

*John Canning*  
COMMISSIONER OF HUMAN RESOURCES

APPROVED

Meeting of April 9, 2024

RESOLUTION P-7-2024

WHEREAS, The 2024 Budget, adopted October 24, 2023 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 2024 Budget, on October 24, 2023, 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	Absent
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

TOWN OF OYSTER BAY  
Inter-Departmental Memorandum

TO: Memorandum Docket  
FROM: Joseph G. Pinto, Commissioner  
Department of Parks  
DATE: March 14, 2024  
SUBJECT: 2024 Transfer of Funds

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

**FROM:**

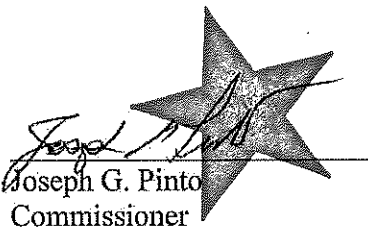
PKS-SP07-7180-41600-000-0000    Materials & Supplies                      \$773.24

**TO:**

PKS-SP07-7180-42000-000-0000    Heating Fuel                                      \$773.24

This transfer request is to provide funds necessary to pay heating fuel expenses.

JGP:jpb

  
Joseph G. Pinto  
Commissioner

TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO

March 12, 2024



TO: MEMORANDUM DOCKET  
FROM: RICHARD W. LENZ, P.E., COMMISSIONER OF DPW  
SUBJECT: AMENDMENT TO 2024 OPERATING BUDGET

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

<u>ACCOUNT NO.</u>	<u>OBJECT DESCRIPTION</u>	<u>AMOUNT</u>
<b><u>DECREASE:</u></b>		
DPW A 1640 41600 000 0000	MATERIALS & SUPPLIES	\$281.00
<b><u>INCREASE:</u></b>		
DPW A 1640 44800 000 0000	PROFESSIONAL SERVICES	\$281.00

These transfers are necessary to provide sufficient funds in order to pay outstanding invoices for CVM Uniform Cleaning Service.

  
MICHAEL P. CIPRIANO *FOS*  
DIVISION HEAD/CVM

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


MC/RWL/  
C: Robert Tassone, Storekeeper I

# Town of Oyster Bay

## Inter-Departmental Memo

March 20, 2024

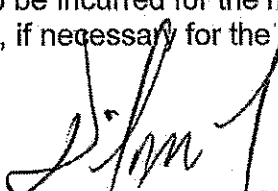
TO: Memorandum Docket  
FROM: Daniel M. Pearl, Commissioner/Sanitation Department  
SUBJECT: Transfer of Funds

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The Department of Sanitation requests Town Board authorization to transfer the following funds:

From:	<b>SAN SR05 8160 46530 000 0000</b>	<b>Sanitation Transport</b>	<b>\$6,700.00</b>
To:	<b>SAN SR05 8160 46100 000 0000</b>	<b>Equipment Maintenance</b>	<b>\$6,700.00</b>

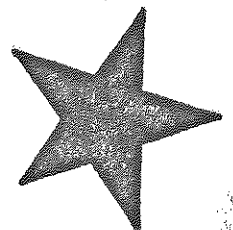
This transfer is necessary to cover costs to be incurred for the maintenance and repairs to the scales at the Solid Waste Disposal Facility, if necessary for the current year.



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Daniel M. Pearl  
Commissioner  
Sanitation Department

DMP/tml  
cc:  
Steven Ballas, Comptroller



TOWN OF OYSTER BAY

Inter-Departmental Memo

March 21, 2024

**TO: MEMORANDUM DOCKET**

**FROM: JUSTIN McCaffrey, COMMISSIONER, PUBLIC SAFETY**

**Subject: TRANSFER OF FUNDS**

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

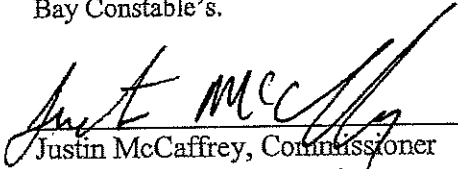
FROM:  
 DPS A 3010 11000 000 0000  
 SALARIES REGULAR  
 \$15,000.00

TO:  
 DPS A 3010 41400 000 0000  
 UNIFORMS  
 \$15,000.00

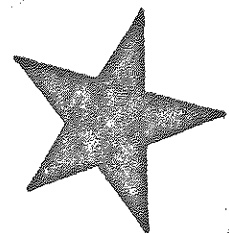
FROM:  
 DPS A 3010 11000 000 0000  
 SALARIES REGULAR  
 \$4,500.00

TO:  
 DPS A 3010 25000 000 0000  
 GENERAL EQUIPMENT  
 \$4,500.00

The above transfers to both accounts are necessary to fill the order from the Bay Constable's request for equipment to maintain the boats and supplies to replace Navigational aids in the waterway as well as uniform and personal floatation devices for Bay Constable's.

  
 Justin McCaffrey, Commissioner  
 Department of Public Safety

C: Town Attorney (9)  
Comptroller's Office



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
008-24	PKS	\$ 773.24	PKS SP07 7180 41600 000 0000
		\$ 773.24	TO PKS SP07 7180 42000 000 0000
009-24	DPW	\$ 281.00	FROM DPW A 1640 41600 000 0000
		\$ 281.00	TO DPW A 1640 44800 000 0000
010-24	SAN	\$6,700.00	FROM SAN SR05 8160 46530 000 0000
		\$6,700.00	TO SAN SR05 8160 46100 000 0000
011-24	DPS	\$15,000.00	FROM DPW A 3010 11000 000 0000
		\$15,000.00	TO DPS A 3010 41400 000 0000
		\$ 4,500.00	FROM DPS A 3010 11000 000 0000
		\$ 4,500.00	TO DPS A 3010 25000 000 0000

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Reviewed By  
Office of Town Attorney



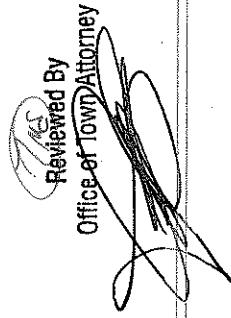
The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

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

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated March 7, 2024, requested, in cooperation with the Department of Parks, Town Board authorization to provide Aquatic Exercise Classes for the Senior Summer Program on the dates, times and locations below noted:

<b>Mondays</b> July 8, 15, 22, 29 August 5, 12, 19, 26	11:15 a.m.-12:15 p.m.	Plainview-Old Bethpage Community Pool
<b>Tuesdays</b> July 9, 16, 23, 30 August 6, 13, 20, 27	11:15 a.m.-12:15 p.m.	Marjorie R. Post Community Pool
<b>Wednesdays – No Classes</b>		
<b>Thursdays</b> July 11, 18, 25 August 1, 8, 15, 22, 29	3:00 p.m.-4:00 p.m.	Syosset-Woodbury Community Pool
<b>Fridays</b> July 12, 19, 26 August 2, 9, 16, 23, 30	1:00 p.m.-2:00 p.m. 2:00 p.m.-2:30 p.m. Advanced	Bethpage Community Pool

Reviewed By  
Office of Town Attorney



WHEREAS, Commissioner Fitzgerald, by said memorandum, further advised that Senior Citizens will pay a daily admission fee or seasonal pool pass fee, to the Department of Parks, to participate in the program,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, for the use of Town pools at the aforementioned dates, times and locations for the specific purpose of Aquatic Exercise Classes for the Senior Citizens of the Town.

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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 Iland	Aye
Councilman Labriola	Absent
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

TOWN OF OYSTER BAY  
Inter-Departmental Memorandum

March 7, 2024

TO: Memorandum Docket

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

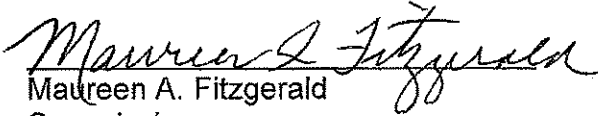
SUBJECT: 2024 Senior Citizen Summer Aquatic Classes

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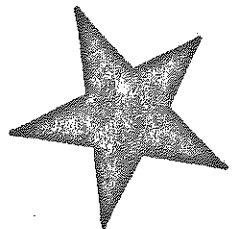
The Department of Community & Youth Services, in cooperation with the Parks Department, is requesting Town Board authorization to provide Aquatic Classes for the Senior Citizen Summer Program which will operate from July 8, 2024 to August 30, 2024.

If approved the Senior Citizens will pay for a daily admission fee or a seasonal pool pass, to the Parks Department, to participate in the program. The specific program dates are listed on the attached schedule.

Therefore, it is respectfully requested that the Town Board authorize the use of the Towns pools for the specific purpose of Aquatic Exercise Classes for the Senior Citizens of the Town of Oyster Bay.

  
Maureen A. Fitzgerald  
Commissioner

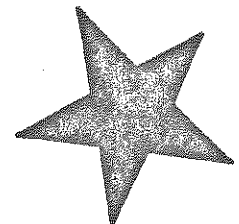
MAF:sab  
Attachment





2024 AQUATIC EXERCISE CLASSES FOR SENIORS

Date	Time	Facility
<b>Mondays</b> July 8, 15, 22, 29 August 5, 12, 19, 26	11:15AM-12:15PM	Plainview-Old Bethpage Community Pool
<b>Tuesdays</b> July 9, 16, 23, 30 August 6, 13, 20, 27	11:15AM-12:15PM	Marjorie R. Post Community Pool
<b>Wednesdays</b> <b>NO CLASSES</b>		
<b>Thursdays</b> July 11, 18, 25 August 1, 8, 15, 22, 29	3:00PM-4:00PM	Syosset-Woodbury Community Pool
<b>Fridays</b> July 12, 19, 26 August 2, 9, 16, 23, 30	1:00PM-2:00PM 2:00PM-2:30PM Advanced	Bethpage Community Pool



Meeting of April 9, 2024

Resolution No. 246-2024

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated March 7, 2024, requested Town Board authorization to issue a refund in the amount of \$350.00 to Mark Spencer, 324 E. Shore Drive, Massapequa, NY 11758, for fees paid for his son to attend the Spring 2024 Ice Hockey House League 12U, as his son can no longer attend; and

WHEREAS, Commissioner Pinto, by said memorandum, advised that Mr. Spencer is entitled to a full refund of \$350.00, as the 5 percent administrative fee has been waived,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of Parks is hereby authorized and directed to issue a refund in the amount of \$350.00 to Mark Spencer; and be it further

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

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

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7/15/24  
Reviewed By  
Office of Town Attorney  
America Walsh

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

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

246

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

TO: MEMORANDUM DOCKET

FROM: Joseph G. Pinto, Commissioner  
Department of Parks

DATE: 3/7/2024

SUBJECT: Mark Spencer- 2024 Spring Ice Hockey House League 12U Refund

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The Department of Parks respectfully requests Town Board approval for a refund in the amount of \$350.00 (three hundred and fifty dollars and 00/100 cents) to the Town of Oyster Bay resident Mark Spencer, 324 E Shore Drive, Massapequa, NY 11758. Mr. Spencer's son will not be attending the 2024 Spring Ice Hockey House League 12U.

Based on the 2024 Town of Oyster Bay refund policy, Mark Spencer is eligible to receive the refund as follows:

2024 Spring Ice Hockey House League 12U- \$350.00  
5% Administrative Fee Waived

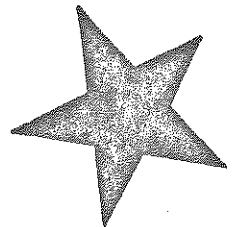
**TOTAL REFUND                    \$350.00 (three hundred and fifty dollars and 00/100 cents)**

The Office of the Comptroller has reviewed the department back-up documentation and verified funds are available for this requested refund.

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

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

JGP/nh



Meeting of April 9, 2024

Resolution No. 247-2024

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated March 4, 2024, requested Town Board authorization to issue a refund in the amount of \$275.00 to Pete Galanoudis, 300 Euclid Avenue, Massapequa Park, New York 11762, to reimburse him for fees paid for an ice rink rental at Marjorie Post Community Park, as the rental was canceled due to the weather,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of Parks is hereby authorized and directed to issue a refund in the amount of \$275.00 to Pete Galanoudis; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. PKS SP07 0001 02025 529 0000; and be it further

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

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Reviewed By  
Office of Town Attorney  
*Domenica Waite*

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

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

TOWN OF OYSTER BAY  
Inter-Departmental Memorandum

247

TO: MEMORANDUM DOCKET

FROM: Joseph G. Pinto, Commissioner  
Department of Parks

DATE: 3/4/2024

SUBJECT: Pete Galanoudis- Marjorie Post Park Rink Rental Refund

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The Department of Parks respectfully requests Town Board approval for a refund in the amount of \$275.00 (two hundred seventy five dollars and 00/100 cents) to the Town of Oyster Bay resident Pete Galanoudis, 300 Euclid Ave, Massapequa Park, NY 11762. Mr. Galanoudis' Marjorie Post Park Rink Rental was cancelled due to the weather.

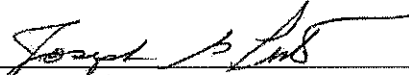
Based on the 2024 Town of Oyster Bay refund policy, Pete Galanoudis is eligible to receive the refund as follows:

Marjorie Post Park Rink Rental \$275.00 —  
5% Administrative Fee Waived

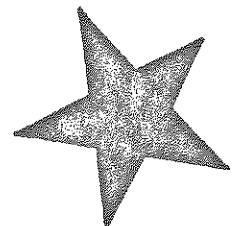
**TOTAL REFUND \$275.00**

The Office of the Comptroller has reviewed the department back-up documentation and verified funds are available for this requested refund.

Kindly debit the following account: PKS SP07 0001 02025 529 0000

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

JGP/nh



Meeting of April 9, 2024

Resolution No. 248-2024

WHEREAS, John Specce, by letter dated January 9, 2024, requested to donate a memorial plaque to be placed on a new bench at Theodore Roosevelt Memorial Park and Beach, Oyster Bay, in memory of Marcella Specce; and

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

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated March 4, 2024, recommended that the Town accept said donation,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town hereby accepts the donation of \$1,325.00 from John Specce to donate a memorial plaque to be placed on a new bench at Theodore Roosevelt Memorial Park and Beach, Oyster Bay, in memory of Marcella Specce.

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*(MS)*  
Reviewed By  
Office of Town Attorney  
*Donnica Walsh*

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

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

Town of Oyster Bay  
Inter-Departmental Memo

**TO:** Memorandum Docket  
**FROM:** Joseph G. Pinto, Commissioner of Parks  
**SUBJECT:** Memorial Plaque and Bench  
**DATE:** March 4, 2024

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The Department of Parks has received a request from John Specce (letter attached) requesting a memorial plaque on a new bench at Theodore Roosevelt Memorial Park and Beach in memory of Marcella Specce.

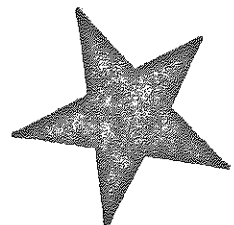
The Department of Parks has reviewed this request and concurs this will be a fitting tribute.

In accordance with Town Board Resolution 156-2024, adopted February 27, 2024, the Department of Parks respectfully requests Town Board Approval to accept a donation of \$1,325.00 from John Specce.

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

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

JGP/dc



## Diann Codispodo

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**From:** John Specce <[REDACTED]>  
**Sent:** Tuesday, January 9, 2024 2:26 PM  
**To:** Diann Codispodo  
**Subject:** Re: memorial prices n guidelines

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

Dear Diann,

My name is John Specce. I would like to donate and place a new memorial bench and 6" x 8" plaque at Theodore Roosevelt Memorial Park in Oyster Bay.

The bench and plaque are honoring my beloved wife, Marcella Specce, who passed into heaven on October 15, 2023.

As per your instructions, I will work on the wording of the plaque while approval is being processed. I understand that the list provided will not reflect the current pricing.

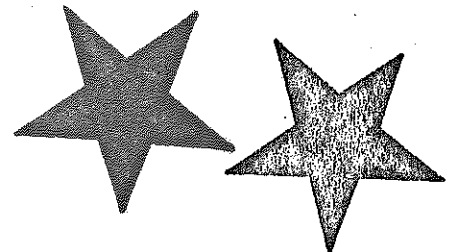
Thanks for your assistance and I will await further word from you.

Sincerely,  
John Specce

On Tue, Jan 9, 2024 at 2:06 PM Diann Codispodo <[dcodispodo@oysterbay-ny.gov](mailto:dcodispodo@oysterbay-ny.gov)> wrote:



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





Meeting of February 27, 2024

Resolution No.156-2024

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

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated January 24, 2024, requested that the Town Board approve the following 2024 fees for memorial plaques and benches:

FEES FOR A MEMORIAL PLAQUE:

8" x 4" plaque is \$425.00 – includes 4 lines top to bottom  
8" x 6" plaque is \$560.00 – includes 5 lines top to bottom

FEES FOR A MEMORIAL PLAQUE AND A NEW BENCH:

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

FEES FOR A MEMORIAL PLAQUE PLACED ON AN EXISTING BENCH:

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

FEES FOR A MEMORIAL PLAQUE PLACED UNDER AN EXISTING TREE:

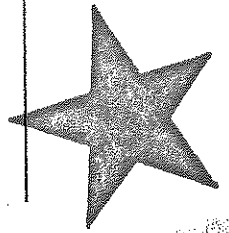
8" x 4" plaque placed under an existing tree is \$500.00  
8" x 6" plaque placed under an existing tree is \$600.00

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Town Board hereby approves the fees as specified hereinabove to be collected in Account No. PKS A 0001 02705 000 0000.

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

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



Meeting of April 9, 2024

Resolution No. 249-2024

WHEREAS, Timothy R. Zike, Deputy Commissioner, Department of Planning and Development, by memorandum dated March 4, 2024, recommended that the Town Board authorize payment of a refund in the amount of \$350.00 to Weiming Dong, 69 Hope Drive Plainview, New York 11803, for the fee paid for Building Permit No. P2308-0070, dated August 24, 2023, for 24 solar panels to be installed at 69 Hope Drive, Plainview, New York 11803, as the homeowner subsequently decided not to install the solar panels and Building Permit No. P2308-0070 was voided,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town Board authorizes payment of a refund in the amount of \$350.00 to Weiming Dong, 69 Hope Drive Plainview, New York 11803, for the fee paid for Building Permit No. P2308-0070, and payment of said refund is to be made upon presentation of a duly certified claim, after audit by the Office of the Comptroller; and be it further

RESOLVED, That funds for said payment are to be drawn from Account No. PAD B 0001 02555 000 0000.

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Reviewed By  
Office of Town Attorney  
*America Walker*

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

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

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

March 4, 2024

**TO:** MEMORANDUM DOCKET  
**FROM:** OFFICE OF THE COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
**SUBJECT:** RESIDENT REFUND - WEIMING DONG

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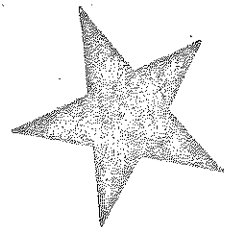
Pursuant to the Code of the Town of Oyster Bay, this Department issued Building Permit Number P2308-0070, dated August 24, 2023, for twenty four solar panels to be installed at 69 Hope Drive, Plainview, New York 11803. The property owner subsequently decided against the solar panels being installed. Therefore, Building Permit P2308-0070 was voided.

In light of the aforementioned facts, a three hundred fifty (\$350.00) refund for the issuance of Building Permit Number P2308-0070 should be refunded to Weiming Dong, 69 Hope Drive, Plainview, New York 11803 under account number PAD B 0001 02555 000 0000.

The Office of the Comptroller has reviewed the Department back-up documentation and verified that funds are available for this requested refund.

  
\_\_\_\_\_  
Timothy R. Zike  
Deputy Commissioner

TRZ:km



Meeting of April 9, 2024

Resolution No. 250-2024

WHEREAS, the Town Board, by Resolution No. 727-82, adopted on August 17, 1982, granted the Petition of JAY DEE TOMFOR TRANSPORTATION, INC., then fee owner, for a Special Use Permit to allow the construction of a building for automotive repairs and storage and repairs of school buses, and to allow gasoline storage for private fueling of school buses, on premises located in an "H" (Light Industry) District, at 449 West John Street, Hicksville, Town of Oyster Bay, County of Nassau, State of New York ("subject premises") and described as Section 11, Block 325, Lots 435, 436, 452, 454, 459, 460, 461, and 462 on the Land and Tax Map of Nassau County, subject to the restrictive covenants contained in such Resolution and the filing of said Resolution with the Clerk of Nassau County; and

WHEREAS, a certified copy of Resolution No. 727-82 was recorded in the Office of the Clerk of Nassau County on September 2, 1982 in Liber 9427 of Deeds, page 633; and

WHEREAS, the Town Board, by Resolution No. 176-83, adopted on February 15, 1983, granted the Petition of TWIN COUNTY RECYCLING CORP., for a Special Use Permit to permit the manufacture and refining of asphalt and to allow the storage of petroleum in quantities greater than tank car lots on the subject premises, and approved a Site Plan for said purposes; and

WHEREAS, the Town Board, by Resolution No. 51-84, adopted on January 3, 1984, granted the Petition of JAY DEE TOMFOR TRANSPORTATION, INC., then fee owner, granted Site Plan approval in connection with the Special Use Permit granted by Resolution No. 727-82; and

WHEREAS, the Town Board, by Resolution No. 1093-12, adopted on December 18, 2012, granted the Petition of CANTIAGUE COMMONS, LLC, for a Change of Zone from a Light Industrial ("LI") District to a PUD/R-30 District, SUBJECT TO the fulfillment of certain conditions, which conditions were never fulfilled, resulting in the subject premises remaining in the Light Industrial ("LI") District; and

WHEREAS, Scott L. Byrne, Deputy Commissioner, Department of Planning and Development, by memorandum dated March 6, 2024, advised that none of the uses allowed by any of the aforementioned Resolutions exist at the subject premises and 449 WEST JOHN INDUSTRIAL LLC, fee owner, has petitioned the Town Board to accept surrender of all existing Special Use Permits and the revocation and removal of all existing restrictive covenants; and

WHEREAS, Deputy Commissioner Byrne, by said memorandum, further advised that the Department of Planning and Development is in possession of an application by fee owner for a proposed maintenance/office building with associated site improvements for a bus depot at the subject premises, which use is a permitted principal use pursuant to the Code of the Town of Oyster Bay; and

Reviewed By  
Office of Town Attorney

WHEREAS, Deputy Commissioner Byrne, by said memorandum, recommended that the Town Board authorize the Department of Planning and Development to accept the surrender of all Special Use Permits affecting the subject premises and the termination, rescission and revocation of all restrictive covenants affecting the subject premises,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town Board authorizes the Department of Planning and Development to accept the surrender of all Special Use Permits affecting the subject premises and the termination, rescission and revocation of all restrictive covenants affecting the subject premises.

-#>

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

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

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

**TO:** MEMORANDUM DOCKET

**FROM:** SCOTT L. BYRNE, DEPUTY COMMISSIONER  
DEPARTMENT OF PLANNING & DEVELOPMENT

**DATE:** MARCH 6, 2024

**SUBJECT:** REQUEST TO SURRENDER SPECIAL USES AND  
RESCIND RESTRICTIVE COVENANTS  
449 W. JOHN STREET  
HICKSVILLE, NEW YORK 11801  
SECTION 11, BLOCK 325, LOT(S) 435, 436, 452, 454, 459, 460, 461 & 462

This Department is in receipt of correspondence from Shibber A. Khan, an authorize signatory of the owner of the above mentioned property (hereinafter referred to as "applicant") dated February 21, 2024 requesting to surrender prior Special Uses and rescind Restrictive Covenants encumbering the subject property.

On August 17, 1982, the Town Board approved Resolution Number 727-82 which granted a Special Use Permit to allow the construction of a building for automotive repairs and storage and repairs of school buses and the allow gasoline storage for private fueling of school buses.

On February 15, 1983, the Town Board approved Resolution Number 176-83 which approved a Site Plan application for the manufacturing and refining of asphalt and associated storage of petroleum.

On January 3, 1984, the Town Board approved Resolution Number 51-84 which granted Site Plan approval in connection with the special permission that was granted under Resolution Number 727-82 (described above).

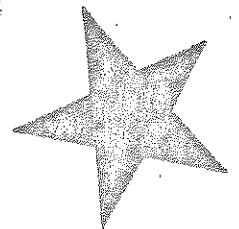
On December 18, 2012, the Town Board approved Resolution Number 1093-12 which granted a conditional change of zone, subject to the fulfillment of certain conditions. Those conditions were never satisfied and based on the documentation in the Town's files, this change of zone is unfulfilled. Please note that the current Zoning of this property is entirely Light Industry ("LI").

The uses granted by the aforementioned Resolutions no longer exist at the subject property and the applicant is asking to surrender the Special Use Permits and it is being requested by the applicant that all Restrictive Covenants be removed.

The Planning Division has a current application for a proposed maintenance/office building with associated site improvements for a bus depot at this site, which is a permitted principal use pursuant to the Code of the Town of Oyster Bay.

Submitted for your review are the following documents:

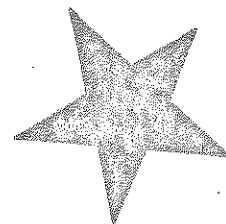
- 1) Letter from Shibber A. Khan dated February 21, 2024
- 2) Town Board Resolution Number 727-82
- 3) Town Board Resolution Number 176-83
- 4) Town Board Resolution Number 51-84
- 5) Town Board Resolution Number 1093-12



Based on the information provided herein, it is the recommendation of this Department to accept the surrender of the Special Use Permits and terminate the aforementioned Resolutions' Restrictive Covenants and this matter be referred to the Town Board for their appropriate action.

  
SCOTT L. BYRNE  
DEPUTY COMMISSIONER

SLB/gl



449 WEST JOHN INDUSTRIAL LLC  
28-18 STEINWAY STREET, ASTORIA, NY 11103  
718-204-0300

February 21, 2024

VIA HAND DELIVERY

Town Board  
Town of Oyster Bay  
74 Audrey Avenue  
Oyster Bay, New York 11771

Re: Request to surrender previous special use permits and rescind associated restrictive covenants by 449 West John Industrial LLC (the "Property Owner") to the Town of Oyster Bay ("Town") Department of Planning and Development in connection with the property located at 449 West John Street, Hicksville, New York, as shown on the Nassau County Tax Map as Section 11, Block 325, Lots 435, 436, 452, 454, 459, 460, 461 and 462 (the "Property")  
Criterion Site Ref.: West John Street  
Site Plan Application No. SP 06-23

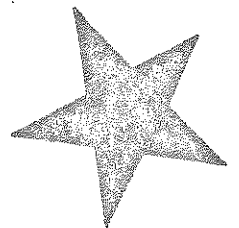
Dear Supervisor Saladino and Council Members:

I am the Authorized Signatory for the Property Owner, which is also the Applicant under Site Plan Application No. SP 06-23 (the "Application"). In connection with the Application, the Town Department of Planning and Development issued a review memorandum, dated November 17, 2023, which included the following comment:

There are numerous Town Board Resolutions and associated Restrictive Covenants encumbering the subject premises. These must be extinguished prior to approving the Site Plan. Please have the owner provide a letter requesting to surrender all previous Special Use Permits and rescind all associated Restrictive Covenants as these are no longer applicable to the property. This letter should be addressed to the Town Board. The applicant/attorney is responsible for obtaining the property's records and requesting the specific Resolution Numbers they wish to be rescinded/surrendered. There are many past Resolutions and it appears some have already been rescinded.

To address the foregoing comment, please consider this as a formal request to extinguish the following Town Board resolutions encumbering the Property:

1. Resolution No. 727-82, from the meeting of August 17, 1982, which granted special permission to construct a building for automotive repairs and storage/repairs of school buses and to allow gasoline storage for private fueling of school buses, subject to certain covenants and restrictions;





2. **Resolution No. 176-83**, from the meeting of February 15, 1983, which approved a site plan application for the manufacturing and refining of asphalt and associated storage of petroleum;
3. **Resolution No. 51-84**, from the meeting of January 3, 1984, which granted site plan approval in connection with the special permission that was granted under Resolution No. 727-82 (described above); and
4. **Resolution No. 1093-12**, from the meeting of December 18, 2012, which granted a conditional change of zone, subject to the fulfillment of certain conditions, which do not appear to have ever been satisfied based on the documentation in the Town's files.

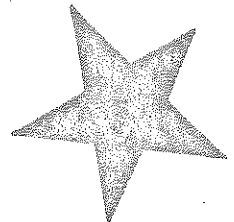
Thank you for your kind and courteous attention to this matter.

449 West John Industrial LLC

By: 

Name: *Shibber A. Khan*

Title: *Authorized Signatory*



Meeting of August 17, 1982

WHEREAS, JAY DEE TOMFOR TRANSPORTATION, INC., by petition verified September 4, 1981, heretofore petitioned the Town Board of the Town of Oyster Bay for special permission to construct a building and use in an "H" Industrial District (Light Industry) the below described premises for automotive repairs and storage and repair of school buses; in addition, gasoline storage will be provided for private use of fueling petitioner's school buses, at Hicksville, New York; and

WHEREAS, a duly advertised public hearing on said petition was held by the Town Board of the Town of Oyster Bay on May 18, 1982, at which hearing all parties interested in the subject matter and desiring to be heard, were heard; and

WHEREAS, Cohn & Foley, Esqs., attorneys for the petitioner, by William S. Cohn, Esq., appeared in support of this application; and

WHEREAS, the Nassau County Planning Commission, by Resolution No. 2229-82, adopted March 25, 1982, recommends the Town Board of the Town of Oyster Bay take such action as it deems appropriate, the Commission having no objections or modifications; and

WHEREAS, the Town Board finds from the relevant facts and circumstances adduced at the public hearing and from facts within the personal knowledge of the members of the Town Board that because of the area, location, nature and character of the subject premises, that the premises are adequate and suitable for the requested use, that the granting of this application, subject to the covenants, restrictions and provisions herein imposed upon the subject premises will not adversely affect the present character of the neighborhood, will not endanger the health, welfare or safety of the community and will be compatible with the purposes and objectives of the comprehensive zoning plan of the Town of Oyster Bay,

NOW, THEREFORE, BE IT RESOLVED, That the application of JAY DEE TOMFOR TRANSPORTATION, INC., for special permission to construct a building and use the below described premises for automotive repairs and storage and repair of school buses; in addition gasoline storage will be provided for private use of fueling petitioner's school buses on the following described premises; be and the same is hereby GRANTED:

ALL that certain plot, piece or parcel of land with buildings and improvements thereon erected, if any, situate, lying and being in Hicksville, County of Nassau and State of New York, bounded and described as follows:

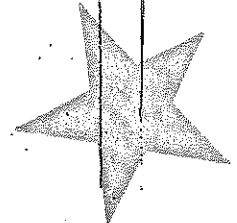
BEGINNING at a point on the southerly side of West John Street, distant 510.01 feet westerly from the intersection formed by the southerly side of West John Street and the westerly side of Lombardy Street; RUNNING THENCE westerly along the southerly side of West John Street, South 86 degrees 46 minutes 15 seconds West, 257.37 feet; RUNNING THENCE South 8 degrees 17 minutes 28 seconds West, 447.56 feet; RUNNING THENCE North 83 degrees 20 minutes 16 seconds East, 332.15 feet; RUNNING THENCE along the arc of a curve, bearing to the right, R=50.0, L=167.19;

*Handwritten:* Approved as to Form  
Deputy Town Attorney  
*[Signature]*

*Handwritten:* Lotted Paper Post Ver 46  
Section 11 Block 325 Lot 461

①

SEP 2 1982



RUNNING THENCE along the arc of a curve bearing to the left, R=25.0, L=44.31; RUNNING THENCE North 3 degrees 12 minutes 00 seconds West, 270.18 feet; running thence along the arc of a curve bearing to the left R=25.00, L=39.28 to the southerly side of West John Street, the point or place of BEGINNING.

SAID premises being identified on the Nassau County Land and Tax Map as Section 11, Block 325, Lot 461.

The below recited covenants, restrictions and provisions shall apply for only so long as the subject premises is being used for the purposes authorized by the special use permit granted herein and are not intended to be and shall not be applicable or enforceable in the event that the entire subject property shall be utilized for those uses which do not require a special use permit in accordance with the Building Zone Ordinance of the Town of Oyster Bay, Nassau County, New York, as amended and revised, then in effect. Said special use permit shall not become effective unless and until a certified copy of this resolution shall be duly filed in the Office of the Clerk of Nassau County.

1. That all water shall be contained on the subject premises and the petitioner, its successors or assigns, shall not permit water spill over onto any adjoining properties.
2. That provisions shall be made for on-site employee parking.
3. That no repair work shall be performed in the open.
4. That no automobile parts, dismantled vehicles or similar articles shall be stored in the open.
5. That the exterior of all structures or other installations visible to the public, including the riding public of the Long Island Railroad, shall be continuously maintained and kept in good repair.
6. That all garbage and rubbish shall be placed in suitable covered containers.
7. That retail sales of gasoline or other petroleum products is prohibited.
8. That all storage tanks, including existing tanks, if any, shall strictly comply with any and all specifications or recommendations of the Nassau County Fire Marshal's Office.
9. That all lighting shall be directed upon the subject premises and no lighting shall penetrate or spill over into adjacent areas.
10. That all driveways and parking fields shall be maintained in good repair at all times and all areas shall be kept neat and clean at all times and all structures and equipment shall be maintained in good condition at all times.
11. That any and all signs that are erected and maintained are to comply with all applicable provisions of present and future laws or ordinances of the Town of Oyster Bay.

12. That there shall be strict compliance with any and all ordinances, laws, regulations, or directives of the Nassau County Fire Marshal's Office and any other agencies or departments of the Town of Oyster Bay, Nassau County, State of New York and the United States of America.

13. That no certificate of occupancy shall be issued unless and until a "site plan" has been approved by Town Board resolution which site plan shall be drawn to scale and in a form acceptable to the Department of Planning and Development and shall include the exact location, dimensions, height and size of the proposed building, any and all exterior alterations or additions to existing buildings; location and type of any and all signs, including illuminated and non-illuminated, mounted or free standing signs, means of ingress and egress to or from the subject property, parking and location and type of fencing, size, type and location of dumpsters, safety equipment, the number, size and capacity of storage tanks and what products are to be stored therein and any other information or details as may be required by the Department of Planning and Development.

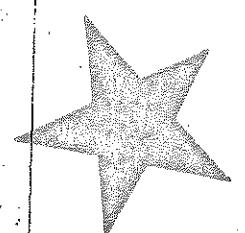
14. That in the event of any violation of any kind of the restrictions, covenants or provisions contained herein or any kind previously imposed, or any ordinance or regulations, and failure of the then owner of the real property, or any first mortgagee, to remedy such violation within thirty (30) days after notice by the Town to the then owner of the real estate, and any first mortgagee of whom the Town has been given notice; the Town shall have the right to suspend or revoke forthwith, the special use permit granted, unless a cure for such violation has been commenced and the then owner and/or any first mortgagee is diligently prosecuting the curing of any violation.

15. That the covenants and restrictions recited herein may only be changed, modified or terminated by Town Board resolution.

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

Supervisor Colby	Aye
Councilman Mosca	Aye
Councilman Hogan	Aye
Councilman Diamond	Aye
Councilman Clark	Aye
Councilman Hynes	Aye
Councilman Venditto	Aye

cc: Supervisor  
Town Board  
Town Attorney  
Comptroller (2)  
Building Div.  
Plan. & Dev. (cert.)



S.B.K.  
DCR:psd

RESOLUTION NO. 176-83

Meeting of February 15, 1983

WHEREAS, the Town Board of the Town of Oyster Bay, by Resolution No. 896-82, adopted October 19, 1982, approved the application of TWIN COUNTY RECYCLING CORP. for a special use permit to permit the manufacture and refining of asphalt and for permission to store petroleum in quantities greater than tank car lots on the premises described therein at Hicksville, New York; and

WHEREAS, said resolution was subject to certain covenants, restrictions and provisions; and

WHEREAS, Paragraph "14" provided that no building permit or certificate of occupancy shall be issued unless and until a site plan has been approved by Town Board resolution; and

WHEREAS, Frederick P. Ippolito, Commissioner of the Department of Planning and Development, by memorandum dated January 31, 1983, reports his office has reviewed the site plan entitled "Site Plan, Twin County Recycling Co. Inc., 499 West John Street, Hicksville, N. Y." prepared by Harry G. Tyson, Licensed Land Surveyor, under the seal of Richard Petrarca, Licensed Professional Engineer, dated January 16, 1983 and last revised January 21, 1983, which plan depicts means of ingress and egress to the site from West John Street, required landscaping, fencing, paving, various trailers, off-street parking, an inground sprinkler system along the roadways and stock piles of raw materials not to exceed 25' in height and Commissioner Frederick P. Ippolito further reports that development of the subject property in accordance with the above referred to site plan, a copy of which is attached, would, in his opinion, be compatible with the surrounding area and recommends approval of said site plan,

Approved as to Form  
Deputy Town Attorney  
*[Signature]*

SEC-11  
BLK. 325  
LOTS 459  
460  
462

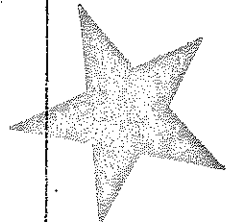
NOT, THEREFORE, BE IT RESOLVED, That the site plan entitled "Site Plan, Twin County Recycling Co. Inc., 499 West John Street, Hicksville, N. Y." prepared by Harry G. Tyson, Licensed Land Surveyor, under the seal of Richard Petrarca, Licensed Professional Engineer, dated January 16, 1983 and last revised to January 21, 1983, be and the same is hereby approved.

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

Supervisor Colby Aye  
Councilman Mosca Aye  
Councilman Hogan Aye  
Councilman Diamond Aye  
Councilman Clark Aye  
Councilman Hynes Aye  
Councilman Venditto Aye

cc: Supervisor  
Town Board  
Town Attorney  
Comptroller (2)  
Building Div.  
Plan. & Dev.

RECEIVED  
1983 FEB 22 AM 11:43  
BUILDING & ZONING DEPT.  
TOWN OF OYSTER BAY, N.Y.



DCR:tac

Meeting of January 3, 1984

E.G.S.

WHEREAS, the Town Board of the Town of Oyster Bay, by Resolution No. 727-82, adopted August 17, 1982, approved the petition of JAY DEE TOMFOR TRANSPORTATION, INC., for special permission to construct a building for automotive repairs and storage, and repair of school buses; in addition, gasoline storage will be provided for private use of fueling petitioner's school buses at Hicksville, New York; and

WHEREAS, said resolution was subject to certain covenants, restrictions and provisions; and

WHEREAS, Covenant No. 13 provided "13. That no certificate of occupancy shall be issued unless and until a site plan has been approved by Town Board resolution, which site plan shall be drawn to scale and in a form acceptable to the Department of Planning and Development and shall include the exact location, dimensions, height and size of the proposed building, any and all exterior alterations or additions including illuminated and non-illuminated mounted or free standing signs, means of ingress and egress to and from the subject location, location of dumpsters, safety equipment, the number, size and capacity of storage tanks and what products are to be stored therein and any other information or details as may be required by the Department of Planning and Development"; and

Approved as to Form  
Deputy IC: [Signature]

WHEREAS, Frederick P. Ippolito, Commissioner of the Department of Planning and Development, by memorandum dated November 7, 1983, reports that his office has reviewed the site plan entitled "Site Plan: Elevations, Jay Dee Transportation, Tomfor Transportation, West John Street, Hicksville, N.Y." prepared by Abraham Hertzberg, P.E., Sheet A-1, Job #81-65, dated 11/20/81, and last revised to 10/27/83, which plan depicts a one-story masonry building to be used for bus repair and office for the above captioned operation; also depicted on the plan are means of ingress and egress to the site from West John Street, employee parking, bus parking, paving, fencing and gasoline pumps, exterior lighting and elevations of the one-story masonry building; and

WHEREAS, Frederick P. Ippolito, Commissioner of the Department of Planning and Development reports that development of the subject premises in accordance with the attached site plan would, in his opinion, be compatible with the surrounding area and recommends Town Board approval of the aforementioned site plan.

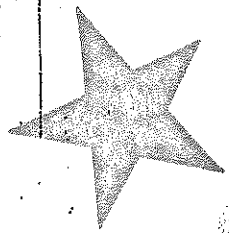
Sec. 11  
Bk 325  
Lot 461

NOW, THEREFORE, BE IT RESOLVED, That the site plan entitled "Site Plan: Elevations, Jay Dee Transportation, Tomfor Transportation, West John Street, Hicksville, N.Y." prepared by Abraham Hertzberg, P.E., Sheet A-1, Job #81-65, dated 11/20/81, and last revised to 10/27/83 be and the same is hereby APPROVED.

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

Supervisor Colby	Aye
Councilman Mosca	Aye
Councilman Hogan	Aye
Councilman Diamond	Aye
Councilman Clark	Aye
Councilman Hynes	Aye
Councilman Venditto	Aye

cc: Supervisor  
Town Board  
Town Attorney  
Comptroller(2)  
Building Div.  
Plan. & Dev.



Meeting of December 18, 2012

RESOLUTION NO. 1093-12

WHEREAS, CANTIAGUE COMMONS, LLC, (hereinafter referred to as the "Petitioner"), petitioned the Town Board of the Town of Oyster Bay for a Change of Zone from Light Industrial (LI) District to PUD/R-30 District and for Site Plan Approval, so as to permit the construction of 390 owner occupied residence units, wherein one party in each unit is required to be 55 years of age or older, on a certain parcel of land located on the south side of West John Street, Hicksville, New York, and described as Section 11, Block 325, Lots 435, 436, 452, 454, 459, 460, 462 and part of Brand Street on the Land and Tax Map of Nassau County; and

WHEREAS, the Town Board in conformance with the Town Environmental Quality Review Law and the New York State Environmental Conservation Law, and the implementing regulations contained in 6 NYCRR Part 617, directed that the creation of a PUD/R-30 zoning district, and Petitioner's application for a change of zone and site plan application undergo a contemporaneous environmental review process in accordance with the established procedures for the review and approval of such actions; and

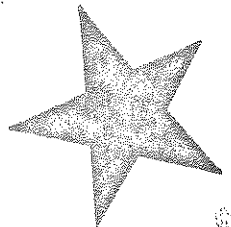
WHEREAS, with regard to the proposed rezoning and redevelopment of the property located at 449 West John Street, Hicksville, Town of Oyster Bay, New York, more particularly described as Section 11, Block 325, Lots 435, 436, 452, 454, 459, 460, 462, and p/o Brand Street on the Land and Tax Map of Nassau County, the Town Environmental Quality Review Division has performed its environmental study pursuant to the State Environmental Quality Review Act ("SEQRA"), and recommended that the proposed action will have the potential for significant environmental impact on the environment, and accordingly the Town Board issued a Positive Declaration by Resolution No. 355-2011, on April 12, 2011; and

WHEREAS, in accordance with the aforementioned Positive Declaration, the proposed action was the subject of a Draft Environmental Impact Statement ("DEIS"), dated April, 2011, which document, was accepted by the Town Board on May 3, 2011 by Resolution No. 397-2011 as satisfactory with respect to scope, content and adequacy for the purposes of the Town Environmental Quality Review Law and the New York State Environmental Conservation Law and its applicable regulations thereon, and thereafter, was circulated for public review and comment, in accordance with the requirements of SEQRA, and a duly advertised public hearing was convened by the Town Board on May 17, 2011, at which time everyone wishing to comment on the DEIS was heard; and

WHEREAS, a Final Environmental Impact Statement ("FEIS") was prepared to address substantive issues raised during the public review of the DEIS, said FEIS, dated October 2011, being accepted by the Town Board on October 18, 2011 by Resolution No. 897-2011, and thereafter, was circulated for public review, in accordance with the requirements of SEQRA; and

WHEREAS, by Resolution No. 950-11, adopted on November 15, 2011, the Town Board approved the findings regarding the proposed creation of a new zoning district, pursuant to the requirements of the SEQRA, and that said new zoning district will not result in significant adverse environmental impacts, for the purposes of the Town Environmental Quality Review Law and the New York State Environmental Conservation Law and its applicable regulations thereon; and

*7/2/12*  
Reviewed By  
Office of Town Attorney  
*John M. [Signature]*



WHEREAS, the Nassau County Planning Commission, by Resolution No. 9807-11, adopted on December 1, 2011, has recommended local determination of said application; and

WHEREAS, the Town Board of the Town of Oyster Bay, based upon the relevant facts and circumstances presented at the public hearing, and based upon the facts and information within the personal knowledge of the members of the Town Board, finds the following: that because of the area, location, nature and character of the subject property, the below described premises are adequate and suitable for the requested use; that the granting of this application, subject to the imposition of certain covenants, restrictions and provisions, will not adversely affect the present character of the area; and the granting of this application will be compatible with the purposes and objectives of the comprehensive zoning plan of the Town of Oyster Bay; and

NOW, THEREFORE, BE IT RESOLVED, That the Petition of CANTIAGUE COMMONS, LLC, (hereinafter referred to as the "Petitioner"), petitioned the Town Board of the Town of Oyster Bay for a Change of Zone from Light Industrial (LI) District to PUD/R-30 District, for a certain parcel of land located on the south side of West John Street, Hicksville, New York, and described as Section 11, Block 325, Lots 435, 436, 452, 454, 459, 460, 462 and part of Brand Street on the Land and Tax Map of Nassau County, is hereby **CONDITIONALLY GRANTED**, on the premises described as follows:

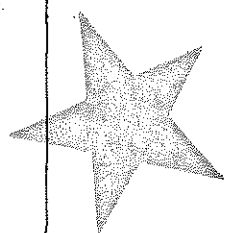
SCHEDULE A

ALL that certain plot, piece or parcel of land, situate, lying and being at Hicksville, Town of Oyster Bay, County of Nassau, and State of New York, being more particularly bounded and described as follows:

BEGINNING at a point at the southerly line of West John Street, as widened, said point being distant 400.01 feet westerly from the intersection of the westerly line of Lombardy Street with said southerly line of West John Street;

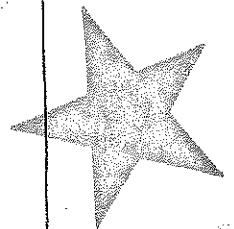
RUNNING THENCE the following twenty-two (22) courses:

1. Along the arc of a curve bearing to left having a radius of 25.00 feet a length of 39.26 feet (said curve having a chord bearing and distance of South 41 degrees 47 minutes 08 seconds West 35.35 feet) to a point of tangency;
2. South 03 degrees 12 minutes 00 seconds East a distance of 400.29 feet;
3. South 86 degrees 21 minutes 56 seconds East a distance of 60.43 feet;





4. North 86 degrees 46 minutes 15 seconds East a distance of 235.00 feet;
5. South 03 degrees 12 minutes 00 seconds East a distance of 132.20 feet;
6. North 86 degrees 48 minutes 00 seconds East a distance of 435.00 feet;
7. North 03 degrees 12 minutes 00 seconds West a distance of 470.40 feet;
8. North 86 degrees 48 minutes 00 seconds East a distance of 15.00 feet;
9. North 03 degrees 12 minutes 00 seconds West a distance of 94.35 feet to the southerly line of West John Street, as widened;
10. North 87 degrees 33 minutes 50 seconds East along said southerly line of West John Street a distance of 225.02 feet to the centerline of Brand Street (Spruce Street);
11. South 03 degrees 12 minutes 00 seconds East along the centerline of Brand Street a distance of 91.35 feet;
12. North 86 degrees 48 minutes 00 seconds East a distance of 125.00 feet;
13. South 03 degrees 12 minutes 00 seconds East a distance of 604.33 feet to the northerly line of property of the Long Island Rail Road;
14. Westerly along said northerly line South 81 degrees 00 minutes 00 seconds West a distance of 1641.37 feet;
15. North 16 degrees 02 minutes 00 seconds East a distance of 436.89 feet;
16. North 73 degrees 58 minutes 00 seconds West a distance of 39.71 feet;
17. North 83 degrees 20 minutes 16 seconds East a distance of 332.15 feet to the beginning of a non-tangent curve;
18. Along the arc of a curve bearing to the right having a radius of 50.00 feet a length of 167.19 feet (said curve having a



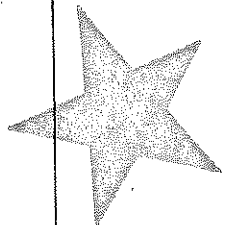
chord bearing and distance of North 02 degrees 33 minutes 50 seconds East 99.49 feet) to a point of reverse curvature;

19. Along the arc of a curve bearing to the left having a radius of 25.00 feet a length of 44.31 feet (said curve having a chord bearing and distance of North 47 degrees 34 minutes 42 seconds East 38.74 feet) to a point of tangency;
20. North 03 degrees 12 minutes 00 seconds West a distance of 270.18 feet to a point of curvature;
21. Along the arc of a curve bearing to the left having a radius of 25.00 feet a length of 39.28 feet (said curve bearing and distance of North 48 degrees 12 minutes 52 seconds West 35.36 feet) to the southerly line of West John Street, as widened;
22. North 86 degrees 46 minutes 15 seconds East along said southerly line of West John Street a distance of 110.00 feet to the point or place of beginning.

Containing within said bounds 661,003 square feet or 15.174 acres, more or less.

And be it further RESOLVED, That the Petition herein conditionally granted is subject to the following conditions:

1. Voluntary covenants and restrictions imposed upon the subject premises by the Petitioner, as agreed upon between the Town and the Petitioner, and to be memorialized in a written instrument, to be duly recorded in the Office of the Clerk of Nassau County;
2. Removal of the asphalt plant which presently exists on the subject premises, removal of all materials used in the business uses of the subject premises; Petitioner causing a Phase II Environmental Study of the subject premises to be conducted, and Petitioner performing such remediation of the subject premises as indicated by such study; and
3. Submission by Petitioner of documentation establishing the identity of the members of Petitioner, evidencing the ownership of the subject premises, proper consent of said owners, and proof of current authority of any fiduciaries executing such consents; and be it further

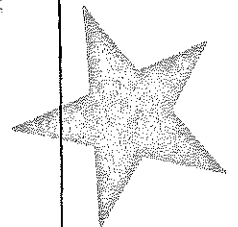


RESOLVED, That the applicant shall have ninety (90) days from the date hereof, unless such time period is extended by resolution of the Town Board, to comply with the conditions set forth above, and that the change of zone conditionally granted herein shall not take effect unless and until the Town Board by resolution determines that the aforesaid conditions have been satisfied.

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

Supervisor Venditto	Aye
Councilman Muscarella	Aye
Councilman Macagnone	Aye
Councilman Coschignano	Aye
Councilwoman Faughnan	Aye
Councilman Pinto	Aye
Councilwoman Alesia	Aye

cc: Supervisor  
Town Attorney  
Comptroller (2)  
P&D  
DER



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 December 21, 2023, authorized the Highway Department to clean up the premises located at 12 Spruce Avenue, Bethpage, New York 11714, also known as Section 46, Block 491, Lot 30 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, by memorandum dated March 11, 2024, 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 28, 2023, in the total amount of \$1,282.37, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, as set forth in their memorandum dated March 11, 2024, 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 \$1,282.37 may be assessed by the Legislature of the County of Nassau against the parcel known as 12 Spruce Avenue, Bethpage, New York 11714, also known as Section 46, Block 491, Lot 30 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

*File*  
REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
*Ralph P. Healey*

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

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

Town of Oyster Bay  
Inter-Departmental Memo

TO: MEMORANDUM DOCKET  
FROM: Office of the Town Attorney  
DATE: March 11, 2024  
SUBJECT: Property Cleanup Assessment  
12 Spruce Avenue, Bethpage, New York 11714  
Section 46, Block 491, Lot 30

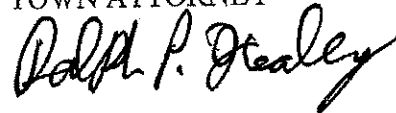
---

The Department of Planning and Development, by memorandum dated December 21, 2023, directed the Highway Department to clean the premises located at 12 Spruce Avenue, Bethpage, New York 11714, also known as Section 46, Block 491, Lot 30 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated January 3, 2024, advised that the property was cleaned by a crew from the Highway Department on December 28, 2023. The cost incurred by the Town of Oyster Bay was \$1,282.37.

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

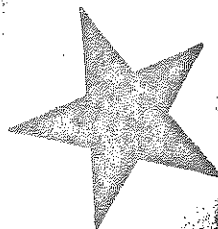
Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA  
TOWN ATTORNEY



Ralph P. Healey  
Deputy Town Attorney

RPH:aml  
Attachments



2024-9425

**TOWN OF OYSTER BAY**

**Inter-Departmental Memo**

**December 21, 2023**

**To: RICHARD W. LENZ, PE: COMMISSIONER/DPW**  
**From: TIMOTHY R. ZIKE: DEPUTY COMMISSIONER**  
**DEPARTMENT OF PLANNING AND DEVELOPMENT**  
**Subject: 12 SPRUCE AVENUE, BETHPAGE, NEW YORK**  
**SBL: 46-491-30 +31**

---

Notice of Violation number V343-231213092609 was issued to the owner of the above-referenced premises on 12/13/2023 for property non-maintenance, in violation of Chapter 135, Section 52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

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

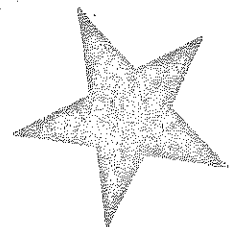
- **Lawn and vegetation to be cut on the subject property.**
- **Remove garbage, litter and refuse.**

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

TIMOTHY R. ZIKE  
Deputy Commissioner

  
\_\_\_\_\_  
MICHAEL ESPOSITO  
CODE ENFORCEMENT BUREAU

TRZ:ME:sf  
cc: Frank Scalera, Town Attorney





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

COMMISSIONER

ANGELO A. DELLIGATTI, ESQ.  
SPECIAL COUNSEL

TIMOTHY R. ZIKE  
DEPUTY COMMISSIONER

SCOTT L. BYRNE  
DEPUTY COMMISSIONER

December 21, 2023

Peter Pekich  
139 Oakland Avenue  
West Hempstead, N.Y. 11552

RE: 12 SPRUCE AVENUE, BEHTPAGE NEW YORK 11714  
SECTION 46 BLOCK 491 LOT 30  
**FAILURE TO MAINTAIN RESIDENTIAL PROPERTY**

Peter Pekich,

Pursuant to Chapter 135 (Housing Standards), Section 53 (Notice of Violation) of the Code of the Town of Oyster Bay, please be advised that this Department has conducted an inspection of the above referenced property and issued Notice of Violation, Number V343-23123092609, dated 12/13/2023, which gave you five (5) days to clean-up the subject property. As of the date of this letter, you have failed to comply with the above-mentioned directive.

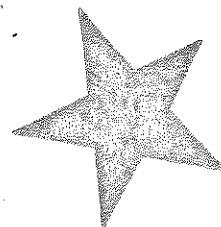
According to Chapter 135 (Housing Standards), Section 54 (Compliance with Notice; Assessment of Costs) of the Code of the Town of Oyster Bay, as the Commissioner of the Department of Planning and Development, I am empowered to direct the Town to clean-up the subject property, which includes the maintenance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

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

Very truly yours,

TIMOTHY R. ZIKE  
Deputy Commissioner

ME:sf  
cc: Office of Town Attorney  
Enclosure



AL

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

**TO:** FRANK M. SCALERA, TOWN ATTORNEY  
**FROM:** TIMOTHY R. ZIKE, DEPUTY COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
**DATE:** JANUARY 09, 2024  
**SUBJECT:** 12 SPRUCE AVENUE, BETHPAGE, NEW YORK 11714  
SECTION 46, BLOCK 491, LOT(S) 30

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

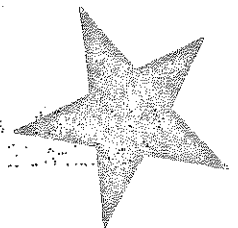
- 1) T.O.B. Highway Department Clean-Up Costs: \$ 1,282.37

It is respectfully requested that your Office take the necessary steps in order to obtain an approval for an assessment of \$1,282.37 to be added to the subject property tax bill in order to be reimbursed for the Town's work to clean-up the subject property.

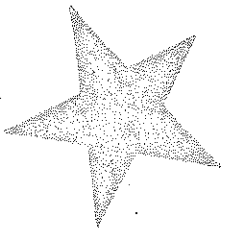
Thank you for your attention to this matter. If you have any questions, kindly contact Code Enforcement, Suzanne Fitzgerald, at extension 6255.

*Timothy R. Zike*  
TIMOTHY R. ZIKE  
Deputy Commissioner

ME:sf  
Encls.







MAUREEN O'CONNELL  
 Maureen O'Connell  
 County Clerk  
 Mineola, NY 11501



Instrument Number: 2023- 00036824  
 As  
 D12 - DEED COMMERCIAL

Recorded On: June 23, 2023  
 Parties: TREASURER  
 TO PEKICH PETER A  
 Recorded By: PETER PEKICH

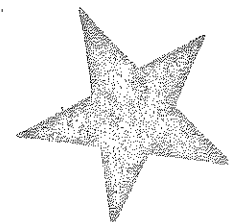
Billable Pages: 2  
 Num Of Pages: 3  
 Comment:

**\*\* Examined and Charged as Follows: \*\***

D12 - DEED COMMERCIAL	55.00	Blocks - Deeds - 5306	300.00	RP5217 Commercial	250.00
Tax Affidavit TP 504	5.00				
Recording Charge:	610.00				
		Consideration			
	Amount	Amount	RS#/CS#		
Tax-Transfer:	0.00	103,574.55	RE 21652	Basic	0.00 Spec ASST 0.00
OYSTER BAY				Local NY CITY	0.00 Spec ADDL SONYMA 0.00
EXEMPT				Additional MTA	0.00 Transfer 0.00
Tax Charge:	0.00				

Property Description:

Line	Section	Block	Lot	Unit	Town-Name
1	46	481	30		OYSTER BAY
2	46	481	31		OYSTER BAY



10/1  
10/2  
10/3  
4/4  
4/5  
12/4  
11/4  
5/1  
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10/19  
10/20

This ~~Indenture~~ made this 27th day of March in the year two thousand and twenty three  
Between David Yaudoon Chiang as Treasurer of the County of Nassau, State of New York,  
party of the first part, and \_\_\_\_\_ residing at \_\_\_\_\_ party of the second part.

Witness that Whereas, by and under the provisions of Chapter 272 of the Laws of 1939 of the State of New York and all amendments thereto, the Treasurer of the County of Nassau is authorized and required to advertise and sell real estate upon which taxes, together with interest, penalties and charges as therein prescribed remain unpaid, and

Whereas, default was made in the payment of such taxes, interest and charges on sundry parcels of land within Nassau County, and the said Treasurer of the said County of Nassau did cause a list of said lands charged with such taxes, interest and other charges, with the notices required by Chapter 272 of the Laws of 1939 and all amendments thereto, to be published as required by said article, and

Whereas, pursuant to said notice and law, the said County Treasurer did, on the 18th day of February, 2020 sell at public auction each of said parcels of land for an amount sufficient to pay such taxes, interest and charges thereon, and

Whereas, the party of the second part purchased at said sale for unpaid taxes of the year(s) 18-19 School 2nd half only and 2019 Full General or has acquired by assignment the purchase rights from such sale in the property hereinafter described, and

Whereas, the said party of the second part has served notice of election to accept a deed of conveyance of such property as prescribed by Chapter 272 of the Laws of 1939, including all amendments thereto, of the State of New York, and

Whereas, the said party of the second part has filed due proof of the services of each and every notice by said law required, and

Whereas, the said piece or parcel of land has not been redeemed within the time prescribed by law for the redemption thereof, and

Whereas, the said party of the second part has assumed all outstanding prior tax liens upon said premises held by the County of Nassau;

Now, therefore, in consideration of the premises and the sum of ONE HUNDRED SEVENTY FIVE 00/100 (Per Parcel) dollars

paid into the Treasury of said County by the said party of the second part, the receipt whereof is hereby acknowledged, the said party of the first part has granted, released and conveyed and doth hereby grant, release and convey into the said party of the second part Peter A. Dekich d/b/a Nedcor Holding Co. heirs and assigns forever, all that lot, piece or parcel of land situate in the Town/City of \_\_\_\_\_ County of Nassau, and State of New York, described as follows:

S.D. 21 SECTION 46 BLOCK 491 (LOTS) 30 and 31 (Separate Lots)

CERTIFICATE # 2019-1261 and 2019-1262

LOC: AS SHOWN ON THE NASSAU COUNTY LAND & TAX MAP

including the right, title and interest of James Bradford Kenaly, et al.

in said premises, being the owner thereof so far as appears on the record, together with the hereditaments and appurtenances thereto belonging.

Subject to any claims for taxes or for other liens or encumbrances and to any right, title or interest of the County of Nassau founded upon a tax or other lien or encumbrance,

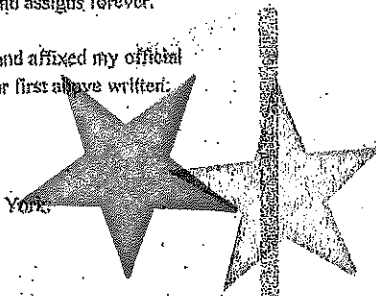
Subject to the provisions of the Federal and State Soldiers and Sailors Civil Relief Acts.

To Have and to Hold, the same unto the said party of the second part its heirs and assigns forever.

In Witness Whereof, I have heretunto subscribed my name and affixed my official seal at Mineola, N.Y., the day and year first above written.

In the Presence of: [Signature]

[Signature]  
DAVID YAUDOON CHIANG  
As Treasurer of Nassau County, New York.



5 21 8 MAR 29 2023

ESD 9 AM 3 0 5 2

Record & Return To.

*P. Petrich  
139 Oakland Ave  
W. Hempstead N.Y. 11552*

5216 MAR 29 1972

David V. Chicago  
SS COUNTY TREASURER  
of Nassau County

*Robert A. Petrich  
Alpha Machine Holdings Co.*

Enterprise Tax Sale

at February 18<sup>th</sup> 2002

Nassau County Lot 4 and 12, LHP  
200 - 44<sup>th</sup> Street - LHP  
Lot 1 - 20, 000 - 31  
Sq. W. Hempstead, N.Y.

Issued on Demand in 2019-2021  
2019-2021

11-2019-2021

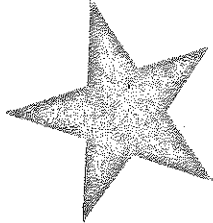
FILED IN 2002 4 1 12

Date of Sale: 02/18/02  
County of Nassau

On the 18<sup>th</sup> day of March, in the year 2002,  
I, the undersigned, a duly qualified and  
authorized officer of Nassau County, New York,  
do hereby certify that the above described  
lot of land is the property of the Nassau County  
Department of Social Services and is being sold  
to me in accordance with the provisions of the  
County Law and the provisions of the  
Ordinance of the Board of Supervisors of the  
County of Nassau, New York, and that the  
proceeds of the sale of the said lot shall be  
deposited in the Treasury of the County of Nassau.

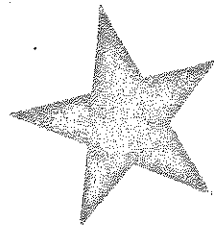
DAVID V. CHICAGO  
County Treasurer  
NASSAU COUNTY

*Robert A. Petrich*  
ALPHA MACHINE HOLDINGS CO.  
NASSAU COUNTY



Record & Return To:

P. Petrich  
139 Oakland Ave  
W. Hempstead N.Y. 11552



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

January 3, 2024


**TO:** DEPARTMENT OF PLANNING AND DEVELOPMENT  
**FROM:** JOHN C. TASSONE, CHIEF DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS  
**SUBJECT:** 12 SPRUCE AVENUE, BETHPAGE  
CLEAN-UP

---

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

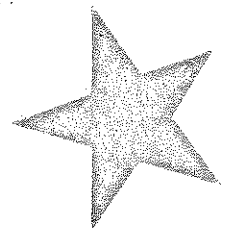
In accordance with the rectification of this violation it is asked that this division be reimbursed in the total amount of \$1,282.37.

If you have any questions pertaining to the above subject, please feel free to contact this office.

