

John Canning
COMMISSIONER OF HUMAN RESOURCES

APPROVED

Meeting of March 10, 2020

RESOLUTION P-6-2020

WHEREAS, The 2020 Budget, adopted October 29, 2019 established the titles and salaries of officers and employees of the Town of Oyster Bay pursuant to Section 27 of Town Law, and other Local Laws relating to the establishment of Town Departments, and Rules and Regulations governing appointments, etc., of employees; and

WHEREAS, The adoption of said 2020 Budget, on October 29, 2019, was by a Resolution of the Town Board; and

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

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

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

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

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
009-20	CYS	\$30,000.00	CYS A 7020 44800 000 0000
		\$30,000.00	TO CYS A 7020 45100 000 0000
	CYS	\$5,000.00	FROM CYS A 7020 47660 000 0000
		\$5,000.00	TO CYS A 7020 21000 000 0000
010-20	PKS	\$1,660.00	FROM PKS A 7110 46300 000 0000
		\$1,660.00	TO PKS A 7110 47300 000 0000
011-20	DPW	\$24,000.00	FROM DPW A 1640 41230 000 0000
		\$24,000.00	TO DPW A 1640 44900 000 0000
012-20	DPS	\$10,000.00	FROM DPS A 3010 41600 000 0000
		\$10,000.00	TO DPS A 3010 25000 000 0000
	DPS	\$10,000.00	FROM DPS A 3010 46320 000 0000
		\$10,000.00	TO DPS A 3010 25000 000 0000

Reviewed By
Office of Town Attorney
John M. Maier

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

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

2A
2-25-2020

1280

TOWN OF OYSTER BAY
Inter-Departmental Memorandum


February 20, 2020

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

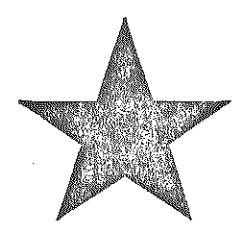
The Department of Community and Youth Services requests Town Board authorization to transfer the following funds:

From:	CYS A 7020 44800 000 0000	Professional Services	\$ 30,000.00
	CYS A 7020 47660 000 0000	Special Events	\$ 5,000.00
To:	CYS A 7020 45100 000 0000	Equipment Rental	\$ 30,000.00
	CYS A 7020 21000 000 0000	Furniture	\$ 5,000.00

The transfer will accommodate the cost of the Department's rental of Carnival Equipment and Furniture needs through December 31, 2020.


Maureen A. Fitzgerald
Commissioner

MAF:iw
cc: Town Attorney (Original +9 copies)



2A

TOWN OF OYSTER BAY
Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner
Department of Parks

DATE: February 24, 2020

SUBJECT: 2020 Transfer of Funds

Town Board authorization is hereby requesting that the Comptroller transfer the following:

FROM:

PKS-A-7110-46300-000-0000	Building, Property Maintenance	\$1,660.00
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TO:

PKS-A-7110-47300-000-0000	Nassau County Health Permit	\$1,660.00
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This transfer is being requested to provide funds necessary for Nassau county health permits.



Joseph G. Pinto
Commissioner



JGP:dim
cc: Town Attorney (+ 9 copies)

2B

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

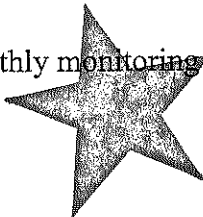
February 24, 2020

TO : MEMORANDUM DOCKET
FROM : RICHARD W. LENZ, P.E., COMMISSIONER OF DPW/HIGHWAY
SUBJECT : AMENDMENT TO THE 2020 OPERATING BUDGET

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

<u>ACCOUNT NO.</u>	<u>OBJECT DESCRIPTION</u>	<u>AMOUNT</u>
<u>FROM:</u>		
DPW A-1640-41230-000-0000	PARTS	\$ 24,000.00
<u>TO:</u>		
DPW A-1640-44900-000-0000	OTHER CONTRACTS	\$ 24,000.00

This transfer is necessary to provide sufficient funds in order to pay GPS monthly monitoring for the Highway Department.




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

MC/RWL/sb
C: Robert Tassone, Storekeeper I
Town Attorney (Original & 9 Copies)

22

TOWN OF OYSTER BAY

Inter-Departmental Memo

February 27, 2020

TO: Memorandum Docket
FROM: Justin McCaffrey, Commissioner, Department of Public Safety
Subject: TRANSFER OF FUNDS

Town Board authorization is hereby requested for the following transfer of funds:

FROM:
DPS A 3010 41600 000 0000
MATERIALS AND SUPPLIES
\$10,000.00

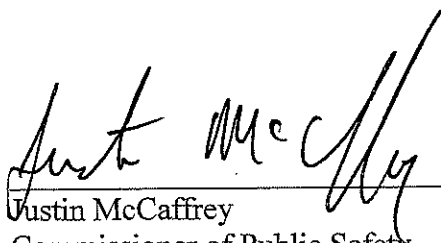
TO:
DPS A 3010 25000 000 0000
GENERAL EQUIPMENT
\$10,000.00

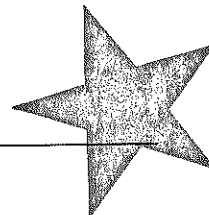
The above transfer is necessary to properly record fixed assets in accordance with town policy.

FROM:
DPS A 3010 46320 000 0000
INSTALL/REMOVE NAVIGATIONAL AIDS
\$10,000.00

TO:
DPS A 3010 25000 000 0000
GENERAL EQUIPMENT
\$10,000.00

The above transfer is necessary to properly record fixed assets in accordance with town policy.


Justin McCaffrey
Commissioner of Public Safety



C: Town Attorney (9)
Comptroller's Office

WHEREAS, by Resolution No. 340-2016, adopted on June 21, 2016, the Town Board authorized the Supervisor to enter into an agreement with Zoda, LLC d/b/a Mad Science of Long Island, P.O Box 401, Woodmere, New York 11598, to provide youth science enrichment camp programs, for the period from July 1, 2016 through June 30, 2017, with the option of five (5) one (1) year mutually agreed upon extensions; and

WHEREAS, by Resolution No. 366-2017, adopted on June 20, 2017, The Town Board authorized the Supervisor or his designee to exercise the first one (1) year extension option, from July 1, 2017 through June 30, 2018, under the same terms and conditions of the original agreement, except that the licensing fee to be paid to the Town was increased from 12% to 15% for the period July 1, 2017 to June 30, 2018; and

WHEREAS, by Resolution No. 362-2018, adopted on May 22, 2018, The Town Board authorized the Supervisor or his designee to exercise the second one (1) year extension option, from July 1, 2018 through June 30, 2019, under the same terms and conditions of the existing agreement, at the previously increased, and current, licensing fee of 15%; and

WHEREAS, by Resolution No. 211-2019, adopted on March 26, 2019, The Town Board authorized the Supervisor or his designee to exercise the third one (1) year extension option, from July 1, 2019 through June 30, 2020, under the same terms and conditions of the existing agreement, at the current licensing fee of 15%; and

WHEREAS, Jessica Alfieri, owner, Chief Mad Scientist of Zoda LLC, d/b/a Mad Science of Long Island, by letter dated February 4, 2020, requested to extend said agreement for an additional year, from July 1, 2020 through June 30, 2021, under the same terms and conditions of the existing agreement, at the licensing fee of 15%; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated February 12, 2020, requested Town Board authorization to exercise the fourth one-year extension from July 1, 2020 through June 30, 2021, under the same terms and conditions of the existing agreement, at the current licensing fee of 15% for the period July 1, 2020 to June 30, 2021, and further requested that the Supervisor and/or his designee be authorized to execute said agreement,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby accepted and approved, and the Supervisor and/or his designee, is hereby authorized to exercise the fourth extension option with Zoda, LLC d/b/a Mad Science of Long Island, P.O Box 401, Woodmere, New York 11598, to provide youth science enrichment camp programs, for the period from July 1, 2020 through June 30, 2021, under the same terms and conditions of the existing agreement, and that the licensing fee will remain at 15%.

-#-

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

4

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner of Parks

DATE: February 12, 2020

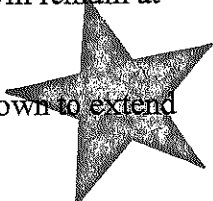
SUBJECT: Contract Extension for the Summer Camp Program- Zoda, LLC. d/b/a Mad Science of Long Island

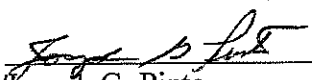
Pursuant to Resolution No. 340-2016, dated June 21, 2016, the Town Board authorized the Supervisor to enter into a one (1) year contract from July 1, 2016 through June 30 2017, with five (5), one (1) year mutually agreed upon extension options with Zoda, LLC. d/b/a Mad Science of Long Island. The purpose of this agreement is to provide youth science enrichment and similar camp programs that best utilize the buildings and amenities at various Town facilities.

By resolution, the agreement has been previously extended three times, with the most current extension expiring June 30, 2020.

By letter dated February 4, 2020 (attached) Jessica Alfieri, owner and Chief Mad Scientist of Zoda, LLC. d/b/a Mad Science of Long Island, has requested to extend said agreement for the fourth time, for one year from July 1, 2020 through June 30, 2021, under the terms and conditions of the current agreement, including the licensing fee which will remain at 15%.

Therefore, it is respectfully requested that the Town Board authorize the Town to extend this agreement for one (1) year as outlined above.




Joseph G. Pinto
Commissioner

Attachments

Cc: Town Attorney (original with 9 copies)



MAD SCIENCE OF LONG ISLAND

P.O. Box 401 - Woodmere, NY 11598-0401
Tel: (516) 620-6768 Fax: (516) 214-0388
E-Mail: info@madscienceli.org
www.MadScienceLi.org

February 4th, 2020

Commissioner Joseph G. Pinto
Town of Oyster Bay
977 Hicksville Rd.
Massapequa, NY 11758

RE: Agreement dated June 21, 2016 between the Town of Oyster Bay and Zoda LLC, d/b/a Mad Science of Long Island

Dear Commissioner Pinto,

Mad Science of Long Island hereby gives notice that it wishes to exercise the option to extend the RE Agreement for one year, from July 1st, 2020 to (and including) June 30th, 2021, in accordance with clause 32 of the Agreement. This extension will be subject to the same terms and conditions outlined in the Agreement, with the exception of the payment to the Town. Said payment was changed in June 2017 from 12% to 15% and this extension will maintain the 15% payment.

We also hereby confirm that the information contained in the disclosure form filed with the Town is still correct.

For your reference, I'm attaching Mad Science's proposed schedule and price grid for the 2020 camp season. We would appreciate the Town letting us know of any scheduling conflicts with any of the parks, so we can make the necessary adjustments and avoid later changes that may affect your residents' plans for camp.

Please feel free to contact me at the telephone number below if you need any further information.

Yours sincerely,

Jessica Alfieri

Owner & Chief Mad Scientist
Mad Science of Long Island
516-620-6768 ext 113
jessica@madscienceli.org



ZODALLC-01

PATRA36

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/12/2019

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 Hyiant - Toledo 811 Madison Ave. Toledo, OH 43604	CONTACT NAME Karen Frasier PHONE (419) 724-1954 FAX (419) 724-1954 E-MAIL karen.frasier@hyiant.com ADDRESS	INSURER(S) AFFORDING COVERAGE INSURER A Philadelphia Indemnity Ins Co NAC # 18058 INSURER B INSURER C INSURER D INSURER E INSURER F
INSURED Zoda, LLC dba Mad Science of Long Island P.O. Box 491 Woodmere, NY 11598		

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 LTS	TYPE OF INSURANCE	(ADDL SUBR) INSO WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		PHPK2022742	9/23/2019	9/23/2020	EACH OCCURRENCE \$ 1,000,000 CLAIMS TO BE PAID \$ 300,000 PREMIUMS (per occurrence) \$ 15,000 MED. EXP. (per one person) \$ 1,000,000 PERSONAL & ADV. INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG. \$ 500,000 Abuse/Molestat \$ 1,000,000 COMBINED SINGLE LIMIT (per accident) \$ 1,000,000 BODILY INJURY (per person) \$ BODILY INJURY (per accident) \$ PROPERTY DAMAGE (per accident) \$ UMBRELLA LIAB \$ EXCESS LIAB \$ DED. RETENTIONS \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N N/A ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in N.Y.) If yes, describe under DESCRIPTION OF OPERATIONS below
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY		PHPK2022742	9/23/2019	9/23/2020	BODILY INJURY (per person) \$ BODILY INJURY (per accident) \$ PROPERTY DAMAGE (per accident) \$ UMBRELLA LIAB \$ EXCESS LIAB \$ DED. RETENTIONS \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N N/A ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in N.Y.) If yes, describe under DESCRIPTION OF OPERATIONS below
	<input checked="" type="checkbox"/> UMBRELLA LIAB					EACH OCCURRENCE \$ AGGREGATE \$ DED. RETENTIONS \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N N/A ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in N.Y.) If yes, describe under DESCRIPTION OF OPERATIONS below
	<input checked="" type="checkbox"/> EXCESS LIAB					EACH OCCURRENCE \$ AGGREGATE \$ DED. RETENTIONS \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N N/A ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in N.Y.) If yes, describe under DESCRIPTION OF OPERATIONS below
	<input checked="" type="checkbox"/> RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$ DED. RETENTIONS \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N N/A ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in N.Y.) If yes, describe under DESCRIPTION OF OPERATIONS below
	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					EACH OCCURRENCE \$ AGGREGATE \$ DED. RETENTIONS \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N N/A ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in N.Y.) If yes, describe under DESCRIPTION OF OPERATIONS below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required; Proof of Insurance.

CERTIFICATE HOLDER

CANCELLATION

Town of Oyster Bay
877 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

ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Town of Oyster Bay	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

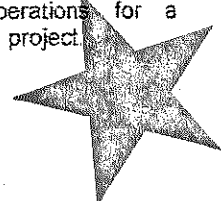
However:

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

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



Reviewed By
Office of Town Attorney

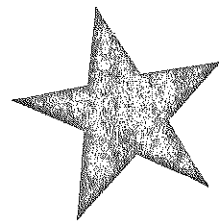
C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

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



WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated February 12, 2020, requested Town Board authorization to establish the attached 2020 Fee Schedule, Rules and Regulations for the Town of Oyster Bay beaches, beach parking, launching ramps and the Joseph J. Saladino Memorial Marina at TOBAY,

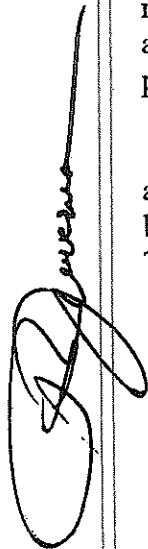
NOW, THEREFORE, BE IT RESOLVED, That the Town Board hereby approves the attached 2020 Fee Schedule, Rules and Regulations for the Town of Oyster Bay beaches, beach parking, launching ramps and the Joseph J. Saladino Memorial Marina at TOBAY, and authorizes the Department of Parks to establish and collect said fees.

-#-

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



4

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

To: Memorandum Docket

From: Joseph G. Pinto, Commissioner of Parks

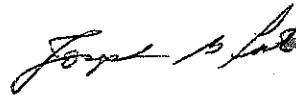
Date: February 12, 2020

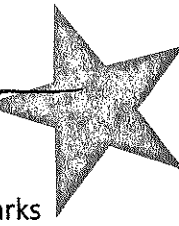
Subject: 2020 Summer Beach, Ramp and Joseph J. Saladino Memorial Marina at Tobay Operation and Fee Schedule

The Department of Parks requests Town Board approval to implement the attached 2020 Summer Beach, Ramp and Joseph J. Saladino Memorial Marina at Tobay operation and fee schedule.

Under section two, Town of Oyster Bay Parking Fees, procedure and requirements have changed for the issuance of the senior beach ID card and S. S. C/Disabled beach ID cards. This is being done to not only ensure that the residents of the Town of Oyster Bay are able to obtain these ID cards easier, but also to make the process more efficient.

All fee schedules remain unchanged and dates have been changed to coincide with the 2020 calendar.


Joseph G. Pinto
Commissioner of Parks



JGP:gv
Attachments
Cc: Town Attorney (+9 copies)
Gabrielle Pontillo, Finance, Department of Parks

2020 SUMMER BEACH, RAMP AND JOSEPH J. SALADINO MEMORIAL MARINA AT TOBAY OPERATION AND FEE SCHEDULE

1. Beaches

Centre Island Beach-Town of Oyster Bay residents and non-residents.
Charles E. Ransom Beach-Town of Oyster Bay residents and non-residents.
Harry Tappen Beach-Town of Oyster Bay residents and non-residents.
Theodore Roosevelt Memorial Park / Beach-Town of Oyster Bay residents only.
Philip B. Healey Beach at Florence Avenue-Town of Oyster Bay residents only.
Stehli Beach-Town of Oyster Bay residents only.
Tobay Beach- Town of Oyster Bay residents, non-residents permitted Monday through Friday (excluding holidays).

2. Town of Oyster Bay Parking Fees

RESIDENT

Parking Type	Fee
Seasonal car and motorcycle	\$60.00
Seasonal Volunteer Fire Department	\$30.00
Seasonal Auxiliary Police Member	\$30.00
Seasonal Auxiliary Coast Guard	\$30.00
Seasonal Active Military	\$30.00
Seasonal Military Veteran	\$30.00
Daily Admission (no season sticker)	\$20.00
Daily Admission (Ransom only)	\$10.00
Senior Citizen (with TOB ID card)	NO FEE
Disabled Persons/Social Security Act (with TOB ID card)	NO FEE

Volunteer fire department/auxiliary police members/auxiliary United States Coast Guard must present valid proof of active membership and current vehicle registration in his/her name to the Beach Division's main office to obtain a special permit form. Permit form may be presented to the gate attendant at any Town beach selling seasonal beach stickers. The volunteer fire department must be within the Town of Oyster Bay and the member(s) must reside in the Town of Oyster Bay.

Veterans wishing to obtain said discount must present a copy of an honorable discharge certificate, DD form 214, New York State driver's license stating veteran or a membership card from any recognized veterans' organization. Active military service personnel seeking said discount must present their current military identification card. This identification is to be brought along with vehicle registration to the main Beach

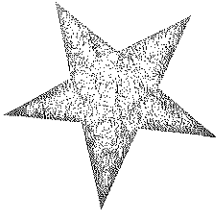
Town of Oyster Bay Parking Fees-continued

office to obtain a special permit form. Permit form may be presented to the gate attendant at any Town beach selling season beach stickers.

Motor homes, RVs, campers and any other vehicle that takes up more than one stall are prohibited from obtaining a seasonal/daily parking permit. This does not include those vehicles that have a trailer hitched as those are permitted at facilities with launching ramps.

NON-RESIDENT

LOCATION	FEE
Centre Island	
Daily Admission-Monday through Friday	\$50.00
Daily Admission-Saturdays, Sundays, Holidays	\$60.00
Ransom	
Daily Admission	\$10.00
Tappen	
Seasonal car and motorcycle	\$120.00
Seasonal Volunteer Fire Department	\$60.00
Seasonal Auxiliary Police Member	\$60.00
Seasonal Auxiliary Coast Guard	\$60.00
Seasonal Active Military	\$60.00
Seasonal Military Veteran	\$60.00
Daily Admission (no season sticker)	\$60.00
Senior Citizen (with NYS identification)	NO FEE
Disabled Persons/Social Security Act (with Medicare Card or similar)	NO FEE
Tobay	
Seasonal Active Military	\$60.00
Seasonal Military Veteran	\$60.00
Seasonal Wantagh Fire Department	\$60.00
Daily Admission-Monday through Friday (excluding holidays)	\$50.00



Volunteer fire department/auxiliary police members/auxiliary United States Coast Guard must present valid proof of active membership and current vehicle registration in

Town of Oyster Bay Parking Fees-continued

his/her name at Tappen Beach to obtain a seasonal sticker that is valid at Tappen only. Active members of the Wantagh Fire Department must present their valid proof of membership along with their current vehicle registration in his/her name at the main Beach Office to obtain a special permit to obtain a seasonal beach sticker for Tobay only.

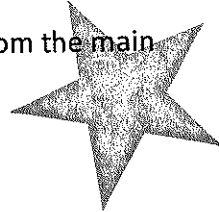
Veterans wishing to obtain said discount must present a copy of an honorable discharge certificate, DD form 214, New York State driver's license stating veteran or a membership card from any recognized veterans' organization. Active military service personnel seeking said discount must present their current military identification card. This identification is to be brought along with vehicle registration to the main Beach office to obtain a special permit form to bring to Tobay Beach only. Those who are obtaining a Tappen only pass, must bring the above mentioned information to Tappen Beach.

BUS PERMITS

1. Non-profit organizations based within the Town of Oyster Bay, a fee of \$150.00 per bus, per season. Proof on non-profit status, such as a 501c required.
2. All other organizations based within the Town of Oyster Bay, a fee of \$150 per bus, per day.
3. No charge shall be made for programs sponsored by the Town of Oyster Bay or school districts located within the Town.

The following guidelines pertain to the issuance of bus permits:

- Organizations must have a minimum of 75% of participants residing in the Town.
- Permits are limited to Mondays thru Thursdays, except for Holidays.
- One camp/program permitted per day, with a maximum of five (5) buses for TOBAY beach only.
- All permits are to be issued on a first come first serve basis from the main Beach office.



TOWN OF OYSTER BAY EMPLOYEES

Town of Oyster Bay employees required to be at any of the beach locations who drive their personal cars to their respective job site will be admitted pursuant to the rules and regulations as established by the Commissioner of Parks.

Town of Oyster Bay Parking Fees-continued

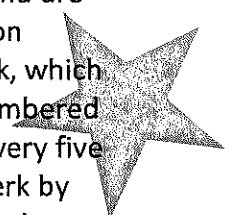
Food concession employees will be admitted pursuant to the rules and regulations as established by the Commissioner of Parks.

SENIOR CITIZENS/DISABLED PERSONS

Senior citizens, 60 years or older, upon presentation of proof (NYS Photo ID and Town of Oyster Bay tax bill, lease agreement and two utility bills or for those who live with their children, Town of Oyster Bay tax bill, a preprinted Federal Tax Return document, bank statement and a major bill/statement), shall be issued a senior citizen's beach ID card, which shall be issued by the Town Clerk and be of a photo-laminated type, numbered and contain an expiration date for the cost of \$30.00 plus photo fee. Every five years, holders of this card must verify their residency with the Town Clerk by presentation of either Town of Oyster Bay tax bill or lease agreement and two utility bills. Once verification is made an updated ID card will be issued and charged the appropriate reprint fee. Once the senior moves out of the Town of Oyster Bay or becomes deceased, the card becomes invalid. This ID card shall be showed at the toll gate for entry within any Town of Oyster Bay beach facility at no additional fee as long as the card holder is present in the vehicle.

Disabled Persons, who are residents of the Town of Oyster Bay, and have a permanent disability as certified in writing by a physician, may obtain a permanently disabled person's identification card, which shall be issued by the Town Clerk and be of a photo-laminated type, numbered and contain an expiration date for the cost of \$30.00 plus photo fee. Every five years, holders of this card must verify their residency with the Town Clerk by presentation of either Town of Oyster Bay tax bill or lease agreement and two utility bills. Once verification is made an updated ID card will be issued and charged the appropriate reprint fee. Once the disabled person moves out of the Town of Oyster Bay or becomes deceased, the card becomes invalid. This ID card shall be showed at the toll gate for entry within any Town of Oyster Bay beach facility at no additional fee as long as the card holder is present in the vehicle.

Disabled persons who are residents of the Town of Oyster Bay and are receiving disability insurance benefits under the Social Security Act, upon presentation of proof, may obtain a S. S. C. ID card from the Town Clerk, which shall be issued by the Town Clerk and be of a photo-laminated type, numbered and contain an expiration date for the cost of \$30.00 plus photo fee. Every five years, holders of this card must verify their residency with the Town Clerk by presentation of either Town of Oyster Bay tax bill or lease agreement and two utility bills. Once verification is made an updated ID card will be issued and charged the appropriate reprint fee. Once the disabled person moves out of the Town of Oyster Bay or becomes deceased, the card becomes invalid. This ID



card shall be showed at the toll gate for entry within any Town of Oyster Bay beach facility at no additional fee as long as the card holder is present in the vehicle.

REPLACEMENT/TEMPORARY PASSES

Returned leased vehicle/vehicles sold- Before returning/selling your vehicle, please remove the sticker from the vehicle and place the pieces in a safe place. Bring your new vehicle with the same license plate and the original sticker to the location you purchased it from and they will issue you a replacement free of charge.

Long term vehicle repairs or accident-You must bring the following documents to the main Beach office for a temporary pass;

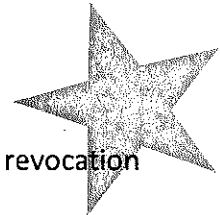
- Letter from mechanic stating the vehicle is currently in their possession, anticipated time of completion, and identifying the vehicle by make, model, and license plate
- Photo of the sticker on the vehicle
- Information for temporary vehicle

3. Dates and Hours of Operations

Tobay, Centre Island, Healey and Roosevelt Beaches will be open for weekends only beginning, Saturday May 23, 2020. All beach locations will be open seven (7) days per week Saturday, June 20, 2020 and close 6:00 pm, Monday, September 7, 2020. The hours of operations for fee collection are 8:00 am to 4:00 pm, with the exception of Tobay beach which will remain open no later than 6:00 pm for collection. Upon the discretion of the Commissioner of Parks, he/she reserves the right to amend the dates and hours of operations.

4. Revocation of Beach Sticker

A violation of the rules and regulations set forth will cause immediate revocation of all beach privileges and removal of beach sticker from vehicle.



5. Launching Ramps – Locations and Parking Fees

John J. Burns Park

		<u>Fee</u>
Residents:	seasonal sticker	\$65.00
	daily-no sticker	\$20.00
	resident senior	NO Fee
Non-Residents:	seasonal sticker	\$150.00
	daily-no sticker	\$40.00
Commercial		\$400.00

Theodore Roosevelt Ramp

Residents:	seasonal sticker	\$65.00
	daily-no sticker	\$20.00
	resident senior	NO Fee
Non-Residents:	daily vehicle/trailer	\$100.00
Commercial		\$400.00

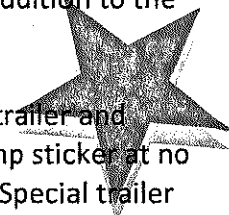
Harry Tappen Ramp

Residents:	seasonal sticker	\$65.00
	daily-no sticker	\$20.00
	senior seasonal	NO Fee
Non-Residents:	seasonal sticker	\$130.00
	daily-no sticker	\$40.00
	senior seasonal	NO Fee
Commercial		\$400.00

1. Dates for ramp fee collection will be from Saturday, May 23, 2020 through Monday, September 7, 2020.

2. Seasonal trailer stickers and daily trailer fees are required in addition to the payment of all beach parking fees when applicable.

3. Senior citizens 60 years or older, upon proof of ownership of trailer and presentation of Senior ID card, shall be issued their seasonal ramp sticker at no fee. The trailer may be owned by the senior or his/her spouse. Special trailer pass forms must be obtained from the Town Clerk's Office or the main Beach office by seniors whose spouse owns the trailer.



6. Joseph J. Saladino Memorial Marina

Marina facilities will be restricted to boat owners or lessees of boats who reside in the Town of Oyster Bay and who submit proof of such ownership and residency to the Parks Department main office except hereinafter stated. When, for maintenance reasons electrical service is not available at the slip, the fee for the slip may be adjusted by the Commissioner of Parks.

Residents

Entry Card	Fee
One (1) to twenty-five (25) feet	\$65.00
Twenty-six (26) to thirty-one (31) feet	\$75.00
Over thirty-one (31) feet	\$90.00

Entrance Fee - No Entry Card

One (1) to over thirty-one (31) feet	\$50.00
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Daily Slip Rental

Saturdays, Sundays, and Holidays

One (1) to twenty-five (25) feet	\$30.00 per day
Twenty-six (26) to thirty-one (31) feet	\$35.00 per day
Over thirty-one (31) feet	\$40.00 per day

Monday through Friday excluding Holidays

One (1) to twenty-five (25) feet	\$15.00 per day
Twenty-six (26) to thirty-one (31) feet	\$20.00 per day
Over thirty-one (31) feet	\$25.00 per day

Senior - Monday through Friday excluding Holidays

One (1) to twenty-five (25) feet	\$7.50 per day
Twenty-six (26) to thirty-one (31) feet	\$10.00 per day
Over thirty-one (31) feet	\$12.50 per day

"A" dock-no overnights

Boats under twenty-five (25) feet	\$20.00 per day
Jet Ski/WaveRunner	\$10.00 per day

Non-Residents - Monday through Thursday (excluding Holidays) only

Entrance Fee

One (1) to over thirty-one (31) feet	\$100.00
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Daily Slip Rental

One (1) to twenty-five (25) feet	\$30.00 per day
Twenty-six (26) to thirty-one (31) feet	\$40.00 per day
Over thirty-one (31) feet	\$80.00 per day

Joseph J. Saladino Memorial Marina-continued

"A" dock-no overnights

Boats under twenty-five (25) feet	\$25.00 per day
Jet Ski/ WaveRunner	\$15.00 per day

1. One or more boat slips may be reserved for emergency purposes or other uses as directed by the Commissioner of Parks.
2. Non-residents will be permitted use of the facilities, if available, from 9 a.m. Monday to 9 a.m. Friday, except holidays and the day before a holiday, during the period from Saturday, May 9, 2020 through Sunday, September 20, 2020.
3. One boat slip will be allocated to the County of Nassau for the use of a Nassau County police boat, without payment of fee for one year.
4. Two boat slips will be allocated to the United States Coast Guard Auxiliary Flotilla 13-2 Massapequa, NY, for the promotion of safety in the maintenance operation, and navigation of small craft, without payment of daily fee for the year of 2020. A Coast Guard Auxiliary sign must be displayed. Slip assignments will be made by the Commissioner of Parks and may change periodically at the discretion of the Commissioner of Parks.
5. The official boating season for fee collection will be from Saturday, May 9, 2020 through Sunday, September 20, 2020 and all Fridays, Saturdays, Sundays, during the period of September 25, 2020 through October 25, 2020. Entry cards will be honored during this period. During the in-water boat show the Marina will be closed (actual dates of boat show to be determined). Sections of the Marina may be closed for the Supervisor's Waterfront Festival.
6. All boats and boating equipment docked, berthed, located or left at Town facilities are so left at the sole risk of the owner of said boats or equipment. Permission to dock, berth or locate such property is conditioned upon the owner's acceptance of said risk. All boat and boating equipment owners are reminded to obtain adequate insurance before making use of Town facilities.
7. Senior slip rental rates apply to those residents 60 years or older whose name appears as the owner on the vessel registration.

8. Town rules, regulations and ordinances have been promulgated to create fairness among the members of the boating public. Violators of these rules,

Joseph J. Saladino Memorial Marina-continued

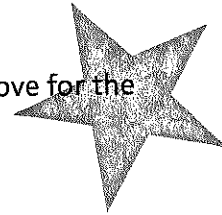
regulations and ordinances will be subject to revocation of the license pursuant to these conditions and denied the use of all Town facilities.

9. All requests for refunds of fees must be made in writing and submitted to the Department of Parks. All refunds will be subject to the approval of the Commissioner of Parks.

8. Bicycles –Tobay Beach

Bicycle riding from the east or west part of the New York State Ocean Parkway Bikeway prohibited within the facility. All bicyclists must walk their bikes through the parking lot to these entrances.

The Commissioner of Parks reserves the rights to amend any of the above for the benefit and safety of operations.



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 premises located at 21 Oakley Avenue, Massapequa, New York 11758, also known as Section 66, Block 119, Lots 1 to 5 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank Scalera, Chief Deputy Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated January 31, 2020, pursuant to Section 96-19 of the Code of the Town of Oyster Bay, have requested that the cost of securing the premises on September 13, 2019, in the amount of \$3,814.53, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank Scalera, Chief Deputy Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated January 31, 2020, 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 \$3,814.53 may be assessed by the Legislature of the County of Nassau against the parcel known as 21 Oakley Avenue, Massapequa, New York 11758, also known as Section 66, Block 119, Lots 1 to 5 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

Reviewed By
Office of Town Attorney
Ralph P. Healey

6

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: January 31, 2020

SUBJECT: Property Cleanup Assessment
21 Oakley Avenue, Massapequa, New York 11758
Section 66, Block 119, Lots 1 to 5

By the emergency powers granted to the Department of Planning and Development, the Highway Department secured the premises of the house located at 21 Oakley Avenue, Massapequa, New York 11758, also known as Section 66, Block 119, Lots 1 to 5 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated October 8, 2019, advised that the property was secured by a crew from the Highway Department on September 13, 2019. The cost incurred by the Town of Oyster Bay was \$3,814.53.

