorized by Resolution No. 91-2019, adopted on January 29, 2019, for a period of one (1) year, from January 1, 2019 through December 31, 2019, nunc pro tunc, for an annual fee of \$47,250.00; and

WHEREAS, by Resolution No. 70-2020, adopted on January 28, 2020, the Town Board exercised its option to renew the License Agreement, for the period of one (1) year, from January 1, 2020 through December 31, 2020, for an annual fee of \$49,612.50; and

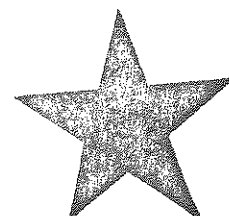
WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated July 13, 2021, advised that 25 NB, LLC, the owner of the lot located at 47 West Barclay Street, Hicksville, New York, has offered to enter into a new License Agreement with the Town for the period from January 1, 2021 through December 31, 2021, for an annual fee of \$50,439.34, payable at a monthly rate of \$4,134.37, for the period from January 1, 2021 through July 31, 2021, and at a monthly rate of \$4,299.75, for the period from August 1, 2021 through December 31, 2021; and

WHEREAS, Frank M. Scalera and Ralph P. Healey, Special Counsel, by said memorandum, recommended that the Town Board authorize the Town Supervisor, or his designee, enter into and execute a License Agreement with 25 NB, LLC, for use of the lot at 47 West Barclay Street, Hicksville, New York, for the period from January 1, 2021 through December 31, 2021, nunc pro tunc from January 1, 2021, for an annual fee of \$50,439.34, payable at a monthly rate of \$4,134.37, for the period from January 1, 2021 through July 31, 2021, and at a monthly rate of \$4,299.75, for the period from August 1, 2021 through December 31, 2021,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town Board hereby authorizes Supervisor, or his designee to enter into and execute a License Agreement with 25 NB, LLC for the use of the lot located at 47 West Barclay Street, Hicksville, New York, for the period from January 1, 2021 through December 31, 2021, nunc pro tunc from January 1, 2021, for an annual fee of \$50,439.34, payable at a monthly rate of \$4,134.37, for the period from January 1, 2021 through July 31, 2021, and at a monthly rate of \$4,299.75, for the period from August 1, 2021 through December 31, 2021; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. Account No. HWY H 5997 20000 000 1804 016; and be it further

Reviewed By  
Office of Town Attorney  
*[Signature]*





RESOLVED, That the Town Board hereby authorizes and directs the Town Comptroller to make payment for same, upon the submission of a duly certified claim therefor, after audit.

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

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