  
\_\_\_\_\_  
**JOHN C. TASSONE  
CHIEF DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS**

JCT/kjb

Enc. T & M sheet





# MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (46-491-30) SPRUCE AVE BETHPAGE 11714

Date Dec 28, 2023

Work Order # 111846

### Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
PAUL HARABEDIAN	General Maintenance	01:00	\$27.40	00:00	0	\$27.40
JOSEPH MASTA	General Maintenance	01:00	\$24.52	00:00	0	\$24.52
COSMO LAURINO	General Maintenance	01:00	\$24.52	00:00	0	\$24.52
BRIAN HIGGINS	General Maintenance	01:00	\$28.13	00:00	0	\$28.13
ANDREW F LOMBARDO	General Maintenance	01:00	\$23.80	00:00	0	\$23.80
Total Labor						\$128.37

### Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU488	2022 FORD F250 PICK UP YELLOW	\$79.00	01:00	\$79.00
SW192	2019 STREET SWEEPER	\$115.00	01:00	\$115.00
TD637	TRUCK DUMP 2008 INTER 7300 YW (T-232)- 6 Wheeler	\$131.00	01:00	\$131.00
TD753	PICK UP 2019 FORD F450 YW	\$79.00	01:00	\$79.00
Total Equipment				\$404.00


### Materials

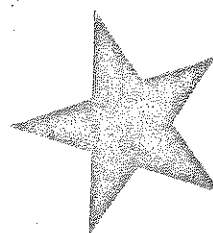
Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Total Materials			\$750.00

**Grand Total \$1282.37**

### Description of Work:

CLEAN UP 12 SPRUCE AVENUE BP

Signature:   
 Name: PETER BROWN  
 Title: DIRECTOR OF HIGHWAY OPERATIONS  
 Date: Jan 2, 2024



WHEREAS, pursuant to Sections 96-15 and 96-20 of the Code of the Town of Oyster Bay, the Department of Planning and Development, by its emergency powers, authorized the Highway Department to secure the dwelling located at, 26 Roseanne Drive, Woodbury, New York 11797, also known as Section 15, Block 175, Lot 66 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, by memorandum dated March 6, 2024, pursuant to Section 96-19 of the Code of the Town of Oyster Bay, have requested that the cost of securing the premises on December 22, 2023, in the amount of \$858.57, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, as set forth in their memorandum dated March 6, 2024, 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 \$858.57 may be assessed by the Legislature of the County of Nassau against the parcel known as 26 Roseanne Drive, Woodbury, New York 11797, also known as Section 15, Block 175, Lot 66 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

*SPK*  
REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
*Ralph P. Healey*

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

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



252

Town of Oyster Bay  
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: March 6, 2024

SUBJECT: Property Cleanup Assessment  
26 Roseanne Drive, Woodbury, New York 11797  
Section 15, Block 175, Lot 66

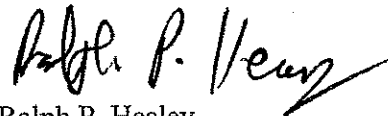
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By the emergency powers granted to the Department of Planning and Development, the Highway Department, secured the premises located at 26 Roseanne Drive, Woodbury, New York 11791, also known as Section 15, Block 175, Lot 66 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated January 3, 2024, advised that the property was secured by a crew from the Highway Department on December 22, 2023. The cost incurred by the Town of Oyster Bay was \$858.57.

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

Kindly place this matter on the Town Board Action Calendar.

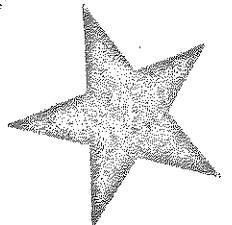
FRANK M. SCALERA  
TOWN ATTORNEY



Ralph P. Healey  
Deputy Town Attorney

RPH:aml  
Attachments

S:\Attys\aml\Cleanup MD&Reso\MD 26 Roseanne Dr Bdup 3.6.2024



2024-9408

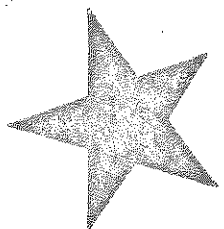
**Ken Bishop**

---

**From:** Margaret Lippolt  
**Sent:** Wednesday, December 20, 2023 1:56 PM  
**To:** Richard Lenz; John Tassone; Ken Bishop; Daniel Kornfeld; Peter Brown  
**Cc:** Timothy R. Zike; Scott Byrne; Michael Esposito; Kevin Conway  
**Subject:** 26 Rosanne Dr. Woodbury 15-175-66

Good Afternoon,  
As per the request of Michael Esposito, please re-secure the back door at the property of 26 Rosanne Drive, Woodbury.  
Thank you.

Thank you,  
Margie Lippolt for Michael Esposito  
Code Compliance Bureau  
Town of Oyster Bay  
74 Audrey Avenue  
Oyster Bay, New York 11771  
516-624-6190  
[mlippolt@oysterbay-ny.gov](mailto:mlippolt@oysterbay-ny.gov)



AL

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

**TO:** FRANK M. SCALERA, TOWN ATTORNEY  
**FROM:** TIMOTHY R. ZIKE, DEPUTY COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
**DATE:** January 09, 2024  
**SUBJECT:** 26 ROSEANNE DRIVE, WOODBURY, NEW YORK 11797  
SECTION 15, BLOCK 175, LOT(S) 66

The above referenced property was boarded-up by the Town of Oyster Bay, following the procedures of Chapter 96 (Dangerous and Abandoned Buildings), Section 20 (Emergencies) of the Code of the Town of Oyster Bay. According to Chapter 96, Section 19 (Reimbursements for work performed) of the Code of the Town of Oyster Bay, the Town can be reimbursed for the board-up costs by approving an assessment to the subject property's tax bill. Enclosed are copies of the supporting documentation and costs relating to the board-up of the subject property. The costs for the subject property's board-up are as follows:

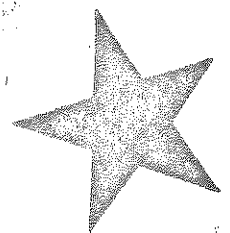
- 1) T.O.B. Highway Department Board-Up Costs: \$ 858.57

It is respectfully requested that your Office take the necessary steps in order to obtain an approval for an assessment of \$858.57 to be added to the subject property tax bill in order to be reimbursed for the Town's work to board-up the subject property.

Thank you for your attention to this matter. If you have any questions, kindly contact Suzanne Fitzgerald at extension 6255 in the Code Enforcement Bureau.

*Timothy R. Zike*  
TIMOTHY R. ZIKE  
Deputy Commissioner

ME:sf  
Encls.



THIS INDENTURE, made the 15th day of December, in the year 2000  
BETWEEN

[REDACTED], HIS WIFE  
RESIDING AT [REDACTED]

party of the first part, and

[REDACTED]  
RESIDING AT [REDACTED]

party of the second part,

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

TEN dollars,

lawful money of the United States, received by AMY AUSTEN  
SQUARE TICKETS  
by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or  
successors and assigns of the party of the second part forever.

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,  
lying and being in the TOWN OF OYSTER BAY, COUNTY OF NASSAU, STATE OF NEW  
YORK, COMMONLY KNOWN AS 26 ROSEANNE DRIVE, WOODBURY, N.Y., AND  
MORE FULLY DESCRIBED IN THE ATTACHED LEGAL DESCRIPTION ANNEXED  
HERETO AND MADE A PART HEREOF AS SCHEDULE "A".

BEING THE SAME PREMISES CONVEYED TO THE PARTY OF THE FIRST PART BY  
DEED DATED 09/12/97 RECORDED 10/08/97 in LIBER 10831 PAGE 720 MADE  
BY DOUGLAS PARK AND CATHERINE PARK, HIS WIFE.

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 consid-  
eration 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.

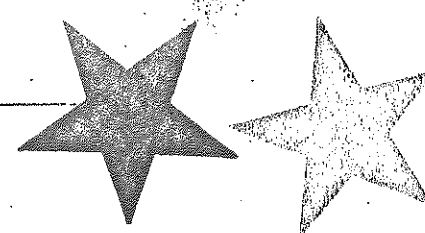
The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

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]  
WITNESS: ADAM M. SCHNEIDER  
[Signature]

[Signature]  
[REDACTED]  
[Signature]



PS  
175  
175

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

January 3, 2024


**TO:** DEPARTMENT OF PLANNING AND DEVELOPMENT  
**FROM:** JOHN C. TASSONE, CHIEF DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS  
**SUBJECT:** 26 ROSANNE DRIVE, WOODBURY  
BOARD-UP

---

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

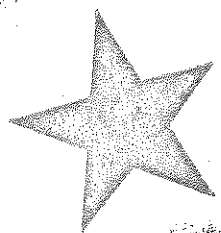
In accordance with the rectification of this violation it is asked that this division be reimbursed in the total amount of \$858.57.

If you have any questions pertaining to the above subject, please feel free to contact this office.

  
\_\_\_\_\_  
**JOHN C. TASSONE  
CHIEF DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS**

JCT/kjb

Enc. T & M sheet





# MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (15-175-66) 26 ROSANNE DR WOODBURY 11797

Date Dec 22, 2023

Work Order # 111745

### Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
ALBERT MAZLIAH	General Maintenance	01:00	\$29.57	00:00	0	\$29.57
Total Labor						\$29.57

### Tools/Vehicle

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


### Materials

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

**Grand Total \$858.57**

### Description of Work:

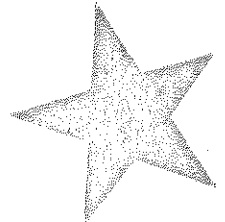
board up 26 Rosanne Drive Woodbury

Signature: 

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Jan 2, 2024



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 December 20, 2023, authorized the Highway Department to clean up the premises located at 65 McAlester Avenue, Hicksville, New York 11801, also known as Section 11, Block 350, Lot 10 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, by memorandum dated March 6, 2024, 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 January 3, 2024, in the total amount of \$1,321.17, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, as set forth in their memorandum dated March 6, 2024, 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 \$1,321.17 may be assessed by the Legislature of the County of Nassau against the parcel known as 65 McAlester Avenue, Hicksville, New York 11801, also known as Section 11, Block 350, Lot 10 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

70X  
REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
Ralph P. Healey

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

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

253

Town of Oyster Bay  
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: March 6, 2024

SUBJECT: Property Cleanup Assessment  
65 McAlester Avenue, Hicksville, New York 11801  
Section 11, Block 350, Lot 10


---

The Department of Planning and Development, by memorandum dated December 20, 2023, directed the Highway Department to clean the premises located at 65 McAlester Avenue, Hicksville, New York 11801, also known as Section 11, Block 350, Lot 10 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated January 5, 2024, advised that the property was cleaned by a crew from the Highway Department on January 3, 2024. The cost incurred by the Town of Oyster Bay was \$1,321.17.

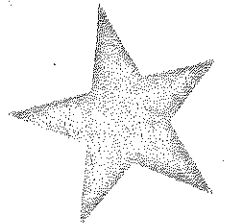
Pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, which allows the Town to be reimbursed for the cost of the work performed, the Highway Department has requested that the cost of said work be referred to the County of Nassau for placement on the Nassau County Tax Assessment Rolls.

Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA  
TOWN ATTORNEY

  
Ralph P. Healey  
Deputy Town Attorney

RPH:aml  
Attachments





2023-9410

**TOWN OF OYSTER BAY**

**Inter-Departmental Memo**

December 20, 2023

**To: RICHARD W. LENZ, PE: COMMISSIONER/DPW**  
**From: TIMOTHY R. ZIKE: DEPUTY COMMISSIONER**  
**DEPARTMENT OF PLANNING AND DEVELOPMENT**  
**Subject: 65 MCALESTER AVENUE, HICKSVILLE, NEW YORK 11801**  
**SBL: 11-350-10**

---

Notice of Violation number V 256-231212141850 was issued to the owner of the above-referenced premises on 12/12/2023 for property non-maintenance, in violation of Chapter 135, Section 52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

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

- **Cut vegetation in front, left side and rear yards.**
- **Trim bushes in front yard to clear access/egress to attached garage and in rear yard.**

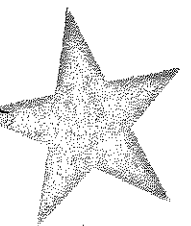
Pursuant to the provisions of Chapter 135, Section 54(C) of the Code, the Town is entitled to be reimbursed for the cost of the work performed by assessment against the owner. In addition, please notify this Department by e-mail, the date and time the cleanup is completed. Please proceed accordingly.

TIMOTHY R. ZIKE  
DEPUTY COMMISSIONER

  
MICHAEL ESPOSITO  
CODE ENFORCEMENT BUREAU

TRZ:ME:sf  
cc: Frank Scalera, Town Attorney

No Deed



AL

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

**TO:** FRANK M. SCALERA, TOWN ATTORNEY

---

**FROM:** TIMOTHY R. ZIKE, DEPUTY COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT

---

**DATE:** JANUARY 10, 2024

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**SUBJECT:** 65 MC ALESTER AVENUE, HICKSVILLE, NEW YORK  
SECTION 11, BLOCK 350, LOT(S) 10

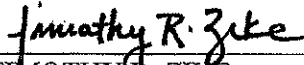
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The above referenced property was cleaned-up by the Town of Oyster Bay, following the procedures of Chapter 135 (Housing Standards), Article VI (Residential Property Maintenance) of the Code of the Town of Oyster Bay. According to Chapter 135, Section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

- 1) T.O.B. Highway Department Clean-Up Costs: \$ 1,321.17

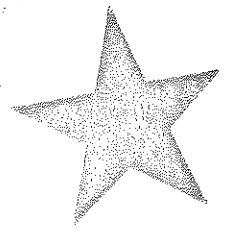
It is respectfully requested that your Office take the necessary steps in order to obtain an approval for an assessment of \$1,321.17 to be added to the subject property tax bill in order to be reimbursed for the Town's work to clean-up the subject property.

Thank you for your attention to this matter. If you have any questions, kindly contact Code Enforcement, Suzanne Fitzgerald, at extension 6255.

  
TIMOTHY R. ZIKE  
Deputy Commissioner

TOWN OF OYSTER BAY  
DEPARTMENT OF PLANNING AND DEVELOPMENT

ME:sf  
Encls.



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

January 5, 2024


**TO:** DEPARTMENT OF PLANNING AND DEVELOPMENT  
**FROM:** JOHN C. TASSONE, CHIEF DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS  
**SUBJECT:** 65 MC ALESTER AVENUE, HICKSVILLE  
CLEAN-UP

---

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

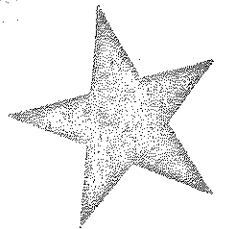
In accordance with the rectification of this violation it is asked that this division be reimbursed in the total amount of \$1,321.17.

If you have any questions pertaining to the above subject, please feel free to contact this office.

  
\_\_\_\_\_  
**JOHN C. TASSONE  
CHIEF DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS**

JCT/kjb

Enc. T & M sheet





# MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (11-350-10) 65 MC ALESTER AVE HICKSVILLE 11801

Date Jan 3, 2024

Work Order # 111847

## Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
JUAN ALFARO	General Maintenance	01:00	\$29.57	00:00	0	\$29.57
BRYAN HIGGINS	General Maintenance	01:00	\$43.03	00:00	0	\$43.03
OSCAR GUEVARA	General Maintenance	01:00	\$28.13	00:00	0	\$28.13
PAUL HARABEDIAN	General Maintenance	01:00	\$27.40	00:00	0	\$27.40
COSMO LAURINO	General Maintenance	01:00	\$24.52	00:00	0	\$24.52
CHARLES R MURPHY	General Maintenance	01:00	\$24.52	00:00	0	\$24.52
Total Labor						\$177.17

## Tools/Vehicle


Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU488	2022 FORD F250 PICK UP YELLOW	\$79.00	01:00	\$79.00
TD733	TRUCK DUMP 2016 INTL 7300 YW (T181) 6 WHEELER	\$131.00	01:00	\$131.00
TD739	2019 FORD F450 WY POWER WAGON	\$105.00	01:00	\$105.00
TD753	PICK UP 2019 FORD F450 YW	\$79.00	01:00	\$79.00
Total Equipment				\$394.00

## Materials

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

**Grand Total \$1321.17**

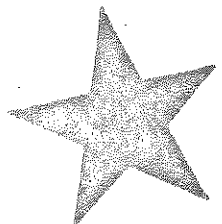
Description of Work:  
CLEAN UP 65 MCALESTER AVENUE HV

Signature: 

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Jan 5, 2024



Meeting of April 9, 2024

Resolution No. 254-2024

WHEREAS, pursuant to Section 182-22(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated December 14, 2023, authorized the Highway Department to clean up the premises located at the corner of 300 Broadway, Hicksville, New York 11801, also known as Section 46, Block 170, Lot 34 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, by memorandum dated March 6, 2024, pursuant to Section 182-22(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on December 20, 2023, in the total amount of \$1,581.69, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, as set forth in their memorandum dated March 6, 2024, 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 \$1,581.69 may be assessed by the Legislature of the County of Nassau against the parcel known as 300 Broadway, Hicksville, New York 11801, also known as Section 46, Block 170, Lot 34 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

-#-

REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
*Ralph P. Healey*

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

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

Town of Oyster Bay  
Inter-Departmental Memo

TO: MEMORANDUM DOCKET  
FROM: Office of the Town Attorney  
DATE: March 6, 2024  
SUBJECT: Property Cleanup Assessment  
300 Broadway, Hicksville, New York 11801  
Section 46, Block 170, Lot 34

---

The Department of Planning and Development by memorandum dated December 14, 2023, directed the Highway Department to clean the premises located at 300 Broadway, Hicksville, New York 11801, also known as Section 46, Block 170, Lot 34 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated January 3, 2024, advised that the property was cleaned by a crew from the Highway Department on December 20, 2023. The cost incurred by the Town of Oyster Bay was \$1,581.69.

Pursuant to Section 182-22(C) of the Code of the Town of Oyster Bay, which allows the Town to be reimbursed for the cost of the work performed, the Highway Department has requested that the cost of said work be referred to the County of Nassau for placement on the Nassau County Tax Assessment Rolls.

Kindly place this matter on the Town Board Action Calendar.

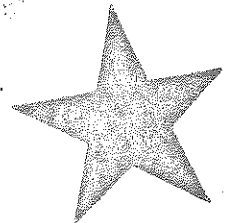
FRANK M. SCALERA  
TOWN ATTORNEY



Ralph P. Healey  
Deputy Town Attorney

RPH:aml  
Attachment

S:\Cleanup MD & Reso\MD 300 Broadway, Comm 3.6.2024.doc



2024-9409

Commercial

**TOWN OF OYSTER BAY**

**Inter-Departmental Memo**

**December 14, 2023**

**To: RICHARD W. LENZ, PE: COMMISSIONER/DPW**  
**From: TIMOTHY R. ZIKE: DEPUTY COMMISSIONER**  
**DEPARTMENT OF PLANNING AND DEVELOPMENT**  
**Subject: 300 BROADWAY, HICKSVILLE, NEW YORK**  
**SBL: 46-170-34**

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Notice of Violation number V340-23127142448 was issued to the owner of the above-referenced premises on 12/07/2023 for property non-maintenance, in violation of Chapter 182, Section 20 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

In accordance with the provisions of Chapter 182, Section 20, I am directing that:

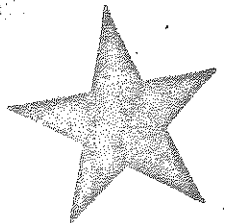
- Removal of car tires and other trash present in the back area of subject property.

Pursuant to the provisions of Chapter 182, Section 22(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 this Department by e-mail, the date and time the cleanup is completed. Please proceed accordingly.

TIMOTHY R. ZIKE  
Deputy Commissioner

  
MICHAEL ESPOSITO  
CODE ENFORCEMENT BUREAU

HBM:ME:sf  
cc: Frank Scalera, Town Attorney





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

COMMISSIONER

ANGELO A. DELLIGATTI, ESQ.  
SPECIAL COUNSEL

TIMOTHY R. ZIKE  
DEPUTY COMMISSIONER

SCOTT L. BYRNE  
DEPUTY COMMISSIONER

December 14, 2023

STS of New York, Inc.  
300 Broadway  
Hicksville, N.Y. 11801

RE: 300 BROADWAY, HICKSVILLE, NEW YORK 11801  
SECTION 46, BLOCK 170, LOT 34  
FAILURE TO MAINTAIN COMMERCIAL PROPERTY

STS of New York, Inc.:

Pursuant to Chapter 182 (Property Maintenance, Industrial and Commercial), Section 21 (Notice of Violation) of the Code of the Town of Oyster Bay, please be advised that this Department has conducted an inspection of the above referenced property and issued a Notice of Violation, Number V340-23127142448, dated 12/07/2023, which gave you five (5) days to clean-up the subject property. As of the date of this letter, you have not complied with the above-mentioned Directive.

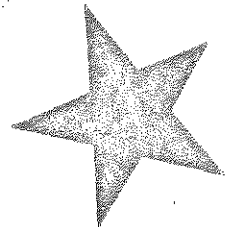
According to Chapter 182 (Property Maintenance, Industrial and Commercial), Section 22 (Compliance with Notice; Assessment of Costs) of the Code of the Town of Oyster Bay, as the Commissioner of the Department of Planning and Development, I am empowered to direct the Town to clean-up the subject property, which includes the removal of car tires and other trash present in the back area of property. Additionally, Chapter 182, Section 22 of the Code of the Town of Oyster Bay, allows the Town to be reimbursed for the cost of the work to maintain the subject property by approving an assessment to the subject property's tax bill. Pursuant to the above-mentioned Code provisions, I, as Commissioner, am directing the Town to clean-up the subject property.

Interference with this order is considered a VIOLATION of Chapter 182 (Property Maintenance, Industrial and Commercial), Section 32.1 (Violation of Directives) of the Code of the Town of Oyster Bay and may be subject to further Code Enforcement action and/or penal actions taken by other law enforcement agencies. If you have any questions regarding this matter, kindly contact this Department's Code Enforcement Bureau at (516) 624-6237.

Very truly yours,

TIMOTHY R. ZIKE  
Deputy Commissioner

ME:sf  
cc: Office of the Town Attorney  
Enclosure





AL

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

**TO:** FRANK M. SCALERA, TOWN ATTORNEY  
**FROM:** TIMOTHY R. ZIKE, DEPUTY COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT

**DATE:** JANUARY 9, 2024

**SUBJECT:** 300 BROADWAY, HICKSVILLE, NEW YORK 11801  
SECTION 46, BLOCK 170, LOT(S) 34

The above referenced property was cleaned-up by the Town of Oyster Bay, following the procedures of Chapter 182 (Property Maintenance, Industrial and Commercial) Article II of the Code of the Town of Oyster Bay. According to Chapter 182, Section 22 (Compliance with Notice; Assessment of Costs) of the Code of the Town of Oyster Bay, the Town can be reimbursed for the clean-up costs by approving an assessment to the subject property's tax bill. Enclosed are copies of the supporting documentation and costs relating to the clean-up of the subject property. The costs for the subject property's clean-up are as follows:

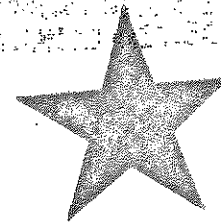
- 1) T.O.B. Highway Department Clean-Up Costs: \$ 1,581.69

It is respectfully requested that your Office take the necessary steps in order to obtain an approval for an assessment of \$ 1,581.69 to be added to the subject property tax bill in order to be reimbursed for the Town's work to clean-up the subject property.

Thank you for your attention to this matter. If you have any questions, kindly contact Suzanne Fitzgerald at extension 6255 in the Code Enforcement Bureau.

*Timothy R. Zike*  
TIMOTHY R. ZIKE  
Deputy Commissioner

ME:sf  
Encls.



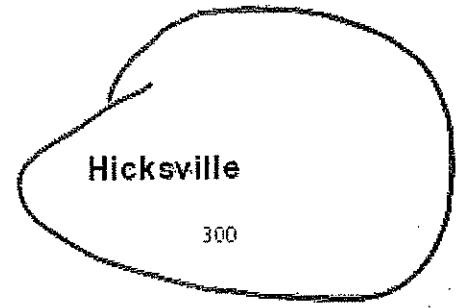
215 STR - TOB owned

290

GRAND AVE - TOB owned

40

42

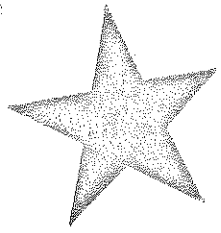


Hicksville

300

Area: 17  
Map: 4

320



206 1000

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT-THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the 5<sup>th</sup> day of January, Nineteen hundred and ninety nine

BETWEEN [REDACTED], husband and wife, both residing at [REDACTED], parties of the first part, and

46  
170  
3A

STS OF NEW YORK, INC., having an office at 400 West Main Street, P.O. Box 2001, Bound Brook, NJ 08805-1031; party of the second part,

WITNESSETH, that the party of the first part, in consideration of TEN DOLLARS AND OTHER GOOD AND 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 Hicksville, in the Town of Oyster Bay, County of Nassau and State of New York, known and part of Lot 5 to 8 inclusive, and all of Lots 26 to 29 inclusive in Block 2 on a certain map entitled "Map of Broadway Park Lots situate at Hicksville, L.I., property of William Wolf, surveyed and drawn by D.S. Whitney of Woodbury, L.I., on May 10, 1907, and filed in the Office of the Clerk of the County of Nassau on August 19, 1907, as Map No. 79, New No. 967, which said lots when taken together are more particularly bounded and described as follows:

BEGINNING at a point on the southwesterly side of South Broadway at the extreme Easterly end of a diagonal line which connects the southeasterly side of Park Avenue with the southwesterly side of South Broadway;

RUNNING THENCE south 35 degrees 58 minutes 24 seconds east along the southwesterly side of South Broadway 80.05 feet to the northerly side of Lot 9 on the aforesaid map;

THENCE south 55 degrees west, 179.79 feet to the southeasterly side of Grand Avenue;

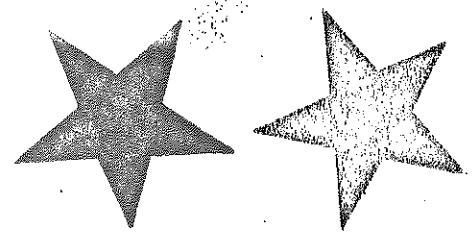
THENCE north 37 degrees west along the northeasterly side of Grand Avenue, 100 feet to the corner formed by the intersection of the northeasterly side of Grand Avenue and the southeasterly side of Park Avenue;

THENCE north 55 degrees east along the southeasterly side of Park Avenue, 160.72 feet to the extreme westerly side of the diagonal line first above mentioned;

THENCE south 81 degrees 48 minutes 33 seconds east along said line, 29.08 feet to the point or place of BEGINNING.

Premises being more commonly known as 290 South Broadway, Hicksville, New York.

BEING AND INTENDED to be the same premises as conveyed to the parties of the first part in deed dated August 31, 1987, recorded December 9, 1987 in Liber 9867 at page 156, in the Office of the Nassau County Clerk.



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.

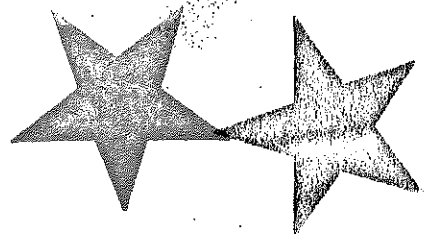
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of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

*Franklin J. Cama*

*[Redacted Signature]*  
[Redacted Name]



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

January 3, 2024

**TO:** DEPARTMENT OF PLANNING AND DEVELOPMENT

**FROM:** JOHN C. TASSONE, CHIEF DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

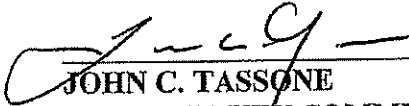
**SUBJECT:** 300 BROADWAY, HICKSVILLE  
CLEAN-UP

---

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

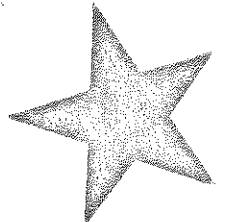
In accordance with the rectification of this violation it is asked that this division be reimbursed in the total amount of \$1,581.69.

If you have any questions pertaining to the above subject, please feel free to contact this office.

  
\_\_\_\_\_  
**JOHN C. TASSONE  
CHIEF DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS**

JCT/kjb

Enc. T & M sheet





# MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (46-170-34) 300 BROADWAY HICKSVILLE 11801

Date Dec 20, 2023

Work Order # 111683

## Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
MICHAEL RICCARDO	General Maintenance	02:00	\$51.92	00:00	0	\$103.84
JOSEPH SANTANGELO	General Maintenance	02:00	\$46.63	00:00	0	\$93.26
JASON WAHL	General Maintenance	02:00	\$39.18	00:00	0	\$78.36
Total Labor						\$275.46

## Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU437	PICK UP 2012 FORD F250 TAN (8 / 008)	\$79.00	02:00	\$158.00
PU458	2020 FORD F350 PICK UP YW	\$79.00	02:00	\$158.00
TD702	TRUCK DUMP 2011 FORD F350 YELLO (T-165) - Power Wagons	\$105.00	02:00	\$210.00
Total Equipment				\$526.00

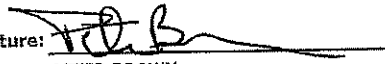
## Materials

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

**Grand Total \$1581.69**

## Description of Work:

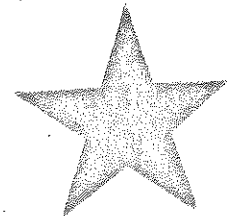
CLEAN UP 300 BROADWAY HICKSVILLE

Signature: 

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Jan 2, 2024



Meeting of April 9, 2024

Resolution No. 255-2024

REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
*Ralph P. Healey*

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 6, 2023, authorized the Highway Department to clean up the premises located at Newbridge Road, Hicksville, New York 11801, also known as Section 45, Block 70, Lot 49 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, by memorandum dated March 13, 2024, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on October 12, 2023, in the total amount of \$1,269.02, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, as set forth in their memorandum dated March 13, 2024, 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 \$1,269.02 may be assessed by the Legislature of the County of Nassau against the parcel known as Newbridge Road, Hicksville, New York 11801, also known as Section 45, Block 70, 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	Ayc
Councilwoman Johnson	Ayc
Councilman Imbroto	Ayc
Councilman Hand	Ayc
Councilman Labriola	Absent
Councilwoman Maier	Ayc
Councilwoman Walsh	Ayc

255

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

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: March 13, 2024

SUBJECT: Property Cleanup Assessment  
Newbridge Road, Hicksville, New York 11801  
Section 45, Block 70, Lot 49

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The Department of Planning and Development, by memorandum dated October 6, 2023, directed the Highway Department to clean the premises located at Newbridge Road, Hicksville, New York 11801, also known as Section 45, Block 70, Lot 49 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated October 17, 2023, advised that the property was cleaned by a crew from the Highway Department on October 12, 2023. The cost incurred by the Town of Oyster Bay was \$1,269.02.

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

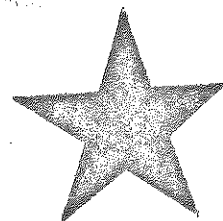
Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA  
TOWN ATTORNEY



Ralph P. Healey  
Deputy Town Attorney

RPH:aml  
Attachments





2024-9426

**TOWN OF OYSTER BAY**

**Inter-Departmental Memo**

October 06, 2023

**To:** RICHARD W. LENZ, PE: COMMISSIONER/DPW  
**From:** HAROLD B. MAYER, JR: COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
**Subject:** NEWBRIDGE ROAD, HICKSVILLE, NEW YORK 11801  
SBL: 45-70-49

Notice of Violation number V256-23928131000 was issued to the owner of the above-referenced premises on 09/28/2023 for property non-maintenance, in violation of Chapter 135, Section 52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

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

- **Lawn and vegetation to be cut on the subject property.**

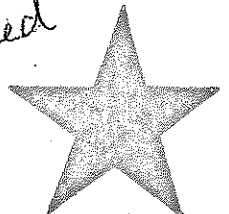
Pursuant to the provisions of Chapter 135, Section 54(C) of the Code, the Town is entitled to be reimbursed for the cost of the work performed by assessment against the owner. In addition, please notify this Department by e-mail, the date and time the cleanup is completed. Please proceed accordingly.

HAROLD B. MAYER, JR  
COMMISSIONER

  
MICHAEL ESPOSITO  
CODE ENFORCEMENT BUREAU

HBM:ME:sf  
cc: Frank Scalera, Town Attorney

No Deed





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

HAROLD B. MAYER, JR.  
COMMISSIONER

ANGELO A. DELLIGATTI, ESQ.  
SPECIAL COUNSEL

TIMOTHY R. ZIKE  
DEPUTY COMMISSIONER

SCOTT L. BYRNE  
DEPUTY COMMISSIONER

October 06, 2023

Eileen Schmidt  
90-20 221<sup>st</sup> Place  
Queens Village, New York 11429

RE: NEWBRIDGE ROAD, HICKSVILLE, NEW YORK 11801  
SECTION 45 BLOCK 70 LOT 49  
**FAILURE TO MAINTAIN RESIDENTIAL PROPERTY**

Eileen Schmidt,

Pursuant to Chapter 135 (Housing Standards), Section 53 (Notice of Violation) of the Code of the Town of Oyster Bay, please be advised that this Department has conducted an inspection of the above referenced property and issued Notice of Violation, Number V256-23928131000, dated 09/28/2023, which gave you five (5) days to clean-up the subject property. As of the date of this letter, you have failed to comply.

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

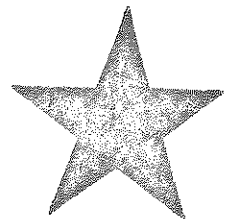
Interference with this order is considered a VIOLATION of Chapter 135 (Housing Standards), Section 55.1 (Violation of Directives) of the Code of the Town of Oyster Bay and may be subject to further Code Enforcement action and/or penal actions taken by other law enforcement agencies. If you have any questions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

Very truly yours,

*Timothy R. Zike*, Deputy Commissioner

HAROLD B. MAYER, JR.  
COMMISSIONER

ME:sf  
Enclosure



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

October 17, 2023

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

**FROM:** JOHN C. TASSONE, CHIEF DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

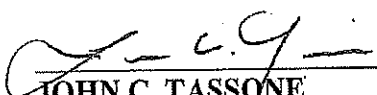
**SUBJECT:** NEWBRIDGE ROAD, HICKSVILLE  
CLEAN-UP

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

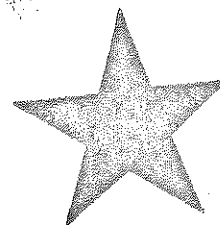
In accordance with the rectification of this violation it is asked that this division be reimbursed in the total amount of \$1,269.02.

If you have any questions pertaining to the above subject, please feel free to contact this office.

  
\_\_\_\_\_  
**JOHN C. TASSONE**  
**CHIEF DEPUTY COMMISSIONER**  
**DEPARTMENT OF PUBLIC WORKS**

JCT/kjb

Enc. T & M sheet





# MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (45-70-49) NEWBRIDGE RD HICKSVILLE 11801

Date Oct 12, 2023

Work Order # 109353

### Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
GARY LEWIS, II	General Maintenance	02:00	\$38.46	00:00	0	\$76.92
JAMES ROMANO	General Maintenance	02:00	\$31.73	00:00	0	\$63.46
SEAN MCLAUGHLIN	General Maintenance	02:00	\$29.57	00:00	0	\$59.14
Total Labor						\$199.52

### Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
SW192	2019 STREET SWEEPER	\$115.00	00:30	\$57.50
TD779	2023INT. 6 WHEEL DUMP TRUCK YELLOW	\$131.00	02:00	\$262.00
Total Equipment				\$319.50

### Materials

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

**Grand Total \$1269.02**

### Description of Work:

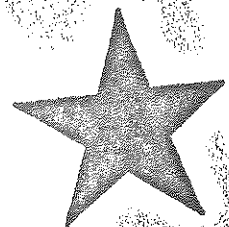
CLEAN UP NEWBRIDGE ROAD HV

Signature: 

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Oct 16, 2023



Meeting of April 9, 2024

Resolution No. 256-2024

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated March 8, 2024, and Michael Spinelli II, Associate AIA, M. Arch, Project Manager, Nassau Suffolk Engineering & Architecture, PLLC, by letter dated November 27, 2023, requested Town Board approval of an increase in quantities with a total net increase in the amount of \$8,342.00 in connection with Contract No. DPW 22-234 – Town Hall North Window Replacement, which is necessary due to the replacement of two (2) additional windows on the third floor of the south façade of the 54 Audrey Avenue “Town Hall North” building; and

WHEREAS, Commissioner Lenz, by said memorandum, advised that funds are available in Account No. DGS H 1997 20000 000 2210 001, Project ID 2210 TWNA 03, within the amount allocated for potential quantity increase;

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Town Board authorizes a total net increase in the amount of \$8,342.00 in connection with Contract No. DPW 22-234 – Town Hall North Window Replacement.

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Reviewed By  
Office of Town Attorney

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

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

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

March 8, 2024

TO : MEMORANDUM DOCKET

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


SUBJECT: QUANTITY INCREASE  
TOWN HALL NORTH WINDOW REPLACEMENT  
CONTRACT NO. DPW 22-234  
ACCOUNT NO. DGS H 1997 20000 000 2210 001  
PROJECT ID. 2210 TWNA 03

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Attached is a letter, with backup, from Nassau Suffolk Engineering & Architecture, PLLC., dated November 27, 2023 concerning increase in quantities with a total net increase in the amount of \$8,342.00. Said quantity adjustments are necessary due to the replacement of two additional windows on the third floor of the south facade of the 54 Audrey Avenue "Town Hall North" building as explained by the consultant in this correspondence.

Funds are available within the amount allocated for potential quantity increases.

It is hereby requested that the Town Board authorize, by resolution, the above-described request having a net result of an increase in the amount of \$8,342.00 relative to the construction of Contract No. DPW 22-234.

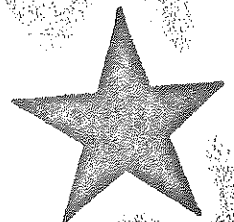
  
RICHARD W. LENZ, P.E.  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

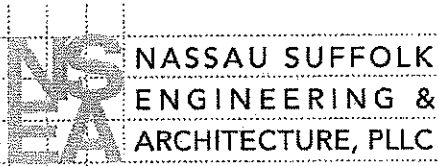
RWL/MR/DDM/ik

Attachments

cc: Steven Ballas, Comptroller  
Ralph Raymond, Commissioner of General Services

DPW 22-234 THN Windows Quantity Increase Arrow





NASSAU SUFFOLK  
ENGINEERING &  
ARCHITECTURE, PLLC

November 27, 2023

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

Re: Town Hall North Window Replacement  
54 Audrey Ave.  
Oyster Bay, New York  
Contract No. DP21-216 (PWC22-20)  
NSEA No. N-40:1902

Dear Commissioner Lenz:

Nassau Suffolk Engineering & Architecture, PLLC ("NSEA") is in receipt of Arrow Steel Window Corporation's ("Arrow") Change Order No. 1 ("CO #1"). NSEA has reviewed the scope of work and amounts requested and has negotiated these values with Arrow. Based on NSEA's review and negotiation, NSEA attached "Change Order No.1", in the amount of \$8,342.00 (Exhibit 1). A detailed review and explanation of CO#1 is presented below. Please note, per Town Board Resolution Number 906-2022, CO #1 would qualify as a "quantity increase," for which the cost would be included by the previously approved 5% fee contingency of \$33,700.00, and would not increase the overall approved project encumbrance of \$707,700.00.

CO #1 is a request for additional funds for the purchase and replacement of two (2) new windows on the third floor of the South Façade of the 54 Audrey Avenue "Town Hall North" building. CO #1 was provided to NSEA in response to a Town of Oyster Bay request to replace these windows during a walk-through of the site on February 17, 2023. The two (2) windows are called out within Arrow's CO #1.

Based on the scope of work provided for in Change Order No. 1 Arrow will not require an extension of time to the current contract duration.

Based on the foregoing, NSEA hereby recommends that the Town of Oyster Bay enter into Change Order No. 1, in the amount of \$8,342.00, on the subject contract under the "quantity increase" contingency.

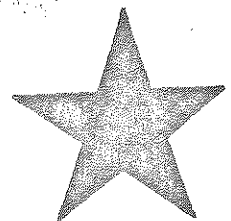
If you have any questions or comments, please feel free to contact us via email or phone.

Very truly yours,

**NASSAU SUFFOLK ENGINEERING & ARCHITECTURE, PLLC**

Michael Spinelli III, Associate AIA, M. Arch  
Project Manager

801 Motor Parkway, Suite 103, Hauppauge, New York 11788  
T: 631.574.4870 | F: 631.574.4871 | [www.nassausuffolkea.com](http://www.nassausuffolkea.com)



Enc. (Via Email)

cc:

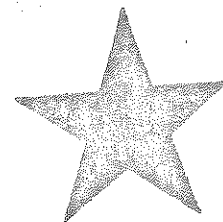
Matt Russo, PE, Deputy Commissioner, Department of Public Works, Division of Engineering

Daniel Midgette, Town of Oyster Bay, Division of Engineering

Michael W. Spinelli, JD, AIA, President, NSEA

Ryan Rosenberg, AIA, NCARB, Director of Architecture, NSEA

Massau Suffolk Engineering & Architecture, P.A.C.





Reviewed By  
Office of Town Attorney

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated November 18, 2022, advised that on November 2, 2022, the Division of Purchasing received bids for the award of a construction contract with respect to the replacement of windows at Town Hall North, and the Division of Engineering reviewed and evaluated all of the responses received, in compliance with the requirements of Guidelines 6 and 9 of the Town's Procurement Policy, and determined that Arrow Steel Window Corp., 133 East Carmans Road, Farmingdale, NY 11735, submitted the lowest responsive bid in the amount of \$674,000.00; and

WHEREAS, Commissioner Lenz, by said memorandum, reported that Ryan Rosenberg, AIA, Senior Architect, Nassau Suffolk Engineering & Architecture, PLLC, by letter dated November 15, 2022, recommended the award of Contract No. DPW 22-234 to Arrow Steel Window Corp., 133 East Carmans Road, Farmingdale, NY 11735, in the amount of \$674,000.00, with an additional \$33,700.00 applied to the low bid amount for potential quantity increases for a total bid encumbrance of \$707,700.00, in accordance with Town policy; and

WHEREAS, Commissioner Lenz, by said memorandum, further advised that the estimated construction time for completion of the subject contract is ninety (90) calendar days, and that funds are available in Account No. DGS H 1997 20000 000 2210 001 Project ID No. 2210 TWNA 03 in the amount of \$707,700.00; and

WHEREAS, Commissioner Lenz, by said memorandum, recommended and requested Contract No. DPW 22-234 for the replacement of windows at Town Hall North be awarded to Arrow Steel Window Corp., 133 East Carmans Road, Farmingdale, NY 11735, in the amount of \$707,700.00; and

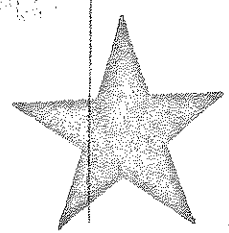
WHEREAS, Commissioner Lenz has advised the Board that the Office of the Inspector General has reviewed the contract and the disclosure questionnaire submitted by the proposed vendor in accordance with the Town Procurement Policy,

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation as hereinabove set forth are accepted and approved, and Contract No. DPW 22-234 for the replacement of windows at Town Hall North is awarded to Arrow Steel Window Corp., 133 East Carmans Road, Farmingdale, NY 11735, in the total amount of the bid of \$674,000.00, with an additional \$33,700.00 applied to the low bid amount for a total bid encumbrance of \$707,700.00.

#

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



WHEREAS, CATHERINE DANIELOWICH fee owner, has applied for a permit to erect, maintain, alter or improve a dock, pier, float, bulkhead or similar structure at 104 Fairwater Avenue, Massapequa, New York 11758, known and designated as Section 66, Block 79 Lot 7, on the Nassau County Land and Tax Map; and

WHEREAS, Scott L. Byrne, Deputy Commissioner, Department of Planning and Development, by memorandum dated March 1, 2024, stated that Chapter 241 of the Code of the Town of Oyster Bay entitled "Waterways" requires Town Board approval for structures projecting into the Town waterways, which the proposed structure does, and requested a calendar date of February 27, 2024, for Town Board action, in connection with the aforementioned application; and

WHEREAS, pursuant to Section 241-9(E)(3) of the Code of the Town of Oyster Bay, Deputy Commissioner Byrne, by said memorandum directed CATHERINE DANIELOWICH, Applicant, to provide an Affidavit of Mailing Notice; and

WHEREAS, more than 14 days have elapsed since said Affidavit of Mailing Notice was provided; and

WHEREAS, Julia K. Schneider, AICP, CPESC, Director of TEQR, Department of Environmental Resources, by memorandum dated January 11, 2024, advised that pursuant to the provisions of the Town of Oyster Bay Environmental Quality Review (TEQR) Law (Chapter 110 of the Oyster Bay Town Code), the Department of Environmental Resources has reviewed the dock building permit application referenced above, and has reviewed the relevant environmental factors affected by the uses proposed in the subject application; and has determined that said application is deemed to fall under the New York State Environmental Quality Review Act (SEQR), 6 NYCRR, Part 617, Section 617.5(c)(12), Type II Actions List, relative to "construction, expansion or placement of minor accessory/appurtenant residential structures, including garages, carports, patios, decks, swimming pools, tennis courts, satellite dishes, fences, barns, storage sheds or other buildings not changing land use or density;" and under Appendix B, Section B(2), of the TEQR Law, relative to "The installation of minor accessory facilities such as lawn sprinkler systems, swimming pool heaters and fire sprinkler systems, provided that such systems comply with all applicable codes and ordinances," and as such have been predetermined not to have a significant impact on the environment or are otherwise precluded from environmental review under the Environmental Conservation Law, Article 8,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board declares that the aforementioned dock application is a Type II Action pursuant to the New York State Environmental Quality Review Act, 6 NYCRR, Part 617, Section 617.5(c) (12) Type II Actions List; and be it further

RESOLVED, That the application of CATHERINE DANIELOWICH, to erect, maintain, alter or improve a dock, float, pier, bulkhead or similar structure, at 104 Fairwater Avenue, Massapequa, New York 11758, known and designated as Section 66, Block 79 Lot 7 on the Nassau County Land and Tax Map, is hereby APPROVED.

-#-

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

Supervisor Saladino	Ayc
Councilwoman Johnson	Ayc
Councilman Imbroto	Ayc
Councilman Iland	Ayc
Councilman Labriola	Absent
Councilwoman Maier	Ayc
Councilwoman Walsh	Ayc

Reviewed By  
Office of Town Attorney  
*[Signature]*

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

**TO: MEMORANDUM DOCKET**

**FROM: SCOTT L. BYRNE, DEPUTY COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT**

**DATE: MARCH 1, 2024**

**SUBJECT: WATERWAYS REVIEW  
CATHERINE DANIELOWICH  
104 FAIRWATER AVENUE  
MASSAPEQUA, NY 11758  
SECTION 66, BLOCK 79, LOT(S) 7  
DOCK BUILDING PERMIT APPLICATION # P2401-0028**

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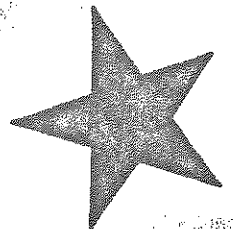
We have received a request from Catherine Danielowich to "Remove and replace 52lf existing bulkhead, including returns and parallel capping boardwalks. Construct 12lf of new bulkheading and fill to close exist, 25'x 12' slip. Maintenance dredging 10' seaward of the bulkhead to a depth of 4'. All work is to be done according to the attached plans stamped "NYSDEC Approved" Permit No. 1-2824-00699/00005 dated July 1, 2022. Chapter 241 of the Code of the Town of Oyster Bay entitled "Waterways" requires Town Board approval for structures projecting into the waterways.

Copies of the following documents are attached: Town of Oyster Bay Mooring, Dock, Pier, Float and Bulkhead Permit Application No. P2401-0028; New York State Department of Environmental Conservation (NYSDEC) Permit No. 1-2824-00699/00005 dated July 1, 2022, Department of the Army, New York District Corps of Engineers Permit No. NAN-2022-00355-EKO dated October 7, 2022 and a letter of General Concurrence with the Federal Consistency Assessment Form from the New York State Department of State dated April 11, 2022. Also attached is a memo from Julia Schneider, Director of TEQR Department of Environmental Resources dated January 11, 2024, classifying the project as a TYPE II ACTION under SEQRA. Please note that plans for the proposed work can be found attached to the DEC permit.

The relevant documents are attached for your review. Please note the proposed plans can be located in the NYSDEC Permit approval.

The proposed work at the subject premises would, in the Department's opinion, be compatible with the surrounding area.

Pursuant to Section §241-9(E)(3) of the Code of the Town of Oyster Bay, all persons, local governments, other agencies or corporations having any property or operating any facilities on the two properties on both sides of the premises for which the permit is sought (four properties in total), and any properties which have any frontage on a waterway and are directly opposite from the subject premises shall be notified at least 14

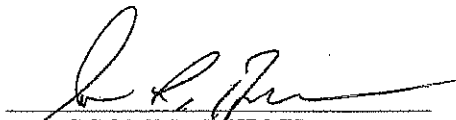


HONORABLE MEMBERS OF THE TOWN BOARD  
WATERWAYS REVIEW  
CATHERINE DANIELOWICH  
104 FAIRWATER AVENUE  
MASSAPEQUA, NY 11758  
SECTION 66, BLOCK 79, LOT(S) 7  
DOCK BUILDING PERMIT APPLICATION # P2401-0028

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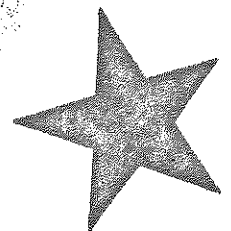
Page 2

days in advance, in writing, of the appearance of such matter for Town Board action. It is the responsibility of the applicant to issue said notices and the applicant shall bear the cost of same. Therefore, I respectfully request that this application be put on the agenda for the April 9, 2024 Town Board calendar to provide the applicant ample time to comply with this requirement.

  
SCOTT L. BYRNE  
DEPUTY COMMISSIONER

HBM/dh  
Encls.

cc: Legislative Affairs (2 copies w/ attachments)  
cc: Town Attorney's Office, Attn: Dennis Sheehan



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

January 11, 2024

**TO:** SCOTT BYRNE, DEPUTY COMMISSIONER,  
DEPARTMENT OF PLANNING AND DEVELOPMENT

**FROM:** JULIA K. SCHNEIDER, DIRECTOR OF TEQR,  
DEPARTMENT OF ENVIRONMENTAL RESOURCES

**SUBJECT:** CLASSIFICATION PURSUANT TO THE STATE ENVIRONMENTAL  
QUALITY REVIEW ACT (SEQR): TYPE II: DOCKS, PIERS & FLOATS PERMIT:  
REVIEW OF WATERWAY APPLICATION NUMBER P2401-0028  
CATHERINE DANIELOWICH

**LOCATION:** 104 FAIRWATER AVE, NY 11758  
SECTION 66, BLOCK 79, LOT(S) 7

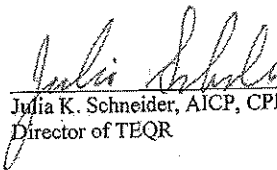
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Pursuant to the provisions of the New York State Environmental Quality Review Act (Article 8 of the Environmental Conservation Law, SEQR, as promulgated in the regulations contained in 6 NYCRR Part 617) and the Town of Oyster Bay Environmental Quality Review (TEQR) Law (Chapter 110 of the Oyster Bay Town Code), the Department of Environmental Resources has reviewed the above-captioned application.

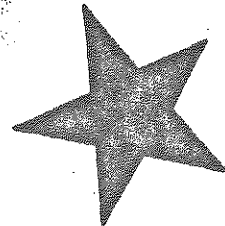
Based on our review, the Department has classified the subject proposed project as a **TYPE II ACTION**, under the SEQR Type II Actions List, at §617.5(c)(12), relative to "construction, expansion or placement of minor accessory/appurtenant residential structures, including garages, carports, patios, decks, swimming pools, tennis courts, satellite dishes, fences, barns, storage sheds or other buildings not changing land use or density;" and under Appendix B, §B(2), of the TEQR Law, relative to "The installation of minor accessory facilities such as lawn sprinkler systems, swimming pool heaters and fire sprinkler systems, provided that such systems comply with all applicable codes and ordinances."

Actions or classes of actions identified in the above-referenced sections of SEQR/TEQR have been pre-determined not to have a significant impact on the environment or are otherwise precluded from environmental review under the Environmental Conservation Law, Article 8.

Inasmuch as the proposed action is on SEQR's pre-determined Type II Actions list and the TEQR Law Type II Actions List, as described above, the Department of Environmental Resources has applied the law and finds that the subject application does not require any further review under SEQR/TEQR.

  
\_\_\_\_\_  
Julia K. Schneider, AICP, CPESC  
Director of TEQR

Filepath: DER Dept. Files/TEQR/TYPE II/Docks/104 Fairwater Ave, Massapequa\_1.11.24



TOWN OF OYSTER BAY  
**Inter-Departmental Memo**  
January 9, 2024

**To** : DEPARTMENT OF ENVIRONMENTAL RESOURCES  
ATTN: JULIA SCHNEIDER, DIRECTOR OF TEQR

**From** : DEPARTMENT OF PLANNING & DEVELOPMENT – PLANNING DIVISION

**Subject** : REVIEW OF WATERWAY APPLICATION NUMBER P2401-0028  
CATHERINE DANIELOWICH  
104 FAIRWATER AVE  
MASSAPEQUA, NY 11758  
SEC 66 BLK. 79 LOT 7  
ZONE: R1-10

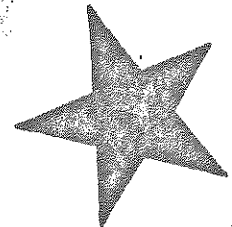
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Attached is a copy of waterway application number P2401-0028 along with one set of all paperwork, approvals and plans submitted with this application. Please review the paperwork, approvals and plans for compliance with the Environmental Ordinances of the Town of Oyster Bay. Kindly send all correspondence directly to the Planning Division. Thank you for your attention to this matter.

---

DAWN HAUNER  
PLANNING DIVISION

DH





TOWN OF OYSTER BAY  
DEPARTMENT OF PLANNING & DEVELOPMENT  
DIVISION OF BUILDING  
Town Hall  
Oyster Bay, New York 11771

P2401-0028

**APPLICATION FOR PERMIT TO BUILD OR INSTALL**

APPLICATION MUST BE TYPEWRITTEN OR PRINTED IN INK LEGIBLY.

Name	Street Address	Post Office	Zip	Phone #
PROPERTY OWNER:	MS. CATHERINE DANIELOWICH	104 FAIRWATER AVENUE	MASSAPEQUA, NY	11758
LESSEE:				
TENANT:				
APPLICANT:	MS. CATHERINE DANIELOWICH	104 FAIRWATER AVENUE	MASSAPEQUA, NY	11758
ARCHITECT:	MR. ADON AUSTIN, P.E.	1000 NEW YORK AVENUE, SUITE 8	HUNTINGTON STATION, NY	11746 (631) 760-9300
CONTRACTOR:	MR. MICHAEL MASONE	3937 MERRICK ROAD	SEAFORD, NY	11783 (516) 965-2033
PLUMBER:				
ELECTRICIAN:				

ADDRESS OF CONSTRUCTION: \_\_\_\_\_  
IF DIFFERENT FROM ABOVE NO. & STREET POST OFFICE ZIP CODE

LOCATION OF PROPERTY: N.E.S.W. SIDE OF HIGHWATER AVENUE 1520 FBET.  
N.E.S.W. OF SOUTH BAY DRIVE MASSAPEQUA  
OR (STREET) (POST OFFICE)  
N.E.S.W. OF \_\_\_\_\_ corner of \_\_\_\_\_ and \_\_\_\_\_ (STREET) (STREET) (POST OFFICE)

CHECK HERE IF REQUESTING A WAIVER OF THE RECENT SURVEY REQUIREMENT (SEE INSTRUCTIONS FOR FURTHER INFO).

**TYPE OF BUILDING**

**A. TYPE OF IMPROVEMENT**

**B. PROPOSED USE**

EXISTING	PROPOSED	X	EXISTING	PROPOSED	X
1. NEW BUILDING/STRUCTURE	_____	_____	1. ONE FAMILY	_____	_____
2. ADDITION/EXTENSION	_____	_____	2. TWO FAMILY	_____	_____
3. ALTERATION (i.e. Garage Conv.)	_____	_____	3. PARENT CHILD	_____	_____
4. DECK	_____	_____	4. GARAGE	_____	_____
5. AWNING/ROOF-OVER	_____	_____	5. BUSINESS	_____	_____
6. CELLAR ENTRANCE	_____	_____	6. INDUSTRIAL	_____	_____
7. REISSUE #	_____	_____	7. RESTAURANT	_____	_____
8. OTHER	_____	X	8. PUBLIC ASSEMBLY	_____	_____
			9. OTHER	_____	X

DESCRIBE THE WORK IN DETAIL: (Size and Dimension(s) of Structure(s) REPLACE 52 LF OF FUNCTIONING BULKHEAD WITH 12 LINEAR FEET OF NEW BULKHEAD CLOSING OFF THE EXISTING 25X12 SLIP. PROPOSED BULKHEAD SHALL BE 18-IN. HIGHER IN ELEVATION. PROJECT INCLUDES DREDGING 10 FT SEAWARD OF THE BULKHEAD.

CHECK HERE IF TREES ARE BEING REMOVED ON THE PROPERTY. IF SO, A TREE PERMIT MUST BE OBTAINED FROM THE DEPARTMENT OF PARKS. PLEASE CALL (516) 797-7956 FOR FURTHER INFORMATION.

**HAVE BOTH AFFIDAVITS NOTARIZED**

THE OWNER OF THE BUILDING & THE UNDERSIGNED AGREE TO CONFORM TO ALL APPLICABLE LAWS OF THE TOWN OF OYSTER BAY, COUNTY OF NASSAU & STATE OF NEW YORK

**APPLICANT**

**OWNER**

STATE OF NEW YORK  
COUNTY OF NASSAU  
SS: MS. CATHERINE DANIELOWICH being duly sworn, deposes and says: That he/she resides at 104 FAIRWATER AVENUE in the hamlet of MASSAPEQUA in the State of NEW YORK and that he/she is authorized by the Owner MS. CATHERINE DANIELOWICH who is the owner in fee of all that certain lot, piece or parcel of land shown on the attached survey, situated, lying and being within the unincorporated area of the Town of Oyster Bay, to make application for a permit to perform said work in the foregoing application and accompanying plans, and all the statements contained herein are true to deponent's own knowledge.  
Address: 104 FAIRWATER AVENUE, MASSAPEQUA, NY 11758  
Phone: (516) 984-7368

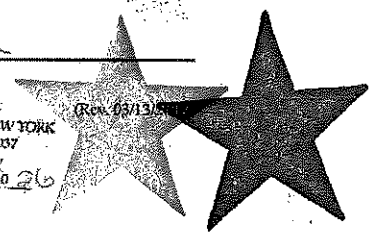
STATE OF NEW YORK  
COUNTY OF NASSAU  
SS: MS. CATHERINE DANIELOWICH being duly sworn, deposes and says: That he/she resides at 104 FAIRWATER AVENUE in the hamlet of MASSAPEQUA in the State of NEW YORK and that he/she is the owner in fee of all that certain lot, piece or parcel of land shown on the attached survey, situated, lying and being within the unincorporated area of the Town of Oyster Bay, that the work proposed to be done upon the said premises, will be done in accordance with the approved application and accompanying plans, and hereby authorizes MS. CATHERINE DANIELOWICH (applicant) to make application for a permit to perform said work in the foregoing application and accompanying plans, and all the statements herein contained are true to deponent's own knowledge.

(Sign here) Catherine Daniewowich  
Sworn to before me this 10<sup>th</sup> day of August 2023

(Sign here) Catherine Daniewowich (owner)  
Sworn to before me this 10<sup>th</sup> day of August 2023

Jennifer Masone  
NOTARY PUBLIC  
JENNIFER MASONE  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01MAG151037  
Qualified in Nassau County  
Commission Expires August 7, 2026

Jennifer Masone  
NOTARY PUBLIC  
JENNIFER MASONE  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01MAG151037  
Qualified in Nassau County  
Commission Expires August 7, 2026





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

**APPLICANT'S DISCLOSURE AFFIDAVIT**

PREMISES: 104 FAIRWATER AVENUE, MASSAPEQUA, NEW YORK 11758

STATE OF NEW YORK )  
 )  
 ) SS.  
 COUNTY OF NASSAU )

MS. CATHERINE DANIELOWICH, being duly sworn, deposes and says:

1. That I am 32 (age), and reside at (address) 104 FAIRWATER AVENUE, MASSAPEQUA, NY
2. That I am the (owner, lessee, etc.) OWNER of property which is the subject Matter of this application and am familiar with all the facts and circumstances hereinafter set forth.
3. That the following are the names, addresses and interests, respectively, of all partners (joint venturers, etc.) N/A
4. That there are no encumbrances or holders of any instruments creating and encumbrance upon the subject property - except: (if any, set forth details) N/A
5. That neither deponent nor any other person mentioned in this affidavit is an officer or Employee, or is related to an officer or employee of the Town of Oyster Bay - except: (if any, set forth details) N/A
6. That no officer of the State of New York, or officer or employee of the Town of Oyster Bay, or Nassau County, or person holding any position or office, whether by election, appointment or otherwise, in any party as defined by subdivision 4 of Section 2 of the Election Law, or his spouse, or their brothers, sisters, parents, children, grandchildren, or the spouse of any of them, is the applicant, or any officer, director or partner, member or employee of the applicant, or legally or beneficially owns or controls one (1) percent or more of the stock of the applicant, or is associated with the applicant in a joint venture, or is a party to an agreement with the applicant, expressed or implied, whereby he may receive any payment or other benefit, whether or not for services rendered, dependent or contingent upon the favorable approval of such application, petition or request - except (if any set forth details - see General Municipal Law Section 809) N/A
7. That in the event there is any change in the matters set forth herein prior to the issuance of a building permit or certificate of occupancy for the property affected hereby, deponent (s) will file with the Town of Oyster Bay a supplemental affidavit indicating the details of such change within 48 hours of such change.

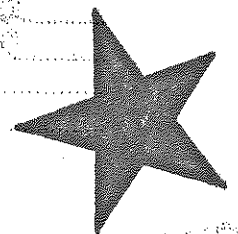
Catherine Danilowich  
 (signed)

Sworn to before me this

10<sup>th</sup> day of August, 2020

Jennifer Masone  
 NOTARY PUBLIC

JENNIFER MASONE  
 NOTARY PUBLIC, STATE OF NEW YORK  
 Registration No. 01MAG151037  
 Qualified in Nassau County  
 Commission Expires August 7, 2026







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

**APPLICANT'S DISCLOSURE AFFIDAVIT**

PREMISES: 104 FAIRWATER AVENUE, MASSAPEQUA, NEW YORK 11758

STATE OF NEW YORK )  
 )  
 COUNTY OF NASSAU ) SS.

MR. ADON AUSTIN, P.E. being duly sworn, deposes and says:

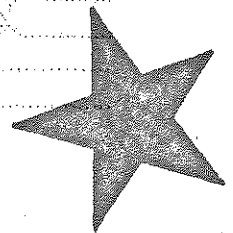
- That I am 32 (age), and reside at (address) 1000 NEW YORK AVENUE, SUITE B, HUNTINGTON STATION, NY
- That I am the (owner, lessee, etc.) ENGINEER ARCHITECT of property which is the subject Matter of this application and am familiar with all the facts and circumstances hereinafter set forth.
- That the following are the names, addresses and interests, respectively, of all partners (joint venturers, etc.) N/A
- That there are no encumbrances or holders of any instruments creating an encumbrance upon the subject property - except: (if any, set forth details) N/A
- That neither deponent nor any other person mentioned in this affidavit is an officer or Employee, or is related to an officer or employee of the Town of Oyster Bay - except: (if any, set forth details) N/A
- That no officer of the State of New York, or officer or employee of the Town of Oyster Bay, or Nassau County, or person holding any position or office, whether by election, appointment or otherwise, in any party as defined by subdivision 4 of Section 2 of the Election Law, or his spouse, or their brothers, sisters, parents, children, grandchildren, or the spouse of any of them, is the applicant, or any officer, director or partner, member or employee of the applicant, or legally or beneficially owns or controls one (1) percent or more of the stock of the applicant, or is associated with the applicant in a joint venture, or is a party to an agreement with the applicant, expressed or implied, whereby he may receive any payment or other benefit, whether or not for services rendered, dependent or contingent upon the favorable approval of such application, petition or request - except (if any set forth details - see General Municipal Law Section 809) N/A
- That in the event there is any change in the matters set forth herein prior to the issuance of a building permit or certificate of occupancy for the property affected hereby, deponent (s) will file with the Town of Oyster Bay a supplemental affidavit indicating the details of such change within 48 hours of such change.