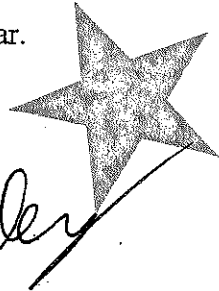
Pursuant to Section 96-19 of the Code of the Town of Oyster Bay, which allows the Town to be reimbursed for the cost of the work performed, the Highway Department has requested that the cost of said work be referred to the County of Nassau for placement on the Nassau County Tax Assessment Rolls.

Kindly place this matter on the Town Board Action Calendar.

OFFICE OF THE
TOWN ATTORNEY



Ralph P. Healey
Special Counsel



RPH:aml
Attachments
Town Attorney (w/9 copies)

TOWN OF OYSTER BAY

Inter-Departmental Memo

August 6, 2019

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU
Through: ELIZABETH L. MACCARONE: COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 21 Oakley Ave. Massapequa, NY 11758
SBL: 66-119-1 to 5

Notice of Violation No. 00752 was issued to the owner of the above-referenced premises on 9/3/2019 for property non-maintenance, in violation of Section 96-9 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 Section 96-9, I am directing that:

- The grass and vegetation be cut.
- Board-up the broken window

Pursuant to the provisions of Section 96-13 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:tc

cc: Joseph Nocella, Town Attorney



Town of Oyster Bay
Department of Planning and Development
Town Hall - 74 Andrey Avenue
Oyster Bay, New York 11771
(516) 624-6260
FAX (516) 624-6240
www.oysterbaytown.com

ELIZABETH L. MACCARONE
COMMISSIONER

TIMOTHY R. ZIKE
DEPUTY COMMISSIONER

JAMES McCAFFREY
DEPUTY COMMISSIONER

September 11, 2019

Mr. Alvin Jones
21 Oakley Ave
Massapequa, New York 11758

RE: PREMISES: 21 Oakley Ave., Massapequa, New York 11758
SECTION 66 BLOCK 119 LOT 1

Dear Property Owner:


Inspections of the above-referenced property have revealed that the premises has not been maintained in accordance with the provisions of Section 135-52 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. No. 00752 (copy attached) has been served on 9/3/19. 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 thereof.

Further, the premises will be inspected every ten (10) days thereafter. If the premises continues not to be maintained and the conditions are found to violate the provisions of the code, the Highway Department will be directed to perform subsequent maintenance with no further notice to you concerning the violations, nor additional time to correct such violations.

Very truly yours,

ELIZABETH L. MACCARONE
COMMISSIONER


Michael Esposito, Bureau Chief
Code Compliance Division


ELM:ME:tc
Enclosure

THIS INDENTURE, made the 9th day of May, nineteen hundred and ninety-four
BETWEEN HAZEL A. CUMBERBATCH a/k/a HAZEL CUMBERBATCH MARTIN a/k/a
HAZEL A. MARTIN, residing at 21 Oakley Ave., E. Massapequa, NY 11758

party of the first part, and ALVIN JONES and JOYCE THOMPSON JONES, his wife, residing at
48 Monroe Street, Farmingdale, NY 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 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 known as at Amityville, Town of Oyster Bay, County of Nassau and State of New York, known and designated as and by Lots 1 to 5, both inclusive, in Block F, on a certain map entitled "Map of Polo Park, situated near Amityville, Long Island, NY, developed by Sunrise Subdivision Corporation, 161-10 Jamaica Ave., Jamaica, NY S.B. Bowne, Engineer, Mineola, NY, May 22, 1926" and filed in the Office of the Clerk of the County of Nassau May 26, 1926 as Map No. 605, Case No. 3641.

Sec. 66
Block 119
Lots 1 to 5

Premises known as 21 Oakley Ave., East Massapequa, NY 11758.
The subject premises were devised by Will of Bernice Cumberbatch to Selwyn S. Cumberbatch, Byron L. Cumberbatch, Oswald H. Cumberbatch, Jr., and Hazel A. Cumberbatch (the grantor herein) each as to a 25% interest therein, as reflected in a deed dated March 6, 1982 recorded in the Nassau County Clerk's Office on 3/22/82 at liber 9397, p. 389. Selwyn S. Cumberbatch and Byron L. Cumberbatch have conveyed their interests in the subject premises to the grantor herein by deed dated 3/1/90 and recorded in the Nassau County Clerk's Office on 5/23/90 at liber 10068 p. 625. Oswald H. Cumberbatch Jr. conveyed his interest in the premises to the grantor herein by deed dated March 16, 1990 and recorded 5/23/90 in the Nassau County Clerk's Office at liber 10068 p. 627. The grantor herein is therefore the sole fee owner of the premises and makes this conveyance to the grantees herein, her sister and brother in law, out of love and affection, and without consideration, subject to a first mortgage on said premises presently held by Greenpoint Savings Bank, which mortgage was placed on the premises in or about February 1990 by the grantor herein, in the original face amount of approximately \$65,000.00.

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:

Hazel A. Martin
HAZEL A. MARTIN, a/k/a HAZEL A. CUMBERBATCH, a/k/a
HAZEL CUMBERBATCH MARTIN

STATE OF NEW YORK, COUNTY OF SUFFOLK

On the 9th day of May 19 94, before me personally came HAZEL A. MARTIN a/k/a HAZEL A. CUMBERBATCH, a/k/a HAZEL CUMBERBATCH MARTIN

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed the same.

[Signature]

Notary

KIM S. SPICCIATE
Notary Public, State of New York
No. 30-4854266
Qualified in Suffolk County
Commission Expires March 3, 1996

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the of

, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came

the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No.

that he knows

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

BARGAIN AND SALE DEED
WITH COVENANT AGAINST GRANTOR'S ACTS
Title No.

HAZEL A. MARTIN, et al.

TO

ALVIN JONES and JOYCE THOMPSON JONES
his wife

SECTION 66

BLOCK 119

LOT 1-5 inclusive

COUNTY OR TOWN Oyster Bay

Recorded at Request of COMMONWEALTH LAND
TITLE INSURANCE COMPANY

RETURN BY MAIL TO:

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS

Distributed by



COMMONWEALTH LAND
TITLE INSURANCE COMPANY

BLUMBERG-CHEKIDSS
FITZ GIBBONS & BLUMBERG
330 Broadway, Suite 1
Amityville, NY 11701-2710

Zip No.

RESERVE THIS SPACE FOR USE BY RECORDING OFFICE

AL

Town of Oyster Bay
Inter- Departmental Memo

October 8, 2019

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

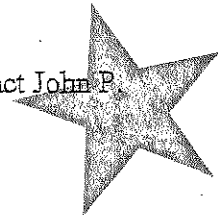
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

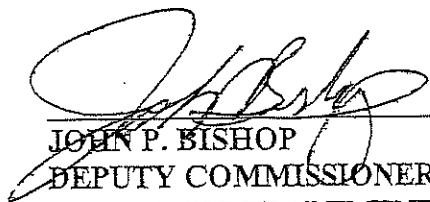
SUBJECT: 21 OAKLEY AVENUE, MASSAPEQUA
CLEAN-UP + Board up

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 \$3,814.53.

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

RECEIVED
OCT 10 2019
TOWN OF OYSTER BAY

Enc. T & M sheet

CLEAN - UP 21 OAKLEY AVENUE, MASSAPEQUA TO P & D



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (66-119-1) 21 OAKLEY AVE MASSAPEQUA 11758

Date Sep 13, 2019

Work Order # 63616

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
PATRICK PETERS	General Maintenance	04:00	\$29.53	00:00	0	\$118.12
DONALD CHANDLER	General Maintenance	04:00	\$45.86	00:00	0	\$183.44
RICHARD JULIANO	General Maintenance	01:00	\$43.19	00:00	0	\$43.19
DERRICK SCOTT	General Maintenance	04:00	\$41.25	00:00	0	\$165.00
JOHN STERGIOPOULOS	General Maintenance	03:00	\$24.86	00:00	0	\$74.58
JEFFREY VAN NOSTRAND	General Maintenance	04:00	\$44.64	00:00	0	\$178.56
NICOLAS CAMMARANO	General Maintenance	03:00	\$24.96	00:00	0	\$74.88
JOHN KOZIKOWSKI	General Maintenance	04:00	\$34.02	00:00	0	\$136.08
MICHAEL F FITZPATRICK	General Maintenance	04:00	\$19.23	00:00	0	\$76.92
Total Labor						\$1050.77

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
TD667	PICK-UP TRUCK 2009 FORD F-250 YW (22 / 022)	\$79.00	04:00	\$316.00
TD683	TRUCK DUMP 2010 FORD F-350 YW (T-225) - Power Wagons	\$105.00	01:00	\$105.00
TD689	TRUCK DUMP 2010 INTER 7300 YW (T-201 / T-202)- 6 Wheeler	\$131.00	03:00	\$393.00
TD692	TRUCK DUMP 2010 FORD F-350 YW (T-215) - Power Wagons	\$105.00	01:00	\$105.00
TD703	TRUCK DUMP 2011 FORD F350 YELLO (T-195) - Power Wagons	\$105.00	03:00	\$315.00
TD738	TRUCK DUMP 2016 DODGE RAM 3500 POWER WAGON (T-275)	\$105.00	04:00	\$420.00
TU052	TRUCK UTILITY 2012 FORD F-350 YW (RR911)	\$79.00	04:00	\$316.00
Total Equipment				\$1970.00

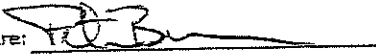
Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Tipping Fee (per ton)	\$87.51	0.5	\$43.76
Total Materials			\$793.76

Grand Total \$3814.53

Description of Work:

clean up 21 oakley ave mass

Signature: 
Name: Peter Brown
Title: Director of Highway Operations
Date: Oct 7, 2019

Meeting of March 10, 2020

Resolution No. 179-2020

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 6, 2019, authorized the Highway Department to clean up the premises located at 21 Maple Street, Massapequa, New York 11758, also known as Section 57, Block 182, Lot 49 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank Scalera, Chief Deputy Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated February 10, 2020, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on August 12, 2019, in the total amount of \$1,177.07, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank Scalera, Chief Deputy Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated February 10, 2020, 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 \$1,177.07 may be assessed by the Legislature of the County of Nassau against the parcel known as 21 Maple Street, Massapequa, New York 11758, also known as Section 57, Block 182, Lot 49 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

Reviewed By
Office of Town Attorney
Ralph P. Healey

9

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: February 10, 2020


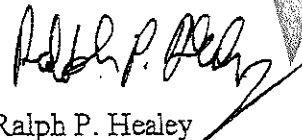
SUBJECT: Property Cleanup Assessment
21 Maple Street, Massapequa, New York 11758
Section 57, Block 182, Lot 49

The Department of Planning and Development, by memorandum dated August 6, 2019, directed the Highway Department to clean the premises located at 21 Maple Street, Massapequa, New York 11758, also known as Section 57, Block 182, Lot 49 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated August 14, 2019, advised that the property was cleaned by a crew from the Highway Department on August 12, 2019. The cost incurred by the Town of Oyster Bay was \$1,177.07.

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.

OFFICE OF THE
TOWN ATTORNEY



Ralph P. Healey
Special Counsel

RPH:aml
Attachments
cc: Town Attorney (w/9 copies)

Aug. 7, 2019 3:42PM

No. 0779 P. 1

2019-7468

TOWN OF OYSTER BAY

Inter-Departmental Memo
August 6, 2019

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU
Through: ELIZABETH L. MACCARONE: COMMISSIONER OF
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 21 Maple Street Massapequa, NY 11758
SBL: 57-182-49

Nov. (No.00367) was issued to the owner of the above-referenced premises 7/25/2019 for property non-maintenance, in violation of Section 135.52 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 Section 135.54
I am directing that:

- The grass and vegetation be cut.

Pursuant to the provisions of Section 135.54(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/js

cc: Joseph Nocella, Town Attorney

THIS INDENTURE, made the 27th day of February nineteen hundred and fifty-three

BETWEEN

MICHAEL JOSEPH LAIENWARD and ANTOINETTE A. LAIENWARD, his wife, both residing at 90 Irene Street, Lindenhurst, New York,

party of the first part, and

VINCENT W. SAVONA and AGNES A. SAVONA, his wife, both residing at 283 Nassau Road, Roosevelt, New York,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of

One (\$1.00) dollars,

lawful money of the United States, 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, their heirs and assigns forever.

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in Massapequa, Town of Oyster Bay, County of Nassau, State of New York known and designated on a certain Map entitled "Map of property of Queens Land and Title Co., at MASSAPEQUA, L.I. Section A", surveyed in 1905 by Alvin C. Smith, C.E. on January 6th, 1906 under file No. 278, New No. 2051 as and by lots numbered 1126, 1127 and 1128 in Block 12, and being more particularly bound and described as follows:

BEGINNING at a point on the Northerly side of Maple Street distant Three hundred eighty (380) feet Easterly from the corner formed by the intersection of the Northerly side of Maple Street with the Easterly side of Seaford Avenue; running thence Northerly at right angles to the Northerly side of Maple Street One Hundred (100) feet; thence EASTERLY parallel with the Northerly side of Maple Street Sixty (60) feet; thence SOUTHERLY and again at right angles to the Northerly side of Maple Street One hundred (100) feet to the Northerly side of Maple Street; thence WESTERLY along the Northerly side of Maple Street Sixty (60) feet to the point or place of beginning.

Noted by Ver. by Int. Block Section

DEED 5167 PAGE 523

AND the party of the first part, in compliance with Section 13 of the Lien Law, hereby 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.

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

IN PRESENCE OF: Michael Joseph Saiennaro
Antoinette A. Saiennaro

State of New York
STATE OF NEW YORK, COUNTY OF

SS.:

On the 27th day of February, nineteen hundred and fifty-three
before me personally came Michael Joseph Saiennaro

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

Captain J. J. Rice over USMC
Long Island - 1st. Lieut.
1st. Lieut. - 1st. Lieut. USMC - 1st. Lieut.

STATE OF NEW YORK, COUNTY OF Kings

SS.:

On the 12th day of March, nineteen hundred and fifty-three
before me personally came ANTOINETTE A. SAIENARO

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed the same.

William P. Lozito

WILLIAM P. LOZITO
NOTARY PUBLIC, STATE OF NEW YORK
No. 22-2414730 Qual. in Suffolk County
Cert. Filed in Kings Co. CN's & Reg. Off.
COMMISSION EXPIRES MARCH 30, 1958

DEED 5167 PAGE 524



DEPARTMENT OF THE NAVY
HEADQUARTERS UNITED STATES MARINE CORPS
WASHINGTON 25, D. C.

IN REPLY REFER TO
DGM-357-pf
20 Mar 1953

TO WHOM IT MAY CONCERN

This is to certify that F. Y. Dill
before whom the signature of Michael Joseph Iannaro
on the attached document was acknowledged, was, at the time such acknowledgment was taken, a duly commissioned Captain
acting as such, and serving on active duty in the United States Marine Corps and was Legal Officer aboard the USS ROCKWELL at sea, and was authorized to administer oaths in accordance with Public Law 506, 81st Congress.
To certify that the undersigned has compared the signature of F. Y. Dill on the attached document with his known signature upon original records on file in the Headquarters, Marine Corps, and believes that his signature on the attached document is genuine.

The undersigned has been designated by the Secretary of the Navy to make the above certification.



[Signature]
Head, Records Service Section
Records Branch, Personnel Department, U. S. Marine Corps

Furnished to:
William P. Dorito
Counselor at Law
150 Little East Neck Road
West Babylon, New York

STAT

On the
before

to me

that

of

the

said

order

STAT

State of New York
County of Kings
I, FRANCIS

MAR 25 1953
FILE NO.

MICHAEL JOSEPH IANNAO et
al.,

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

Town of Oyster Bay
Inter- Departmental Memo

August 14, 2019

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

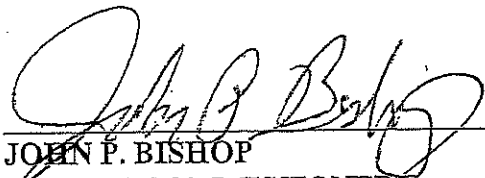
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: 21 MAPLE STREET, MASSAPEQUA
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 \$1,177.07.

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

RECD TOWN ENGINEER
15 AUG 21 2019

CLEAN - UP 21 MAPLE STREET, MASSAPEQUA TO P & D

**MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION**

Location (57-182-49) 21 MAPLE ST MASSAPEQUA 11758

Date Aug 12, 2019

Work Order # 62465

Labor Costs

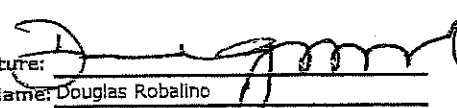
Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
DONALD CHANDLER	General Maintenance	01:00	\$45.86	00:00	0	\$45.86
DERRICK SCOTT	General Maintenance	01:00	\$41.25	00:00	0	\$41.25
NICOLAS CAMMARANO	General Maintenance	01:00	\$24.96	00:00	0	\$24.96
Total Labor						\$112.07

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
TD667	PICK-UP TRUCK 2009 FORD F-250 YW (22 / 022)	\$79.00	01:00	\$79.00
TD682	TRUCK DUMP 2010 FORD F-350 YW (T-205) - Power Wagons	\$105.00	01:00	\$105.00
TD690	TRUCK DUMP 2010 INTER 7300 YW (T-241)- 6 Wheeler	\$131.00	01:00	\$131.00
Total Equipment				\$315.00

Materials

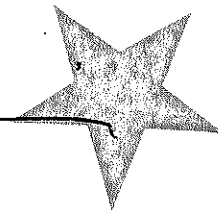
Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Total Materials			\$750.00

Grand Total \$1177.07Description of Work:
CLEAN UP 21 MAPLE STREET MSSignature: 

Name: Douglas Robalino

Title: Director of Highway Operations

Date: Aug 14, 2019



WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated October 17, 2019, authorized the Highway Department to clean 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; and

WHEREAS, Frank Scalera, Chief Deputy Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated January 31, 2020, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on November 7, 2019, in the total amount of \$7,024.91, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank Scalera, Chief Deputy Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated January 31, 2020, 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 \$7,024.91 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.

- # -

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

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

Reviewed By
Office of Town Attorney
Ralph P. Healey

70

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: January 31, 2020

SUBJECT: Property Cleanup Assessment
18 Melissa Lane, Old Bethpage, New York 11804
Section 47, Block 99, Lot 18

The Department of Planning and Development, by memorandum dated October 17, 2019, directed the Highway Department to clean 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. (See attached copy of Property Card). The Highway Department has, by memorandum dated November 8, 2019, advised that the property was cleaned by a crew from the Highway Department on November 7, 2019. The cost incurred by the Town of Oyster Bay was \$7,024.91.

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.

OFFICE OF THE
TOWN ATTORNEY



Ralph P. Healey
Special Counsel

RPH:aml
Attachments
cc: Town Attorney (w/9 copies)

2019-7477

TOWN OF OYSTER BAY

Inter-Departmental Memo

October 17, 2019

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU
Through: ELIZABETH L. MACCARONE: COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 18 Melissa Ln., Old Bethpage 11804
SBL: 47-99-18

Notice of Violation No. 00894 was issued to the owner of the above-referenced premises on 10/11/2019 for property non-maintenance, in violation of Section 135.52 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 Section 135.54, I am directing that:

- The grass and vegetation be cut. Remove fallen and falling tree limbs in rear yard.

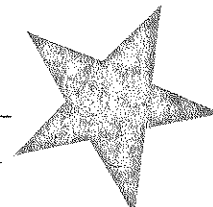
Pursuant to the provisions of Section 135.54(C) of the code, the Town is entitled to be reimbursed for the cost of the work performed by assessment against the owner. In addition, please notify us by fax, the date and time cleanup is completed. Please proceed accordingly.

ELIZABETH L. MACCARONE
COMMISSIONER
BY:


MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU


ME:tc

cc: Joseph Nocella, Town Attorney



RECEIVED TOWN OF OYSTER BAY
OCT 22 2019



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

October 17, 2019

Ms. Cynthia Mirabel
18 Melissa Lane
Old Bethpage, New York 11804

RE: PREMISES: 18 Melissa Lane, Old Bethpage, New York 11801
SECTION 47 BLOCK 99 LOT 18

Dear Property Owner:

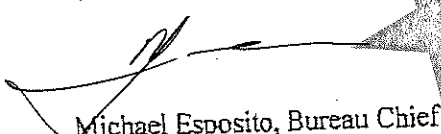
Inspections of the above-referenced property have revealed that the premises has not been maintained in accordance with the provisions of Section 135-52 of the Code of the Town of Oyster Bay, based in part from the overgrown grass and weeds on the property.


Please be advised that N.O.V. No. 00894 (copy attached) has been served on 10/11/19. 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 thereof.

Further, the premises will be inspected every ten (10) days thereafter. If the premises continues not to be maintained and the conditions are found to violate the provisions of the code, the Highway Department will be directed to perform subsequent maintenance with no further notice to you concerning the violations, nor additional time to correct such violations.

Very truly yours,

ELIZABETH L. MACCARONE
COMMISSIONER


Michael Esposito, Bureau Chief
Code Compliance Division


ELM:ME:tc
Enclosure

AUG 12 1958

SECTION 47		BLK. 99	LDT. 6	ADDRESS 18 MELISSA LANE	CARD NO.	ASSESSMENT SUMMARY
PROPERTY DESCRIPTION				REMARKS		
1960 CONSTR				ADDITIONED 1990		LAND 5.25
29						BLDG.
40						TOTAL
29						LAND 12.20
40						BLDG 6000
29						TOTAL 7200
40						LAND 1220
29						BLDG 6075
40						TOTAL 7300
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Town of Oyster Bay
Inter- Departmental Memo

November 8, 2019

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

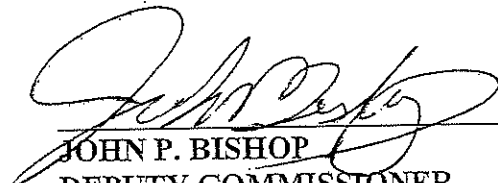
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: 18 MELISSA LANE, OLD BETHPAGE
CLEAN-UP

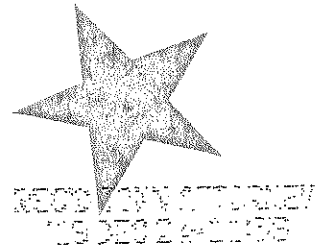
Attached please see "Miscellaneous Highway Cleanup Costs" incurred by the Highway Department. These charges are for the services provided, to rectify the violation by the property owner of the address listed above.

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$7,024.91.

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 18 MELISSA LANE, OLD BETHPAGE TO P & D



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

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

Date Nov 7, 2019

Work Order # 64890

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
MICHAEL ZEREBAK	General Maintenance	04:00	\$25.11	00:00	0	\$100.44
PETER LLOYD	General Maintenance	04:00	\$43.19	00:00	0	\$172.76
MICHAEL SOLOMON	General Maintenance	04:00	\$23.75	00:00	0	\$95.00
JEFFREY CARTER	General Maintenance	04:00	\$39.61	00:00	0	\$158.44
CHRISTOPHER MADDEN	General Maintenance	04:00	\$24.86	00:00	0	\$99.44
MICHAEL RIGCARDO	General Maintenance	04:00	\$47.21	00:00	0	\$188.84
JASON WAHL	General Maintenance	04:00	\$31.60	00:00	0	\$126.40
PAUL HARABEDIAN	General Maintenance	04:00	\$23.75	00:00	0	\$95.00
RAYMOND SWIERKOWSKI	General Maintenance	04:00	\$30.05	00:00	0	\$120.20
Total Labor						\$1156.52

Tools/Vehicle

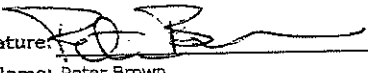
Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
BH014	COMPACT EXCAVATOR 2011 DERE 50D BL	\$168.00	04:00	\$672.00
PU437	PICK UP 2012 FORD F250 TAN (8 / 008)	\$79.00	04:00	\$316.00
PU444	PICK UP 2012 FORD F350 YELLO (21 / 021)	\$79.00	04:00	\$316.00
SK010	SKID LOADER 2012 TAKEU TL240 GR/WH	\$26.00	04:00	\$104.00
TD550	TRUCK DUMP 2004 INTL 7400 YW (PT979) -10 Wheeler	\$93.00	04:00	\$372.00
TD597	TRUCK DUMP 2006 INTL 7400 YW (PT989) -10 Wheeler	\$93.00	04:00	\$372.00
TD606	TRUCK DUMP 2007 FORD F-350 YW (T-155) - Power Wagons	\$105.00	04:00	\$420.00
TD635	TRUCK DUMP 2008 FORD F350 YW (T275 / T-275) - Power Wagons	\$105.00	04:00	\$420.00
TD709	TRUCK DUMP 2012 INTER 7400 YW (T-109) -10 Wheeler	\$93.00	04:00	\$372.00
TD714	TRUCK DUMP 2012 INTER 7300 YW (T-251)- 6 Wheeler	\$131.00	04:00	\$524.00
Total Equipment				\$3888.00

Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Tipping Fee (per ton)	\$87.51	14.06	\$1230.39
Total Materials			\$1980.39

Grand Total \$7024.91

Description of Work:
CLEAN UP 18 MELISSA LANE OBP

Signature: 
Name: Peter Brown
Title: Director of Highway Operations
Date: Nov 8, 2019

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 windows, that had been compromised, on the premises located at 116 Thorne Drive, Bethpage, New York 11714, also known as Section 47, Block D, Lot 120 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank Scalera, Chief Deputy Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated January 29, 2020, 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 3, 2019, in the amount of \$930.13, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank Scalera, Chief Deputy Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated January 29, 2020, 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 \$930.13 may be assessed by the Legislature of the County of Nassau against the parcel known as 116 Thorne Drive, Bethpage, New York 11714, also known as Section 47, Block D, Lot 120 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: January 29, 2020

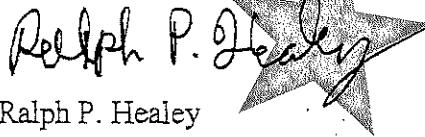
SUBJECT: Property Cleanup Assessment
116 Thorne Drive, Bethpage, New York 11714
Section 47, Block D, Lot 120

By the emergency powers granted to the Department of Planning and Development, the Highway Department secured the premises of the house located at 116 Thorne Drive, Bethpage, New York 11714, also known as Section 47, Block D, Lot 120 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated October 16, 2019, advised that the property was secured by a crew from the Highway Department on October 3, 2019. The cost incurred by the Town of Oyster Bay was \$930.13.

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.

OFFICE OF THE
TOWN ATTORNEY



Ralph P. Healey
Special Counsel

RPH:aml
Attachments
Town Attorney (w/9 copies)

2019-7425

Dave Ryan

From: Ken Bishop
Sent: Thursday, October 03, 2019 8:06 AM
To: Dave Ryan
Subject: FW: Emergency Board-up

DAN-

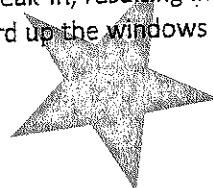
SENT JEFF V
TO BOARD UP 10-3-19
NEED SERVICE ORDER
FROM KEN BISHOP
TO CLOSE OUT.

Please send Jeff

From: Wendy McCloy
Sent: Wednesday, October 02, 2019 1:08 PM
To: Ken Bishop
Cc: Michael Esposito
Subject: Emergency Board-up

DOUG
002

Inspector Kevin Conway is currently at a property at 116 Thorne Drive, Bethpage and is reporting a break-in, resulting in several broken windows. Code Enforcement is asking that you send personnel to the location to board up the windows that have been compromised.
Thank you.



Wendy McCloy
Code Enforcement Bureau
Town of Oyster Bay
74 Audrey Avenue
Oyster Bay, New York 11771
(516) 624-6200 Ext. 6255

THIS INDENTURE, made the 19th day of January, nineteen hundred and ninety nine

BETWEEN

Gennaro J. Scarpati, residing at

231 JONKINS AVE
YONKERS, NY 10703

party of the first part, and

Margaret A. Murphy, residing at

116 Thorne Drive
Bethpage, New York 11714

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 at Bethpage, Town of Oyster Bay, County of Nassau and State of New York, being more particularly bounded and described as follows:

Beginning at a point on the northeasterly side of Thorne (Central Park Avenue) Drive distant 298.21 feet southeasterly from the corner formed by the intersection of the northeasterly side of Thorne (Central Park Avenue) Drive with the southeasterly side of Styrmus Avenue;

Running Thence North 45 degrees 27 minutes 10 seconds East 200.00 feet;

Thence South 44 degrees 00 minutes East 80.00 feet;

Thence South 45 degrees 27 minutes 10 seconds West 200.00 feet to the northeasterly side of Thorne (Central Park Avenue) Drive;

Thence northwesterly along the northeasterly side of Thorne (Central Park Avenue) Drive North 44 degrees 00 minutes West 80.00 feet to the point or place of Beginning.

SUBJECT TO UTILITY easement of record.

SUBJECT TO Mortgage dated April 2, 1993.

BEING THE SAME PREMISES conveyed to Margaret A. Murphy and Gennaro J. Scarpati by deed dated April 2, 1993 and recorded on Liber 10302 page 0678.

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 incumbered in any way whatever, except as aforesaid.

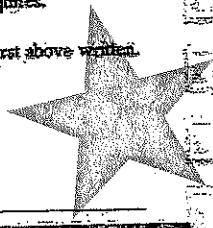
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of 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:

[Signature] [Signature]



AL

Town of Oyster Bay
Inter- Departmental Memo

October 16, 2019

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

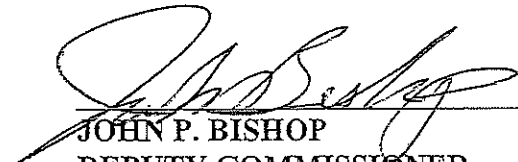
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: 116 THORNE DRIVE, 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.

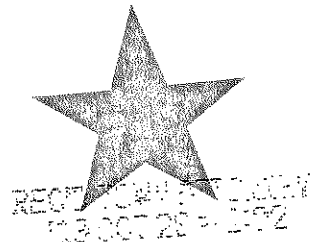
In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$930.13.

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 116 THORNE DRIVE, BETHPAGE TO P & D



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED
UNDER ROAD RESTORATION

Date Oct 3, 2019

Location (47-D-120) 116 THORNE DR BETHPAGE 11714

Work Order # 64343

Labor Costs		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
Employee's Name						
RUBEN FOURNIER	General Maintenance	01:00	\$35.84	00:00	0	\$35.84
JEFFREY VAN NOSTRAND	General Maintenance	01:00	\$44.64	00:00	0	\$44.64
Total Labor						\$80.48

Tools/Vehicle		Description	Rate per Hour	Hours	Line Cost
Tool/Vehicle					
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 \$930.13

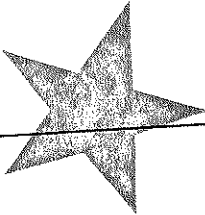
Description of Work:
BOARD UP 116 THORNE DRIVE BP

Signature:

Name: Peter Brown

Title: Director of Highway Operations

Date: Oct 16, 2019



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, as ordered by a Justice of the Supreme Court, to demolish the premises located at 116 Thorne Drive, Bethpage, New York 11714, also known as Section 47, Block D, Lot 120 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank Scalera, Chief Deputy Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated February 10, 2020, pursuant to Section 96-19 of the Code of the Town of Oyster Bay, have requested that the cost of demolishing the premises on November 2, 2019, in the amount of \$54,611.22, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank Scalera, Chief Deputy Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated February 10, 2020, 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 \$54,611.22 may be assessed by the Legislature of the County of Nassau against the parcel known as 116 Thorne Drive, Bethpage, New York 11714, also known as Section 47, Block D, Lot 120 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

Reviewed By
Office of Town Attorney
Ralph P. Healey

12

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: February 10, 2020

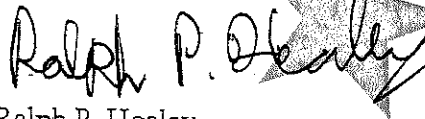
SUBJECT: Property Cleanup Assessment
116 Thorne Drive, Bethpage, New York 11714
Section 47, Block D, Lot 120

By the emergency powers granted to the Department of Planning and Development, the Highway Department, of the Town of Oyster Bay, as ordered by a Justice of the Supreme Court, demolished the premises located at 116 Thorne Drive, Bethpage, New York 11714, also known as Section 47, Block D, Lot 120 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated December 5, 2019, advised that the property was demolished by a crew from the Highway Department on November 2, 2019. The total cost incurred by the Town of Oyster Bay was \$54,611.22.