[Signature]  
 (signed)

Sworn to before me this 4 day of August, 2023

Allison Michelle Goldsmith  
 NOTARY PUBLIC

ALLISON MICHELLE GOLDSMITH  
 NOTARY PUBLIC-STATE OF NEW YORK  
 No. 01G06251708  
 Qualified in Suffolk County  
 My Commission Expires 11-21-2028





**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

**APPLICANT'S DISCLOSURE AFFIDAVIT**

PREMISES: 104 FAIRWATER AVENUE, MASSAPEQUA, NEW YORK 11758

STATE OF NEW YORK )

SS.

COUNTY OF NASSAU )

LAUREN BYRNE (ASSISTANT) MASONIC MASONRY

MR. MICHAEL MASORE

being duly sworn, deposes and says:

1. That I am 35 (age), and reside at (address) 182A ESHORE DR MASSAPEQUA  
3997 MERRICK ROAD, SEAFORD, NY
2. That I am the (owner, lessee, etc.) CONTRACTOR of property which is the subject Matter of this application and am familiar with all the facts and circumstances hereinafter set forth.
3. That the following are the names, addresses and interests, respectively, of all partners (joint venturers, etc.) N/A
4. That there are no encumbrances or holders of any instruments creating and encumbrance upon the subject property - except: (if any, set forth details) N/A
5. That neither deponent nor any other person mentioned in this affidavit is an officer or Employee, or is related to an officer or employee of the Town of Oyster Bay - except: (if any, set forth details) N/A
6. That no officer of the State of New York, or officer or employee of the Town of Oyster Bay, or Nassau County, or person holding any position or office, whether by election, appointment or otherwise, in any party as defined by subdivision 4 of Section 2 of the Election Law, or his spouse, or their brothers, sisters, parents, children, grandchildren, or the spouse of any of them, is the applicant, or any officer, director or partner, member or employee of the applicant, or legally or beneficially owns or controls one (1) percent or more of the stock of the applicant, or is associated with the applicant in a joint venture, or is a party to an agreement with the applicant, expressed or implied, whereby he may receive any payment or other benefit, whether or not for services rendered, dependent or contingent upon the favorable approval of such application, petition or request - except (if any set forth details - see General Municipal Law Section 809) N/A
7. That in the event there is any change in the matters set forth herein prior to the issuance of a building permit or certificate of occupancy for the property affected hereby, deponent (s) will file with the Town of Oyster Bay a supplemental affidavit indicating the details of such change within 48 hours of such change.

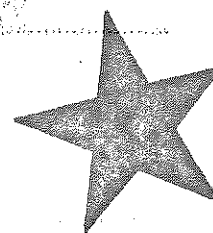
LB  
 (signed)

Sworn to before me this

10th day of August, 2023

Jennifer Masore  
 NOTARY PUBLIC

JENNIFER MASORE  
 NOTARY PUBLIC, STATE OF NEW YORK  
 Registration No. 01MAG151037  
 Qualified in Nassau County  
 Commission Expires August 7, 2026



**NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

Division of Environmental Permits, Region 1  
SUNY at Stony Brook, 50 Circle Road, Stony Brook, NY 11790  
P: (631) 444-0366 | F: (631) 444-0360  
www.des.ny.gov

07/01/2022

Catherine Danielowich  
104 Fairwater Ave  
Massapequa, NY 11758


Re: Permit # 1-2824-00699/00005  
104 Fairwater Ave  
Massapequa, NY 11758

Dear Permittee:

In conformance with the requirements of the State Uniform Procedures Act (Article 70, ECL) and its implementing regulations (6NYCRR, Part 621) we are enclosing your permit for the referenced activity. Please carefully read all permit conditions and special permit conditions contained in the permit to ensure compliance during the term of the permit. If you are unable to comply with any conditions please contact us at the above address.

Enclosed is a permit sign which is to be conspicuously posted at the project site and protected from the weather and a Notice of Commencement/Completion of Construction.

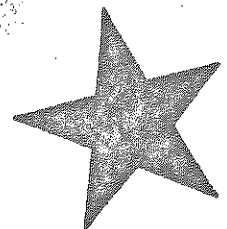
Sincerely,



Rianna Scanlon  
Environmental Analyst Trainee

Cc:

BMHP  
File  
Rising Tide Waterfront Solutions





**PERMIT**  
**Under the Environmental Conservation Law (ECL)**

**Permittee and Facility Information**

**Permit Issued To:**  
Catherine Danielowich  
104 Fairwater Ave  
Massapequa, NY 11758

**Facility:**  
Danielowich PROPERTY  
104 FAIRWATER AVE  
MASSAPEQUA, NY 11758

**Facility Location:** in OYSTER BAY in NASSAU COUNTY

**Facility Principal Reference Point:** NYTM-E: 632.034 NYTM-N: 4501.321  
Latitude: 40°39'07.9" Longitude: 73°26'17.8"

**Authorized Activity:** Close existing 25' x 12' boat slip and backfill with clean fill. After closing boatslip, remove and replace 52 linear feet of existing bulkheading in-place with returns, parallel capping boardwalk, seven in-water piles, up to 18 inches higher. Dredge an area up to 10 feet seaward of the bulkhead to a depth of 4 feet below mean low water. All authorized activities shall be done in strict conformance with the attached plans by Rising Tide Waterfront Solutions, last revised 04/01/2022, stamped "NYSDEC Approved" on 6/29/2022.

**Permit Authorizations**

**Tidal Wetlands - Under Article 25**

Permit ID 1-2824-00699/00005

New Permit

Effective Date: 7/1/2022

Expiration Date: 7/1/2027

**Water Quality Certification - Under Section 401 - Clean Water Act**

Permit ID 1-2824-00699/00006

New Permit

Effective Date: 7/1/2022

Expiration Date: 7/1/2027

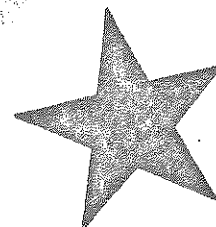
**Excavation & Fill in Navigable Waters - Under Article 15, Title 5**

Permit ID 1-2824-00699/00007

New Permit

Effective Date: 7/1/2022

Expiration Date: 7/1/2027



**NYSDEC Approval**

By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with the ECL, all applicable regulations, and all conditions included as part of this permit.

Permit Administrator: SUSAN ACKERMAN, Regional Permit Administrator  
Address: NYSDEC Region 1 Headquarters  
SUNY @ Stony Brook 50 Circle Rd  
Stony Brook, NY 11790 -3409

Authorized Signature: \_\_\_\_\_

Date: 7/1/2022

**Permit Components:**

NATURAL RESOURCE PERMIT CONDITIONS

WATER QUALITY CERTIFICATION SPECIFIC CONDITION

GENERAL CONDITIONS, APPLY TO ALL AUTHORIZED PERMITS

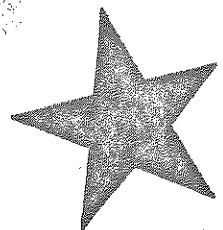
NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

**NATURAL RESOURCE PERMIT CONDITIONS - Apply to the Following Permits: TIDAL WETLANDS; WATER QUALITY CERTIFICATION; EXCAVATION & FILL IN NAVIGABLE WATERS**

1. **Regulated Activities Authorized By This Permit** This permit ONLY authorizes those regulated activities / structures identified under the section titled "SAP Authorized Activity". The Department does not issue after-the-fact or as-built permits. This permit does not authorize activities, or legitimize the existence of structures, which would have required a permit but for which no permit or other authorization has been granted by the Department

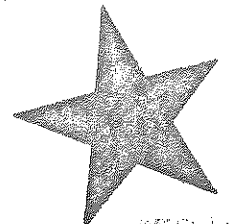
2. **Conformance With Plans** All activities authorized by this permit must be in strict conformance with the approved plans submitted by the applicant or applicant's agent as part of the permit application. Such approved plans were prepared by Rising Tide Waterfront Solutions, last revised 04/01/2022, stamped "NYSDEC Approved" on 6/29/2022.

3. **Notice of Commencement** At least 48 hours prior to commencement of the project, the permittee and contractor shall sign and return the top portion of the enclosed notification form certifying that they are fully aware of and understand all terms and conditions of this permit. Within 30 days of completion of project, the bottom portion of the form must also be signed and returned, along with photographs of the completed work.

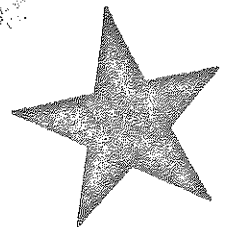




4. **Excavation for Bulkhead/Structure** Prior to any construction or removal of bulkheads and other shoreline stabilization structures all backfill shall be excavated landward of the structure and retained so as not to enter the waterway, tidal wetland or protected buffer area.
5. **Replacement Bulkhead Maximum Height** The top elevation of the replacement bulkhead shall be no more than 18 inches higher than the existing bulkhead.
6. **No Seaward Extension of Bulkhead** The new bulkhead shall be constructed in place of the existing bulkhead with no seaward extension of the outermost bulkhead face.
7. **New Bulkhead Landward of Existing Structure** If the replacement bulkhead is installed landward of the existing structure, the existing sheathing shall not be removed until the landward sheathing is securely in place. Once the new sheathing has been appropriately installed, the old sheathing shall be cut to grade or removed in its entirety.
8. **Jet-in Bulkhead** Bulkheads constructed directly adjacent to vegetated tidal wetlands shall be hand driven or jetted in with no disturbance to the tidal wetland. Trenching is strictly prohibited.
9. **Backfilling** The installation of the approved replacement bulkhead shall be completed prior to the placement of any fill material behind the structure.
10. **Clean Fill Only** All fill shall consist of clean sand, gravel, or soil (not asphalt, slag, flyash, broken concrete or demolition debris).
11. **No Runoff Over or Through Bulkhead or into Wetland** Upon completion of the bulkhead replacement authorized herein, there shall be no discharge of runoff or other effluent over or through the structure or into any tidal wetland or protected buffer area.
12. **Use of Treated Wood** The use of wood treated with creosote, pentachlorophenol or other wood treatment not specifically approved by the department for use in wetlands and/or marine waters, is strictly prohibited in the construction of structures that will be in contact with tidal waters.
13. **No Structures on Reconstructed Bulkhead or Pilings** No structures, other than structures specifically authorized by this permit, shall be constructed on the reconstructed bulkhead or pilings without further authorization from the department (new permit, modified permit).
14. **Parallel Capping Boardwalk** The width of the parallel capping boardwalk shall not exceed six (6) feet. No portion of the boardwalk shall extend seaward of the most seaward face of the bulkhead sheathing.
15. **Dredgings to Remain On-Site/Within Wetland** Dredge material approved to remain on-site and/or within the NYSDEC Tidal Wetlands jurisdiction shall be retained so as not to enter any water body, tidal wetlands, or protected buffer areas. Off-site, upland disposal of dredged material beyond NYSDEC Tidal Wetland jurisdiction requires the additional guidance of the Division of Materials Management (631) 444-0375 and is not covered by this permit.



16. **Restrict Spillage, Use Closed Bucket** During the dredging operation, the permittee and his contractor shall prevent spillage of sediment during excavation and haulage. Dredging shall be accomplished with a clam shell or other closed bucket equipment or hydraulic dredge equipment.
17. **No Side-casting of Dredged Material** Excavated sediment shall be placed directly into the approved work area landward of the replacement bulkhead. No side-casting (double dipping) of dredged material is authorized.
18. **Leave a Uniform Bottom Elevation** All dredging shall be conducted so as to leave a uniform bottom elevation free of mounds or holes.
19. **Dragline Prohibited** The use of a dragline for dredging is strictly prohibited.
20. **Storage of Equipment, Materials** The storage of construction equipment and materials shall be confined to the upland area landward of the bulkhead or on a barge.
21. **No Disturbance to Vegetated Tidal Wetlands** There shall be no disturbance to vegetated tidal wetlands or protected buffer areas as a result of the permitted activities.
22. **No Construction Debris in Wetland or Adjacent Area** Any debris or excess material from construction of this project shall be completely removed from the adjacent area (upland) and removed to an approved upland area for disposal. No debris is permitted in wetlands and/or protected buffer areas.
23. **Seeding Disturbed Areas** All areas of soil disturbance resulting from the approved project shall be stabilized with appropriate vegetation (grasses, etc.) immediately following project completion or prior to permit expiration, whichever comes first. If the project site remains inactive for more than 48 hours or planting is impractical due to the season, then the area shall be stabilized with straw or hay mulch or jute matting until weather conditions favor germination.
24. **Temporary Mulch, Final Seeding** If seeding is impracticable due to the time of year, a temporary mulch shall be applied and final seeding shall be performed at the earliest opportunity when weather conditions favor germination and growth but not more than six months after project completion.
25. **No Interference With Navigation** There shall be no unreasonable interference with navigation by the work herein authorized.
26. **State Not Liable for Damage** The State of New York shall in no case be liable for any damage or injury to the structure or work herein authorized which may be caused by or result from future operations undertaken by the State for the conservation or improvement of navigation, or for other purposes, and no claim or right to compensation shall accrue from any such damage.





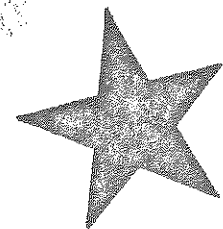
**27. State May Order Removal or Alteration of Work** If future operations by the State of New York require an alteration in the position of the structure or work herein authorized, or if, in the opinion of the Department of Environmental Conservation it shall cause unreasonable obstruction to the free navigation of said waters or flood flows or endanger the health, safety or welfare of the people of the State, or cause loss or destruction of the natural resources of the State, the owner may be ordered by the Department to remove or alter the structural work, obstructions, or hazards caused thereby without expense to the State, and if, upon the expiration or revocation of this permit, the structure, fill, excavation, or other modification of the watercourse hereby authorized shall not be completed, the owners, shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may require, remove all or any portion of the uncompleted structure or fill and restore to its former condition the navigable and flood capacity of the watercourse. No claim shall be made against the State of New York on account of any such removal or alteration.

**28. Precautions Against Contamination of Waters** All necessary precautions shall be taken to preclude contamination of any wetland or waterway by suspended solids, sediments, fuels, solvents, lubricants, epoxy coatings, paints, concrete, leachate or any other environmentally deleterious materials associated with the project.

**29. State May Require Site Restoration** If upon the expiration or revocation of this permit, the project hereby authorized has not been completed, the applicant shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may lawfully require, remove all or any portion of the uncompleted structure or fill and restore the site to its former condition. No claim shall be made against the State of New York on account of any such removal or alteration.

### WATER QUALITY CERTIFICATION SPECIFIC CONDITIONS

**1. Water Quality Certification** The authorized project, as conditioned pursuant to the Certificate, complies with Section 301, 302, 303, 306, and 307 of the Federal Water Pollution Control Act, as amended and as implemented by the limitations, standards, and criteria of state statutory and regulatory requirements set forth in 6 NYCRR Section 608.9(a). The authorized project, as conditioned, will also comply with applicable New York State water quality standards, including but not limited to effluent limitations, best usages and thermal discharge criteria, as applicable, as set forth in 6 NYCRR Parts 701, 702, 703, and 704.







**GENERAL CONDITIONS - Apply to ALL Authorized Permits:**

**1. Facility Inspection by The Department** The permitted site or facility, including relevant records, is subject to inspection at reasonable hours and intervals by an authorized representative of the Department of Environmental Conservation (the Department) to determine whether the permittee is complying with this permit and the ECL. Such representative may order the work suspended pursuant to ECL 71- 0301 and SAPA 401(3).

The permittee shall provide a person to accompany the Department's representative during an inspection to the permit area when requested by the Department.

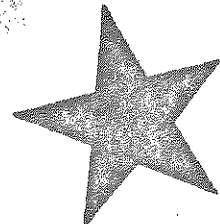
A copy of this permit, including all referenced maps, drawings and special conditions, must be available for inspection by the Department at all times at the project site or facility. Failure to produce a copy of the permit upon request by a Department representative is a violation of this permit.

**2. Relationship of this Permit to Other Department Orders and Determinations** Unless expressly provided for by the Department, issuance of this permit does not modify, supersede or rescind any order or determination previously issued by the Department or any of the terms, conditions or requirements contained in such order or determination.

**3. Applications For Permit Renewals, Modifications or Transfers** The permittee must submit a separate written application to the Department for permit renewal, modification or transfer of this permit. Such application must include any forms or supplemental information the Department requires. Any renewal, modification or transfer granted by the Department must be in writing. Submission of applications for permit renewal, modification or transfer are to be submitted to:

Regional Permit Administrator  
NYSDEC Region 1 Headquarters  
SUNY @ Stony Brook 50 Circle Rd.  
Stony Brook, NY 11790 -3409

**4. Submission of Renewal Application** The permittee must submit a renewal application at least 30 days before permit expiration for the following permit authorizations: Excavation & Fill in Navigable Waters, Tidal Wetlands, Water Quality Certification.





**5. Permit Modifications, Suspensions and Revocations by the Department** The Department reserves the right to exercise all available authority to modify, suspend or revoke this permit. The grounds for modification, suspension or revocation include:

- a. materially false or inaccurate statements in the permit application or supporting papers;
- b. failure by the permittee to comply with any terms or conditions of the permit;
- c. exceeding the scope of the project as described in the permit application;
- d. newly discovered material information or a material change in environmental conditions, relevant technology or applicable law or regulations since the issuance of the existing permit;
- e. noncompliance with previously issued permit conditions, orders of the commissioner, any provisions of the Environmental Conservation Law or regulations of the Department related to the permitted activity.

**6. Permit Transfer** Permits are transferrable unless specifically prohibited by statute, regulation or another permit condition. Applications for permit transfer should be submitted prior to actual transfer of ownership.

### NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

**Item A: Permittee Accepts Legal Responsibility and Agrees to Indemnification**

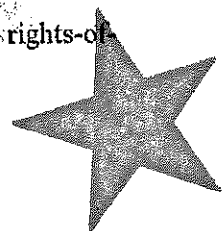
The permittee, excepting state or federal agencies, expressly agrees to indemnify and hold harmless the Department of Environmental Conservation of the State of New York, its representatives, employees, and agents ("DEC") for all claims, suits, actions, and damages, to the extent attributable to the permittee's acts or omissions in connection with the permittee's undertaking of activities in connection with, or operation and maintenance of, the facility or facilities authorized by the permit whether in compliance or not in compliance with the terms and conditions of the permit. This indemnification does not extend to any claims, suits, actions, or damages to the extent attributable to DEC's own negligent or intentional acts or omissions, or to any claims, suits, or actions naming the DEC and arising under Article 78 of the New York Civil Practice Laws and Rules or any citizen suit or civil rights provision under federal or state laws.

**Item B: Permittee's Contractors to Comply with Permit**

The permittee is responsible for informing its independent contractors, employees, agents and assigns of their responsibility to comply with this permit, including all special conditions while acting as the permittee's agent with respect to the permitted activities, and such persons shall be subject to the same sanctions for violations of the Environmental Conservation Law as those prescribed for the permittee.

**Item C: Permittee Responsible for Obtaining Other Required Permits**

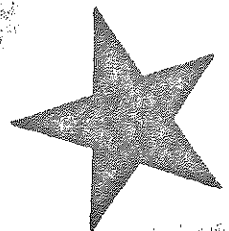
The permittee is responsible for obtaining any other permits, approvals, lands, easements and rights-of-way that may be required to carry out the activities that are authorized by this permit.





**Item D: No Right to Trespass or Interfere with Riparian Rights**

This permit does not convey to the permittee any right to trespass upon the lands or interfere with the riparian rights of others in order to perform the permitted work nor does it authorize the impairment of any rights, title, or interest in real or personal property held or vested in a person not a party to the permit.

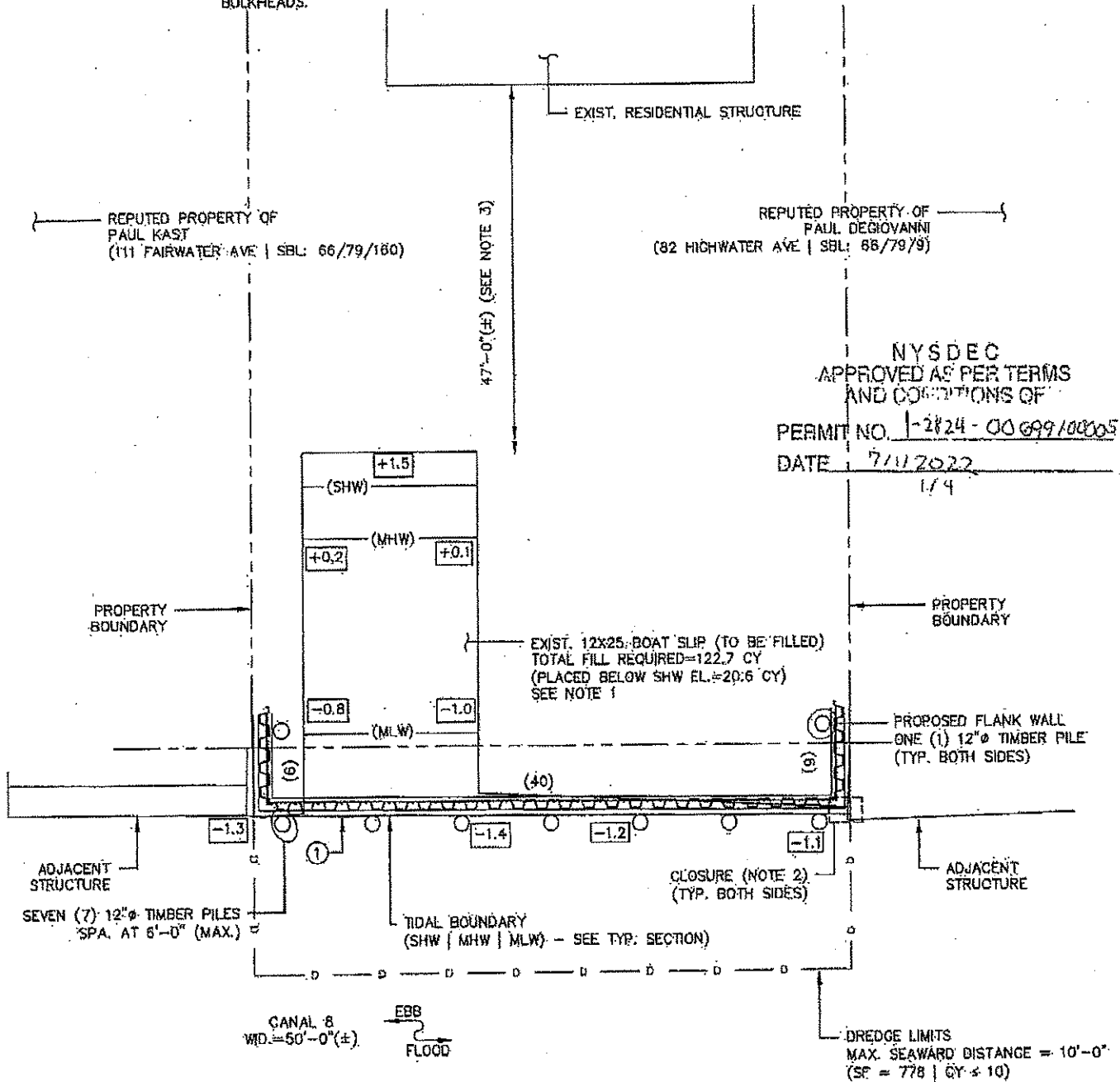




ITEM	STATE	ACTION	SIZE
1. BULKHEAD	EXISTING	REMOVE/RECONSTRUCT	52 LF

NOTE(S):

1. ALL FILL SHALL BE CLEAN FREE DRAINING FREE OF CONTAMINANTS AND REGULATED WASTES INCLUDING CONSTRUCTION DEBRIS THAT IS SOURCED FROM NYS DEC APPROVED SITE.
2. PROVIDE SEALED CLOSURE PREVENTING RETAINED FILL LOSS. SUBMIT CLOSURE DETAIL TO ENGINEER FOR APPROVAL PRIOR TO CONSTRUCTION.
3. DIMENSION TO CENTERLINE OF EXIST. BULKHEAD SCALED FROM SURVEY AND PROVIDED FOR REFERENCE ONLY. PROPOSED BULKHEAD SHALL EXTEND BETWEEN EXIST. INTERSECTIONS W/ NEIGHBORING BULKHEADS.



NYS DEC  
APPROVED AS PER TERMS  
AND CONDITIONS OF

PERMIT NO. 1-2824-00699100005  
DATE 7/11/2022

LEGEND:

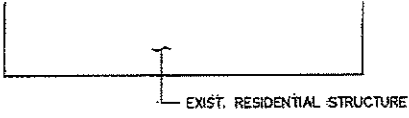
(XX)	BULKHEAD SEGMENT LENGTH IN FEET
(XX)	LANDS UNDERWATER ELEVATION (NAVD88)

FACILITY PLAN

SCALE: 1"=10'-0"

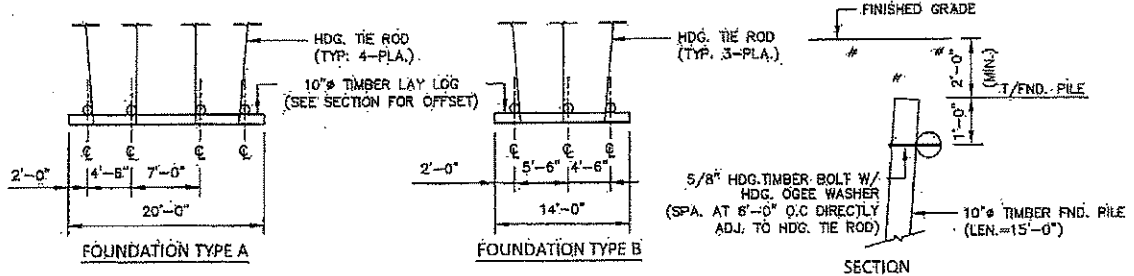
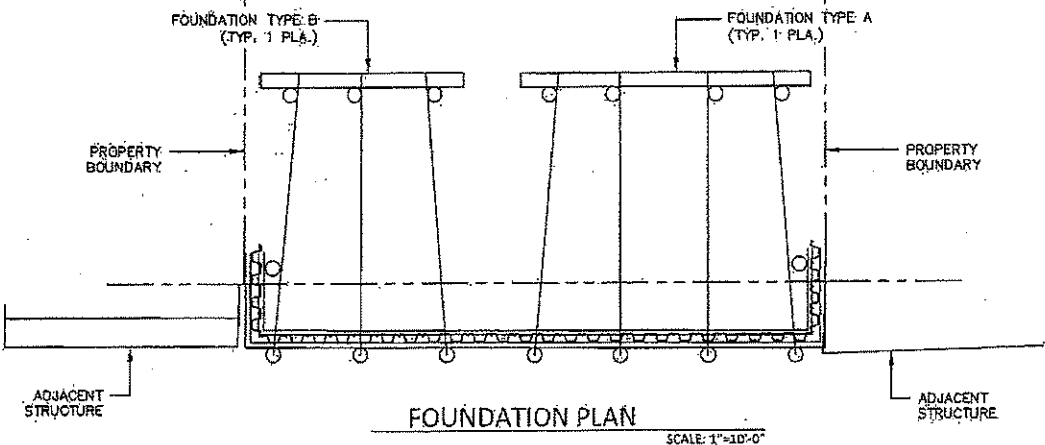


SHEET NO.  <b>G-1.4</b>	PROJECT NO. P-220321-00	PROJECT WATERFRONT DEVELOPMENT PREPARED FOR MS. CATHERINE DANIELOWICH LOCATED AT 104 FAIRWATER AVENUE MASSAPEQUA CANAL 8 SUFFLOK COUNTY	SCALE 1"=10'-0"	Rising Tide   Waterfront Solutions 80 KILLIANS ROAD, #280 MASSAPEQUA, NY 11758
	DRAWN BY DAC		DATE 04-01-2022	
	CHECKED BY AMA		REVISION NO. A	
			SHEET	FACILITY PLAN



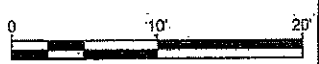
EXIST. RESIDENTIAL STRUCTURE

NYS DEC  
 APPROVED AS PER TERMS  
 AND CONDITIONS OF  
 PERMIT NO. 1-2324-00699/0005  
 DATE 7/1/2022  
 214

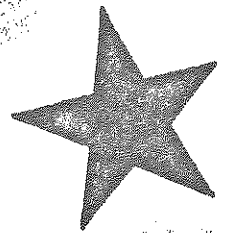


NOTE: ALL FOUNDATION PILES SHALL BE 10" (LEN.=15'-0")

TYP **DETAIL** FOUNDATION LAYOUT N.T.S.

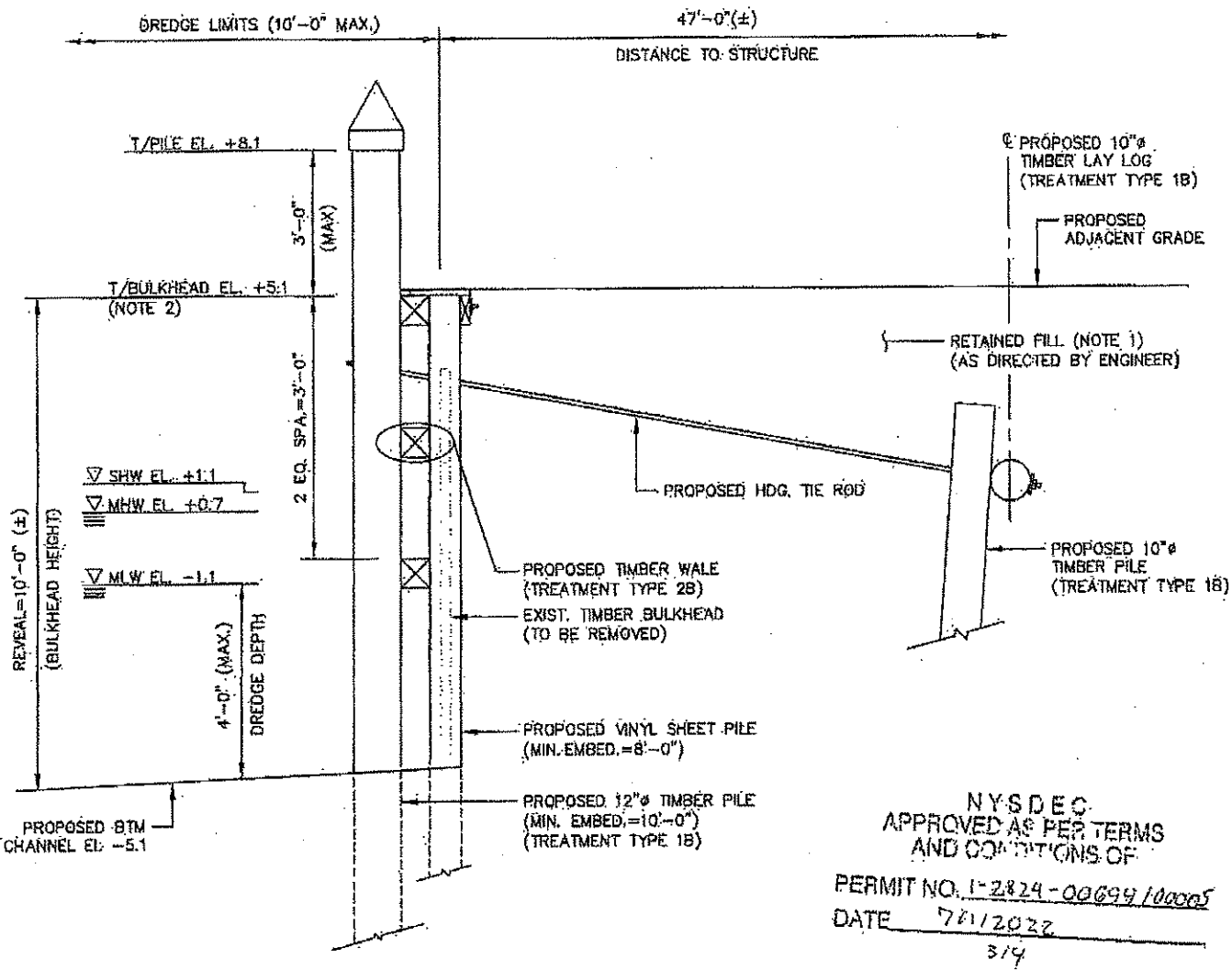


SHEET NO. <b>S-1.0</b>	PROJECT NO. P-220321.00	PROJECT <b>WATERFRONT DEVELOPMENT</b> PREPARED FOR MS. CATHERINE DANIELOWICH LOCATED AT 104 FAIRWATER AVENUE MASSAPEQUA CANAL & SUFFOLK COUNTY	SCALE AS NOTED	Rising Tide   Waterfront Solutions 80 KILLIAN ROAD, #280 MASSAPEQUA, NY 11758
	DRAWN BY DAC		DATE 04-01-2022	
	CHECKED BY AMA		REVISION NO. A	



**NOTE(S):**  
 1. FILL: ALL ADD'L FILL BROUGHT TO SITE SHALL BE CLEAN FREE DRAINING FREE OF CONTAMINANTS AND REGULATED WASTES INCLUDING CONSTRUCTION DEBRIS THAT IS SOURCED FROM NYS DEC APPROVED SITE.  
 2. BULKHEAD ELEVATION: T/PROPOSED BULKHEAD TO BE RAISED 18 INCHES HIGHER THAN EXISTING T/BULKHEAD ELEVATION.

TIMBER TREATMENT			
TREATMENT TYPE	ELEMENT	RETENTION	DESCRIPTION
1A	PILES	1.5	CCA TREATED PER LATEST AWPA STANDARDS, COMMODITY SPECIFICATION A.P. 3.0
1B		2.5	
2A	FRAMING	1.5	CCA TREATED PER LATEST AWPA STANDARDS, COMMODITY SPECIFICATION A.P. 3.0
2B		2.5	
3A		1.5	ACQ TREATED PER AWPA ACQ-D
3B		2.5	



NYS DEC  
 APPROVED AS PER TERMS  
 AND CONDITIONS OF  
 PERMIT NO. 1-2824-00694/00005  
 DATE 7/1/2022  
 319

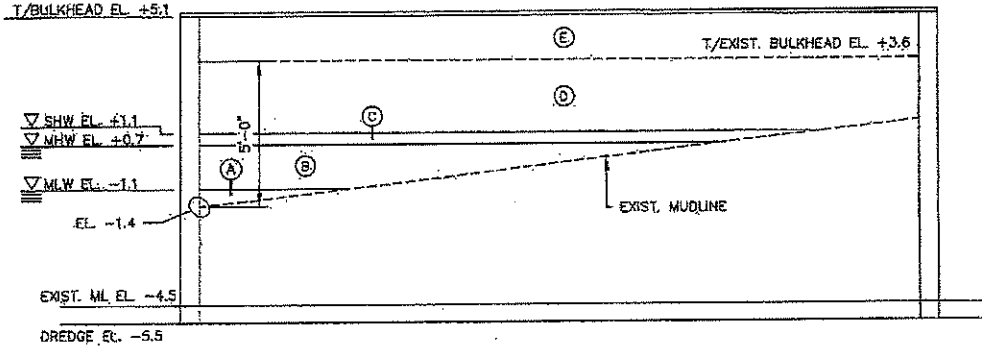
TYP SECTION SCALE: 1"=3'-6"

ALL ELEVATIONS IN NAVD 88

SHEET NO.  <b>S-1.1</b>	PROJECT NO. P-220321.00	PROJECT <b>WATERFRONT DEVELOPMENT</b> PREPARED FOR MS. CATHERINE DANIELOWICH LOCATED AT 304 FAIRWATER AVENUE MASSAPEQUA CANAL 8 SUFFOLK COUNTY	SCALE 1"=3'-6"	Rising Tide   Waterfront Solutions 80 KILLIANS ROAD, #280 MASSAPEQUA, NY 11758
	DRAWN BY DAC		DATE 04-01-2022	
	CHECKED BY AMA		REVISION NO. A	SHEET BULKHEAD SECTION

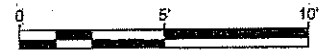
SCHEDULE 1: FILL PLACED W/ SLIP BELOW VERTICAL ELEVATION		
TAG	DATUM	FILL (CY)
A	MEAN LOW WATER	0.3
B	MEAN HIGH WATER	8.4
C	SPRING HIGH WATER	11.9
D	T/ EXIST. BULKHEAD	42.7
E	T/ PROPOSED BULKHEAD	59.4

TOTAL FILL = 122.7

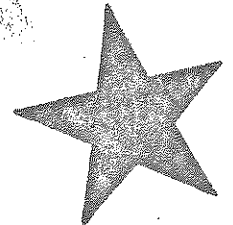


SECTION  
BOAT SLIP SCALE: 1"=5'-0"

NYS DEC  
APPROVED AS PER TERMS  
AND CONDITIONS OF  
PERMIT NO. 12324-00099/00005  
DATE 7/11/2022  
419



SHEET NO.  <b>S-2.0</b>	PROJECT NO. P-220321.00	PROJECT WATERFRONT DEVELOPMENT PREPARED FOR MS. CATHERINE DANIELOWICH LOCATED AT 104 FAIRWATER AVENUE MASSAPEQUA CANAL B SUFFLOX COUNTY	SCALE 1"=5'-0"	Rising Tide   Waterfront Solutions 80 KILLIANS ROAD, #280 MASSAPEQUA, NY 11758
	DRAWN BY DAC		DATE 04-01-2022	
	CHECKED BY AMA		REVISION NO. A.	SHEET BOAT SLIP SECTION



**NOTICE OF COMMENCEMENT OF CONSTRUCTION**

RETURN THIS FORM TO: COMPLIANCE  
Marine Habitat Protection - NYSDEC  
SUNY at Stony Brook  
50 Circle Road  
Stony Brook, NY 11790-3408

Or Fax to: 631-444-0272  
E-Mail: dec.sm.R1MHP-BEH@dec.ny.gov

PERMIT NUMBER: \_\_\_\_\_ EXPIRATION DATE: \_\_\_\_\_

PERMITTEE NAME & PROJECT ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR NAME & ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE: \_\_\_\_\_

Dear DEC:

Pursuant to the special conditions of the referenced permit, you are hereby notified that the authorized activity shall commence on \_\_\_\_\_ We certify that we have read the referenced permit and approved plans and fully understand the authorized project and all permit conditions. We have inspected the project site and can complete the project as described in the permit and as depicted on the approved plans. We can do so in full compliance with all plan notes and permit conditions. The permit, permit sign, and approved plans will be available at the site for inspection in accordance with General Condition No. 1. (Both signatures required)

PERMITTEE: \_\_\_\_\_ DATE \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_ DATE \_\_\_\_\_

**THIS NOTICE MUST BE SENT TO THE ABOVE ADDRESS AT LEAST TWO DAYS PRIOR TO COMMENCEMENT OF THE PROJECT AND/OR ANY ASSOCIATED ACTIVITIES. FAILURE TO RETURN THIS NOTICE, POST THE PERMIT SIGN, OR HAVE THE PERMIT AND APPROVED PLANS AVAILABLE AT THE WORK SITE FOR THE DURATION OF THE PROJECT MAY SUBJECT THE PERMITTEE AND/OR CONTRACTOR TO APPLICABLE SANCTIONS AND PENALTIES FOR NON-COMPLIANCE WITH PERMIT CONDITIONS.**

Cut along this line X X X X X X X X

**NOTICE OF COMPLETION OF CONSTRUCTION**

RETURN THIS FORM TO: COMPLIANCE  
Marine Habitat Protection - NYSDEC  
50 Circle Road  
Stony Brook, NY 11790-3408

Or Fax to: 631-444-0272  
E-Mail: dec.sm.R1MHP-BEH@dec.ny.gov

PERMIT NUMBER: \_\_\_\_\_ EXPIRATION DATE: \_\_\_\_\_

PERMITTEE NAME & PROJECT ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR NAME & ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

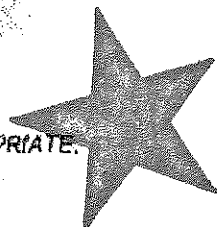
TELEPHONE: \_\_\_\_\_

Pursuant to special conditions of the referenced permit, you are hereby notified that the authorized activity was completed on \_\_\_\_\_ We have fully complied with the terms and conditions of the permit and approved plans. (Both signatures required)

PERMITTEE: \_\_\_\_\_ DATE \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_ DATE \_\_\_\_\_

**THIS NOTICE, WITH PHOTOGRAPHS OF THE COMPLETED WORK AND/OR A COMPLETED SURVEY, AS APPROPRIATE, MUST BE SENT TO THE ABOVE ADDRESS WITHIN 30 DAYS OF COMPLETION OF THE PROJECT.**





New York State  
Department of Environmental Conservation

 **NOTICE** 

The Department of Environmental Conservation (DEC) has issued permit(s) pursuant to the Environmental Conservation Law for work being conducted at this site. For further information regarding the nature and extent of work approved and any Departmental conditions on it, contact the Regional Permit Administrator listed below. Please refer to the permit number shown when contacting the DEC.

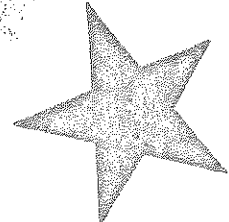
Regional Permit Administrator

**SUSAN ACKERMAN**

Permit Number 1-2824-00699/0005

Expiration Date 07/01/2027

NOTE: This notice is NOT a permit.





DEPARTMENT OF THE ARMY  
U.S. ARMY CORPS OF ENGINEERS, NEW YORK DISTRICT  
JACOB K. JAVITS FEDERAL BUILDING  
26 FEDERAL PLAZA  
NEW YORK NEW YORK 10278-0090

REGULATORY BRANCH

October 7, 2022

SUBJECT: Department of the Army Permit File Number NAN-2022-00355-EKO Issued to Catherine Danielowich for Bank Stabilization, and Maintenance Dredging in Canal 8, a tributary to South Oyster Bay, at 104 Fairwater Avenue in Massapequa, Town of Oyster Bay, Nassau County, New York

Catherine Danielowich  
104 Fairwater Avenue  
Massapequa, NY 11758  
(516)-984-7368

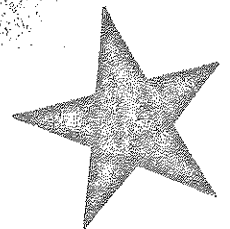
Dear Ms. Danielowich:

On April 12, 2022, the New York District of the U.S. Army Corps of Engineers received your request for Department of the Army authorization to remove and replace approximately 108 linear feet of existing bulkhead with approximately 52 linear feet of bulkhead up to 18 inches higher than existing. The existing 12-foot-wide by 25-foot-long boat slip is to be closed off by the new bulkhead resulting in the placement of approximately 21 cubic yards (CY) of fill below Spring High Water (SHW). The proposed work also consists of one-time maintenance dredging of approximately 10 cubic yards of material to a depth of four (4) feet below the plane of Mean Low Water over an area of 400 square feet to be placed as backfill behind the bulkhead with no return flow. The project is located in Canal 8 a tributary to South Oyster Bay, at 104 Fairwater Avenue in Massapequa, Town of Oyster Bay, Nassau County, New York.

The specific applicant-provided details are as shown on the attached permit drawings, titled "Ms. Catherine Danielowich" dated April 1, 2022, prepared by Rising Tide Waterfront Solutions.

The information provided constitutes a complete pre-construction notification for Nationwide Permit Numbers 13 and 19 as prescribed as a Reissuance of Nationwide Permits in the Federal Register dated December 27, 2021 (86 FR 73522). It appears that the activities within the jurisdiction of this office could be accomplished under Department of the Army Nationwide General Permit Numbers 13 and 19 in accordance with Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

In accordance with General Condition Number 32 (a)(2) of the Nationwide Permits, since more than 45 days have passed since our receipt of the complete Nationwide Permit verification request without a response from this office, you may proceed with the proposed activities within in Waters of the United States as described in the above referenced submittals without further authorization from this office. Please be advised that you are responsible for constructing the project as proposed and complying with all the



REGULATORY BRANCH

October 7, 2022

SUBJECT: Department of the Army Permit File Number NAN-2022-00355-EKO Issued to Catherine Danielowich for Bank Stabilization, and Maintenance Dredging in Canal 8, a tributary to South Oyster Bay, at 104 Fairwater Avenue in Massapequa, Town of Oyster Bay, Nassau County, New York

-2-

terms and conditions of the Nationwide Permit Program, as well as any applicable New York District regional conditions, and any applicable water quality certifications, and coastal zone concurrence statements that are available at:

<http://www.nan.usace.army.mil/Missions/Regulatory/Nationwide-Permits/>

You are also reminded that a Department of the Army permit may be required for any additional work on this site. If you decide to implement any other projects on this site in the future, please submit a timely and completed application for our review. Impacts to Waters of the United States for this project may be reviewed cumulatively with any future requests or any other applications you may submit for work in Waters of the United States on this site.

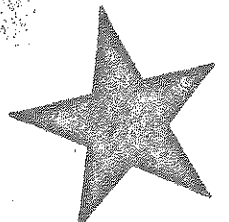
Please note that this determination does not eliminate the need to obtain any other Federal, State or local authorization required by law for the proposed work, including any required permit, Coastal Consistency from the Department of State, and/or Water Quality Certification from the New York State Department of Environmental Conservation.

In order for us to better serve you, please complete our Customer Service Survey located at: <http://www.nan.usace.army.mil/Missions/Regulatory/CustomerSurvey.aspx>.

If any questions should arise concerning this matter, please contact Zachary J. Kocsik at [Zachary.J.Kocsik@usace.army.mil](mailto:Zachary.J.Kocsik@usace.army.mil).

Sincerely,

Zachary Kocsik  
Project Manager, Eastern Section



**NATIONWIDE GENERAL PERMIT**  
**COMPLIANCE CERTIFICATION**  
**AND REPORT FORM**

Permit File Number: NAN-2022-00355-EKO

Permittee: Catherine Danielowich

Location: 104 Fairwater Avenue in Massapequa, Town of Oyster Bay, Nassau County, New York

Date Permit Letter Issued: October 7, 2022

Within 30 days of the completion of the activity authorized by this nationwide general permit and any mitigation required in the verification letter, please sign this certification and return it to the address at the bottom of this form.

Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with the permit's terms and conditions you are subject to permit suspension, modification or revocation.

I hereby certify that the work authorized by the above referenced nationwide general permit has been completed in accordance with the terms and conditions of said permit, and required mitigation was completed in accordance with the permit conditions.

\_\_\_\_\_  
Signature of Permittee

\_\_\_\_\_  
Date

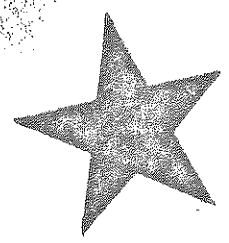
FOLD THIS FORM INTO THIRDS, WITH THE BOTTOM THIRD FACING OUTWARD.  
TAPE IT TOGETHER AND MAIL TO THE ADDRESS BELOW OR FAX (212) 264-4260.

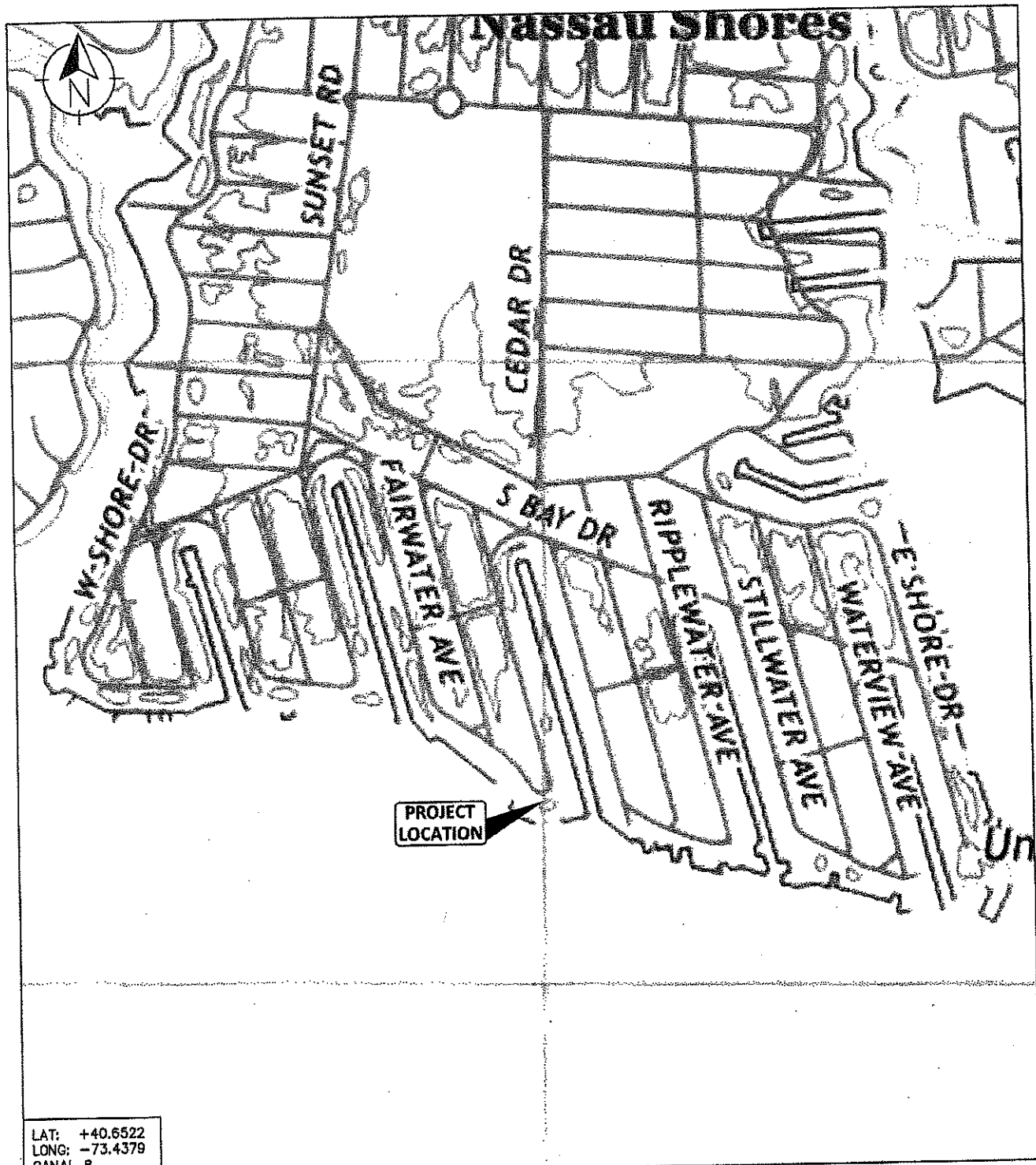


\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PLACE  
STAMP  
HERE

DEPARTMENT OF THE ARMY  
NEW YORK DISTRICT CORPS OF ENGINEERS  
USACE OPERATIONS/REGULATORY 16-406  
C/O PSC MAIL CENTER 26 FEDERAL PLAZA  
NEW YORK, NEW YORK 10278





LAT: +40.6522  
 LONG: -73.4379  
 CANAL 8

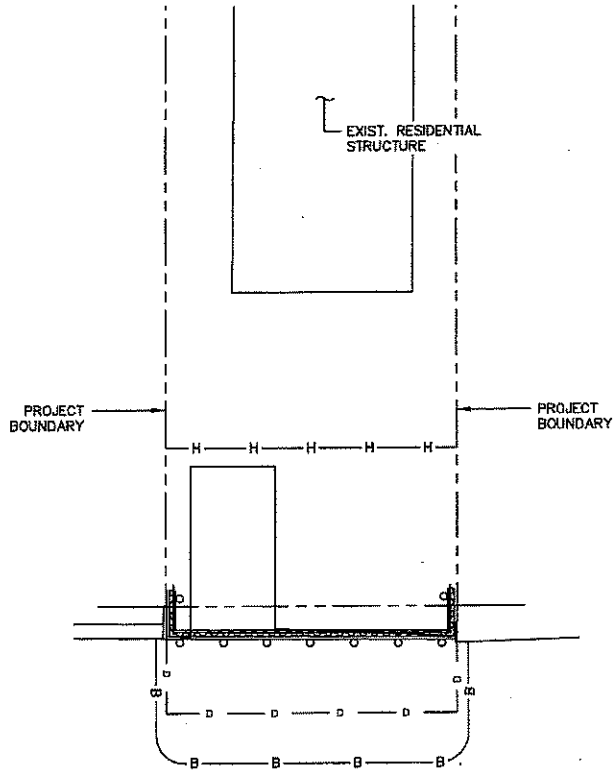
REF: AMITYVILLE QUADRANGLE NEW YORK 7.5-MIN SERIES

VICINITY MAP

SCALE: 1"=800'-0"



<b>G-1.2</b>	<b>PROJECT NO.</b> P-220321.00	<b>PROJECT</b>  WATERFRONT DEVELOPMENT PREPARED FOR MS. CATHERINE DANIELOWICH LOCATED AT 104 FAIRWATER AVENUE  MASSAPEQUA CANAL 8 SUFFLOK COUNTY	<b>SCALE</b> 1"=800'-0"	<b>Rising Tide   Waterfront Solutions</b>  80 KILLIANS ROAD, #280 MASSAPEQUA, NY 11758
	<b>DRAWN BY</b> DAC		<b>DATE</b> 04-01-2022	
	<b>CHECKED BY</b> AMA		<b>REVISION NO.</b> A	
			<b>SHEET</b> VICINITY MAP <b>1 of 6</b>	



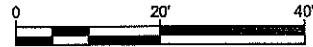
**PLAN**  
SITE PROTECTION

SCALE: 1"=20'-0"

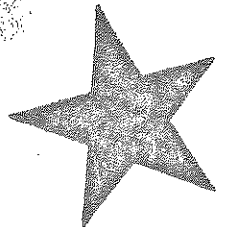
NOTE: DETAIL PROVIDED FOR ILLUSTRATION PURPOSE. CONTRACTOR RESPONSIBLE FOR PROVIDING PROTECTION PLAN. DRIVING OF PILES OUTSIDE OF TURBIDITY CURTAIN WITH DEBRIS BOOM PROHIBITED.

LEGEND:

-B-B-	TURBIDITY CURTAIN W/ DEBRIS BOOM
-H-H-	HAY BALE W/ FABRIC



<b>G-1.3</b>	PROJECT NO. P-220321.00	PROJECT <b>WATERFRONT DEVELOPMENT</b> PREPARED FOR MS. CATHERINE DANIELOWICH LOCATED AT 104 FAIRWATER AVENUE CANAL 8      SUFFLOK COUNTY	SCALE 1"=20'-0"	Rising Tide   Waterway Solutions 80 KILLIANS ROAD, #280 MASSAPEQUA, NY 11758
	DRAWN BY DAC		DATE 04-01-2022	
	CHECKED BY AMA		REVISION NO. A	<b>2 of 6</b>

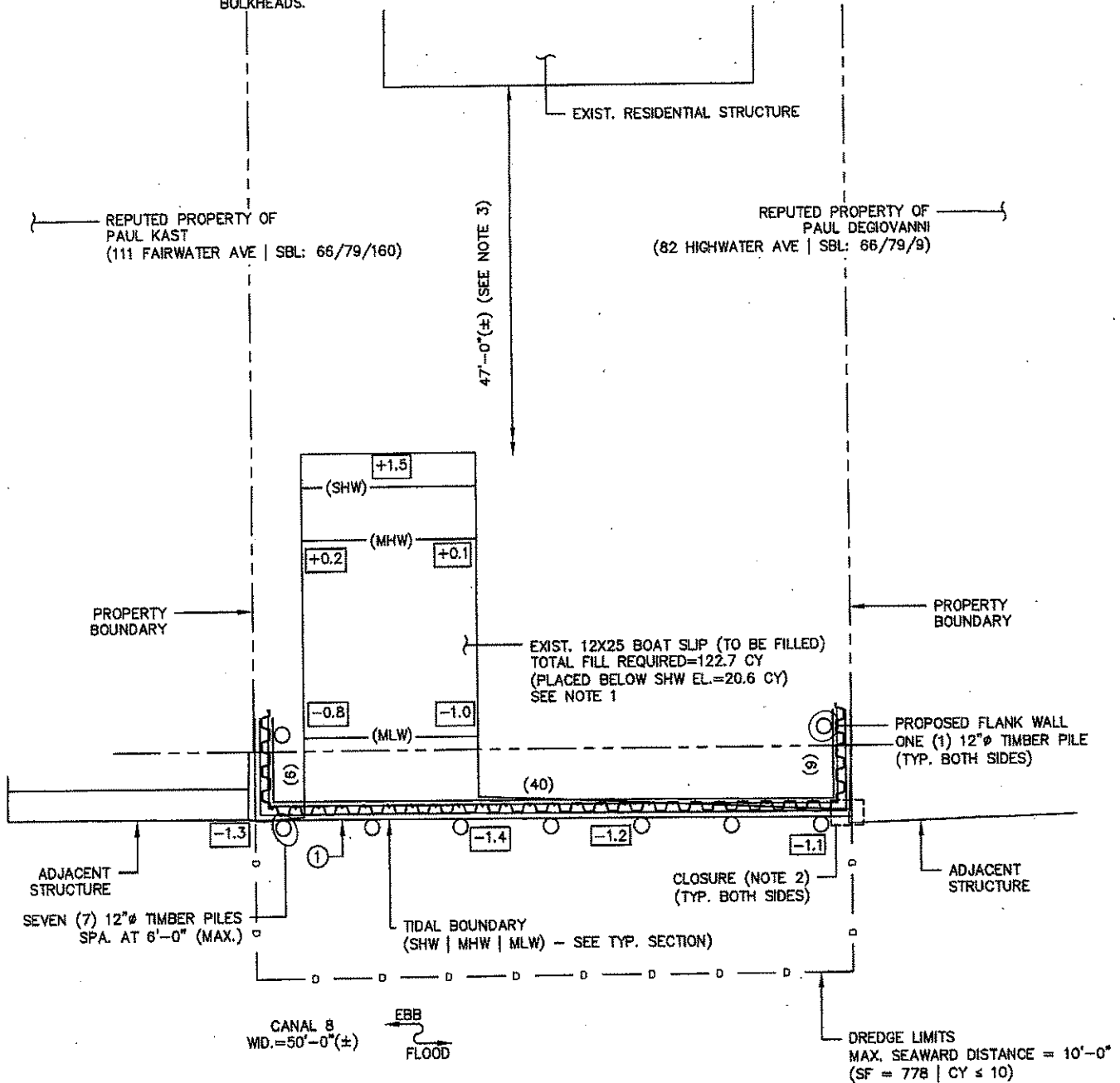




ITEM	STATE	ACTION	SIZE
1. BULKHEAD	EXISTING	REMOVE/RECONSTRUCT	52 LF

NOTE(S):

1. ALL FILL SHALL BE CLEAN FREE DRAINING FREE OF CONTAMINANTS AND REGULATED WASTES INCLUDING CONSTRUCTION DEBRIS THAT IS SOURCED FROM NYS DEC APPROVED SITE.
2. PROVIDE SEALED CLOSURE PREVENTING RETAINED FILL LOSS. SUBMIT CLOSURE DETAIL TO ENGINEER FOR APPROVAL PRIOR TO CONSTRUCTION.
3. DIMENSION TO CENTERLINE OF EXIST. BULKHEAD SCALED FROM SURVEY AND PROVIDED FOR REFERENCE ONLY. PROPOSED BULKHEAD SHALL EXTEND BETWEEN EXIST. INTERSECTIONS W/ NEIGHBORING BULKHEADS.



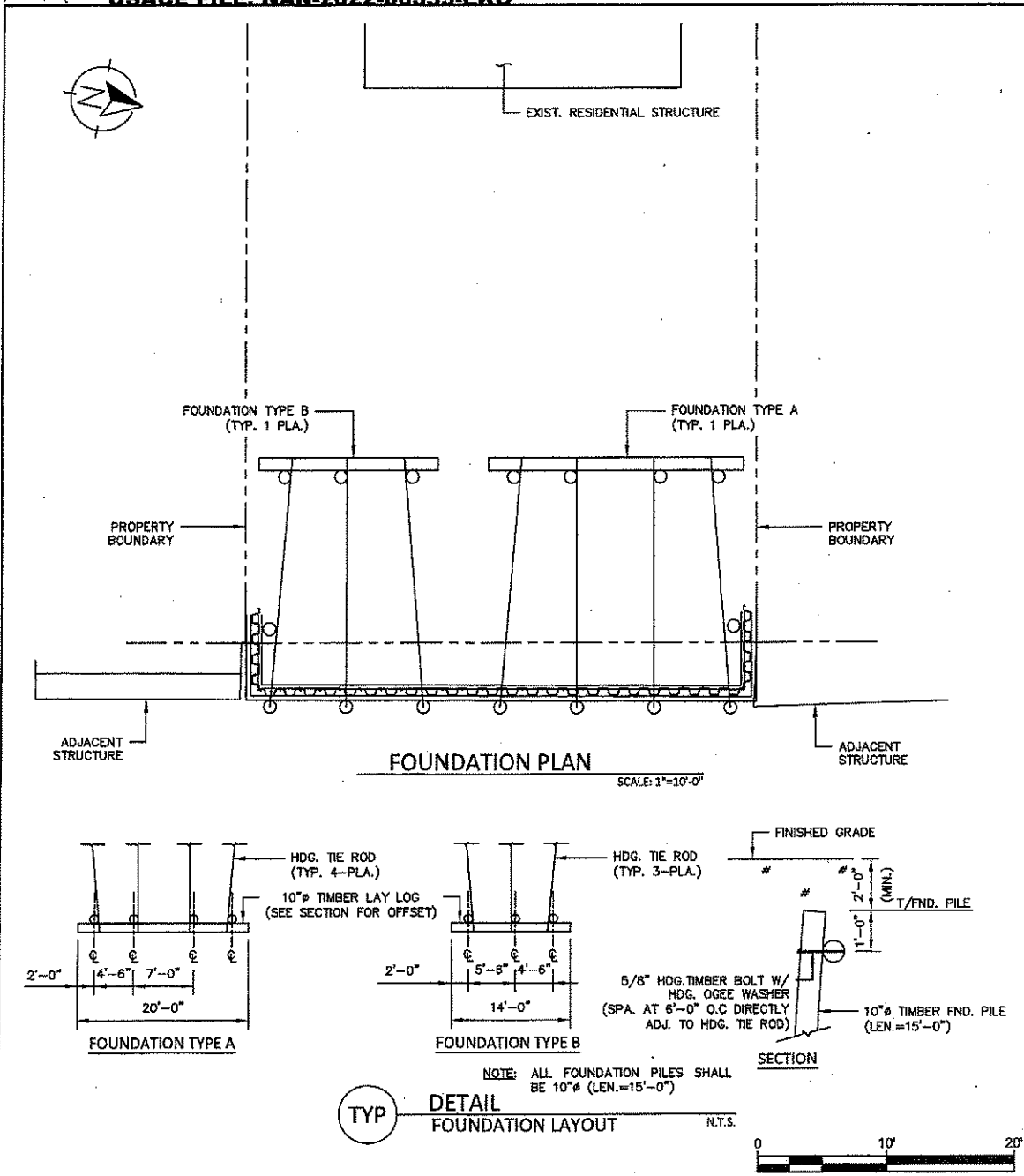
LEGEND:  
 (XX) BULKHEAD SEGMENT LENGTH IN FEET  
 [XX] LANDS UNDERWATER ELEVATION (NAVD88)

FACILITY PLAN

SCALE: 1"=10'-0"



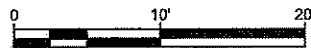
SHEET NO. <b>G-1.4</b>	PROJECT NO. P-220321.00	PROJECT WATERFRONT DEVELOPMENT PREPARED FOR MS. CATHERINE DANIELOWICH LOCATED AT 104 FAIRWATER AVENUE CANAL 8 SUFFLOK COUNTY	SCALE 1"=10'-0"	Rising Tide Waterfront Solutions 80 KILLIANS ROAD, #280 MASSAPEQUA, NY 11758
	DRAWN BY DAC		DATE 04-01-2022	
	CHECKED BY AMA		REVISION NO. A	
			SHEET	FACILITY PLAN <b>3 of 6</b>



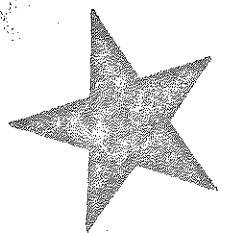
TYP

DETAIL  
FOUNDATION LAYOUT

N.T.S.