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.

OFFICE OF THE
TOWN ATTORNEY



Ralph P. Healey
Special Counsel

RPH:aml
Attachments
Town Attorney (w/9 copies)

2019-7475

THIS INDENTURE, made the 19th day of ^{February}~~January~~, nineteen hundred and ninety nine

BETWEEN

Gennaro J. Scarpati, residing at

231 TOMKINS AVE
YONKERS, NY 10703

party of the first part, and

Margaret A. Murphy, residing at

115 Thorne Drive
Beltsage, New York 11714

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 Beltsage, Town of Oyster Bay, County of Nassau and State of New York, being more particularly bounded and described as follows:

Beginning at a point on the northeasterly side of Thorne (Central Park Avenue) Drive distant 298.41 feet southeasterly from the corner formed by the intersection of the northeasterly side of Thorne (Central Park Avenue) Drive with the southeasterly side of Styrmus Avenue;

Running Thence North 45 degrees 27 minutes 10 seconds East 200.00 feet;

Thence South 44 degrees 00 minutes East 80.00 feet;

Thence South 45 degrees 27 minutes 10 seconds West 200.00 feet to the northeasterly side of Thorne (Central Park Avenue) Drive;

Thence northwesterly along the northeasterly side of Thorne (Central Park Avenue) Drive North 44 degrees 00 minutes West 80.00 feet to the point or place of Beginning.

SUBJECT TO UTILITY easement of record.

SUBJECT TO Mortgage dated April 2, 1993

BEING THE SAME PREMISES conveyed to Margaret A. Murphy and Gennaro J. Scarpati by deed dated April 2, 1993 and recorded on Liber 10302 page 0678.

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 incumbered in any way whatsoever, 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:

Margaret A. Murphy

Gennaro J. Scarpati

Short Form Order

NEW YORK SUPREME COURT - NASSAU COUNTY

Present: Honorable DICCIA T. PINEDA-KIRWAN
Justice

1A PART 30

-----X
In the Matter of the Application of THE TOWN
OF OYSTER BAY,

Index No.: 606369/19
Motion Date: 10/10/19
Motion Cal. #: 20
Seq. No.: 2

Petitioner(s),

-against-

MARGARET MURPHY and L&L ASSOCIATES
HOLDING CORP.,

Respondent(s).

For an Order Pursuant to Chapters 96 and 135
of the Town Code of the Town of Oyster Bay
sounding in Declaratory and Injunctive Relief.

-----X
The following numbered papers read on this motion by petitioner for a declaration that a certain structure is
a nuisance, and directing the structure be demolished and removed.

PAPERS

NUMBERED

Second Amended Notice of Motion-Affidavits-Exhibits.... EF 21 - 33, 35-36

Upon the foregoing cited papers, the petition for an Order pursuant to Oyster
Bay Town Code §96-16 declaring the structure on the property located at 116 Thorne Drive,
Bethpage, New York to be a nuisance and pursuant to Oyster Bay Town Code §96-16
directing the structure on the property located at 116 Thorne Drive, Bethpage, New York
(the Premises) be demolished, taken down and removed, is determined as hereinafter
provided:

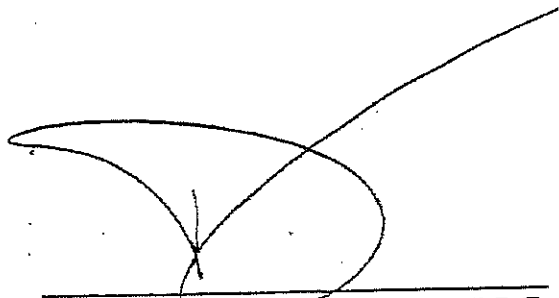
This proceeding was initially brought by order to show cause and petition
seeking, among other things, a search warrant to conduct a survey of the Premises pursuant
to Section 2 of Chapter 96 of the Oyster Bay Town Code, to determine if the Premises was
a public nuisance and should be demolished. By order dated July 26, 2019, petitioner's
application was granted to the extent of allowing petitioner to conduct a survey. The survey

was conducted on August 8, 2019, by a registered architect, who noted numerous building code violations and dangerous conditions, and recommended that the Premises be demolished in accordance with Oyster Bay Town Code § 96-16.

Petitioner subsequently withdrew this proceeding as against respondent L&L Associates Holding Corp., without prejudice.

Based upon the foregoing, the petition for an Order pursuant to Oyster Bay Town Code §96-16 declaring the structure on the property located at 116 Thorne Drive, Bethpage, New York to be a nuisance and pursuant to Oyster Bay Town Code §96-16, directing the structure on the property located at 116 Thorne Drive, Bethpage, New York be demolished, taken down and removed, is granted.

Date: October 17, 2019


DICCIA T. PINEBA-KIRWAN, J.S.C.

ENTERED

OCT 21 2019

NASSAU COUNTY
COUNTY CLERK'S OFFICE

CSB

Town of Oyster Bay
Inter- Departmental Memo

December 5, 2019

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

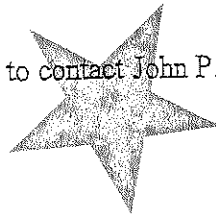
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

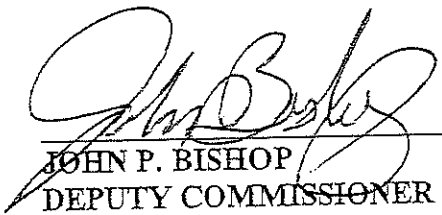
SUBJECT: 116 THORNE DRIVE, BETHPAGE
HOUSE TAKE DOWN

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 \$40,832.47 as per the attached back-up.

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

RECEIVED
TOWN OF OYSTER BAY
DECEMBER 10 2019

House demo 116 THORNE DRIVE, BETHPAGE TO P & D

ADDRESS / LOCATION					
116 THORN DR					
BETHPAGE					
WORK ORDER # 64923					
DATE COMPLETED :		11/1/2019			
LABOR	REGULAR HRS.	RATE	HRS		
AJAMIAN	9AM - 3:00PM	\$45.56	6	\$273.35	
BROWN	9AM - 3:00PM	\$41.77	6	\$250.60	
CALAMIA	9AM - 3:00PM	\$25.56	6	\$153.37	
CHADWICK	9AM - 3:00PM	\$45.16	6	\$270.95	
GIORDANO	9AM - 3:00PM	\$29.95	6	\$179.72	
GRANDINE	9AM - 3:00PM	\$53.22	6	\$319.31	
GUARNINO	9AM - 3:00PM	\$45.78	6	\$274.70	
HIGGINS	9AM - 3:00PM	\$36.45	6	\$218.72	
LLOYD	9AM - 3:00PM	\$43.19	6	\$259.12	
PFEIFER	9AM - 3:00PM	\$57.04	6	\$342.24	
RICCARDO	9AM - 3:00PM	\$47.21	6	\$283.24	
SCOTT, D.	9AM - 3:00PM	\$41.25	6	\$247.50	
WAHL	9AM - 3:00PM	\$31.60	6	\$189.58	
				\$2,989.05	
EQUIPMENT	COMPUTER #	RATE	HRS		
PICK UP	PU438	\$79.00	6	\$474.00	
SUV	BR119	\$79.00	7	\$553.00	
EXCAVATOR	BH013	\$168.00	6	\$1,008.00	
SKID STEER	SK010	\$26.00	6	\$156.00	
TRAILER	TR205	\$105.00	6	\$630.00	
10 WHEELER	TD751	\$93.00	6	\$558.00	
10 WHEELER	TD698	\$93.00	6	\$558.00	
10 WHEELER	TD550	\$93.00	6	\$558.00	
10 WHEELER	TD641	\$93.00	6	\$558.00	
10 WHEELER	TD674	\$93.00	6	\$558.00	
10 WHEELER	TD597	\$93.00	6	\$558.00	
10 WHEELER	TD746	\$93.00	6	\$558.00	
10 WHEELER	TD708	\$93.00	6	\$558.00	
TRACTOR TRAILER RENTAL		\$350.00	3	\$1,050.00	
				\$8,335.00	

ADDRESS / LOCATION					
116 THORN DR					
BETHPAGE					
WORK ORDER #					
DATE COMPLETED :	11/2/2019				
LABOR	REGULAR HRS.	RATE	HRS		
AJAMIAN					
BROWN	7:00AM - 3:00PM	\$45.56	8	\$364.47	
CALAMIA	7:00AM - 3:00PM	\$41.77	8	\$334.13	
DADE	7:00AM - 3:00PM	\$25.56	8	\$204.49	
SCOTT, D.	7:00AM - 3:00PM	48.30	8	\$386.40	
GIORDANO	7:00AM - 3:00PM	\$29.95	8	\$239.60	
GUARINO	7:00AM - 3:00PM	\$47.78	8	\$382.24	
HIGGINS	7:00AM - 3:00PM	\$36.45	8	\$291.60	
HOUGHTON	7:00AM - 3:00PM	\$28.31	8	\$226.50	
PFEIFER	7:00AM - 3:00PM	\$57.04	8	\$456.32	
WAHL	7:00AM - 3:00PM	\$31.60	8	\$252.80	
				\$3,138.55	
EQUIPMENT	COMPUTER #	RATE	HRS		
PICK UP	PU438	\$79.00	10	\$790.00	
SUV	BR119	\$79.00	10	\$790.00	
EXCAVATOR	BH013	\$168.00	10	\$1,680.00	
SKID STEER	SK010	\$26.00	10	\$260.00	
TRAILER	TR205	\$105.00	10	\$1,050.00	
10 WHEELER	TD751	\$93.00	10	\$930.00	
10 WHEELER	TD698	\$93.00	10	\$930.00	
10 WHEELER	TD550	\$93.00	10	\$930.00	
10 WHEELER	TD641	\$93.00	10	\$930.00	
10 WHEELER	TD674	\$93.00	10	\$930.00	
10 WHEELER	TD597	\$93.00	10	\$930.00	
10 WHEELER	TD746	\$93.00	10	\$930.00	
10 WHEELER	TD708	\$93.00	10	\$930.00	
TRACTOR TRAILER RENTAL		\$350.00	3	\$1,050.00	
				\$13,060.00	
MATERIAL					
ADMINISTRATION FEE		\$750.00	1	\$750.00	
TOP SOIL	YARDS	\$15.00	210	\$3,150.00	
TIPPING FEE		\$87.51	74.23	\$6,495.87	
PEST CONTROL		\$0.00	1	\$514.00	
PHOENIX ENVIRONMENTAL		\$0.00	1	\$2,400.00	
MATERIAL TOTAL				\$13,309.87	
LABOR TOTAL				\$6,127.60	
EQUIPMENT TOTAL				\$21,395.00	
TOTAL				\$40,832.47	



Invoice

Bill to: Town of Oyster Bay Highway Dept.

Remit to: Posillico Materials, LLC

150 Millar Place
Syosset, NY 11791

Accounts Receivable
1750 New Highway
Farmingdale, NY 11735

Move of Komatsu 200

Cust#	DM Reference	Invoice #	Invoice Date	Due Date	Terms
20530		15290	11/9/2019	12/9/2019	Net Due in 30 Day
Month/Trans	Line Description	Material	Unit Price	Quantity	Amount
11/19 311	1 Move of Komatsu 200		0.00	0.00	2,100.00
11/1/19 - 3 Hrs @ \$350 per hr - Lowbed move of Komatsu 200 from TOB yard to Thome St Bathpage					
11/6/19 - 3 Hrs @ \$350 per hr - Lowbed move of Komatsu 200 from Thome Ave Bathpage to TOB yard-					
\$2,100 - total					


Notes:

Total \$2,100.00
Sales Tax
Less Disc
Less Retainage
Total Due \$2,100.00



Posillico Materials, LLC 1750 New Highway, Farmingdale, NY 11735

Phone: 631-249-1572 Fax: 631-391-8449

 TOWN OF OYSTER BAY CLAIM AUDREY AVENUE, OYSTER BAY, NEW YORK 11771		44139 ✓ 8/22/19	TAXPAYER IDENTIFICATION NUMBER FEDERAL ID # <input checked="" type="checkbox"/> SOCIAL SECURITY # <input type="checkbox"/>
CLAIMANT'S NAME Cashin Spinelli & Ferretti, LLC		CONTRACT # PWC	ORDER # 03042
CLAIMANT'S ADDRESS 801 Motor Parkway, Hauppauge, NY 11788		CONTRACT NAME Structural Inspections	
TOWN DEPARTMENT Department of Planning and Development		CLAIMANT INVOICE # 44139	RESO # 728-2018
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: 6 - 116 Thorne Drive		
	CLAIM PERIOD: August 1 - August 31, 2019		
	CONTRACT AUTHORIZATION: \$15,000.00		
	APPROVED INCREASES: 0.00		
	REVISED CONTRACT AUTHORIZATION: \$15,000.00		
	52 % COMPLETE		
	PREVIOUS COST TO DATE: \$ 6,450.00		
	AMOUNT OF CLAIM: \$ 1,360.00		\$1,360.00
	NEW COST TO DATE: \$ 7,810.00		
	TOB ENGINEERING PM INITIALS:		
	TOB ENGINEERING SIGNATURE: <u>Timothy R. Zike, D.C.</u> 8/20/2019		
	Acct # PAD B 3620 44800 000 0000		
THE BELOW CERTIFICATION MUST BE PROPERLY FILLED OUT BY THE CLAIMANT		TOTAL AMOUNT	\$1,360.00
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 <u>One Thousand and Three Hundred Sixty dollars and Zero Cents</u>		CASH DISCOUNT %	
		NET AMOUNT	\$1,360.00
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	<u>Stephen P. Ferretti</u>	Title	Principal
Print or type name	Stephen P. Ferretti	Name of Company	Cashin Spinelli & Ferretti, LLC
I HEREBY APPROVE this claim form for the sum of <u>1360.00</u> for the services, disbursements and materials herein indicated which were actually performed and were for the Town of Oyster Bay.			
Signature	<u>Elizabeth L. McCarroll</u>	Title	Commissioner
Department	PWD	Account	PAD B 3620 44800 000 0000

WHEREAS, Resolution No. 852-2017, adopted on December 12, 2017, authorized LiRo, Engineers, Inc., to proceed with engineering services in connection with Contract No. DP17-167, Engineering Services in connection with the Design, Bid and Construction of the Expansion of Ellsworth W. Allen Park, Town of Oyster Bay, in the total amount of \$513,510.00, in accordance with specifications contained in Contract No. DP7-167; and

WHEREAS, in connection with Contract No. DP17-167, LiRo Engineers, Inc., by letter dated January 27, 2020, has requested an increase in the design engineering phase in the amount of \$125,471.21 and an increase in the construction engineering phase in the amount of \$194,506.52, for a total amount of \$319,977.73, said increases are due to Nassau County DPW Traffic Division requirements that included both additional information/analysis for the traffic signal at the existing park entrance and substantially increased information and analysis to support the warrant for the traffic signal at the intersection of Motor Avenue and Woodward Parkway, the proposed new park entrance. Also requested was a Multi-Purpose Field layout to include turf area "bump outs" for storage of goalposts, redesign the flagpole lighting, and the addition of a water service line to the Maintenance Building. These changes along with the redesign of grades required a construction extension, further inspection and engineering support to the contract; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated February 13, 2020, requested and recommended that LiRo Engineers, Inc., be granted an increase in design engineering phase in the amount of \$125,471.21 and an increase in the construction engineering phase in the amount of \$194,506.52, relative to said engineering services, for a total increase of \$319,977.73, with funds to be drawn from Account No. PKS H 1997 20000 000 1302 001,

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are hereby accepted and approved, and in connection with the ongoing engineering services for Contract No. DP17-167, LiRo Engineers, Inc., is hereby granted an increase in the design engineering phase in the amount of \$125,471.21 and an increase in the construction engineering phase in the amount of \$194,506.52 for a total increase not to exceed \$319,977.73, said funds to be drawn from Account No. PKS H 1997 20000 000 1302 001; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment of same, in accordance with the provisions of Contract No. DP17-167, 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	Abstain
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

13

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

February 13, 2020

TO : MEMORANDUM DOCKET

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


SUBJECT : INCREASE IN ENGINEERING
EXPANSION OF ELLSWORTH W. ALLEN TOWN PARK
CONTRACT NO. DP17-167
ACCOUNT NO. PKS H 1997 20000 000 1302 001
PROJECT ID NO. 1302PKSA-15

Town Board Resolution No. 852-2017 dated December 12, 2017, authorized LiRo Engineers, Inc., to proceed with Engineering Services relative to the Design, Bid and Construction Phases for the above-mentioned contract in the total amount of \$513,510.00.

Attached is a letter from LiRo Engineers, Inc., dated January 27, 2020 concerning an increase in the design engineering phase in the amount of \$125,471.21 and the construction engineering phase in the amount of \$194,506.52. As explained by the consultant, said increase is due to the Nassau County DPW Traffic Division requirements that included both additional information/analysis for the traffic signal at the existing park entrance and substantially increased information and analysis to support the warrant for the traffic signal at the intersection of Motor Avenue and Woodward Parkway, the proposed new park entrance. Also requested was a Multi-Purpose Field layout to include turf area "bump outs" for storage of goalposts, redesign of flagpole lighting, and the addition of a water service line to the Maintenance Building. These changes along with the redesign of grades required a construction extension, further inspection and engineering support to the contract.

Funds are available for this purpose in Account No. PKS H 1997 20000 000 1302 001.

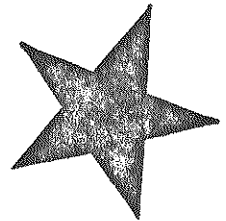
It is hereby requested that the Town Board authorize, by resolution, the above-noted increase in engineering fees relative to the Design Phase in the amount of \$125,471.21 and Construction Phase in the amount of \$194,506.52 for a total amount of \$319,977.73, relative to Engineering Services, Contract No. DP17-167.


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

RWL/JCT/MR/DJH/nm
Attachments

c: Office of the Town Attorney (w/9 copies)
Steven Ballas, Comptroller
Joseph G. Pinto, Commissioner/Parks
Kathy Stefanich, Administration/DPW

DP17-167 LIRO INCREASE IN ENGINEERING





January 27, 2020

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

Subject: Expansion of Ellsworth Allen Park Contract DP17-167
Request for Additional Funds for Engineering Services

Dear Commissioner Lenz:

We appreciate the opportunity to work on this project and look forward to continuing our support with the Town of Oyster Bay. The changes requested by Nassau County DPW Traffic Department, the field conditions, and the additional time for construction inspection required further time to complete this project. LiRo respectfully requests an increase in our Engineering Services Fee in the amount of \$319,977.73.

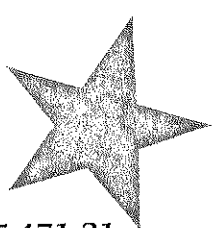
Specifically, this increase is due to the following items:

- A. **TRAFFIC & ENGINEERING DESIGN:** The Expansion of Traffic Counts and Analysis per Nassau County DPW Traffic signal warrant requirements. This effort included both additional information/analysis for the traffic signal at the existing park entrance and substantially increased information and analysis to support the warrant for the traffic signal at the intersection of Motor Ave and Woodward Parkway, the proposed new park entrance. Traffic Signal Timing and Control Design were provided for the new entrance, and 'No Left Turn' Movement at the existing entrance was required and provided to the County. In addition, Nassau County Traffic review comments were provided on a sporadic basis during the past year, requiring LiRo to modify its design drawings multiple times and re-issue these modifications to the field so that construction could continue. Items included but no limited to Multi-Purpose Field layouts to include turf area "bump-outs" for storage of goalposts, addition of flagpole lighting, and the addition of water service to the Maintenance Building.

Traffic & Design Engineering

Role	Rate	Hrs	Cost
Design Engineer I	\$ 46.50	30	\$ 1,395.00
Design Engineer II	\$ 90.15	4	\$ 360.60
Design Engineer III	\$ 93.27	1	\$ 93.27
Design Engineer IV	\$116.76	8	\$ 934.08
Design Engineer V	\$127.47	28	\$ 3,569.16
Design Engineer VI	\$138.00	102	\$14,076.00
Design Engineer VII	\$163.92	27	\$ 4,425.84
Design Engineer VIII	\$165.87	29	\$ 4,810.23
Design Engineer IX	\$174.99	521.5	\$91,257.29
Design PM Mgmt	\$174.99	26	\$ 4,549.74

The workforce requirements and cost for this effort are:
776.5 hours at the cost of


\$125,471.21

B. **EXTENDED CONSTRUCTION INSPECTION AND ENGINEERING SUPPORT:** Due to a construction Extension, further inspection and engineering support was required. The contractor required approximately five weeks to complete changes in the contract work noted above, which primarily involved grade changes to the site as well as numerous other changes. Also, the Contactor required approximately six weeks addressing the changes directed by Nassau County Traffic, as discussed above.

Extension for Construction Support and Inspection			
Role	Rate	Hrs	Cost
Civil Engineer I	\$ 86.70	10.5	\$ 910.35
Civil Engineer II	\$ 87.87	1.1	\$ 96.66
Civil Engineer III	\$ 98.82	12	\$ 1,185.84
Civil Engineer IV	\$100.92	170	\$ 17,156.40
Civil Engineer V	\$108.46	153.25	\$ 16,621.50
Environmental Engineer	\$129.72	141.5	\$ 18,355.38
SWPPs Engineer/Inspection	\$139.83	1	\$ 139.83
Civil Engineer VI	\$173.22	22	\$ 3,810.84
Resident Engineer	\$174.99	715.5	\$ 125,205.35
PM for Construction Mgmt I	\$174.99	63	\$ 11,024.37

The workforce requirements and cost for this effort are:
1,289.85 hours at the cost of

\$194,506.52

Thank you for your consideration of this request. We look forward to the project's successful completion. Should you have any questions, please do not hesitate contact us.



Very Truly Yours,

LiRo ENGINEERS, INC.

Michael Smith, PE
Senior Vice President
516 880 8507

DRAFT

Meeting of December 12, 2017

Resolution No. 852-2017

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated December 5, 2017, advised that on October 25, 2017, the Department of Public Works issued a Request for Proposals for Engineering Services relative to the Design, Bid and Construction of the Expansion of Ellsworth W. Allen Park, in the Town of Oyster Bay, Nassau County, New York, in accordance with the specifications contained in Contract No. DPW17-167; and

WHEREAS, in response to that Request for Proposals, seven (7) responses were timely received by the Department of Public Works; and

WHEREAS, Commissioner Lenz, by said memorandum, stated that after review of the Division of Engineering's preliminary recommendations and in conjunction with the current workload, the Department has selected LiRo Engineers, Inc., to perform the work. The evaluation and selection process was performed in compliance with the requirements of Guideline 9 of the Town of Oyster Bay Procurement Policy. Accordingly, the Department of Public Works requested that the Town Board authorize the Department of Public Works to enter into an agreement with LiRo Engineers, Inc. The Department of Public Works further requested total authorization of \$513,510.00, that \$280,710.00 of the total authorization be encumbered for the Design Phase; \$2,500.00 for the Bid Phase, and \$230,300.00 for the Construction Phase, it was requested that the Comptroller encumber funds relative to the design phase in the total amount of \$280,710.00,

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are accepted and approved, and the Department of Public Works is hereby authorized to enter into Contract No. DPW17-167 with LiRo Engineers, Inc., in the amount of \$280,710.00, in accordance with the provisions thereunder; and be it further

RESOLVED, That funds are available to satisfy the total encumbrance in the amount of \$280,710.00 from Account No. PKS H7197 20000 000 1502 001; and be it further

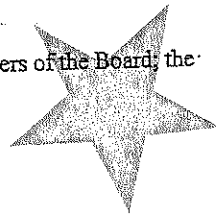
RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same in the total amount of \$280,710.00, upon presentation of a duly certified claim, after audit, and the funds for said payment shall be drawn from account No. PKS H7197 20000 000 1502 001.

-#-

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	Absent
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye

cc: Supervisor (2)
Town Attorney
Comptroller
Public Works



Reviewed By
Office of Town Attorney

WHEREAS, by Resolution No. 854-2017, adopted on December 12, 2017, the Town Board authorized and directed Lockwood Kessler & Bartlett, Inc. to provide on-call engineering services in connection with Contract No. PWC07-18, On-Call Engineering Services Relative to Civil Engineering, for a two-year term, from January 1, 2018 through December 31, 2019; and

WHEREAS, Lockwood Kessler & Bartlett, Inc., by letter dated January 23, 2020, set forth the scope of work performed under Contract No. PWC07-18, in an amount not to exceed \$19,140.00, in connection with providing On-Call Engineering Services including survey, field inspection and grading issues for road restoration throughout the Town of Oyster Bay; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated February 12, 2020, requested Town Board authorization for Lockwood Kessler & Bartlett, Inc., to provide On-Call Engineering Services including survey, field inspection and grading issues for road restoration throughout the Town of Oyster Bay, under Contract No. PWC07-18 as aforesaid, and further requested that the Comptroller be directed to issue an encumbrance order in an amount not to exceed \$19,140.00 for this purpose, and Commissioner Lenz advised that funds in the amount of \$19,140.00, to satisfy said engineering costs are available in Account No. HWY H 5197 20000 000 1903 008,

NOW, THEREFORE, BE IT RESOLVED, that the requests as hereinabove set forth are accepted and approved, and Lockwood Kessler & Bartlett, Inc.'s performance of the aforementioned services in connection with Contract No. PWC07-18, On-Call Engineering Services related to services performed including survey, field inspection and grading issues for road restoration throughout the Town of Oyster Bay, is hereby authorized, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed \$19,140.00, with funds to be drawn from Account No. HWY H 5197 20000 000 1903 008.

-#-

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

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

14

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

February 12, 2020

TO: MEMORANDUM DOCKET

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

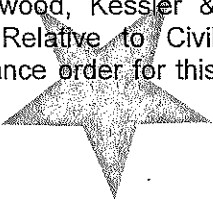
SUBJECT: ON-CALL ENGINEERING SERVICE REQUEST
RELATIVE TO CIVIL ENGINEERING
CONTRACT NO. PWC07-18
ACCOUNT NO.: HWY H 5197 20000 000 1903 008
PROJECT ID. 1903HWYDB-03


The consultant, Lockwood, Kessler & Bartlett, Inc., has been approved by the Commissioner of Public Works to provide Engineering services under On-Call Contract No. PWC07-18 by Resolution No. 854-2017 for the subject project.

Attached is a letter dated January 23, 2020 from Lockwood, Kessler & Bartlett, Inc., regarding the scope of work performed in the amount of \$19,140.00. Services performed include survey, field inspection and grading issues for the Town of Oyster Bay Requirements Contract for Road Restoration.

Attached is an availability of funds in the amount of \$19,140.00 to satisfy said engineering costs from the Director of Finance indicating that funds are available in Account No. HWY H 5197 20000 000 1903 008.

It is hereby requested that the Town Board authorize, by Resolution, Lockwood, Kessler & Bartlett, Inc. under Contract No. PWC07-18, On-Call Engineering Services 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/NCT/MR/DJH/nm

Attachment

cc: Office of the Town Attorney (w/9 copies)
Steven Ballas, Comptroller
John Bishop, Deputy Commissioner/Highway
Kathy Stefanich, Administrative Division/DPW

PWC07-18 DOCKET#2 LKB 2019 ROAD RESTORATION CONTRACT



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



Requesting Division/Department

Highways

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

Contract Number PWC 07-18

Contract Period January 1, 2018 through December 31, 2019

Consultant/Contractor Lockwood, Kessler & Bartlett, Inc.

Discipline Civil Engineering

Total Authorization \$ 669,870.29

Resolution No. 854-2017 Date 12/12/2017

Funded To Date \$ 650,730.29

Amount Requested \$19,140.00

Account To Be Used HWY H5197 2000000 1903008 - 1903 HWY 28-03

If Capital Account, State The Related Contract Number: _____

Description Of Work

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

Funds are required for survey, field inspection and grading issues for the

Town of Oyster Bay Requirements Contract for Road Restoration

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

PUTY COMMISSIONER OF HIGHWAYS

2-7-2020

DPW Approval

Only To Be Executed By The Commissioner

Signature

Title

Date

Commissioner of Public Works

2/10/20

THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

Amount Requested 19,140.00

Unencumbered Balance 495,685.30

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

Yes ☒ No ☐

Signature

Date

2/10/2020



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 1/1/2018

Contract No. PWC 07-18

Contract End 12/31/2019

Commencement Date _____

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

Vendor Name and Address

Lockwood, Kessler & Bartlett, Inc

One Aerial Way

Syosset, NY 11791

Requesting Town Department Highways

Contact Daniel Haas Phone 677-5883

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

Funds are required for survey, field inspection and grading issues

of the Town of Oyster Bay Requirements Contract for the Road Restoration

This work order shall not exceed \$ \$19,140.00

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

Requesting Division/Department

Department Of Public Works Approval

Only To Be Executed By The Commissioner

Signature _____

Signature _____

Title _____

Commissioner of Public Works

Date _____

Date _____

COMMISSIONER OF HIGHWAY

2-7-2020

2/10/20



216.938.0600
www.lkbinc.com

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

January 23, 2020

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 07-18
Request for Additional Funds**

Dear Commissioner Lenz:

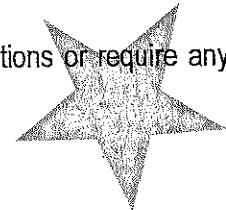
Under our Agreement for On-Call Civil Engineering Services, LKB provided the Town with field inspection along with survey and engineering services, as needed to address localized ponding issues, for the Town's Requirement Contract for Road Restoration. This work was originally authorized under Resolution No. 398-2018. Providing adequate oversight of the resurfacing work performed during this past 2019 construction season required LKB to exceed the allocated budget for this work.

We request additional funds in the amount of \$19,140 be appropriated to allow for LKB to be completely compensated for the construction inspection engineering services provided through the end of 2019.

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

DRAFT

CORRECTED COPY

Meeting of December 12, 2017

Resolution No. 854-2017

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memoranda dated November 27, 2017 and December 4, 2017, advised that on September 27, 2017, the Department of Public Works issued a Request for Proposals for Engineering Services relative to Civil Engineering, in the Town of Oyster Bay, Nassau County, New York, in accordance with the specifications contained in Contract No. PWC07-18; and

WHEREAS, in response to that Request for Proposals, fifteen (15) responses were timely received by the Department of Public Works, Division of Engineering; and

WHEREAS, Commissioner Lenz, by said memoranda, stated that after review of the Division of Engineering's preliminary recommendations and in conjunction with the current workload, the Department has selected Nelson & Pope Engineers & Land Surveyor, PLLC, D&B Engineers & Architects, P.C., Holzmacher, McLendon & Murrell, P.C., deBruin Engineering, P.C., Lockwood, Kessler & Bartletts, Inc., LiRo Engineers, Inc., John Grillo, Architect, P.C., Savik & Murray, a Division of DCAK-MSA Architecture & Engineering, P.C. The evaluation and selection process was performed in compliance with the requirements of Guideline 9 of the Town of Oyster Bay Procurement Policy; and

WHEREAS, the Department of Public Works requested that the Town Board authorize the Department of Public Works to enter into an agreement with Nelson & Pope Engineers & Land Surveyor, PLLC, D&B Engineers & Architects, P.C., Holzmacher, McLendon & Murrell, P.C., deBruin Engineering, P.C., Lockwood, Kessler & Bartletts, Inc., LiRo Engineers, Inc., John Grillo, Architect, P.C., Savik & Murray, a Division of DCAK-MSA Architecture & Engineering, P.C., to provide Engineering Services relative to Civil Engineering, in accordance with the specifications contained in Contract No. PWC07-18, for a two (2) year term commencing on January 1, 2018 through December 31, 2019

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are accepted and approved, and the Department of Public Works is hereby authorized to enter into Contract No. PWC07-18 with Nelson & Pope Engineers & Land Surveyor, PLLC, D&B Engineers & Architects, P.C., Holzmacher, McLendon & Murrell, P.C., deBruin Engineering, P.C., Lockwood, Kessler & Bartletts, Inc., LiRo Engineers, Inc., John Grillo, Architect, P.C., Savik & Murray, a Division of DCAK-MSA Architecture & Engineering, P.C., in accordance with the provisions thereunder, for a two (2) year term, commencing on January 1, 2018 through and including December 31, 2019.