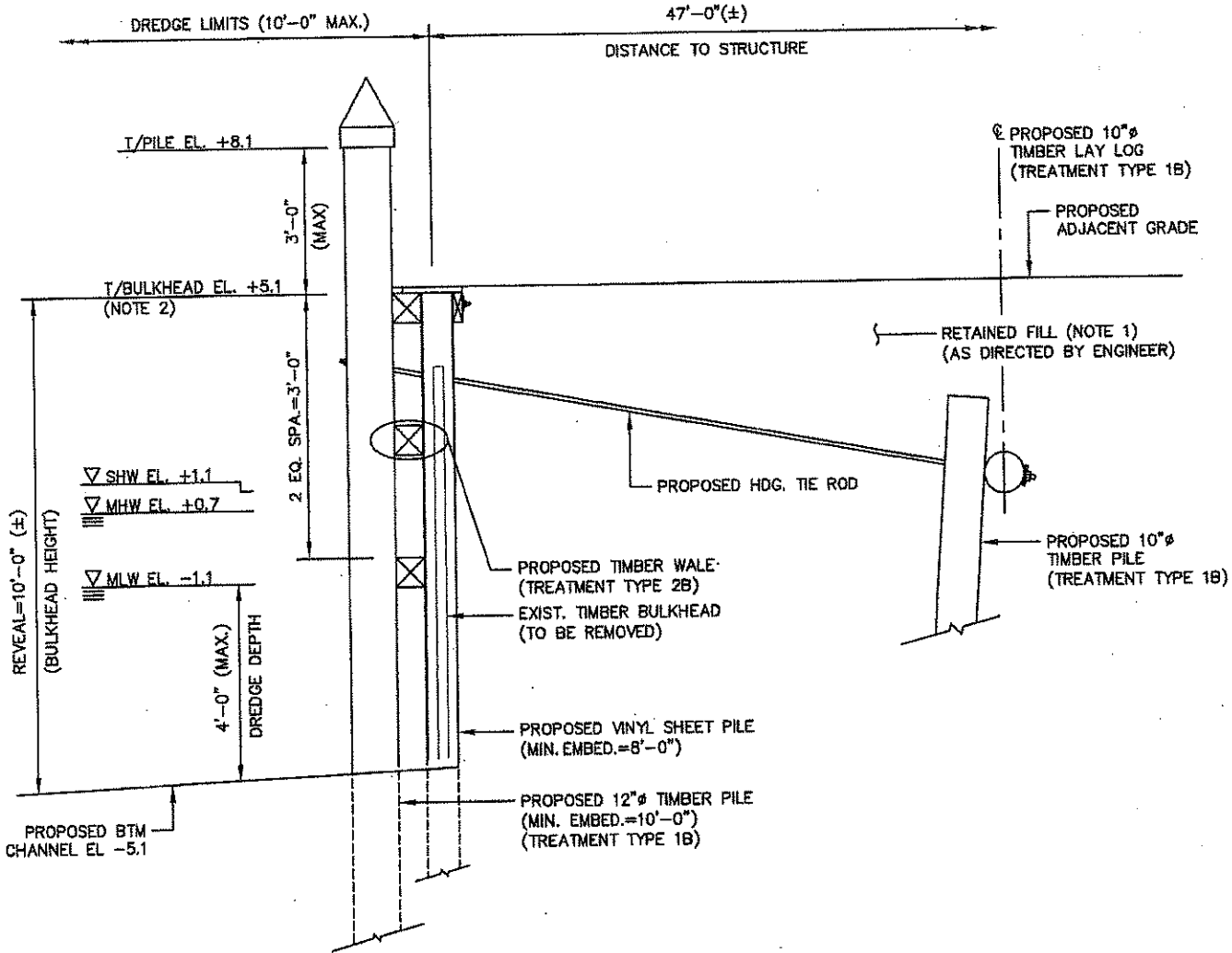
SHEET NO. <b>S-1.0</b>	PROJECT NO. P-220321.00	PROJECT WATERFRONT DEVELOPMENT PREPARED FOR MS. CATHERINE DANIELOWICH LOCATED AT 104 FAIRWATER AVENUE CANAL 8 SUFFLOK COUNTY	SCALE AS NOTED	Rising Tide   Wetland Solutions 80 KILLJANS ROAD, #280 MASSEPEQUA, NY 11758
	DRAWN BY DAC		DATE 04-01-2022	
	CHECKED BY AMA		REVISION NO. A	
MASSAPEQUA			SHEET	FOUNDATION PLAN





**NOTE(S):**  
 1. FILL: ALL ADD'L FILL BROUGHT TO SITE SHALL BE CLEAN FREE DRAINING FREE OF CONTAMINANTS AND REGULATED WASTES INCLUDING CONSTRUCTION DEBRIS THAT IS SOURCED FROM NYS DEC APPROVED SITE.  
 2. BULKHEAD ELEVATION: T/PROPOSED BULKHEAD TO BE RAISED 18 INCHES HIGHER THAN EXISTING T/BULKHEAD ELEVATION.

TIMBER TREATMENT			
TREATMENT TYPE	ELEMENT	RETENTION	DESCRIPTION
1A	PILES	1.5	CCA TREATED PER LATEST AWPA STANDARDS, COMMODITY SPECIFICATION A.P 3.0
1B		2.5	
2A	FRAMING	1.5	CCA TREATED PER LATEST AWPA STANDARDS, COMMODITY SPECIFICATION A.P 3.0
2B		2.5	
3A		1.5	ACQ TREATED PER AWPA ACQ-D
3B		2.5	



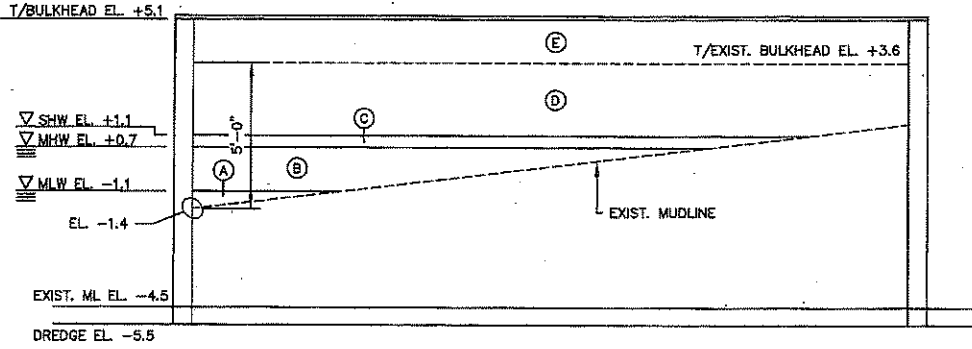
**TYP SECTION** SCALE: 1"=3'-6"

ALL ELEVATIONS IN NAVD 88

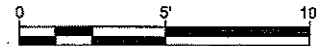
SHEET NO. <b>S-1.1</b>	PROJECT NO. P-220321.00	PROJECT <b>WATERFRONT DEVELOPMENT</b> PREPARED FOR <b>MS. CATHERINE DANIELOWICH</b> LOCATED AT <b>104 FAIRWATER AVENUE</b>  MASSAPEQUA CANAL 8 SUFFLOK COUNTY	SCALE 1"=3'-6"	Rising Tide   Waterfront Solutions <b>80 KILLIANS ROAD, #280</b> <b>MASSAPEQUA, NY 11758</b>
	DRAWN BY DAC		DATE 04-01-2022	
	CHECKED BY AMA		REVISION NO. A	<b>BULKHEAD SECTION</b>

SCHEDULE 1: FILL PLACED W/1 SLIP BELOW VERTICAL ELEVATION		
TAG	DATUM	FILL (CY)
A	MEAN LOW WATER	0.3
B	MEAN HIGH WATER	8.4
C	SPRING HIGH WATER	11.9
D	T/ EXIST. BULKHEAD	42.7
E	T/ PROPOSED BULKHEAD	59.4

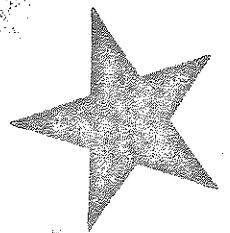
TOTAL FILL = 122.7



SECTION BOAT SLIP SCALE: 1"=5'-0"



SHEET NO. <b>S-2.0</b>	PROJECT NO. P-220321.00	PROJECT WATERFRONT DEVELOPMENT PREPARED FOR MS. CATHERINE DANIELOWICH LOCATED AT 104 FAIRWATER AVENUE MASSAPEQUA CANAL 8 SUFFLOK COUNTY	SCALE 1"=5'-0"	Rising Tide   Waterfront Solutions 80 KILLIANS ROAD, #280 MASSAPEQUA, NY 11758
	DRAWN BY DAC		DATE 04-01-2022	
	CHECKED BY AMA		REVISION NO. A	<b>6 of 6</b>



April 11, 2022

Via email: [permits@rt-ws.com](mailto:permits@rt-ws.com)  
Adon Austin  
Rising Tide Waterfront Solutions  
80 Killians Road, Suite 280  
Massapequa, New York 117587

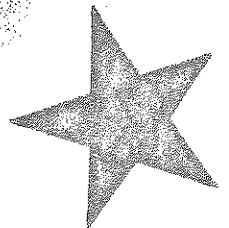
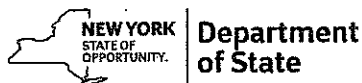
Re: **F-2022-0269**  
U.S. Army Corps of Engineers/New York District Permit  
Application – Catherine Danielowich  
Remove and replace 52lf of functioning and lawfully  
existing bulkhead, including returns and parallel capping  
boardwalks, in-place (without seaward expansion).  
Construct 12lf of new bulkheading and fill to close exist.  
25x12 slip. All bulkheads shall be 18" higher than the  
existing bulkhead. Maintenance dredging 10' seaward of  
the bulkhead to a depth of 4' below the MLW elevation.  
Canal #8, Town of Oyster Bay, Nassau County  
**General Concurrence**

Dear Adon Austin:

The Department of State received your Federal Consistency Assessment Form and consistency certification and supporting information for this proposal on 4/4/2022.

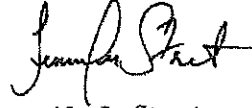
The Department of State has determined that this proposal meets the Department's general consistency concurrence criteria. Therefore, further review of the proposed activity by the Department of State, and the Department's concurrence with an individual consistency certification for the proposed activity, are not required.

This General concurrence is without prejudice to and does not obviate the need to obtain all other applicable license, permits, other forms of authorizations or approvals that may be required pursuant to existing New York State statutes. Specifically, it appears that you may require authorization from the New York State Department of Environmental Conservation (DEC). Please contact the DEC region 1 office to determine if their authorization is required.



When communicating with us regarding this matter, please contact us at (518) 474-6000 and refer to our file #F-2022-0269.

Sincerely,

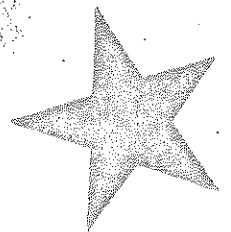


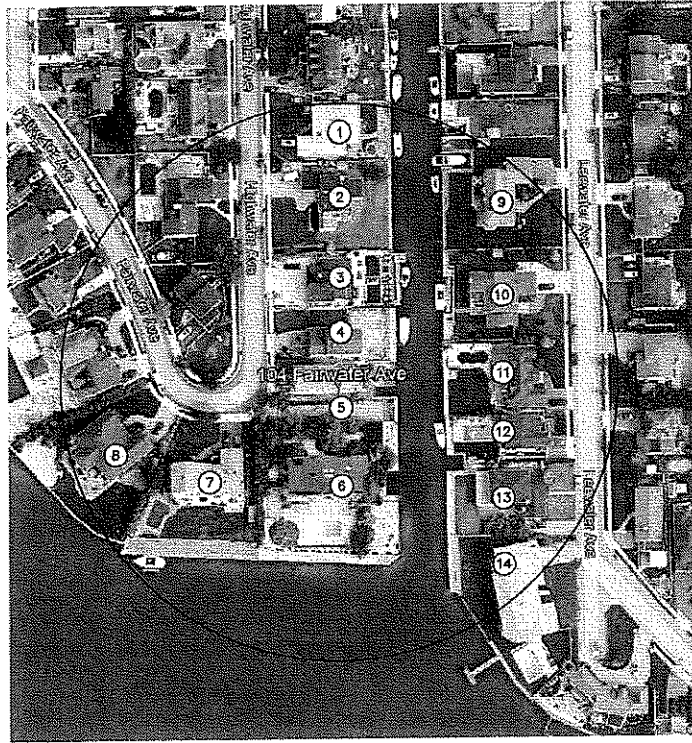
Jennifer L. Street  
Supervisor, Consistency Review Unit  
Office of Planning, Development and  
Community Infrastructure

JLS/dc

ecc:

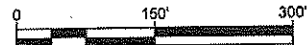
COE/New York District – (via [Arlene.Tirado@usace.army.mil](mailto:Arlene.Tirado@usace.army.mil))  
DEC Region 1 – (via [dec.sm.dep.r1](mailto:dec.sm.dep.r1))



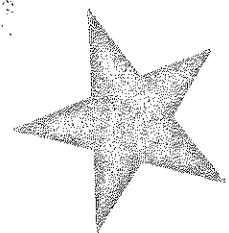


**PLAN**  
 300' - RADIUS MAP SCALE: 1"=150'-0"

TABLE OF PROPERTIES		
ID	OWNER	ADDRESS
1	RICHARD ARNOLD	64 HIGHWATER AVE
2	GALE VALENTI	68 HIGHWATER AVE
3	SCOTT GLAZER	72 HIGHWATER AVE
4	CHRISTINE BENEVILLE	82 HIGHWATER AVE
5	CATHRINE DANIELOWICH	LOCATION OF WORK
6	EDWIN KAST	111 FAIRWATER AVE
7	ALAN NEITHARDT	101 FAIRWATER AVE
8	NORMAN VIGLOTTI	99 FAIRWATER AVE
9	BARBARA BAILLIE	51 LEEWATER AVE
10	AMY LEE	99 LEEWATER AVE
11	PENNYMAC HOLDINGS LLC	65 LEEWATER AVE
12	KERRI GRIMES	69 LEEWATER AVE
13	JASON ANZELONE	71 LEEWATER AVE
14	JENNA VALENTI	77 LEEWATER AVE

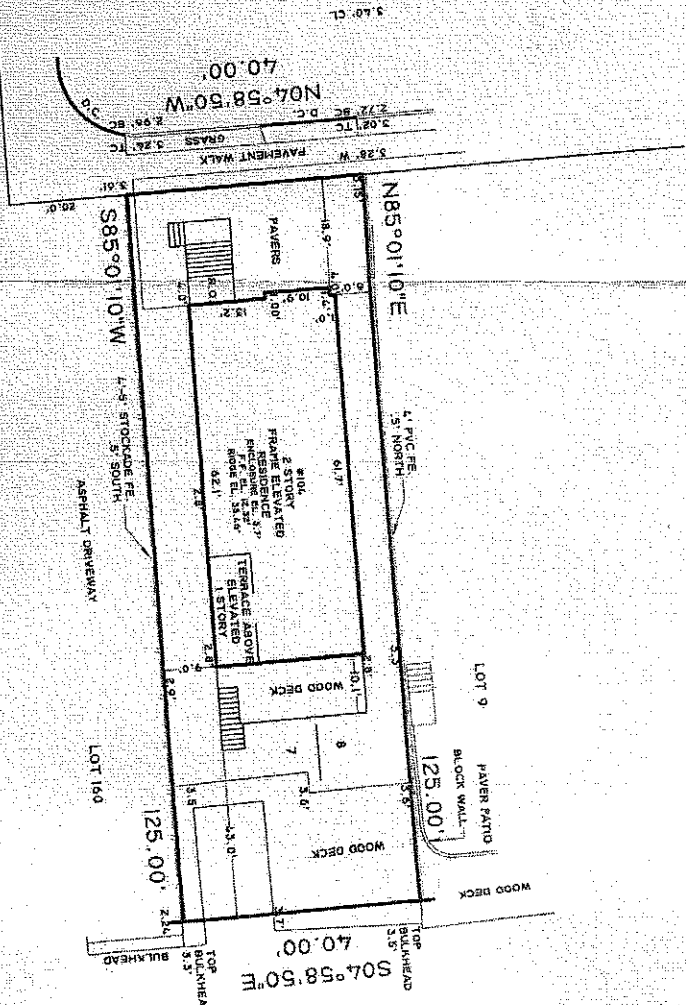
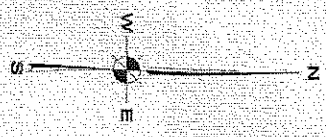


SHEET NO.  <b>IL-1</b>	PROJECT NO. P-220321.00	PROJECT <b>WATERFRONT DEVELOPMENT</b> PREPARED FOR <b>MS. CATHERINE DANIELOWICH</b> LOCATED AT <b>104 FAIRWATER AVENUE</b>	SCALE N.T.S.	Rising Tide   Waterfront Solutions  80 KILLIANS ROAD, #280 MASSAPEQUA, NY 11758
	DRAWN BY DAC		DATE 12-12-23	
	CHECKED BY AMA	MASSAPEQUA CANAL 8 SUFFLOK COUNTY	REVISION NO. 0	

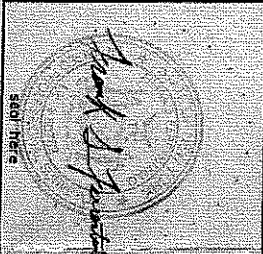


O.H.= OVERHANG, H.E.= HEDGE, T.C.= TOP CURB, ELEVATION, L.G.= LEGAL GRADE, G.= GUTTER ELEVATION, EL.= ELEVATION, I.R.= IRREGULAR, A.R.C.= ARC, E.= CELLAR ENTRANCE

FAIRWATER AVENUE  
 HIGHWATER AVENUE



© 2014 FERRANTELO. COPYRIGHTED.  
 ONLY A LICENSED LAND SURVEYOR CAN ESTABLISH EXACTLY PROPERTY LINES/BOUNDARIES.  
 CALL US FOR A STAKE SET, STAKE YOUR CLAIM!  
 HOMEOWNERS HAVE NOT BEEN SET, UNLESS SO INDICATED.  
 THIS SURVEY WAS PREPARED FOR THE PARTIES AND PURPOSES INDICATED. NEITHER, NOR ANY EXTENSION OF THE USE,  
 BEYOND THE PURPOSES AGREED TO BETWEEN THE CLIENT AND THE SURVEYOR EXCEEDS THE SCOPE OF THE ENGAGEMENT.  
 IT IS HEREBY CERTIFIED THAT THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE CODE OF  
 PRACTICE AND MINIMUM STANDARDS ADOPTED BY THE NEW YORK STATE ASSOCIATION OF  
 PROFESSIONAL LAND SURVEYORS.  
 MEMBER OF THE NEW YORK STATE LAND TITLE ASSOCIATION  
 MEMBER OF THE NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS  
 MEMBER OF THE AMERICAN SOCIETY OF CIVIL ENGINEERS  
 UNAUTHORIZED ALTERATION OR ADDITION TO THIS SURVEY IS A VIOLATION OF  
 SECTION 2209 OF NEW YORK STATE EDUCATION LAW  
 COPIES OF THIS SURVEY MAP NOT BEARING THE LAND SURVEYOR'S ORIGINAL SEAL  
 AND SIGNATURE SHALL NOT BE CONSIDERED TO BE A TRUE AND VALID COPY  
 NOT RESPONSIBLE FOR SUBSEQUENT CONDITIONS OR ANY EMBODIMENTS OTHER THAN THOSE SHOWN

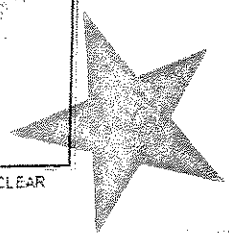


NO.	DATE	DESCRIPTION
1	02/15/15	FINAL
2	02/15/15	AS BUILT

**FERRANTELO LAND SURVEYING P.C.**  
 NEW YORK STATE LICENSED LAND SURVEYORS  
 3700 WEST 10TH STREET, SUITE 200  
 WEST PALM BEACH, FLORIDA 33411  
 (561) 833-8888  
 WWW.FERRANTELO.COM

**FINAL SURVEY**  
 MAP OF PROPERTY  
 LOCATED AT:  
 MASSAPEQUA TOWN OF OYSTER BAY,  
 NASSAU COUNTY, NEW YORK  
 TOWN MAP ID: SECTION 66, BLOCK 79, LOT 7+8

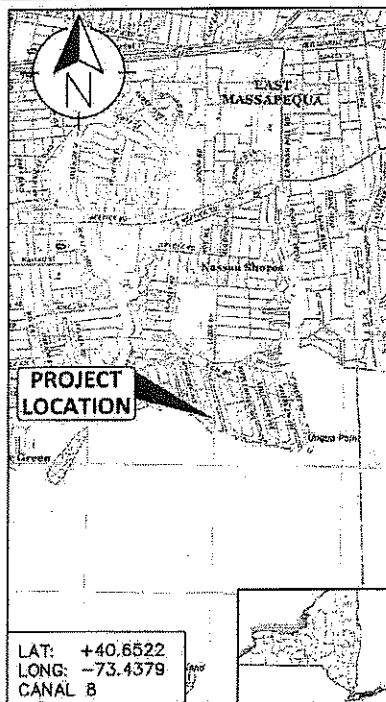
SCALE: 1"=20'	DATE: 7/8/15	CAD: JAVD/BS	SURVEYED BY: JAVD/BS	DRAWN BY: BS	CHECKED BY: JC	SHEET: 1 OF 1
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# WATERFRONT DEVELOPMENT DANIELOWICH PROPERTY

## 104 FAIRWATER AVENUE, MASSAPEQUA, NY 11758

### LOCATION MAP



REF: AMITYVILLE QUADRANGLE NEW YORK 7.5-MIN SERIES

TIDAL CHART ELEVATION(S)			
POSITION	MLW	NAVD88	DESCRIPTION
SHW	+2.2	+1.1	SPRING HIGH WATER
MHHW	+2.0	+0.9	MEAN HIGHER HIGH WATER
MHW	+1.8	+0.7	MEAN HIGH WATER
MSL	+0.9	-0.2	MEAN SEA LEVEL
MLW	±0.0	-1.1	MEAN LOW WATER
MLLW	±0.0	-1.1	MEAN LOWER LOW WATER

NOTE: SHW IS SYNONYMOUS WITH MEAN HIGH WATER SPRING (NOAA NOS CO-OPS1)

### PROJECT INFORMATION

#### LOCATION

PRIVATE RESIDENCE OF MS. CATHERINE DANIELOWICH, AT 104 FAIRWATER AVENUE, IN THE TOWN OF OYSTER BAY, NASSAU COUNTY, NEW YORK ALONG CANAL B.

#### PROJECT NOTIFICATION

COMMENCEMENT NOTIFICATION TO REGULATORY AGENCY SHALL BE SUBMITTED, AS REQUIRED, BY SELECTED CONTRACTOR PRIOR TO THE START OF WORK.

#### GENERAL CONTACT INFORMATION

RISING TIDE WATERFRONT SOLUTIONS, PLLC  
80 KILLIANS ROAD, #280  
MASSAPEQUA, NY 11758  
PHONE: 516-595-3483  
EMAIL: PERMITS@RT-WS.COM

### DEFINITION(S)

AUTHORITY: MS. CATHERINE DANIELOWICH  
ENGINEER: RISING TIDE WATERFRONT SOLUTIONS, PLLC

### REVISION(S)

0: LOCAL PERMIT APP. 07-31-23

### SHEET INDEX

#### GENERAL ARRANGEMENT PLANS:

- G-1.0 TITLE SHEET & LOCATION MAP
- G-1.1 GENERAL NOTES
- G-1.2 VICINITY MAP
- G-1.3 SITE PROTECTION PLAN
- G-1.4 FACILITY PLAN

- S-1.0 FOUNDATION PLAN
- S-1.1 TYP. BULKHEAD SECTION
- S-2.0 BOAT SLIP SECTION

#### CONSTRUCTION DETAILS:

- S-3.0 BULKHEAD CONNECTION DETAILS I
- S-3.1 BULKHEAD CONNECTION DETAILS II

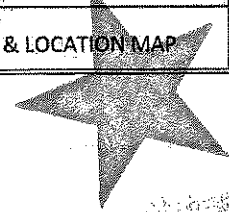


NOTE: CONSTRUCTION PERMITS REQUIRED FOR TOWN/VILLAGE REVIEW. PERMITS EXCLUDED FOR GENERAL ARRANGEMENT PLANS SUBMITTED TO FEDERAL/STATE REGULATORY AGENCIES (DEC REGION 1 ONLY).

### PROJECT DESCRIPTION

REMOVE AND REPLACE 52 LINEAR FEET OF FUNCTIONING AND LAWFULLY EXISTING BULKHEAD, INCLUDING RETURNS AND PARALLEL CAPPING BOARDWALKS, IN-PLACE (WITHOUT SEAWARD EXPANSION). CONSTRUCT 12 LINEAR FEET OF NEW BULKHEADING AND FILL TO CLOSE EXIST. 25X12 SLIP. ALL BULKHEADS SHALL BE 18 IN HIGHER THAN THE EXISTING BULKHEAD. PROJECT INCLUDES MAINTENANCE DREDGING TEN (10) FT SEAWARD OF THE BULKHEAD TO A DEPTH OF 4 FT BELOW THE MEAN LOW WATER ELEVATION. PROPOSED NO. OF IN-WATER PILES=7

<b>G-1.0</b>	PROJECT NO. P-220321.00	PROJECT <b>WATERFRONT DEVELOPMENT</b> PREPARED FOR MS. CATHERINE DANIELOWICH LOCATED AT 104 FAIRWATER AVENUE MASSAPEQUA CANAL B. SUFFLOK COUNTY	SCALE N/A	Rising Tide   Waterfront Solutions	
	DRAWN BY DAC		DATE 07-31-23	80 KILLIANS ROAD, #280 MASSAPEQUA, NY 11758	
	CHECKED BY AMA		REVISION NO. 0	SHEET TITLE SHEET & LOCATION MAP	



**GENERAL NOTE(S):**

1. ALL WORK SHALL CONFORM TO ALL FEDERAL, STATE, COUNTY, OR LOCAL CODES HAVING JURISDICTION OVER THE PROJECT LOCATION.
2. ALL PROJECT WORK SHALL BE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS OR AS DIRECTED BY THE AUTHORITY OR THE ENGINEER.
  - A. CONTRACTOR SHALL FAMILIARIZE HIM(HER)SELF WITH THE ACTUAL SITE CONDITIONS AND SHALL BE RESPONSIBLE FOR FURNISHING A COMPLETED PROJECT AS REPRESENTED IN THE CONTRACT DOCUMENTS.
  - B. ALL PROPOSED ALTERNATES TO THE ITEMS AND METHODS REPRESENTED IN THE CONTRACT DOCUMENTS SHALL BE SUBMITTED IN WRITING TO THE AUTHORITY AND THE ENGINEER FOR APPROVAL SEVEN (7) DAYS IN ADVANCE OF ANY CONTRACTOR WORK OR MATERIAL PURCHASE.
3. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF EXISTING AND PROPOSED CONDITIONS. THE CONTRACTOR SHALL PERFORM FIELD MEASUREMENTS PRIOR TO CONSTRUCTION, FABRICATION, AND/OR PURCHASE OF ANY MATERIAL.
4. DISCOVERY OF INCONSISTENT SITE INFORMATION OR CONDITIONS SHALL BE IMMEDIATELY CONVEYED TO THE AUTHORITY AND THE ENGINEER PRIOR TO COMMENCING OR CONTINUING CONSTRUCTION. CONFLICTS ARISING DUE TO THE LACK OF COORDINATION SHALL BE THE RESPONSIBILITY AND AT THE SOLE EXPENSE OF THE CONTRACTOR.
5. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR MEANS, METHODS, AND SAFETY OF WORK.
6. CONTRACTOR SHALL NOT CAUSE ANY ADVERSE EFFECT ON NAVIGATION IN THE WATERBODY DURING THE PROJECT DURATION.
7. THE CONTRACTOR SHALL PREVENT DAMAGE TO EXISTING STRUCTURES OR OBJECTS BY OR AS A RESULT OF HIS OPERATIONS. ANY DAMAGE RESULTING FROM THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED AS DIRECTED BY THE AUTHORITY OR THE ENGINEER AT NO ADDITIONAL COST TO THE AUTHORITY OR THE ENGINEER.
8. AS-BUILT DRAWINGS - THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING TWO (2) SETS OF "AS-BUILT" DRAWINGS SHOWING ILLUSTRATIONS AND/OR NOTING ALL FIELD CHANGES AND MODIFICATIONS TO THE DRAWINGS ISSUED FOR CONSTRUCTION. UPON PROJECT COMPLETION AND PRIOR TO RELEASE OF FINAL PAYMENT THE CONTRACTOR SHALL:
  - A. SIGN AND SUBMIT BOTH SETS OF "AS-BUILT" DRAWINGS TO THE ENGINEER.
9. DO NOT SCALE DRAWINGS. WRITTEN DIMENSIONS SUPERSEDE SCALED DIMENSIONS AND ARE SUBJECT TO REVISIONS AS PER ACTUAL FIELD CONDITIONS. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS HEREIN SHOWN, AND ALL DISCREPANCIES ARE TO BE BROUGHT TO THE ENGINEER'S ATTENTION PRIOR TO COMMENCING WITH THE WORK.

**PERMIT(S):**

1. THE CONTRACTOR IS RESPONSIBLE FOR SECURING ALL REQUIRED CONSTRUCTION OR BUILDING PERMITS AND CLEARANCES PRIOR TO COMMENCING CONSTRUCTION. ADDITIONAL PAYMENT FOR FEES ASSOCIATED WITH PERMITS AND CLEARANCES WILL NOT BE PROVIDED.

**GOVERNING DESIGN CODE(S):**

1. ALL WORK SHALL BE IN CONFORMANCE WITH THE LATEST REVISION OF:
  - A. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA)
  - B. NEW YORK STATE BUILDING CODE (NYSBC)
  - C. AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

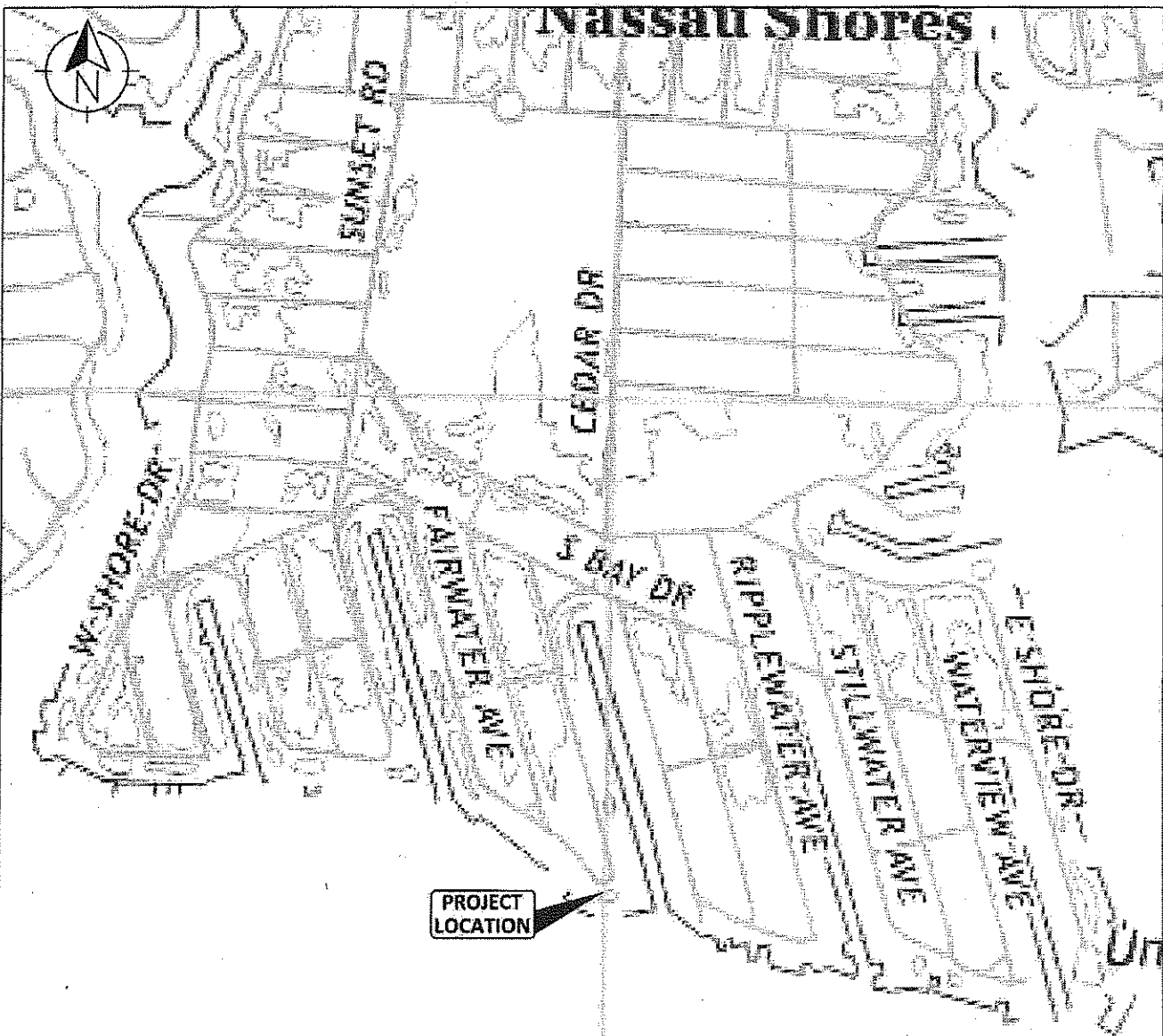
**MARINE BULKHEADING:**

1. **TIMBER PILES (BULKHEAD)** - SOUTHERN YELLOW PINE DENSE STRUCTURAL GRADE 65 TREATED PILES IN ACCORDANCE WITH AWWA U1 COMMODITY SPECIFICATION G AND CONFORMING TO ASTM D25 AND OTHER SPECIFIED REQUIREMENTS.
  - A. CIRCUMFERENCE - MINIMUM PILE CIRCUMFERENCES, MEASURED 3 FEET FROM THE BUTT END, MUST BE 36 INCHES FOR A SPECIFIED 12 INCH DIAMETER PILE.
  - B. TAPER - THE PILE SHALL BE TAPERED AT A RATE NO GREATER THAN 1 IN PER 10 FT.
  - C. PRESERVATIVE TREATMENT - TREAT PILES BASED ON USE CATEGORY AND SPECIES IN ACCORDANCE WITH AWWA U1 AND AWWA T1 TO THE RETENTION AND PENETRATION FOR MARINE PILING AND PRODUCE IN ACCORDANCE WITH WWPI MANAGEMENT PRACTICES. PILES PRESERVATIVE TREATMENT MUST BE WATERBORNE PRESERVATIVE FOR MARINE PILES IN ACCORDANCE WITH AWWA P5 - CHROMATED COPPER ARSENATE (CCA).
  - D. FIELD TREATMENT - PILES MUST BE FIELD TREATED IN ACCORDANCE WITH AWWA M4. ALL CUTS, HOLES AND INJURIES SUCH AS HOLES FROM REMOVAL OF SPIKES OR NAILS WHICH MAY PENETRATE THE TREATED ZONE MUST BE FIELD TREATED WITH COPPER NAPHTHENATE CONFORMING TO AWWA P34.
2. **TIMBERWORK** - SOLID SAWN LUMBER AND TIMBERS OF SOUTHERN PINE WITH IDENTIFIABLE GRADE MARK OF A RECOGNIZED ASSOCIATION OR INDEPENDENT INSPECTION AGENCY USING THE SPECIFIC GRADING REQUIREMENTS OF AN ASSOCIATION RECOGNIZED AS COVERING THE SPECIES USED. THE ASSOCIATION OR INDEPENDENT INSPECTION AGENCY MUST BE CERTIFIED BY THE BOARD OF REVIEW, AMERICAN LUMBER STANDARDS COMMITTEE TO GRADE THE SPECIES USED. USE LUMBER OR TIMBERS RATED NO. 1 OR BETTER. USE COMMERCIAL GRADE LUMBER FOR DECKING MEMBERS.
3. **VINYL SHEET PILE** - SHEET PILING SHALL BE MANUFACTURED FROM A RIGID, HIGH IMPACT, UV INHIBITED, AND WEATHER RESISTANT DURABLE VINYL COMPOUND. SHEET PILING SHALL BE PROVIDED IN FULL-LENGTH SECTIONS OF THE DIMENSIONS SHOWN - SPLICING OF SHEET PILE IS PROHIBITED.
  - A. COLOR - AS DIRECTED BY THE AUTHORITY OR ENGINEER BASED ON PROVIDED SHEET PILE COLOR SAMPLES.
  - B. INTERLOCKS - INTERLOCKS OF SHEET PILING SHALL BE FREE-SLIDING, PROVIDE A SWING ANGLE SUITABLE FOR THE INTENDED INSTALLATION BUT NOT LESS THAN 5 DEGREES WHEN INTERLOCKED, AND MAINTAIN CONTINUOUS INTERLOCKING DURING AND AFTER INSTALLATION.
  - C. UV PROTECTION - ALL SURFACES OF THE SHEET PILING SHALL BE UV RESISTANT AND COMPRISED OF VIRGIN MATERIAL.
4. **TIMBER LAY LOG(S)** - PROVIDE SOUTHERN YELLOW PINE DENSE STRUCTURAL GRADE 65 TREATED LAY LOGS IN ACCORDANCE WITH AWWA U1 COMMODITY SPECIFICATION G AND CONFORMING TO ASTM D25 AND OTHER SPECIFIED REQUIREMENTS. LAY LOGS MUST BE IN ONE PIECE FOR THE LENGTH(S) SHOWN - SPLICING OF TIMBER LOGS IS PROHIBITED. EACH TREATED LOG MUST BE BRANDED BY THE PRODUCER IN ACCORDANCE WITH AWWA M6.
  - A. CIRCUMFERENCE - MINIMUM LOG CIRCUMFERENCES, MEASURED 3 FEET FROM THE BUTT END, MUST BE: 36 INCHES FOR A SPECIFIED 12 INCH DIAMETER LOG.
  - B. PRESERVATIVE TREATMENT - FOR LUMBER IN CONTACT WITH BRACKISH WATER, SALT WATER, OR SALTWATER SPLASH, PRESERVATIVE TREATMENT SHALL BE WATERBORNE PRESERVATIVE IN ACCORDANCE WITH AWWA P5 - CHROMATED COPPER ARSENATE (CCA). FOR LUMBER NOT IN CONTACT WITH BRACKISH WATER, SALT WATER, OR SALT WATER SPLASH, TREATMENT MUST BE IN ACCORDANCE WITH AWWA U1 COMMODITY SPECIFICATION A: SAWN PRODUCTS WITH WATER-BORNE PRESERVATIVE (AWWA P5) EXCEPT THAT CHROMATED ZINC CHLORIDES, PENTACHLOROPHENOL-AMONIAL CAL SYSTEMS, AND ALKYL AMMONIUM COMPOUNDS ARE PROHIBITED.
  - C. FIELD TREATMENT - ALL CUTS, HOLES AND INJURIES SUCH AS HOLES FROM REMOVAL OF SPIKES OR NAILS THAT PENETRATE THE TREATED ZONE MUST BE FIELD TREATED WITH COPPER NAPHTHENATE CONFORMING TO AWWA P34.
5. **STEEL TIE ROD(S)** - TIE RODS SHALL CONFORM TO THE REQUIREMENTS OF ASTM A36 COVERING SHAPES, PLATES AND BARS OF STRUCTURAL QUALITY. TIE-RODS SHALL BE COMPLETELY GALVANIZED CONFORMING TO THE REQUIREMENTS OF ASTM A123 / ASTM A153. THE WEIGHT OF ZINC COATING PER SQUARE FOOT OF ACTUAL SURFACE SHALL AVERAGE NOT LESS THAN 22 OZ.
6. **HARDWARE** - HARDWARE CONSISTS OF BOLTS WITH NECESSARY NUTS AND WASHERS, TIMBER CONNECTORS, DRIFT PINS, DOWELS, NAILS, SCREWS, SPIKES, AND OTHER FASTENINGS. BOLTS AND NUTS MUST CONFORM TO ASTM A307. HARDWARE SHALL BE HOT-DIP GALVANIZED IN ACCORDANCE WITH ASTM A123 OR ASTM A153, AS APPLICABLE.



<b>G-1.1</b>	<b>PROJECT NO.</b> P-220321.00	<b>PROJECT</b> WATERFRONT DEVELOPMENT PREPARED FOR MS. CATHERINE DANIELOWICH LOCATED AT 104 FAIRWATER AVENUE CANAL 8 SUFFLOK COUNTY	<b>SCALE</b> N/A	<b>80 MILEMAN ROAD MASSAPEQUA, NY 11758</b>
	<b>DRAWN BY</b> DAC		<b>DATE</b> 07-31-23	
	<b>CHECKED BY</b> AMA		<b>REVISION NO.</b> 0	
			<b>SHEET</b>	<b>GENERAL NOTES</b>





LAT: +40.6522  
 LONG: -73.4379  
 CANAL 8

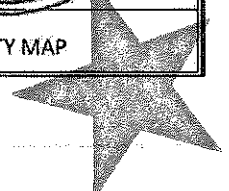
REF: AMITYVILLE QUADRANGLE NEW YORK 7.5-MIN SERIES

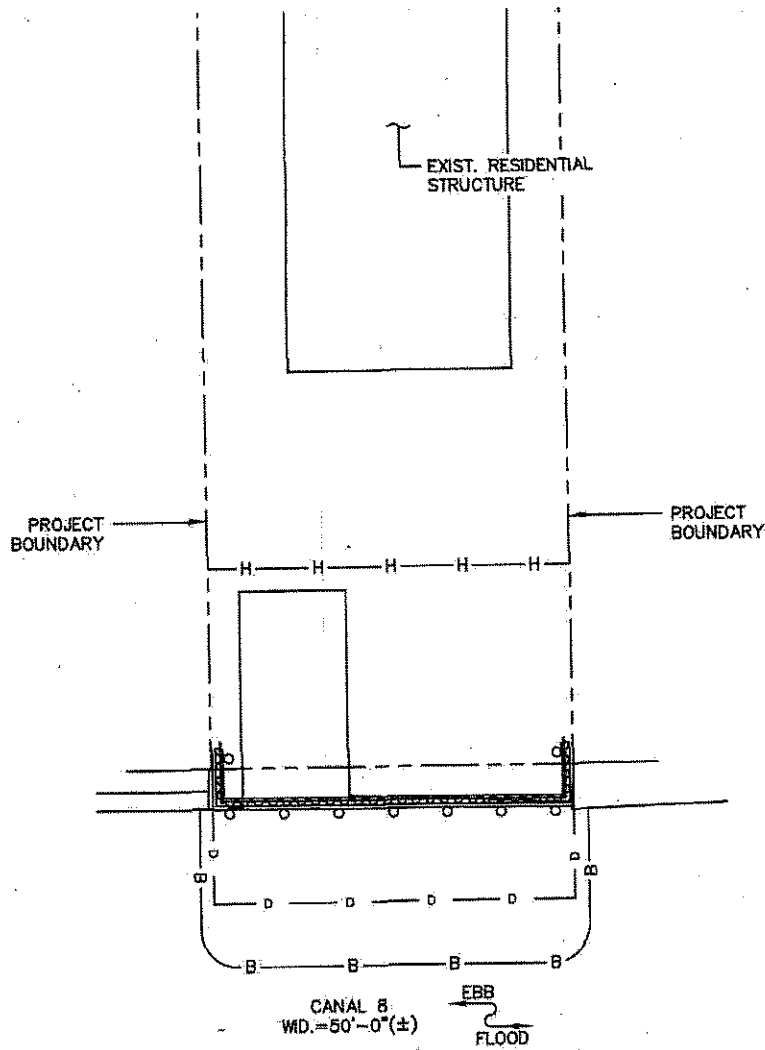
**VICINITY MAP**

SCALE: 1"=800'-0"



<b>G-1.2</b>	PROJECT NO. P-220321.00	<b>PROJECT</b>  <b>WATERFRONT DEVELOPMENT</b> PREPARED FOR MS. CATHERINE DANIELOWICH LOCATED AT 104 FAIRWATER AVENUE MASSAPEQUA CANAL 8 SUFFLOK COUNTY	SCALE 1"=800'-0"	Risk Management Solutions 25 KIPANS ROAD MASSACHUSETTS 01903	
	DRAWN BY DAC		DATE 07-31-23		SHEET
	CHECKED BY AMA		REVISION NO. 0		<b>VICINITY MAP</b>





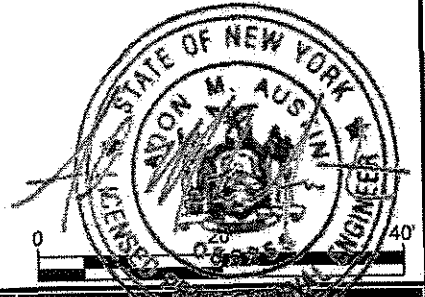
**PLAN**  
**SITE PROTECTION**

SCALE: 1"=20'-0"

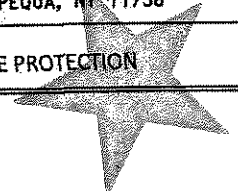
NOTE: DETAIL PROVIDED FOR ILLUSTRATION PURPOSE. CONTRACTOR RESPONSIBLE FOR PROVIDING PROTECTION PLAN. DRIVING OF PILES OUTSIDE OF TURBIDITY CURTAIN WITH DEBRIS BOOM PROHIBITED.

LEGEND:

- B-B- TURBIDITY CURTAIN W/ DEBRIS BOOM
- H-H- HAY BALE W/ FABRIC



SHEET NO. <b>G-1.3</b>	PROJECT NO. P-220321.00	PROJECT WATERFRONT DEVELOPMENT PREPARED FOR MS. CATHERINE DANIELOWICH LOCATED AT 104 FAIRWATER AVENUE CANAL 8 SUFFLOK COUNTY	SCALE 1"=20'-0"	Rising Tide Solutions 80 KILLIANS ROAD, #280 MASSAPEQUA, NY 11758
	DRAWN BY DAC		DATE 07-31-23	
	CHECKED BY AMA		REVISION NO. 0	

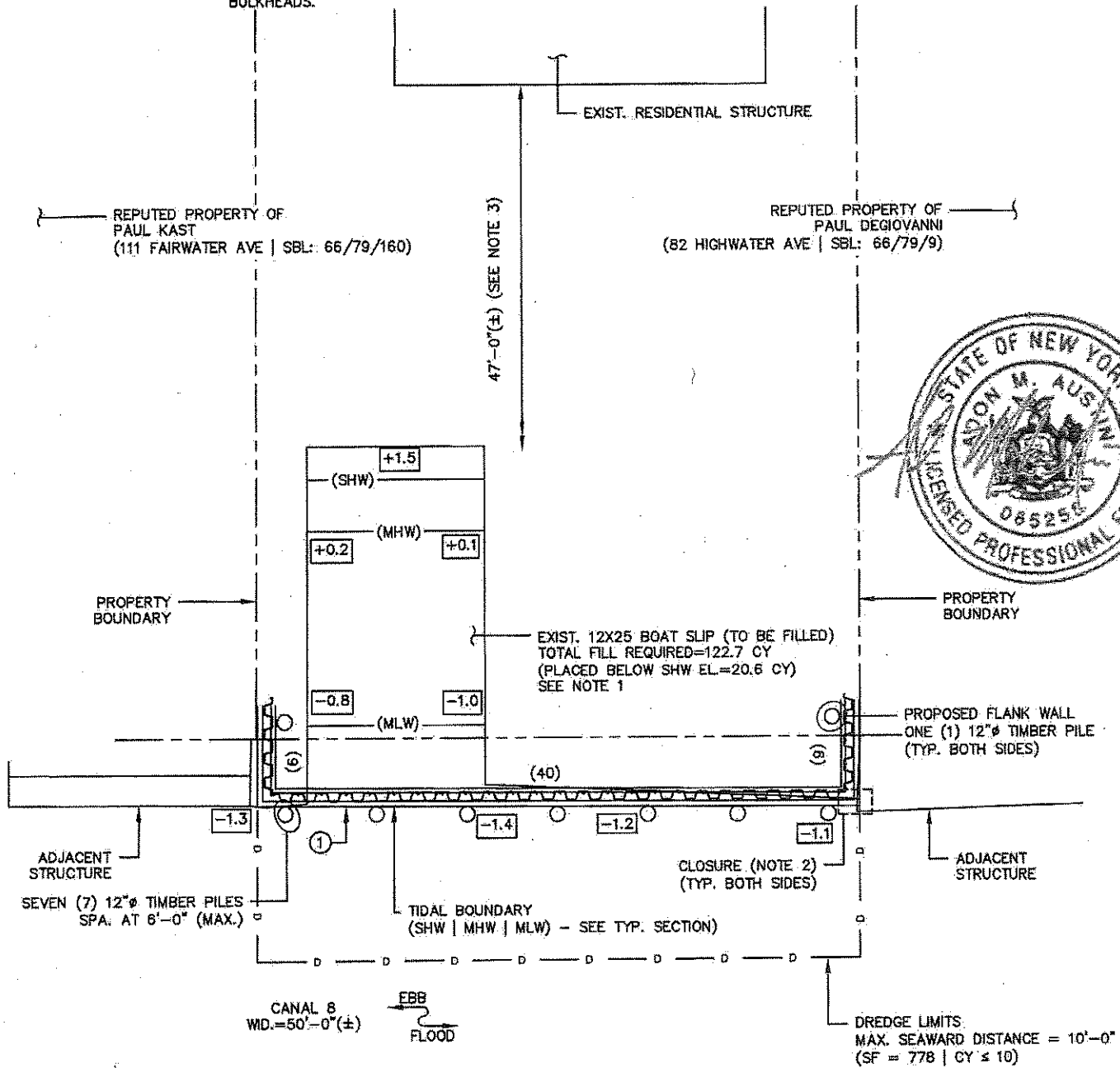




ITEM	STATE	ACTION	SIZE
1. BULKHEAD	EXISTING	REMOVE/RECONSTRUCT	52 LF

NOTE(S):

1. ALL FILL SHALL BE CLEAN FREE DRAINING FREE OF CONTAMINANTS AND REGULATED WASTES INCLUDING CONSTRUCTION DEBRIS THAT IS SOURCED FROM NYS DEC APPROVED SITE.
2. PROVIDE SEALED CLOSURE PREVENTING RETAINED FILL LOSS. SUBMIT CLOSURE DETAIL TO ENGINEER FOR APPROVAL PRIOR TO CONSTRUCTION.
3. DIMENSION TO CENTERLINE OF EXIST. BULKHEAD SCALED FROM SURVEY AND PROVIDED FOR REFERENCE ONLY. PROPOSED BULKHEAD SHALL EXTEND BETWEEN EXIST. INTERSECTIONS W/ NEIGHBORING BULKHEADS.



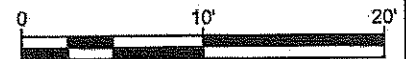
**LEGEND:**

(XX) BULKHEAD SEGMENT LENGTH IN FEET

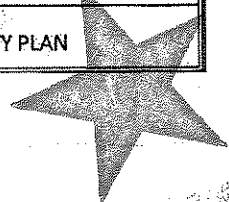
(XX) LANDS UNDERWATER ELEVATION (NAVD88)

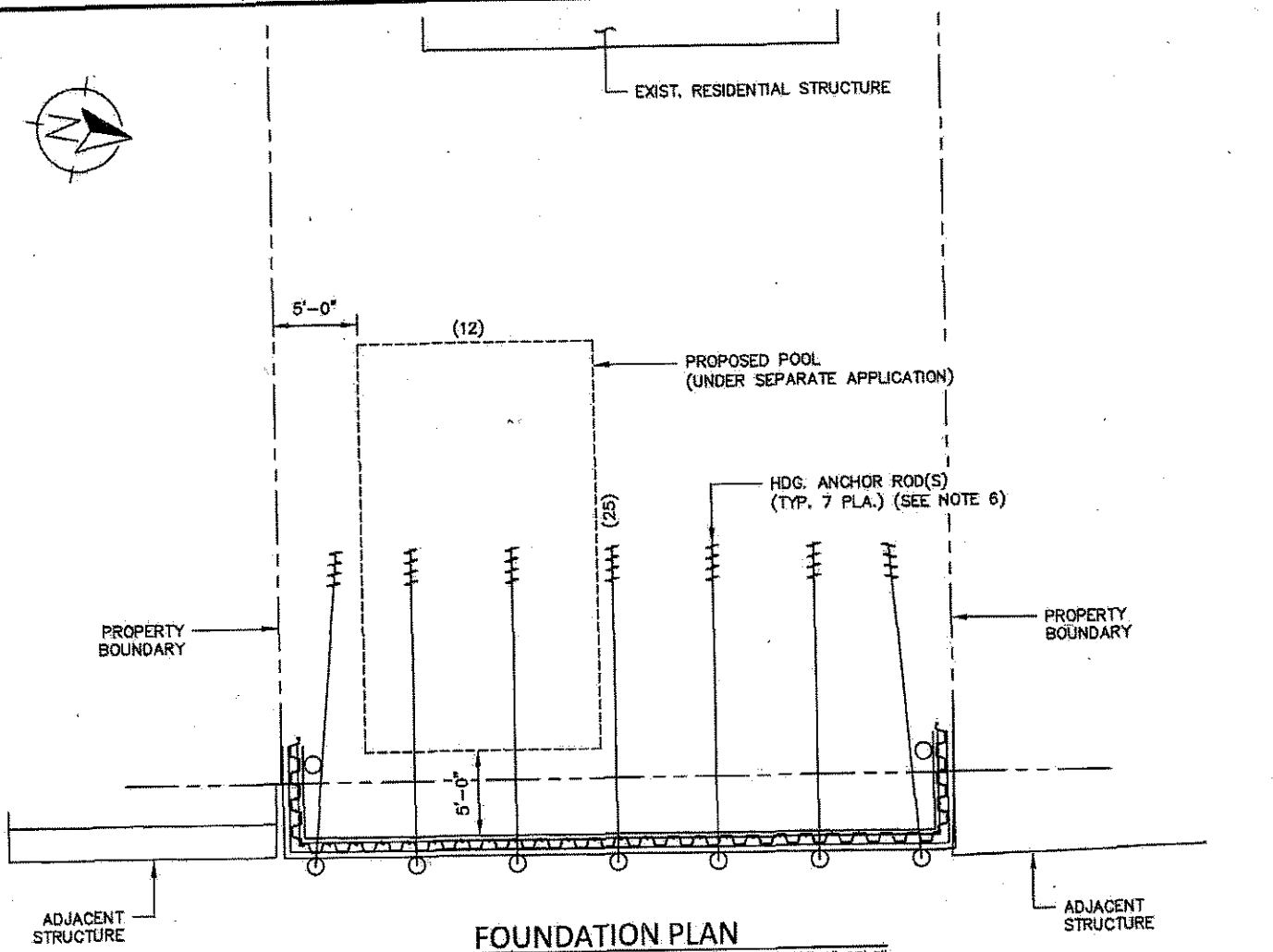
**FACILITY PLAN**

SCALE: 1"=10'-0"



SHEET NO. <b>G-1.4</b>	PROJECT NO. P-220321.00	PROJECT WATERFRONT DEVELOPMENT PREPARED FOR MS. CATHERINE DANIELOWICH LOCATED AT 104 FAIRWATER AVENUE MASSAPEQUA CANAL 8 SUFFLOK COUNTY	SCALE 1"=10'-0"	Rising Tide   Waterfront Solutions 80 KILLIANS ROAD, #280 MASSAPEQUA, NY 11758
	DRAWN BY DAC		DATE 07-31-23	
CHECKED BY AMA	REVISION NO. 0			





**FOUNDATION PLAN**

SCALE: 1"=10'-0"



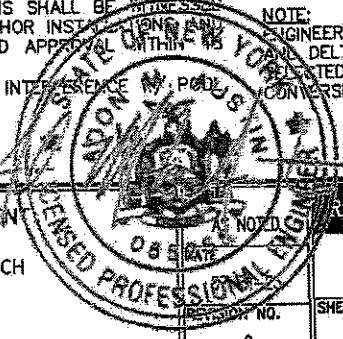
CANAL 8  
WID.=50'-0" (±)  
EBB  
FLOOD

**ANCHOR INSTALLATION NOTE(S):**

1. HELICAL ANCHORS, EXTENSIONS, AND APPURTENANCES SHALL BE HDG STEEL IN ACCORDANCE W/ ASTM A153 AND ESR-3052, LATEST REVISIONS.
2. HELICAL ANCHORS SHALL BE INSTALLED BY A FACTORY CERTIFIED TECHNICIAN. CONTRACTOR SHALL PROVIDE TRAINING/CERTIFICATION DOCUMENTATION TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO START OF WORK. ALL HELICAL ANCHORS MUST BE ICC APPROVED AND BE IN ACCORDANCE W/ NYC DOB BULLETIN 2011-011.
3. HELICAL ANCHOR LEAD SECTIONS SHALL BE 7 FT LONG W/ 1.5 INCH ROUND CORNER SQUARE SHAFTS. LEADS SHALL BE SCH 40 W/ MIN. 7500 FT LB TORQUE RATING.
4. HELICAL ANCHORS SHALL INCLUDE LEAD SECTION AND TWO EXTENSIONS (MIN.) FOR A MIN. TOTAL LENGTH OF 21 FT.
5. CONTRACTOR SHALL SUBMIT MOTOR AND ANCHOR SPECIFICATIONS TO ENGINEER FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION. ALL ANCHOR INSTALLATION OPERATIONS SHALL BE WITNESSED BY A LICENSED ENGINEER. CONTRACTOR SHALL MAINTAIN RECORDS OF ANCHOR INSTALLATIONS AND SUBMIT HELICAL INSTALLATION LOGS TO THE ENGINEER FOR REVIEW AND APPROVAL WITHIN 48 HOURS OF ANCHOR INSTALLATION.
6. BULKHEAD FOUNDATION TO BE ALIGNED BY THE CONTRACTOR TO PREVENT INTERFERENCE W/ POOL SLAB AND POOL FOUNDATIONS

HELICAL ANCHOR INSTALLATION SPECIFICATIONS			
ANGLE	Q ANCHOR	TORQUE (FT-LB)	Δp (psi)
<15			NOT PERMITTED
15	17.5	SEE NOTE	SEE NOTE
20	18.0		
30	19.5		
45	23.9		
>45			NOT PERMITTED

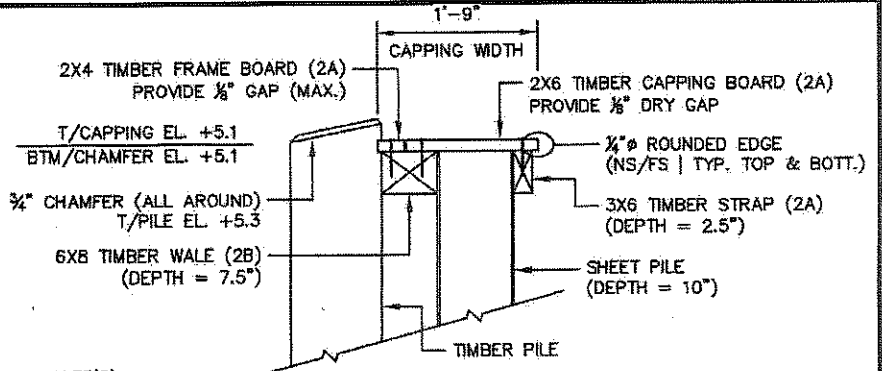
NOTE: ENGINEER SHALL PROVIDE REQUIRED TORQUE AND DELTA PRESSURE BASED ON CONTRACTOR SELECTED MOTOR MODEL AND SPECIFIED CONVERSION FACTOR.



SHEET NO. <b>S-1.0</b>	PROJECT NO. P-220321.00	PROJECT WATERFRONT DEVELOPMENT PREPARED FOR MS. CATHERINE DANIELOWICH LOCATED AT 104 FAIRWATER AVENUE CANAL 8 SUFFLOR COUNTY	Rising Tide   Waterfront Solutions 80 KILLIANS ROAD, #280 MASSAPEQUA, NY 11758	
	DRAWN BY DAC			SHEET <b>FOUNDATION PLAN</b>
	CHECKED BY AMA			

**NOTE(S):**

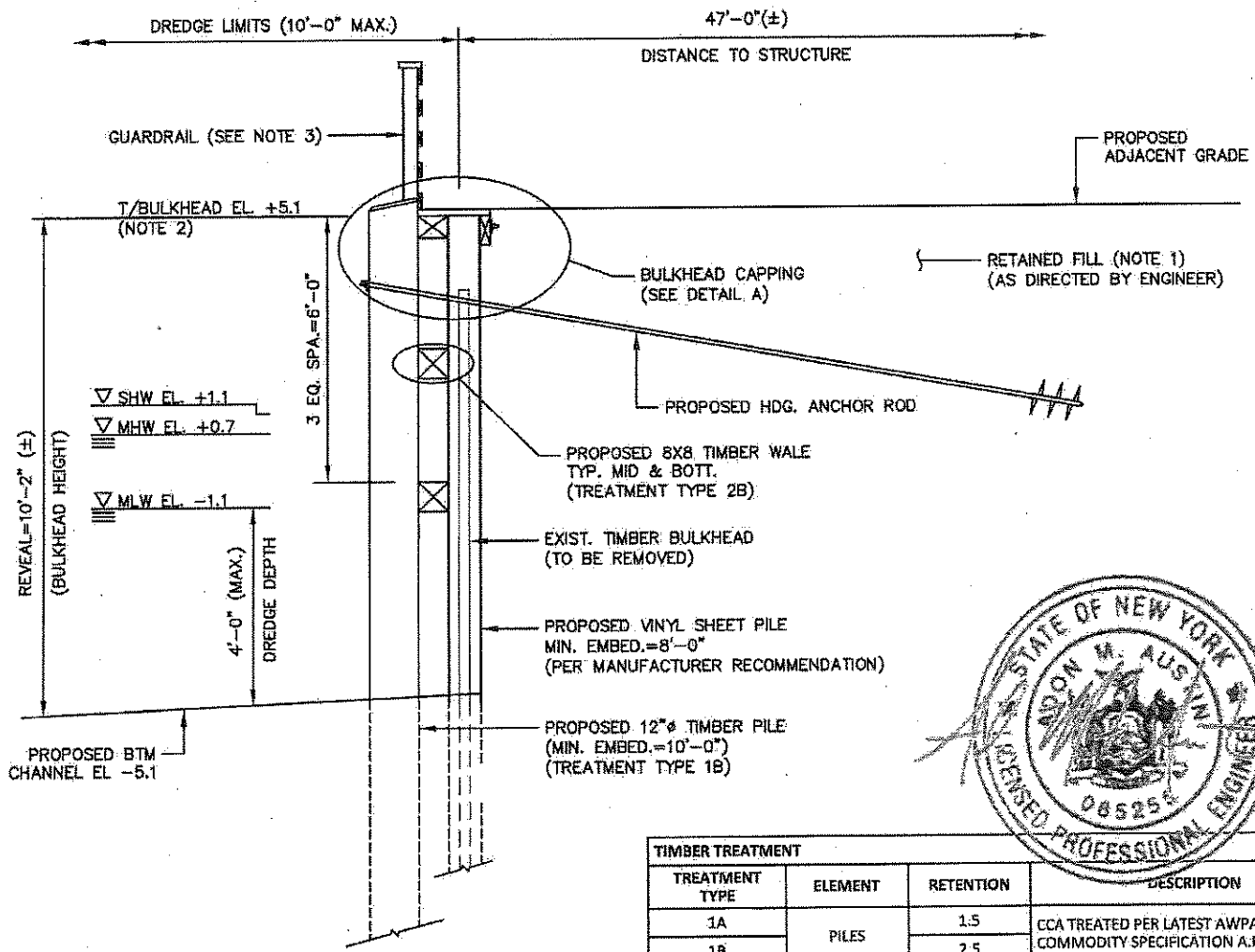
1. FILL: ALL ADDITIONAL FILL WILL BE CLEAN FREE DRAINING FREE OF CONTAMINANTS AND REGULATED WASTES INCLUDING CONSTRUCTION DEBRIS THAT IS SOURCED FROM NYS DEC APPROVED SITE.
2. BULKHEAD ELEVATION: T/PROPOSED BULKHEAD TO BE RAISED 18 INCHES (MAX.) THAN EXISTING T/BULKHEAD ELEVATION.
3. GUARDRAIL: INSTALL PER REQUIREMENTS OF NYS RESIDENTIAL BUILDING CODE AS DIRECTED BY THE TOWN OR VILLAGE.



**NOTE(S):**

1. PROVIDE 1/2" DRIP EDGE (TYP. BOTH SIDES).
2. FASTEN CAPPING W/ NO. 10 STAINLESS STEEL SCREW (LEN.=3") W/ 1.5" UNTHREADED SHANK. 24" SPACE ALONG FRAME BOARD. PROVIDE TWO (2) FASTENERS PER END PER CAPPING BOARD W/ EDGE DISTANCE = 1.5"

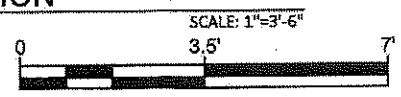
**DETAIL A**  
**BULKHEAD CAPPING** N.T.S



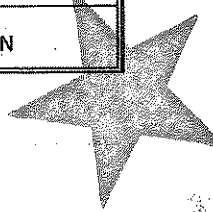
TIMBER TREATMENT			
TREATMENT TYPE	ELEMENT	RETENTION	DESCRIPTION
1A	PILES	1.5	CCA TREATED PER LATEST AWPAS STANDARDS, COMMODITY SPECIFICATION A.P 3.0
1B		2.5	
2A	FRAMING	1.5	CCA TREATED PER LATEST AWPAS STANDARDS, COMMODITY SPECIFICATION A.P 3.0
2B		2.5	
3A		1.5	ACQ TREATED PER AWPAS ACQ-D
3B		2.5	

TYP

**SECTION**

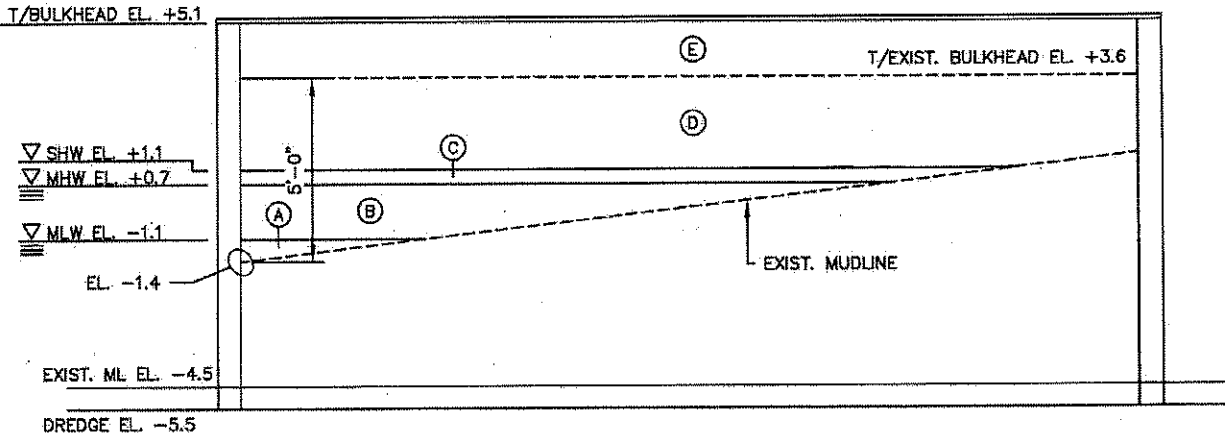


SHEET NO. <b>S-1.1</b>	PROJECT NO. P-220321.00	PROJECT <b>WATERFRONT DEVELOPMENT</b> PREPARED FOR MS. CATHERINE DANIELOWICH LOCATED AT 104 FAIRWATER AVENUE MASSAPEQUA CANAL 8 SUFFLOK COUNTY	SCALE 1"=3'-6"	Rising Tide   Waterfront Solutions 80 KILLIANS ROAD, #280 MASSAPEQUA, NY 11758
	DRAWN BY DAC		DATE 07-31-23	
	CHECKED BY AMA		REVISION NO. 0	



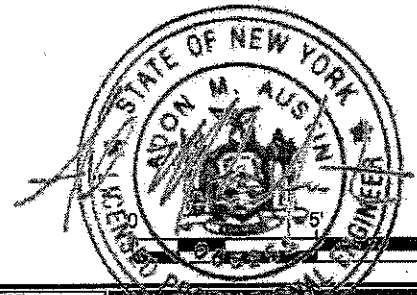
**SCHEDULE 1: FILL PLACED W/I SLIP BELOW VERTICAL ELEVATION**

TAG	DATUM	FILL (CY)
A	MEAN LOW WATER	0.3
B	MEAN HIGH WATER	8.4
C	SPRING HIGH WATER	11.9
D	T/ EXIST. BULKHEAD	42.7
E	T/ PROPOSED BULKHEAD	59.4



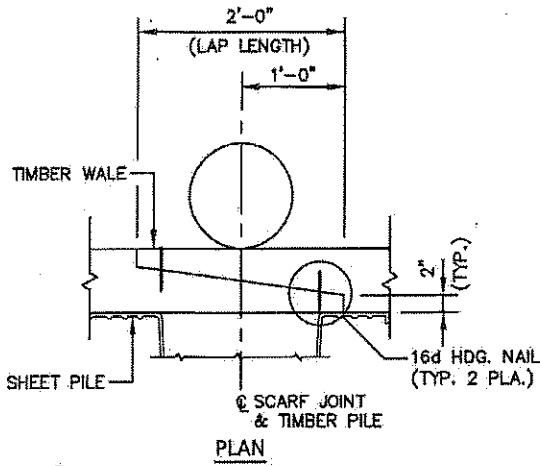
**SECTION  
BOAT SLIP**

SCALE: 1"=5'-0"

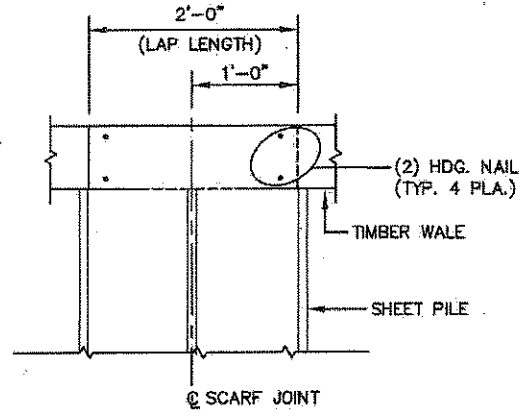


10'

SHEET NO. <b>S-2.0</b>	PROJECT NO. P-220321.00	PROJECT <b>WATERFRONT DEVELOPMENT</b> PREPARED FOR <b>MS. CATHERINE DANIELOWICH</b> LOCATED AT <b>104 FAIRWATER AVENUE</b>  MASSAPEQUA CANAL 8 SUFFLOK COUNTY	SCALE 1"=5'-0"	 80 KILLIANS' ROAD, #280 MASSAPEQUA, NY 11758
	DRAWN BY DAC		DATE 07-31-23	
	CHECKED BY AMA		REVISION NO. 0	
			SHEET <b>BOAT SLIP SECTION</b>	



PLAN



ELEVATION

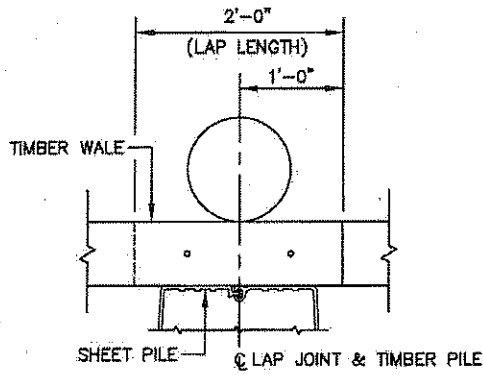
NOTE: PILE NOT SHOWN FOR CLARITY

TYP

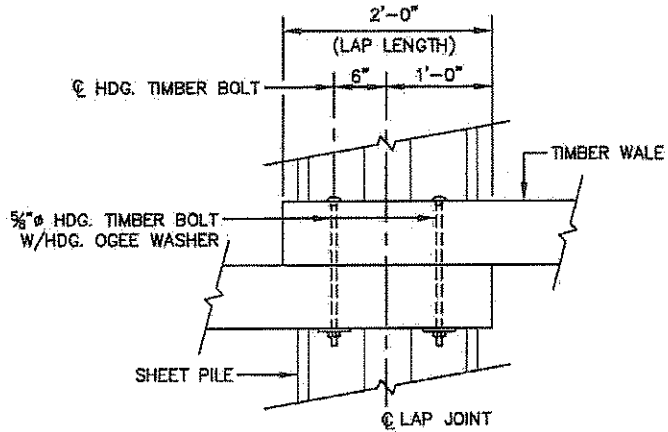
DETAIL

SCARF JOINT

NOTE: SEE TYPICAL CONNECTIONS FOR ADDITIONAL FASTENERS (NOT SHOWN) N.T.S.



PLAN



ELEVATION

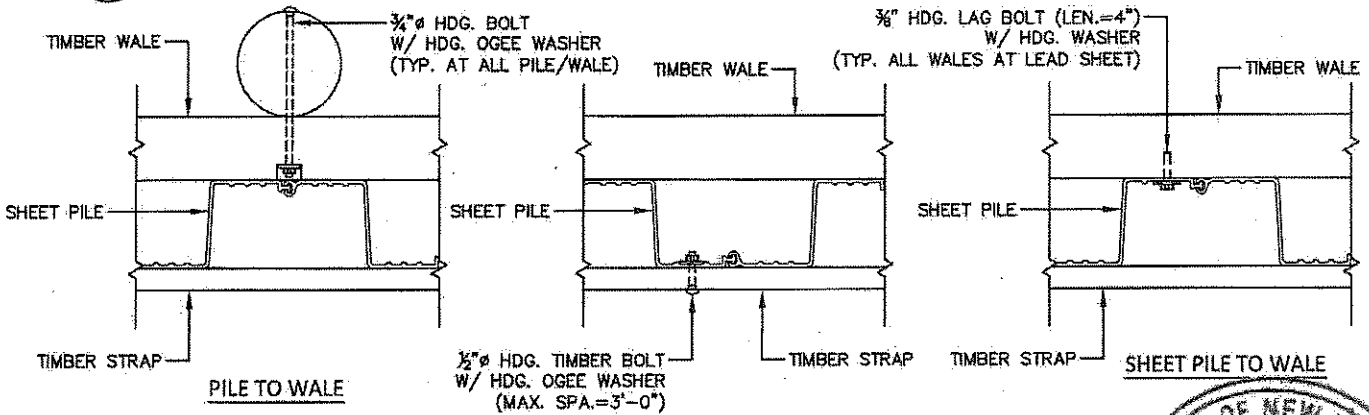
NOTE: PILE NOT SHOWN FOR CLARITY

N.T.S.

TYP

DETAIL

LAP JOINT



TYP

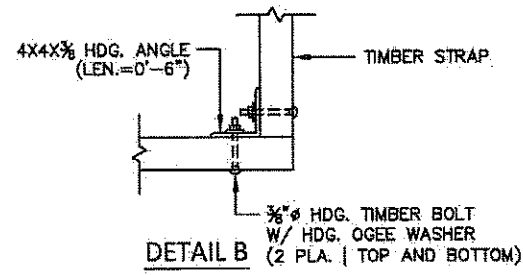
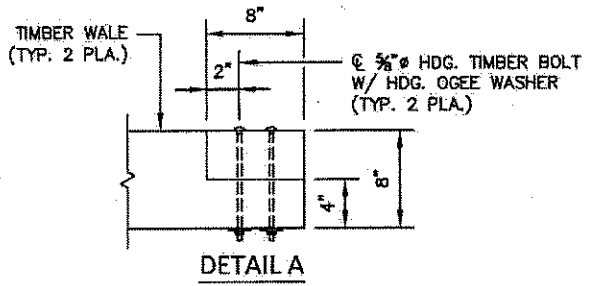
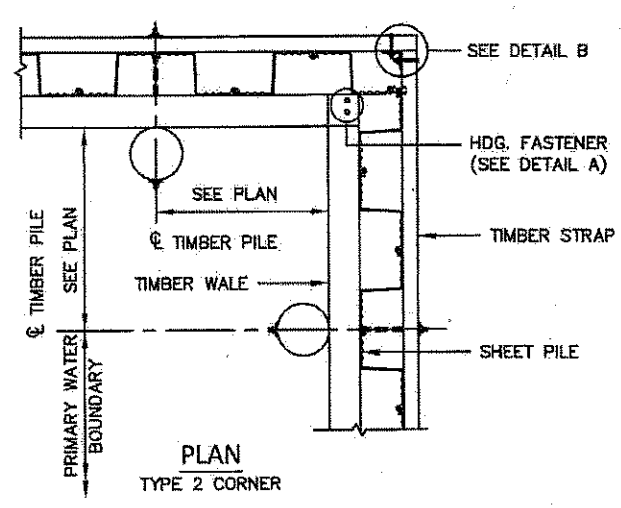
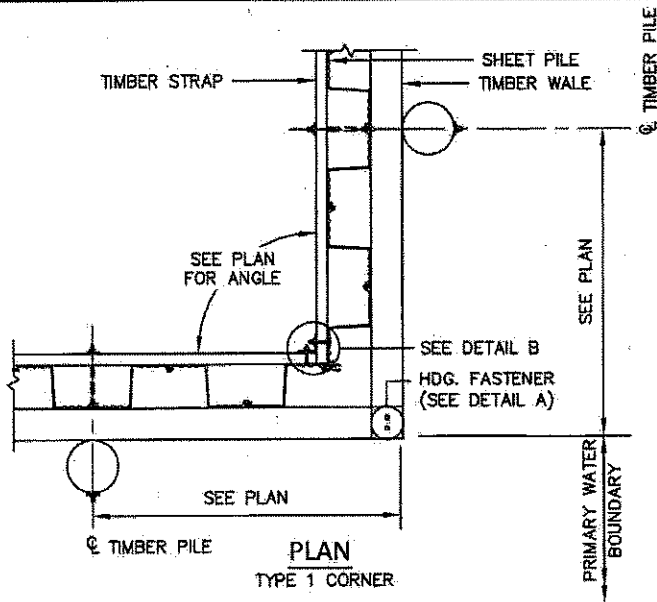
DETAIL

MISCELLANEOUS CONNECTION(S)

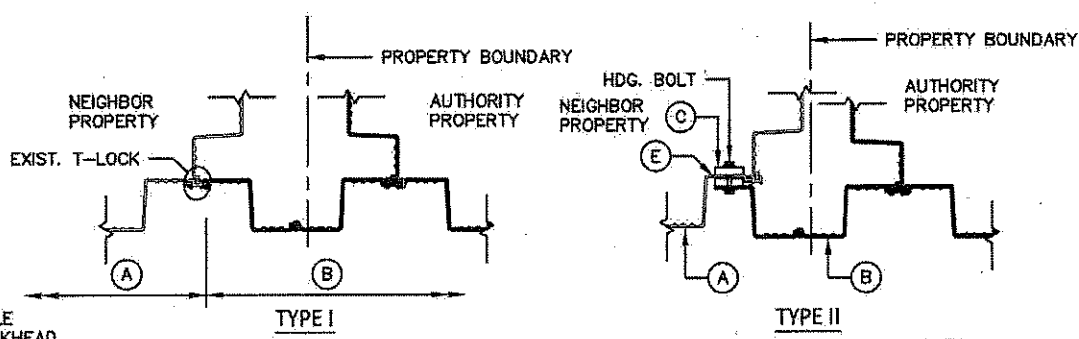
N.T.S.

SHEET NO. <b>S-3.0</b>	PROJECT NO. P-220321.00	PROJECT WATERFRONT DEVELOPMENT PREPARED FOR MS. CATHERINE DANIELOWICH LOCATED AT 104 FAIRWATER AVENUE CANAL 8 SUFFLOK COUNTY	SCALE N.T.S.	
	DRAWN BY DAC		DATE 07-31-23	
CHECKED BY AMA	MASSAPEQUA		REVISION NO. 0	SHEET BULKHEAD CONNECTION DETAILS



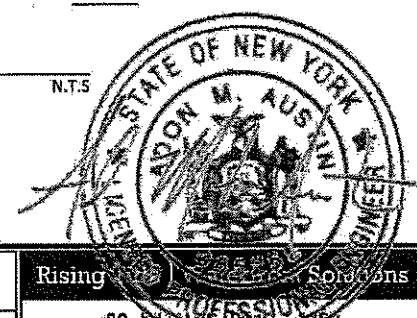


**TYP** **DETAIL BULKHEAD CORNER** N.T.S.

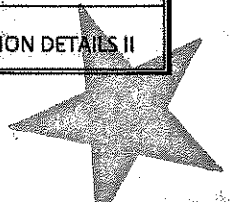


- BILLING SCHEDULE:**
- A. EXIST. NEIGHBOR SHEET PILE
  - B. PROPOSED SHEET PILE BULKHEAD
  - C. 2X6 TREATED SYP. TIMBER CLAMP
  - D. 3X10 T/G TREATED SYP. TIMBER SHEET PILE
  - E. GEOTEXTILE FABRIC (US 203 OR BETTER)
- NOTE(S):**
- 1. ALL FASTENERS TO BE 1/2" DIA. HDG BOLT W/ HDG. WASHER.
  - 2. EMBED VERTICAL TIMBER MEMBERS 3 FT. INTO BOTTOM.

**TYP** **DETAIL BULKHEAD CLOSURE** N.T.S.



SHEET NO. <b>S-3.1</b>	PROJECT NO. P-220321.00	PROJECT <b>WATERFRONT DEVELOPMENT</b> PREPARED FOR <b>MS. CATHERINE DANIELOWICH</b> LOCATED AT <b>104 FAIRWATER AVENUE</b> <b>MASSAPEQUA CANAL &amp; SUFFLOK COUNTY</b>	SCALE N.T.S.	Rising 80 RIBS MASSAPEQUA, NY 11758
	DRAWN BY DAC		DATE 07-31-23	
	CHECKED BY AMA		REVISION NO. 0	





Reviewed By  
Office of Town Attorney  
*Ralph P. O'Keefe*

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated March 14, 2024, requested Town Board authorization for the Supervisor or his designee to execute an agreement, as negotiated and approved by the Office of the Town Attorney, to retain the professional services of Dragonfly ABA, LLC, 3 Hines Court, Farmingdale, NY 11735, to provide one-on-one services for the participants of the Group Activities Program's Summer Camp from June 1, 2024 through August 31, 2024, at a rate of \$55.00 per hour, for a total cost not to exceed \$8,800.00, with funds available in Account No. CYS A 7020 47660 000 0000, Special Events; and

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

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and Town Board hereby authorizes the Supervisor and/or his designee to execute an agreement, as negotiated and approved by the Office of the Town Attorney, to retain the professional services of Dragonfly ABA, LLC, 3 Hines Court, Farmingdale, NY 11735, to provide one-on-one services for the participants of the Group Activities Program's Summer Camp from June 1, 2024 through August 31, 2024, at a rate of \$55.00 per hour, for a total cost not to exceed \$8,800.00, with funds available in Account No. CYS A 7020 47660 000 0000, Special Events; and be it further

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

-#-

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

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

TOWN OF OYSTER BAY  
Inter-Departmental Memorandum

March 14, 2024

TO: Memorandum Docket

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

SUBJECT: 2024 Dragonfly ABA, LLC

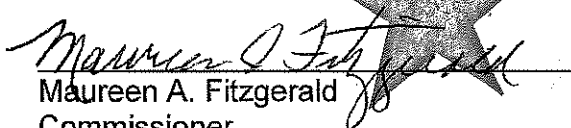
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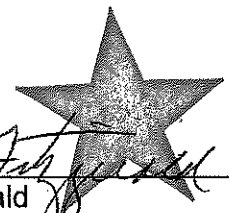
The Department of Community & Youth Service requests Town Board authorization to retain the professional services of Dragonfly ABA, LLC, 3 Hines Court, Farmingdale, NY 11735, to provide one-on-one support services for the participants of the Group Activities Program's Summer Camp.

The Agreement would be effective from June 1, 2024 through August 31, 2024, at a rate of \$55.00 per hour, for a total cost not to exceed \$8,800. Funds for these services are available in account CYS A 7020 47660 000 0000, *Special Events*.

Last year, this service was authorized by Town Board Resolution No. 387-2023, dated June 27, 2023. In accordance with Guideline 5, Section C of the Town of Oyster Bay's Procurement Policy these services are exempt from the solicitation and written proposal procedures. The proposed vendor's Disclosure Questionnaire has been reviewed and satisfies the Town's Procurement Policy.

Therefore, it is respectfully requested that the Town Board authorize the Agreement as negotiated and approved by the Town Attorney's Office. The Department also requests that the Supervisor and/or his designee execute said Agreement.

  
Maureen A. Fitzgerald  
Commissioner



MAF:iw  
Attachments

APR  
Reviewed By  
Office of Town Attorney  
America Waite

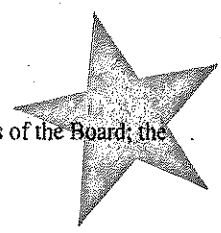
WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated June 2, 2023, requested Town Board authorization for the Supervisor and/or his designee to execute the attached agreement to retain the professional services of Dragonfly ABA, LLC, 3 Hines Court, Farmingdale, NY 11735, to provide one-on-one services for the participants of the Group Activities Program's Summer Camp from June 1, 2023 through August 31, 2023, *nunc pro tunc*, at a rate of \$55.00 per hour, for a total cost not to exceed \$8,800.00, with funds available in Account No. CYS A 7020 47660 000 0000, Special Events; and

WHEREAS, the proposed vendor's disclosure questionnaires have been reviewed and Guideline 5, Section b of the Town Procurement Policy, which exempts these services from solicitation and written proposal requirements of the policy, has been complied with; and

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and Town Board hereby authorizes the Supervisor and/or his designee to execute the attached agreement to retain the professional services of Dragonfly ABA, LLC, 3 Hines Court, Farmingdale, NY 11735, to provide one-on-one services for the participants of the Group Activities Program's Summer Camp from June 1, 2023 through August 31, 2023, *nunc pro tunc*, at a rate of \$55.00 per hour, for a total cost not to exceed \$8,800.00, with funds available in Account No. CYS A 7020 47660 000 0000, Special Events; and be it further

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

-#-



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

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

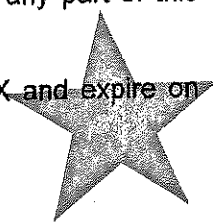
**Agreement**

This Agreement made the XX day of XXXX, 20XX, by and between the Town of Oyster Bay's Department of Community and Youth Services (hereinafter referred to as "TOWN") and XXXX XXXXXXXXXXXX, X XXXXXXXX XXX, XXXXXX, New York XXXXX (hereinafter referred to as "CONTRACTOR") for the purpose of providing XXXX.

It is mutually agreed by and between both parties as follows:

1. CONTRACTOR agrees to provide XXXXXXXX to Town of Oyster Bay residents through this agreement with the Department of Community & Youth Services.
2. CONTRACTOR agrees to follow the schedule of days, times, and locations assigned by the Commissioner of the Department of Community and Youth Services, and/or her designee.
3. For the duration of the Agreement, TOWN agrees to pay CONTRACTOR the sum of \$XX.00 per hour, the total hours of instruction shall not exceed XXX hours and total payment shall not exceed \$X,XXXX.00. When the Agreement has been executed and classes for a month have been completed the CONTRACTOR shall submit a claim to the Department. The claim shall consist of an invoice, detailing the services provided, and a duly certified *Town of Oyster Bay Claim Form*. The claim for payment shall be submitted to the Office of the Comptroller at the end of each month.
4. CONTRACTOR agrees that he/she is, and at all times shall be deemed to be, an independent contractor, and shall not at any time or for any purpose be deemed an employee of TOWN, and that CONTRACTOR shall not in any manner whatsoever, by her actions or deed, commit TOWN to any obligation irrespective of the nature thereof.
5. CONTRACTOR agrees to defend, indemnify and hold harmless the Town, its officers and employees, from any and all claims, suits, losses, damages, or injury to person or property of whatsoever kind or nature, whether direct or indirect, arising out of the performance of this agreement as a result of the carelessness, recklessness, negligence or improper conduct of CONTRACTOR and/or its subcontractors, agents or employees
6. CONTRACTOR shall not assign, transfer, sublet or otherwise dispose of any part of this agreement without prior written consent from the TOWN.

It is further agreed that this Agreement will commence on XXX XX, 20XX and expire on XXXXXXXX XX, 20XX.



\_\_\_\_\_  
SIGNATURE OF CONTRACTOR

\_\_\_\_\_  
SIGNATURE OF COMMISSIONER

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Reviewed By  
Office of Town Attorney - *Form*  
*[Handwritten Signature]*

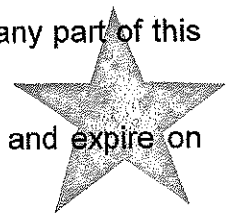
**Agreement**

This Agreement made the 1st day of June, 2024, by and between the Town of Oyster Bay's Department of Community and Youth Services (hereinafter referred to as "TOWN") and Dragonfly Applied Behavior Analysis, 3 Hines Court, Farmingdale, NY 11735 (hereinafter referred to as "CONTRACTOR") for the purpose of providing one-on-one supportive services for the GAP Program Summer Camp.

It is mutually agreed by and between both parties as follows:

1. CONTRACTOR agrees to provide one-on-one supportive services to assist participants in the Town of Oyster Bay's Group Activities Program (GAP) Summer Camp through this agreement with the Department of Community & Youth Services.
2. CONTRACTOR agrees to follow the schedule of days, times, and locations assigned by the Commissioner of the Department of Community and Youth Services, and/or her designee.
3. For the duration of the Agreement, TOWN agrees to pay CONTRACTOR the sum of \$55.00 per hour, the total cost not to exceed \$8,800.00. Once the Agreement has been executed payment shall be made after services have been completed and upon submission, by CONTRACTOR, of a duly certified claim form approved by TOWN and filed in the Office of the Comptroller.
4. CONTRACTOR agrees that they are, and at all times shall be deemed to be, an independent contractor, and shall not at any time or for any purpose be deemed an employee of TOWN, and that CONTRACTOR shall not in any manner whatsoever, by their actions or deed, commit TOWN to any obligation irrespective of the nature thereof.
5. CONTRACTOR agrees to defend, indemnify and hold harmless the Town, its officers and employees, from any and all claims, suits, losses, damages, or injury to person or property of whatsoever kind or nature, whether direct or indirect, arising out of the performance of this agreement as a result of the carelessness, recklessness, negligence or improper conduct of CONTRACTOR and/or its subcontractors, agents or employees
6. CONTRACTOR shall not assign, transfer, sublet or otherwise dispose of any part of this agreement without prior written consent from the TOWN.

It is further agreed that this Agreement will commence on June 1, 2024 and expire on August 31, 2024.



\_\_\_\_\_  
CONTRACTOR

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

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

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

WHEREAS, by Resolution No. 252-2022, adopted on March 29, 2022, the Town Board authorized the Town Supervisor, or his designee, to execute a license agreement (prepared by the Office of the Town Attorney), with North Shore Community Youth Organization, Inc., 8 Underhill Road, Glen Head, New York 11545, to utilize a portion of the Town of Oyster Bay Glen Head Community Center for administrative office work and use as a gathering area associated with its not-for-profit corporation's youth programs and activities, for a one-year term, from April 1, 2022 through and including March 31, 2023, with four (4) one-year renewal options at the discretion of the Town; and

WHEREAS, by Resolution No. 123-2023, adopted on February 28, 2023, the Town Board authorized the exercise of the first one-year renewal option, extending the term of the licensing agreement, for the period beginning April 1, 2023 through and including March 31, 2024; and

WHEREAS, Maureen A. Fitzgerald; Commissioner, Department of Community and Youth Services, by memorandum dated March 14, 2024, requested that the Town Board exercise the second one-year renewal option, extending the term of the licensing agreement for the period beginning April 1, 2024 through and including March 31, 2025, nunc pro tunc; and

WHEREAS, the Town has reviewed the Vendor's Disclosure Questionnaire and has been satisfied that the Town Procurement Policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Town Board hereby exercises the second one-year renewal option, extending the term of the licensing agreement with North Shore Community Youth Organization, Inc., for the right to utilize a portion of the Town of Oyster Bay Glen Head Community Center, for administrative office work, and for use as a gathering area associated with its not-for-profit corporation's youth programs and activities, for the period beginning for the period beginning April 1, 2024 through and including March 31, 2025, nunc pro tunc; and be it further

RESOLVED, That the Supervisor, or his designee, is hereby authorized to enter into, and to execute, any and all papers and documents necessary to implement the exercise of the second one-year renewal option extending the term of the licensing agreement with North Shore Community Organization, Inc.

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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	Absent
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

TOWN OF OYSTER BAY  
Inter-Departmental Memorandum

March 14, 2024

TO: Memorandum Docket

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


SUBJECT: Licensing Agreement – North Shore Community Youth Organization

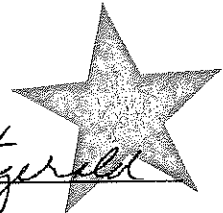
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In response to a request from the Executive Director of the North Shore Community Youth Organization, Incorporated, the Department of Community and Youth Services requests that the Town Board authorize a second one-year extension of a licensing agreement with the agency. The licensing agreement allows the organization to utilize a portion of the Glen Head Community Center. Town Board Resolution No. 252-2022, dated March 29, 2022 authorized the initial agreement from April 1, 2022 through March 31, 2023 with four (4) one-year extension options at the Town's discretion.

Town Board Resolution No. 123-2023, dated February 28, 2023 authorized the first one-year extension of the agreement from April 1, 2023 through March 31, 2024. If approved, the second extension of the agreement will be for the period, nunc pro tunc, from April 1, 2024 through March 31, 2025.

North Shore Community Youth Organization, Incorporated's Disclosure Questionnaire has been reviewed and satisfies the Town's Procurement Policy. The licensing agreement was written by the Office of the Town Attorney.

  
Maureen A. Fitzgerald  
Commissioner



MAF:iw  
Attachments

Meeting of March 29, 2022

Resolution No 252-2022

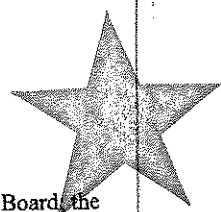
WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memoranda dated March 16, 2022 and March 21, 2022, requested that the Town Board authorize the Supervisor, or his designee, to execute a license agreement, prepared by the Office of the Town Attorney, with North Shore Community Youth Organization, Inc., 8 Underhill Road, Glen Head, New York 11545, to utilize a portion of the Town of Oyster Bay Glen Head Community Center, for administrative office work and use as a gathering area associated with its a not-for-profit corporation's youth programs and activities, with no license fee charged to North Shore Community Youth Organization, Inc. in consideration thereof, for a one-year term from April 1, 2022 through March 31, 2023, with four (4) one-year renewal options, at the discretion of the Town; and

REVIEWED BY  
OFFICE OF TOWN ATTORNEY

WHEREAS, this corporation has been vetted through the Exiger System, and the Office of the Inspector General has reviewed the Vendor's Disclosure Questionnaire and is satisfied that the Town Procurement Policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Supervisor, or his designee, is authorized to execute a license agreement, prepared by the Office of the Town Attorney, with North Shore Community Youth Organization, Inc., 8 Underhill Road, Glen Head, New York 11545, to utilize a portion of the Town of Oyster Bay Glen Head Community Center, for administrative office work and use as a gathering area associated with its a not-for-profit corporation's youth programs and activities, with no license fee charged to North Shore Community Youth Organization, Inc. in consideration thereof, for a one-year term from April 1, 2022 through March 31, 2023, with four (4) one-year renewal options, at the discretion of the Town.

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



WHEREAS, by Resolution No. 252-2022, adopted on March 29, 2022, the Town Board authorized the Town Supervisor, or his duly appointed designee, to enter into a licensing agreement with North Shore Community Youth Organization, Inc., 8 Underhill Road, Glen Head, New York 11545, to utilize a portion of the Town of Oyster Bay Glen Head Community Center for administrative office work and use as a gathering area associated with its not-for-profit corporation's youth programs and activities, for a one-year term from April 1, 2022 through and including March 31, 2023, with four (4) one-year renewal options at the discretion of the Town; and

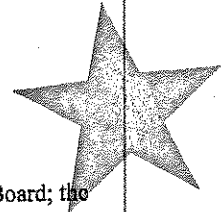
WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated February 2, 2023, requested that the Town Board exercise the first one-year renewal option, extending the term of the licensing agreement for a period beginning April 1, 2023 through and including March 31, 2024; and

WHEREAS, this corporation has been vetted through the Exiger System, and the Office of Inspector General has reviewed the Vendor's Disclosure Questionnaire and is satisfied that the Town Procurement Policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, that the Town Board may exercise the first one-year renewal option, extending the term of the licensing agreement with North Shore Community Youth Organization, Inc., for the right to utilize a portion of the Town of Oyster Bay Glen Head Community Center for a period beginning April 1, 2023 through and including March 31, 2024.

-#-

Reviewed By  
Office of Town Attorney



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

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

## LICENSE AGREEMENT

DATED: April 1, 2024

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", acting for and on behalf of the DEPARTMENT OF COMMUNITY AND YOUTH SERVICES, and hereinafter referred to as the "DEPARTMENT";

NORTH SHORE COMMUNITY YOUTH ORGANIZATION, INC., a New York not-for-profit corporation, located at 8 Underhill Road, Glen Head, New York 11545, and hereinafter referred to as the "ORGANIZATION".

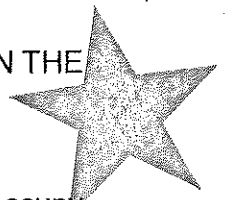
### WITNESSETH:

WHEREAS, it is the general intent and purpose of this Agreement for ORGANIZATION to utilize a portion of the TOWN's Glen Head Community Center (the "FACILITY"), for administrative office work and use as a gathering area associated with its not-for-profit corporation's youth programs and activities, and

WHEREAS, the Town Board deems it in the best interest of the TOWN to enter into an agreement with ORGANIZATION, with no license fee charged to ORGANIZATION in consideration of the above,

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

1. The TOWN hereby grants a license to ORGANIZATION to occupy and use the premises allocated to it, which shall consist of the two office rooms, the two



large gathering rooms and adjacent bathroom, each located in the southeast corner of the community center building, of the main floor of the FACILITY, located at 200 Glen Head Road, Glen Head, New York 11545 hereinafter referred to as the "AREA", for no other purpose than intended.

#### PURPOSE

2. The space allocated to ORGANIZATION pursuant to this Agreement shall be used for administrative office purposes and as a gathering area associated with the administration of ORGANIZATION's programs only, and for no purpose other than these stated purposes. Under no circumstances shall ORGANIZATION utilize any other space in the FACILITY other than the space allocated to ORGANIZATION for these purposes. Under no circumstances shall ORGANIZATION's administrative office work and use as a gathering area associated with administration of ORGANIZATION's programs, interfere with any scheduled events or other functions of the TOWN at the FACILITY. ORGANIZATION shall coordinate all administrative office work and use of the FACILITY as a gathering area associated with administration of ORGANIZATION's programs, with the TOWN to avoid such interference.

#### MAINTENANCE AND IMPROVEMENTS

3. a. Any improvements or alterations to the building will require written approval of the TOWN and will become the property of the TOWN once constructed or implemented.

b. Improvements, alterations, use and occupancy must comply with all state, federal and local laws and regulations and are subject to review by the DEPARTMENT.

c. The TOWN shall be responsible for repairs and replacement of major mechanical systems to include HVAC, water heaters, electrical systems, plumbing systems, and structural elements of the building as required.

d. ORGANIZATION shall be responsible for the cleaning of the AREA.

e. The TOWN shall be responsible for all utility charges at the FACILITY, except for telephone, cable and internet service.

f. ORGANIZATION shall pay for its own telephone, cable and internet service used in the conduct of its business.

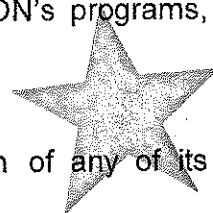
#### SCHEDULING

4. ORGANIZATION may use the two office rooms, the two large gathering rooms and adjacent bathroom, each located in the southeast corner of the community center building, of the main floor of the FACILITY, on weekdays, between the hours of 9:00 a.m. and 10:00 p.m. (the "Operating Hours"). Additional use of the community room(s) located at the FACILITY is subject to availability. All requests for said use shall be made to the Commissioner of the DEPARTMENT.

#### LICENSES AND PERMITS

5. ORGANIZATION agrees to procure, at its own cost and expense, all permits or licenses necessary for the operation of any of its administrative work and use as a gathering space associated with administration of ORGANIZATION's programs, described above pursuant to this Agreement.

6. ORGANIZATION assumes all risk in the operation of any of its administrative work use as a gathering space associated with administration of



ORGANIZATION's programs, described above and agrees to comply with all federal, state and local regulations, and all rules, regulations and ordinances of the TOWN, as well as rules and regulations of the DEPARTMENT.

POSSESSION

7. It is expressly understood and agreed that no building space or equipment is leased to ORGANIZATION. During the term of this Agreement, ORGANIZATION shall have use of the AREA as described hereinabove as designated by the DEPARTMENT.

TITLE TO EQUIPMENT

8. Title to all equipment provided by ORGANIZATION shall remain with, and such equipment shall be removed by ORGANIZATION at the termination of this Agreement. Should any property remain in the premises after such expiration or termination, the TOWN shall notify ORGANIZATION to remove such property within ten (10) days from the date of such writing, and if ORGANIZATION should fail to remove such property, the TOWN may deal with such as though same had been abandoned, and charge all cost and expenses incurred in the removal thereof to ORGANIZATION. ORGANIZATION's obligation to observe and perform all the terms, covenants, and conditions of this Agreement shall survive the expiration or other termination thereof. If ORGANIZATION's equipment is removed, ORGANIZATION shall return all premises to their original condition to the satisfaction of the TOWN.

### BAILMENT

9. ORGANIZATION shall agree to be responsible for loss or damage to property turned over to it by its patrons, if damage or loss occurs by reason of the fault or negligence of ORGANIZATION, its patrons, employees or agents.

### WAIVER OF CLAIMS

10. ORGANIZATION waives any and all claims for compensation for any and all loss or damage sustained by reason of any defect, deficiency or impairment of the water supply systems, drainage systems, gas mains, electrical apparatus or wires furnished for the premises, except to the extent such loss or damage was caused in whole or in part by the negligence of the TOWN, or by reason of any loss of any gas supplies, water supplies, heat or current which may occur from time to time from any cause, or for any loss or damage resulting from fire, water, tornado, civil commotion or riot, or any other reasons whatsoever. ORGANIZATION releases and discharges the TOWN and its agents from any and all demands, claims, actions and causes of action arising from any of the causes aforesaid, except to whatever extent such loss or damage was caused, in whole or in part, by the TOWN's own negligence. ORGANIZATION further waives any and all claims for compensation, refund of its investment, if any, or any other payments whatsoever in the event this Agreement is terminated by the TOWN sooner than the fixed term, except to the extent set forth below.

### INSURANCE AND WORKER'S COMPENSATION

11.a. ORGANIZATION agrees to obtain from an insurance company, authorized to do business in the State of New York and keep in force during the term of

this contract, a policy of comprehensive general liability and products liability insurance on which ORGANIZATION and the TOWN are each named insured, including, but not limited to, the torts and negligence of ORGANIZATION's personnel, with a policy providing \$1,000,000.00 per occurrence/ \$2,000,000.00 in the aggregate and Property Damage Insurance in an amount of not less than \$500,000.00; and

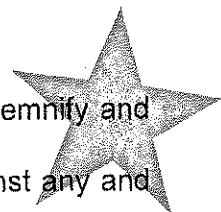
b. ORGANIZATION shall comply with all provisions of the Workers' Compensation Law, and shall furnish a certificate showing evidence of current coverage upon request; and

c. All insurance coverage as stipulated herein shall be subject to the approval of the Town Attorney of the TOWN; and

d. Such policies shall be issued in the name ORGANIZATION, with the TOWN being named as an additional insured. Copies of the aforementioned insurance, and an endorsement from the insurance company evidencing the TOWN's additional insured status, must be filed with the TOWN. No such insurance policy shall be cancelled without thirty (30) days prior written notice to the TOWN. The failure of ORGANIZATION to maintain such insurance policies, and to furnish such policies and/or certificates, may automatically terminate this Agreement. All such insurance shall be kept in full force and effect during the term of this Agreement and any renewals or extensions thereof.

#### INDEMNIFICATION

12. a. ORGANIZATION shall be responsible for and shall indemnify and hold harmless the TOWN, its officers, employees and agents from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorney's fees and



disbursement) and damages, arising out of or in connection with any of ORGANIZATION's negligent acts or omissions.

b. The TOWN shall be responsible for and shall indemnify and hold harmless ORGANIZATION, its officers, employees and agents from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorney's fees and disbursement) and damages, arising out of or in connection with any of the TOWN's negligent acts or omissions.

c. The indemnity and hold harmless provisions herein shall survive the termination of this Agreement and be of full force and effect notwithstanding any lapse in insurance coverage required herein.

#### TERMINATION OF AGREEMENT

##### 13. a. Termination For Convenience.

This Agreement may be cancelled at any time by either party giving to the other not less than ninety (90) days written notice that on or after a date certain, the Agreement shall be deemed terminated and cancelled.

##### b. Termination For Cause.

Subject to the dispute resolution procedures set forth below, the TOWN has the right to terminate the Agreement if:

- i. ORGANIZATION, after written notice from the Commissioner of the DEPARTMENT, does not furnish adequate skilled personnel or proper materials;
- ii. ORGANIZATION fails to fulfill its obligations, or any part thereof, with diligence;



iii. ORGANIZATION does not comply with all laws, ordinances, rules, or provisions governing this Agreement, or the instructions of the Commissioner of the DEPARTMENT, or is otherwise in violation of any provisions of the Agreement; or

iv. ORGANIZATION is in violation of any law, rule, regulation or judicial Order, which unreasonably affects the faithful performance of this Agreement;

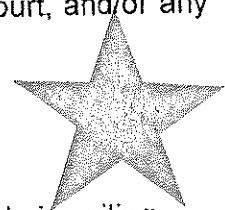
v The AREA is sublet by ORGANIZATION except as otherwise permitted herein;

vi. The Agreement or any claim under it is assigned by ORGANIZATION without the approval of the TOWN.

In the event ORGANIZATION breaches this Agreement for any of the reasons set forth in "i" through "vi" above, the TOWN shall give written notice of said breach to ORGANIZATION at the address first written above. ORGANIZATION shall then have thirty (30) days within which to cure said breach, in which case the Agreement shall continue to remain in effect. If, after such period, ORGANIZATION has failed to cure or has not commenced to cure said breach with reasonable diligence, the TOWN may seek to terminate this Agreement and remove ORGANIZATION from the FACILITY through an action brought in a court of competent jurisdiction. The respective rights and obligations of the parties shall be determined in accordance with the ruling of the court, and/or any appeals therefrom.

#### NOTICES

14. Notices required under this Agreement shall be made in writing and sent to the following addresses:



To ORGANIZATION: North Shore Community Youth Organization, Inc.  
8 Underhill Road  
Glen Head, New York 11545

To the TOWN: Commissioner of Community & Youth Services,  
Town of Oyster Bay  
Town Hall South  
977 Hicksville Road  
Massapequa, New York 11758

With Copies to: Oyster Bay Town Clerk  
54 Audrey Avenue  
Oyster Bay, New York 11771

And: Oyster Bay Town Attorney  
54 Audrey Avenue  
Oyster Bay, New York 11771

#### MODIFICATION

15. This Agreement may be modified from time to time by agreement, in writing, duly executed by the TOWN and ORGANIZATION, but no modification of this Agreement shall be effected until the same has been agreed to in writing, and duly executed by the TOWN supervisor or his designee, and approved by the Town Board

#### TRANSFER OR ASSIGNMENT

16. ORGANIZATION shall not sell, mortgage, or parcel out this Agreement, or any interest herein, or consent, allow or permit any other person or party to use any part of the premises, buildings, or space except as provided by this Agreement, nor shall this Agreement be transferred by operation of law; it being the purpose and spirit of the instrument to be issued to grant the Agreement and privilege solely to ORGANIZATION

LICENSEE

17. ORGANIZATION agrees that it is, and shall at all times be deemed to be a licensee, 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 ORGANIZATION shall, at any time, or under any circumstances, be deemed to be an agent, servant or employee of TOWN.

LOSS OF BUSINESS

18. No damages, compensation or claim shall be payable by the TOWN for inconvenience, loss of business or annoyance arising from any repair or restoration of any portion of the FACILITY. The TOWN shall use reasonable efforts to effect such repair or restoration promptly and in such manner as not reasonable to interfere with ORGANIZATION's use and occupancy.

TERM

19. Unless sooner terminated or extended as herein provided, the terms of this Agreement shall consist of one (1) one-year period, from April 1, 2024 through and including March 31, 2025, with two (2) remaining one-year renewals, at the sole option of the TOWN.

PAYMENT

20. There shall be no license fee to be paid by ORGANIZATION, in consideration of the above mentioned use of a portion of the FACILITY, for administrative office work.



IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers or signatories on the dates opposite their signatures below.

TOWN OF OYSTER BAY

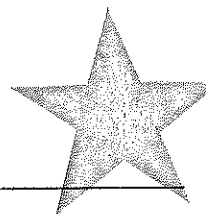
Date: \_\_\_\_\_

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

NORTH SHORE COMMUNITY  
YOUTH ORGANIZATION, INC.

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

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



**NORTH SHORE COMMUNITY YOUTH ORGANIZATION, INC. AGREEMENT**

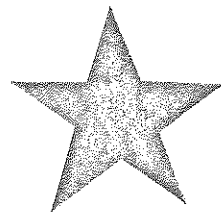
STATE OF NEW YORK     )  
                                                                  ) ss:  
COUNTY OF NASSAU     )

On the                day of                                     , in the year 2024, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

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

On the                day of                                     , in the year 2024, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



\_\_\_\_\_  
NOTARY PUBLIC

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

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated March 14, 2024, requested Town Board authorization for the Town to enter into an agreement, as negotiated and approved by the Office of the Town Attorney, to retain the services of Rita Broughton, 26 Parkview Circle North, Bethpage, New York 11714, to adjudicate the "Town of Oyster Bay's Independent Art Awards," at the Independent Art Society's Annual Open Show, and for the Town Supervisor, or his designee, to execute such agreement; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, advised that the judging will take place on Wednesday, May 1, 2024, at the Levittown Public Library; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further advised that the fee for Rita Broughton is \$150.00, and said funds are available in Account No. CYS A 7020 47660 000 0000, Special Events; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further advised that in accordance with Guideline 5 (b) of the Town of Oyster Bay Procurement Policy, this fee for adjudication is exempt from the solicitation, written proposal or quotation requirements of said Policy; and

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

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, and the Town Board hereby authorizes the Town to enter into an agreement, as negotiated and approved by the Office of the Town Attorney, to retain the services of Rita Broughton, to adjudicate the "Town of Oyster Bay's Independent Art Awards," at the Independent Art Society's Annual Open Show, on Wednesday, May 1, 2024, at the Levittown Public Library, for a fee in an amount not to exceed \$150.00, and be it further

RESOLVED, That the Town Supervisor, or his designee, is hereby authorized to execute any and all papers and documents necessary to implement said agreement; and be it further

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

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

#

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

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

## TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

March 14, 2024

TO: Memorandum Docket


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

SUBJECT: Adjudicate "Suburban Art League Annual Open Show"

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The Department of Community and Youth Services respectfully requests Town Board authorization to employ the services of the judge identified below to adjudicate for the "Suburban Art League Annual Open Show" for the Town of Oyster Bay Awards.

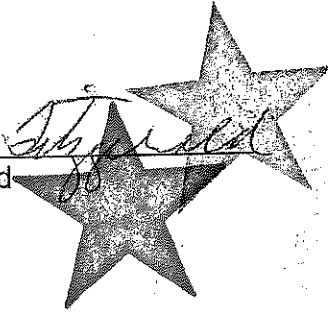
Rita Broughton  
26 Parkview Circle North  
Bethpage, NY 11714



The judging will take place on Wednesday, May 1, 2024. The fee for Rita Broughton is \$150.00 and funds are available in Account CYS A 7020 47660 000 0000, Special Events. In accordance with Guideline 5, Section b. of the Town Procurement Policy, this fee for adjudication is exempt from solicitation, written proposal or quotation requirements of the policy. The proposed vendor's Disclosure Questionnaire has been reviewed and satisfies the Town's Procurement Policy.

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

  
Maureen A. Fitzgerald  
Commissioner



MAF:kf  
Attachment

**Contract**

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

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

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

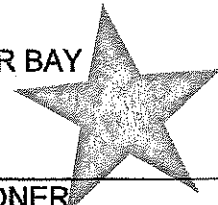
CONTRACTOR agrees to defend, indemnify and hold harmless the Town, its officers and employees, from any and all claims, suits, losses, damages, or injury to person or property of whatsoever kind or nature, whether direct or indirect, arising out of the performance of this agreement as a result of the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

XXXXXXXXXXXXXXXXXXXXXXXXXX

—————  
→ CONTRACTOR

→ DATE: \_\_\_\_\_, XXXX

TOWN OF OYSTER BAY



—————  
COMMISSIONER

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

Reviewed By  
Office of Town Attorney *for*  
*BH*



**Contract**

This Contract, made by and between the Town of Oyster Bay's Department of Community and Youth Services, located at 977 Hicksville Road, Massapequa, New York 11758 (hereinafter referred to as "TOWN") and Rita Broughton, 26 Parkview Circle North, Bethpage, NY 11714 (hereinafter referred to as "CONTRACTOR") in consideration of mutual interests provided for hereby, the parties herein agree as follows:

Service: Adjudicate the Suburban Art League Annual Open Show  
Date: Wednesday, May 1, 2024  
Location: Levittown Public Library  
Amount: \$150.00

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

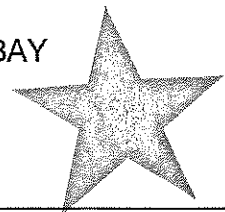
CONTRACTOR agrees to defend, indemnify and hold harmless the Town, its officers and employees, from any and all claims, suits, losses, damages, or injury to person or property of whatsoever kind or nature, whether direct or indirect, arising out of the performance of this agreement as a result of the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

Rita Broughton

→ \_\_\_\_\_  
CONTRACTOR

→ DATE: \_\_\_\_\_, 2024

TOWN OF OYSTER BAY



\_\_\_\_\_  
Deputy Supervisor

DATE: \_\_\_\_\_, 2024

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by Resolution No. 887-2023, adopted December 12, 2023, the Town Board authorized the Department of Parks to pay for the services of various named individuals, for specific disciplines, in the total amount not to exceed \$42,200.00, each at a specified hourly rate, for services provided during the period January 1, 2024 through and including December 31, 2024, for programs to be established by the Department of Parks; and

WHEREAS, Commissioner Pinto, by said memorandum further advised that while Resolution No. 887-2023 authorized payment to Susan McCann as a pickle ball instructor for services provided during calendar year 2024, in fact, the Winter 2024 pickle ball program commenced November 28, 2023, and requested that Resolution No. 887-2023 be amended to authorize payment to Susan McCann, a pickle ball instructor, for services provided beginning November 28, 2023,

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation hereinabove set forth is hereby approved, and Resolution No. 887-2023, adopted December 12, 2023, is hereby amended so as to authorize payment to Susan McCann, a pickle ball instructor, for services provided beginning November 28, 2023.

-#-

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

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

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

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

TO: MEMORANDUM DOCKET  
FROM: JOSEPH G. PINTO, COMMISSIONER OF PARKS  
DATE: MARCH 11, 2024  
SUBJECT: AMENDMENT TO RESOLUTION 887-2023  
PAYMENT TO INSTRUCTORS

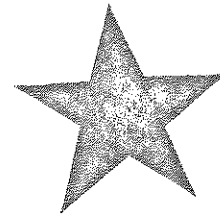
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On November 21, 2023, the Department of Parks submitted a request to receive authorization to pay various instructors of our recreation programs for the 2024 disciplines. As a result of that request, the Town Board adopted Resolution No. 887-2023 on December 12, 2023, authorizing payment of instructors for the period January 1, 2024 through December 31, 2024.

However, the winter 2024 pickle ball program began on November 28, 2023.

As a result, the Department of Parks respectfully requests that the Town Board amend Resolution No. 887-2023, to allow payment to Susan McCann, pickle ball instructor, beginning with the November 28, 2023 class, as part of the 2024 disciplines.

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



WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated November 21, 2023, requested Town Board authorization to pay instructors for fitness classes to be provided at various Town facilities in the disciplines of Yoga, Zumba, Cardio Kickboxing, Pickleball, Pilates, and Ballroom Dancing, during the period January 1, 2024 through and including December 31, 2024, and

WHEREAS, Commissioner Pinto, by said memorandum recommended and requested Town Board authorization to pay the following instructors, on an hourly basis as set forth on the attached spread sheet, made a part thereof, in a total not to exceed \$42,200.00, as follows:

- Yoga: Jingdi Lu, 8 Whitman Avenue, Syosset, NY 11791  
Chrissi Canino, 7 Gable Gate, Old Bethpage, NY 11804
- Zumba: Victoria DeSalvo, 22 Linden Blvd, Hicksville, NY 11801  
Jessica Reilly, 415 Outlook Avenue, West Babylon, NY 11704
- Pickleball: Susan McCann, 25 Deep Lane, Wantagh, NY 11793
- Pilates: Debra Tassone, 12 Amby Avenue, Plainview, NY 11803
- Cardio Kickboxing: Jessica Reilly, 425 Outlook Avenue, West Babylon, NY 11704
- Ballroom Dancing: Donatas Nacajus, 4303 215<sup>th</sup> Place, Apt 2, Bayside, NY 11361

with payment for these services to be made from Account No. PKS A 7110 44900 000 0000; and

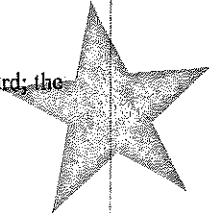
WHEREAS, Commissioner Pinto, by said memorandum, advised that the vendor's disclosure questionnaires have been reviewed and satisfy the Town's procurement policy and that the instructors are exempt from the solicitation, written proposal, or quotation requirements of said policy,

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation hereinabove set forth are hereby accepted and approved, and the Department of Parks is hereby authorized to pay for the services of the individuals named hereinabove, for the disciplines noted and in the total not to exceed \$42,200.00, at the hourly rate as set forth on the attached spreadsheet, for services provided during the period January 1, 2024 through and including December 31, 2024, for programs to be established by the Department of Parks, and upon presentation of a duly certified claim, after audit, and the funds for said payment shall be paid from Account No. PKS A 7110 44900 000 0000.

-#-

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

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



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

8/23

## TOWN OF OYSTER BAY

### Inter-Departmental Memorandum

TO: MEMORANDUM DOCKET

FROM: Joseph G. Pinto, Commissioner of Parks

DATE: November 21, 2023

SUBJECT: Payment for Fitness Instructors for 2024 HAC programs

The Department of Parks request Town Board authorization to pay instructors for the following 2024 disciplines:

- a) Yoga
- b) Zumba
- c) Cardio Kickboxing
- d) Pickleball
- e) Pilates
- f) Ballroom Dancing

The Department of Parks requests Town Board authorization to use account number PKSA 7110 44900 000 0000 to pay the related fees. The total amount is not to exceed \$42,200.00.

Yoga: Jingdi Lu, 8 Whitman Ave, Syosset 11791

Chrissi Canino, 7 Gable Gate, Old Bethpage, NY 11804

Zumba: Victoria DeSalvo, 22 Linden Blvd., Hicksville 11801

Jessica Reilly, 415 Outlook Ave, West Babylon 11704

Pickleball: Susan McCann, 25 Deep Lane, Wantagh, NY 11793

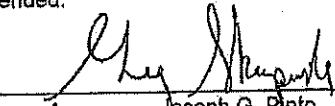
Pilates: Debra Tassone, 12 Amby Ave, Plainview 11803

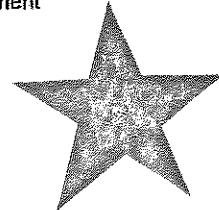
Cardio Kickboxing: Jessica Reilly, 425 Outlook Ave, West Babylon 11704

Ballroom Dancing: Donatas Nacajus, 4303 215<sup>th</sup> Pl, Apt 2, Bayside 11361

In accordance with Guideline 5, of the Town's Procurement Policy, these instructors are exempt from the solicitation, written proposal or quotation requirements of the policy. The proposed vendor's Disclosure Questionnaire has been reviewed and satisfies the Town's Procurement Policy.

Town Board approval is recommended.

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



Meeting of April 9, 2024

Resolution No. 262-2024

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated March 18, 2024, requested Town Board authorization to issue a refund in the amount of \$350.00 to Deana Palermo, 8 Shoreham Road, Massapequa, NY 11758, for fees paid for her son to attend the Spring 2024 Ice Hockey House League 12U, as her son can no longer attend; and

WHEREAS, Commissioner Pinto, by said memorandum, advised that Mrs. Palermo is entitled to a full refund of \$350.00, as the 5 percent administrative fee has been waived,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of Parks is hereby authorized and directed to issue a refund in the amount of \$350.00 to Deana Palermo; and be it further

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

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

-#-

*MP*  
Reviewed By  
Office of Town Attorney  
*America Wolfe*

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

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

TOWN OF OYSTER BAY  
Inter-Departmental Memorandum

262

TO: MEMORANDUM DOCKET

FROM: Joseph G. Pinto, Commissioner  
Department of Parks

DATE: 3/18/2024

SUBJECT: Deana Palermo- Spring 2024 Ice Hockey House League 12U Refund

---

The Department of Parks respectfully requests Town Board approval for a refund in the amount of \$350.00 (three hundred fifty dollars and 00/100 cents) to the Town of Oyster Bay resident Deana Palermo, 8 Shoreham Road, Massapequa, NY 11758. Mrs. Palermo's son will not be attending the Spring 2024 Ice Hockey House League 12U.

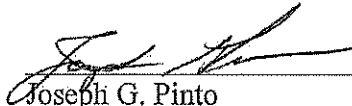
Based on the 2024 Town of Oyster Bay refund policy, Deana Palermo is eligible to receive the refund as follows:

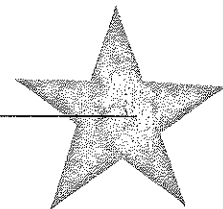
2024 Spring Ice Hockey House League 12U- \$350.00  
5% Administrative Fee Waived

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

The Office of the Comptroller has reviewed the department back-up documentation and verified funds are available for this requested refund.

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

  
Joseph G. Pinto  
COMMISSIONER



JGP/nh

Meeting of April 9, 2024

Resolution No. 263-2024

WHEREAS, Taylor Bowman requested to donate a memorial plaque to be placed on an existing bench at John J. Burns Park, Massapequa, in memory of Fallon Rae Brown; and

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

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated March 15, 2024, recommended that the Town accept said donation,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town hereby accepts the donation of \$850.00 from Taylor Bowman to donate a memorial plaque to be placed on an existing bench at John J. Burns Park, Massapequa, in memory of Fallon Rae Brown.

-#-

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

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

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



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

**TO: Memorandum Docket**

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

**SUBJECT: Memorial Plaque and Bench**

**DATE: March 15, 2024**


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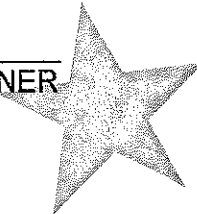
The Department of Parks has received a request from Taylor Bowman (letter attached) requesting a memorial plaque on an existing bench at John J. Burns Park in memory of Fallon Rae Brown.

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

In accordance with Town Board Resolution 156-2024, adopted February 27, 2024, the Department of Parks respectfully requests Town Board Approval to accept a donation of \$850.00 from Taylor Bowman.

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

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



JGP/dc

**Diann Codispodo**

---

**From:** Taylor Bowman [REDACTED]  
**Sent:** Thursday, March 14, 2024 12:32 PM  
**To:** Diann Codispodo  
**Subject:** Re: Memorail Prices and Guidelines

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

Hi thank you so much for talking again to me today!

Taylor Bowman  
Burns Park in Massapequa by challenger field  
Have the 8x6 plaque on existing bench  
Fallon Rae Brown

My number is [REDACTED] if you need anything else! Have a great day!

Taylor Bowman

On Mar 8, 2024, at 8:42 AM, Taylor Bowman <taylorlynnb33@aol.com> wrote:

Hi! I talked to Tommy a few days ago. He said that we couldn't get a new bench because one is already there but we could replace it. How much would that be? I will give you an answer by Monday if that's OK what exactly gonna do. But we are going to take the bench. That's closest to the challenger field. Thank you and have a great day.

Taylor Bowman

On Feb 28, 2024, at 12:22 PM, Diann Codispodo <dcodispodo@oysterbay-ny.gov> wrote:

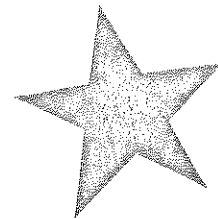
Hi Taylor here are the prices we spoke of. I passed your name and number along to Tommy and he will reach out to you.  
After you meet with him give me a call back 516-797-7943

Have a great day,  
Diann☺

This message (including any attachments) may contain confidential information and is intended only for the individual or individuals named. If you are not the

intended recipient, you should delete this message immediately. If you received this message in error, please notify the sender immediately.

<Memorial Prices and Guidelines 2024.docx>



Meeting of February 27, 2024

Resolution No.156-2024

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

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated January 24, 2024, requested that the Town Board approve the following 2024 fees for memorial plaques and benches:

FEES FOR A MEMORIAL PLAQUE:

8" x 4" plaque is \$425.00 -- includes 4 lines top to bottom  
8" x 6" plaque is \$560.00 -- includes 5 lines top to bottom

FEES FOR A MEMORIAL PLAQUE AND A NEW BENCH:

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

FEES FOR A MEMORIAL PLAQUE PLACED ON AN EXISTING BENCH:

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

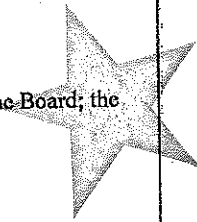
FEES FOR A MEMORIAL PLAQUE PLACED UNDER AN EXISTING TREE:

8" x 4" plaque placed under an existing tree is \$500.00  
8" x 6" plaque placed under an existing tree is \$600.00

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Town Board hereby approves the fees as specified hereinabove to be collected in Account No. PKS A 0001 02705 000 0000.  
-#-

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

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



Meeting of April 9, 2024

Resolution No. 264-2024

WHEREAS, Demetra Catalano, by letter dated March 14, 2024, requested to donate a memorial plaque to be placed on a new bench at Theodore Roosevelt Memorial Park and Beach, Oyster Bay, in memory of Pietro Catalano; and

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

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated March 15, 2024, recommended that the Town accept said donation,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town hereby accepts the donation of \$1,325.00 from Demetra Catalano to donate a memorial plaque to be placed on a new bench at Theodore Roosevelt Memorial Park and Beach, Oyster Bay, in memory of Pietro Catalano.

-#-

*AMS*  
Reviewed By  
Office of Town Attorney  
*Donnica Walter*

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

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

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

**TO: Memorandum Docket**  
**FROM: Joseph G. Pinto, Commissioner of Parks**  
**SUBJECT: Memorial Plaque and Bench**  
**DATE: March 15, 2024**

---

The Department of Parks has received a request from Demetra Catalano (letter attached) requesting a memorial plaque on a new bench at Theodore Roosevelt Memorial Park and Beach in memory of Pietro Catalano.

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

In accordance with Town Board Resolution 156-2024, adopted February 27, 2024, the Department of Parks respectfully requests Town Board Approval to accept a donation of \$1,325.00 from Demetra Catalano.

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

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



JGP/dc

March 14, 2024

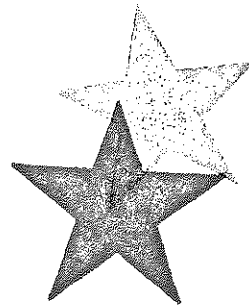
To Whom It May Concern,

I would like to donate an 8 x 6 plaque on a new bench in Theodore Roosevelt Memorial Park.

This bench would be in honor of Pietro Catalano.

Sincerely,

Demetra Catalano



Meeting of February 27, 2024

Resolution No.156-2024

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

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated January 24, 2024, requested that the Town Board approve the following 2024 fees for memorial plaques and benches:

FEES FOR A MEMORIAL PLAQUE:

8" x 4" plaque is \$425.00 – includes 4 lines top to bottom  
8" x 6" plaque is \$560.00 – includes 5 lines top to bottom

FEES FOR A MEMORIAL PLAQUE AND A NEW BENCH:

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

FEES FOR A MEMORIAL PLAQUE PLACED ON AN EXISTING BENCH:

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

FEES FOR A MEMORIAL PLAQUE PLACED UNDER AN EXISTING TREE:

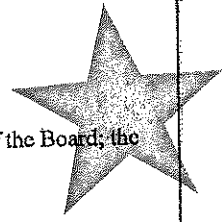
8" x 4" plaque placed under an existing tree is \$500.00  
8" x 6" plaque placed under an existing tree is \$600.00

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Town Board hereby approves the fees as specified hereinabove to be collected in Account No. PKS A 0001 02705 000 0000.