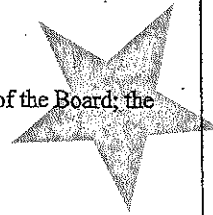
#

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	Absent
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye

cc: Supervisor
Town Attorney
Comptroller (2)
Public Works

Reviewed By
Office of the Town Attorney
[Signature]



WHEREAS, Long Island Uncorked has requested the use of Stehli Beach, Charles E. Ransom Beach and Centre Island Beaches to hold a food and wine event on Sunday, September 20, 2020, from 12:00 p.m. to 7:00 p.m.; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated February 19, 2020, recommended and requested approval of the request of Long Island Uncorked subject to the issuance of a facilities permit, and requested that the Town Board waive Town Code §168-22 Alcoholic Beverages: *No person shall bring beer, ale or any other alcoholic beverage into any park or beach for the duration of the event;* 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 Parks is hereby authorized to issue a facilities permit to Long Island Uncorked for the use of Stehli Beach, Charles E. Ransom Beach and Centre Island Beaches to hold a food and wine event on Sunday, September 20, 2020, from 12:00 p.m. to 7:00 p.m, 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 Parks or his duly authorized designee;
2. The said organization shall comply with all ordinances of the Town of Oyster Bay except those waived in Paragraph 4, 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 with the Office of the Town Clerk, indicating said organization maintains general liability insurance in the amounts of \$1,000,000 with a general aggregate of \$2,000,000, and naming the Town as an additional insured, in connection with the aforescribed activity; and
4. The following section of the Town Code is hereby waived at the Long Island Uncorked event at Stehli Beach, Charles E. Ransom

Beach and Centre Island Beaches on Sunday, September 20, 2020 from 12:00 p.m. to 7:00 p.m., in connection with the aforesaid event: Section 168-22, Alcoholic Beverages, subject to compliance with NYS Liquor Authority rules and regulations.

-#-

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

8.


Town of Oyster Bay Inter-Departmental Memo

TO: Memorandum Docket
FROM: Joseph G. Pinto, Commissioner of Parks
DATE: February 19, 2020
SUBJECT: Waiver Request of Town Ordinance

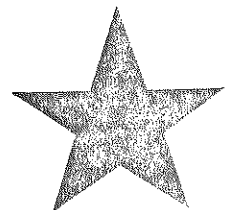
Long Island Uncorked has requested the use of Stehli Beach, Charles E. Ransom Beach and Centre Island Beaches to hold a food and wine event on Sunday, September 20, 2020 from 12:00 pm to 7:00 pm. This event will be authorized through the Department of Parks, in accordance with issuance of a facilities permit.

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* must be waived.

Therefore, Town Board authorization is requested for this waiver.


Joseph G. Pinto
Commissioner of Parks

JGP/ew
Town Attorney (+9 copies)



WHEREAS, New York Naval Militia, by letter dated February 11, 2020, from D. K. McKnight, Commander, requested permission to dock its 34 foot patrol vessel, NY 3092 FR (with trailer and tow vehicle) at the boat ramp at John J. Burns Park, Massapequa, for the 2020 boating season in support of the New York State Military Emergency Boat Service; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated February 20, 2020, requested and recommended Town Board authorization to allow the New York Naval Militia to dock its 34 foot patrol vessel, NY 3092 FR (with trailer and tow vehicle) at the John J. Burns Park boat ramp for the 2020 boating season without fee,

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation as hereinabove set forth are hereby granted, and the Department of Parks is hereby authorized to allow the New York Naval Militia to dock its 34 foot patrol vessel, NY 3092 FR (with trailer and tow vehicle) at the boat ramp at John J. Burns Park, Massapequa, for the 2020 boating season without fee, subject to the following conditions:

1. The use of all Town property shall be in conformance with the direction of the Commissioner of the Department of Parks, 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 in the conduct of the aforescribed activity; and
3. The said organization shall file with the Town evidence of self-retention status for liability purposes.

#

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

10

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner of Parks

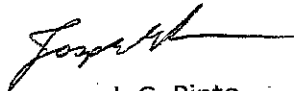
DATE: February 20, 2020

SUBJECT: New York Naval Militia at John J. Burns Park Ramp

The Department of Parks requests Town Board authorization for the New York Naval Militia to dock their 34 foot patrol vessel, NY 3092 FR, with trailer and tow vehicle at John J. Burns Park ramp for the 2020 boating season, which begins April 13 and ends November 8, 2020, with no fee.

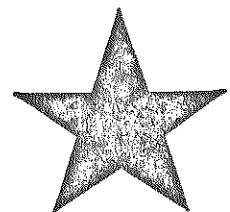
Request letter and all necessary documents are attached.

Therefore, this department recommends approval of this request for the 2020 boating season as the New York Navel Militia patrols the waters within the Town of Oyster Bay.



Joseph G. Pinto
Commissioner of Parks

JGP:gv
Cc: Town Attorney (+9 copies w/ attachments)





STATE OF NEW YORK
DIVISION OF MILITARY AND NAVAL AFFAIRS
NEW YORK NAVAL MILITIA
330 OLD NISKAYUNA ROAD, LATHAM, NEW YORK 12110

3500
11 February 2020

Commissioner of Parks
Town of Oyster Bay
977 Hicksville Rd.
Massapequa, N.Y. 11758

Subject: Support for New York State Naval Militia Vessel

Dear Commissioner:

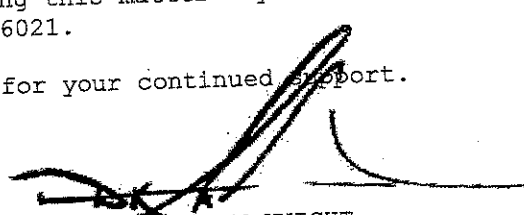
In recent boating seasons, the Town of Oyster Bay has supported the New York State Military Emergency Boat Service by hosting one of our vessels at the John J. Burns Park, in Massapequa Park.

We request the use of the Town of Oyster Bay, John J. Burns Park facility to store one 34-foot (total length) patrol vessel (with trailer and tow vehicle) in the same manner as we have in past years. The duration of the request is for the 2020 boating season, April through November.

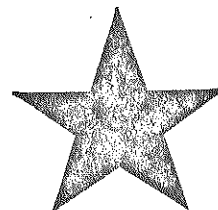
The State of New York is self-insured. A statement attesting to that fact is attached to this letter.

Any questions regarding this matter may be directed to Naval Militia headquarters, at (518) 786-6021.

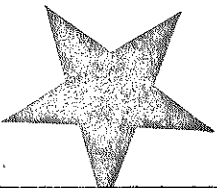
Thank you in advance for your continued support.


D. K. McKNIGHT
CDR NYNM
By direction

Encl:
Statement of self-insurance
Boat Registration for PB 301



*Copy
please present
with
parking
fee*



JANFEBMARAPRMAYJUNJANFEBMARAPRMAYJUN

NEW YORK
20166706
22
BOAT REGISTRATION
DEPARTMENT OF MOTOR VEHICLES

NEW YORK
20166706
22
BOAT REGISTRATION
DEPARTMENT OF MOTOR VEHICLES

DP 994367

VOID IF ALTERED EXCEPT FOR CHANGE OF ADDRESS IN NEW YORK (12/19)

0:00

NY3092ER
2006 CATAM DNRD4601C606
ALUM OUT GOVERNMENT
030 GAS DP994367 MAR 11 2019
KAF UTD744 20166706
NONTRANSFERABLE
NYS DIVISION OF
MILITARY NAVAL AFFERS
330 OLD NISKAYUNA RD
LATHAM NY 12110

EXPIRES
03/31/22

HERE IS YOUR WATER-REPELLENT BOAT REGISTRATION

Please separate the registration document from the rest of this card.

NYS DIVISION OF
MILITARY NAVAL AFFERS
330 OLD NISKAYUNA RD
LATHAM NY 12110

PLEASE CHECK YOUR REGISTRATION

- Is all the information on your boat registration document correct?
- Are the name, address, and zip code correct?
- If there are any errors, please notify any Motor Vehicles office immediately.

NEW YORK STATE BOAT REGISTRATION

PB 301



Military and Naval Affairs

ANDREW M. CUOMO
Governor
Commander-in-Chief

RAYMOND F. SHIELDS, JR.
Major General
The Adjutant General

July 30, 2019

Legal Affairs Directorate
(518) 786-4543

MEMORANDUM

SUBJECT: Statement of Self-retention Status of New York State for Liability Purposes

The general liability exposures of the State of New York, as well as those of its agencies, are "self-retained," meaning that, unlike "self-insurance" based on a state insurance fund, the State of New York pays settlements and judgments handed down by courts of competent jurisdiction from an annual appropriation funded by State tax revenues. Suits against the State of New York and its agencies and employees for bodily injury and property damage are brought in the New York State Court of Claims. The Division of Military and Naval Affairs, the agency of the New York State Executive Department of which the Naval Militia is a part, is a New York State agency and is self-retained against risk of loss and disability.

Questions regarding this memorandum may be referred to Counsel, New York State Division of Military and Naval Affairs, at (518) 786-4543.



WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated February 18, 2020, recommended that the Town Board authorize a \$325.00 refund be paid to Dan Frederick, 151 Fulton Street, Massapequa Park, NY 11762, from Account No. PKS A 0001 02001 510 0000, due to his having a credit balance with the Ice Hockey Program;

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted and approved, and the Department of Parks is hereby authorized to issue a \$325.00 refund to Dan Frederick, 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	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

Reviewed By
Office of Town Attorney

11

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner of Parks

DATE: February 18, 2020

SUBJECT: Refund Request for Ice Hockey

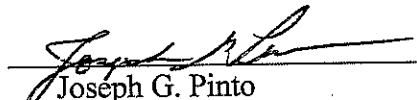
The Department of Parks has received correspondence from Dan Frederick requesting a refund in the amount of \$325.00 due to having a credit with Ice Hockey Program. Please see attached for pertinent information regarding this refund request.

The refund should be mailed to:

Dan Frederick
151 Fulton Street
Massapequa Park, NY 11762

The Department of Parks requests that the Town Board authorize a refund.

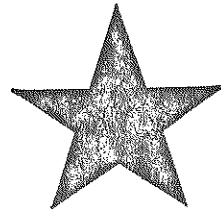
Kindly debit account PKS A 0001 02001 510 0000.


Joseph G. Pinto
Commissioner of Parks

JGP:dm

Attachments

CC: Office of the Town Attorney (original + 9 copies)



TOWN OF OYSTER BAY

PKS191135
SUMMARY OF BANK DEPOSIT REPORT

DEPARTMENT: <u>TOB Hockey</u>		LOCATION: <u>Bethpage</u>	
DESCRIPTION OF RECEIPTS: <u>TOB Summer Hockey 2019</u>		CODE #:	
DATE OF RECEIPTS <u>5/20/19</u>	DATE OF DEPOSITS <u>5/21/19</u>	AMOUNT <u>cont'd</u>	
Nicholas Viola	<u>CK #</u> <u>178</u>	<u>325</u>	<u>00</u>
Joseph Meyer	<u>3787</u>	<u>325</u>	<u>00</u>
Anthony Longo	<u>540</u>	<u>325</u>	<u>00</u>
Liam Klockler	<u>3913</u>	<u>325</u>	<u>00</u>
Ryan Miller	<u>1076</u>	<u>325</u>	<u>00</u>
Jack Frederick	<u>489</u>	<u>325</u>	<u>00</u>
Michael Sheehan	<u>2937</u>	<u>325</u>	<u>00</u>
Brendan Nolan Russo	<u>1455</u>	<u>600</u>	<u>00</u>

NAME OF BANK:

CHASEDO NOT WRITE IN SPACE BELOW.
FOR USE BY DIRECTOR OF FINANCE.

CASH RECEIPT NO.

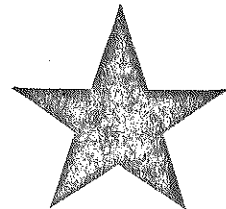
--

TOTAL AMOUNT
OF DEPOSITSCont'dLAST REPORT
YEAR TO DATE

ADJUSTMENTS

TOTAL DEPOSITS
YEAR TO DATE

SIGNATURE OF AUTHORIZED EMPLOYEE



TOWN OF OYSTER BAY

PKS191135



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

DATE 5/20/19
 DEPOSIT SLIP FOR NEW ACCOUNTS: RIMMED WITH METAL
 (LIST CHECKS SINGLY OR ATTACH LIST)

CURRENCY	
	110.00
COIN	
CHECKS	
1493	325.00
1671	325.00
878	200.00
4701	325.00
287	325.00
2319	325.00
3486	325.00
1008	325.00
178	325.00
3781	325.00
548	325.00
3913	325.00
1671	325.00
489	325.00
\$	4,535.00

PLEASE ENTER TOTAL HERE
 Checks and other items are received for deposit
 subject to the provisions of the Uniform Commercial
 Code for any applicable collection agreement.

CHASE

CHASE

CHASE

CHASE

CHASE

PKS191135

Deposit cash or checks
 at most Chase ATMs.
 An image of your check can
 be printed on your receipt.

My Transaction Summary

Transaction #80
 Account Number Ending In: 0206
 Checking Deposit \$4,535.00
 Cash Amount \$110.00

Further review may result in delayed
 availability of this deposit

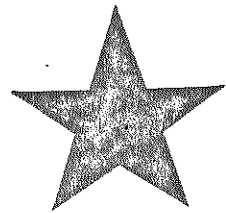
JPMorgan Chase Bank, N.A.
 Bethpage, Branch 003853
 1-800-935-9935
 Your satisfaction matters. Share your
 feedback at: chase.com/sendusfeedback

Member FDIC, Equal Housing Lender
 Please keep your receipt
 05/21/2019 10:31

Business Date 05/21/2019
 Session #33

Thank you - Jose
 Cashbox #04

TAB Hocking
 PKSA 0001 02001510
 0000



Joseph G. Pinto
Commissioner



Greg Skupinsky
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

2019-2020 Town of Oyster Bay Youth Ice Fall/Winter Hockey Program

REGISTRATION FORM

Please Print Clearly:

CHILD'S NAME FREDERICK DATE OF BIRTH 1/1/16 AGE 4

STREET 151 FULTON ST

CITY MASSAPEQUA PARK ZIP CODE 11762

HOME PHONE # [REDACTED] CELL PHONE # [REDACTED]

E-MAILADDRESS: 1. [REDACTED] 2. [REDACTED]

"In Case of Emergency" Contact Information:

NAME JEN FREDERICK RELATIONSHIP TO CHILD MOTHER

BEST EMERGENCY CONTACT NUMBER(S): 1. [REDACTED] 2. [REDACTED]

CHECK ONE:

Ages	Division	Resident	Non-Resident
<input type="checkbox"/> Born 2014-2016	5U	\$200.00	\$300.00
<input type="checkbox"/> Born 2011-2013	8U	\$325.00	\$425.00
<input type="checkbox"/> Born 2009-2010	10U	\$325.00	\$425.00
<input type="checkbox"/> Born 2007-2008	12U	\$325.00	\$425.00
<input type="checkbox"/> Born 2004-2006	15U	\$325.00	\$425.00

X 16U P20

USA HOCKEY MEMBERSHIP # WILL GET IT JERSEY: YOUTH ADULT SIZE: M GOALIE: #89

I hereby give permission for my child to register for and attend the Town of Oyster Bay's Youth Ice Hockey Program. I hereby consent to my son's/daughter's participation in this program. I acknowledge that hockey has inherent dangers to the participants and I assume full responsibility and I hold the Town of Oyster Bay and National Hockey League Enterprises harmless from any claim resulting from my son's/daughter's participation in the program. In addition, I hereby grant the Town of Oyster Bay permission to use my child's photograph for the purposes of advertisement or in conjunction with the Town publications, provided such use is not for profit or pecuniary gain.

GUARDIAN'S SIGNATURE: [Signature] DATE 9/10/19

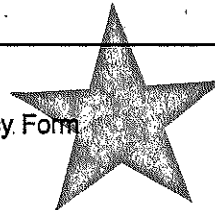
Proof of the child's date of birth and your residency **MUST** be presented and validated before this registration form can be processed.
PLEASE NOTE: All program participants must use the locker rooms at the TOB Ice Skating Center to change.
Changing in the hallways will not be permitted.

FOR OFFICE USE ONLY:

☒ Valid Birth Certificate ☒ Valid proof of residency ☒ Tolerance Policy Form

Fee: Check ☐ # Credit Card: Visa ☒ MasterCard ☐

Processor's Signature [Signature] Date 9/10/19





TOWN OF OYSTER BAY
Department of Parks
GENERAL RECEIPT

ISU #24
MASSABEQUA
4685

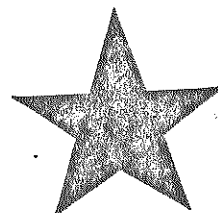


Name <i>Jack Frederick</i>		Phone	
Street <i>157 Fulton Street</i>		Age <i>15U</i>	
Town <i>MASSABEQUA</i>		Zip <i>11758</i>	Day Hour
Activity <i>Summer Hockey</i>		Location <i>Bethpage</i>	
Mo./ <i>5/20/19</i>	Day/ <i>19</i>	Year <i>19</i>	Received By <i>P. Ward Sr.</i>
Fee \$ <i>325</i>			

COPY DISTRIBUTION
White - Office
Canary - Accounting
Pink - Program Head
Gold - Registrant

Cash ☐

Check ☒ *489*



WHEREAS, Eileen A. Krieb, Co-Chairman, St. Boniface Martyr Church, Feast by the Shore, 145 Glen Avenue, Sea Cliff, New York 11579, by letter dated January 23, 2020, requested the use of Tappen Beach from Sunday, May 10, 2020 through Monday, May 18, 2020, and the use of a showmobile, portable lights, 20 trash receptacles and 20 picnic tables, in connection with its annual Feast by the Shore, with the actual dates of the event to be Thursday, May 14, 2020 through Sunday, May 17, 2020; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated February 14, 2020, advised that Tappen Beach and the abovementioned property and equipment will not be required for use by the Town at that time, and that the Department of Parks has no objection to providing same, and requested Town Board authorization to grant the following requests of St. Boniface Martyr Church:

1. Use of Tappen Beach from Sunday, May 10, 2020 through Monday, May 18, 2020,
2. The waiver of the following ordinances of the Code of the Town of Oyster Bay: Section 168-5B, which prohibits gambling at parks, pools, and beaches, so as to allow raffles and other games of chance to be sold; and Section 168-22 so as to allow the sale of beer during the Feast by the Shore; and
3. The use of the Town Show Mobile and portable lighting units, twenty (20) trash receptacles and twenty (20) picnic tables from Thursday, May 14, 2020 through Sunday, May 17, 2020; 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 authorized and approved, and that St. Boniface Martyr Church may use Harry Tappen Beach from Sunday, May 10, 2020 through Monday, May 18, 2020 for its annual Feast by the Shore; and be it further

RESOLVED, That the Town Board hereby waives Section 168-5B of the Code of the Town of Oyster Bay so as to allow raffles and other games of chance to be sold at and during the aforementioned Feast by the Shore; and Section 168-22 of the Code of the Town of Oyster Bay so as to allow the sale of beer during the Feast by the Shore, and be it further

RESOLVED, That the Department of Parks, is hereby authorized to provide the abovementioned property and equipment to St. Boniface Martyr Church, for its Feast by the Shore to be held from Thursday, May 14, 2020 through Sunday, May 17, 2020, said property and equipment to be delivered as abovementioned, subject to the following conditions:

1. St. Boniface Martyr Church shall be responsible for obtaining all necessary permits for its Feast by the Shore, and will furnish copies of same to the Department of Parks prior to the start of the Feast;
2. Fees for the use of the showmobile and portable lights shall be paid to Town in accordance with Resolution No. 174-2017;
3. St. Boniface Martyr Church shall be responsible for 24 hour security at Harry Tappen Beach from Sunday, May 10, 2020 through Monday, May 18, 2020;
4. The use of all Town property shall be in conformance with the direction of the Commissioner of the Department of Parks, or his duly authorized designee;
5. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of Town property, and in conduct of the aforementioned activities, except for Sections 168-5B subject to compliance with applicable New York State Law and 168-22, subject to compliance with New York State Liquor Authority rules and regulations; and
6. The said organization shall file a Certificate of Insurance with the Office of the Town Clerk, indicating said organization maintains commercial general liability insurance, in the amounts of \$1,000,000 with a general aggregate of \$2,000,000 and naming the Town as an additional insured, in connection with the aforementioned activities.

-#-

S:\Attorney\RESOS 2020\St.BonifaceFeast2020rl.docx

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

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



Town of Oyster Bay
Department of Parks
Inter-Departmental Memo

February 14, 2020

TO: Memorandum Docket
FROM: Joseph G. Pinto, Commissioner of Parks
SUBJECT: Saint Boniface Martyr Feast by the Shore

The attached letter dated January 23, 2020, Saint Boniface requests the use of Tappen Beach to hold their annual Feast by the Shore. The dates would be from Thursday, May 14th through Sunday, May 17th. The actual hours the Feast by the Shore would be open and operated are as follows:

Thursday, May 14	6:00pm – 11:00pm
Friday, May 15	6:00pm – 11:00pm
Saturday, May 16	1:00pm – 11:00pm
Sunday, May 17	1:00pm – 7:00pm

Set up will begin on Sunday, May 10 and final breakdown will be on Monday, May 18, 2020.

For this Feast by the Shore to take place at Tappen Beach, the following Town Ordinances for the Parks Department must be waived:

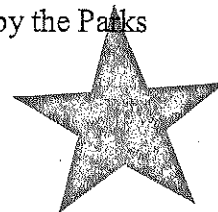
168-5B. Gambling is strictly prohibited in all areas of any park, pool or beach. Other games of chance will be sold during the course of the Feast by the Shore.

168-22. No person shall bring beer, ale or any other alcoholic beverage into any park or beach.

Other items that require Town Board authorization are:

The use of a showmobile and portable lights from Thursday, May 14 through Sunday, May 17, 2020. Fees are in conjunction with Resolution 174-2017, pertaining to permits for showmobile and portable lights.

The use of 20 trash receptacles and 20 picnic tables will be provided by the Parks Department.

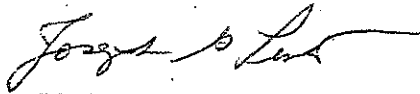


Page 2, St. Boniface

It is understood that St. Boniface must obtain insurance and all necessary permits from various regulating agencies in relation to the operation of this Feast by the Shore and supply the Department of Parks with copies of same. These copies must be in our possession prior to the start of the Feast by the Shore.

It is understood that St. Boniface will provide adequate 24-hour security at Tappen Beach from Sunday, May 10 through Monday, May 18. Security will include night coverage and patrol of the beachfront.

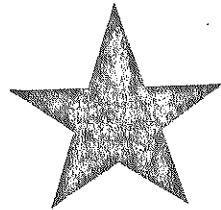
Town Board authorization is requested for the use of Tappen Beach and Town Equipment from Sunday, May 10, 2020 to Monday, May 18, 2020 by St. Boniface Martyr Church for its annual Feast by the Shore.



JOSEPH G. PINTO
COMMISSIONER OF PARKS

JGP/DA

Cc: Town Attorney (original + 9 copies)
Greg Skupinsky, Deputy Commissioner of Parks
Frank Gatto, Deputy Commissioner of Parks
Donna Antetomaso, Recreation Specialist III
Chris Keener, Park Manager Tappen Beach
Vincent Saviano, Operations Supervisor



Saint Boniface Martyr Church
145 Glen Avenue
Sea Cliff, New York 11579

January 23, 2020
Town Of Oyster Bay
Town Hall South
977 Hicksville Road
Massapequa, New York 11758
Attn: Ms. Donna Antetomaso

Re: Feast by the Shore 2020 / Tappen Beach

Dear Donna,

The Town of Oyster Bay was very generous in its support of St. Boniface Parish last spring when we hosted our Tenth Annual Feast at Tappen Beach. The event during the past few years has been a great success for the parish, and an enjoyable venue for the entire North Shore community. I am writing to you today to seek approval to repeat the Feast again, this May at Tappen. Here are the basic details:

Feast dates: **Thursday May 14 through Sunday May 17**
Equipment arrival: Sunday, May 10 with set up commencing on Tuesday May 13
Equipment departs: Sunday & Monday May 17/18
Ride Vendor: Newton Shows

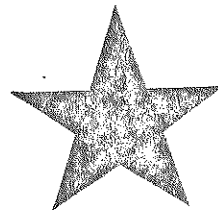
We also respectfully request the use of the Town Show Mobile as a hallmark of the three night event with a lively music program featuring local bands.

I want to thank you for your tremendous support in the past, and I look forward to working with the Town of Oyster bay team this spring.

I wish you a very Happy Healthy New Year.

With kind regards,

Eileen A Krieb
Feast by the Shore Co-Chairman
Cell [REDACTED]



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

This Agreement is made this 7 day of February 2020, by St Boniface Martyr Church (hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as

Feast By The Shore (carnival) at Tappan Beach to include
rides, games, food by Newton Rides. Music + Food sponsored by
parish
for the event described as a carnival

The property/equipment is needed from Sunday May 10 to Monday May 18.
The event for which the property and/or equipment is requested ☐ is ☒ is not a profit making event.

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

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

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

Name of Organization

St Boniface Martyr Church

Address of Organization

145 Glen Avenue
Sea Cliff NY 11579

By:

Eileen Krieb
Authorized Representative

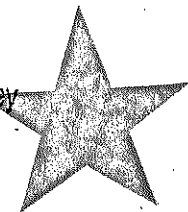
Title:

Chair Person

Telephone Number:

Reviewed By
Office of Town Attorney

D. K. K.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/03/2020

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 Ecclesia Assurance Company c/o Porter & Curtis, LLC 225 State Road Media, PA 19063	CONTACT NAME: Gianluca Miles PHONE: [blank] FAX: [blank] E-MAIL: GMiles@PorterCurtis.com ADDRESS: [blank]
INSURED ST. SONIFACE MARTYR CHURCH 145 Glen Avenue Sea Cliff, NY 11379	INSURER(S) AFFORDING COVERAGE INSURER A: ECCLESIA ASSURANCE COMPANY INSURER B: [blank] INSURER C: [blank] INSURER D: [blank] INSURER E: [blank] INSURER F: [blank]

COVERAGES CERTIFICATE NUMBER: 0000190937 Account: 000053 REVISION NUMBER: [blank]

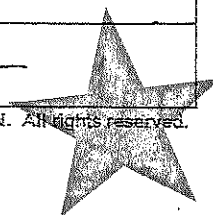
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR (INSR, WYS)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: [blank]		PKG-2019-1	11/01/2019	11/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included MED EXP (Any one person) \$ Not Covered PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ None Applicable PRODUCTS - COMPROP AGG \$ None Applicable
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ 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 type="checkbox"/> RETENTIONS		EX-LIAB-2019-1	11/01/2019	11/01/2020	EACH OCCURRENCE \$ 14,000,000 AGGREGATE \$ None Applicable
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe code: 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)
The limits include applicable retentions. The certificate holder is included as an Additional Insured if required by written contract with respect to the Feast by the Shore Carnival held 05/14/2020 - 05/17/2020 at the Harry Tappan Beach (Parking Lot), Shore Road, Glenwood Landing, New York.

CERTIFICATE HOLDER Town of Oyster Bay 54 Audrey Avenue Oyster Bay, NY 11771	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Gianluca Miles</i>
--	--

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Endorsement Number: 18
Policy Number: PKG-2019-1 Date Effective: 11/1/2019

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies the insurance provided under the following Coverage Part(s):
GENERAL LIABILITY

SCHEDULE

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

The person or organization shown in the Schedule above is an "insured", but only as respects your agreement to insure such person or organization and only if the wrongful act occurs after the date of agreement.

The amount of insurance shall not exceed the lesser of the amount of limits you agree to provide or the available limits of this insurance.

All other terms and conditions remain unchanged.

In witness whereof, this Endorsement has been executed in Rockville Centre, New York by the Company's authorized officer as set forth below.

ECCLESIA ASSURANCE COMPANY

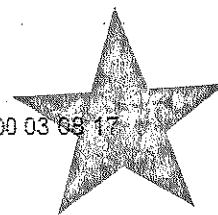
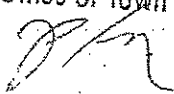


Authorized Representative's Signature

9/24/2019

Date

Reviewed By
Office of Town Attorney



WHEREAS, by Resolution No. 113-72, adopted on January 25, 1972, the Town Board approved the petition of ARNOLD E. SANDS and EDITH SANDS, the then fee owners, for a Special Use Permit to allow ARNOLD E. SANDS to continue the practice of medicine in an R1-7 District (One Family Residence), on property located at 350 Stewart Avenue, Bethpage, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 49, Block 114, Lot 100 on the Land and Tax Map of Nassau County, and said Resolution No. 113-72 contained restrictive covenants regarding the premises; and

WHEREAS, MOEEN QURESHI and SHAKEEL AMIR, current fee owners, have submitted a request to the Department of Planning and Development, that the Town accept a surrender of the Special Use Permit granted by Resolution No. 113-72 and a rescission of the restrictive covenants contained therein, so they can use the property as an as-of-right one-family dwelling; and

WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memorandum dated February 21, 2020, recommended that the Town Board accept the surrender of the Special Use Permit granted by Resolution No. 113-72 and rescind the restrictive covenants contained therein,

NOW, THEREFORE, BE IT RESOLVED, That the request of MOEEN QURESHI and SHAKEEL AMIR, fee owners, that the Town Board accept the surrender of the Special Use Permit granted by Resolution No. 113-72 on January 25, 1972, for premises located at 350 Stewart Avenue, Bethpage, New York, and rescind the restrictive covenants contained therein, is hereby GRANTED.

-#-

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

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

Town of Oyster Bay
Inter-Departmental Memo

17

TO: MEMORANDUM DOCKET

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

DATE: FEBRUARY 21, 2020

SUBJECT: SURRENDER OF SPECIAL USE PERMIT
AND RESTRICTIVE COVENANTS
350 STEWART AVENUE
BETHPAGE, NEW YORK 11714
SECTION 49, BLOCK 114, LOT 100

This Department is in receipt of a letter, received in this office on December 6, 2019, from Moeen Qureshi & Shakeel Amir, the current owners of the above referenced property. The property owners are requesting to surrender a previously approved Special Use Permit and associated Restrictive Covenants for the subject property.

On January 25, 1972, the Town Board granted a Special Use Permit through Resolution Number 113-72 to allow for the prior property owner (Arnold Sands) to maintain a medical office at the subject property regardless of whether or not he resided there. The property owners are seeking to surrender the Special Use Permit approved by Town Board Resolution Number 113-72 and they are requesting that all restrictive covenants associated with this Special Use be rescinded in order to use the subject premises, which is located in a "R1-7" (One-Family Residence) Zoning District, as an as-of-right one-family dwelling.

Submitted for your review are the following documents:

- 1) Letter from Moeen Qureshi & Shakeel Amir received by the Town on December 6, 2019
- 2) Town Board Resolution Number 113-72
- 3) Survey of Property dated December 31, 2019 prepared by Frank Galluzzo, P.L.S.

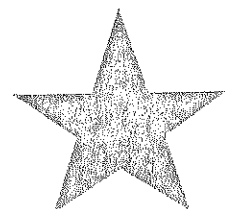
Based on the information provided herein, it is the recommendation of this Department that the aforementioned Special Use Permit and associated Restrictive Covenants be rescinded as requested so the property owners can use the property as an as-of-right one-family dwelling.


ELIZABETH L. MACCARONE
COMMISSIONER

ELM:jv

Encls.

cc: Legislative Affairs (9 copies w/original)



MAP OF PROPERTY SITUATED IN

BETHPAGE

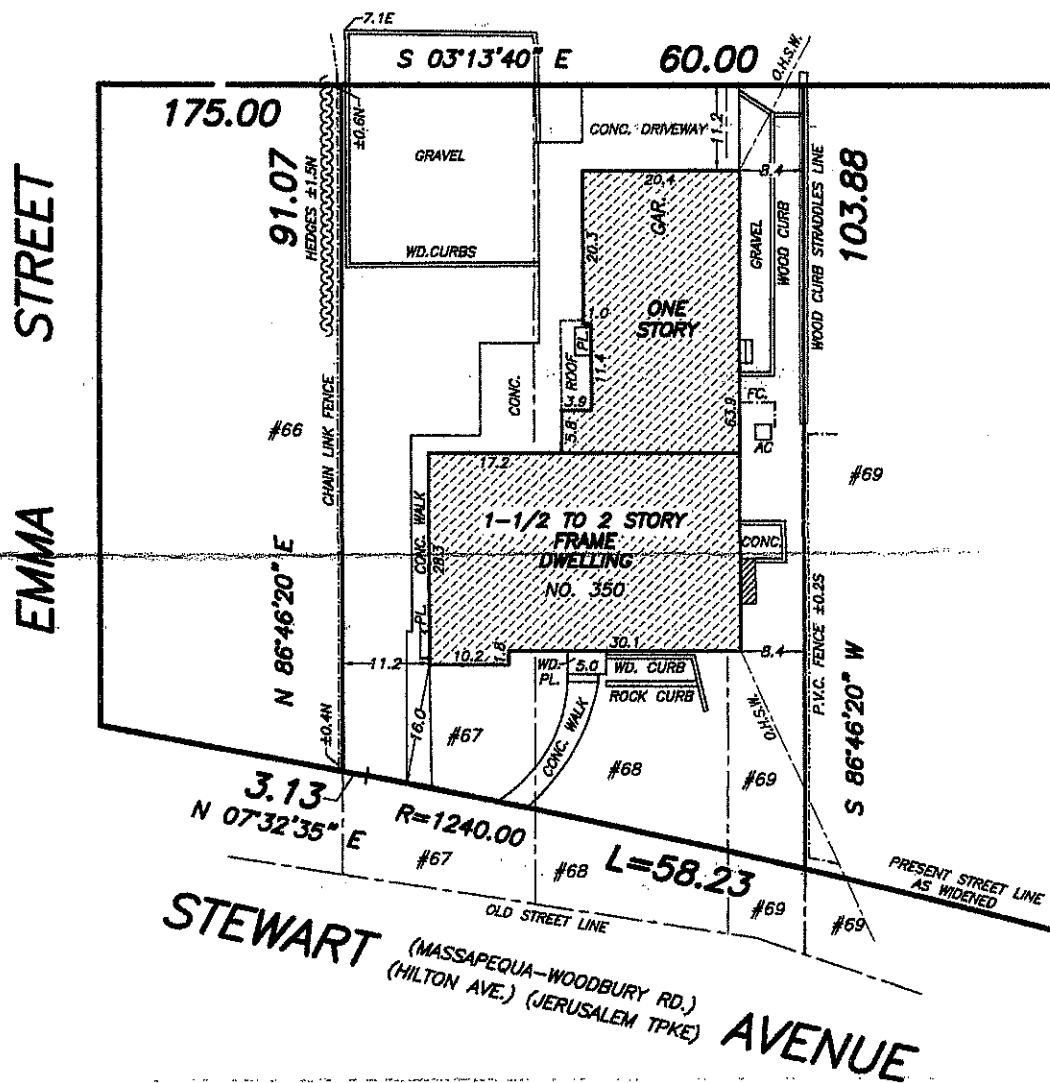
NASSAU COUNTY, N.Y.

TAX SECT.: 49 TAX BLOCK: 114 TAX LOT(S): 10



JOHN

STREET



PART OF LOTS 67, 68 & 69 ON
"MAP OF 668 BUILDING LOTS, HERMANN WINDHORST"
FILED ON JULY 26, 1905 AS MAP #263 CASE #1969
SCALE: 1"=20'

SURVEYED: DECEMBER 31, 2019

UNAUTHORIZED ALTERATIONS AND/OR ADDITIONS TO THIS SURVEY BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209 OF THE NEW YORK STATE EDUCATION LAW. COPIES OF THIS SURVEY MAP NOT BEARING THE LAND SURVEYORS INKED OR EMBOSSED SEAL SHALL NOT BE CONSIDERED TO BE A VALID TRUE COPY. CERTIFICATIONS INDICATED HEREON SHALL RUN ONLY TO THE PERSON FOR WHOM THE SURVEY IS PREPARED, THE TITLE COMPANY, THE GOVERNMENTAL AGENCY AND THE LENDING INSTITUTION LISTED ON THIS SURVEY MAP. CERTIFICATIONS ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS AND/OR SUBSEQUENT OWNERS. FENCE OFFSETS TAKEN AT POSTS, ENCROACHMENTS OR VAULTS BELOW SURFACE ARE NOT SHOWN. RIGHT OF WAYS AND/OR EASEMENTS OF RECORD NOT SHOWN ON THIS SURVEY ARE NOT CERTIFIED. OFFSETS AND DIMENSIONS HEREON ARE FOR A SPECIFIC PURPOSE AND ARE NOT TO BE USED IN THE ERECTION OF ADDITIONAL STRUCTURES, FENCES OR OTHER IMPROVEMENTS.

AS-BUILT SURVEY



Empire State Land Surveyor, P.C.

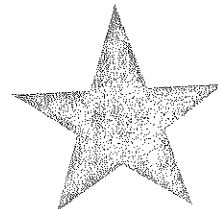
Frank I. Galluzzo Professional Land Surveyor

Records of Albert A. Bianco

**Stephen J. Reid - M. Berry Carman - G. W. Haviland
Vandewater & Lapp - Robert E. Carlin - William J. Daly**

1005 Glen Cove Avenue, Glen Head, NY, 11545

empiresurveys@aol.com | (516)-240-6901



Moeen Qureshi & Shakeel Amir
350 Stewart Ave
Bethpage, NY 11714

To: Commissioner Leslie Maccarone
Planning and Development Department

Commissioner Leslie,

Shakeel Amir and I (Moeen Qureshi) recently purchased 350 Stewart Ave, Bethpage, NY 11714. Prior to use purchasing the property, it was being used as a Dentist's office. Based on discussions we had with the building department, we were notified that this property has been categorized as a Residential Property with a "Special Use" Permit.

We wanted to rescind this special use permit since we would like to convert it to a regular residential property. We would appreciate it if this letter can be considered as an official request to cancel the special use permit.

We would really appreciate your and your department's assistance in this matter.

We can be reached at [REDACTED] should you have any questions.

Thank You.

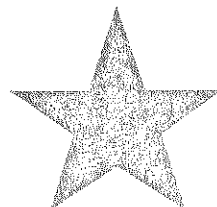
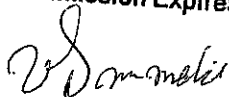


Moeen Qureshi
[REDACTED]



Shakeel Amir
[REDACTED]

USMAN MALIK
Notary Public, State of New York
No. 01MA6226042
Qualified in Queens County
Commission Expires August 02, 2022



DRAFT

Meeting of January 25, 1972

RESOLUTION #113-72

WHEREAS, ARNOLD E. SANDS and EDITH SANDS
by petition verified the 12th day of October, 1971, heretofore
petitioned the Town Board of the Town of Oyster Bay for special
permission to Arnold E. Sands
to continue the conduct of the practice of medicine, whether
he continues to reside there or not, from the premises described
in said petition; and

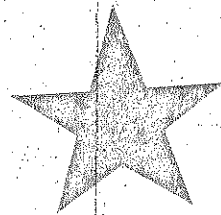
WHEREAS, a duly advertised public hearing on the
said petition was held by the Town Board at Town Hall, Oyster
Bay, Nassau County, New York, on the 14th day of December, 1971,
at which hearing parties interested in the subject matter were
given an opportunity to be heard; and

WHEREAS, Walter Grant, Esq.
attorney for the petitioner, appeared in support of the applica-
tion and all parties interested in the subject matter and
desiring to be heard were heard; and

WHEREAS, the Nassau County Planning Commission by
Resolution No. 658 adopted on the 28th day of December, 1971,
recommended disapproval of the subject application based upon
their opinion that the granting of the requested special use
would generate an increase in intensity requiring non available
off-street parking resulting in the creation of a hazard and a
nuisance and allow a business use in a residential area and
interfere with the quiet to which the residents of the area
are entitled; and

SEC. BLK. LOT

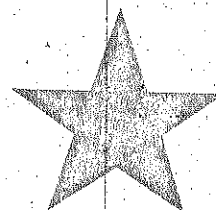
49 114 100



DRAFT

WHEREAS, the Town Board of the Town of Oyster Bay has reviewed and duly considered the findings and recommendations of the Nassau County Planning Commission; and

WHEREAS, from the relevant facts and circumstances adduced at the hearing and from information within the personal knowledge of the members thereof, the Town Board is not in accord with the recommendation of the Nassau County Planning Commission and finds that the granting of the application upon a full compliance with the conditions and provisions hereinafter set forth will not be detrimental to the health, safety or general welfare of the community nor inconsistent with or contrary to the purpose and intent of the Building Zone Ordinances of the Town of Oyster Bay, and will not adversely affect the character of or the market value of the properties in the area, and will fill a need in the area; that the granting of the application as mentioned will not result in any increased or unnecessary noise or parking in the area and will not increase the traffic or interfere with or affect the flow thereof in the area, and such granting of the application will in no way interfere with the peace and quiet of the community nor endanger the safety and welfare of its inhabitants; and that the use granted by this resolution upon condition that the provisions set forth herein shall be fully complied with will not produce any situation which will require any increased off-street parking which would create a hazard and a nuisance; and the special use upon such condition will not interfere with the quiet of the area and will not be incompatible with the uses permitted in a residential district,



NOW, THEREFORE, BE IT RESOLVED, That special permission be and the same is hereby granted to Arnold E. Sands to continue the conduct of the practice of medicine whether he resides there or not, from the premises located in Bethpage, New York, located between the easterly side of Stewart Avenue and the westerly side of John Street approximately 175 feet south of Emma Street, having an easterly-westerly average dimension of approximately 98 feet and a northerly-southerly dimension of 60 feet and designated as Section 49, Block 114, Lot 100 on the Land and Tax Map of Nassau County, New York,

and a description of which is more fully set forth in the petition herein; and said special permission is granted upon the full compliance, in all respects, with the following conditions and provisions:

1. There shall be no changes, alterations or additions to the exterior of the building presently located on the subject premises.
2. The exterior of the said building on the subject premises shall be put, kept and maintained in good and sufficient repair and condition and will maintain the premises suitably and properly landscaped.
3. The use of the subject premises shall be limited and restricted to the practice of medicine only by said petitioner Arnold E. Sands and no others as partners, associates, or otherwise; and such use shall not run with the land and shall not be transferred.
4. The attorney for the petitioner shall furnish,

DRAFT

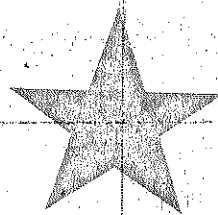
in writing, the names of all now existing tenants and same may continue occupancy, but upon the vacancy of any such tenancy, the subject premises shall not be occupied as or for any residential purpose by any person or persons except the professional petitioner himself together with the immediate members of his family.

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

Supervisor Burke	Aye
Councilman Christ	Aye
Councilman Yevoli	Aye
Councilman Doolittle	Aye
Councilman Saladino	Aye
Councilman Mosca	Abstained

} 1/21/72

cc: Supervisor
Town Board
Town Attorney
Public Information



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 November 26, 2019, authorized the Highway Department to clean up the premises located at 20 14th Street, Locust Valley, New York 11560, also known as Section 30, Block 22, Lot 68 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank Scalera, Chief Deputy Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated February 14, 2020, 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 December 12, 2019, in the total amount of \$1,530.30, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank Scalera, Chief Deputy Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated February 14, 2020, 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 \$1,530.30 may be assessed by the Legislature of the County of Nassau against the parcel known as 20 14th Street, Locust Valley, New York 11560, also known as Section 30, Block 22, Lot 68 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

Reviewed By
Office of Town Attorney

Ralph P. Healey

25
Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET
FROM: Office of the Town Attorney
DATE: February 14, 2020
SUBJECT: Property Cleanup Assessment
20 14th Street, Locust Valley, New York 11560
Section 30, Block 22, Lot 68

The Department of Planning and Development, by memorandum dated November 26, 2019, directed the Highway Department to clean the premises located at 20 14th Street, Locust Valley, New York 11560, also known as Section 30, Block 22, Lot 68 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated December 19, 2019, advised that the property was cleaned by a crew from the Highway Department on December 12, 2019. The cost incurred by the Town of Oyster Bay was \$1,530.30.

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.

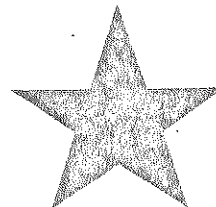
OFFICE OF THE
TOWN ATTORNEY

Ralph P. Healey

Ralph P. Healey
Special Counsel

RPH:aml
Attachments
cc: Town Attorney (w/9 copies)

amlS:\Attorney\RESOS 2019\MD 20 14th St. 2.14.2020.doc



TOWN OF OYSTER BAY

Inter-Departmental Memo

November 26, 2019

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU
Through: ELIZABETH L. MACCARONE: COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 20 14th Street, Locust Valley, NY 11560
SBL: 30-22-68

and 01233
Notice of Violation No. 01235 was issued to the owner of the above-referenced premises on 11/20/2019 for property non-maintenance, in violation of Section 135.52 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 Section 135.54, I am directing that:

- Remove all outdoor storage and debris.

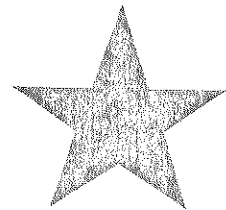
Pursuant to the provisions of Section 135.54(C) of the code, the Town is entitled to be reimbursed for the cost of the work performed by assessment against the owner. In addition, please notify us by fax, the date and time cleanup is completed. Please proceed accordingly.

ELIZABETH L. MACCARONE
COMMISSIONER
BY:


MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU

ME:tc

cc: Joseph Nocella, 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

November 26, 2019

Ms. Anna Kozusko
20 14th Street
Locust Valley, New York 11560

RE: PREMISES: 20 14th Street, Locust Valley, NY 11560
SECTION 30 BLOCK 22 LOT 68

Dear Property Owner:


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

Please be advised that N.O.V. No. 01233 (copy attached) has been served on 11/20/19. 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 thereof.

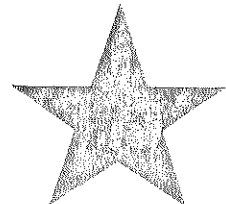
Further, the premises will be inspected every ten (10) days thereafter. If the premises continues not to be maintained and the conditions are found to violate the provisions of the code, the Highway Department will be directed to perform subsequent maintenance with no further notice to you concerning the violations, nor additional time to correct such violations.

Very truly yours,

ELIZABETH L. MACCARONE
COMMISSIONER


Michael Esposito, Bureau Chief
Code Compliance Division


BLM:MB:tc
Enclosure





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 26, 2019

Ms. Lucy Dembowski
20 14th Street
Locust Valley, New York 11560

RE: PREMISES: 20 14th Street, Locust Valley, NY 11560
SECTION 30 BLOCK 22 LOT 68

Dear Property Owner:

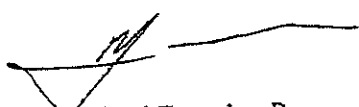
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Please be advised that N.O.V. No. 01235 (copy attached) has been served on 11/20/19. As of this date, the violation has not been rectified and the conditions at the premises continue to endanger the health, safety and welfare of the residents of the 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 thereof.

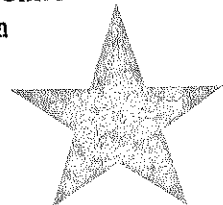
Further, the premises will be inspected every ten (10) days thereafter. If the premises continues not to be maintained and the conditions are found to violate the provisions of the code, the Highway Department will be directed to perform subsequent maintenance with no further notice to you concerning the violations, nor additional time to correct such violations.

Very truly yours,

ELIZABETH L. MACCARONE
COMMISSIONER


Michael Esposito, Bureau Chief
Code Compliance Division


ELM:ME:tc
Enclosure



1956

Home Title

Title No. 193974

Notarized

Jacob Waldorf

73334

TO

Bernard Komaroff, Esq.

1213

Marriott and Earl Allen

WITH CERTAIN ACRES, GRADIENTS

The land interest by the within instrument

is in Section 10 in Block 20 on the

East Map of the County of Nassau

16/12 Reopened to Record of

Sampson, Bulman & Hagan, Inc.

160-16 Jamaica Ave

Jamaica 25, New York

RECORDED BY

HOME TITLE GUARANTY COMPANY

NEW YORK

MINEOLA WHITE PLAINS

RETURN TO

AL

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

December 19, 2019

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

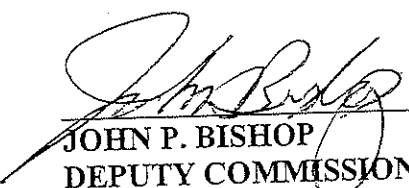
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: 20 14th STREET, LOCUST VALLEY
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 \$1,530.30.

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

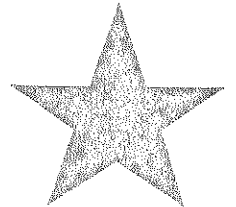


**JOHN P. BISHOP
DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT**

JPB/kjb

Enc. T & M sheet

12007315
CLEAN - UP 20 14TH STREET, LOCUST VALLEY TO P & D





MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED
UNDER ROAD RESTORATION

Location (30-22-68) 20 14TH ST LOCUST VALLEY 11560
Work Order # 66183

Date Dec 12, 2019


Labor Costs						
Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
MICHAEL BARRY	General Maintenance	01:00	\$30.19	00:00	0	\$30.19
SCOTT DADE	General Maintenance	01:00	\$48.31	00:00	0	\$48.31
JOSEPH LOIODICE	General Maintenance	01:00	\$28.31	00:00	0	\$28.31
RODOLFO MERCADO	General Maintenance	01:00	\$25.11	00:00	0	\$25.11
DORIAN COVEN	General Maintenance	01:00	\$26.29	00:00	0	\$26.29
JOHN SANDIFORD	General Maintenance	01:00	\$29.53	00:00	0	\$29.53
ROBERT SANZOVERINO	General Maintenance	01:00	\$25.66	00:00	0	\$25.66
TODD FRENCH	General Maintenance	01:00	\$15.00	00:00	0	\$15.00
Total Labor						\$228.40

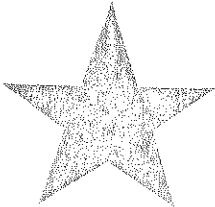
Tools/Vehicle					
Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost	
PU455	2019 FORD F350 YW	\$79.00	01:00	\$79.00	
RO025	ROLL-OFF CHASSIS 2006 INTL 7600 YW (T-618)	\$250.00	01:00	\$250.00	
SK005	SKID LOADER 2005 KOMAT 1020 YW	\$26.00	01:00	\$26.00	
Total Equipment				\$355.00	

Materials					
Material	Cost Per Unit	Units	Line Cost		
Administrative Fee	\$750.00	1	\$750.00		
Tipping Fee (per ton)	\$87.51	2.25	\$196.90		
Total Materials			\$946.90		

Grand Total \$1530.30

Description of Work:
clean up 20 14th street lv

Signature: 
Name: Peter Brown
Title: Director of Highway Operations
Date: Dec 18, 2019



WHEREAS, Joanne Foley, Event Coordinator, Bethpage Central Park Kiwanis, by letter dated February 18, 2020, requested the use of twenty-five (25) traffic cones, ten (10) barricades and the posting of temporary "Road Closure" and "No Parking" signs on Broadway in Bethpage, from 7:00 A.M. through 6:00 P.M., for the Bethpage Central Park Kiwanis Club Annual Spring Festival on Sunday, May 17, 2020; and

WHEREAS, John P. Bishop, Deputy Commissioner, Department of Highways, by memorandum dated February 18, 2020, advised that the Department has no objection to providing the Bethpage Central Park Kiwanis Club with the use of twenty-five (25) traffic cones, ten (10) barricades and the posting of temporary "Road Closure" and "No Parking" signs on Broadway, Bethpage, from 7:00 A.M. through 6:00 P.M., for the Bethpage Central Park Kiwanis Club Annual Spring Festival on Sunday, May 17, 2020, said traffic cones and barricades to be delivered on Friday, May 15, 2020; 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 Highways is hereby authorized to provide twenty-five (25) traffic cones, ten (10) barricades and the posting of temporary "Road Closure" and "No Parking" signs on Broadway, Bethpage, from 7:00 A.M. through 6:00 P.M., for the Bethpage Central Park Kiwanis Club Annual Spring Festival on Sunday, May 17, 2020, said traffic cones and barricades to be delivered on Friday, May 15, 2020, 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; and
3. The said organization shall file a Certificate of Insurance and Declaration Page(s) with the Office of the Town Clerk, indicating said organization maintains general liability insurance, with a Commercial Liability limit of \$1,000,000 per occurrence with a general aggregate of \$2,000,000, and naming the Town as an additional insured, in connection with the aforescribed activity.

-#-

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

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

24

TOWN OF OYSTER BAY

Inter-Departmental Memo

February 19, 2020

TO: MEMORANDUM DOCKET

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER OF HIGHWAYS

SUBJECT: BETHPAGE-CENTRAL PARK KIWANIS CLUB ANNUAL SPRING STREET FAIR
SUNDAY, MAY 17TH, 2020

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 Spring Street Fair on Sunday, May 17, 2020.

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.

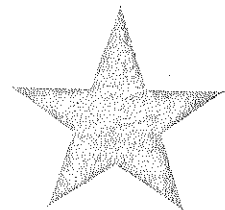
In addition, the Highway Department can readily supply ten (10) barricades and twenty five (25) traffic Cones for the event.

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


JOHN P. BISHOP
DEPUTY COMMISSIONER OF HIGHWAYS

JPB/kaz

C: Town Attorney (9) copies
Peter Brown, General Foreman 002
John Guarino, General Foreman 003
Richard Lenz, P.E., Commissioner DPW/HWY
Steve Kelly, Sign Bureau Supervisor
Justin McCaffrey, Commissioner, Public Safety Department
Grace Santa Maria, Highway Administration





Kim Z

DEPUTY COMM/HIGHWAY

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. Belesi
Dr. Scott Berg
Bethpage Pharmacy
Teri Catapano Black
Janice M. Boyd
Dennis Brady
Gary S. Bretton
Maryanne D. Brown
Matthew Brown
Patty Donohue Brown
Sean P. Brown
Donna Marie Caivano
Donna Callegari
Frank Camerlengo
Paula Carey
Carole Ann Catapano
Anthony Ciarniello
Ronny Ciarniello
Bill Ciminelli
Joseph R. Ciminna Jr
Josephine Cittadino
Terrence Clark
Brad Cohen
Alicia Cosentino
John Coumatos
Maryola Dannebaum
Lori Dietrich
Brian Feingold
Alan Finchley
James J. Foley
Joanne Foley
Mary Guariglia
James Hudak
Shane Kanover
Joe Kenny
Jerry Kohli
Bob Krol
Susan Lippman
Edward P. Mangano
Linda Mangano
Robert Pearl
Charles Razenson
Vincent Riservato
Marguarite Romano
John Sarcone
Ellen Scimeca
Joseph Smallarz
Edward Rae
Eileen Thompson
Ann Torcivia
Al Trotter
Frances Trotter
Dr. Larain Valenti
Rose Marie Walker
Joseph Wing

February 18, 2020

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 17, 2020. This event is our biggest fundraiser. We have already requested and received approval from Nassau County to close the road from 7 am through 6 p.m.

We are requesting your assistance. We would like to have 10 barricades and 25 traffic cones 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 15th 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 17th.**

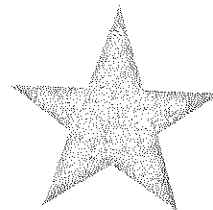
Please feel free to contact me if you need additional information. I can be reached on my cell phone at [REDACTED] Thank you, in advance, for your assistance.

Regards,

Joanne

Joanne Foley
Event Coordinator
Secretary

REC'D BY HIGHWAY DEPT
FEB 18 20 AM 10:06





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/11/2020

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 E-MAIL: kiwaniscert@hylant.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): 317-817-5151 NAIC#: 19437
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COVERAGES CERTIFICATE NUMBER: 1459176522 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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	013136005	11/1/2019	11/1/2020	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG. \$2,000,000 Liquor Liability \$1,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <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		013136005	11/1/2019	11/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED 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	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 \$
A	Self-Insured Retention		013136005	11/1/2019	11/1/2020	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 17, 2020 or any future date(s) during the policy term
Kiwanis Street Vendor Craft Fair
Held on Broadway between Powell Avenue and Nibbe Lane/Broadway to Stewart Ave., Bethpage, NY
Kiwanis Club of Bethpage-Central Park

CERTIFICATE HOLDER Town of Oyster Bay 54 Audrey Ave 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
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ENDORSEMENT

This endorsement, effective 12:01 AM 11/01/2019

Forms a part of policy no.: 013136005

Issued to: KIWANIS INTERNATIONAL, INC.

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION
(Based on CG 2026 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

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

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

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

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

However:

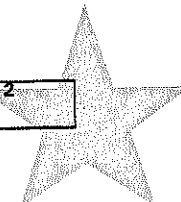
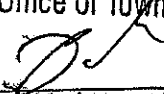
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the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

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

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

1. Required by the contract or agreement; or

Reviewed By
Office of Town Attorney

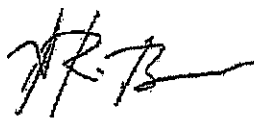


2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

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

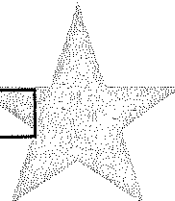
All other terms and conditions of the policy remain the same.

Reviewed By
Office of Town Attorney



Authorized Representative

LX4309 (06/14)	Includes Copyrighted Information of the Insurance Services Offices, Inc., with its permission. All Rights Reserved.	Page 2 of 2
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Harmless Agreement for Use of Town Property and/or Equipment

This Agreement is made this th 11 day of Feb. 2020, by Bethpage Central Park Kiwanis (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 SUN. 5/17/2020 through SUN. 5/17/2020

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 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:

BETHPAGE CENTRAL PARK KIWANIS

Address of Organization:

P.O. BOX 623

BETHPAGE, NY 11714-0623

By: Joanne Foley
Authorized Representative

Title: Event Coordinator

Telephone Number: [REDACTED]

Reviewed By
Office of Town Attorney

[Signature]



DATE: 2/19/20

TO: HIGHWAY OPERATIONS

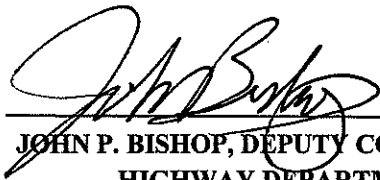
SUBJECT: Bethpage Central Park Kiwanis Club Annual Street Fair

PLEASE DELIVER TO:	DATE OF EVENT:	May 17, 2020
B.K. Sweenys - In the back 356 Broadway Bethpage	SNOW FENCE:	
CONTACT: Joanne Foley [REDACTED]	BARRICADES:	10
	CONES:	25
	SORT PAILS:	
	PORTABLE LIGHTS:	
	GENERATOR:	
	PACKER:	
	DELIVER ON:	5/15/20
	PICKUP ON:	5/18/20

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

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

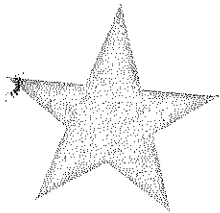
JPB/kaz



JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

CC: Peter Brown, General Foreman 002
John Guarino, General Foreman 003
Ray Swierkowski Jr., Area Foreman 023
Jeff VanNostrand
Public Safety Division

Dan Kornfeld



WHEREAS, Joanne Foley, Event Coordinator, Bethpage-Central Park Kiwanis, P.O. Box 623, Bethpage, New York 11714, by letter dated February 18, 2020, requested the closure of Broadway, Bethpage, between Powell Avenue and Nibbe Lane, AND the posting of temporary "Road Closure" and "No Parking" signs from 6:00 a.m. through 6:00 p.m., on October 4, 2020, as well as the use of ten (10) complete traffic barricades, and twenty-five (25) traffic cones, with said barricades to be delivered on October 2, 2020, to the rear of BK Sweeney's Restaurant, 356 Broadway Bethpage, New York 11714, and to be collected at the Town's convenience, for the Bethpage-Central Park Kiwanis Annual Fall Street Fair, to be held on October 4, 2020; and

WHEREAS, John P. Bishop, Deputy Commissioner, Highway Department, by memorandum dated February 19, 2020, advised that the abovementioned Town property and equipment, will not be required for use by the Town at that time, and that the Highway Department has no objection to providing the Bethpage-Central Park Kiwanis with the closure of Broadway, Bethpage, between Powell Avenue and Nibbe Lane, and the posting of temporary "Road Closure" and "No Parking" signs from 6:00 a.m. through 6:00 p.m., on October 4, 2020, as well as the use of ten (10) complete traffic barricades, and twenty-five (25) traffic cones, with said barricades to be delivered on October 2, 2020, to the rear of BK Sweeney's Restaurant, 356 Broadway Bethpage, New York 11714, and to be collected at the Town's convenience, for the Bethpage-Central Park Kiwanis Annual Fall Street Fair, to be held on October 4, 2020; 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 Highway Department is hereby authorized to provide the Bethpage-Central Park Kiwanis with closure of Broadway, Bethpage, between Powell Avenue and Nibbe Lane, and the posting of temporary "Road Closure" and "No Parking" signs from 6:00 a.m. through 6:00 p.m., on October 4, 2020, as well as the use of ten (10) complete traffic barricades, and twenty-five (25) traffic cones, with said barricades to be delivered on October 2, 2020 to the rear of BK Sweeney's Restaurant, 356 Broadway Bethpage, New York 11714, and to be collected at the Town's convenience, for the Bethpage-Central Park Kiwanis Annual Fall Street Fair, to be held on October 4, 2020; subject to the following conditions:

1. The use of all Town property and equipment shall be in conformance with the direction of the Deputy Commissioner of the Highway Department, 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 all Town property and equipment, and in the conduct of the aforesaid activity; and

3. The said organization shall file a Certificate of Insurance with the Office of the Town Clerk, indicating said organization maintains 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.

-#-

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

21

TOWN OF OYSTER BAY

Inter-Departmental Memo

February 19, 2020

TO: MEMORANDUM DOCKET

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER OF HIGHWAYS

SUBJECT: BETHPAGE-CENTRAL PARK KIWANIS CLUB ANNUAL FALL STREET FAIR
SUNDAY, OCTOBER 4TH, 2020

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 Fall Street Fair on Sunday, October 4, 2020.

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.

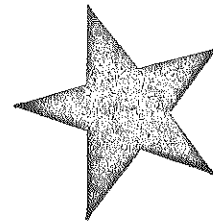
In addition, the Highway Department can readily supply ten (10) barricades and twenty five (25) traffic cones for the event.

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


JOHN P. BISHOP
DEPUTY COMMISSIONER OF HIGHWAYS

JPB/kaz

C: Town Attorney (9) copies
Peter Brown, General Foreman 002
John Guarino, General Foreman 003
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. Belesi
Dr. Scott Berg
Bethpage Pharmacy
Teri Catapano Black
Janice M. Boyd
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Josephine Cittadino
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Mary Guariglia
James Hudak
Shane Kanover
Joe Kenny
Terry Kohli
Bob Krol
Susan Lippman
Edward P. Mangano
Linda Mangano
Robert Pearl
Charles Razenson
Vincent Riservato
Marguarite Romano
John Sarcione
Ellen Scimeca
Joseph Smalarz
Edward Rae
ileen Thompson
Ann Torcivia
I Trotter
Frances Trotter
r. Larain Valenti
ose Marie Walker
Joseph Wing

February 18, 2020

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, October 4, 2020. This event is our biggest fundraiser. We have already requested and received approval from Nassau County to close the road from 7 am through 6 p.m.

We are requesting your assistance. We would like to have 10 barricades and 25 traffic cones 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, October 2nd and can be picked up from that same location at your convenience.

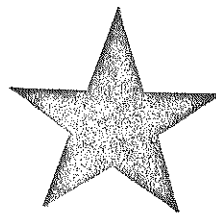
In addition, we were wondering if it might be possible to get temporary "No Parking/Road Closure" signs put up on Broadway one week prior to the event. These signs should contain the information that there is **no parking and the road will be closed from 6 am through 6 pm on Sunday, October 4th**.