-#-

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

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





Meeting of April 9, 2024

Resolution No. 265-2024

WHEREAS, Robert Darienzo, Director of Finance, by memorandum dated March 15, 2024, requested that the Town Board authorize the Comptroller to make the following payment for expenses incurred in connection with the issuance of Bond Anticipation Notes for Water Districts:

REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
*Elizabeth J. Joughman*

S&P Global Ratings - Rating Fee \$12,000.00  
2542 Collection Center Drive  
Chicago, IL 60693

Moody's Investors Service - Rating Fee \$14,750.00  
P.O. Box 102597  
Atlanta, GA 30368-0597

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and the Comptroller is hereby authorized and directed to make payment in the amounts set forth hereinabove to S&P Global Ratings and to Moody's Investors Service for the abovementioned expenses incurred in connection with the issuance of Bond Anticipation Notes, upon submission of duly certified claim, after audit; and be it further

RESOLVED, That the funds for said payment shall be drawn from various capital accounts object .29999, Bonding and Finance.

-#-

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

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

# Town of Oyster Bay Inter-Departmental Memo

March 15, 2024

**To:** Memorandum Docket  
**From:** Rob Darienzo, Director of Finance  
**Subject:** 2024 BAN Sale Expenses

---

The Town recently successfully awarded \$165,857,495 in Bond Anticipation Notes for Water Districts.

In connection with the issuance there are certain costs that are incurred and permission is hereby requested of the Town Board to enable the Town Comptroller to pay the following:

S&P Global Ratings – Rating Fee \$ 12,000.00  
2542 Collection Center Drive  
Chicago, IL 60693

Moody's Investors Service – Rating Fee \$ 14,750.00  
P.O. Box 102597  
Atlanta, GA 30368-0597

Funds are available in various capital accounts object .29999; Bonding & Finance.

Thank you.



Robert Darienzo  
Director of Finance



WHEREAS, Gina Rodaligo, Host and Head Organizer, New York Solar Faire, 30 West Shore Drive, Massapequa, New York 11758, by undated letter, requested the closure of Municipal Parking Field M-10, Massapequa, the posting of temporary "No Parking" signs upon said Field, and the use of ten (10) complete barricades, and twenty-five (25) traffic cones, to conduct the "New York Solar Faire," from 12:00 p.m. until 4:00 p.m. on Saturday, June 22, 2024, with a rain date of Saturday, June 29, 2024; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated March 8, 2024, advised that the abovementioned property and equipment will not be required for use by the Town at that time, and that the Department has no objection to providing New York Solar Faire with the closure of Municipal Parking Field M-10, Massapequa, the posting of temporary "No Parking" signs upon said Field, and the use of ten (10) complete barricades, and twenty-five (25) traffic cones, to conduct the "New York Solar Faire," from 12:00 p.m. until 4:00 p.m. on Saturday, June 22, 2024, with a rain date of Saturday, June 29, 2024; and

Reviewed By  
Office of Town Attorney

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

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of Public Works is hereby authorized to provide New York Solar Faire with the closure of Municipal Parking Field M-10 in Massapequa, the posting of temporary "No Parking" signs upon said Field, and the use of ten (10) complete barricades, and twenty-five (25) traffic cones, to conduct the "New York Solar Faire," from 12:00 p.m. until 4:00 p.m. on Saturday, June 22, 2024, with a rain date of Saturday, June 29, 2024, subject to the following terms and conditions:

1. The use of all Town property and equipment shall be in conformance with the direction of the Commissioner of the Department of Public Works, or his duly authorized representative.
2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of all Town property and equipment, and in the conduct of the afore-described activity.
3. The said organization shall file a Certificate of Insurance and Declaration Page(s) with the Office of the Town Clerk, indicating said organization maintains a policy of comprehensive general liability insurance, with a Commercial Liability limit of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate, per year, and naming the Town of Oyster Bay as an additional insured, in connection with the afore-described activity.

-#-

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

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

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## TOWN OF OYSTER BAY

## Inter-Departmental Memo

March 8, 2024

**TO:** MEMORANDUM DOCKET

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


**SUBJECT:** NEW YORK SOLAR FAIRE EVENT  
JUNE 22<sup>ND</sup> 2024 (R/D JUNE 29<sup>TH</sup> 2024)

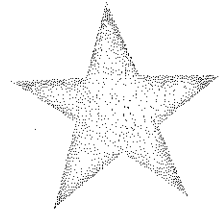
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Enclosed please find a copy of the letter from Gina Rodaligo, of New York Solar Faire, requesting our assistance in conducting an event on Saturday, June 22<sup>nd</sup> 2024 with a rain date of Saturday, June 29<sup>th</sup> 2024.

The Highway Division has no objection to New York Solar Faire utilizing the Municipal Parking Field M-10 in Massapequa on Saturday, June 22<sup>nd</sup> 2024 for their event from 12:00 pm until 4:00 pm and will post temporary "No Parking" signs for the above-mentioned date and times for the event. This includes their rain date as well if needed. The Highway Division will also provide ten (10) barricades and twenty five (25) cones for the event as well.

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

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



 RWL/kz  
Attachments

**CC:** John C. Tassone, Chief Deputy Commissioner DPW  
Peter Brown, General Foreman 003  
Steve Kelly, Sign Bureau Supervisor  
Justin McCaffrey, Commissioner, Department of Public Safety  
Grace SantaMaria, Highway Administration

New York Solar Faire

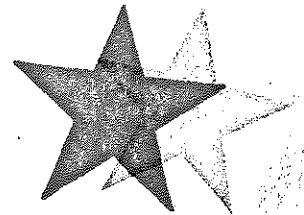
newyorksolarfaire@gmail.com



My name is Gina Rodaligo and I am the owner of New York Solar Faire and a Massapequa resident. We are a small business fair that is trying to bring the local businesses of Long Island together. We hosted a fair on 11/6/22 as well as 6/25/23 in the Massapequa Train Station lot M-10 and people came from all over to shop local small businesses, get their faces painted, and enjoy a day filled with fun for the whole family. We got glowing reviews from many Massapequa residents. We would like to use lot M-10 again June 22nd, 2024 with a rain-date of June 29th, 2024. This event will be held 12pm-4pm with vendors loading in at 9am and leaving before 6pm. The goal of our events is to bring attention to the wonderful small businesses around us and to spend time outdoors with family and friends. For this fair, we will have candle makers, face painters, artists, and all of the other great small businesses that made the last events so spectacular for everyone. We would like barricades and cones to assist us in no parking day of the event, please.

Thank you,

Gina Rodaligo.  
New York Solar Faire





**PHILADELPHIA  
INSURANCE COMPANIES**

A Member of the Tokio Marine Group

One Bala Plaza, Suite 100  
Bala Cynwyd, Pennsylvania 19004  
610.617.7900 Fax 610.617.7940  
PHLY.com

**Philadelphia Indemnity Insurance Company  
COMMON POLICY DECLARATIONS**

**Policy Number:**  
EV130080

**Named Insured and Mailing Address:**  
New York Solar Faire  
30 West Shore Drive  
Massapequa, NY 11758

**Producer:**  
17366  
Premier Risk, LLC  
142 Lakeview Ave  
Lynbrook, NY 11563  
516-599-8484

**Policy Period From:** 06/22/2024 **To:** 06/30/2024

at 12:01 A.M. Standard Time at your  
mailing address shown above.

**Business Description:** Special Events

**Underwriter:** Jaclyn St.Gelais

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Commercial Property Coverage Part	\$225.00
Commercial General Liability Coverage Part	
Commercial Crime Coverage Part	
Commercial Inland Marine Coverage Part	
Commercial Auto Coverage Part	
Businessowners	
Workers Compensation	
<b>Total:</b>	<b>\$226.00</b>
<b>Total Includes Federal Terrorism Risk Insurance Act Coverage</b>	<b>\$1.00</b>

**FORM (S) AND ENDORSEMENT (S) MADE A PART OF THIS POLICY AT THE TIME OF ISSUE**  
**Refer To Forms Schedule**

\*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations

CPD- PIIC (06/14)

Secretary

Authorized Representative

Reviewed By  
Office of Town Attorney

# Philadelphia Indemnity Insurance Company

## Form Schedule - Policy

Policy Number: EV130080

### Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

Form	Edition	Description
BJP1901	1298	Commercial Lines Policy Jacket
PP2020	0220	Privacy Policy Notice
CPDPIIC	0614	Common Policy Declarations
Location Schedule	0100	Location Schedule
PICME1	1009	Crisis Management Enhancement Endorsement
ILO023	0702	Nuclear Energy Liability Exclusion Endorsement
ILO017	1198	Common Policy Conditions
ILO185	0808	New York Changes - Calculation of Premium
ILO268	0114	New York Changes - Cancellation and Nonrenewal

Reviewed By  
Office of Town Attorney



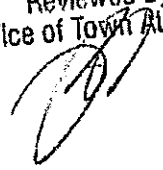
**Philadelphia Indemnity Insurance Company**

**Locations Schedule**

Policy Number: EV130080

<b>Premis. No.</b>	<b>Bldg. No.</b>	<b>Address</b>
0001	0001	510 Parkside Blvd Massapequa, NY 11758

Reviewed By  
Office of Town Attorney





**Philadelphia Indemnity Insurance Company**

**COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS**

Policy Number: EV130080

Agent # 17366

See Supplemental Schedule

**LIMITS OF INSURANCE**

\$	3,000,000	General Aggregate Limit (Other Than Products – Completed Operations)
\$	0	Products/Completed Operations Aggregate Limit (Any One Person Or Organization)
\$	1,000,000	Personal and Advertising Injury Limit
\$	1,000,000	Each Occurrence Limit
\$	300,000	Rented To You Limit
\$	0	Medical Expense Limit (Any One Person)

**FORM OF BUSINESS:** Other

Business Description: Special Events

Location of All Premises You Own, Rent or Occupy: **SEE SCHEDULE ATTACHED**

**AUDIT PERIOD, ANNUAL, UNLESS OTHERWISE STATED: This policy is not subject to premium audit.**

Classifications	Code No.	Premium Basis	Rates		Advanced Premiums	
			Prem./Ops.	Prod./Comp. Ops.	Prem./Ops	Prod./Comp. Ops.
SEE SCHEDULE ATTACHED						
<b>TOTAL PREMIUM FOR THIS COVERAGE PART:</b>					\$175.00	\$

**RETROACTIVE DATE (CG 00 02 ONLY)**

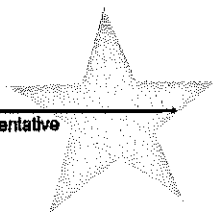
This Insurance does not apply to "Bodily Injury", "Property Damage", or "Personal and Advertising Injury" which occurs before the retroactive date, if any, shown below.

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

**FORM (S) AND ENDORSEMENT (S) APPLICABLE TO THIS COVERAGE PART: Refer To Forms Schedule**

\_\_\_\_\_  
CounterSignature Date

\_\_\_\_\_  
Authorized Representative



Reviewed By  
Office of Town Attorney

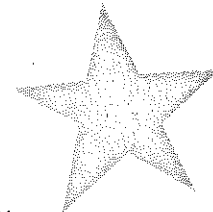
Philadelphia Indemnity Insurance Company

Form Schedule – General Liability

Policy Number: EV130080

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

Form	Edition	Description
Gen Liab Dec	1004	Commercial General Liability Coverage Part Declaration
Gen Liab Schedule	0100	General Liability Schedule
CG0001	1207*	Commercial General Liability Coverage Form
CG0068	0509	Recording and Distribution of Material or Information in Violation of Law Exclusion
CG0104	1201	New York Changes - Premium Audit
CG0163	0711*	New York Changes - Commercial General Liability Coverage Form
CG2101	1185	Exclusion - Athletic or Sports Participants
CG2104	1185	Exclusion - Products-Completed Operations Hazard
CG2109	0615	Exclusion - Unmanned Aircraft
CG2116	0798	Exclusion - Designated Professional Services
CG2132	0509	Communicable Disease Exclusion
CG2135	1001	Exclusion - Coverage C - Medical Payments
CG2144	0798	Limitation of Coverage to Designated Premises or Project
CG2147	1207	Employment-Related Practices Exclusion
CG2153	0196	Exclusion - Designated Ongoing Operations
CG2621	1091	New York Changes - Transfer of Duties When a Limit of Insurance Is Used Up
CG3344	1205	New York Changes - Binding Arbitration
PIACL001	0120	Absolute Cyber Liability and Electronic Exclusion
PIAS005	1113	Limitation of Coverage to a Specified Event and Event Date
PIAS006	1005	Exclusion - Pyrotechnicians/Fireworks - New York
PIAS007	0404	Exclusion - Performer(s)
PIAS010	0404*	Additional Insured: Owners and/or Lessors of Premises, Lessors of Leased Equipment, Sponsors or Co-Promoters
PIAS013	0404	Exclusion - Miscellaneous Activities and Devices
PIAS014	1005	Earned Premium Endorsement (Fully Earned Premium) - New York
PIGL002	0894	Exclusion - Asbestos Liability
PISAM006	0117	Abuse or Molestation Exclusion
PISE008	0314	Changes in Other Insurance Condition
PISE009	0818**	Special Events Date Change Coverage (Inclement Weather)



Reviewed By  
Office of Tower Attorney

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NEW YORK CHANGES – COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Paragraph 1. Insuring Agreement of Section I – Coverage A Bodily Injury And Property Damage Liability is replaced by the following:**

**1. Insuring Agreement**

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages even if the allegations of the "suit" are groundless, false or fraudulent. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

Reviewed By  
Office of Town Attorney

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

B. Paragraph 1.a. of Section I - Coverage B Personal And Advertising Injury Liability is replaced by the following:

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages even if the allegations of the "suit" are groundless, false or fraudulent. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A and B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

C. The following is added as Paragraph e. to the Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition (Paragraph 2. of Section IV - Commercial General Liability Conditions):

e. Notice given by or on behalf of the insured, or written notice by or on behalf of the injured person or any other claimant, to any agent of ours in New York State, with particulars sufficient to identify the insured, shall be considered to be notice to us.

D. Paragraph 3. of Section IV - Commercial General Liability Conditions is replaced by the following:

3. Legal Action Against Us

a. Except as provided in Paragraph b., no person or organization has a right under this Coverage Part:

- (1) To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- (2) To sue us on this Coverage Part unless all of its terms have been fully complied with.

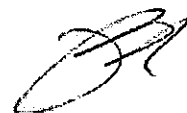
A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

b. With respect to "bodily injury" and "personal and advertising injury" claims, if we deny coverage or do not admit liability because an insured or the injured person, someone acting for the injured person or other claimant fails to give us written notice as soon as practicable, then the injured person, someone acting for the injured person or other claimant may bring an action against us, provided the sole question is whether the denial of coverage or nonadmission of liability is based on the failure to provide timely notice.

However, the injured person, someone acting for the injured person or other claimant may not bring an action if within 60 days after we deny coverage or do not admit liability, we or an insured:

- (1) Brings an action to declare the rights of the parties under the policy; and
- (2) Names the injured person, someone acting for the injured person or other claimant as a party to the action.

Reviewed By  
Office of Town Attorney

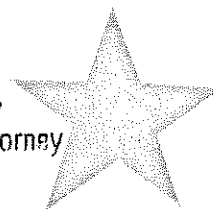
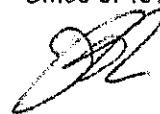


**E. The following provision is added and supersedes any provision to the contrary:**

Failure to give notice to us as required under this Coverage Part shall not invalidate any claim made by the Insured, injured person or any other claimant, unless the failure to provide such timely notice has prejudiced us. However, no claim made by the insured, injured person or other claimant will be invalidated if it shall be shown not to have been reasonably possible to give such timely notice and that notice was given as soon as was reasonably possible thereafter.

**F. The definition of "loading or unloading" in the Definitions Section does not apply.**

Reviewed By  
Office of Town Attorney



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

**LIMITATION OF COVERAGE TO A SPECIFIED  
EVENT AND EVENT DATE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This insurance applies to "bodily injury", "property damage" or "personal and advertising injury" occurring only during the specified events and specified event dates listed in the schedule below.

Schedule

Specified Event	Start Date	Specified Event Dates	Finish Date
Bazaars	06/22/2024		06/23/2024

Reviewed By  
Office of Town Attorney



POLICY NUMBER: EV130080

COMMERCIAL GENERAL LIABILITY  
CG 21 44 07 98

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

## **LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR PROJECT**

This endorsement modifies insurance provided under the following:

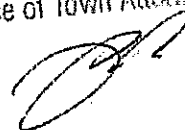
**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SCHEDULE**

<b>Premises:</b> Massapequa Train Station Lot M-10, 510 Parkside Blvd, Massapequa, NY 11758
<b>Project:</b>

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This insurance applies only to "bodily injury", "property damage", "personal and advertising injury" and medical expenses arising out of:

1. The ownership, maintenance or use of the premises shown in the Schedule and operations necessary or incidental to those premises; or
2. The project shown in the Schedule.



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

**ADDITIONAL INSURED: OWNERS AND / OR LESSORS OF PREMISES, LESSORS OF LEASED EQUIPMENT, SPONSORS OR CO-PROMOTERS**

This endorsement modifies insurance provided under the following:  
**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This policy is amended to include as an additional insured any person or organization of the types designated below, but only with respect to liability arising out of your operations:

1. Owners and / or lessors of the premises leased, rented, or loaned to you, subject to the following additional exclusions:
  - a. This insurance applies only to an "occurrence" which takes place while you are a tenant in the premises;
  - b. This insurance does not apply to "bodily injury" or "property damage" resulting from structural alterations, new construction or demolition operations performed by or on behalf of the owner and / or lessor of the premises;
  - c. This insurance does not apply to liability of the owners and / or lessors for "bodily injury" or "property damage" arising out of any design defect or structural maintenance of the premises or loss caused by a premises defect.

With respect to any additional insured included under this policy, this Insurance does not apply to the sole negligence of such additional insured.

2. Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s) subject to the following additional exclusions:
  - a. This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

3. Sponsors
4. Co-Promoters

Reviewed By  
Office of Town Attorney





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

**SPECIAL EVENTS DATE CHANGE COVERAGE  
(INCLEMENT WEATHER)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

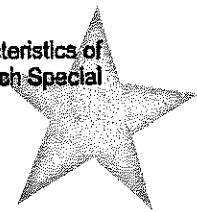
**SCHEDULE**

Special Event	Original Scheduled Date(s)	Newly Scheduled Date(s)
Bazaars	06/22/2024 - 06/23/2024	06/29/2024 - 06/29/2024

It is agreed that if the Special Event covered under this policy is changed from the Original Scheduled Date(s), due to inclement weather, we will provide the same applicable coverage on the Newly Scheduled Date(s) shown in the **SCHEDULE** above. This coverage applies only if there is no "material change" to the Special Event as described in the applicable application.

However, this coverage does not apply to financial loss that results from the cancellation of the Special Event shown in the **SCHEDULE** above. In addition, this coverage will not apply if such Special Event was held, whether fully or partially, on the Original Date(s) shown in the **SCHEDULE** above.

For the purpose of this endorsement, "material change" means a change in the nature, exposure or characteristics of the Special Event, which would cause us to decline to issue coverage or charge additional premium for such Special Event.



All other terms and conditions of this policy remain unchanged.

Reviewed By  
Office of Town Attorney

A handwritten signature in black ink is located below the text "Reviewed By Office of Town Attorney".

Harmless Agreement for Use of Town Property and/or Equipment

6/22/2024  
Raindate -  
6/29/2024

This Agreement with the Town of Oyster Bay (TOWN) is entered into this 22nd day of February, 2024, by New York Solar Faire (hereinafter "PERMITEE"). Whereas, the Permittee has entered into an agreement with the Town regarding an event and desires to use Town of Oyster Bay property and/or equipment located at/or described as Massapequa Train Station Lot M-10, as well as 10 barricades and 15 cones.

for the event described as Vendor Fair.

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

By acceptance of a permit issued for this event/activity by the TOWN, and in consideration of the Town granting the Permittee permission to temporarily use Town property and/or equipment, the Permittee, by the authorized signature of the undersigned, hereby agrees to assume all liability and risk of loss, arising out of the actions and activities and negligence of the Permittee and its agents, employees, servants and volunteers, 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 Permittee 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 Permittee's use of the Town property and/or equipment, except to the extent the Town's negligence contributed thereto. The Permittee agrees to indemnify and hold harmless the Town, its officers, employees, servants, agents and enumerated volunteers, and to defend and protect the Town and its employees, against any and all claims for the loss and/or expense or suits for damage to persons or any property, arising from Permittee's use of Town property and/or equipment, except to the extent that any negligence of the Town contributed thereto.

Further, the Permittee agrees to provide evidence (by providing a Certificate of Insurance and additional insured endorsements), upon permit application, that it has obtained General or Special Event Liability Insurance coverage on which the Town has been named as an Additional Insured, providing coverage in force during the course of the Permitted event, including the opening date, the closing date, set up date(s), breakdown date(s) and rain date(s), in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate, \$500,000 property damage and, where appropriate, \$2,000,000 products liability. Liquor liability insurance, in the amount of \$1,000,000, on which the Town is named as an additional insured, must also be obtained and submitted with the permit application whenever alcohol is to be served or sold as part of the Permitted event. Alcohol shall not be served or sold at a Permitted event unless Permittee obtains approval from the State Liquor authority and a waiver by the Town Board of the applicable Town Code Provisions.

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 Permittee:

New York Solar Faire

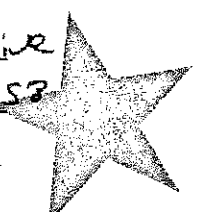
Address of Permittee:

30 W. Shore Drive  
Massapequa, NY 11758

By: Gina Rodoligo  
Authorized Representative

Title: Owner/Host

Telephone Number: [REDACTED]



**DATE:** 3/8/24

**TO:** HIGHWAY OPERATIONS

**SUBJECT:** New York Solar Faire Event R/D June 29<sup>th</sup> 2024

**PLEASE DELIVER TO:**

**DATE OF EVENT:**

June 22<sup>nd</sup> 2024

Parking Field M-10

**SNOW FENCE:**

Massapequa

**BARRICADES:**

10

**CONTACT:** Gina Rodaligo  
516-782-4388

**CONES:**

25

**SHORT PAILS:**

**PORTABLE LIGHTS:**

**GENERATOR:**

**PACKER:**

**DELIVER ON:**

06/21/24

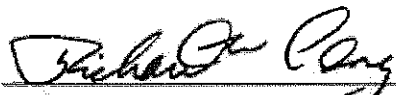
**PICKUP ON:**

06/24/24

**SWEEPING BEFORE AFFAIR IS NEEDED:**

	XX
YES	NO

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



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

RWL/kaz

CC: Peter Brown, General Foreman 002  
Area Foreman 023  
Dan Kornfeld  
Public Safety Division

Meeting of April 9, 2024

Resolution No. 267-2024

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated March 24, 2024, advised that LiRo Engineers, Inc. (the Town's "Consulting Engineers"), by letter dated February 8, 2024, informed the Department that it made a final inspection of the work performed pursuant to Contract No. DP21-218-PH2, Replacement of Synthetic Turf Fields at Field of Dreams Park – East Field, and certified that the contractor, The LandTek Group, Inc., complied with all of the requirements of the Contract and recommended that the Town accept said Contract as having been completed; and

WHEREAS, Commissioner Lenz, by said memorandum, further advised, that the Consulting Engineers informed the Department, by said letter, of an increase/decrease in quantities, relative to the Construction Phase of Contract No. DP21-218-PH2, for a total net decrease in the amount of \$96,959.60; and

WHEREAS, Commissioner Lenz, by said memorandum, requested Town Board authorization for the increase/decrease in quantities relative to the Construction Phase of Contract No. DP21-218-PH2, for a total net decrease in the amount of \$96,959.60;

WHEREAS, final construction costs were in the amount of \$460,963.40; and

WHEREAS, Commissioner Lenz, by said memorandum, concurred with the Consulting Engineers that the Contract be accepted as having been completed, and that final payment be made to the contractor; and

WHEREAS, work under this Contract was directed to proceed as of October 30, 2023, and to be completed within forty-five (45) calendar days, on December 14, 2023, with a revised completion date of January 15, 2024 in accordance with a discontinuance of time, and was actually completed, on December 21, 2023; and

WHEREAS, the Office of the Town Attorney and the Office of the Town Comptroller, by memoranda dated November 29, 2021, stated that there are no legal obstacles or financial encumbrances of record that would necessitate the withholding of the final acceptance of this project; and

WHEREAS, Joseph G. Pinto, Commissioner of Parks, by memorandum dated March 5, 2024, concurred with the recommendation of final acceptance of this project,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board hereby authorizes an increase/decrease in quantities, relative to the Construction Phase of Contract No. DP21-218-PH2, for a net decrease, in the amount of \$96,959.60; and be it further

REVIEWED BY  
OFFICE OF TOWN ATTORNEY

RESOLVED, That upon the recommendations as hereinabove set forth, Contract No. DP21-218-PH2, is hereby accepted as being complete, at a final construction cost of \$460,963.40, and final payment is to be made in accordance with the applicable terms and conditions of the Contract, after the customary review of the engineer's certificate, and upon the submission of a duly certified claim, after audit.

-#-

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

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

## TOWN OF OYSTER BAY

## INTER-DEPARTMENTAL MEMO

March 15, 2024

TO: MEMORANDUM DOCKET

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

SUBJECT: QUANTITY INCREASE/DECREASE, ACCEPTANCE AND FINAL PAYMENT  
REPLACEMENT OF THE SYNTHETIC TURF FIELDS  
AT FIELD OF DREAMS PARK – EAST FIELD  
CONTRACT NO.: DP21-218PH2

Attached is the final acceptance letter, with backup, from LiRo Engineers, Inc, dated February 8, 2024 concerning an increase/decrease with a total net decrease in the amount of \$96,959. Said decrease is explained by the consultant in this correspondence.


Attached herewith is also:

1. A letter dated February 8, 2024 from Liro Engineers, Inc. recommending final acceptance by the Town of Oyster Bay.
2. The consultant's final engineer's certificate for The LandTek Group, Inc dated February 1, 2024.
3. A statement from the Town Attorney's office indicating there are no legal hindrances.
4. A statement from the Town Comptroller indicating there are no financial hindrances which would delay the acceptance of this contract.
5. A statement from the Department of Parks concurring with final acceptance.

Work under this contract was directed to proceed as of October 30, 2023 to be completed within 45 calendar days on December 14, 2023, revised to January 15, 2024 in accordance with a discontinuance of time. Actual work was completed on December 21, 2023.

Final construction costs amount to \$460,963.40.

We hereby concur with \$460,963.40 that this project be accepted as being completed and that all final payments be made to the contractor after the customary review of the engineer's certificate and claim by the Comptroller.

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

RWL/MR/SC/IK  
Attachments

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



**LiRo Engineers, Inc.**

A LiRo Group Company

235 East Jericho Tpke, Mineola, NY 11501 Telephone 516.746.2350 Facsimile 516.747.1396 www.liro.com

February 8, 2024

Richard Lenz, P.E.  
Commissioner of Public Works  
Town of Oyster Bay  
150 Miller Place  
Syosset, New York 11791

Re: Town of Oyster Bay  
Field of Dreams East Synthetic Turf Fields Replacement, Massapequa  
Contract No. DP21-218PH2  
Final Acceptance

Dear Commissioner Lenz:

LiRo Engineers, Inc. (LiRo) has performed a final inspection of Contract No. DP21-218PH2 Field of Dreams East Synthetic Turf Field Replacement. The field completed under this contract was the east multipurpose field. All punch list items have been satisfactorily completed by the contractor, The LandTek Group, Inc. LiRo's inspection indicates that the work was constructed in accordance with the approved plans and specifications.

The contract included 45 calendar days to complete the work. The start of construction began on October 30, 2023, and was scheduled to be completed by December 14, 2023. LandTek requested a contract discontinuation, caused by supply chain issues, which limited their ability to work from November 2<sup>nd</sup> until December 4<sup>th</sup>, leaving forty-two (42) days remaining to complete the project. The new contract end date was January 15<sup>th</sup>, 2024. All contract work was completed on December 21<sup>st</sup>, 2023.

The original bid amount for this contract was \$557,923.00. The final contract quantities were tabulated and provided in the attached increase/decrease notification No. 1 for a decrease of \$96,959.60. The final contract value, including Increase/Decrease Notification No. 1, recommended for approval is \$460,963.40.

LiRo recommends that the Town of Oyster Bay accept this job as final. If you have any questions regarding this matter, please do not hesitate to call.

Very truly yours,

Kenneth Holmstrom, P.E.  
Vice President



"U:\Projects\2022\22-054-0424.05 TOBDPW - Field of Dreams East\2 Engineering\Project Closeout\01 - Final Approval Recommendation - Field of Dreams East - Final.doc"



**The LiRo Group**

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

**REPLACEMENT OF THE SYNTHETIC TURF FIELD AT FIELD OF DREAMS EAST**

**CONTRACT NO.: DP21-218PH2**

**QUANTITY INCREASES / DECREASES**

Dated: 31 January 2024

Contractor: LandTek Group, Inc.

Item No.: As Listed Below

Resident Representative: Daniel Loscalzo

**Authorized Change: QUANTITY INCREASES AND DECREASES**

**DECREASES**

<b>ITEM 2M:</b>	<b>Unclassified Excavation</b>	
	Decrease Estimated Quantity From 30 CY to 0 CY	
	Decrease in cost of 30 CY @ Unit Price Bid of \$62 =	\$ (1,860.00)

Reason: The item quantity decreased due to the actual field conditions not needing any excavation.

<b>ITEM 5S-M:</b>	<b>Drainable Fill</b>	
	Decrease Estimated Quantity From 5 CY to 0 CY	
	Decrease in cost of 5 CY @ Unit Price Bid of \$40 =	\$ (200.00)

Reason: The item quantity decreased due to the field conditions not requiring any extra fill.

<b>ITEM 12B-8:</b>	<b>Furnish and Lay 8" Smooth Interior Corrugated Polyethylene Pipe</b>	
	Decrease Estimated Quantity From 20 LF to 0 LF	
	Decrease in cost of 20 LF @ Unit Price Bid of \$25 =	\$ (500.00)

Reason: The item quantity decreased due to the final installation not requiring drainage pipe replacement.

<b>ITEM 12B-10:</b>	<b>Furnish and Lay 10" Smooth Interior Corrugated Polyethylene Pipe</b>	
	Decrease Estimated Quantity From 20 LF to 0 LF	
	Decrease in cost of 20 LF @ Unit Price Bid of \$30 =	\$ (600.00)

Reason: The item quantity decreased due to the final installation not requiring drainage pipe replacement.

<b>ITEM 12B-M:</b>	<b>Furnish and Lay 1" x 12" Flat Drain Pipe</b>	
	Decrease Estimated Quantity From 20 LF to 0 LF	
	Decrease in cost of 20 LF @ Unit Price Bid of \$5 =	\$ (100.00)

Reason: The item quantity decreased due to the final installation not requiring drainage pipe replacement.

<b>ITEM 20:</b>	<b>Broken Stone, Loose Measure</b>	
	Decrease Estimated Quantity From 5 CY to 0 CY	
	Decrease in cost of 5 CY @ Unit Price Bid of \$85 =	\$ (425.00)

Reason: The item quantity decreased due to the final installation not requiring more stone.

<b>ITEM 76:</b>	<b>Topsoil and Seeding</b>	
	Decrease Estimated Quantity From 350 SF to 0 SF	
	Decrease in cost of 350 SF @ Unit Price Bid of \$16 =	\$ (5,600.00)

Reason: The item quantity decreased due to the post installation conditions being adequate.

<b>ITEM 117M</b>	<b>Temporary Fence</b>	
	Decrease Estimated Quantity From 30 LF to 0 LF	
	Decrease in cost of 30 LF @ Unit Price Bid of \$20 =	\$ (600.00)

Reason: The Town of Oyster Bay Parks Department installed the temporary closure fence. LiRo and Landtek found this fencing acceptable and therefore left it in place for the entire contract.





# The LiRo Group

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

## REPLACEMENT OF THE SYNTHETIC TURF FIELD @ FIELD OF DREAMS EAST

CONTRACT NO.: DP21-218PH2

### QUANTITY INCREASES / DECREASES

Dated: 31 January 2024

Contractor: LandTek Group, Inc.

Item No.: As Listed Below

Resident Representative: Daniel Loscalzo

<b>ITEM 396:</b>	<b>Planting Sod, Supplied or Rehandled</b>	
	Decrease Estimated Quantity From 150 SY to 0 SY	
	Decrease in cost of 150 SY @ Unit Price Bid of \$17 =	\$ (2,550.00)

Reason: The item quantity decreased due to a change in the staging methodology. The original plans called for the eastern side of the park to be used for trucking materials in and out. An opening in the fence was created which allowed materials to be loaded closer to the field. The grass was less-impacted by this methodology meaning that the grass was able to survive.

<b>ITEM 701:</b>	<b>Synthetic Turf Field</b>	
	Decrease Estimated Quantity From 85,520 SF to 77,736 SF	
	Decrease in cost of 7,784 SF @ Unit Price Bid of \$4.90 =	\$ (38,141.60)

Reason: The quantity for this item included a contingency. The value identified equals the exact amount as calculated from the field.

<b>ITEM 701-S:</b>	<b>Sports Field Striping</b>	
	Decrease Estimated Quantity From 10,800 LF to 8,339 LF	
	Decrease in cost of 2,461 LF @ Unit Price Bid of \$8 =	\$ (19,688.00)

Reason: The item quantity decreased due to the striping plan of the field being changed from its original design. The calculated value is based on the approved shop drawing.

<b>ITEM 702:</b>	<b>2" X 4" CCA Turf Nailer</b>	
	Decrease Estimated Quantity From 240 LF to 0 LF	
	Decrease in cost of 240 LF @ Unit Price Bid of \$6.00 =	\$ (1,440.00)

Reason: This item was not utilized in the contract since the existing turf nailers were in excellent condition and thus could be reused.

<b>ITEM 800*:</b>	<b>Site Allowance</b>	
	Decrease Estimated Quantity From 1 ALL to 0 ALL	
	Decrease in cost of 1 ALL @ Unit Price Bid of \$25,000.00 =	\$ (25,000.00)

Reason: This item was not utilized in the contract.

<b>ITEM 801:</b>	<b>Remove and Reset Existing Cap Stone</b>	
	Decrease Estimated Quantity From 160 F to 157 LF	
	Decrease in cost of 3 LF @ Unit Price Bid of \$85 =	\$ (255.00)

Reason: The item quantity decreased due to the actual field measurements being less than originally stated.





# The LiRo Group

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

## REPLACEMENT OF THE SYNTHETIC TURF FIELD @ FIELD OF DREAMS EAST

CONTRACT NO.: DP21-218PH2

### QUANTITY INCREASES / DECREASES

Dated: 31 January 2024

Contractor: LandTek Group, Inc.

Item No.: As Listed Below


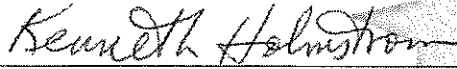
Resident Representative: Daniel Loscalzo

### AUTHORIZED CHANGE: QUANTITY INCREASES AND DECREASES

#### PROJECT SUMMARY

Bid Amount:	- \$ 557,923.00
Reserve Amount:	- \$ 0
Sub Total:	- \$ 557,923.00
Notification No. 1 (TBR Pending)	- \$ (96,959.60)
Final Construction Cost	- \$ 460,963.40

Signed By:



Kenneth Holmstrom, P.E.  
Vice President  
The LiRo Group

# Application for Payment

AIA DOCUMENT G732

**OWNER:** Oyster Bay, Town of  
150 Miller Place  
Syosset, NY 11791

**PROJECT:** Field of Dreams  
5619 Old Sunrise Hwy  
Massapequa, NY 11758

**CONTRACTOR:** The LandTek Group, Inc.  
105 Sweeneydale Avenue  
Bay Shore, NY 11706

**Architect:** The LIRo Group  
236 East Jericho Tpk  
Mineola, NY 11501

**APPLICATION NO:** 3 - Final  
**PERIOD TO:** 1/31/2024  
**CONTRACT DATE:** 11/27/2023  
**LANDTEK JOB NO. 50-2565 & 30-1683**  
**LANDTEK CUSTOMER NO OYST02**

**Distribution to:**  
x OWNER  
x ARCHITECT  
x CONTRACTOR  
x CON. MGR

**FOR: Turf Replacement**

**CONTRACTOR'S APPLICATION FOR PAYMENT**

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

- 1. ORIGINAL CONTRACT SUM \$557,923.00
- 2. Net Change by Change Orders \$0.00
- 3. CONTRACT SUM TO DATE (Line 1 + 2) \$557,923.00
- 4. TOTAL COMPLETED & STORED TO DATE \$460,963.40
- 5. RETAINAGE:
  - a. 0% of Completed Work (Column D/E on G703) \$0.00
  - b. % of Stored Material (Column F on G703) \$0.00
  - Total Retainage (Line 5a + 5b) \$0.00
- 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$460,963.40
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 From Prior Certificate) \$437,915.23
- 8. CURRENT PAYMENT DUE \$23,048.17
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 Less Line 6) \$96,959.60

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

**CONTRACTOR:** The LandTek Group, Inc.

By: *Christine Whalen*

State of New York  
County of Suffolk

FLORENCE McPARTLAND  
Notary Public, State of New York  
No. 01MC6194181

Subscribed and sworn to before me this 28th day of January 2024.

Qualified in Suffolk County  
Commission Expires September 28, 2024

Notary Public:

*[Signature]*  
9/29/2024

My Commission Expires: 9/29/2024

**CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED. **\$23,048.17 TWENTY-THREE THOUSAND,** (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

Forty-Eight Dollars  
and Seventeen Cents

**CONSTRUCTION MANAGER:**

By: *DAVIDE LOSCARO*

Date: 2/1/2024

**ARCHITECT**

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

By:

Date:

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

CHANGE ORDER STATUS	ADDITIONS	DELETIONS
Total changes approved in previous months by Owners	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
<b>TOTALS</b>	\$0.00	\$0.00
<b>NET CHANGE by Change Order</b>	\$0.00	\$0.00



~~ME~~  
MR

TOWN OF OYSTER BAY  
Inter-Departmental Memo

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

FROM: PAUL S. EHRLICH  
DEPUTY TOWN ATTORNEY

DATE: FEBRUARY 8, 2024

SUBJECT: FINAL ACCEPTANCE  
REPLACEMENT OF THE SYNTHETIC TURF FIELDS AT FIELD OF DREAMS PARK  
CONTRACT NO. DP21-218-PH2

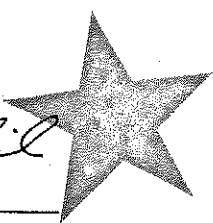
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In reply to your memorandum of February 6, 2024, please be advised that the records of this office disclose no pending litigation or other obstacles which would prevent the final acceptance of the above-referenced Contract.

By copy of this memorandum, the contractor, The LandTek Group, Inc.'s, Maintenance Bond No. BCY1102116M is being forwarded to the Town Clerk. We have reviewed the Maintenance Bond and have approved same as to form.

FRANK M. SCALERA, ESQ.  
TOWN ATTORNEY

*Paul S. Ehrlich*



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

Cc: Comptroller  
Town Clerk (with Bond)

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

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

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

**DATE: FEBRUARY 8, 2024**

**SUBJECT: FINAL ACCEPTANCE – REPLACEMENT OF THE SYNTHETIC TURF**  
**FIELDS AT FIELD OF DREAMS PARK**  
**CONTRACT NO. DP21-218PH2**

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In response to your memo dated February 6, 2024, copy enclosed, please be advised that there are no financial hindrances that would delay the acceptance of this contract.

---

**STEVEN C. BALLAS**  
**COMPTROLLER** 

Enclosure

SCB/dim:bk

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

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

March 5, 2024

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

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

FROM: JOSEPH G. PINTO, COMMISSIONER  
DEPARTMENT OF PARKS

SUBJECT: FINAL ACCEPTANCE  
REPLACEMENT OF THE SYNTHETIC TURF FIELDS  
AT FIELD OF DREAMS PARK  
CONTRACT NO.: DP21-218PH2

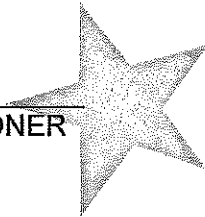
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The Department of Parks is in receipt of your memo dated, February 6, 2024.

After review, the Parks Department has no further comments or recommendations regarding the above.

If you should have any questions regarding this, please feel free to contact me at extension 4142.

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



Meeting of April 9, 2024

Resolution No. 268-2024

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated March 15, 2024, advised that in furtherance to Resolution No. 247-2019, adopted on April 16, 2019 based on the completion of the design report provided by L.K. McLean Associates, P.C., the Division of Engineering has solicited L.K. McLean Associates, P.C. for a cost estimate regarding bid support and construction administration of said subject; and

WHEREAS, Commissioner Lenz, by said memorandum, and Gilbert Anderson, P.E., Senior Project Director, L.K. McLean Associates, D.P.C., by letter dated March 4, 2024, further advised that the Department of Public Works has negotiated a fee of \$252,713.94 to proceed with the work; and

WHEREAS, Commissioner Lenz, by said memorandum, further advised that the firm of L.K. McLean Associates, P.C. has previously executed a Standard Consultant Agreement with the Department of Public Works under which services are to be provided, which is on file in the Division of Engineering; and

WHEREAS, Commissioner Lenz, by said memorandum, further advised that funds are available to satisfy these engineering services in Account No. HWY H5197 20000 000 2203 008, Project ID No. 2203 HWYDB-02; and

WHEREAS, Gilbert Anderson, P.E., Senior Project Director, L.K. McLean Associates, D.P.C., by said letter, requested the use of Municipal Testing Laboratory, Inc. as a sub-consultant, for concrete laboratory testing service, and Commissioner Lenz recommended that the Town Board authorize the use of Municipal Testing Laboratory, Inc. as a sub-consultant; and

WHEREAS, Commissioner Lenz, by said memorandum, further advised that the Town has reviewed the proposed vendor's and sub-consultant's disclosure questionnaires, and has been satisfied that the requirements of the Town's Procurement Policy have been fulfilled; and

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby approved, and L.K. McLean Associates, P.C. is authorized to perform engineering services relative to Contract No. H19-196PH3; and be it further

RESOLVED, That L.K. McLean Associates, P.C. is authorized to utilize as a sub-consultant, Municipal Testing Laboratory, Inc. relative to Highway Improvements to the Hicks Avenue Area, Syosset, Contract No. H19-196PH3; and be it further

RESOLVED, that the Office of the Comptroller is authorized to issue an encumbrance order for this purpose.

-#-

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

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

*RL*  
REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
*Gilbert A. Jaughen*

32

268

TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO

March 15, 2024

TO: MEMORANDUM DOCKET  
FROM: RICHARD W. LENZ, P.E., COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS  
SUBJECT: AWARD OF ENGINEERING SERVICES  
AND THE USE OF SUB-CONSULTANT  
HIGHWAY IMPROVEMENTS TO THE HICKS AVE AREA, SYOSSET  
CONTRACT NO. H19-196PH3  
ACCOUNT NO. HWY H5197 20000 000 2203 008  
PROJECT ID NO. 2203 HWYDB-02

In furtherance to resolution 247-2019, and consequent to the completion of the design report provided by L. K. McLean Associates, P. C. the Division of Engineering has solicited L. K. McLean Associates, P. C. for a cost estimate regarding bid support and construction administration of said subject.


The Department of Public Works has negotiated a fee of \$252,713.94 to proceed with the work, as outlined in the attached letter from L. K. McLean Associates, P. C dated March 4, 2024. The firm of L. K. McLean Associates, P. C has previously executed a Standard Consultant Agreement with the Department of Public Works under which services are to be provided, which is on file in the Division of Engineering.

Funds are available to satisfy these engineering services in Account No. HWY H5197 20000 000 2203 008 and Project ID No. 2203.HWYDB-02

L. K. McLean Associates, P. C. further requests the use of Municipal Testing Laboratories, Inc., as sub-consultant, for concrete testing services.

The proposed vendor's and sub-consultant's disclosure questionnaires have been reviewed and have satisfied Towns Procurement Policy.

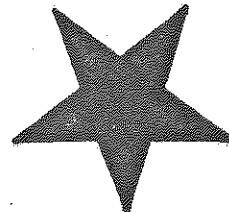
It is hereby requested that the Town Board authorize, by resolution, L. K. McLean Associates, P. C., to perform bid support and construction administration relative to Contract No. H19-196PH3 and authorize the use of Municipal Testing Laboratories, Inc. as sub-consultant, and the office of the Comptroller hereby encumber said funds.

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

RWL/~~NR~~/SC/lk  
Attachment

cc: Steven Ballas, Comptroller  
John C. Tassone, Chief Deputy Commissioner/DPW

H19-196PH3\_HICKS\_ENG SERVICES\_SUBPH3\_252,713.94







*L. K. McLean Associates, D.P.C.*

❖ 437 South Country Road • Brookhaven • New York • 11719  
❖ 25 Newbridge Road • Suite 212 • Hicksville • New York • 11801

(631) 286-8668 • FAX (631) 286-6314  
<https://www.lkma.com>

ROBERT A. STEELE, P.E. PRESIDENT and CEO  
JAMES L. DeKONING, P.E., VICE PRESIDENT  
CHRISTOPHER F. DWYER, VICE PRESIDENT  
KEITH J. MASSERIA, P.E., VICE PRESIDENT  
MATTHEW JEDLICKA, LEED AP, PRINCIPAL  
TAMARA STILLMAN, P.L.S., PRINCIPAL-DIRECTOR OF SURVEY  
CHRISTINE L. BELSON, MBA, SHRM-SCP, PRINCIPAL-CONTROLLER

Associates

STEVEN W. EISENBERG, P.E.  
ANDREW B. SPEISER  
VINCENT CORRADO, P.E.  
KEVIN J. PETERMAN, P.E.  
KARA M. O'NEILL, GISP, MBA

March 4, 2024

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

Attn.: Sunita Chakraborti, Project Manager

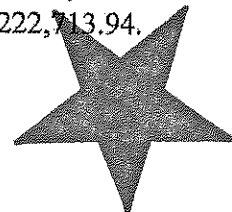
Re: **Engineering Services for Bid Support and Construction Administration of Phase 3  
of the Hicks Avenue Area Highway Improvements Project, Syosset, New York,  
TOB Contract No. H19-196PH2,  
LKMA Project No. 19067**

Madam:

Please allow this to serve as a request for funding to provide Professional Engineering Construction Services in conjunction with the referenced project. Specifically, LKMA's services will include bidding support and construction administration/inspection for Phase III of the Hicks Avenue Area Highway Improvements Project.

Based on previous correspondence, we estimate that approximately 86 Man-hours of engineering services will be required to provide Bid Support and Review, totaling \$14,718.42. Construction Administration and Inspection is estimated to require 1,424 man-hours, totaling \$207,995.52. This will bring L. K. McLean Associates estimated total fees for these services to \$222,713.94.

*Established 1950*





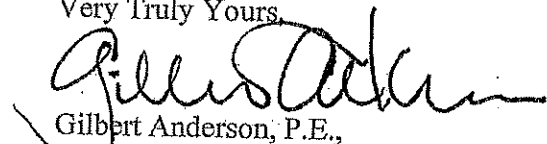
Proposal for Bid Support & Construction Admin. – Phase 3 Hicks Ave. Area Hwy. Imp.  
March 4, 2024  
Page 2 of 2

In addition to the above, we would propose that Municipal Testing Laboratories, Inc., of 375 Rabro Drive, Hauppauge, NY 11788, will provide Concrete Testing services for this project. The estimated fee for these services is estimated at \$30,000.00.

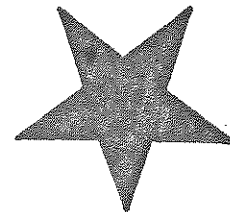
As such, the total fees for both LKMA's inspection and Municipal's testing services under this contract is \$252,713.94.

Thank you again for this opportunity and we look forward to our continued working with the Town of Oyster Bay Department of Public Works on this important project. Please contact the undersigned if you have any questions or comments on these matters at (631) 286-8668, ext. 268.

Very Truly Yours,

  
Gilbert Anderson, P.E.,  
Senior Project Director

- c. Matt Russo, P.E., Deputy Commissioner, TOBDPW  
Robert Steele, PE, President, LKMA  
James DeKoning, P.E., Vice President, LKMA



Meeting of August 9, 2022

Resolution No 542-2022

WHEREAS, pursuant to Resolution No. 247-2019, adopted on April 16, 2019, the Town Board authorized L.K. McLean Associates, P.C., 437 South Country Road, Brookhaven, New York 11719, to provide the Town of Oyster Bay with engineering services in connection with Contract No. H19-196, Highway Improvements to the Hicks Avenue Area, Syosset; and

WHEREAS, Gilbert Anderson, P.E. Senior Project Director, L.K. McLean Associates, P.C., by letter dated July 12, 2022, described the scope of work to be performed under Contract No. PWC19-196 PH3, consisting of approximately 762 hours of design development, and the preparation of detailed construction plans and contract documents for Phase 3 of the Hicks Avenue Area Highway Improvements Project; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated July 15, 2022, requested Town Board authorization for L.K. McLean Associates, P.C., to perform the aforesaid engineering services under Contract No. H19-196 PH3, and further requested that the Town Comptroller be directed to issue an encumbrance order, in an amount not to exceed \$99,439.74, for this purpose; and

WHEREAS, Commissioner Lenz, by said memorandum, advised that funds in the amount of \$99,439.74, to satisfy said engineering costs, are available in Account No. HWY H 5197 20000 000 2003 008, Project ID No. 2003HWYDB-2; and

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

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, and that L.K. McLean Associates, P.C., is hereby authorized to perform the aforesaid engineering services under Contract No. H19-196 PH3 for an amount not to exceed \$99,439.74; and be it further

RESOLVED, That the Town Comptroller is hereby authorized and directed to issue an encumbrance order in the amount of \$99,439.74, in connection with the abovementioned project; and be it further

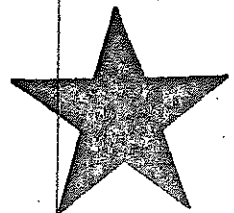
RESOLVED, That the funds for said payment shall be drawn from Account No. HWY H 5197 20000 000 2003 008, Project ID No. 2003 HWYDB-02; and be it further

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

-#-

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

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



Reviewed By  
Office of Town Attorney  
*[Signature]*

Meeting of March 19, 2024

Resolution No. 228-2024

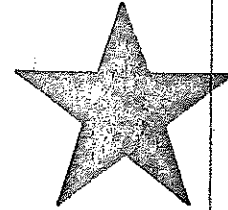
WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated March 1, 2024, informed that by Resolution No. 542-2022, adopted on August 9, 2022, the Town Board authorized L.K. Mclean Associates P.C., to provide the Town with On-Call Engineering Services for the Construction of Highway Improvements To The Hicks Avenue Area - Syosset, New York, Contract Phase: H19-196PH3; and

WHEREAS, Commissioner Lenz, by said memorandum, further advised that in connection with Contract No. H19-196PH3, On-Call Engineering Services for the Construction of Highway Improvements To The Hicks Avenue Area - Syosset, New York, he approved the plans and specifications of said Contract, and requested that the Department of General Services' Division of Purchasing proceed with setting a date for receiving bids for Contract No. H19-196PH3; and

WHEREAS, Commissioner Lenz, by said memorandum, further advised that the estimated completion time for Contract No. H19-196PH3 is one-hundred eighty (180) calendar days,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of General Services' Division of Purchasing is hereby authorized and directed to proceed with setting a bid date to receive bids for Contract No. H19-196PH3.

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Reviewed By  
Office of Town Attorney

SC

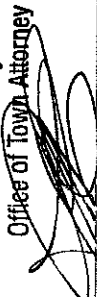
The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

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

WHEREAS, Daniel M. Pearl, Commissioner, Department of Sanitation, by memorandum dated March 12, 2024, requested Town Board authorization for membership of the following Town employees in the Solid Waste Association of North America (SWANA), for the period of June 1, 2024 through May 31, 2025, at an annual membership fee of \$245.00 per employee, for a total cost of \$1,225.00, with funds available in Account No. SAN SR05 8160 47900 000 0000:

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

CDR  
 Reviewed By  
 Office of Town Attorney



WHEREAS, Commissioner Pearl, by said memorandum, advised that SWANA is an organization of more than 10,000 public and private sector professionals committed to advancing solid waste and resource management through its shared emphasis on education, advocacy and research, and that SWANA's prominent and nationally acclaimed technical conferences and training programs cover all aspects of integrated municipal solid waste management,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and the Department of Sanitation is hereby authorized to have the abovementioned employees enrolled as members in Solid Waste Association of North America (SWANA) for the period of June 1, 2024 through May 31, 2025, at an annual membership fee of \$245.00 per employee, for a total cost of \$1,225.00; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for membership fee as stated, with funds to be drawn from Account No. SAN SR05 8160 47900 000 0000, upon submission of a duly certified claim, after audit.

-#-

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

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

TOWN OF OYSTER BAY  
Inter-Departmental Memo

March 12, 2024

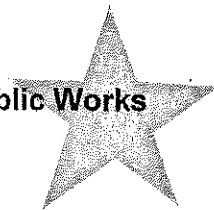
**TO: MEMORANDUM DOCKET**  
**FROM: Daniel M. Pearl, Commissioner, Department of Sanitation**  
**SUBJECT: Solid Waste Association of North America, Membership 2024**


The Solid Waste Association of North America (SWANA) is an organization of more than 10,000 public and private sector professionals committed to advancing from solid waste management to resource management through their shared emphasis on education, advocacy and research. For more than 60 years, SWANA has been the leading association in the solid waste management field. SWANA serves industry professionals through technical conferences, certifications, publications and a large offering of technical training courses.

SWANA's prominent and nationally acclaimed technical conferences and training programs cover all aspects of integrated municipal solid waste management, and the Association is a major policy and technical representative of solid waste management practitioners, executives, companies and government organizations. The Town of Oyster Bay has been a member since May of 2022 and has benefited tremendously from this association.

We, therefore, recommend that the Town Board, by Resolution, renew its membership in SWANA, June 1, 2024 through May 31, 2025, and that the Comptroller be authorized and directed to pay the annual dues in the total amount of \$1,225.00 (\$245.00 per person) from account SAN SR05 8160 47900 000 0000 for the following persons:

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



  
\_\_\_\_\_  
Daniel M. Pearl  
Commissioner

Attachments – Membership Dues Notice  
Docket Memo for SWANA Membership 2024 -2025.doc



SOLID WASTE ASSOCIATION OF NORTH AMERICA

March 08, 2024

## Annual Group Membership Renewal Invoice

Invoice: 2024 - 426717

tllicata@oysterbay-ny.gov

Thomas M. Licata

Town of Oyster Bay

150 Miller Pl

Syosset, NY 11791-5603

Thank you for your continued support of SWANA. Membership in SWANA brings value to your and your colleagues, your employer, and your career. Where else can you go for reliable information about both the latest changes impacting the solid waste and recycling industry as well as the tried and true approaches to solid waste management issues? SWANA is there when you need it, providing you with the resources you need.

It is time for your organization to renew the SWANA memberships for your team. Attached is the group billing membership invoice for Town of Oyster Bay. The membership terms are from June 01, 2024 through May 31, 2025.

If you have changes to the list of renewing members, please email your updates directly to the Membership Department at [membership@swana.org](mailto:membership@swana.org) and we will make the necessary adjustments and send you an updated invoice. If your invoice is current, please call our Member Services Team at 1-800-467-9262 and we will be more than happy to process your credit card payment over the phone. You can also submit a check with the invoice and mail it to the SWANA address listed below.

Once again, thank you for your SWANA membership and support!

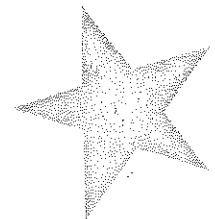
Regards,

Estela Martinez

Manager, Membership and Chapter Services

[emartinez@swana.org](mailto:emartinez@swana.org)

P.S. We look forward to your continued membership in SWANA. Renewing now will guarantee uninterrupted membership in SWANA.



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THE SOLID WASTE ASSOCIATION OF NORTH AMERICA  
8484 Georgia Ave, Suite 230, Silver Spring MD 20910 - 800-467-9262 - [swana.org](http://swana.org)

Group ID# 426717

# Annual Group Membership Renewal Invoice

3/8/2024

Group Name: Town of Oyster Bay - 426717

**INVOICE TOTAL: 1,225.00**

(Canadian Exchange rate is 1.35 to US \$1.00)

**Member Name: William Fox** **Member ID # 1930959**

Invoice Number	Invoice Date	Expiration Date	Billing Category	Amount
2025 1930959	03/01/2024	05/31/2024	New York Chapter	\$30.63
	03/01/2024	05/31/2024	Public Member Association Dues	\$214.37
<b>Sub-Total \$US:</b>				<b>\$245.00</b>

**Member Name: Richard Lenz** **Member ID # 1521977**

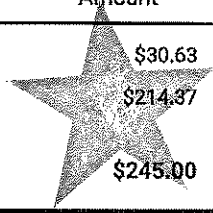
Invoice Number	Invoice Date	Expiration Date	Billing Category	Amount
2025 1521977	03/01/2024	05/31/2024	New York Chapter	\$30.63
	03/01/2024	05/31/2024	Public Member Association Dues	\$214.37
<b>Sub-Total \$US:</b>				<b>\$245.00</b>

**Member Name: Daniel Pearl** **Member ID # 1621263**

Invoice Number	Invoice Date	Expiration Date	Billing Category	Amount
2025 1621263	03/01/2024	05/31/2024	New York Chapter	\$30.63
	03/01/2024	05/31/2024	Public Member Association Dues	\$214.37
<b>Sub-Total \$US:</b>				<b>\$245.00</b>

**Member Name: Matthew Russo** **Member ID # 1624858**

Invoice Number	Invoice Date	Expiration Date	Billing Category	Amount
2025 1624858	03/01/2024	05/31/2024	New York Chapter	\$30.63
	03/01/2024	05/31/2024	Public Member Association Dues	\$214.37
<b>Sub-Total \$US:</b>				<b>\$245.00</b>





# Annual Group Membership Renewal Invoice

3/8/2024

Group Name: Town of Oyster Bay - 426717

**INVOICE TOTAL: 1,225.00**

(Canadian Exchange rate is 1.35 to US \$1.00)

Member Name: Gary Terrell

Member ID # 1930941

Invoice Number	Invoice Date	Expiration Date	Billing Category	Amount
2025 1930941	03/01/2024	05/31/2024	New York Chapter	\$30.63
	03/01/2024	05/31/2024	Public Member Association Dues	\$214.37
<b>Sub-Total \$US:</b>				<b>\$245.00</b>
<b>Total Amount Due \$US:</b>				<b>\$1,225.00</b>

3/8/2024

### Payment Section (Payment in US Dollars)

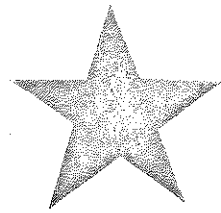
Check  American Express  Discover  MasterCard  VISA

Credit Card Number: \_\_\_\_\_ Exp: \_\_\_\_/\_\_\_\_

*\*If paying by credit card, Canadian Members will be charged at current market exchange rate.*

Signature: \_\_\_\_\_

Name as it appears on Credit Card \_\_\_\_\_



Meeting of April 9, 2024

Resolution No. 270-2024

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated March 21, 2024, requested Town Board authorization, for the Town of Oyster Bay to accept a donation of tree saplings, valued at \$159.98, from the Massapequa Park Lions Club and the Massapequa Lions Club to celebrate Arbor Day on April 26, 2024. The clubs will donate these saplings to the Massapequa Preschool located at Marjorie R. Post Community Park, Massapequa,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Town Board hereby authorizes the Department of Community and Youth Services to accept the above stated donation of tree saplings, valued at \$159.98, from the Massapequa Park Lions Club and the Massapequa Lions Club to celebrate Arbor Day on April 26, 2024 and to be donated to the Massapequa Preschool located at Marjorie R. Post Community Park, Massapequa.

-#-

7/15  
Reviewed By  
Office of Town Attorney  
*Katherine Waite*

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

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

TOWN OF OYSTER BAY  
Inter-Departmental Memorandum

March 21, 2024

TO: Memorandum Docket

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


SUBJECT: Donation of Tree Saplings

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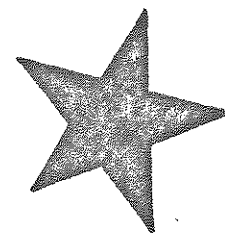
The Department of Community and Youth Services is requesting Town Board authorization to accept the donation of tree saplings from both the Massapequa Park Lions Club and the Massapequa Lions Club to celebrate Arbor Day on April 26<sup>th</sup>, 2024.

The clubs will donate these saplings to the Massapequa Preschool located at Marjorie R. Post Community Park in Massapequa. The total monetary value of the donation is \$159.98.

Therefore, it is respectfully requested that the Town Board authorize the Department of Community and Youth Services to accept the donation from both the Massapequa Park Lions Club and the Massapequa Lions Club.

  
Maureen A. Fitzgerald  
Commissioner

MAF:lw  
Attachment





## **Massapequa Park Lions Club**

P.O. Box 723

Massapequa Park, New York 11762

Youth Services Division  
Town Of Oyster Bay  
54 Audrey Avenue  
Oyster Bay, N.Y. 11771

March 15, 2024

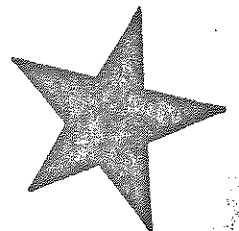
To Whom it May Concern:

The Lions Club of Massapequa Park and the Massapequa Lions Club have both been a staple in our community since 1950. This year both Clubs would like to celebrate Arbor Day, April 26<sup>th</sup>, 2024 within our neighborhood.

Our Clubs would like to donate tree saplings to the children who attend the Massapequa Preschool Program located at Morjorie R. Post, Massapequa location. The total donation would be \$159.98 as that is the cost of the saplings. They would be brought to the school at the convenience of the Director of the Preschool. Submitted for your consideration.

Sincerely,

Sharon Wozniak  
President  
Massapequa Park Lions Club  
516.779.4037



*AMS*  
Reviewed By  
Office of Town Attorney  
*Ralph P. Stealer*

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated March 21, 2024, requested Town Board authorization for the Town to enter into agreements, as negotiated and approved by the Office of the Town Attorney, to employ the services of the performers listed on the attached sheet with the dates and locations as noted, to provide entertainment for Group Activities Program (GAP) participants; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, advised that the total cost of these services shall be \$1,600.00, and that funds for the payment of these services are available in Account No. CYS A 7020 47660 000 0000, Special Events; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further advised that the Town has reviewed the proposed Vendors' Disclosure Questionnaires and has been satisfied that the requirements of the Town of Oyster Bay Procurement Policy have been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Supervisor, or his designee, is hereby authorized to execute agreements, as negotiated and approved by the Office of the Town Attorney, for the Town to employ the services of the performers listed on the attached sheet with the dates and locations as noted, to provide entertainment for Group Activities Program (GAP) participants, for an amount not to exceed \$1,600.00, with said amount to be drawn from Account No. CYS A 7020 47660 000 0000, Special Events; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon the submission 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  | Absent |
| Councilwoman Maier   | Aye    |
| Councilwoman Walsh   | Aye    |

TOWN OF OYSTER BAY  
Inter-Departmental Memorandum

March 21, 2024

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

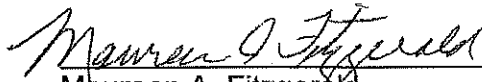
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The Department of Community & Youth Services requests Town Board authorization to employ the services of the performers listed on the attached sheet for various dates and locations. They will be providing entertainment for GAP Program participants.

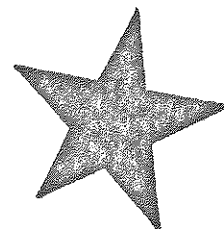
The total cost of these services is \$1,600.00. Funds are available in Account CYS A 7020 47660 000 0000, *Special Events*. In accordance with Guideline 5, Section b, of the Town Procurement Policy, these services are exempt from the solicitation, written proposal or requirements of the policy.

The proposed vendors Disclosure Questionnaires have been reviewed and satisfy the Town's Procurement Policy.

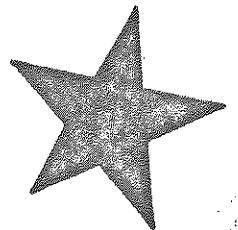
Therefore, it is respectfully requested that the Town Board authorize the Town to enter into the Agreements as negotiated and approved by the Town Attorney's Office and further authorize the Supervisor and/or his designee to execute said Agreements.