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)
2/11/2020

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 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: 85547958 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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		013136005	11/1/2019	11/1/2020	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$6,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Liquor Liability \$1,000,000
A	<input type="checkbox"/> 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			013136005	11/1/2019	11/1/2020	COMBINED SINGLE LIMIT (Ea 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 DED 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	Y/N	N/A				PER STATUTE OTH ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Self-Insured Retention			013136005	11/1/2019	11/1/2020	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).

October 4, 2020 or any future date(s) during the policy term
Kiwanis Street Vendor Craft Fair
Held on Broadway between Powell Ave & Nibble Ln & Inc. Washington & Benkert Streets
Kiwanis Club of Bethpage-Central Park

CERTIFICATE HOLDER Town of Oyster Bay 54 Audrey Ave Oyster Bay NY 11771	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Judy K. Wilson
--	---

Reviewed By
Office of Town Attorney

ENDORSEMENT

This endorsement, effective 12:01 AM 11/01/2019

Forms a part of policy no.: 013136005

Issued to: KIWANIS INTERNATIONAL, INC.

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

(Based on CG2026 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

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

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

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

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

However:

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

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

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

1. Required by the contract or agreement; or

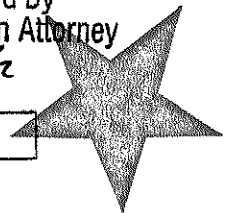
Reviewed By
Office of Town Attorney



LX4309 (06/14)

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Page 1 of 2

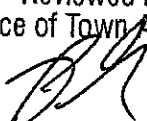


2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

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

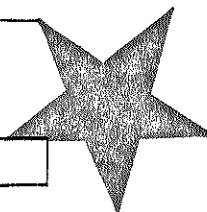
All other terms and conditions of the policy remain the same.

Reviewed By
Office of Town Attorney



Authorized Representative

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Harmless Agreement for Use of Town Property and/or Equipment

This Agreement is made this ^{11th} day of FEB 2020 by Bethpage Central Park Kiwanis (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 SUN. 10/4/2020 through SUN. 10/4/2020

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 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:

BETHPAGE CENTRAL PARK KIWANIS

Address of Organization:

P.O. BOX 623

BETHPAGE, NY 11714-0623

By:

Joanne Foley
Authorized Representative

Title:

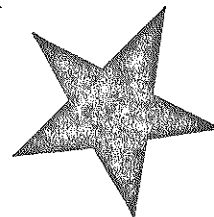
Event Coordinator

Telephone Number:

[REDACTED]

Reviewed By
Office of Town Attorney

BR




DATE: 2/19/20
TO: HIGHWAY OPERATIONS
SUBJECT: Bethpage Central Park Kiwanis Club Annual Fall Festival

PLEASE DELIVER TO:	DATE OF EVENT:	October 4, 2020
B.K. Sweenys - In the back 356 Broadway Bethpage	SNOW FENCE:	
CONTACT: Joanne Foley [REDACTED]	BARRICADES:	10
	CONES:	25
	SORT PAILS:	
	PORTABLE LIGHTS:	
	GENERATOR:	
	PACKER:	
	DELIVER ON:	10/2/20
	PICKUP ON:	10/5/20

SWEEPING BEFORE AFFAIR IS NEEDED: YES XX
NO

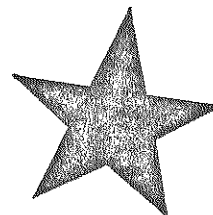
Please be advised that when signing on receipt of Town Equipment, your organization will be held responsible for their return.

JPB/kaz


JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

CC: Peter Brown, General Foreman 002
John Guarino, General Foreman 003
Ray Swierkowski Jr., Area Foreman 023
Jeff VanNostrand
Public Safety Division

Dan Kornfeld



Reviewed By
Office of Town Attorney

Meeting of March 10, 2020

Resolution No. 193-2020

WHEREAS, George Baptista, Jr., Deputy Commissioner, Department of Environmental Resources, by memorandum dated February 20, 2020, requested Town Board authorization to reimburse Julia Schneider, Director, Town Environmental Quality Review (TEQR), Department of Environmental Resources, for the costs associated with her training and certification in the Certified Professional Erosion & Sediment Control (CPESC) program, in an amount not to exceed \$146.00, and for the costs associated with her training and certification by the American Institute of Certified Planners, in an amount not to exceed \$579.00, for a total amount of reimbursement for both certifications not to exceed \$725.00,

NOW, THEREFORE, BE IT RESOLVED, that the abovementioned request is hereby accepted and approved, and the Department of Environmental Resources is hereby authorized to reimburse, Julia Schneider, Director, Town Environmental Quality Review (TEQR), Department of Environmental Resources, for the costs associated with her training and certification in the Certified Professional Erosion & Sediment Control (CPESC) program, in an amount not to exceed \$146.00, and for the costs associated with her training and certification by the American Institute of Certified Planners, in an amount not to exceed \$579.00, for a total amount of reimbursement for both certifications not to exceed \$725.00; and be it further

RESOLVED, that the funds for said payments shall be drawn from Account No. DER A 8090 44500 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, or claims, after audit.

-#-

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

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

29



(https://www5.smartadserver.com/click?

imgid=23477441&insid=8572011&pgid=584791&ckid=8908352695324296649&uii=465944258175285783&acd=1574275499626&pubid=26&tmstp=3967279121&tgt=924dt%3d1t%3b%24dma%3d501%3b%24hc&systgt=%24qc%3d1500001840%3b%24ql%3dHigh%3b%24qpc%3d11791%3b%24qt%3d152_1829_12069t%3b%24dma%3d501%3b%24b%3d11110%3b%24o%3d11100%3b%24sw%3d1600%3b%24sh%3d768&envtype=0&imptype=0&pgDomain=https%3a%2f%2fwww.planning.org%2fstore%2forder_confirmation%2f&go=https%3a%2f%2flearn.planning.org%2fcatalog%2f)

Hello Julia [/myapa/](#)



American Planning Association ⁽¹⁾
Creating Great Communities for All

[About APA \(/aboutapa/\)](#) [My APA \(/myapa/\)](#) [Log Out \(/logout/\)](#)
[\\$/store/cart/](#)

Enter keyword or phrase

[Home \(/\)](#) > [My APA \(/myapa/\)](#) >

Receipt for Order #3076132

Thank you for your order!

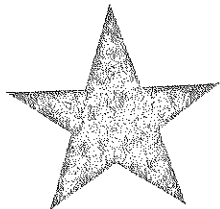
ORDER PLACED: 03/23/2019

162408 | Julia Schneider, AICP | APA ID: #162408

Items	Price	Qty	Total
AICP Membership	\$0.00	1.00	\$165.00
APA Professional Membership	\$0.00	1.00	\$345.00
New York Metro Chapter	\$0.00	1.00	\$69.00
Total Purchased:			\$-579.00

PAYMENT:

		Total
CC		\$579.00
Balance:		\$0.00



https://www.planning.org/store/order_confirmation/?order_id=3076132

11/20/2019

EnviroCert Certification Portal Store

Thank you for your order!
Please print out this page as a receipt.

Order # 38196

Transaction # 61814611469

Status

July 11th 2019 15:50: New
Order successfully submitted

Items Ordered

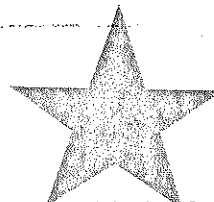
Renewal Fee - 1 year (CPESC) - \$140.00 x 1 = \$140.00

Contact Information

Julia Schneider
[REDACTED]
[REDACTED]

Shipping Method

Flat Rate Shipping
Third Party Credit Card Fee
\$6.00



7/11/2019

Total

Shipping + \$6.00

Total = \$146.00

Paid

19-Jul-11 15:50 Credit cards - \$146.00

Balance = \$0.00

Shipping To

[REDACTED]

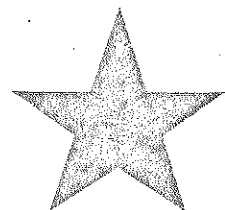
[REDACTED]

NY

[REDACTED]

United States

Please click here to return to your portal dashboard (<https://envirocertintl.useclarus.com>)



7/11/2019

WHEREAS, George Baptista, Jr., Deputy Commissioner, Department of Environmental Resources, by memorandum dated February 20, 2020, requested Town Board authorization for the Town of Oyster Bay to accept a One Thousand Dollar (\$1,000.00) gift from the family of Thomas F. Sullivan, who passed away last year, to sponsor the 2020 Dune Stabilization Program and the Dune Day event, to benefit the Town by providing funds needed to purchase materials and supplies;

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Town Board hereby authorizes the Department of Environmental Resources to accept the above stated donation, and that said donation be deposited in Account No. TWN A 0001 02705 000 0000, to be used to sponsor the 2020 Dune Stabilization Program and Dune Day 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	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

13

Town of Oyster Bay

Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: George Baptista, Jr., Deputy Commissioner
Department of Environmental Resources

DATE: February 20, 2020

SUBJECT: Acceptance of Gifts to Benefit the 2020 Dune Stabilization Program

The Department of Environmental Resources respectfully request Town Board authorization to accept the generous offer of a thousand dollar (\$1,000) donation from the family of Thomas F. Sullivan who passed away last year. Mr. Sullivan was an enthusiastic volunteer at the Dune Day event each year and great patron of TOBAY Beach. The Sullivan family requests that Mr. Sullivan's name appear on the event poster to honor him and the Sullivan Family noted as a sponsor of the 2020 program. The Sullivan family will also participate at the event to honor him.

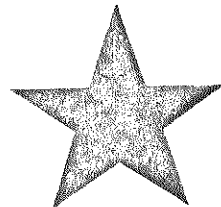
This gifts will benefit the Town by adding to the funds needed to purchase materials and supplies for the Dune Day event.

We respectfully request that the Town approve this donation, and that it shall be deposited in account TWN A 0001 02705 000 0000.


George Baptista, Jr.
Deputy Commissioner

GB:MW:ca
Attachments

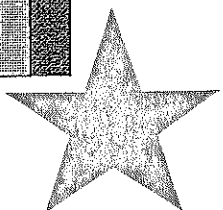
cc: Office of the Town Attorney (with 9 copies)
Steven C. Ballas, Comptroller, Office of the Comptroller
Brian Nevin, Public Information Officer
Joseph Pinto, Commissioner, Department of Parks
File: E900 and G500





TOWN OF OYSTER BAY - CASH RECEIPT TRANSMITTAL

DER201006



Line #	Deposit Date	BANK	DEPT	Fund	Function	Main Acc	Sub Acc	Auth	Source	OYS	Description	AMOUNT	AMCO
1	2/14/20	7876	TWN	A	0001	02705	000	.0000.			Marc J. Gottridge	1,000.00	
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3													
4													
5													
6													
7													
8													
9													
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11													
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16													
17													
18													
19													
20													
21													
22													
23													
24													
Total												1,000.00	

Department DER/Donation
Prepared By Dan Stein
Date 2/14/20

SECRET
100-441100
OFFICE OF THE DIRECTOR

DOLLARS		CENTS	
1	00	00	00
2	00	00	00
3	00	00	00
4	00	00	00
5	00	00	00
6	00	00	00
7	00	00	00
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98	00	00	00
99	00	00	00
100	00	00	00

11,000.00 3958

TOTAL LINES 39-60)
FORWARD TO OTHER SIDE

CLERK AND COIN FOR OFFICE USE ONLY

CURRENCY	QUANTITY	VALUE	DOLLARS	CENTS
	X	100		
	X	50		
	X	25		
	X	10		
	X	5		
	X	2		
	X	1		

TOTAL CURRENCY
FORWARD TO OTHER SIDE

QUANTITY	VALUE	DOLLARS	CENTS
100	1.00		
50	.50		
25	.25		
10	.10		
5	.05		
1	.01		

TOTAL CEN.
FORWARD TO OTHER SIDE

B11DT021982 **DEPOSIT TICKET**

TOWN OF OYSTER BAY
74 AUDREY AVENUE
OYSTER BAY, NY 11771



Bank

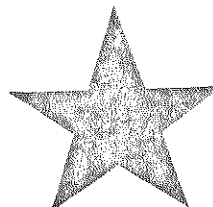
America's Most Convenient Bank®

DATE	DOLLARS	CENTS
CURRENCY		
COIN		
CHECKS (List each separately)		
1 1540	1000	00
2		
3		
4		
5		
6		
7		
8		
9		
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28		
29		
TOTAL FROM OTHER SIDE		

PLEASE RE-ENTER
TOTAL HERE

#100000

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL. A HOLD FOR UNCOLLECTED FUNDS MAY BE PLACED ON FUNDS DEPOSITED BY CHECK OR SIMILAR INSTRUMENTS. THIS COULD DELAY YOUR ABILITY TO WITHDRAW SUCH FUNDS. THE DELAY, IF ANY, WOULD NOT EXCEED THE PERIOD OF TIME PERMITTED BY LAW.



MARC J. GOTTRIDGE
SUSAN SULLIVAN GOTTRIDGE

1-8
210 852

1340

Date 2-11-20

Pay to the order of Supervisor - Town of Oysta Bay \$ 1000.00

One thousand & 00/100

Dollars



Security Features
Included
Circle on Back

citibank
CITIBANK, N.A.

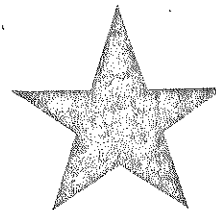
Citi Private Bank

Memo

Susan Sgottridge

NP

1340



January 11, 2020

Susan Sullivan Gottridge
[REDACTED]
[REDACTED]

Supervisor Saladino and Town Board
Town of Oyster Bay
54 Audrey Avenue
Oyster Bay, NY 11771

Dear Supervisor Saladino and Town Board:

My family and I would like to donate \$1000 towards Tobay Beach Dune Day on March 28, 2020 in memory and honor of my father, Thomas F. Sullivan.

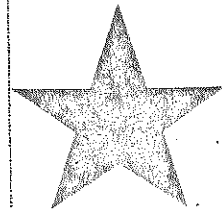
My father was a long-time resident of Hicksville. He and my mother moved there in 1958 and he passed away last year. My father was a graduate of Brooklyn Tech High School, served in the army in Germany and started his landscaping business. He and my mother had six children who grew up enjoying the Town beaches and parks. My father worked as a landscaper serving the Garden City area until he retired at age 70. My father volunteered at the Gregory Museum, Trinity Lutheran Church, a Hurricane Katrina clean-up and every year at Dune Day. My father loved and enjoyed Tobay Beach. He encouraged his six kids and his grandchildren to join him on Dune Days to plant. He always stressed to us the importance of preserving the dunes. He appreciated that the Town organized this event and was impressed by the people who participated.

My parents enjoyed the summer concerts put on by The Town of Oyster Bay and attended as many as they could.

My family and I thank you for considering our participation in Dune Day.

Very truly yours,

Susan S. Gottridge
Susan Sullivan Gottridge



WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated February 24, 2020, requested Town Board approval to conduct an Outdoor Fitness and Wellness Event, to be held at Theodore Roosevelt Memorial Park, Oyster Bay on Saturday, June 13, 2020, from 9:00 am to 2:00 pm, with a rain date scheduled for Sunday, June 14, 2020, or as otherwise determined by the Department of Parks, as well as Town Board approval to accept registration fees for said event, along with sponsor fees, vendor fees, exhibitor fees, mobile food concession fees and commemorative merchandise revenue; and

WHEREAS, Commissioner Pinto, by said memorandum, advised that pursuant to the Town of Oyster Bay Procurement Policy, the Department of Parks released a Request for Proposals (RFP) for event production services to be developed and executed with the Town of Oyster Bay Department of Parks for an Outdoor Fitness and Wellness event. The RFP was published on the Town website and sent via e-mail to eleven (11) promotional and/or media groups; and

WHEREAS, the Office of the Town Attorney, by memorandum of Matthew M. Rozea, Esq., Deputy Town Attorney, dated February 27, 2020, advised that in accordance with Guideline 7 of the Town Procurement Policy, the Department of Parks has complied with the Procurement Policy in its effort to obtain three (3) responses to the RFP; and

WHEREAS, Commissioner Pinto, by said memorandum, advised that pursuant to Town Policy, proposers were required to complete a disclosure questionnaire, to be processed through the Town's vendor monitoring system; and

WHEREAS, Commissioner Pinto, by said memorandum, further advised that the Department of Parks received one (1) response, from the New York Fit Fest Corp., and the Department of Parks, following its review, determined that the proposal meets the administrative and operation requirements stated in the RFP; and

WHEREAS, Commissioner Pinto, by said memorandum, recommended that the Town enter into a one (1) year contract with New York Fit Fest Corp. commencing March 10, 2020 through March 9, 2021 with provision that the term of the agreement may be extended at the mutual consent of the parties for a maximum of three (3), one (1) year extensions; and

WHEREAS, Commissioner Pinto, by said memorandum, requested that the event be offered to both Town of Oyster Bay residents and non-residents, and that registrants have the opportunity to participate throughout the day in a series of professionally conducted fitness classes offered for all ages and abilities; and

WHEREAS, Commissioner Pinto, by said memorandum, further requested that all event and program related sponsorship and vendor revenues from said event be shared equally (50/50), upon event reconciliation, between the Town of Oyster Bay and New York Fit Fest Corp. provided those sponsorships were jointly sold by the Town of Oyster Bay and The New York Fit Fest Corp., and further, that all sponsorship revenues and/or fees provided, solicited or retained by the Town of Oyster Bay or New York Fit Fest Corp. prior to said event shall be collected and retained respectively by each party; and

WHEREAS, Commissioner Pinto, by said memorandum, further advised that in addition to the above, New York Fit Fest Corp. shall render the payment of \$3,500.00, upon reconciliation of said event, to the Town of Oyster Bay as a municipal site location fee which shall include use of the beach facility, parking, set-up and site preparation and any other event and/or program related amenities which shall be determined and agreed upon in advance by New York Fit Fest Corp. and by the Commissioner of Parks or his designee; and

WHEREAS, Commissioner Pinto, by said memorandum, further requested that all monies collected or due to the Town of Oyster Bay from said event which shall include, but are not limited to, registration fees, event sponsor fees and vendor fees shall be deposited in the Town of Oyster Bay General Fund Account No. TWN A 0001 02770 590 0000. Upon internal event reconciliation, sixty-five percent (65%) of the total monies shall remain in said General Fund Account No. TWN A 0001 02770 590 0000 and the remaining thirty-five percent (35%) of total monies received from event shall be transferred to the Town of Oyster Bay Fitness and Wellness Program Trust TWN TA 0000 00085 437 0000, Customer # 71523 to be used to develop and execute future wellness events for the Town of Oyster Bay; and

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

NOW, THEREFORE, BE IT RESOLVED, That the requests as set forth hereinabove are hereby accepted and approved, and the Department of Parks is hereby authorized to conduct the Town of Oyster Bay Outdoor Fitness and Wellness Event, to be held at Theodore Roosevelt Memorial Park, Oyster Bay on Saturday, June 13, 2020, from 9:00 am to 2:00 pm, with a rain date scheduled for Sunday, June 14, 2020, or as otherwise determined by the Department of Parks, upon the terms as requested by Commissioner Pinto and as set forth hereinabove, and be it further

RESOLVED, the Town is authorized to enter into a one (1) year contract with New York Fit Fest Corp. commencing March 10, 2020 through March 9, 2021 with provision that the term of the agreement may be extended at the mutual consent of the parties for a maximum of three (3), one (1) year extensions, and the Supervisor or his designee is authorized to enter into an Agreement between the Town of Oyster Bay and New York Fit Fest Corp., upon the terms set forth hereinabove, and be it further

EVENT SPONSORS

Event Sponsors may include, but are not limited to the logo and/or wordmark in the title of the event and appear as such on all promotional impressions, including but not limited to printings, posters, banners, press releases, media promotion and/or advertising, mailings and commemorative merchandise. Sponsors shall be entitled to a dedicated area at the event, designated by the Department of Parks for any promotional displays, advertising and giveaways. Valuation of Sponsorship shall be agreed upon in advance by the Commissioner of Parks or his designee and the New York Fit Fest Corp. and shall be determined by their level of participation.

IN-KIND SPONSOR

In-Kind Sponsors shall be included in promotional material and may be entitled to a dedicated area at the event, designated by the Department of Parks. Valuation of In-Kind Sponsorships shall be agreed upon in advance by the Commissioner of Parks or his designee and the New York Fit Fest Corp. and shall be determined by their level of participation.

VENDOR

A Vendor shall be allotted a designated area at the event, designated by this department, and up to two (2) - 8 foot tables, one (1) - 6 foot table and one (1) - 10 foot x 10 foot tent to sell product directly to the spectators attending the event. Tables and tent shall be the responsibility of the vendor. Valuation of a Vendor Sponsorship shall be agreed upon in advance by the Commissioner of Parks or his designee and the New York Fit Fest Corp. and shall be determined by their level of participation.

WHEREAS, Commissioner Pinto, by said memorandum, confirmed that all such sponsors, vendors and exhibitors shall be legal, accredited businesses in good standing with the State of New York and will be required to provide such documentation upon request, including, but not limited to, current certificates of insurance naming the Town of Oyster Bay and the New York Fit Fest Corp. as additional insureds; and

WHEREAS, Commissioner Pinto, by said memorandum, further requested that the Town of Oyster Bay and the Department of Parks reserve the right to refuse any sponsor, vendor and exhibitor, for any reason that it deems does not properly serve said event and/or the public in attendance; and

WHEREAS, Commissioner Pinto, by said memorandum, further requested that all registration fees (resident, non-resident, Seniors 60+, Students 12-18) from said event be shared equally (50/50), upon event reconciliation, between the Town of Oyster Bay and New York Fit Fest Corp.; and

WHEREAS, Commissioner Pinto, by said memorandum, further requested that the event registration fees, pursuant to the proposed contract, be structured as follows:

TOB Resident	\$50.00
Non Resident	\$65.00
Seniors 60+	\$20.00
Students 12-18	\$20.00
Under 12	Free
Spectators	Free

WHEREAS, Commissioner Pinto, by said memorandum, further requested Town Board approval to waive the daily beach fee at Theodore Roosevelt Beach in Oyster Bay for the day of the event or the scheduled rain date, and that seasonal beach stickers remain available for purchase on site throughout the duration of the event; and

WHEREAS, Commissioner Pinto, by said memorandum, further requested that food and beverage be made available to the public for purchase, to be provided by the then-current (as of the date of such event) Town Concessionaire at Theodore Roosevelt Beach or by an alternate food and beverage provider(s), as determined by the Commissioner of the Department of Parks, or his designee and pursuant to the Town's procurement policy; and

WHEREAS, Commissioner Pinto, by said memorandum, further requested authorization to incorporate the use of mobile food concession(s), in lieu of the then-current Town Food and Beverage Concessionaire(s), and requested a waiver of the provisions of Chapter 173 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, valid and current, insurance, permissions and permits required by the Nassau County Department of Health, and also requested authorization to charge each such participating mobile food concessions a fee not to exceed \$500.00 per event, with all such fees to be deposited in Town of Oyster Bay General Fund Account No. TWN A 0001 02770 590 0000; and

WHEREAS, Commissioner Pinto, by said memorandum, further requested that in furtherance of such event, the Code of the Town of Oyster Bay, Section 168-22 Alcoholic Beverages: *No person shall bring beer, ale or any other alcoholic beverage into any park or beach*, be waived for the event; and

WHEREAS, Commissioner Pinto, by said memorandum, further requested Town Board approval to accept the addition of sponsors and/or vendors, at a fee to be agreed upon in advance by the Commissioner of Parks or his designee and the New York Fit Fest Corp., to said event, at the following levels:

RESOLVED, that the fees and revenues collected from this event be shared between the Town of Oyster Bay and New York Fit Fest Corp. in the respective percentages as set forth hereinabove and the fees and revenues given to the Town of Oyster Bay be deposited in the said respective accounts as hereinabove set forth.

#

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

20

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMORANDUM

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner of Parks

DATE: February 24, 2020

SUBJECT: Town of Oyster Bay Outdoor Fitness and Wellness Event,
Supplemental Memo, Item #9 of the February 25, 2020 Docket

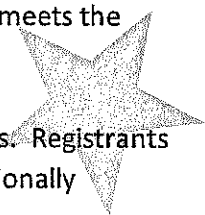
The Department of Parks requests Town Board approval to conduct an Outdoor Fitness and Wellness event, in cooperation with New York Fit Fest Corp, to be held at Theodore Roosevelt Memorial Park in Oyster Bay. The event will be held on Saturday, June 13, 2020, from 9:00am to 2:00pm with a rain date scheduled for Sunday, June 14, 2020. Dates and/or times may change as determined by this department.

Pursuant to the Town of Oyster Bay Procurement Policy, the Department of Parks released a Request For Proposals (RFP) for event production services to be developed and executed with the Town of Oyster Bay Department of Parks for an Outdoor Fitness and Wellness event. The RFP was published on the Town web site and sent via e-mail to eleven (11) promotional and/or media groups. A copy of the RFP and proposed contract are attached.

In accordance with Guideline 7 of the Town Procurement Policy, the Office of the Town Attorney, in a memo dated February 27, 2020 (attached), has determined that the Department of Parks has complied with the Procurement Policy in its' effort to obtain three (3) responses to the RFP.

The Department of Parks received one (1) response from the New York Fit Fest Corp (attached). The Department of Parks, following its' review, has determined that the proposal meets the administrative and operation requirements stated in the RFP.

The event shall be offered to both Town of Oyster Bay residents and non-residents. Registrants shall have the opportunity to participate throughout the day in a series of professionally conducted fitness classes offered for all ages and abilities.



The event registration fees are pursuant to the proposed contract and shall be structured as follows:

- | | |
|------------------|---------|
| - TOB Resident | \$50.00 |
| - Non Resident | \$65.00 |
| - Seniors 60+ | \$20.00 |
| - Students 12-18 | \$20.00 |
| - Under 12 | Free |
| - Spectators | Free |

The Department of Parks requests that the Town Board approval to waive the daily beach fee at Theodore Roosevelt Beach in Oyster Bay for the day of the event or the scheduled rain date. Seasonal beach stickers shall remain available for purchase on site throughout the duration of the event.

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 each event) and/or reserves the right to select alternate food and beverage provider(s), as determined by the Commissioner of Parks or his designee and pursuant to the Town's procurement policy.

The Commissioner of Parks or his designee may incorporate the use of mobile food concession(s), in lieu of the current Town Food and Beverage concessionaire(s). The Department of Parks requests that the Town Board waive the provisions of Chapter 173 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 \$500.00. All fees collected food concession fees 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 is seeking Town Board approval to accept the addition of sponsors and/or vendors, at a fee to be agreed upon in advance by the Commissioner of Parks or his designee and the New York Fit Fest Corp, to said event.

EVENT SPONSORS

Event Sponsors may include, but are not limited to the logo and/or wordmark in the title of the event and appear as such on all promotional impressions, including but not limited to printings, posters, banners, press releases, media promotion and/or advertising, mailings and commemorative merchandise. Sponsors shall be entitled to a dedicated area at the event, designated by this department for any promotional displays, advertising and giveaways. Valuation of Sponsorship shall be agreed upon in advance by the Commissioner of Parks or his designee and the New York Fit Fest Corp and shall be determined by their level of participation.

IN-KIND SPONSOR

In-Kind Sponsors shall be included in promotional material and may be entitled to a dedicated area at the event, designated by this department. Valuation of In-Kind Sponsorships shall be agreed upon in advance by the Commissioner of Parks or his designee and the New York Fit Fest Corp and shall be determined by their level of participation.

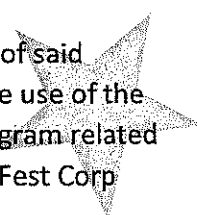
VENDOR

A Vendor shall be allotted a designated area at the event, designated by this department, and up to two 8ft tables, one 6ft table and one 10ft X 10ft tent to sell product directly to the spectators attending the event. Tables and tent shall be the responsibility of the vendor. Valuation of a Vendor Sponsorship shall be agreed upon in advance by the Commissioner of Parks or his designee and the New York Fit Fest Corp and shall be determined by their level of participation.

All Sponsors and/or Vendors must be legal, accredited businesses in good standing within the State of New York and will be required to provide such documentation upon request including but not limited to current certificate of insurance naming the Town of Oyster Bay and the New York Fit Fest Corp as an additional insured.

The Town of Oyster Bay and the Department of Parks reserves the right to refuse any Sponsor and/or Vendor, for any reason that it deems does not properly serve said event and/or the public in attendance.

New York Fit Fest Corp shall render the payment of \$3,500.00, upon reconciliation of said event, to the Town of Oyster Bay as a municipal site location fee which shall include use of the beach facility, parking, set-up and site preparation and any other event and/or program related amenities which shall be determined and agreed upon in advance by New York Fit Fest Corp and by the Commissioner of Parks and or his designee.



All registration fees (TOB Resident, Non-Resident, Seniors 60+, Students 12-18) from said event shall be shared equally (50/50), upon event reconciliation, between the Town of Oyster Bay and the New York Fit Fest Corp.

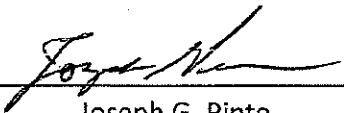
All event and program related sponsorship and vendor revenues from said event shall be shared equally (50/50), upon event reconciliation, between the Town of Oyster Bay and the New York Fit Fest Corp. provided those sponsorships were jointly sold by the Town of Oyster Bay and The New York Fit Fest Corp. All sponsorship revenues and/or fees provided, solicited or retained by the Town of Oyster Bay or New York Fit Fest Corp prior to said event shall be collected and retained respectively by each party.

All monies collected or due to the Town of Oyster Bay from said event which shall include, but are not limited to, registration fees, event sponsor fees and vendor fees shall be deposited in the Town of Oyster Bay General Fund Account TWN A 0001 02770 590 0000. Upon internal event reconciliation, 65% of the total monies shall remain in the Town of Oyster Bay General Fund Account TWN A 0001 02770 590 0000 and 35% of total monies received from event shall be transferred to the Town of Oyster Bay Fitness and Wellness Program Trust TWN TA 0000 00085 437 0000, Customer # 71523 to be used to develop and execute future wellness events for the Town of Oyster Bay.

Pursuant to Town policy, proposers will be required to complete a disclosure questionnaire. That disclosure will be processed through the Town's vendor monitoring system. The questionnaire will be forwarded by e-mail to the principal whose name is provided on the firm's response. Any firm that does not complete and return the electronic questionnaire will not be considered for an award under this RFP.

It is the determination of the Department of Parks that the proposal meets all RFP requirements and therefore recommends that the Town Board enter into a one (1) year contract with New York Fit Fest Corp commencing March 10, 2020 through March 9, 2021 with provision that the term of the agreement may be extended at the mutual consent of the parties for a maximum of three (3), one (1) year extensions.

Therefore, it is respectfully requested that the Town Supervisor, or his designee, be authorized to sign the attached contract.


Joseph G. Pinto
Commissioner of Parks

JGP:ew

C: Town Attorney (+9 copies)

Attachments

**TOWN OF OYSTER BAY
REQUEST FOR PROPOSALS
FOR AN
OUTDOOR FITNESS
AND WELLNESS-BASED EVENT**



PROPOSAL SUBMISSION DEADLINE: 3:00 PM, EST, FEBRUARY 7, 2020



Department of Parks
Joseph G. Pinto, Commissioner
977 Hicksville Road
Massapequa, New York 11758
(516) 797-4142

Request for Proposals (RFP)

The Town of Oyster Bay Department of Parks is seeking a proposal for services to develop and execute an outdoor fitness and wellness-based event, to be held within a Town facility and/or venue to be determined by the Commissioner of Parks. Services shall include:

- A comprehensive plan for an outdoor fitness and wellness-based event including but not limited to all forms of exercise and fitness-based classes and demonstrations;
- A wide range of exercise programs, demonstrations and lectures to accommodate adults, children, seniors including disabled individuals;
- Description and layout of similar, previously executed events and or programs for similar municipalities or like venues;
- Detailed promotional and advertising plan for the event through all forms of media in coordination with the Town of Oyster Bay;
- Schedule and timeline for event promotion, programs and attractions;
- Recommended event sponsor, vendor and exhibitor packaging with pricing structure;
- Recommended pricing and fee structure for various levels of event participation by Town of Oyster Bay and/or non-Town of Oyster Bay residents;
- Proposed revenue compensation plan to the Town of Oyster Bay, based upon, but not limited to, sponsor, vendor, exhibitor and event fees.