  
\_\_\_\_\_  
Maureen A. Fitzgerald  
Commissioner

MAF:jd  
Attachments



Name / Check Made Payable To	Address	Performance Date	Performance Location	Fee
Long Island Music Therapy Services, Inc.	75 East Rogues Path Huntington Station, NY 11746	Friday, 4/12/24	Syosset-Woodbury Community Park	\$300.00
P & D Party & Event, Inc.	154 Hampton Road Garden City, NY 11530	Friday, 5/10/24	North Massapequa Community Center	\$850.00
RRM Services Inc.	33 Dundee Court Mahwah, NJ 07430	Saturday, 5/11/24	Syosset-Woodbury Community Park	\$450.00



Meeting of April 9, 2024

Resolution No. 272-2024

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated March 20, 2024, requested Town Board authorization to issue a refund in the amount of \$1,710.00 to Town of Oyster Bay resident Patricia Hawkins to reimburse her for a boat slip rental at Roosevelt Marina which she is no longer renting; and

WHEREAS, based on the Town of Oyster Bay refund policy, Ms. Hawkins is entitled to receive a refund of the \$1,800.00 boat slip fee less the five percent (5%) administrative fee of \$90.00, thereby for a total refund of \$1,710.00,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of Parks is hereby authorized and directed to issue a refund in the amount of \$1,710.00 to Patricia Hawkins; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. PKS A 0001 02025 526 0000; and be it further

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

-#-

*APS*  
Reviewed By  
Office of Town Attorney  
*America Wolfe*

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

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



# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

TO: MEMORANDUM DOCKET

FROM: Joseph G. Pinto, Commissioner  
Department of Parks

DATE: 3/20/2024

SUBJECT: Patrick Hawkins- Roosevelt Marina Slip Refund

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The Department of Parks respectfully requests Town Board approval for a refund in the amount of \$1,710.00 (one thousand seven hundred ten dollars and 00/100 cents) to Town of Oyster Bay resident Patrick Hawkins, [REDACTED]. Mr. Hawkins will not be renting a slip at Roosevelt Marina and would like a refund.

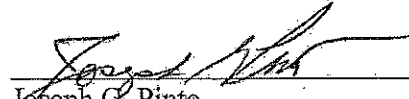
Based on the 2024 Town of Oyster Bay refund policy, Patrick Hawkins is eligible to receive the refund minus a 5% administration fee as follows:

Roosevelt Slip Rental	\$1,800.00
<u>5% Administration Fee</u>	<u>\$90.00</u>

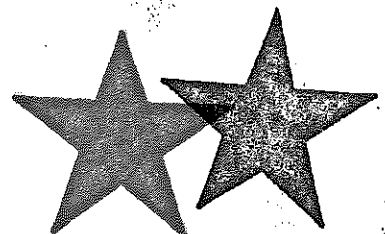
**TOTAL REFUND**                    **\$1,710.00 (one thousand seven hundred ten dollars and 00/100 cents)**

The Office of the Comptroller has reviewed the department back-up documentation and verified funds available for this requested refund.

Kindly debit the following account: PKS A 0001 02025 526 0000

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

JGP/nh



Meeting of April 9, 2024

Resolution No. 273-2024

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated March 20, 2024, requested Town Board authorization to issue a refund in the amount of \$332.50 to Town of Oyster Bay resident Melissa Loughran, to reimburse her as her son will not be attending the Spring 2024 Ice Hockey House League 10U; and

WHEREAS, Commissioner Pinto, by said memorandum, advised that Mrs. Loughran is entitled to a refund of \$350.00 less the five percent (5%) administrative fee of \$17.50 for a total refund of \$332.50,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of Parks is hereby authorized and directed to issue a refund in the amount of \$332.50 to Melissa Loughran; and be it further

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

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

-#-

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

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

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

TOWN OF OYSTER BAY  
Inter-Departmental Memorandum

TO: MEMORANDUM DOCKET  
FROM: Joseph G. Pinto, Commissioner  
Department of Parks  
DATE: 3/20/2024  
SUBJECT: Melissa Loughran- 2024 Spring Ice Hockey House League U10 Refund

The Department of Parks respectfully requests Town Board approval for a refund in the amount of \$332.50 (three hundred thirty-two dollars and 50/100 cents) to Town of Oyster Bay resident Melissa Loughran, [REDACTED]. Mrs. Loughran's son will not be attending the Spring 2024 Ice Hockey House League 10U.


Based on the 2024 Town of Oyster Bay refund policy, Melissa Loughran is eligible to receive the refund minus a 5% administration fee as follows:

2024 Spring Ice Hockey House League 10U	\$350.00
<u>5% Administration Fee</u>	<u>\$17.50</u>

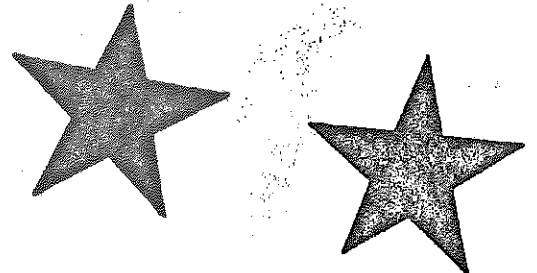
**TOTAL REFUND                    \$332.50 (three hundred thirty-two dollars and 50/100 cents)**

The Office of the Comptroller has reviewed the department back-up documentation and verified funds available for this requested refund.

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

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

JGP/nh



Meeting of April 9, 2024

Resolution No. 274-2024

WHEREAS, Cathy DiMarco, by letter dated March 11, 2024, has requested to donate a memorial plaque to be placed on an existing bench at Parklet M7, North Oak Street, North Massapequa, in memory of Una Guzzo; and

WHEREAS, the value of the plaque on an existing bench is estimated to be \$750.00, and the monies donated will be deposited into Account No. PKS A 0001 02705 000 0000; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated March 18, 2024, recommended that the Town accept said donation,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town hereby accepts the donation of \$750.00 from Cathy DiMarco to donate a memorial plaque to be placed on an existing bench at Parklet M7, North Oak Street, North Massapequa, in memory of Una Guzzo.

-#-

7.4.24  
Reviewed By  
Office of Town Attorney  
*America Walte*

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

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

Town of Oyster Bay  
Inter-Departmental Memo

**TO:** Memorandum Docket  
**FROM:** Joseph G. Pinto, Commissioner of Parks  
**SUBJECT:** Memorial Plaque and Bench  
**DATE:** March 18, 2024

---

The Department of Parks has received a request from Cathy DiMarco (letter attached) requesting a memorial plaque on an existing bench at M7, North Oak Street, North Massapequa, in memory of Una Guzzo.

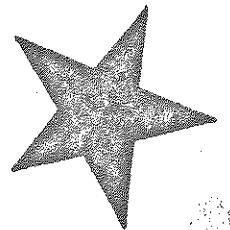
The Department of Parks has reviewed this request and concurs this will be a fitting tribute.

In accordance with Town Board Resolution 156-2024, adopted February 27, 2024, the Department of Parks respectfully requests Town Board Approval to accept a donation of \$750.00 from Cathy DiMarco.

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

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

JGP/dc



279 North Queens Avenue  
North Massapequa, NY 11758  
[REDACTED]

March 11, 2024

Dear Ms. Codispodo:

As previously discussed, we would like to have an 8 x 4 plaque placed on an existing bench in Oak Street Park, North Massapequa, New York. The plaque is in honor of Una Guzzo. Attached is a letter from the family allowing same. For your information, I met with Chris on March 8, 2024. This is the wording for the plaque:

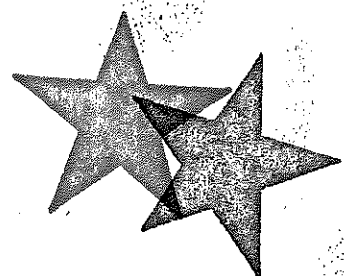
To know her  
was to love her  
Una Guzzo

Of course, if you have any questions, please let me know.

Thanks so much.

Sincerely,

*Cathy D. Marco*  
Cathy D. Marco



John Guzzo  
248 N. Oak Street  
N. Massapequa, N.Y. 11758  
March 11, 2024

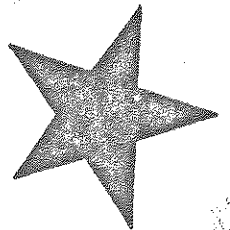
To Whom it May Concern:

My name is John Guzzo. I am the husband of Una Guzzo. I and my family give permission for Cathy DiMarco to have a memorial plaque placed in her honor at Oak Street Park.

Sincerely,

A handwritten signature in black ink, appearing to read 'John Guzzo', written over a horizontal line.

John Guzzo



Meeting of February 27, 2024

Resolution No.156-2024

Reviewed By  
Office of Town Attorney  
*Ralph F. Stealey*

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated January 24, 2024, requested that the Town Board approve the following 2024 fees for memorial plaques and benches:

FEES FOR A MEMORIAL PLAQUE:

8" x 4" plaque is \$425.00 – includes 4 lines top to bottom  
8" x 6" plaque is \$560.00 – includes 5 lines top to bottom

FEES FOR A MEMORIAL PLAQUE AND A NEW BENCH:

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

FEES FOR A MEMORIAL PLAQUE PLACED ON AN EXISTING BENCH:

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

FEES FOR A MEMORIAL PLAQUE PLACED UNDER AN EXISTING TREE:

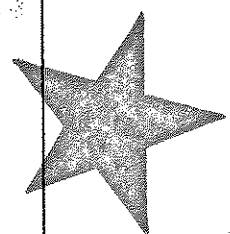
8" x 4" plaque placed under an existing tree is \$500.00  
8" x 6" plaque placed under an existing tree is \$600.00

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Town Board hereby approves the fees as specified hereinabove to be collected in Account No. PKS A 0001 02705 000 0000.

-#-

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

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





Meeting of April 9, 2024

Resolution No. 275-2024

*AS*  
Reviewed By  
Office of Town Attorney  
*Domenica Wolfe*

WHEREAS, Andrew McShane, Lieutenant, Massapequa Fire Department Engine Company 1 and Ladder Company 2, by letter dated March 18, 2024, has requested to donate a memorial plaque to be placed on a new bench at John J. Burns Park, Massapequa, in memory of Anthony M. Cardillo; and

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

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated March 19, 2024, recommended that the Town accept said donation,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town hereby accepts the donation of \$1,325.00 from Massapequa Fire Department Engine Company 1 and Ladder Company 2 to donate a memorial plaque to be placed on a new bench at John J. Burns Park, Massapequa, in memory of Anthony M. Cardillo.

-#-

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

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

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

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

---


**DATE:** March 19, 2024

The Department of Parks has received a request from Andrew McShane (letter attached) requesting a memorial plaque on a new bench at John J. Burns Park in memory of Anthony M. Cardillo.

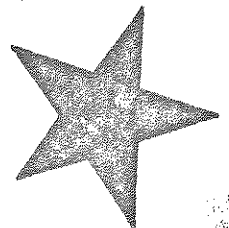
The Department of Parks has reviewed this request and concurs this will be a fitting tribute.

In accordance with Town Board Resolution 156-2024, adopted February 27, 2024, the Department of Parks respectfully requests Town Board Approval to accept a donation of \$1,325.00 from Andrew McShane.

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

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

JGP/dc



Massapequa Fire Department  
Engine Company 1 & Ladder Company 2  
1 Brooklyn Avenue, Massapequa NY 11758

March 18, 2024

Town of Oyster Bay Parks Department

Diane Codispodo

977 Hicksville Road

Massapequa NY 11758

The Massapequa Fire Department Engine Co 1 & Ladder Company 2, would like to purchase a memorial bench and 8 x 6 plaque in honor of Anthony M. Cardillo, a Town of Oyster Bay Public Safety Officer & member of the Massapequa Fire Department who tragically passed away in a vehicle accident on March 27, 2020 while working as a Public Safety Officer. We have met with the Burns Park manager and have selected a location that he has approved.

If any other information is needed, feel free to contact me.

Sincerely

Andrew McShane

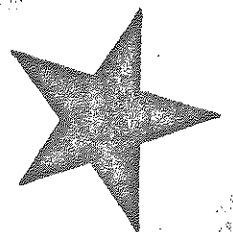
Lieutenant Ladder Company 2

Massapequa Fire Department

Ladder Company 2

(516) 557-9789

Mcshane-j@massfd.org



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

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated January 24, 2024, requested that the Town Board approve the following 2024 fees for memorial plaques and benches:

FEES FOR A MEMORIAL PLAQUE:

8" x 4" plaque is \$425.00 -- includes 4 lines top to bottom  
8" x 6" plaque is \$560.00 -- includes 5 lines top to bottom

FEES FOR A MEMORIAL PLAQUE AND A NEW BENCH:

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

FEES FOR A MEMORIAL PLAQUE PLACED ON AN EXISTING BENCH:

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

FEES FOR A MEMORIAL PLAQUE PLACED UNDER AN EXISTING TREE:

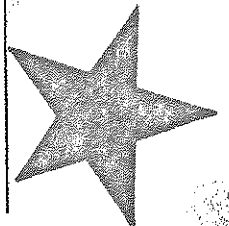
8" x 4" plaque placed under an existing tree is \$500.00  
8" x 6" plaque placed under an existing tree is \$600.00

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Town Board hereby approves the fees as specified hereinabove to be collected in Account No. PKS A 0001 02705 000 0000.

-#-

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

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



Meeting of April 9, 2024

Resolution No. 276-2024

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated March 25, 2024, requested Town Board authorization for the Department of Parks to reimburse Greg Kolodinsky, Greenskeeper, Hon. Joseph Colby Town of Oyster Bay Golf Course, Woodbury, the sum of \$180.00, for his participation in the New York State Turfgrass Association, Inc. (N.Y.S.T.A) Education Day, which was needed to fulfill the credits requirement to keep his license in good standing,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of Parks is hereby authorized to reimburse Greg Kolodinsky, Greenskeeper, the sum of \$180.00, for his participation in the New York State Turfgrass Association, Inc. (N.Y.S.T.A) Education; and be it further

RESOLVED, That the funds for said payments are available, and shall be drawn from, Account No. PKS A 7110 44900 000 0000; and be it further

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

-#-

*MS*  
Reviewed By  
Office of Town Attorney  
*Monica Wolfe*

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

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

276

11

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

**TO:** MEMORANDUM DOCKET  
**FROM:** JOSEPH G. PINTO, COMMISSIONER  
DEPARTMENT OF PARKS  
**DATE:** March 25, 2024  
**SUBJECT:** 2024 New York State Turfgrass Association, Inc. Education Day


The Long Island Golf Course Superintendents Association offers members a host of benefits and services to help them excel professionally, while enhancing the game of golf and all it contributes to the economic, social and environmental well-being of our region. The L. I. G. C. S. A. serves as a platform for members to come together and share information among themselves while establishing a network of support and advice.

Greg Kolodinsky, Greenskeeper of the Honorable Joseph Colby Town of Oyster Bay Golf Course has been a member of L. I. G. C. S. A. for many years. The knowledge he has gained from this organization has been a tremendous guide for him to follow while maintaining the golf course.

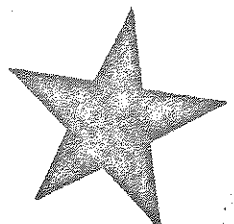
In addition, it is required for Mr. Kolodinsky to take 10 credits every 3 years to keep his license in good standing.

The Parks Department respectfully requests the Town Board to authorize a reimbursement to Mr. Kolodinsky for the N. Y. S. T. A. Education Day in the amount of one hundred and eighty dollars (\$180.00).

Funds are available in account PKS-A-7110-44900-000-0000.

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

JGP/GS/DB  
Att.





**NYSTA Store**

nysta.org/events

NYS Turfgrass Association, Inc.  
PO Box 612  
Latham, New York 12110  
United States

**Customer service**  
+1 518-783-1229  
nysta@nysta.org

---

Nov 30, 2023, 07:02 AM

Greg Kolodinsky  
3940 Fulton Ave  
Seaford, New York 11783  
United States  
gkolod@aol.com

Payment method Credit or debit  
card

---

**Order #7377**

**NYSTA Education Day - Long Island - Onsite Registration** 1 \$180.00  
SKU : 00055  
Contact Name: Greg Kolodinsky  
Organization: Town of Oyster Bay GC  
Contact Email: gkolod@aol.com  
Attendee Information: Member Attendee

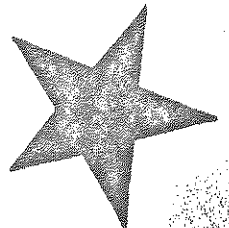
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Items	\$180.00
<b>Total</b>	<b>\$180.00</b>

Thank you for your order!



ORDER-7377



Meeting of April 9, 2024

Resolution No. 277-2024

WHEREAS, Resolution No. 888-2023, adopted December 12, 2023, authorized the award of a Contract for Consultant Services for Technical Assistance with General Planning Services in the Town of Oyster Bay for the calendar year 2024, commencing January 1, 2024 through December 31, 2024, with an option for two (2) one (1) year extensions, to Nelson, Pope & Voorhis, LLC, LiRo Architects + Planners, P.C., Cameron Engineering & Associates, LLP, and Cashin Spinelli & Ferretti, LLC, to assist the Department of Planning and Development, and authorized and directed the Supervisor, or his designee, to execute documents accordingly; and

WHEREAS, Hon. Angelo A. Delligatti, Commissioner, Department of Planning and Development, by memorandum dated March 21, 2024, requested that in order to assist the Department of Planning and Development to perform various studies and planning projects, the Town Board authorize the expenditure amount of \$500,000.00, for the calendar year 2024, commencing January 1, 2024 through December 31, 2024, for the outside General Planning consultants approved by Resolution No. 888-2023; to wit, Nelson, Pope & Voorhis, LLC, LiRo Architects + Planners, P.C., Cameron Engineering & Associates, LLP, and Cashin Spinelli & Ferretti, LLC; and

WHEREAS, Commissioner Delligatti, by said memorandum, further advised that funds are available in Account No. PAD B 8020 44800 000 0000,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Town Board authorizes the expenditure amount of \$500,000.00, for the calendar year 2024, commencing January 1, 2024 through December 31, 2024, for the outside General Planning consultants approved by Resolution No. 888-2023; to wit, Nelson, Pope & Voorhis, LLC, LiRo Architects + Planners, P.C., Cameron Engineering & Associates, LLP, and Cashin Spinelli & Ferretti, LLC, in order to assist the Department of Planning and Development to perform various studies and planning projects, with funds available in Account No. PAD B 8020 44800 000 0000, and be it further

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

-#-

REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
*Elizabeth J. Freeman*

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

Supervisor Saladino	Ayc
Councilwoman Johnson	Ayc
Councilman Imbroto	Ayc
Councilman Iland	Ayc
Councilman Labriola	Absent
Councilwoman Maier	Ayc
Councilwoman Walsh	Ayc



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

**TO:** MEMORANDUM DOCKET  
**FROM:** ANGELO A. DELLIGATTI, COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
**DATE:** MARCH 21, 2024  
**SUBJECT:** REQUEST FOR AUTHORIZATION OF EXPENDITURES  
FOR GENERAL PLANNING SERVICES  
ACCOUNT NUMBER PAD-B-8020-44800-000-0000

---

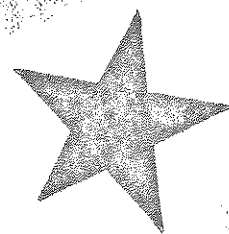
On December 12, 2023, the Town Board approved Resolution Number 888-2023 which permitted this Department to use outside consultant firms for Technical Assistance with General Planning Services for the 2024 calendar year in the Town of Oyster Bay.

In order to assist this Department with its functions to perform various studies and planning projects, it is respectfully that the Town Board authorize the expenditure amount of \$500,000.00 for the 2024 calendar year for the outside General Planning consultants that were approved by Resolution Number 888-2023: Nelson, Pope & Voorhis, LLC, LiRo Architects + Planners, P.C., Cameron Engineering & Associates, LLP and Cashin Spinelli & Ferretti, LLC.

Funds for this request are available in Account Number PAD-B-8020-44800-000-0000.

  
\_\_\_\_\_  
ANGELO A. DELLIGATTI  
COMMISSIONER

AAD:tz  
Encls.



WHEREAS, Timothy R. Zike, Deputy Commissioner, Department of Planning and Development, by memorandum dated November 17, 2023, advised that the Department issued a Request for Proposals seeking firms to provide the Department with Consultant Services for Technical Assistance with General Planning Services in the Town of Oyster Bay for the calendar year 2024, commencing January 1, 2024 through December 31, 2024, with an option for two (2) one (1) year extensions; and

REVIEWED BY  
OFFICE OF TOWN ATTORNEY

WHEREAS, Deputy Commissioner Zike, by said memorandum, further advised that six (6) responses were received to the Request for Proposals and that the proposals were reviewed in compliance with Guidelines 6 and 9 of the Town's Procurement Policy and in accordance thereof, Deputy Commissioner Zike recommended that this contract be awarded to Nelson, Pope & Voorhis, LLC; LiRo Architects + Planners, P.C.; Cameron Engineering & Associates, LLP and Cashin Spinelli & Ferretti, LLC.; and

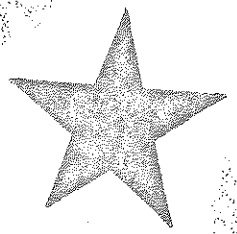
WHEREAS, Deputy Commissioner Zike, by said memorandum, further advised that the aforesaid Consultants would assist the Department, as needed, and that individual services performed pursuant to this contract would be submitted to the Board for approval and payment at the time the services are required, and that the proposed vendors' disclosure questionnaires have been reviewed and satisfy the Town's Procurement Policy.

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are accepted, and the aforesaid contract to provide Consultant Services for Technical Assistance with General Planning Services in the Town of Oyster Bay is awarded to Nelson, Pope & Voorhis, LLC, LiRo Architects + Planners, P.C., Cameron Engineering & Associates, LLP and Cashin Spinelli & Ferretti, LLC. for the calendar year 2024, commencing January 1, 2024 through December 31, 2024, with an option for two (2) one (1) year extensions, and the Supervisor, or his designee, is hereby authorized and directed to execute documents accordingly.

-#-

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, pursuant to Sections 96-15 and 96-19 of the Code of the Town of Oyster Bay, the Department of Planning and Development, by Order of the Supreme Court of the State of New York, authorized the Town of Oyster Bay, to demolish the structure at 19 Nevada Street, Hicksville, New York 11801, also known as Section 11, Block D, Lot 539 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, by memorandum dated March 22, 2024, pursuant to Section 96-19 of the Code of the Town of Oyster Bay, requested that the cost for Consulting and Legal fees, in the amount of \$32,946.05, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, as set forth in their memorandum dated March 22, 2024, is hereby 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 \$32,946.05 may be assessed by the Legislature of the County of Nassau against the parcel known as 19 Nevada Street, Hicksville, New York 11801, also known as Section 11, Block D, Lot 539 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

*REX*  
REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
*Ralph P. Healey*

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

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

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

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: March 22, 2024

SUBJECT: Property Cleanup Assessment  
19 Nevada Street, Hicksville, New York 11801  
Section 11, Block D, Lot 539

---

The Department of Planning and Development, by Order of the Supreme Court of the State of New York, is in the process of preparing the above mentioned property to be demolished following the procedures of Chapter 96, Dangerous and Abandoned Buildings, of the Code of the Town of Oyster Bay. According to Chapter 96 Section 19, Reimbursements for work performed, the Town can be reimbursed for the consulting/legal costs. The legal costs, to date, are \$30,610.05 and the consulting fees, to date, are \$2,336.00, for a total cost of \$32,946.05.

Pursuant to Section 96-19 of the Code of the Town of Oyster Bay, the Department of Planning and Development has requested that the cost of said work be referred to the County of Nassau for placement on the Nassau County Tax Assessment Rolls.

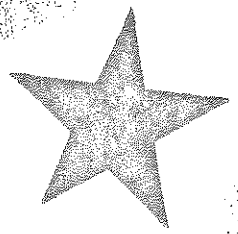
Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA  
TOWN ATTORNEY



Ralph P. Healey  
Deputy Town Attorney

RPH:aml  
Attachments



AL

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

**TO:** FRANK M. SCALERA, TOWN ATTORNEY

**FROM:** TIMOTHY R. ZIKE, DEPUTY COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT

**DATE:** MARCH 14, 2024

**SUBJECT:** 19 NEVADA STREET, HICKSVILLE, NEW YORK 11801  
SECTION 11, BLOCK D, LOT(S) 539

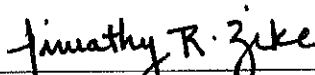
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The above referenced property is in the process of being prepared to be demolished by the Town of Oyster Bay, following the procedures of Chapter 96 (Dangerous and Abandoned Buildings) of the Code of the Town of Oyster Bay. According to Chapter 96, Section 19 (Reimbursements for work performed) of the Code of the Town of Oyster Bay, the Town can be reimbursed for the legal/consulting costs to date for this process by approving an assessment to the subject property's tax bill. Enclosed are copies of the supporting documentation and costs to date relating to the subject property. These costs are as follows:

1) CSF Consulting fees:	\$ 2,336.00
2) Bee, Ready, Fishbein, Hatter & Donovan fees:	<u>\$ 30,610.05</u>
<b>Total amount:</b>	<b>\$ 32,946.05</b>

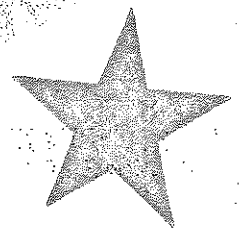
It is respectfully requested that your Office take the necessary steps in order to obtain an approval for an assessment of \$32,946.05 to be added to the subject property tax bill in order to be reimbursed for the Town's legal/consulting fees incurred to date for the subject property.

Thank you for your attention to this matter. If you have any questions, kindly contact Suzanne Fitzgerald at extension 6255 in the Code Enforcement Bureau.

  
\_\_\_\_\_  
TIMOTHY R. ZIKE  
Deputy Commissioner

ME:sf

cc: Andrew Preston Bee, Ready, Fishbein, Hatter, & Donovan, LLP.  
Encls.



## Margaret Lippolt

---

**From:** Andrew Preston <APreston@BeeReadyLaw.com>  
**Sent:** Wednesday, March 13, 2024 4:45 PM  
**To:** Margaret Lippolt; Michael Esposito  
**Subject:** 19 Nevada St. Hicksville  
**Attachments:** 607734\_2022  
\_The\_Town\_of\_Oyster\_Bay\_v\_The\_Town\_of\_Oyster\_Bay\_DECISION\_\_ORDER\_ON\_97.pdf;  
19 Nevada.pdf

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Margie,

Following our conversation earlier, the Town may wish to seek reimbursement for fees associated with prosecuting this action in light of the recent decision granting, in part, the Town's motion for demolition. This office's attached billing through February 2024 is \$30,610.05, of which \$28912.50 is fees and \$1,697.55 is disbursements. A claim from Cashin Spinelli also exists for this property but it is not in our files.

Andrew K. Preston  
Bee Ready Law Group, LLP  
170 Old Country Road, Suite 200  
Mineola, NY 11501  
Phone: (516) 746-5599 Ext: 273  
Fax: (516) 746-1045



**Cashin Spinelli & Ferretti, LLC**

SURETY CONSULTING • MUNICIPAL PLANNING • CONSTRUCTION MANAGEMENT

New York • Connecticut • Pennsylvania • Illinois • Florida

July 19, 2023

Via Email and U.S. Mail

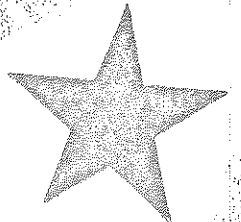
Harold Mayer, Commissioner  
Department of Planning and Development  
Town of Oyster Bay  
74 Audrey Avenue  
Oyster Bay, NY 11771

Re: 19 Nevada Street, Hicksville, NY 11801  
Section: 11 - Block: D - Lot: 539  
CSF No.: 40:1815.040

Dear Commissioner Mayer:

On behalf of Cashin Spinelli & Ferretti, LLC ("CSF"), Ryan Rosenberg, AIA, NCARB, CSI, CDT, conducted a visual inspection on June 20, 2023, of the exterior and interior of the residential building located in the Town of Oyster Bay ("Town") at 19 Nevada Street, Hicksville, New York. During CSF's inspection, numerous building code violations and dangerous conditions were observed. This report is intended to address CSF's observations and recommendations regarding the subject premises.

The subject premises is a 0.11-acre residential property. On the property exists an approximately 815 square-foot, single story with basement, wood framed, residential structure on a concrete block foundation. Generally, the structure is in poor condition due to a lack of maintenance. The structure has a gable roof, which is clad in asphaltic roofing shingles in worn and unserviceable condition with numerous missing shingles. At the time of inspection, at the rear (south) façade, the gutter, fascia board, flashing and vented soffit are missing. At the front (north) façade, CSF observed the vinyl vented soffit pulling away from the roof rafters and sagging. At the west façade, the gable-end flashing is missing, and the framing beneath has begun to rot. The front façade is clad with dilapidated vinyl shake siding with numerous holes and missing sections of siding. At the sides and rear façades, the building is clad with aluminum siding, in worn condition, with damage observed to the siding on the west side elevation. Additionally at the west side façade, it appears an AC condenser has been removed, with exposed refrigerant lines and electrical connections penetrating through unsealed openings and dangling from the façade. At the rear façade, CSF observed exposed wood framing that has begun to rot below the rear entry door. Gaps in the weatherproof surfaces of the façades were also observed along the siding, soffit, fascia, and foundation around the structure. At the time of inspection, the service drop was anchored to damaged gable boards, the electrical service meter pan was rusted, and the electrical service mast conduit was rusted and deteriorated. Furthermore, at the area of the service drop CSF observed an uncovered junction box and numerous unidentified wires dangling from the façade.

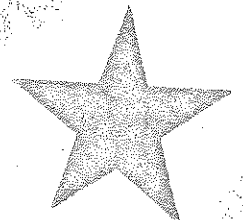


Harold Mayer, Commissioner  
July 19, 2023  
19 Nevada Street, Hicksville, NY 11801  
Page 2 of 12

The interior of the building is in very poor condition. Uninhabitable, unsanitary, and structurally unstable conditions exist throughout the interior of this structure. Trash, household items, and debris are strewn throughout the first floor and basement of the building, indicative of a hoarding situation and making traversing some of the interior rooms almost impossible. A large amount of the trash was comprised of paper and cardboard, which poses a fire hazard. In numerous locations, the exterior walls lack insulation and wallboard. Some areas of first floor ceilings are unfinished with exposed electrical wiring, dangly batt insulation, while other areas are in a state of unfinished renovation. Throughout the first floor, water staining on the ceilings, walls and wallpaper were observed, indicative of a leaking roof. Above the rear entry door, CSF observed there was no structural header supporting the load of the roof above. At the first-floor bathroom, the floor, toilet, and bathtub are covered with waste and litter. The grossly unsanitary lavatory, toilet and bathtub have been likely rendered unserviceable due to the long-term preponderance of filth. Additionally, at the time of inspection, the lavatory sink was laying broken on the floor, with sanitary piping removed up to the wall. At the first-floor kitchen, all cooking equipment and plumbing fixtures have been removed. CSF observed numerous exposed wires, uncovered junction boxes, missing switches, and fixtures throughout the building. At the time of inspection CSF observed locations of leaks at the foundation walls of the basement. In multiple areas within the basement, the ceiling finish has detached from its furring, has collapsed and CSF observed numerous dangling wires. The oil-fired boiler located within the basement appeared inoperable as the controls were damaged, and the boiler was not connected to an exhaust flue. The rusted home heating oil tank was located in the basement, it is unknown to the undersigned if the tank contained residual heating oil. No mechanical or heating equipment, no plumbing fixtures or cooking appliances were functional at the time of inspection. No smoke detectors or carbon monoxide detection devices were observed at the time of inspection.

The site is unmaintained, in poor condition and generally neglected. An unregistered vehicle was present in the asphalt driveway. An enclosed trailer, landscaping materials, landscaping equipment, building materials, and personal items were observed in the rear yard, littering the property lines. At the rear of the building a crumbling concrete platform is collapsing into the yard. During CSF's inspection, the property and structures were not secured and were open to casual trespass, constituting a public safety hazard, especially due to the hazardous and uninhabitable condition of the building. It is CSF's opinion that hazardous conditions exist at this structure and site, posing a threat to public health, safety, and welfare.

Numerous Violations of the 2020 Property Maintenance Code of New York State, 2020 Fire Code of New York State, and the Town Code of the Town of Oyster Bay ("Town Code") were observed. Violations were specifically pertaining to the following:





## Margaret Lippolt

---

**From:** Andrew Preston <APreston@BeeReadyLaw.com>  
**Sent:** Tuesday, March 12, 2024 2:45 PM  
**To:** Timothy R. Zike; 'Ryan Rosenberg'  
**Cc:** Angelo Delligatti; Jennifer Ebert; Michael Esposito; Margaret Lippolt  
**Subject:** RE: 19 Nevada St., Hicksville  
**Attachments:** 607734\_2022  
\_The\_Town\_of\_Oyster\_Bay\_v\_The\_Town\_of\_Oyster\_Bay\_DECISION\_\_ORDER\_ON\_97.pdf

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

Adding Michael and Margie. My apologies.

Andrew K. Preston  
Bee Ready Law Group, LLP  
170 Old Country Road, Suite 200  
Mineola, NY 11501  
Phone: (516) 746-5599 Ext: 273  
Fax: (516) 746-1045

**From:** Andrew Preston  
**Sent:** Tuesday, March 12, 2024 11:26 AM  
**To:** Timothy R. Zike <tzike@oysterbay-ny.gov>; 'Ryan Rosenberg' <RRosenberg@csfllc.com>  
**Cc:** Angelo Delligatti <adelligatti@oysterbay-ny.gov>; Jennifer Ebert <jebert@beereadylaw.com>  
**Subject:** 19 Nevada St., Hicksville

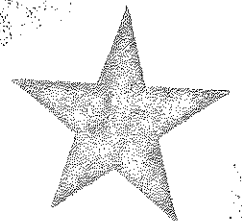
Good morning Tim and Ryan,

Good news- the Town's motion to demolish this property has been granted. Please recall that we had attempted to settle this matter with respondent Owner (Peter Centeno) and mortgage holder (Wells Fargo) through a short sale to a developer. However, the prospective purchaser was unwilling to agree to remediate and certify the safety of the foundation, and the Town required that in light of CSF's report finding foundation damage. After significant motion practice, the Court has granted the Town's motion for demolition, subject to conducting a hearing scheduled for **May 1, 2024 at 11:00 am** in Nassau Supreme Court before Justice McCormack.

Please confirm your availability for this hearing, and let me know if you have any questions.

Thank you,

Andrew K. Preston  
Bee Ready Law Group, LLP  
170 Old Country Road, Suite 200  
Mineola, NY 11501  
Phone: (516) 746-5599 Ext: 273  
Fax: (516) 746-1045



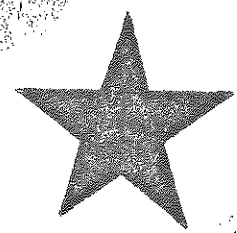
Client Ledger

ALL DATES

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			UNBILLED		BILLED		BALANCES		
TOTALS	CHE + RECOV + FEES = TOTAL		DISBS + FEES		TAX - RECEIPTS		A/R	TRUST	
PERIOD	0.00 0.00 0.00 0.00		1697.55 28912.50		0.00 28303.80		2306.25	0.00	
END DATE	0.00 0.00 0.00 0.00		1697.55 28912.50		0.00 28303.80		2306.25	0.00	

REPORT SELECTIONS - Client Ledger

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 Requested by Andrew  
 Finished Wednesday, March 13, 2024 at 04:37:30 PM  
 Ver 2023 (14.6.20230117)  
 Matters 7094-2114  
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 Major Clients All  
 Client Intro Lawyer All  
 Matter Intro Lawyer All  
 Responsible Lawyer All  
 Assigned Lawyer All  
 Type of Law All  
 Select From Active, Inactive, Archived Matters  
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 New Page for Each Lawyer No  
 New Page for Each Matter No  
 No Activity Date Dec/31/2199  
 Firm Totals Only No  
 Totals Only No  
 Entries Shown - Billed Only No  
 Entries Shown - Disbursements Yes  
 Entries Shown - Receipts Yes  
 Entries Shown - Time or Fees Yes  
 Entries Shown - Trust Yes  
 Incl. Matters with Retainer Bal No  
 Incl. Matters with Neg Unbld Disb No  
 Trust Account All  
 Working Lawyer All  
 Include Corrected Entries No  
 Show Check # on Paid Payables No  
 Show Client Address No  
 Consolidate Payments No  
 Show Trust Summary by Account No  
 Show Interest No  
 Interest Up To Mar/13/2024  
 Show Invoices that Payments Were Applied to No  
 Display Entries in Date Order





# TOWN OF OYSTER BAY

## CLAIM

AUDREY AVENUE, OYSTER BAY, NEW YORK 11771

TAXPAYER IDENTIFICATION NUMBER

FEDERAL ID #  SOCIAL SECURITY #

11-3547453

CLAIMANT'S NAME Cashin Spinelli & Ferretti, LLC	VENDOR # 10588	CONTRACT # PWC	ORDER # E04894
CLAIMANT'S ADDRESS 801 Motor Parkway, Hauppauge, NY 11788		CONTRACT NAME Structural Inspections	
TOWN DEPARTMENT Department of Planning and Development	CLAIMANT INVOICE # 49221	INVOICE DATE 07/27/2023	RESO # 800-2022

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 - 19 Nevada Street		
	Claim Period: June 20, 2023 - July 19, 2023		
	Contract Authorization:	\$15,000.00	
	Approved Increases:	\$	
	Revised Contract Authorization:	\$15,000.00	
	62% Complete		
	Previous Cost to Date:	\$9,440.00	
	Amount of Claim:	\$2,336.00	\$2,336.00
	New Cost to Date:	\$11,776.00	
	TOB P&D PM Initials:		
	TOB P&D Signature:		

<p>THE BELOW CERTIFICATION MUST BE PROPERLY FILLED OUT BY THE CLAIMANT</p> <p>I HEREBY CERTIFY the above articles were sold and delivered and/or the above service rendered to the Town of Oyster Bay on the dates and for the prices or amounts billed; that the above bill is just, true and correct; that no part thereof has been paid except as stated therein and that the balance therein stated in the amount of</p>	TOTAL AMOUNT	\$2,336.00
	CASH DISCOUNT %	
	NET AMOUNT	\$2,336.00

Two Thousand Three Hundred Thirty Six Dollars and Zero Cents

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

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

Signature: *Stephen P. Ferretti* Title: Principal Date: 07/27/2023

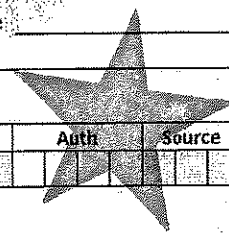
Print or type name: Stephen P. Ferretti Name of Company: Cashin Spinelli & Ferretti, LLC

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

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

#### FOR INTERNAL USE ONLY:

Invoice Date	Vendor #	Invoice #	Dept.	Fund	Function	Main Acc.	Sub Acc.	Auth	Source
07/27/2023									



# Cashin Spinelli & Ferretti, LLC

Town of Oyster Bay  
Department of Planning and Development  
Town Hall, Oyster Bay, NY 11771

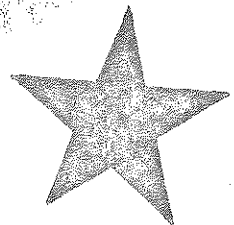
27-Jul-2023  
CSF No. :40:1815  
49221

RE: Project - Dept of Planning and Development  
Structural Inspections - 19 Nevada Street

<u>Professional Personnel</u>	<u>Hours</u>	<u>Billable Rate</u>	<u>Amount Due</u>
<b>Architect/Senior CADD Operator</b>			
R. Rosenberg / A.I.A.	3.90	160.00	624.00
J. Spinelli	10.70	160.00	1,712.00
<b>Sub-Total Payroll</b>	<b>14.60</b>		<b>\$ 2,336.00</b>
<b>Total Amount Due</b>			<u><u>\$ 2,336.00</u></u>

I hereby affirm that the above labor and hourly rates are correct.

Stephen P. Ferretti Principal 07/27/23  
Title Date





**Town of Oyster Bay  
Department of Planning and Development**

**AFFIDAVIT FOR CONSULTANT SERVICES**

STATE OF NEW YORK )  
COUNTY OF Suffolk ) ss.: Project Name: ON-CALL PLANNING SERVICES  
Contract No.: PWC

Stephen P. Ferretti, deposes and says:

1. I am the PRINCIPAL of CASHIN SPINELLI & FERRETTI, LLC (hereinafter "Consultant"), who has served as a Consultant to the Town of Oyster Bay with respect to the above-referenced Project and Contract.

2. I am fully familiar with the Project.

3. I state, under penalties of perjury:

a. that Consultant was authorized to perform all services applicable to the attached invoice;

b. that the amounts reflected on the attached invoice are true and accurate charges;

c. that the services shown on the attached invoice have been actually performed and are in accordance with the Contract.

CASHIN SPINELLI & FERRETTI, LLC

Consultant Company Name

*Stephen P. Ferretti*

Signature of Affiant

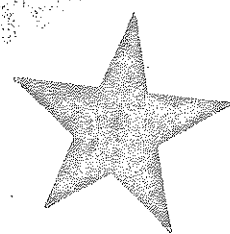
Stephen P. Ferretti - PRINCIPAL

Name and Title of Affiant

Sworn to before me this  
27 day of July 2023

*Kara Mahr*  
Notary Public

**KARA MAHR**  
NOTARY PUBLIC, State of New York  
No. 01MA6295393  
Qualified in Suffolk County  
Commission Expires January 08, 2026



**SUPREME COURT - STATE OF NEW YORK**

**PRESENT:**

**Honorable James P. McCormack**  
**Justice of the Supreme Court**

\_\_\_\_\_<sup>X</sup>  
**In the Matter of the Application of**  
**THE TOWN OF OYSTER BAY,**

**Petitioner(s),**

**-against-**

**PETER CENTENO, individually, PETER CENTENO, as administrator and distributee of the Estate of STELLA IGOE, WELLS FARGO BANK, NATIONAL ASSOCIATION, as trustee for the holder of the Merrill Lynch Mortgage Investors Trust Mortgage Loan Asset Backed Certificates, Series 2006-WMC1,**

**Respondents(s)**

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

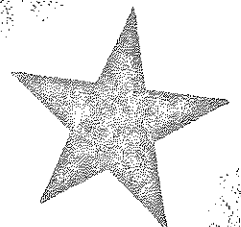
\_\_\_\_\_<sup>X</sup>

**TRIAL/IAS, PART 8**  
**NASSAU COUNTY**

**Index No.: 607734/22**

**Motion Seq. No.: 002, 003, 004, & 005**

**Motions Submitted: 1/12/24**

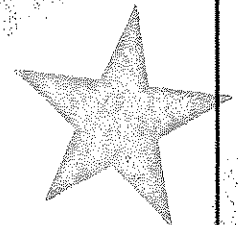


The following papers read on this motion:

Notices of Motion/Supporting Exhibits.....	XX
Notice of Cross Motion/Supporting Exhibits.....	XX
Affirmation in Opposition.....	XXXXX
Reply Affirmations.....	XXX

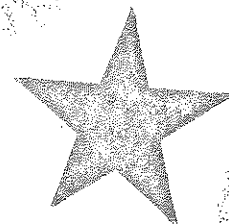
Petitioner, The Town of Oyster Bay (the Town), moves this court (Motion Seq. 002) for an order permitting them to demolish premises known as 19 Nevada Street, Hicksville, New York. Respondents, Peter Centeno (Centeno), individually, Peter Centeno, as administrator and distributee of the Estate of Stella Igoe (Igoe) and Wells Fargo Bank National Association, as trustee for the holder of the Merrill Lynch Mortgage Investors Trust Mortgage Loan Asset Backed Certificates, Series 2006-WMC1 (Wells Fargo), oppose the motion. Centeno, appearing *pro se*, also cross moves (Motion Seq. 005), to dismiss the petition pursuant to CPLR 3211. Wells Fargo moves separately (Motion Seq. 003) to dismiss the petition for failure to take their default. The Town opposes Wells Fargo's motion and cross moves (Motion Seq. 004) for an order directing a default judgment against Wells Fargo for their failure to appear. Wells Fargo opposes the cross motion.

The Town commenced this proceeding by Order to Show Cause and Notice of Petition dated June 13, 2022. On June 16, 2022, the order to show cause was presented to the Hon. Eileen C. Daly-Sapraicone of this court who signed the order to show cause and directed how and when Centeno and Wells Fargo were to be served. The Town has



uploaded proof that each Respondent was served in accordance with the terms of the order to show cause. The order to show cause was returnable July 8, 2022 and while neither Respondent formally appeared, Centeno uploaded a letter to NYSECF to Judge Daly-Sapraicone's attention on August 29, 2022, explaining why he had not received the petition, and indicating a desire to take part in the proceedings. By order dated January 27, 2023, Judge Daly-Sapraicone recused herself and the matter was re-assigned to this Part.

The petition contains four causes of action, to wit: 1) Declaratory Judgment, 2) Right to demolish the property, 3) Public Nuisance and 4) Permanent Injunction. By short form order dated April 12, 2023, this court granted the first cause of action declaring that the property violated the Town Code in the ways alleged, and referred the Second, Third and Fourth Causes of action for a hearing. The hearing was scheduled for June 7, 2023, on which date The Town and Centeno appeared. Mr. Centeno informed the court and the Town that he had a contract to sell the subject property as a short sale. The parties agreed to adjourn the hearing to allow the short sale to proceed. The hearing was adjourned until August 3, 2023, on which date Wells Fargo appeared for the first time. On that date, Wells Fargo expressed support for the short sale, and asked the court to adjourn the hearing. At Wells Fargo's request, the hearing was adjourned to September 7, 2023, then to October 5, 2023, then to October 24, 2023, then to November 13, 2023 and then to December 11, 2023. Some of the within motions were also pending, and they were adjourned along with the hearing. During these five months of adjournments





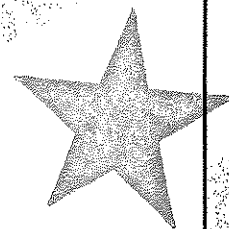
requests, the court was repeatedly told the parties simply needed a little more time to consummate the short sale. Once such email to the court read as follows:

This office represents Wells Fargo in this matter. We write to request a final 2-week adjournment of petitioner Town of Oyster Bay's motion for an order of demolition on consent of all parties (Town of Oyster Bay and Peter Centeno), the return date of which is presently scheduled for November 27th. The parties have exchanged drafts/revisions of the written settlement agreement and have made substantial progress toward finalizing the terms. The parties require more time to address concerns raised by the nonparty prospective purchaser of the subject property and to finalize the details. Thank you for your time and consideration.

While the email does not mention the hearing, the hearing was also adjourned to November 27. The adjournment request was granted, and the motions and hearing were adjourned to December 11, 2023. Despite seeking this one "final" adjournment, Wells Fargo would again seek an adjournment, which request was denied. On December 11, 2023, The Town and Wells Fargo appeared, but Centeno did not. Despite months or promuses that the short sale was moving forward, the court learned that it wou dnot be taking place. A briefing schedule was set for the pending motions, and the hearing was held in abeyance as the outcome of the motions could imapct whether the hearing could take place.

**WELLS FARGO'S MOTION TO DISMISS (MOTION SEQ. 003)  
AND THE TOWN'S MOTION FOR LEAVE TO FILE  
A DEFAULT JUDGMENT (MOTION SEQ. 004)**

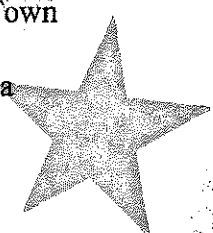
A plaintiff seeking a default judgment under CPLR §3215 must present *prima*



*facie* proof of a cause of action, and while a default admits all factual allegations of the complaint and all reasonable inferences therefrom, it does not admit legal conclusions which are reserved for the court's determination (*McGee v. Dunn*, 75 A.D.3d 624 [2d Dept. 2010]; *Green v. Dolphy Constr. Co.*, 187 A.D.2d 635 [2d Dept. 1992]; *Silberstein v. Presbyterian Hospital in the City of New York*, 96 A.D.2d 1096 [2d Dept. 1983] ). CPLR § 3215 (a) permits a plaintiff to seek default when the defendant has failed to appear. "On a motion for leave to enter a default judgment pursuant to CPLR § 3215, the movant is required to submit proof of service of the summons and complaint, proof of the facts constituting plaintiff's claim, and proof of the defaulting party's default in answering or appearing" (*Atlantic Cas. Ins. Co. v. RJNJ Servs., Inc.*, 89 AD3d 649 [2d Dept. 2011]). "CPLR § 3215(f) states that upon any application for judgment by default, proof of facts constituting claim, default, and amount due are to be set forth in affidavit made by the party" (*HSBC Bank USA, N.A. v. Betts*, 67 AD3d 735, 736 [2d Dept. 2009]).

A plaintiff seeking to assert jurisdiction over a defendant "bears the ultimate burden of proving by a preponderance of the evidence that jurisdiction over the defendant was obtained by proper service of process" (*Gottesman v. Friedman*, 90 AD3d 608, 609 [2d Dept. 2011]). Service of process must be made in strict compliance with statutory methods for effecting personal service upon a natural person pursuant to CPLR § 308; (*id.*).

Herein, Wells Fargo does not challenge service. Instead, they argue that the Town failed to take proceedings within a year after their default. The court disagrees. For a

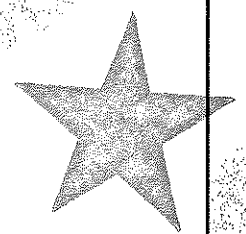


plaintiff of “take proceedings” they do not necessarily have to obtain a default judgment, or file for a default judgment within one year. (*MidFirst Bank v. Morris* 221 AD3d 889 [2d Dept 2023]). As long as the plaintiff has “manifested an intent not to abandon the case, but to take steps to seek a judgment,” then they have taken proceedings. (*Id.* at 889, quoting *Citibank N.A. v. Kerszko*, 203 AD3d 42, 50 [2d Dept 2022]). Further, a defendant may waive the right to to dismiss the complaint for failure to take proceedings where they take steps that would indicate a formal or informal appearance in the case. (*OneWest Bank FSB v. Bernstein*, 196 AD3d 591 [2d Dept. 2021]).

Herein, Wells Fargo cannot reasonably argue they have not formally or informally appeared. They first appeared on August 3, 2023, and from that point forward, they were regularly in contact with the Town’s counsel and this court. They were actively engaged in the short sale negotiations and were trying to assist in its coming to fruition. On September 29, 2023, the court received the following email from Wells Fargo’s counsel:

This firm is counsel for Respondent Wells Fargo Bank, N.A. (“Well Fargo”), who holds a mortgage on the subject property. *Wells Fargo writes to request a two-week adjournment of the Petitioner’s motion for an order of demolition of the subject property and the October 5, 2023 conference on consent of the Petitioner.*

*As you may recall, Wells Fargo and Respondent Peter Centeno previously apprised the Court of their negotiations for a short payoff of Mr. Centeno’s mortgage loan, which would allow Mr. Centeno to proceed to closing on the sale of the property to a certain third party purchaser. Upon information and belief, the purchaser is buying the property as investment property and intends to make the repairs necessary for the property to be in a safe and code compliant condition.*

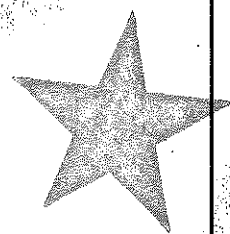


Fred Weil, Esq., the purchaser's attorney in connection with the anticipated sale, is copied herein, as is Donna Fisher, Mr. Centeno's broker and agent.

Since our September 6, 2023 conference call, Wells Fargo has completed an interior appraisal and accepted Mr. Centeno's short payoff offer. *Wells Fargo and Mr. Centeno are finalizing and executing a settlement agreement* so that Ms. Fisher can proceed with the closing.

Any argument that Wells Fargo had not appeared in this action is belied by the number of times they physically appeared during conferences, took part in phone conferences, and contacted the court to seek adjournments and to update the court on the settlement negotiations in which they were an active participant. At all times, Wells Fargo was most concerned with preventing the demolition of the subject property, and mentioned that issue during conferences and in most of their correspondence with court. The court views these action as a clear, unequivocal intent to take part in the proceedings, and they both formally and informally appeared.

The court further finds that the Town did not fail to take proceedings within one year. There was significant delay in this case that is attributable to the court. The Town's petition was filed in June, 2022. A decision was not rendered for 10 months owing to some unknown delays and then a recusal resulting in re-assignment to a new judge. The original order to show cause and petition were made returnable on July 8, 2022. When Wells Fargo failed to appear despite being properly served, the clock began to run on their default. In the April 12, 2023 order, this court granted the First Cause of Action,

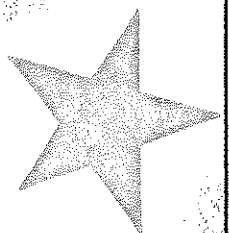


and then referred the other three causes of action for a hearing for June 7, 2023. On June 7, 2023, the Town appeared for the hearing and was prepared to move forward. At that time, the Town indicated their intent to take proceedings. Had the hearing gone forward, any judgment would have been against (or in favor of) Well Fargo and Centeno equally. The hearing was then repeatedly adjourned, often at Wells Fargo's request, because the parties were trying to settle the case. Active settlement negotiations are a reasonable excuse for not seeking a default judgment. (*First Nationwide Bank v. Pretel*, 240 AD2d 629 [2d Dept 1997]). As the driver of the settlement process, Wells Fargo cannot deny they took part in the negotiations. Nor has Wells Fargo even hinted at any type of prejudice. *Id.*

Wells Fargo's motion to dismiss will be denied, and the Town's motion for a default judgement will be denied as moot as the court finds Wells Fargo has appeared in these proceedings.

**THE TOWN'S MOTION TO DEMOLISH THE  
SUBJECT PROPERTY (MOTION SEQ. 002) AND CENTENO'S  
MOTION TO DISMISS THE PETITION (MOTION SEQ. 004)**

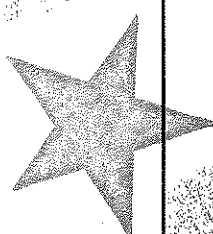
The issue of demolishing the property was part of the subject of the hearing that has yet to occur. This order will reschedule that hearing, rendering this motion moot. The argument that the petition did not seek demolition is spurious. While, perhaps, oddly worded, there is no doubt that the petition put the Respondents on notice that the Town would seek demolition as one of its requested remedies.



As for Centeno's motion to dismiss for failure to state a claim, it mostly argues that the petition cannot be granted because it is based upon conclusory allegations.

In reviewing a motion to dismiss for failure to state a cause of action pursuant to CPLR § 3211(a)(7), the court is to accept all facts alleged in the complaint as being true, accord plaintiff the benefit of every possible favorable inference, and determine only whether the alleged facts fit within any cognizable legal theory (see *Delbene v. Estes*, 52 AD3d 647 [2nd Dept. 2008]; see also *511 W.232nd Owners Corp. v. Jennifer Realty Co.*, 98 NY2D 144 [2002]. Pursuant to CPLR § 3026, the complaint is to be liberally construed. *Leon v. Martinez*, 84 NY2d 83 [1994]. It is not the court's function to determine whether plaintiff will ultimately be successful in proving the allegations. *Aberbach v. Biomedical Tissue Services*, 48 AD3d 716 [2nd Dept. 2008]; see also *EBCI, Inc. v. Goldman Sachs & Co.*, 5 NY3D 11 [2005].

The pleaded facts, and any submissions in opposition to the motion, are accepted as true and given every favorable inference (see *511 W. 323rd Owners Corp. v. Jennifer Realty Co.*, 98 NY2d at 151-152; *Dana v. Malco Realty, Inc.*, 51 AD3d 621 [2d Dept 2008]; *Gershon v. Goldberg*, 30 AD3d 372, 373 [2d Dept 2006]). However, a court may consider evidentiary material submitted by a defendant in support of a motion to dismiss a complaint pursuant to CPLR § 3211(a)(7) (see CPLR § 3211[c]; *Sokol v. Leader*, 74 AD3d at 1181). "When evidentiary material is considered" on a motion to dismiss a complaint pursuant to CPLR § 3211(a)(7), the criterion is whether the plaintiff has a cause of action, not whether they have properly stated one, and unless it has been shown



that a material fact as claimed is not a fact at all or that no significant dispute exists, the dismissal should not be granted (*Guggenheimer v. Ginzburg*, 43 NY2d at 275; *see Sokol v. Leader*, 74 AD3d at 1182).

The petition here clearly lays out cognizable causes of action. There is no basis upon which to dismiss the petition.

This is another issue that will be resolved by the hearing.

Accordingly, it is hereby

**ORDERED**, that the Town's motion (Motion Seq. 002) to demolish the subject property is **GRANTED** to the extent that the issue is referred for a hearing; and it is further

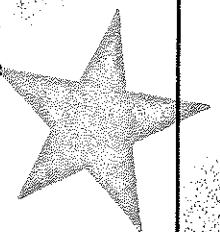
**ORDERED**, that Wells Fargo's motion (Motion Seq. 003) to dismiss the complaint against themj is **DENIED** in its entirety; and it is further

**ORDERED**, that the Town's cross motion (Motion Seq. 004) for leave of fiipe a default judgment against Wells Fargo is **DENIED** as moot; and it is further

**ORDERED**, that Centeno's motion (Motion Seq. 005) to dismiss is **DENIED**; and it is further

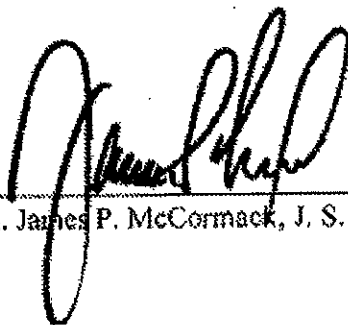
**ORDERED**, that all parties are directed to appear for a hearing on the Second, Third and Fourth Causes of Action in the petition ON May 1, 2024 at 11:00am. The court will not entertain any adjournment requests from the parties absent exigent circumstances.

This constitutes the Decision and Order of the Court. The court has considered the



remaining arguments of the parties and finds them to be without merit

Dated: March 8, 2024  
Mineola, N.Y.

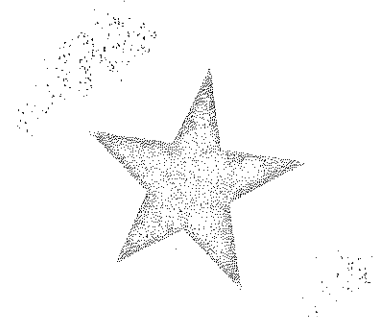


Hon. James P. McCormack, J. S. C.

**ENTERED**

**Mar 11 2024**

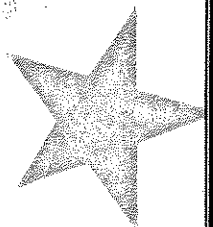
NASSAU COUNTY  
COUNTY CLERK'S OFFICE





**Photo Log**  
**19 Nevada Street,**  
**Hicksville, NY 11801**

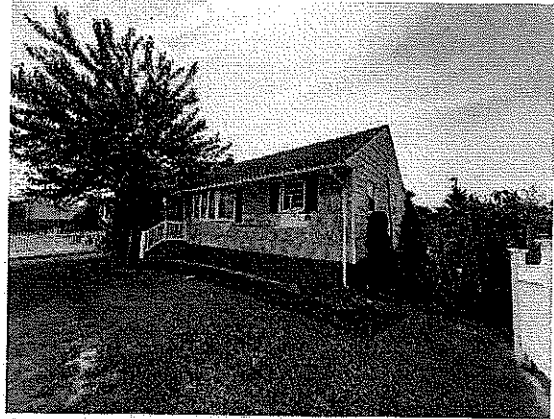
801 Motor Parkway, Suite 103, Hauppauge, New York 11788  
T: 631.737.9170 | F: 631.737.9171 | [www.csflc.com](http://www.csflc.com)



**Photographic Documentation taken on June 20, 2023**  
**Exterior Photos**



Front Yard & Front Façade (North) – Foundation cracked. Siding deteriorating. Roof dilapidated. Tree resting on building. Windows and doors not boarded.



Corner (Northwest) – Siding deteriorating. Roof dilapidated. Tree resting on building. Windows and doors not boarded.



Corner (Northeast) – Overgrowth on building. Soffit collapsing. Missing / deteriorating siding.



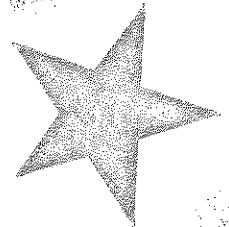
Side Façade (East) – Exposed / dangling wiring. Rusted electric meter. Foundation cracks.



Rear Yard & Rear Façade (South) – Unsafe, dilapidated concrete patio. Unregistered car. Dangling wiring. Missing gutters. Roof dilapidated, shingles cracked.



Rear Façade (South) – No soffit installed. Collapsing plywood. Windows not boarded.





Corner (Southwest) – Exposed / dangling wiring. Missing soffit. Foundation cracked. Fascia dilapidated. Holes in siding, damaged siding. Hanging PVC pipe.



Rear Yard (South) – Enclosed trailer in rear yard. Building materials, rotted plywood, and landscaping equipment stored in rear yard.



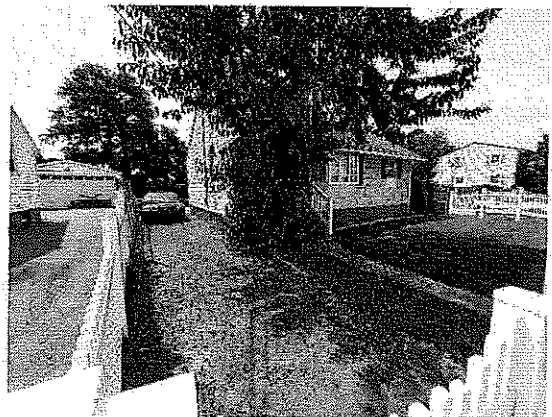
Rear Yard (South) – Personal items, landscaping equipment, and building materials stored in rear yard.



Rear Yard (South) – Personal items, landscaping equipment, and building materials stored in rear yard.

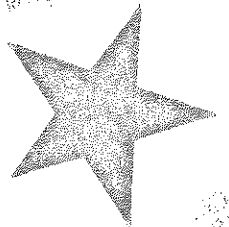


Rear Yard (South) – Personal items, landscaping equipment, and building materials stored in rear yard.



Front Yard (North) – Overgrowth of tree and vines, impeding access to front door and walkways.

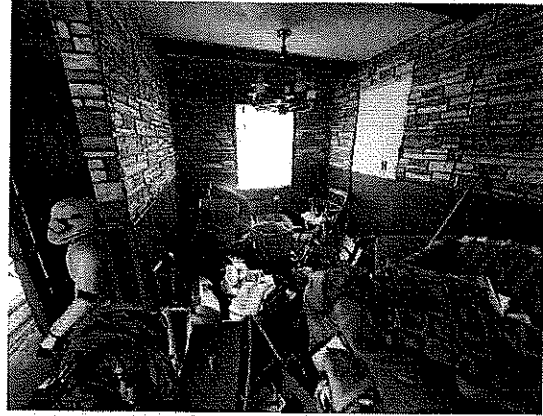
**End of Exterior Photos**



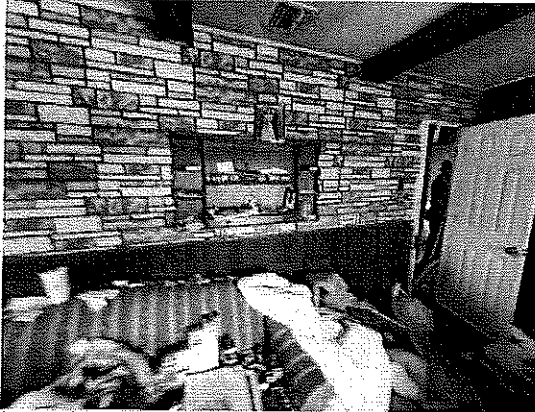
Interior Photos



Entry (First Floor) – Personal items and trash in floor. Flooring damaged and dilapidated, in need of maintenance.



Interior (First Floor) – Personal items, trash, and cardboard boxes strewn through interior. Floor covered, ingress and egress inhibited.



Living Room (First Floor) – Personal items, trash, and debris strewn through interior.



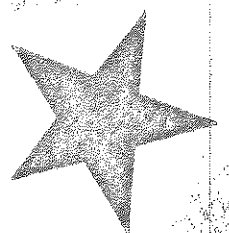
Living Room (First Floor) – Personal items, trash, and debris strewn through interior. Evidence of transient activity.