The resulting Agreement shall cover services to conduct the event in Spring/Summer of 2020, with an option for the Town to extend on a year to year basis for a total of three additional years.

Limitations

This Request for Proposals (RFP) does not commit the Town to award a contract, to pay any costs incurred in the preparation of a proposal in response to this request, or to procure or contract services or supplies. The Town reserves the right to accept or reject any or all proposals received pursuant to this request, to negotiate with all qualified sources, or to cancel in part or in its entirety this RFP. The Department may waive any technicalities, and may require the Proposer selected to participate in negotiations and to submit any cost, technical, or other revisions of their proposal, as a result of any such negotiations. Proposers' protest rights are limited to violations of federal, state, or local laws and regulations.

It is specifically understood that the relationship between the Town and the Proposer will not be exclusive to the extent that the Town may seek and secure sponsors/advertisers on its own and that the proposer may not derive any remuneration therefrom.

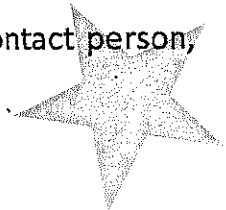
Equal Opportunity

The Town of Oyster Bay is committed to the principles of Equal Employment Opportunity and hereby reaffirms that commitment. The Town will comply with all the nondiscrimination and equal opportunity provisions which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age disability, political affiliation, or belief.

Specifications

The proposal shall include, but not be limited to, the following:

- A cover letter/statement indicating the Proposer's interest in the production of an outdoor fitness and wellness-based event highlighting qualifications to produce the event, including firm name, address, telephone number, email, contact person, and the year the firm was established;
- Proposer's capabilities and experience in event planning, production and sponsorship development including specific example of municipalities, and/or other similar event related programs;
- A description of the Proposer's approach to the development of the overall plan, event packaging, production and sponsorships;
- Proposer's comprehensive plan to develop, execute and produce the event;
- Projected timeline of all key benchmarks for the event from planning to day of event;
- The names and resumes for the key personnel who will be directly involved with this project (limit one page for each person);
- A minimum of two specific examples outlining the financial return on investment from previous events held in cooperation with municipalities and/or other clients;
- Proposed revenue compensation plan to the Town of Oyster Bay based upon, but not limited to sponsor, vendor, exhibitor and event fees.
- A minimum of three references which should include organization, contact person, email and telephone number.



Criteria

The following criteria will be used to assess proposals:

- Proposer's ability to create and develop a viable outdoor fitness and wellness-based event at a Town park or facility, including a comprehensive event program;
- Quality of work and experience previously performed by the proposer for municipalities, and/or other private sector clients with sponsorship and event related platforms;
- Proposer's methodology and detail plan to complete the event program;
- Qualifications of key personnel who will be involved in the program;
- Proposed revenue compensation plan.

Proposers will not be reimbursed or otherwise compensated for costs associated in responding to this request for proposals. Six (6) copies of the response must be received by the Town of Oyster Bay Department of Parks, 977 Hicksville Road Massapequa, New York 11758 no later than Friday, February 7, at 3:00 pm EST, via email, in person, or through U.S. Mail or other like carrier to the attention of the Commissioner of the Department of Parks.

Disclosure of Conflicts

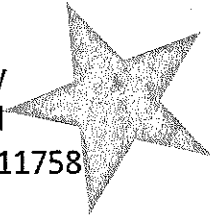
Proposers submitting a response to this RFP must disclose any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to the firm, management or employees of the firm or other persons relative to the services to be provided under the Agreement to be awarded pursuant to the RFP. If a firm has no conflicts of interest, a statement to that effect shall be included in the proposal. All responders must complete the enclosed Disclosure Affidavit.

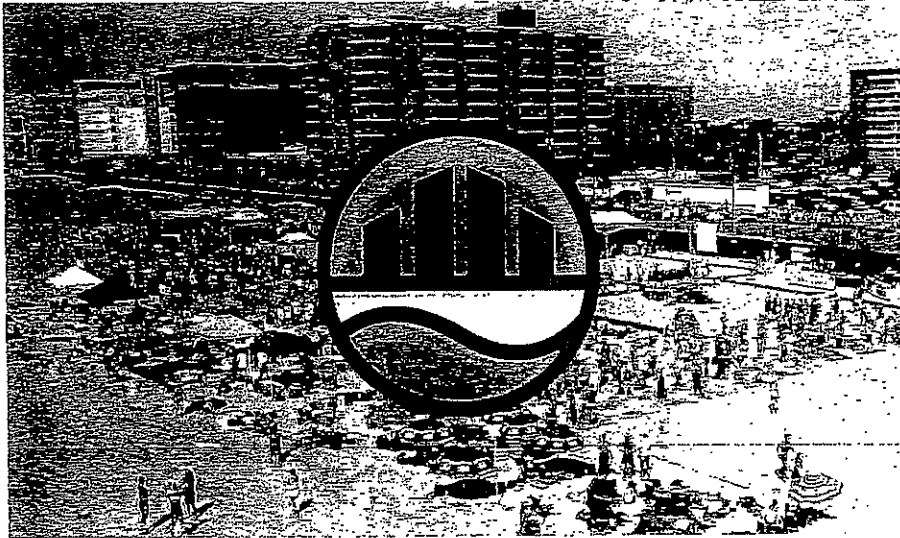
Other Requirements

Proposers are subject to all applicable federal, state and local laws, ordinances, rules and regulations pertaining to services or products to be provided.

Any questions or inquiries concerning this RFP should be directed to:

Andrew Rothstein
Town of Oyster Bay
977 Hicksville Road
Massapequa, New York 11758
(516) 624-6368





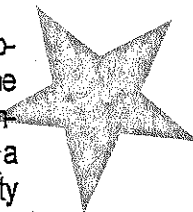
New York Fit Fest Corp
RFP TOWN OF OYSTER BAY DEPARTMENT OF PARKS
2020

Ingrid Dodd
President / New York Fit Fest Corp
264 Lagoon Drive West
Lido Beach NY 11561
516-503-3971
ingriddoddpr@gmail.com

CONFIDENTIAL CAN NOT SHARE THIS INFORMATION

RECEIVED
TOWN OF OYSTER BAY
DEPARTMENT OF PARKS
JUL 24 2020 2:55 PM

Founded by Colette Lee Morales and Ingrid Dodd, NY FIT FEST began as a way to promote healthy living, showcase health and wellness experts, and build community. As the event grew, so did Long Island's status as a place to go for a fitness vacation. Held annually every September in Long Beach, N.Y., this oceanfront wellness event provides a weekend filled with over 50 classes and access to world-class athletes and expert beauty and wellness ambassadors. The event is for all ages and fitness levels, and offers ven-



dors the ultimate platform to showcase their brands, share the latest trends, and interact with festival goers in a gorgeous setting.

Heading into its fourth year, the annual NY FIT FEST will expand its offerings with curated nutrition lectures, motivational guest speakers, wellness ambassadors, expanded fitness classes, mediation and mindfulness workshops, and beauty packages, all before the scenic oceanfront of Long Beach, N.Y., considered one of the most breathtaking beaches of Long Island. As always, participants may choose to take advantage of one of the special overnight packages offered by The Allegria Hotel in Long Beach, NY.

We hope to scale this event and take it on the road to the beautiful waterfront shores in The Town Of Oyster Bay.

Table of Contents

CONFIDENTIAL CAN NOT SHARE THIS INFORMATION.....
1

1. Executive Summary 4

2. Target Market/Target Customers
5

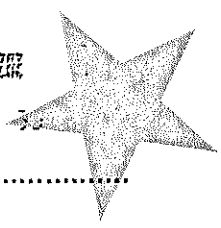
3. Unique Selling Proposition (USP)
6

4. Pricing & Positioning Strategy 7

5. Our Offers
9

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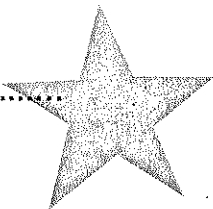
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6. Marketing Materials.....
10

7. Promotions Strategy.....
11

8. Online Marketing Strategy.....
12



1. Executive Summary

The 2019 Global Wellness Institute Trend Report showcases that the wellness industry generated over \$4.2 trillion in economic impact in 2018 and ranked the U.S. as among the world's top wellness destinations. With fitness festivals on the rise as one of the travel industries hottest new trends, Long Island's NY Fit Fest in Long Beach provides locals and travelers with the ultimate fit-cation.

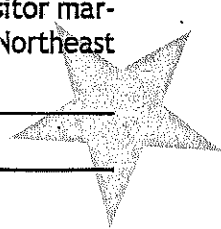
Recognized by Self Magazine as one of the top "7 Fitness Festivals in the U.S.," in its third year NY Fit Fest will expand its offerings with curated nutrition lectures, motivational guest speakers and wellness ambassadors, expanded fitness classes, and beauty and wellness workshops. The enhanced programming will highlight Long Island as a leader in destination fitness retreats.

Held in Long Beach, the oceanfront retreat provides a weekend filled with over 40 classes, world-class athletes, and expert beauty and wellness ambassadors for all ages and fitness levels. NY Fit Fest promotes a healthy living and showcases like-minded regional experts that not only highlight Long Island as a leader in fitness vacations but also support the local community.

New activations will include the creation of a "NY Fit Fest Passport," which promotes fitness and wellness institutions around Long Island, promoting mid-week travel during peak summer season and highlighting local gyms and spas within our community.

In its second year 2018 NY Fit Fest had over 300 Ticket Holders, and 500 spectators, in 2019, we had over 500 Ticket Holders and over 3K Spectators, and as our fourth event approaches in September 2020 we hope to double in size with the addition of our hotel partner, the Allegria Hotel in Long Beach, and possibly take this event to the North Shore of LI.

This event creates a platform to actively engage both the local and visitor market for our destination, dubbing Long Island the fitness capitol of the Northeast and showcasing our growing wellness community.



2. Target Market/Target Customers

A. Demographic Profile of Our Target Customers

Location: Nassau & Suffolk County, Brooklyn, NYC, Conn and NJ

Age: 25-55

Generation: mixed

Income: Average 101K

Gender: Both Female and Male

Range from single to married-couple families that may or may not have children.

Rent and own in racially- and ethnically-diverse neighborhoods.

Most have some college education

Successful

B. Psychographic Profile of Our Target Customers

Value equality, both in terms of social welfare and equal opportunity.

Care about Fitness, Wellness and Beauty

Eat organic food, and are conscious about health and diet

Very spiritual and loyal

Extremely accepting of all walks of nature

Studies show, most successful people are diligent in their fitness, health and beauty regimes.

Love travel, the outdoors and care about the environment.

Animal lovers

Family oriented

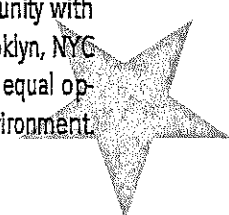
Environmentally conscious

C. Target Customers' Key Problems, Desires and Needs

Our target market loves to travel and keep in shape. This oceanfront fitness and wellness retreat is something rare, that has only been offered out of state in the past. The cost is much less than our out of state competitors, with over 40 diverse classes, is for all ages, and fitness levels. If they are not interested in fitness, wellness and beauty, we offer shopping and hotel overnight stay with dining as an option on one of the most beautiful beaches on the planet.

D. Detailed Customer Profile

Our festival goers are aged 25 to 55, married and single, could be a part of the LGBT community with households averaging about \$101K per year, living in Nassau County / Suffolk County, Brooklyn, NYC NJ & Conn. May or may not have children, own dogs, truly care about the environment and equal opportunity. Enjoy watching and playing sports, and want to live and eat in a clean healthy environment. Care about feeling more attractive.



3. Unique Selling Proposition (USP)

Unique Selling Proposition

NY FIT FEST OCEANFRONT RETREAT

1. Sky Above - Sand Below - Peace Within
2. Relax, Rest and Renew - Do it for YOU
3. #UnitelnFitness - NY Fit Fest brings together men, women, old, young, fit, unfit - Fitness does NOT discriminate
4. The Party without the Hangover - More people are gathering together, getting fit, later in life, more than ever, people are falling in love with themselves and others through the love of becoming FIT

NY Fit Fest brings together the "Best of the Best" and the latest trends in fitness, wellness and beauty!

When you purchase a ticket to NY Fit Fest, be assured the vendors, sponsors, ambassadors and instructors have been handpicked for their reputations of excellence.

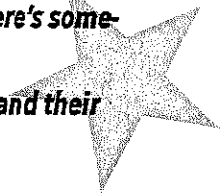
Build your own day of fitness and pick and choose what's right for YOU.

Grab your friends and unplug from the daily grind! Fit-cations are the new party vacations without the hangover. The next time you see that destination retreat on the travel channel, don't fret, NY Fit Fest is available in your own backyard!

With Beauty, wellness and fitness in mind, you can relax, learn or burn and treat yourself to an adventurous trip 35 minutes from the Big City to a North Shore Paradise!

Whether you're a yogi, cyclist, bootcamp enthusiast, inspiring pole dancer, a member of the silver sneakers, beauty fanatic, food lover or avid spa-goer, there's something for everyone.

We plan to grow the festival by also incorporating activities for children and their parents to do TOGETHER, as well as activities for the pets in our lives!



You'll always have the comfort of your routine at home, so use this fit-cation experience to take unique workouts you've been dying to try! You will leave NY Fit Fest with new friends, a renewed sense of self, and learning and growing with like-minded people.

World Renowned Athletes, Celebrity Trainers, Expert Influencers and Professionals Will Lead Activities Ranging From Braid & Bun Beach Bar, Sunrise Yoga, Cyclebar, Mindful Media Lectures, Meditation, Surfing, CrossFit, Booty BootCamp's, Kickboxing, Dance, Zumba, Pole Dancing, Speed and Agility, Positive Body Image Lectures, What's BS in Beauty Lecture, Teen Tent, #NY-FITFEST University Tent and much more!

The North-shore waterfront will serve as the breathtaking backdrop for a **one of a kind fitness, wellness and beauty experience.**

Guests can attend nutrition lectures, listen to motivational speakers, take fitness classes, or listen and experience the latest in beauty and wellness. Not taking classes? That's ok too! Peruse our healthy living, beauty and apparel vendor booth

4. Pricing & Positioning Strategy

We combine premium service with value and offer moderate prices. We offer products or services at multiple price points.

OPTION 1

PREMIUM OFFER

VIP Single Day Pass: \$75 Gift bag and T-Shirt Included Unlimited All Access to any class

GOLD WRISTBAND

GENERAL ADMISSION OFFER: \$50.00 2 Classes

Our out of state competitors are offering 1/2 of the value for double the price

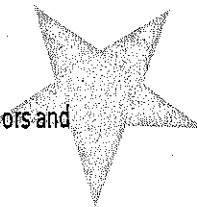
There is no competition for us in NY, as we are the **ONLY** outdoor waterfront fitness, wellness and beauty retreat offering over 40 diverse classes, shopping, lectures.

SPECTATORS / SHOPPING FREE

OPTION 2

Call this event

"NY Fit Fest Mini" Have multiple sponsors and create a **FREE** event for public, however vendors and sponsors pay.



This will be a VERY scaled down version for the first year, creating an impeccable event that can be built upon.

Distribution Plan

Our customers will purchase tickets and apparel online NYFITFEST.COM If we go with the FREE option, everyone must STILL have tickets

Plan for ticket Sales:

Each one of our Expert Ambassadors leading classes has a following of their own on social media following on local and international levels.

LIMITED OFFERS

Distribution Phase 1: Starts March 2020 Ends April 2020

Each one of these ambassadors is given a discount code personalized to their gym/business to offer their platform.

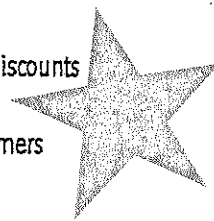
This discount code is \$20.00 Off ticket price

Distribution Phase 2: Starts April 2020 Ends May 2020

Sponsors and Vendors receive discount codes with exclusive offers and discounts

Example: Modells Sporting Goods offering a \$20 discount to their customers

Code: MODELLS20



5. Our Offers

NY Fit Fest has craft powerful offers to our audience!

Special deals on social media promote to customers making our offerings irresistible to them!

For Instance:

1 week prior to NY Fit Fest will be declared "NYFITFEST FITNESS WEEK" (similar to restaurant week)

We will offer ANYONE with a pass to NY Fit Fest the opportunity to get a discount or free class at ANY participating gym, spa or collaborator.

Modells will be handing out \$20 gift cards to the first 100 ticket purchases, and

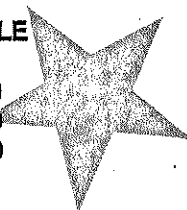
Kravit Jewelers is offering a free inspirational piece of jewelry to the first 50 guests
Example: bracelets that say SKY ABOVE- SAND BELOW-PEACE WITHIN as well as #BEYOU

EXAMPLE OF VENDOR PRICING:

2020 EVENT PARTICIPATION FORM
New York Fit Fest Corp

Company Name
Contact Name
Contact Phone
Address:
City/State/ZIP
Email
Web
Social Media Handles and Hashtags
Date of Attendance

SPACE	PRICE	EARLY BIRD (BOOK 3/29/20)	AVAILABLE
5x5	\$295	\$250	20
10x10	\$495	\$395	50
20X10	\$895	\$825	10



6. Marketing Materials

NY Fit Fest Logo

NY Fit Fest Business Cards

Ny Fit Fest Stationary

Brochures/Flyers (Distributed in every local and participating gym/spa/collaborator

Website/Blog NYFitFest.com

NY Fit Fest Online Schedule Catalog

Print Advertisements

Promotional products / giveaways Ny Fit Fest Logo Stickers/Hats/t-Shirts

NY Fit Fest Banners / Signs

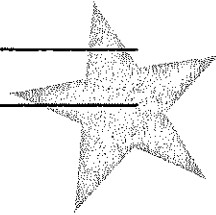
Article Reprints in the "press" section on NYFITFEST.COM

Customer Testimonials / Blogs online

Modells providing NY Fit Fest Employee shirts/uniforms

Video Production/Commercials/Photos

Podcast



7. Promotions Strategy

Your promotions strategy details how customers will learn about your company and your products and/or services.

Banners, and Billboards on boardwalk, at our sponsors locations

Blogs, Podcasts, etc.

Celebrity / Athlete Endorsements

Classified Ads / Online Event ads

Contests / Social Media / Radio

Coupon Codes

Email Marketing

Event Marketing

Flyers

Gift Certificates

Networking

Newspaper/Magazine/Journal ads

Online Marketing

Press Releases/PR/Press Conference

Radio ads/TV ads/Infomercials

Trade Show

Social Media Marketing

Word of Mouth / Viral Marketing

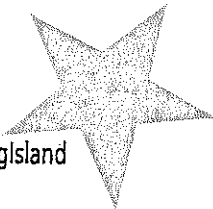


8. Online Marketing Strategy

There are four key components to our online marketing strategy as follows:

1. Keyword Strategy
 2. Search Engine Optimization Strategy
 3. Paid Online Advertising Strategy
 4. Social Media Strategy
- 1. Keyword Strategy**

#Retreat
#Travel
#Fitcations
#FitnessHolidays
#YogaRetreat
#SpaVacation
#Trainer
#Fitness
#Workout
#Dance
#Yoga
#Beauty
#Wellness
#Shop
#LongIsland
#NewYork
#FitFam
#ExploreLINY
#DiscoverLongIsland



2. Page Descriptions and Tags: By properly titling each page and putting the appropriate tags on them, we will improve our rank on the search engines.

3. Paid Online Advertising Strategy

Our paid online advertising strategy includes the tactics we will use to pay to receive traffic to our website. Key types of paid online advertising includes:

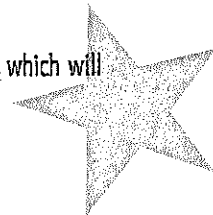
1. Pay Per Click (PPC) Advertising: these are ads that you pay for each time a customer clicks on them. Key PPC networks include Google, Bing/Yahoo, and Facebook ads among others.
2. Pay Per Impression (PPM): these are ads in which we pay per impression.
3. Pay Per Action (PPA): these are ads in which we pay per performance; these are generally known as affiliate offers.

4. Social Media Strategy

Our social media strategy includes the social media tactics you will use drive traffic to your website. The key social media platforms include:

1. Facebook
2. Twitter
3. YouTube
4. LinkedIn

Using these platforms, we can create relationships, buzz, loyal followings, run contests, etc., which will help drive traffic and sales.



Examples of PAST Joint Ventures & Partnerships

Joint ventures and partnerships will be used to both 1) decrease our cost of getting new prospective customers, and 2) increase the revenues we generate from existing customers.

1. Decreasing Our Cost of Getting New Prospective Customers we've partnered with some of our sponsors Ex: BMW / Allegria Hotel

- BMW will Email all of its customers about Ny Fit Fest
- Send direct mail about NY Fit Fest to all of its customers
- Mention NY Fit Fest in company newsletters, on its website, and/or in other interactions with its customers
- Mention NY Fit Fest in advertising that it is already paying for
- Put Ny fit Fest flyers in all of its product mailings to customer and at dealership
- BMW Media Day at Freeport Location : If someone test drives a BMW, they receive a FEE 1/2 day pass to NY Fit Fest

Allegria Hotel offering a discounted rate for NyFitFest attendees, adding 4x6 flyers to front desk, using social media to promote event, adding banner to hotel and offering food and beverage packages with healthy alternatives for Ny Fit Fest guests. Most importantly offering a specialty NY Fit Fest cocktail!!

PROPOSED REVENUE COMPENSATION:

Depends on the option chosen for ticket sales:

Option 1 - NY Fit Fest will pay a fee for using the property for 5 hours, and receive all the revenue of sponsors, vendors and ticket sales

Option 2 - NY Fit Fest will pay a fee for the property, and receive the vendor and sponsor payments, general admission tickets are free for the town members, out of town pay. There is a VIP option for ALL access that is NOT available to ANYONE unless they pay a fee.

Option 3 - Town of Oyster Bay pays NY Fit Fest 100K to produce the program, and all are free.

NY Fit Fest is ONLY interested in this if there is 3 year contract.

First Year:

Start time 9AM END 12PM

4 classes every hour

1 Workshop (Seated)

1 Kids Class (on the field)

1 Slow Paced (yoga or dance)

1 Hustler Paced (dimensional / high powered)

Vendor Village Open from 9-12

Pet Adoptions / Pet Training

Beauty Bar: Organic Juices, Make-up Tutorials, Braid and Bun Bar, Selfie Station

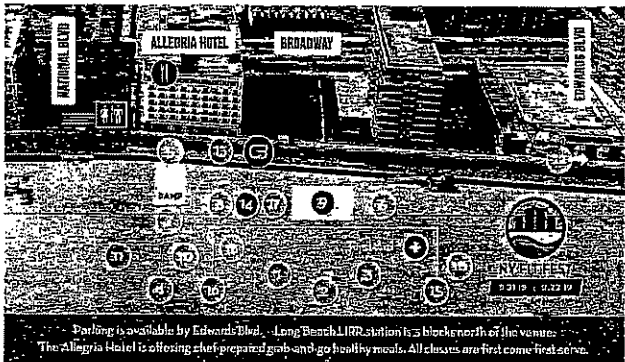
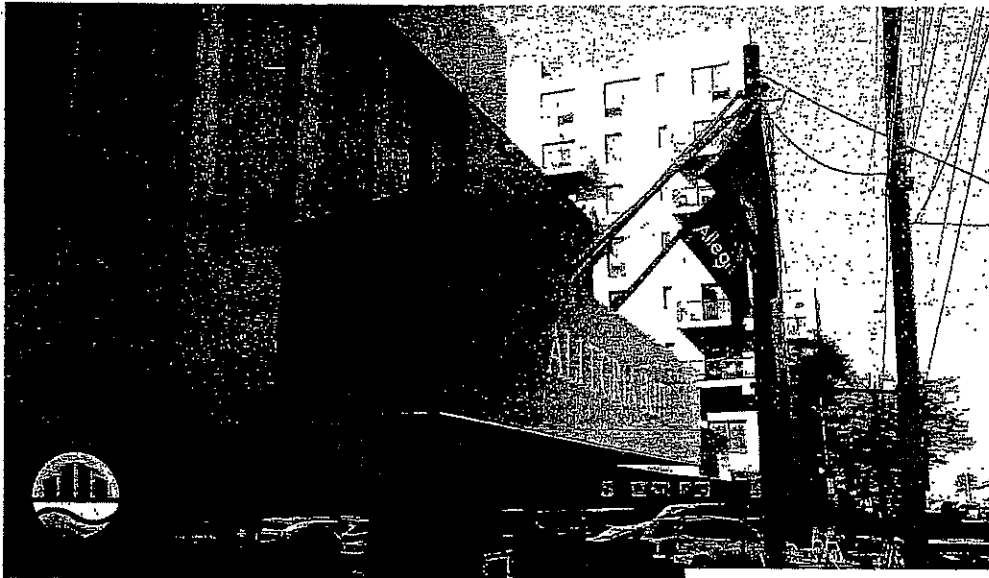
The annual **NY FIT FEST** was voted one of the **top 7 Fit Festivals in the U.S.** by *Self Magazine* and saw over 500 attendees and 3,412 spectators last September, helping highlight special visitors, support local businesses, and dub Long Island the fitness capitol of the Northeast. As the **4th annual event approaches in September 2020**, coordinators are anticipating double attendance.

Click For Video:



NY POST EDITORIAL 2019

https://nypost.com/2019/09/16/workout-festival-ny-fit-fest-brings-40-classes-to-long-beach/?utm_source=url_sitebuttons&utm_medium=site%20buttons&utm_campaign=site%20buttons



- | | |
|--|--------------------------------|
| 1 Beach Class 1 | 12 Vendor Village |
| 2 Beach Class 2 | 13 Lax Volleyball |
| 3 Beach Class 3 | 14 RipRides - Food & Beverage |
| 4 NYFF University | 15 Boardwalk Barre/Dance/Cycle |
| 5 Ticket/Vendor/Sponsor/Volunteer Check-in | 16 Ambassador Check-in/Lounge |
| 6 NYFF Media Check-in | 17 UGAR Kickboxing |
| 7 NYFF Info Booth | 18 Openfront Meditation/LFLY |
| 8 Beach Beauty Bar & Sun Bar | 19 NYFF Merchandise & Raffles |
| 9 Complimentary - Powered by Salutation Professional | 20 Ludeman Recovery Lounge |
| 10 Stage - Pitter-missions | |



NYFFEST.COM | #NYFFEST | @NYFFESTIVAL #NYFFEST #UNITEINFITNESSNY

FITNESS | BEAUTY | WELLNESS | SHOPPING | MUSIC

Hustle, Flow
& Grow



Let's Get People
in Fitness
#NYFFEST

Secondary 2019 Class Schedule	NYFF 2019 Class Schedule	NYFF 2019 Class Schedule
<p>8:00 AM - 9:00 AM Beach Class 1 Beach Class 2 Beach Class 3 NYFF University Ticket/Vendor/Sponsor/Volunteer Check-in NYFF Media Check-in NYFF Info Booth Beach Beauty Bar & Sun Bar Complimentary - Powered by Salutation Professional Stage - Pitter-missions</p>	<p>9:00 AM - 10:00 AM Vendor Village Lax Volleyball RipRides - Food & Beverage Boardwalk Barre/Dance/Cycle Ambassador Check-in/Lounge UGAR Kickboxing Openfront Meditation/LFLY NYFF Merchandise & Raffles Ludeman Recovery Lounge</p>	<p>10:00 AM - 11:00 AM Beach Class 1 Beach Class 2 Beach Class 3 NYFF University Ticket/Vendor/Sponsor/Volunteer Check-in NYFF Media Check-in NYFF Info Booth Beach Beauty Bar & Sun Bar Complimentary - Powered by Salutation Professional Stage - Pitter-missions</p>



Town of Oyster Bay Inter-Departmental Memo

TO : Joseph G. Pinto, Commissioner
Department of Parks

FROM : Office of the Town Attorney

DATE : February 27, 2020

SUBJECT: Request for Opinion
Town of Oyster Bay Outdoor Fitness and Wellness Event

The Office of the Town Attorney received and reviewed an e-mail from Andrew Rothstein dated February 26, 2020 regarding the Parks Department's efforts to obtain proposals relative to the Request for Proposals ("RFP") that the Parks Department issued in respect of a Town of Oyster Bay Outdoor Fitness and Wellness Event. In particular, Mr. Rothstein noted that the Department's RFP was sent directly to eleven (11) firms that have experience in event promotion and media. Additionally, the RFP was published on the Town website. Notwithstanding the Department's efforts, one (1) response was received.

In accordance with Guideline 7 of the Town's Procurement Policy, this memorandum shall serve as this Office's determination that the Department of Parks complied with the Procurement Policy in view of its efforts to obtain three (3) responses to the RFP.

Should you have further questions, please contact me at your convenience.

OFFICE OF THE TOWN ATTORNEY

By: 

Matthew M. Rozea
Deputy Town Attorney



MMR:mmr

AGREEMENT
OUTDOOR FITNESS AND WELLNESS EVENT

DATED: March __, 2020

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

NEW YORK FIT FEST CORP., having its principal place of business at 264 Lagoon Drive West, Lido Beach, New York 11561, and hereinafter referred to as the "VENDOR."

WITNESSETH

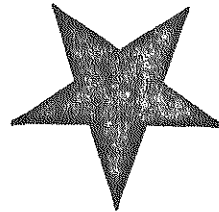
WHEREAS, it is the general intent and purpose of this Agreement to retain the services of the VENDOR in connection with VENDOR's expertise and experience in developing and implementing outdoor fitness and wellness-based events; and

WHEREAS, in recognition of the Town's need for the VENDOR's services, the TOWN procured the professional services of VENDOR, pursuant to Town Board Resolution ____-2020,

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

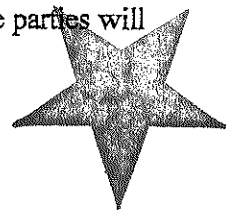
1. VENDOR agrees to perform to the TOWN's satisfaction the services set forth in the below detailed Statement of Services, with the standard and level of care and skill customarily provided in the VENDOR's industry for performance of such services, and VENDOR further agrees to devote such amount of time as may be reasonably necessary to complete such services and tasks.



STATEMENT OF SERVICES
Develop a comprehensive plan for an outdoor fitness and wellness-based event including, but not limited to, all forms of exercise and fitness-based classes and demonstrations.
Provide a wide range of exercise programs, demonstrations and lectures to accommodate adults, children, and seniors, including disabled individuals. Such programs, and all promotional and marketing efforts, including online, shall be co-branded between New York Fit Fest Corp. and the Town of Oyster Bay.
Create promotional and advertising plans for the event through all forms of media in coordination with the Town of Oyster Bay.
Create a schedule and timeline for event promotion, programs, and attractions.
Develop and recommend event sponsor, vendor and exhibitor packaging with pricing structure. Vendor's recommendations as to sponsors, vendors, and exhibitors shall be subject to final approval by the Town.
Recommend a pricing and fee structure for various levels of event participation by Town of Oyster Bay and/or non-Town of Oyster Bay residents.

2. VENDOR agrees to provide its services on a timely basis without unreasonable or unnecessary delay. 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 hours 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 that is 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



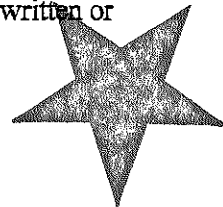
confer in person or by teleconference to discuss the specific shortcomings of the Deliverable and VENDOR shall correct such shortcomings at no additional charge to the TOWN.

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 wellness and fitness programming.

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".

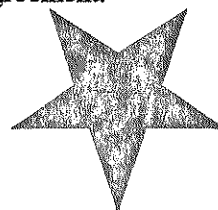
6. Confidential Information does not include information that: (a) the Receiving Party can demonstrate by written or other documentary records was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving 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):

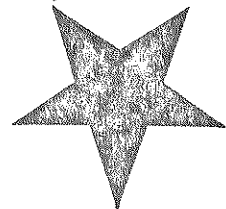
- a. not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;
- b. except as may be permitted by and subject to its compliance with Paragraph 6, not disclose or permit access to Confidential Information 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. In connection with the 2020 Outdoor Fitness and Wellness event, the VENDOR agrees to pay the TOWN a site location fee of \$3,500.00. Such payment shall be due to the TOWN within thirty (30) days of the VENDOR's final reconciliation of all receipts and expenditures. The TOWN and the VENDOR further agree that all registration fees, as well as event and program related sponsorship and vendor revenues that were jointly sold by the parties, shall be divided equally between the TOWN and the VENDOR. Any sponsorship revenues and/or fees provided, solicited, or retained by the TOWN or the VENDOR prior to the Outdoor Fitness and Wellness event shall be retained by such collecting party. In the event that the Town Board elects to extend this Agreement, as provided in Paragraph 17, the site location fee may be re-negotiated by the parties, but shall not, in any event, be less than \$3,500.00.



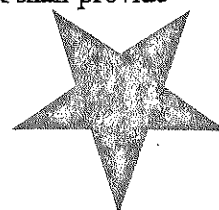
TRANSFER OR ASSIGNMENT

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.

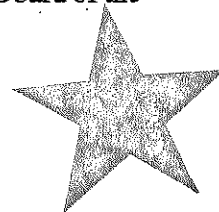
14. All insurance coverage required under this Agreement shall be subject to the approval of the Town Attorney.

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 for 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. The term of this Agreement shall be for the period beginning on March 10, 2020 through and including March 9, 2021, with three (3) 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

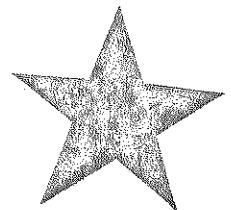
18. The VENDOR hereby agrees to defend, indemnify and hold harmless the TOWN and its agents, representatives, successors and assigns (the "Indemnified Parties") from any and all demands, claims, actions, causes of action, proceedings, liabilities, fines, penalties, damages, losses, judgments and expenses, (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.

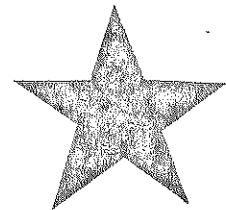


TERMINATION OF AGREEMENT

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 DEPARTMENT 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;



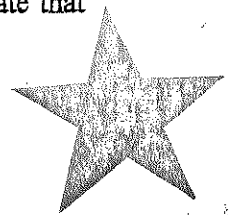
(f) The VENDOR is in material default of any of the terms and conditions of this Agreement; or

(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:

New York Fit Fest Corp.
Ms. Ingrid Dodd
264 Lagoon Drive West, Lido Beach, New York 11561

If to the TOWN:

Town of Oyster Bay, Department of Parks
977 Hicksville Road
Massapequa, New York 11758
Phone: (516) 797-4142

With a copy to:

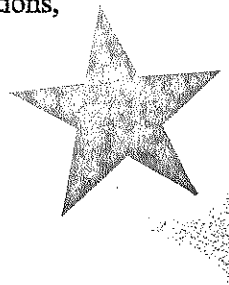
Office of the Town Attorney
54 Audrey Avenue
Oyster Bay, New York 11771
Phone: (516) 624-6150

-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.

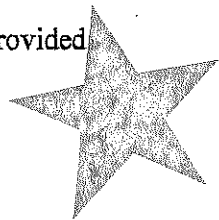
27. If any term or provision of this Agreement or the application thereof to any party or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to parties or circumstances other than those to which it is held invalid 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

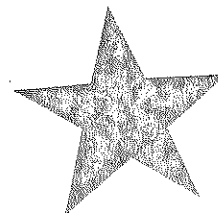


in this Agreement), nor shall any provision waived except by a writing that is signed by the VENDOR and the TOWN.

32. This Agreement shall be subject to and conditioned upon, and shall not be binding on the TOWN until, the approval and authorization of the TOWN BOARD. This Agreement shall be executed on behalf of the TOWN by the Town of Oyster Bay Supervisor, or his designee, only after having received approval and authorization to so execute from the TOWN BOARD.

33. 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.

34. The execution of this Agreement by the Town has been authorized by Town Board Resolution No. ____-2020, adopted by the Town Board on March 10, 2020.



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



TOWN OF OYSTER BAY

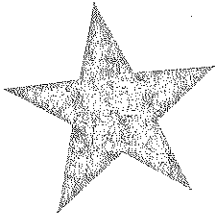
By:
Town of Oyster Bay Supervisor/Designee

NEW YORK FIT FEST CORP.

By: Ms. Ingrid Dodd
Title:

APPROVED AS TO FORM:

Deputy 
Town Attorney

Deputy Town Attorney



ACKNOWLEDGEMENTS
OUTDOOR FITNESS AND WELLNESS EVENT AGREEMENT

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

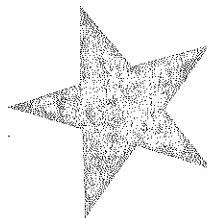
On the ____ day of _____ in the year 2020 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he has a principal place of business in Oyster Bay, New York; that he is Deputy Town Supervisor of the TOWN OF OYSTER BAY, the municipal corporation described 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

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ____ day of _____, in the year 2020 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he is the _____ of NEW YORK FIT FEST CORP., the corporation described herein and which executed the above instrument and that he signed his name pursuant to the authority as the _____ of NEW YORK FIT FEST CORP.

NOTARY PUBLIC



TOWN OF OYSTER BAY

Inter-Departmental Memorandum


TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner
Department of Parks

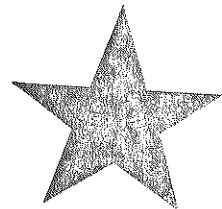
DATE: February 24, 2020

SUBJECT: Town of Oyster Fitness and Wellness Event
Supplemental Memo to Follow

The Department of Parks respectfully requests that a space be reserved at the next Town Board meeting on March 10, 2020 for the Town Board to authorize an outdoor Fitness and Wellness based Event. Additional information will be provided in a Supplemental Memorandum Docket at the next docket meeting.


Joseph G. Pinto
Commissioner

GJP:ew
cc: Town Attorney (original + 9 copies)



WHEREAS, pursuant to public notice, a public hearing was held on March 10, 2020 at 10:00 o'clock a.m., prevailing time, in the Hearing Room, Town Hall, East Building, 54 Audrey Avenue, Oyster Bay, New York, at which hearing all parties interested were given an opportunity to be heard upon the question of the proposed contract between the Town of Oyster Bay, acting on behalf of the Plainview Fire Protection District, and the Plainview Water District, for the period January 1, 2020 through December 31, 2020, for the rental of One Thousand One Hundred Forty-Five (1,145) hydrants located within the Town's boundaries, which hydrants are owned and maintained by the Water District, at an agreed per annum rental fee not to exceed \$114,500 for the period from January 1, 2020 through December 31, 2020, *nunc pro tunc*; and

WHEREAS, following due deliberation, it was determined to be in the best interests of the residents of the Plainview Fire Protection District to enter into an Agreement with the Plainview Water District, for the rental of fire hydrants for the year 2020,

NOW, THEREFORE, BE IT RESOLVED, That the Supervisor or his designee is authorized to enter into an Agreement between the Town of Oyster Bay, acting on behalf of the Plainview Fire Protection District, and the Plainview Water District for the rental of fire hydrants at an agreed per annum rental fee not to exceed \$114,500, for the period January 1, 2020 through December 31, 2020, *nunc pro tunc*, and payments pursuant to the terms and conditions thereof are hereby authorized upon presentation of a duly certified claim therefor, after audit by the Comptroller, with funds to be drawn from Account No. TWN SF 09 3410 45300 000 0000.

-#-

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

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

Reviewed By
Office of Town Attorney
Elizabeth A. Faughnan

Meeting of March 10, 2020

Resolution No. 197-2020

WHEREAS, pursuant to duly published notice, a hearing was held before the Town Board on March 10, 2020, to present Contracts for Fire Protection, as follows:

For the calendar year 2020:

<u>FIRE COMPANY</u>	<u>FIRE PROTECTION DISTRICT</u>	<u>AGREED PER ANNUM AMOUNT NOT TO EXCEED</u>
1. Bayville Fire Company No. 1, Inc.	Bayville	\$ 33,462.00
2. Glenwood Hook & Ladder Engine and Hose Co. No. 1, Inc.	Glenwood-Glen Head	\$ 773,720.00
3. Inc. Village of Farmingdale for the Farmingdale Fire Department	North East Farmingdale	\$ 111,449.62
4. Plainview Volunteer Fire Department, Inc.	Plainview	\$ 5,088,467.00
5. Roslyn Highlands Hook & Ladder, Engine and Hose Company Inc.	Greenvale	\$ 16,033.00
6. Rescue Hook & Ladder Co. #1 (aka Roslyn Rescue)	Greenvale	\$ 16,405.00
7. Bayville Fire Company No. 1, Inc.	for certain territory Located in Bayville	\$ 7,415.00
8. Wantagh Fire District	for Town-owned property known as TOBAY Beach	\$ 7,180.00

WHEREAS, the Town of Oyster Bay is the Sponsor of the Plainview Volunteer Fire Department, Inc. Length of Service Award (LOSAP) Program, and the Town's contribution for which, for 2020, is estimated not to exceed \$175,000.00; and

WHEREAS, the Town of Oyster Bay is a member of the Joint Sponsoring Board of the Glenwood- Hook & Ladder, Engine and Hose Co. No. 1, Inc./Glenwood- Glen Head Fire Protection District Fire Protection District Length of Service Award (LOSAP) Program, and the Town's contribution for which, for 2020, is estimated not to exceed \$225,000.00;

WHEREAS, the Town Board finds it desirable to authorize the Town to enter into Contracts with the above-listed entities for the period January 1, 2020 – December 31, 2020, *nunc pro tunc*,

Reviewed By
Office of Town Attorney
Elizabeth A. Saughan

NOW, THEREFORE, BE IT RESOLVED, That the Supervisor or his designee is hereby authorized to execute the aforesaid Contracts covering Fire Protection on behalf of the Town, and authorizes payment for same, as well as other documents that are necessary to carry out the purpose of this Resolution and Contracts to be effective nunc pro tunc January 1, 2020, and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment, in an amount not to exceed those detailed herein, for the listed Contracts and for LOSAP payments, with funds to be drawn from Account Nos. TWN SF 3410 44910 000 0000; TWN SF02 3410 44910 000 0000, TWN SF09 3410 44910 000 0000, TWN SF14 3410 44910 000 0000, TWN SF15 3410 44910 000 0000, PKS A 7110 44900 000 0000, and PKS A 7110 44900 000 0000, as appropriate, 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

RESOLVED, That a public hearing will be held in the Hearing Room, Town Hall, 54 Audrey Avenue, Oyster Bay, New York on, the 31st day of March, 2020, at 7:00 o'clock, p.m. prevailing time on that day, or as soon thereafter as practicable, to consider the application of SHADOWLAWN, LLC, fee owner, for a Change of Zone, from R1-1A Residential Zoning District to RMF-16 Residential Multi-Family Residential District for premises located at 8595 Jericho Turnpike, Woodbury, Town of Oyster Bay, County of Nassau, State of New York and described as Section 14, Block 19, Lots 35-37, on the Land and Tax Map of Nassau County, and a Special Use Permit and Site Plan Approval to allow construction of six (6) single-family homes and a twenty-two (22) unit residential condominium development and associated site improvements on the premises; 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	Aye
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, March 31, 2020, at 7:00 p.m., prevailing time, or as soon thereafter as may be practicable, in the Hearing Room, Town Hall, East Building, 54 Audrey Avenue, Oyster Bay, New York, for the purpose of considering an application from SHADOWLAWN, LLC, fee owner, for a Change of Zone, from R1-1A Residential Zoning District to RMF-16 Residential Multi-Family Residential District for premises located at 8595 Jericho Turnpike, Woodbury, Town of Oyster Bay, County of Nassau, State of New York and described as Section 14, Block 19, Lots 35-37, on the Land and Tax Map of Nassau County, and a Special Use Permit and Site Plan Approval to allow construction of six (6) single-family homes and a twenty-two (22) unit residential condominium development and associated site improvements on the premises. 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: March 10, 2020 , Oyster Bay, New York.

Reviewed By
Office of Town Attorney
Elizabeth A. Faughnan

WHEREAS, after a duly issued Request for Proposals for the provision of insurance for employees of the East Norwich Volunteer Fire Company #1, pursuant to the contract with the Town, the Town Board adopted Resolution No. 50-20 on January 7, 2020, authorizing the Office of the Town Attorney to secure such coverage from Public Employer Risk Management Association, Inc. ("PERMA"), 9 Cornell Road, Latham, NY 12110, *nunc pro tunc*, for the period from January 1, 2020 to January 1, 2021, with an initial premium in an amount not to exceed \$632.00; and

WHEREAS, by Resolution No. 137-20 adopted on February 11, 2020, the Town Board amended and supplemented its prior resolution to include necessary language which has regularly been approved by the New York State Workers' Compensation Board, which entity must review the resolution of each municipal entity securing such coverage with PERMA; and

WHEREAS, Elizabeth A. Faughnan, Deputy Town Attorney, by memorandum dated March 3, 2020, informed the Town Board that on January 28, 2020, the Town Attorney's Office received an email letter from PERMA that PERMA could not, in fact, provide such coverage for the period January 1, 2020 – January 1, 2021, because the Town of Oyster Bay is self-insured for workers' compensation purposes, and that PERMA further informed the Town Attorney's Office that the previously approved coverage for the East Norwich Volunteer Fire Co. #1 would terminate on February 29, 2020; and

WHEREAS, Elizabeth A. Faughnan, Deputy Town Attorney, by said memorandum, further informed the Town Board that a new Request for Proposals was issued in accordance with the Town of Oyster Bay Procurement Policy for the provision of insurance for employees of the East Norwich Volunteer Fire Company #1 for the period March 1, 2020 – December 31, 2020, pursuant to the contract with the Town, that two responses were received in response to the Request for Proposals, and recommended that coverage be secured from Fire Districts of New York Mutual Insurance Company, 1 Blue Hill Plaza, PO Box 1609, Pearl River, NY 10965, *nunc pro tunc*, for the period from March 1, 2020 to January 1, 2021, for the East Norwich Volunteer Fire Co. #1, with a premium in the amount of \$1,294.00; and

WHEREAS, Elizabeth A. Faughnan, Deputy Town Attorney, by said memorandum, further recommended that Resolution No. 50-20, adopted on January 7, 2020, and Resolution No. 137-20, adopted on February 11, 2020, be amended and rescinded, so as to approve the procurement of such insurance from PERMA, *nunc pro tunc*, for the period January 1, 2020 – February 29, 2020 only, with an initial premium in the amount of \$104.00,

Reviewed By
Office of Town Attorney

Elizabeth A. Faughnan

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are hereby accepted and approved, and the Office of the Town Attorney is hereby authorized to secure the New York State Volunteer Firefighters' Benefit Law Policy (VFBL), from the Public Employer Risk Management Association, Inc., *nunc pro tunc*, for the period from March 1, 2020 to December 31, 2020, for the East Norwich Volunteer Fire Co. #1, at a premium of \$ 1,294.00, and that the Office of the Comptroller is hereby authorized and directed to make payment for same, upon submission of a duly certified claim; after audit with said funds to be drawn from Account No. TWN SF12 3410 47790 000 0000; and be it further

RESOLVED, That Resolution No. 50-20, adopted on January 7, 2020, and Resolution No. 137-20, adopted on February 11, 2020, be amended, so as to approve the procurement of such insurance from PERMA, *nunc pro tunc*, for the period January 1, 2020 - February 29, 2020 only, with an initial premium in the amount of \$104.00

-#-

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	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

21

Town of Oyster Bay Inter-Departmental Memo

TO : MEMORANDUM DOCKET

FROM : Office of the Town Attorney

DATE : March 3, 2020

SUBJECT: New York State Volunteer Firefighters' Benefit Law Policy - East Norwich only

In December 2019, the Town issued a Request for Proposals (RFP) for the provision of insurance pursuant to the New York State Volunteer Firefighters' Benefit Law Policy (VFBL), in accordance with the requirements of the Town of Oyster Bay Procurement Policy. After receipt and review of proposals received in response to the RFP, the Town Board adopted Resolution No. 50-20, on January 7, 2020, authorizing the Office of the Town Attorney to secure such coverage from Public Employer Risk Management Association, Inc. ("PERMA"), 9 Cornell Road, Latham, NY 12110, *nunc pro tunc*, for the period from January 1, 2020 to January 1, 2021, for the East Norwich Volunteer Fire Co. #1, with an initial premium in the amount of \$632.00.

Subsequent to the adoption of Resolution No.50-20, PERMA informed the Town Attorney's Office that the New York State Workers' Compensation Board must review the resolution of each municipal entity securing such coverage with PERMA, and recommended that the Town Board amend its prior resolution to include necessary language which has regularly been approved by the New York State Workers' Compensation Board. The additional language was adopted on February 11, 2020, by Town Board Resolution No. 137-20.

On January 28, 2020, the Office of the Town Attorney was informed by email letter from PERMA that PERMA could not, in fact, provide such coverage for the period January 1, 2020 – January 1, 2021, because the Town of Oyster Bay is self-insured for workers' compensation purposes. PERMA further informed the Town Attorney's Office that the previously approved coverage for the East Norwich Volunteer Fire Co. #1 would terminate on February 29, 2020.

In February 2020, the Town Attorney's Office issued a new Request for Proposals (RFP) for such coverage for the period March 1, 2020 – December 31, 2020, in accordance with the requirements of the Town of Oyster Bay Procurement Policy. The RFP was posted on the Town's website; in addition, letter requests were sent via fax, email and regular mail, to eight insurance brokers. This Office has reviewed the two proposals received in response to the RFP, and now recommends that this insurance be secured from Fire Districts of New York Mutual Insurance Company, 1 Blue Hill Plaza, PO Box 1609, Pearl River, NY 10965, *nunc pro tunc*, for the period from March 1, 2020 to December 31, 2020, for the East Norwich Volunteer Fire Co. #1, with a premium in the amount of \$1,294.00

Funds are available in Account No. TWN SF12 3410 47790 000 0000.

This Office also recommends that Resolution No. 50-20, adopted on January 7, 2020, and Resolution No. 137-20, adopted on February 11, 2020, be amended, so as to approve the procurement of such insurance from PERMA, *nunc pro tunc*, for the period January 1, 2020 – February 29, 2020 only, with an initial premium in the amount of \$104.00.

Kindly suspend the rules and add this matter to the March 10, 2020, Town Board action calendar. Submitted herewith is the proposed Resolution for the foregoing request, as well as a copy of the insurance quote and pertinent resolutions.

OFFICE OF THE TOWN ATTORNEY

Elizabeth A. Faughnan

Elizabeth A. Faughnan
Deputy Town Attorney

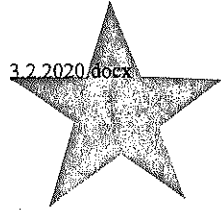
EAF

Enclosure

GS 4299

Town Attorney (w/ 9 copies)

S:\Attorney\RESOS 2020\MD & RESO\FBFL - Workers Comp Coverage. March thru Dec 2020. E Norwich. EAF 3.2.2020.docx



QUOTATION ONLY

THIS IS NOT A POLICY OR A BINDER

Fire Districts of New York Mutual Insurance Co.

NCCI No.: 18236

1 Blue Hill Plaza, PO Box 1609, Pearl River, NY 10965

(845) 352-8855

(Workers' Compensation Policy)

1. FEIN: 112342902

The Insured: East Norwich Volunteer Fire Co #1, Inc.

Quote No.

APP20057100

Mailing Address: 900 Oyster Bay Road
East Norwich, NY 11732

2. The policy period is from 03/01/2020 To 12/31/2020 12:01 A.M Standard time, at the insured's mailing address.

3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states Listed here:
New York

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3. A.

The limits of our liability under Part Two are: Bodily Injury by Accident \$ 100,000 each accident
Bodily Injury by Disease \$ 500,000 policy limit
Bodily Injury by Disease \$ 100,000 each employee

C. Other State Insurance: Part Three of the policy applies to the states, if any, listed here: None

D. This policy includes these endorsements and schedules:

WC 00 00 01 A WC 00 00 00 C Signature Page WC 00 04 14A WC 00 04 19 WC 00 04 21D WC 00 04 22B
WC 31 03 08 WC 31 06 18 C-105 WC 31 03 19 I

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans.

All information required below is subject to verification and change by audit.

Classification	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
1) CLERICAL OFFICE WORKERS, NOC	8810	18,550.00	.19	35.00
2) CUSTODIAL	9026	6,518.00	6.13	400.00

Schedule Rate Plan	0.0000	\$0
Estimated Manual Premium		\$ 435
Min Premium Adjustment		\$ 604
Terrorism Risk Insurance Program	5.70%	\$ 14
National Disasters & Catastrophic	1.00%	\$ 3
Estimated Standard Premium		\$ 1,039
New York State Assessment	12.20%	\$ 129
Security Fund	0.00%	\$0
Expense Constant		\$ 200
Estimated Annual Premium		\$ 1,385

Annual Minimum Premium: \$ 1,244.00

THIS QUOTATION IS NOT VALID AFTER 30 DAYS FROM THE ISSUE DATE

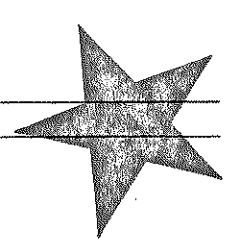
Producer: Harbor Insurance Agency, LLC

5 Flint Road
Amity Harbor, NY 11701

Countersigned by: _____

Issue Date 02/26/2020

Rate Board File No.



Reviewed By
Office of Town Attorney

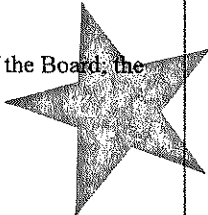
WHEREAS, Joseph Nocella, Town Attorney and Frank M. Scalera, Chief Deputy Town Attorney, by memorandum dated December 31, 2019, recommended that the New York State Volunteer Firefighters' Benefit Law Policy (VFBL), be secured from the Public Employer Risk Management Association, Inc. ("PERMA"), 9 Cornell Road, Latham, NY 12110, nunc pro tunc for the period from January 1, 2020 to January 1, 2021, for the East Norwich Volunteer Fire Co. #1, at a premium in the amount of \$ 632.00,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted and approved, and the Office of the Town Attorney is hereby authorized to secure the New York State Volunteer Firefighters' Benefit Law Policy (VFBL), from the Public Employer Risk Management Association, Inc., nunc pro tunc for the period from January 1, 2020 to January 1, 2021, for the East Norwich Volunteer Fire Co. #1, at a premium of \$ 632.00, and that the Office of the Comptroller is hereby authorized and directed to make payment for same, upon submission of a duly certified claim; after audit with said funds to be drawn from Account No. TWN SF12 3410 47790 000 0000.

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

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



WHEREAS, after receipt and review of proposals received in response to a duly issued Request for Proposals for the provision of insurance for the fire companies under contract with the Town pursuant to the New York State Volunteer Firefighters' Benefit Law Policy (VFBL), the Town Board adopted Resolution No. 50-20, on January 7, 2020, authorizing the Office of the Town Attorney to secure such coverage from Public Employer Risk Management Association, Inc. ("PERMA"), 9 Cornell Road, Latham, NY 12110, *nunc pro tunc*, for the period from January 1, 2020 to January 1, 2021, for the East Norwich Volunteer Fire Co. #1, with an initial premium in the amount of \$632.00; and

WHEREAS, Elizabeth A. Faughnan, Deputy Town Attorney, by memorandum dated February 11, 2020, informed the Board that the New York State Workers' Compensation Board must review the resolution of each municipal entity securing such coverage with PERMA, and recommended that the Town Board supplement its prior resolution to include the following additional language which has regularly been approved by the New York State Workers' Compensation Board,

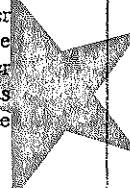
NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted and approved, and Resolution No. 50-20, adopted on January 7, 2020, authorizing the procurement of a New York State Volunteer Firefighters' Benefit Law Policy (VFBL) from Public Employer Risk Management Association, Inc. ("PERMA") *nunc pro tunc*, for the period from January 1, 2020 to January 1, 2021, for the East Norwich Volunteer Fire Co. #1, with an initial premium in the amount of \$632.00, is hereby supplemented to include the following additional language which has regularly been approved by the New York State Workers' Compensation Board:

WHEREAS, the Authorized Representative of the East Norwich Volunteer Fire Co. #1, Inc. desires to secure the East Norwich Volunteer Fire Co. #1, Inc.'s obligation to provide volunteer firefighters' benefit law, volunteer ambulance workers' benefit law and workers' compensation benefits, as applicable, through participation in a group self-insurance program of which the East Norwich Volunteer Fire Co. #1, Inc. will be a member; and

WHEREAS, the Authorized Representative of the East Norwich Volunteer Fire Co. #1, Inc., duly convened in regular session, does hereby resolve, pursuant to, and in accordance with the provisions of Section 50.3-a of the New York State Workers Compensation Law and other applicable provisions of law and regulations thereunder, as follows,

NOW, THEREFORE, BE IT RESOLVED, That the Authorized Representative (hereinafter "Representative") of the East Norwich Volunteer Fire Co. #1, Inc. does hereby resolve to secure the East Norwich Volunteer Fire Co. #1, Inc.'s obligation to provide volunteer firefighters' benefit law, volunteer ambulance workers' benefit law and workers' compensation benefits, as applicable, through participation in a group self-insurance plan of which the East Norwich Volunteer Fire Co. #1, Inc. will be a member; and

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Reviewed By
Office of Town Attorney
John J. Holte



BE IT FURTHER RESOLVED, That the Representative of the East Norwich Volunteer Fire Co. #1, Inc. does hereby resolve to become a member of Public Employer Risk Management Association, Inc., a workers' compensation group self-insurance program for local governments and other public employers and instrumentalities of the State of New York; and

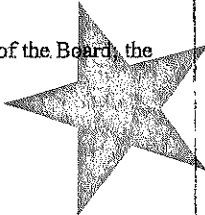
BE IT FURTHER RESOLVED, That this Resolution shall be effective as of January 1, 2020, and

BE IT FURTHER RESOLVED, That in order to effectuate the Town of Oyster Bay's membership in said group self-insurance program, the Supervisor or his designee are hereby authorized to execute any and all documents necessary and to enter into the Public Employer Risk Management Association Workers' Compensation Program Agreement, as the Authorized Representative of the East Norwich Volunteer Fire Co. #1, Inc.

~~##~~

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

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



WHEREAS, by Resolution No. 116-2017, adopted February 28, 2017, the Town Board appointed five individuals to serve on the Town of Oyster Bay Board of Ethics; and

WHEREAS, subsequent to the adoption of Resolution 116-2017, vacancies opened on the Board of Ethics; and

WHEREAS, Gregory W. Carman, Jr., Deputy Supervisor, by memorandum dated March 5, 2020, recommends that the following individual be appointed to fill a vacancy on the Board and serve on the Ethics Board of the Town of Oyster Bay, without compensation, to fill a term commencing immediately up and until and including December 31, 2020:

Michael Goldberg
209 Walker Street
Massapequa Park, New York 11762

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted and approved, and the Town Board appoints Michael Goldberg to serve as a member of the Town of Oyster Bay Board of Ethics, without compensation, to fill a term commencing immediately up and until and including December 31, 2020.

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

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

Reviewed By
Office of Town Attorney
[Signature]

22

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

TO: MEMORANDUM DOCKET
FROM: Office of the Supervisor
DATE: March 5, 2020
SUBJECT: Ethics Board of the Town of Oyster Bay

It is respectfully requested that the following appointment be made to the Town of Oyster Bay Ethics Board in order to fill a vacancy on said Board. After having interviewed Michael Goldberg, said appointment is based upon the recommendations of the Interview Committee and attached hereto is a copy of his resume:

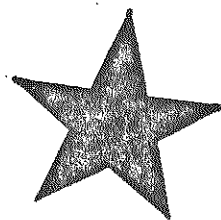
Michael Goldberg Term ending 12/31/2020

It is my recommendation and request that the Town Board approve the appointment of the above-named individual for the term stated above and submitted herewith is the Resolution for the foregoing matter. Please suspend the rules and place this matter onto the Town Board calendar for March 10, 2020.

Yours truly,


GREGORY W. CARMAN JR.
DEPUTY SUPERVISOR

GWC:ss
Attachment
cc: Town Attorney w/ 9 copies



TMS
1.00

TOWN OF OYSTER BAY



ETHICS BOARD QUESTIONNAIRE

NAME: MICHAEL GOLDBERG

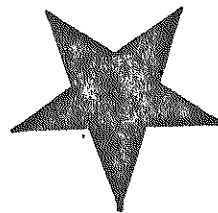
ADDRESS: [REDACTED]

TELEPHONE NUMBER: [REDACTED]

EMAIL: [REDACTED]

POLITICAL PARTY REGISTRATION (circle one):

CONSERVATIVE DEMOCRAT INDEPENDENT BLANK REPUBLICAN



TOWN ATTORNEY'S OFFICE
TOWN OF OYSTER BAY

2017 JAN 20 A 9:40

MICHAEL I. GOLDBERG
[REDACTED]
[REDACTED]
[REDACTED]

EXECUTIVE SUMMARY

- Accomplished Finance professional with over 15 years experience
- Strategic and financial leader with broad experience in service, retail and healthcare
- Proficient in Great Plains, Quickbooks, Microsoft Excel and Word

EMPLOYMENT HISTORY

2009 – Present **ATC Healthcare, Inc.** **Lake Success, NY**
Controller (\$90 million privately held healthcare staffing company)

- Coordinate and manage year end audit and tax returns
- Helped engineer turnaround of financially distressed company
- Workers Compensation Audits and all Insurance obligations
- Prepare all monthly financial reports (Balance Sheet, Income Statement, Cash Flows)
- Liaison to Board of Directors and Audit Committee
- Led financial upgrade of software
- Daily cash management and relationship with banks
- Oversee daily operations of the Finance and Payroll Departments – staff of 7
- Monthly, Quarterly and Annual Closings and Audits
- File and prepare all state tax and license filings

EMPLOYMENT HISTORY

2007 – 2009 **Kliger Weiss Infosystems** **Port Washington, NY**
CFO/Controller (\$30 million privately held managed services company)

- Responsible for all books and records for five different entities
- Instituted and maintained internal controls
- Report to CEO with responsibility for finance, accounting, HR and administration
- Reviewed and negotiated all contracts with customers and vendors
- Responsible for all daily operations of company including but not limited to building management, insurance (health, bop, e&o...), 401K, human resources, phones
- File and prepare all sales tax and state tax filings

2004 – 2007 **All Metro Health Care** **Lynbrook, NY**
Controller (\$100 million private equity financed home healthcare agency)

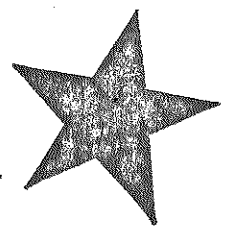
- Supervised Accounts Payable, Payroll and Human Resources
- Performed and managed the monthly accounting close process
- Prepared all financial statements including income statement, balance sheet and variance analysis
- Successfully converted software program to Great Plains and FRX report writer
- Filed and prepared all sales tax and state tax filings
- Drove conversion of GL and payroll upon acquisitions
- Performed due diligence on multiple acquisitions
- Managed yearly audit with outside accounting firm

2000 – 2004 **American Memory Components** **Albertson, NY**
Controller (\$20 million electronic component brokerage)

- Supervised Accounts Receivable, Accounts Payable, Payroll and Collections
- Handled monthly, quarterly and year-end closings
- Prepared account analysis and reconciliations
- Analyzed monthly profit and loss statements, balance sheet and income statement
- Performed all HR functions and oversee shipping and receiving departments
- Prepared and maintained budgets

1997 – 2000 **Sleepys, Inc.** **Bethpage, NY**
Accounting Supervisor (400 plus store east coast bedding retailer)

- Handled internal sales auditing and fraud detection
- Performed Daily credit card and cash deposit reconciliations
- Implemented new computer software system



MICHAEL I. GOLDBERG

- Analyzed various accounts and statements
- Prepared monthly, quarterly and yearly profit and loss statements

1994-1997

Stick Sports, Inc.

President/Owner

(3 Location retail sporting goods)

Bellmore, NY

- Handled Accounts Receivable and Accounts Payable management
- Responsible for all day to day activities of company
- Arranged bank deposits, purchase orders, and credit

1992-1994

Robert Edelstein, CPA

Staff Accountant

(3 person CPA firm)

Rockville Centre, NY

- Prepared corporate and personal tax returns
- Assisted in corporate audits

EDUCATION

1992

Hofstra University

Hempstead, NY

BBA, Accounting

ACTIVITIES/VOLUNTEER:

President - Farmingdale Schools Board of Education