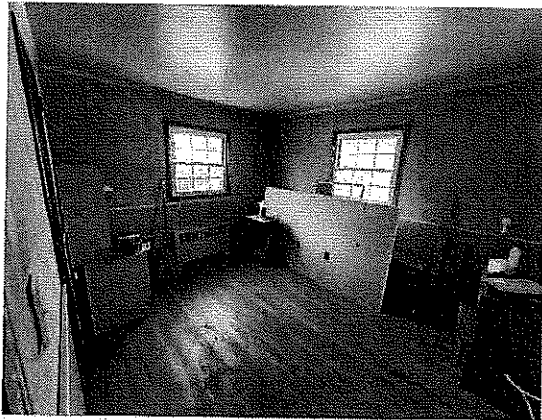


Interior (First Floor) – Unfinished wall, exposed wiring and incomplete electrical work. Debris and trash on floor.



Interior (First Floor) – Evidence of vermin infestation.





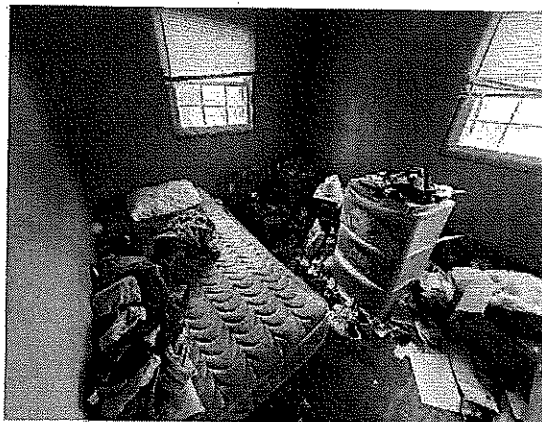
Interior (First Floor) – Evidence of water damage behind wallpaper. Wallpaper peeling away. Floor and wainscoting poorly maintained.



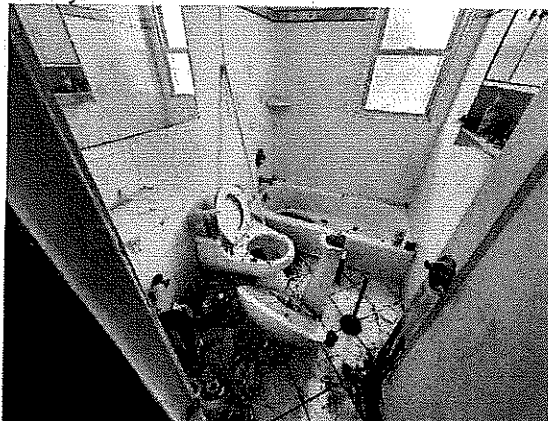
Interior (First Floor) – Evidence of water damage behind wallpaper. Wallpaper peeling away.



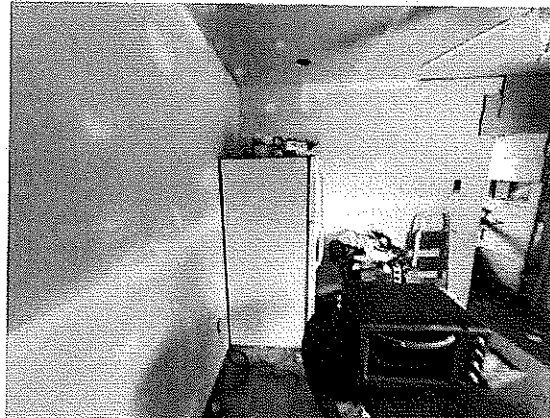
Bedroom (First Floor) – Personal items, trash, and debris strewn through interior. Evidence of transient activity.



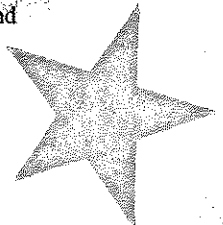
Bedroom (First Floor) – Personal items, trash, and debris strewn through interior. Evidence of transient activity, Unsanitary / uninhabitable conditions.

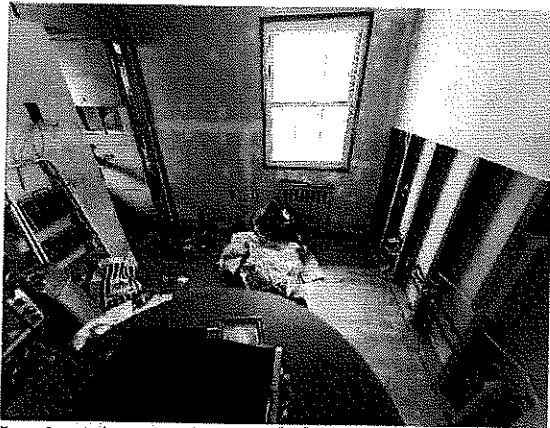


Bathroom (First Floor) – Unsafe / unsanitary conditions. Personal items, trash, and debris. Mold / mildew observed in toilet and tub.



Interior (First Floor) – Unfinished walls and electrical work. Floors unmaintained. Personal items, trash, and debris present.





Interior (First Floor) – Building supplies, trash, and debris on floor. Unfinished electrical work and interior walls. Unsanitary / uninhabitable conditions.



Interior (First Floor) – Trash and debris on floor. Unfinished electrical work and interior walls. Evidence of transient activity.



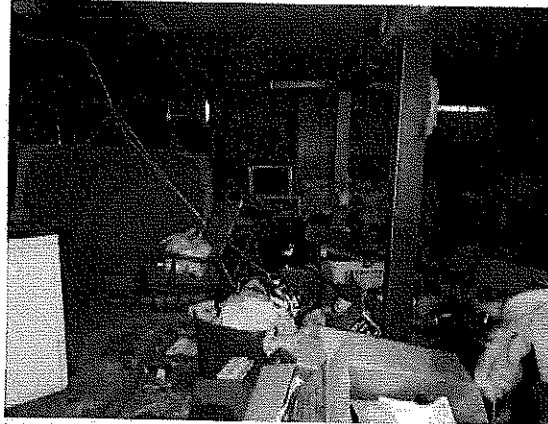
Interior (First Floor) – Evidence of vermin infestation. Building supplies and debris on floor. Unsanitary / uninhabitable conditions.



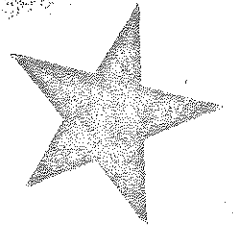
Interior (First Floor) – No ceiling, rafters visible. Building supplies, trash, and debris on floor. Unfinished renovation.



Interior (Basement Stairway) – Household items, trash, and debris on floor and stairs. Unsanitary / uninhabitable conditions.

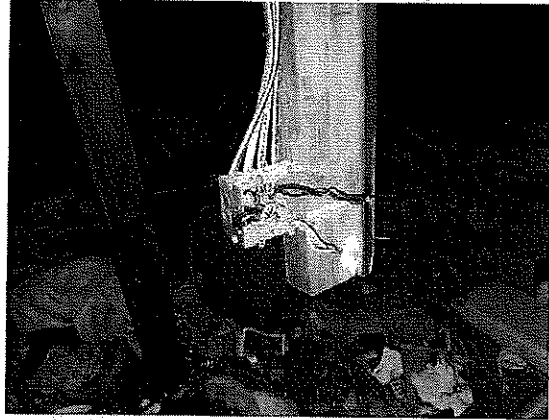


Interior (Basement) – Unsanitary / uninhabitable conditions. Drywall on ceiling at risk of collapse / partially collapsed.

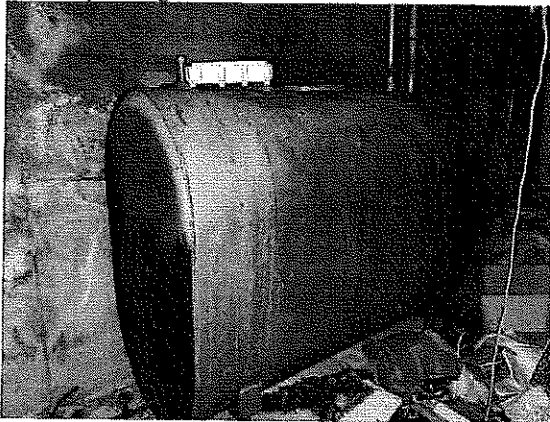




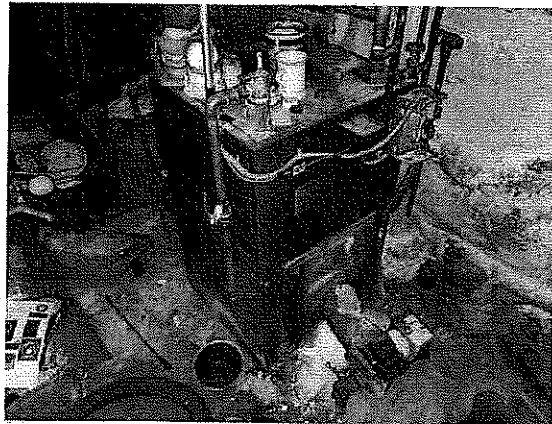
Interior (Basement) – Household items, trash, and debris on floor. Unsanitary / uninhabitable conditions. Hole in paneling.



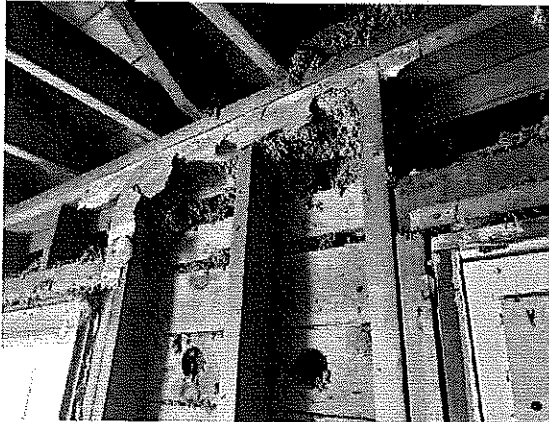
Interior (Basement) – Exposed wiring. Potential hazard for electrocution / arcing. Unsafe conditions.



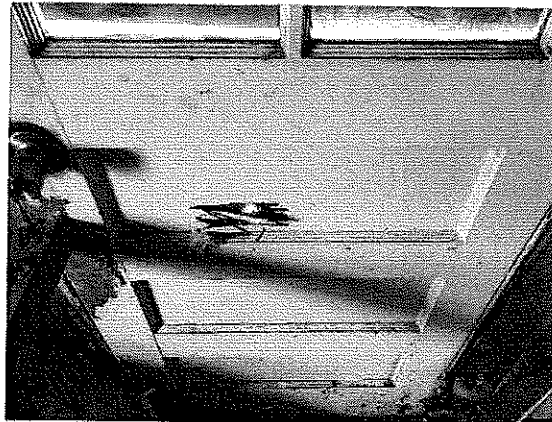
Interior (Basement) – Home heating oil storage tank with damaged fill and vent pipes. Unknown quantity of oil remaining in tank.



Interior (Basement) – Oil burner unmaintained and in unserviceable condition.

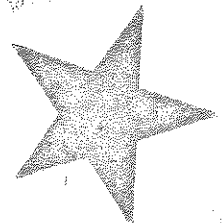


Interior (First Floor) – Evidence of vermin infestation. Ceiling unfinished, rafters visible. Unsanitary / uninhabitable conditions.



Interior (First Floor) – Hole in rear door to rear yard. Improperly boarded, not weathertight.

### End of Photographic Documentation



Harold Mayer, Commissioner  
July 19, 2023  
19 Nevada Street, Hicksville, NY 11801  
Page 3 of 12

## **2020 PROPERTY MAINTENANCE CODE OF NEW YORK STATE**

### **CHAPTER 1 SCOPE AND ADMINISTRATION**

#### **SECTION 101 TITLE, SCOPE AND PURPOSE**

##### **101.1 Title.**

*This publication shall be known as the 2020 edition of the Property Maintenance Code of New York State (PMCNYS) hereinafter referred to as "this code."*

##### **101.2 Scope.**

*The provisions of this code shall apply to all existing residential and nonresidential structures and all existing premises and constitute minimum requirements and standards for premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, a reasonable level of safety from fire and other hazards, and for a reasonable level of sanitary maintenance; the responsibility of owners, an owner's authorized agent, operators and occupants; the occupancy of existing structures and premises and for administration, enforcement and penalties.*

##### **101.3 Purpose.**

*This code shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare insofar as they are affected by the continued occupancy and maintenance of structures and premises. Existing structures and premises that do not comply with these provisions shall be altered or repaired to provide a minimum level of health and safety as required herein.*

\* \* \*

#### **SECTION 107 UNSAFE STRUCTURE AND EQUIPMENT**

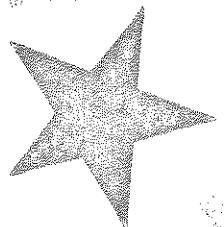
##### **107.1 General.**

*If the authority having jurisdiction determines, during the inspection or otherwise, that a premises, building or structure, or any building system or equipment, in whole or in part, constitutes a clear and imminent threat to human life, safety or health, the authority having jurisdiction shall exercise its powers in due and proper manner so as to extend to the public protection from the hazards of threat to human life, safety, or health.*

##### **107.1.1 Unsafe structures.**

*An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe, or of such faulty construction or unstable foundation, that partial or complete collapse is possible.*

\* \* \*





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**107.1.3 Structure unfit for human occupancy.**

*A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.*

Due to the various observations made on June 20, 2023, and reported here within, this building is unsafe, structurally unstable, and unfit for human occupancy. It contains filth, is unsanitary, and lacks functional sanitary facilities as required by code.

\* \* \*

**CHAPTER 3 GENERAL REQUIREMENTS**

**SECTION 301 GENERAL**

**301.1 Scope.**

*The provisions of this chapter shall govern the minimum conditions and the responsibilities of persons for maintenance of structures, equipment and exterior property.*

**301.2 Responsibility.**

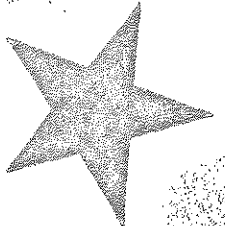
*The owner of the premises shall maintain the structures and exterior property in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy as owner-occupant or permit another person to occupy premises which are not in a sanitary and safe condition and which do not comply with the requirements of this chapter. Occupants of a dwelling unit, rooming unit or housekeeping unit are responsible for keeping in a clean, sanitary and safe condition that part of the dwelling unit, rooming unit, housekeeping unit or premises which they occupy and control.*

**301.3 Vacant structures and land.**

*Vacant premises, structures and portions thereof, or vacant land shall be maintained by the owner in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.*

Due to the various observations made on June 20, 2023, and reported here within, this structure does not comply and is in poor condition, causing a blighting problem to the surrounding area and posing a threat to the public health, safety, and welfare.

\* \* \*



**SECTION 302 EXTERIOR PROPERTY AREAS**

**302.1 Sanitation.**

*Exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property which such occupant occupies or controls in a clean and sanitary condition.*

Based on the conditions observed on June 20, 2023, and reported here within, this property does not comply and is not maintained in a clean, safe and sanitary condition. Large amounts of trash and construction debris litter the site.

\* \* \*

**SECTION 304 EXTERIOR STRUCTURE**

**304.1 General.**

*The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety, or welfare.*

Based on the conditions observed on June 20, 2023, and reported here within, this property does not comply. The exterior structure is not maintained in good repair. These conditions pose a threat to the public health, safety, and welfare.

**304.1.1 Unsafe Conditions.**

*The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the Building Code of New York State or the Existing Building Code of New York State as required for existing buildings.*

The following are specific issues that apply to the structures:

4. *Siding and masonry joints including joints between building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or watertight.*

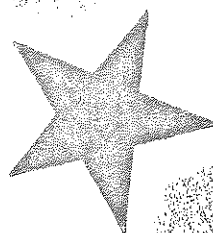
\* \* \*

6. *Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.*

\* \* \*

8. *Roofing or components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.*

\* \* \*



12. *Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.*

Due to the various observations made on June 20, 2023, and reported here within, this building has unsafe conditions as enumerated above.

**304.2 Protective treatment.**

*Exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. Siding and masonry joints as well as those between the building envelope and the perimeter of windows, doors, and skylights, shall be maintained weather resistant and water tight. Metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion and surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.*

Due to the various observations made on June 20, 2023, and reported here within, the exterior surfaces do not comply. The exterior surfaces of this structure are not maintained in good condition and are not protected from the elements and decay. The structure must be weather resistant, watertight and sealed from vermin to prevent any further deterioration.

\* \* \*

**304.5 Foundation walls.**

*Foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.*

Based on the conditions observed on June 20, 2023, and reported here within, this property does not comply. Cracks in the foundation and numerous leaks we observed.

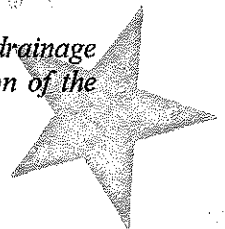
**304.6 Exterior walls.**

*Exterior walls shall be free from holes, breaks and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.*

Based on the conditions observed on June 20, 2023, and reported here within, this property does not comply. There are many areas of holes, gaps, and breaches in the weatherproof envelope. Deterioration and decay will continue at a rapid rate.

**304.7 Roofs and drainage.**

*The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the*



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*structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.*

Due to the various observations made on June 20, 2023, and reported here within, the roof does not comply as CSF observed damage due to leaks and unmaintained gutters.

\* \* \*

**304.13 Window, skylight, and door frames.**

*Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.*

Due to the various observations made on June 20, 2023 and reported here within the windows and doors do not comply. The basement was lacking windows and the openings were haphazardly boarded with unsealed and unprotected plywood.

\* \* \*

**SECTION 305 INTERIOR STRUCTURE**

**305.1 General.**

*The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. Occupants shall keep that part of the structure that they occupy or control in a clean and sanitary condition. Every owner of a structure containing a rooming house, housekeeping units, a hotel, a dormitory, two or more dwelling units or two or more nonresidential occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and exterior property.*

Due to the various observations made on June 20, 2023, and reported here within, the occupants and inhabitants have not maintained the structure in good repair, structurally sound and sanitary condition.

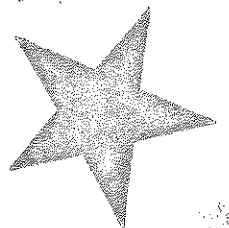
\* \* \*

**305.3 Interior Surfaces.**

*Interior surfaces, including windows and doors, shall be maintained in good clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.*

Due to the various observations made on June 20, 2023, and reported here within, ceiling finishes have failed, causing their collapse.

\* \* \*



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**SECTION 308 RUBBISH AND GARBAGE**

**308.1 Accumulation of rubbish and garbage.**

*Exterior property and premises, and the interior of every structure, shall be free from any accumulation of rubbish or garbage.*

Due to the various observations made on June 20, 2023, and reported here within, the property contains rubbish and garbage throughout.

\* \* \*

**SECTION 309 PEST ELIMINATION**

**309.1 Infestation.**

*Structures shall be kept free from insect and rodent infestation. Structures in which insects or rodents are found shall be promptly exterminated by approved processes that will not be injurious to human health. After pest elimination, proper precautions shall be taken to prevent reinfestation.*

Due to the various observations made on June 20, 2023, and reported here within, the building is suspected to be currently infested with vermin.

\* \* \*

**2020 FIRE CODE OF NEW YORK STATE**

**CHAPTER 3 GENERAL REQUIREMENTS**

**SECTION 301 GENERAL**

**301.1 Scope.**

*The provisions of this chapter shall govern the occupancy and maintenance of all structures and premises for precautions against fire and the spread of fire and general requirements of fire safety.*

\* \* \*

**SECTION 311 VACANT PREMISES**

**311.1 General.**

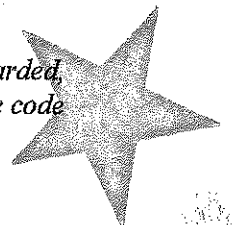
*Temporarily unoccupied buildings, structures, premises or portions thereof, including tenant spaces, shall be safeguarded and maintained in accordance with Sections 311.1.1 through 311.6.*

**311.2 Safeguarding vacant premises.**

*Temporarily unoccupied buildings, structures, premises or portions thereof shall be secured and protected in accordance with Sections 311.2.1 through 311.2.3.*

**311.2.1 Security.**

*Exterior and interior openings open to other tenants or unauthorized persons shall be boarded, locked, blocked or otherwise protected to prevent entry by unauthorized individuals. The fire code*



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*official is authorized to placard, post signs, erect barrier tape or take similar measures as necessary to secure public safety.*

Based on the conditions observed on June 20, 2023, and reported here within, the building is not properly boarded, and the site is not fully secured. The property is not in compliance with the safeguarding of vacant premises.

\* \* \*

## **CODE OF THE TOWN OF OYSTER BAY**

### **Chapter 96: Dangerous Buildings and Abandoned Buildings**

#### **§ 96-1. Legislative findings.**

*It is hereby declared and found by the Town Board of the Town of Oyster Bay that the purpose of this chapter is to provide basic and uniform standards governing the condition and maintenance of residential and commercial premises and establishing reasonable safeguards for the safety, health and welfare of the occupants and users of the premises and also for the residents of the Town of Oyster Bay.*

#### **§ 96-2. Definitions and word usage.**

*A. As used in this chapter, the following terms shall have the meanings indicated:*

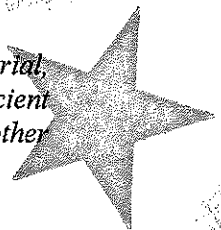
*BOARDED and BOARDING — Clear, impact-resistant polycarbonate sheeting of a thickness in excess of 3/16 inch, except as otherwise directed by the Commissioner. [Added 1-9-2018 by L.L. No. 2-2018]*

Due to the various observations made on June 20, 2023, and reported here within, the accessory structure does not comply as windows and doors have not been boarded.

*DANGEROUS BUILDINGS — Any building or structure which has any or all of the following conditions:*

\* \* \*

- (4) Those having inadequate or insufficient facilities for ingress and egress in the event of a fire, panic or other emergency or having insufficient stairways, elevators, fire escapes, aisles, passageways, corridors or other means of access and which do not meet minimum standards prescribed by the New York State Uniform Fire Prevention and Building Code.*
- (5) Those which have parts thereof which are so attached or connected in such a manner that they may fall, collapse or cause damage and injury to the occupants thereof or other persons or property.*
- (6) Those which, in whole or in part, used for residential, commercial, mercantile, industrial, storage, assembly, institutional or any other purpose for want of repair, lack of sufficient fire escapes or exits or by reason of age, fire or dilapidated condition or from any other*



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*cause may now be or shall at any time hereafter become unsafe or dangerous structurally or a fire hazard or a nuisance to the general public.*

*(7) A vacant and abandoned building. [Amended 1-9-2018 by L.L. No. 2-2018]*

*(8) Those which have been damaged by fire, wind, act of vandalism or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the Town of Oyster Bay.*

*(9) Those which have become or are so dilapidated, decayed, unsafe or unsanitary or which so utterly fail to provide the amenities essential to decent living that they are unfit for human habitation, as are likely to cause sickness or disease, so as to work injury to the health, morals, safety or general welfare of those living therein or to the people of the Town of Oyster Bay.*

*(10) Those having light, air and sanitation facilities which are inadequate to protect the health, morals, safety or general welfare of human beings who live or may live therein.*

\* \* \*

*(12) Those which, in whole or in part, have an electrical wiring system which is defective, or is an improper type of wiring for the purpose intended, or which fails to meet ventilation requirements as prescribed by applicable provisions of law, or which have plumbing, sewage or drainage facilities that are not in conformity with applicable building and plumbing codes.*

Due to the various observations made on June 20, 2023, and reported here within, all the above listed paragraphs apply to the building.

\* \* \*

*VACANT AND ABANDONED — Real property which displays no evidence that any persons are residing there and is not maintained in a manner consistent with the standards set forth in New York Property Maintenance Code Chapter 3. [Added 1-9-2018 by L.L. No. 2-2018]*

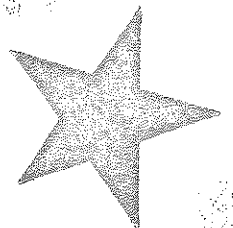
*(2) Evidence of lack of occupancy shall include but not be limited to the following conditions:*

\* \* \*

*(d) Accumulation of trash, refuse or other debris;*

\* \* \*

*(g) The property is open to casual entry or trespass; or*



- (h) *The property has a building or structure that is or appears structurally unsound or has any other condition that presents a potential hazard or danger to the safety of persons.*

Due to the various observations made on June 20, 2023, and reported here within, all the above listed sections apply to the building.

\* \* \*

**§ 96-3. Declaration of nuisances.**

*All dangerous buildings, as defined by § 96-2 of this chapter, are hereby declared to be public nuisances and shall be sealed, boarded up, vacated and/or repaired, secured, demolished, and removed as hereinafter provided.*

\* \* \*

**§ 96-15. Repair and demolition standards.**

*The following standards shall be followed in substance by the Commissioner in ordering repair or demolition or vacation:*

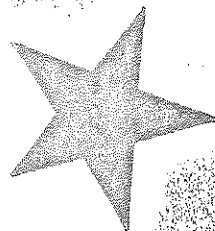
- A. *If the dangerous building can reasonably be repaired so that it will no longer exist in violation of the terms of this chapter, it shall be ordered repaired.*
- B. *In any case where a dangerous building is 50% damaged or decayed or deteriorated from its original value or structure or where the owner refuses or fails to make ordered repairs, it shall be demolished, and, in all cases where a building cannot be repaired so that it will no longer exist in violation of the terms of this chapter, it shall be demolished. In all cases, where a dangerous building is a fire hazard, existing or erected in violation of the terms of this chapter or any ordinance of the Town or statute of the State of New York, it shall be demolished and/or repaired.*
- C. *If the dangerous building is in such condition as to make it dangerous to the health, morals, safety or general welfare of its occupants, it shall be ordered to be vacated.*

\* \* \*

**§ 96-20. Emergencies.**

*Any provision of this chapter to the contrary notwithstanding, where it reasonably appears that there is imminent danger to the life, health, safety and/or welfare of any person unless a dangerous building or structure, as defined herein, is immediately sealed, boarded up, repaired, vacated or demolished, the Commissioner shall cause the immediate sealing, boarding up, fencing in, reparation, vacation and/or demolition of such dangerous building or structure. The cost of such emergency repair, vacation or demolition of such dangerous building or structure shall be collected in the same manner as provided in § 96-19 hereof.*

Due to the various observations made on June 20, 2023, and reported here within, it is evident that the owner has not taken many of the required steps to perform maintenance as is required to ensure the building and site are safe and secure and do not present a hazard to the adjoining property owners and to the general public. This building is clearly in violation of the Town of Oyster Bay Property Maintenance Code.





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\* \* \*

Pursuant to the above definitions contained within New York State Building Code and Code of the Town of Oyster Bay, this building is considered to be unsafe, structurally unstable, lacking necessary maintenance and is in a state of much needed repair. CSF believes this site poses a threat to the health, safety, and general welfare of the public.

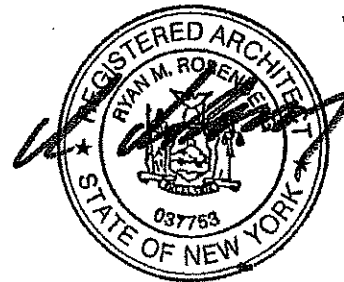
Based on CSF's inspection on June 20, 2023, and due to the various observations made and reported here within, the owner has not corrected various defects on the residence and property. It is CSF's recommendation that this structure is unsafe, unstable, unfit for habitation and if repairs cannot be completed, in a timely manner, to meet New York State and Town of Oyster Bay Building Codes, it will continue to deteriorate to a point where it will be financially infeasible to repair and will ultimately require demolition.

Per Industrial Code Rule 56 Asbestos, Department of Labor, subpart 56-5, paragraph 56-5.1 Asbestos Survey Requirements, if a building / structure is certified to be unsound or slated for contracted demolition, the building / structure shall be assumed to contain asbestos unless the building/structure is adequately certified to be free of asbestos containing material (ACM). If the building/structure is not certified to be ACM-free, demolition should be performed assuming asbestos containing materials are present and in accordance with such procedures as published by the United States Environmental Protection Agency. Additionally, the demolition of the building shall comply with the Nassau County Department of Health, Office of Community Sanitation standards for rodent free certification prior to building demolition. Furthermore, the demolition of the structure shall comply with the 2020 Building Code of New York State and Occupational Safety and Health Administration standards.

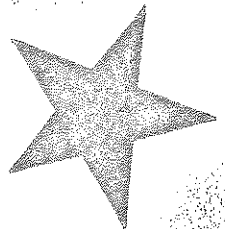
Very truly yours,

**CASHIN SPINELLI & FERRETTI, LLC**

  
Ryan Rosenberg, AIA, NCARB, CSI, CDT



Enc: *Photographic documentation*  
cc: *Stephen P. Ferretti, Principal, CSF*  
*Joseph Spinelli, Project Manager, CSF*



WHEREAS, the U.S. Department of the Army, U.S. Army Corps of Engineers ("Army") has requested access to the property located at Acre Lane Park located at Levittown Parkway and Acre Lane Right-of Way, Hicksville, more particularly known on the Land and Tax Map of Nassau County as Section 45, Block 353, Lot 49 and Acre Lane Right-of-Way ("Property") to access existing monitoring wells associated with the Sylvania plume to collect soil samples as part of the Formerly Utilized Sites Remedial Action Program ("FUSRAP"); and

WHEREAS, Frank M. Scalera, Town Attorney, and Anthony C. Curcio, Deputy Town Attorney, by memorandum dated March 21, 2024, advised that the Town and Army have agreed to enter into a Right-of-Entry Agreement for a term that terminates the earlier of (a) the last day of the twelfth (12<sup>th</sup>) month after notification provided to the Town by the Army in accordance with the Right-of-Entry Agreement or (b) the last day of the twelfth (12<sup>th</sup>) month after the date of execution of the Right-of-Entry Agreement; and

WHEREAS, Messrs. Scalera and Curcio, by said memorandum, recommended and requested that the Town Board approve a Right-of-Entry Agreement for a that terminates the earlier of (a) the last day of the twelfth (12<sup>th</sup>) month after notification provided to the Town by the Army in accordance with the Right-of-Entry Agreement or (b) the last day of the twelfth (12<sup>th</sup>) month after the date of execution of the Right-of-Entry Agreement, and authorize the Supervisor or his designee to execute said agreement,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation and request as hereinabove set forth are hereby accepted and approved, and the Town Board approves a Right-of-Entry Agreement for a term that terminates the earlier of (a) the last day of the twelfth (12<sup>th</sup>) month after notification provided to the Town by the Army in accordance with the Right-of-Entry Agreement or (b) the last day of the twelfth (12<sup>th</sup>) month after the date of execution of the Right-of-Entry Agreement and authorizes the Supervisor or his designee to execute said Agreement.

#

Reviewed By  
Office of Town Attorney

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

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

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

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: March 21, 2024

SUBJECT: Right-of-Entry Agreement between the U.S. Department of the Army, U.S. Army Corps of Engineers ("Army") and Town of Oyster Bay ("Town") at Acre Lane Park located at Levittown Parkway and Acre Lane Right-of Way, Hicksville ("Property")  
Section 45, Block 353, Lot 49 and Acre Lane Right-of-Way

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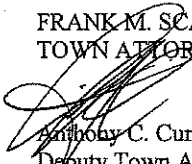
The purpose of the Right-of-Entry Agreement is to provide the U.S. Department of the Army, U.S. Army Corps of Engineers ("Army") with access to the Property to enable Army to access existing monitoring wells associated with the Sylvania plume to collect soil samples as part of the Formerly Utilized Sites Remedial Action Program ("FUSRAP").

The Town and Army have agreed to enter into the Right-of-Entry Agreement for a term that terminates the earlier of (a) the last day of the twelfth (12<sup>th</sup>) month after notification provided to the Town by the Army in accordance with the Right-of-Entry Agreement or (b) the last day of the twelfth (12<sup>th</sup>) month after the date of execution of the Right-of-Entry Agreement.

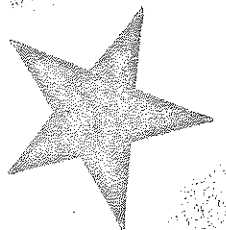
This Office requests and recommends that the Town Board approve the Agreement and authorize the Supervisor, or his designee, to duly execute the Right-of-Entry Agreement.

Kindly place this matter on the Town Board action calendar for April 9, 2024.

FRANK M. SCALERA  
TOWN ATTORNEY

  
Anthony C. Curcio  
Deputy Town Attorney

ACC:ba  
Attachment



**DEPARTMENT OF THE ARMY  
U.S. ARMY CORPS OF ENGINEERS  
REAL ESTATE RIGHT-OF-ENTRY**

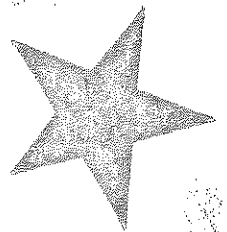
**FORMERLY UTILIZED SITES REMEDIAL ACTION PROGRAM (FUSRAP)  
PROJECT NAME: FUSRAP SYLVANIA CORNING PLANT SITE**

**PROPERTY DESCRIPTION:**

Acre Lane Park, Levittown Pkwy and Acre Lane Right-of-Way, Hicksville  
Nassau County, New York  
Section 45, Block 353, Lot 49 and Acre Lane Right-of-Way

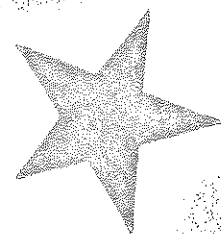
The undersigned, hereinafter called the "Grantor," in consideration of the performance of remedial activities of the FUSRAP SYLVANIA CORNING PLANT SITE project under the Formerly Utilized Sites Remedial Action Program ("FUSRAP") by the UNITED STATES OF AMERICA, hereinafter called the "Government," hereby grants to the Government, its agents, employees, representatives, contractors and assigns, a non-exclusive and non-transferable right-of-entry upon the following terms and conditions. The land affected by this right-of-entry is recorded at the Nassau County Tax Assessor's Office as Section 45, Block 353, Lot 49 and Acre Lane Right-of-Way in Hicksville, Nassau County, State of New York (the "Property").

1. This right-of-entry is granted for purposes of collecting groundwater and sediment samples from existing monitoring wells, and for no other purpose, as part of the Formerly Utilized Sites Remedial Action Program. This Agreement shall terminate on the earlier to occur of (a) the last day of the twelfth (12th) month after notification provided to the Grantor by the Government in accordance with Paragraph 3 of this right-of-entry or (b) the last day of the twelfth (12th) month after the date of execution of this Agreement if no notification provided.
2. If any action of the Government in the exercise of the rights granted herein results in damage to the Property, the Government shall repair such damage to the Property to a similar condition as to the time immediately preceding such damage. In no event shall such repair exceed the fair market value of the fee simple title to the Property at the time immediately preceding such damage. The Government's liability under this clause is subject to the availability of appropriations for such payment, and nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet any deficiencies. The provisions of this clause are without prejudice to any rights the Grantor may have to make a claim under applicable laws for damages other than those provided for herein; including, but not limited to, the Federal Tort Claims Act and any other applicable federal laws.
3. The Government shall give the Grantor five (5) days prior notification of the date upon which the work shall commence and the days it intends to utilize the rights granted herein. Notification to be provided by email; Grantor to provide the Government with current contact information.



4. Because the Government is required to coordinate its FUSRAP cleanup program with affected property owners to safeguard the health and safety of the general public and workers, the Grantor(s) shall notify the Government at least thirty (30) calendar days in advance of any construction activities planned upon the Property that may disturb surface or subsurface soil on the Property including, but not limited to, activities initiated by the Grantor and/or all tenant occupants. If emergency or other unanticipated construction activities upon the Property that may disturb surface or subsurface soil become necessary, the Grantor shall notify the Government as far in advance of such construction as is practicable. Such notification will allow the Government, at a minimum, to advise if soil contaminants are present in the projected work area.
5. It is expressly understood and agreed that no landlord-tenant relationship is being created by and between the Government and the Grantor. This right-of-entry solely constitutes a license, and during the term of this right-of-entry, the Government shall have use of the Property only as herein provided.
6. This Agreement may be modified from time to time by agreement, in writing, duly executed by the Grantor and the Government, and no modification of this Agreement shall be effected until the same has been agreed to in writing and duly executed by the Grantor.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



FUSRAP SYLVANIA CORNING PLANT SITE  
ROE# DACW51-9-23-037

WITNESS MY HAND this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

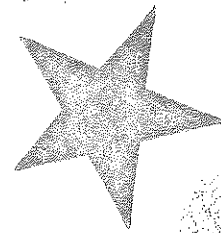
Contact Name: Joseph Saladino  
Town Supervisor, Town of Oyster Bay  
Address: Town Hall North, 54 Audrey Ave  
Oyster Bay, NY 11771  
Phone Number: (516) 677-5748  
Email: acurcio2@oysterbay-ny.gov

**GRANTOR: TOWN OF OYSTER BAY**

Signature: \_\_\_\_\_  
**JOSEPH SALADINO**  
Town Supervisor

**UNITED STATES OF AMERICA**

**BY:** \_\_\_\_\_  
**ALLEN D. ROOS**  
Deputy Chief, Real Estate  
Real Estate Contracting Officer  
New York District



## CERTIFICATE OF AUTHORITY

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the  
(Name) (Secretary or Attesting Officer)

\_\_\_\_\_ Town of Oyster Bay \_\_\_\_\_, named as Grantor herein; that \_\_\_\_\_ Joseph Saladino \_\_\_\_\_, who signed  
(Agency Name) (Officer Name)

this Right-of-Entry on behalf of said Agency, was then \_\_\_\_\_ Town Supervisor \_\_\_\_\_ of the Agency; and  
(Officer Title)

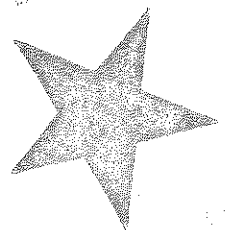
that said Right-of-Entry was duly signed for and on behalf of the \_\_\_\_\_ Town of Oyster Bay \_\_\_\_\_ by  
(Agency Name)

authority of its governing body and is within the scope of its statutory powers.

Signed: \_\_\_\_\_  
Secretary or Attesting Officer

(The person that signed the attached instrument  
cannot sign Certificate)

This form certifies that the person signing the attached instrument has the authority to do so. The signature of the Secretary/Attesting Officer and the Individual signing the attached instrument cannot be the same.







Meeting of April 9, 2024

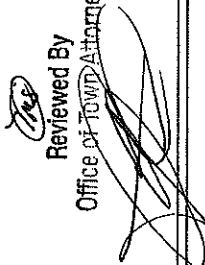
Resolution No. 280-2024

RESOLVED, That a public hearing will be held before the Town Board, in the Hearing Room, Town Hall, East Building, 54 Audrey Avenue, Oyster Bay, New York, on the 7<sup>th</sup> day of May, 2024, at 7:00 o'clock p.m., prevailing time, or as soon thereafter as practicable, to consider amending the Code of the Town of Oyster Bay, New York, by adopting a new Local Law entitled, "A LOCAL LAW TO AMEND CHAPTER 221 – TOWING, OF THE CODE OF THE TOWN OF OYSTER BAY"; and be it further

RESOLVED, That the Town Clerk shall publish a notice of said hearing in the newspapers of general circulation in the Town of Oyster Bay pursuant to the provisions of law.

-#-

Reviewed By  
Office of Town Attorney



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

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

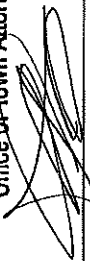
**PUBLIC NOTICE**

PLEASE TAKE NOTICE, that pursuant to law, a public hearing will be held before the Town Board, in the Hearing Room, Town Hall, East Building, Audrey Avenue, Oyster Bay, New York, on the 7th day of May, 2024, at 7:00 o'clock p.m., prevailing time, or as soon thereafter as practicable, to consider the following proposed Local Law, entitled "A LOCAL LAW TO AMEND CHAPTER 221 - TOWING, OF THE CODE OF THE TOWN OF OYSTER BAY." The abovementioned Local Law is on file and may be viewed daily (except Saturday, Sunday and Holidays) between the hours of 9 a.m. and 4:45 p.m., prevailing time, at the Office of the Town Clerk located at Oyster Bay and Massapequa. All persons interested in the subject matter of said hearing shall have an opportunity to be heard in connection with the aforementioned Local Law at the time and place designated herein.

TOWN BOARD OF TOWN OF OYSTER BAY. JOSEPH S. SALADINO, Supervisor,  
RICHARD LaMARCA, Town Clerk.

Dated: April 9, 2024, Oyster Bay, New York.

7/23  
Reviewed By  
Office of Town Attorney



## Inter-Departmental Memorandum

**TO** : MEMORANDUM DOCKET  
**FROM** : OFFICE OF THE TOWN ATTORNEY  
**DATE** : March 21, 2024  
**SUBJECT**: Proposed Amendments to Town Code Chapter 221

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It is requested that the Town Board authorize the Town Clerk to advertise a Notice of Hearing, for a Public Hearing to be held on May 7, 2024, at 7:00 pm, in connection with the above referenced matter.

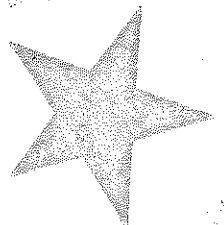
Kindly place this matter on the docket so that the attached Resolution pertaining to this matter can be heard at the April 9, 2024 Town Board meeting.

FRANK M. SCALERA  
TOWN ATTORNEY



Anthony C. Curcio  
Deputy Town Attorney

ACC:acc  
Enclosure



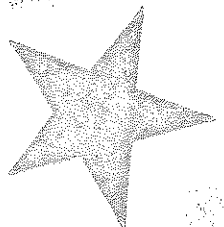
**PUBLIC NOTICE**

PLEASE TAKE NOTICE, that pursuant to law, a public hearing will be held before the Town Board, in the Hearing Room, Town Hall, East Building, Audrey Avenue, Oyster Bay, New York, on the 7th day of May, 2024, at 7:00 o'clock p.m., prevailing time, or as soon thereafter as practicable, to consider the following proposed Local Law, entitled "A LOCAL LAW TO AMEND CHAPTER 221 - TOWING, OF THE CODE OF THE TOWN OF OYSTER BAY." The abovementioned Local Law is on file and may be viewed daily (except Saturday, Sunday and Holidays) between the hours of 9 a.m. and 4:45 p.m., prevailing time, at the Office of the Town Clerk located at Oyster Bay and Massapequa. All persons interested in the subject matter of said hearing shall have an opportunity to be heard in connection with the aforementioned Local Law at the time and place designated herein.

TOWN BOARD OF TOWN OF OYSTER BAY. JOSEPH S. SALADINO, Supervisor,  
RICHARD LaMARCA, Town Clerk.

Dated: April 9, 2024, Oyster Bay, New York.

Reviewed By  
Office of Town Attorney

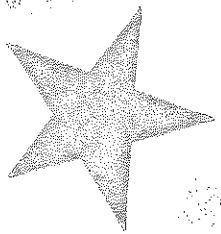
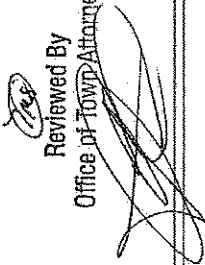


RESOLVED, That a public hearing will be held before the Town Board, in the Hearing Room, Town Hall, East Building, 54 Audrey Avenue, Oyster Bay, New York, on the 7<sup>th</sup> day of May, 2024, at 7:00 o'clock p.m., prevailing time, or as soon thereafter as practicable, to consider amending the Code of the Town of Oyster Bay, New York, by adopting a new Local Law entitled, "A LOCAL LAW TO AMEND CHAPTER 221 - TOWING, OF THE CODE OF THE TOWN OF OYSTER BAY"; and be it further

RESOLVED, That the Town Clerk shall publish a notice of said hearing in the newspapers of general circulation in the Town of Oyster Bay pursuant to the provisions of law.

-#-

Reviewed By  
Office of Town Attorney



## ***Local Law Filing***

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

Town of Oyster Bay

Local Law No. \_\_\_\_\_ of the year 2024

A local law entitled "A LOCAL LAW TO AMEND CHAPTER 221 – TOWING, OF THE CODE OF THE TOWN OF OYSTER BAY."

Be it enacted by the Town Board of the

Town of Oyster Bay as follows:

Section 1. Amend Section 221-37 – Charges as follows:

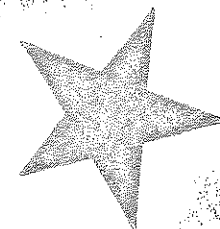
§221-37(A) – Towing Charges - the charges for towing shall be based upon the distance the motor vehicle is to be towed and the equipment used and neither estimated nor based upon the availability of tow cars.

- (a) Towing charges shall be at the rate of not more than \$185 for the first mile or part thereof when towing with regular equipment and not more than \$5 for each additional mile or part thereof.
- (b) Towing charges shall be at the rate of not more than \$400 for the first mile or part thereof when towing with heavy duty equipment and not more than \$5 for each additional mile or part thereof.

§221-37(B) – Storage Charges - outside storage charges shall be at the rate of not more than \$35 for each 24 hours or part thereof for passenger vehicles. Outside storage charges shall be at the rate of not more than \$100 for each 24 hours or part thereof for heavy duty and extra-heavy duty vehicles. Inside storage rates may be determined by written agreement between the parties. All vehicles must be stored on the premises of the licensee, whether indoors or outdoors, and shall not be permitted on any public highway.

221-37(C) – Labor Charges - The licensee shall charge no more than the following maximum rates for towing from the accident scene to its place of business or to any other place within the Town designated by the owner or operator of the motor vehicle, heavy-duty vehicle and extra-heavy-duty vehicle, regardless of distance within the Town, when called by the County Police Department:

- (1) Passenger cars: All passenger cars, regardless of weight, and other vehicles four tons and lighter:



For dollyng: \$50. "Dollyng" means, for the purpose of this section, to remove or convey on a dolly.

For winching: \$25 per 1/2 hour, or fraction thereof, up to a maximum of \$75. "Winching" means, for the purpose of this section, to hoist, haul or push by a winch not connected to a boom.

For labor, to upright an overturned motor vehicle: \$125.

For flatbed towing: In those cases where a damaged passenger vehicle cannot be towed from an accident scene and the use of a flatbed tow truck is requested by a police officer, the maximum rate for towing shall be \$125.

(2) Heavy-duty vehicles: All heavy-duty vehicles between four tons and 10 tons:

For dollyng: \$100. "Dollyng" means, for the purpose of this section, to remove or convey on a dolly.

For winching: \$50 per 1/2 hour, or fraction thereof, up to a maximum of \$100. "Winching" means, for the purpose of this section, to hoist, haul or push by a winch not connected to a boom.

For labor, to upright an overturned motor vehicle: \$500.

For flatbed towing: In those cases where a damaged heavy-duty vehicle cannot be towed from an accident scene and the use of a flatbed tow truck is requested by a police officer, the maximum rate for towing shall be \$350.

(3) Extra Heavy-Duty Vehicles: all extra-heavy-duty vehicles 10 tons and greater:

For dollyng: \$100. "Dollyng" means, for the purpose of this section, to remove or convey on a dolly.

For winching: \$50 per 1/2 hour, or fraction thereof, up to a maximum of \$100. "Winching" means, for the purpose of this section, to hoist, haul or push by a winch not connected to a boom.

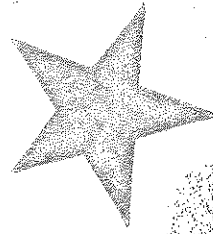
For labor, to upright an overturned extra-heavy-duty vehicle: \$500.

For flatbed towing: In those cases where a damaged extra-heavy-duty vehicle cannot be towed from an accident scene and the use of a flatbed tow truck is requested by a police officer, the maximum rate for towing shall be \$450.

**Section 2. Severability.** If any section, subdivision or provision of this Local Law or the application thereof to any person or circumstance be adjudged invalid by a court of competent jurisdiction, such judgment shall be confined in its operation to the section, subdivision or provision of or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this Local Law, or the application thereof to other persons or circumstances.

**Section 3. Effective Date.** This Local Law shall take effect immediately upon its adoption and filing with the Office of the Secretary of State.

I hereby certify that the Local Law annexed hereto, designated as local law No. \_\_\_\_\_ of 2024 of the Town of Oyster Bay was duly passed by the Town Board on \_\_\_\_\_ 2024, in accordance with the applicable provisions of law.



I further certify that I have compared the preceding Local Law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original Local Law, and was finally adopted in the manner indicated in the preceding paragraph.

\_\_\_\_\_  
Clerk of the Town of Oyster Bay

(Seal)

Date: \_\_\_\_\_, 2024

STATE OF NEW YORK  
COUNTY OF NASSAU

I, the undersigned, hereby certify that the foregoing Local Law contains the correct text and that all proper proceedings have been had or taken for the enactment of the local law annexed hereto.

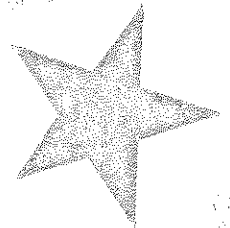
\_\_\_\_\_  
Signature

Town Attorney

\_\_\_\_\_  
Title

Town of \_\_\_\_\_  
Oyster Bay

Date: \_\_\_\_\_ 2024





WHEREAS, Joanne Foley, Event Coordinator, Bethpage Central Park Kiwanis, by letter dated March 19, 2024, requested the use of twelve (12) barricades and the posting of temporary "Road Closure" and "No Parking" signs on Broadway, between Powell Avenue and Nibbe Lane, Bethpage, from 6:00 a.m. through 6:00 p.m., for the Bethpage Central Park Kiwanis Club Annual Street Fair on Sunday, May 19, 2024; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated March 21, 2024, advised that the Department has no objection to providing the Bethpage Central Park Kiwanis Club with the use of twelve (12) barricades and the posting of temporary "Road Closure" and "No Parking" signs on Broadway, between Powell Avenue and Nibbe Lane, Bethpage, from 6:00 a.m. through 6:00 p.m., for the Bethpage Central Park Kiwanis Club Annual Street Fair on Sunday, May 19, 2024, said barricades to be delivered on Friday, May 17, 2024; and

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

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of Public Works, Highway Division, is hereby authorized to provide twelve (12) barricades and the posting of temporary "Road Closure" and "No Parking" signs on Broadway, Bethpage, from 6:00 a.m. through 6:00 p.m., for the Bethpage Central Park Kiwanis Club Annual Street Fair on Sunday, May 19, 2024, said barricades to be delivered on Friday, May 17, 2024, subject to the following terms and conditions:

1. The use of all Town property and equipment shall be in conformance with the direction of the Commissioner of Public Works or his duly authorized designee;
2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of Town property and equipment and in the conduct of the aforescribed activity; and
3. The said organization shall file a Certificate of Insurance and Declaration Page(s) with the Office of the Town Clerk, indicating said organization maintains general liability insurance, with a Commercial Liability limit of \$1,000,000 per occurrence with a general aggregate of \$2,000,000, and naming the Town as an additional insured, in connection with the aforescribed activity.

-#-

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

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

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

## TOWN OF OYSTER BAY

## Inter-Departmental Memo

March 21, 2024

**TO:** MEMORANDUM DOCKET

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

**SUBJECT:** BETHPAGE-CENTRAL PARK KIWANIS CLUB ANNUAL STREET FAIR  
SUNDAY, MAY 19<sup>TH</sup> 2024


---

Enclosed please find letter from Joanne Foley, Event Coordinator, requesting our assistance on behalf of the Bethpage-Central Park Kiwanis Club, in hosting their Annual Street Fair on Sunday, May 19<sup>th</sup> 2024.

The Organization is requesting the posting of temporary 'Road Closure' and 'No Parking' signs on Broadway from 6:00 A.M. through 6:00 P.M. on the above mentioned date.

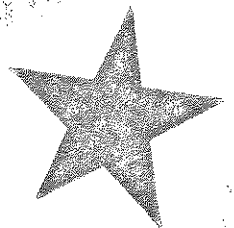
In addition, the Highway Division can readily supply twelve (12) barricades for the event.

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

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

RWL/kaz

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





# Kiwaniis®

## BETHPAGE CENTRAL PARK

### Charter Members

- Domitiek Agnese
- Laura Dugh Agnese
- Christine Auer
- Debra A. Auer
- Joseph V. Belesi
- Dr. Scott Berg
- Leri Catapano Black
- Jamie M. Boyd
- Dennis Brady
- Gary S. Brelton
- Maryanne D. Brown
- Matthew Brown
- Patry Donohue Brown
- Sean P. Brown
- Donna Marie Carvano
- Donna Callegari
- Frank Camerlengo
- Paula Carey
- Carole Ann Capapano
- Anthony Carmello
- Romy Carmello
- Bill Carmello
- Joseph R. Commair
- Josephine Cattalano
- Terrence Clark
- Brad Cohen
- Alicia Cosentino
- John Commatos
- Maryola Dammhaun
- Carl Dietrich
- Brian Feingold
- Alan Finchley
- James J. Foley
- Joanne Foley
- Mary Guariglia
- James Hudak
- Shane Kanover
- Joe Kenny
- Jerry Kohl
- Bob Krol
- Jeff Langulli
- Susan Lippman
- Edward P. Mangano
- Linda Mangano
- Robert Pearl
- Charles Razenson
- Vincen Riservato
- Marguarite Romano
- John Sarcone
- J. Ben Scimeca
- Joseph Smalarz
- Edward Rae
- Gileen Thompson
- Ann Torchia
- Al Trober
- Frances Trober
- Dr. Lucian Valenti
- Rose Marie Walker
- Joseph Wing

March 19, 2024

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

Dear Deputy Commissioner Tassone,

I am writing to request your assistance with our Annual Street Fair which will be held on Broadway between Powell Avenue and Nibbe Lane on Sunday, May 19, 2024. This event is our biggest fundraiser. We have already requested and received approval from Nassau County to close the road from 6 am through 6 p.m.

We are requesting your assistance. We would like to have 12 barricades to help us with traffic diversion during set up and breakdown of the fair. These barricades can be delivered behind BK Sweeney's on Friday, May 17<sup>th</sup> and can be picked up from that same location at your convenience after the fair ends.

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, as we have in the past. 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 19<sup>th</sup>.**

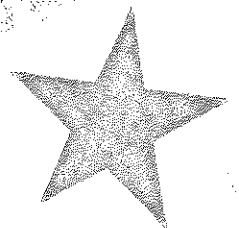
Please feel free to contact me if you need additional information. I can be reached on my cell phone at 516-322-1819. Thank you, in advance, for your assistance.

Regards,

*Joanne*

Joanne Foley  
Event Coordinator  
Secretary

PO Box 623, Bethpage, NY 11714-0623  
BethpageKiwaniis@gmail.com





NASSAU COUNTY, NY

Nassau County Department of Public Works  
Road Closure / Banner Installation



Not for private events or benefit  
Applications should be submitted 30 days prior to the event date

### Temporary Road Closure

← Back

Applicant First Name  
Joanne

Applicant Last Name  
Foley

Name of Organization  
Bethpage Central Park Kiwanis

Street  
8 Westerly Avenue

City  
Bethpage

Zip Code  
11714

Phone #  
(516) 322-1819

Email Address  
missjoanne813@gmail.com

County Roadway and Location of Event  
NY

Between these cross streets  
Powell Avenue & Nibbe Lane

Date and Time of Event  
05/19/2024 06:30 AM

Rain Date

Description of Event  
Street Craft and Vendor Fair

### Insurance Certificate

A certificate of liability insurance is required with Nassau County DPW as the certificate holder indemnifying the county against any and all claims arising from the temporary closing of the roadway.

Attach insurance certificate here \*

File Name



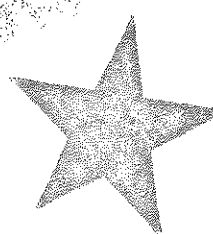
May 19 2024 Street Fair Cert of Ins NC.pdf

### Detour Proposal

Proposed detour when applicable.

Attach detour proposal here

There are currently no files in this category.





NASSAU COUNTY, NY

Nassau County Department of Public Works  
Road Closure / Banner Installation

day

\*\*Please note, if applicable, it is required that NICE (Nassau County Inter-County Express) be notified for the temporary rerouting of bus routes\*\*

**Applicant Signature**

**Road closing equipment including barricades, cones, traffic control, lighting etc, is to be provided by applicant for their own use**

Title  
Event Coordinator

Signed Date  
03/11/2024

**Supervisor Signature**

Approved by  
William Nimmo

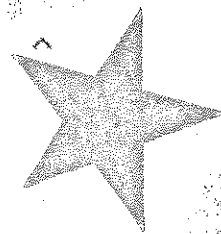
Approved Date  
03/19/2024

**Commissioner Signature**

Approved by  
William Nimmo

Approved Date  
03/19/2024

▶ **Audit Information**



K2  
OP



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/11/2024

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

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

<b>PRODUCER</b> Hylant - Indianapolis 10401 North Meridian St, Ste 200 Indianapolis IN 46290	<b>CONTACT NAME</b> Lisa Christenson	
	<b>PHONE (A/C No. Ext.)</b> 317-817-5172	<b>FAX (A/C No.)</b> 317-817-5151
<b>EMAIL ADDRESS</b> kiwaniscert@hylant.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A</b> Lexington Insurance Company		19437
<b>INSURER B</b>		
<b>INSURER C</b>		
<b>INSURER D</b>		
<b>INSURER E</b>		
<b>INSURER F</b>		

**INSURED**  
 Kiwanis International, All Clubs and Their Members  
 3636 Woodview Trace  
 Indianapolis IN 46268

**COVERAGES**      **CERTIFICATE NUMBER: 1969444096**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Ltr. of Liability GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	013136005	11/1/2023	11/1/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Per 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 Umpire Liability \$1,000,000
A	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 <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS		013136005	11/1/2023	11/1/2024	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/>
	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	NTA			E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Self-Insured Retention		013136005	11/1/2023	11/1/2024	All Claims \$150,000

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 19, 2024 or any future date(s) in the policy term.  
 Spring Craft & Vendor Fair  
 Located @ Broadway between Powell Ave & Nibbe Ln., & Washington & Benkert St.  
 Kiwanis Club of Bethpage Central Park

Reviewed By  
 Office of Town Attorney

<b>CERTIFICATE HOLDER</b>  Town of Oyster Bay Attn: Cathy McWilliams 977 Hicksville Road Massapequa NY 11758	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
-----------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**ENDORSEMENT**

This endorsement, effective 12:01 AM 11/01/2023

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  
Attn: Cathy McWilliams  
977 Hicksville Road  
Massapequa, NY 11758

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

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

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

However:

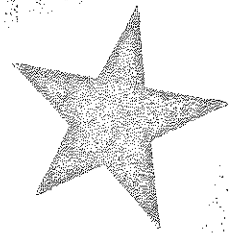
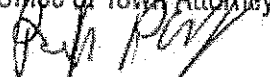
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the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

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

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

1. Required by the contract or agreement; or

Reviewed By  
Office of Town Attorney



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

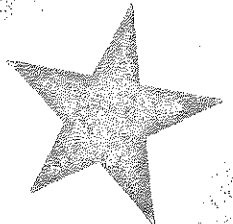
This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

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

Reviewed By  
Office of Town Attorney



Authorized Representative





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

This Agreement with the Town of Oyster Bay (TOWN) is entered into this 12<sup>th</sup> day of March, 2024, by Bethpage Kiwanis (hereinafter "PERMITTEE"). Whereas, the Permittee has entered into an agreement with the Town regarding an event and desires to use Town of Oyster Bay property and/or equipment located at/or described as the corner of Powell Avenue + Broadway in Bethpage.

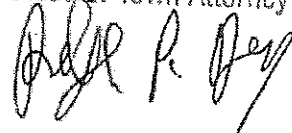
for the event described as Bethpage Kiwanis Street Fair which is scheduled for the following dates (include setup, clean up and rain dates): 9/19/24

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

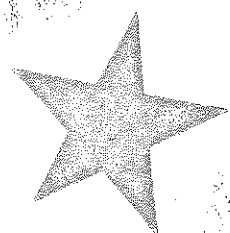
By acceptance of a permit issued for this event/activity by the TOWN, and in consideration of the Town granting the Permittee permission to temporarily use Town property and/or equipment, the Permittee, by the authorized signature of the undersigned, hereby agrees to assume all liability and risk of loss, arising out of the actions and activities and negligence of the Permittee and its agents, employees, servants and volunteers, 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 Permittee 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 Permittee's use of the Town property and/or equipment, except to the extent the Town's negligence contributed thereto. The Permittee agrees to indemnify and hold harmless the Town, its officers, employees, servants, agents and enumerated volunteers, and to defend and protect the Town and its employees, against any and all claims for the loss and/or expense or suits for damage to persons or any property, arising from Permittee's use of Town property and/or equipment, except to the extent that any negligence of the Town contributed thereto.

Further, the Permittee agrees to provide evidence (by providing a Certificate of Insurance and additional insured endorsements), upon permit application, that it has obtained General or Special Event Liability Insurance coverage on which the Town has been named as an Additional Insured, providing coverage in force during the course of the Permitted event, including the opening date, the closing date, set up date(s), breakdown date(s) and rain date(s), in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate, \$500,000 property damage and, where appropriate, \$2,000,000 products liability. Liquor liability insurance, in the amount of \$1,000,000, on which the Town is named as an additional insured, must also be obtained and submitted with the permit application whenever alcohol is to be served or sold as part of the Permitted event. Alcohol shall not be served or sold at a Permitted event unless Permittee obtains approval from the State Liquor authority and a waiver by the Town Board of the applicable Town Code Provisions.

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

Reviewed By  
Office of Town Attorney  


Name of Permittee: Bethpage Central Park  
Kiwanis  
Address of Permittee: P.O. Box 623  
Bethpage, NY 11714  
By: Joanne Foley  
Authorized Representative  
Title: Event Coordinator  
Telephone Number: 516-322-1819



WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated March 22, 2024, advised that the Department's Division of Engineering has prepared the specifications for Contract No. HER24-288, Requirements Contract for Electrical Construction Throughout the Town of Oyster Bay; and

WHEREAS, Commissioner Lenz, by said memorandum, further advised that he has approved the Contract's specifications, and that the Contract shall be awarded for a one (1) year period commencing from the date of the award, with an option for two (2) one (1) year extensions, to be exercised upon the sole discretion of the Town Board; and

WHEREAS, Commissioner Lenz, by said memorandum, recommended that the Town Board authorize and direct the Department of Public Works, Division of Engineering, to proceed with the bidding phase and construction phase of Contract No. HER24-288; and

WHEREAS, Commissioner Lenz, by said memorandum, requested that the Town Board authorize and direct the Department of General Services, Division of Purchasing, to proceed with setting a date for receiving bids for the Contract,



NOW, THEREFORE, BE IT RESOLVED, That the requests and recommendations as hereinabove set forth are accepted and approved, and the Department of Public Works, Division of Engineering, is hereby authorized and directed to proceed with the bidding phase and construction phase of Contract No. HER24-288; and be it further

RESOLVED, That the Department of General Services, Division of Purchasing, is hereby authorized and directed to proceed with setting a date for receiving bids for Contract No. HER24-288.

#

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

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

  
 Reviewed By  
 Office of Town Attorney  


## TOWN OF OYSTER BAY

## INTER-DEPARTMENTAL MEMO

MARCH 22, 2024

TO: MEMORANDUM DOCKET


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

SUBJECT: REQUEST TO ENTER BID & CONSTRUCTION PHASES  
REQUIREMENTS CONTRACT FOR ELECTRICAL CONSTRUCTION THROUGHOUT  
THE TOWN OF OYSTER BAY  
CONTRACT NO. HER24-288

The Division of Engineering has prepared the contract specifications for Contract No. HER24-288. The anticipated annual budgeted amount for this contract is \$500,000.00.

This contract shall be awarded based upon a one-year period starting from date of award, with an option for two (2) one-year extensions, to be exercised at the discretion of Town Board.

The Commissioner of Public Works has approved the specifications and recommends that the Division of Engineering be authorized and directed to proceed with the bidding phase and construction phase for Contract No. HER24-288. It is hereby requested that the Town Board authorize by Resolution that the Division of Purchasing, by copy of this memorandum, shall proceed with setting a bid date for receiving bids for this contract.

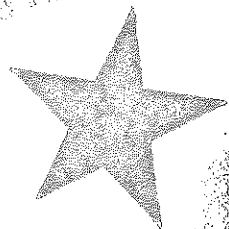
  
RICHARD W. LENZ, P.E.  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

RWL/*AK*/lk

Attachment

cc: Steven C. Ballas, Comptroller  
Ralph Raymond, Commissioner/General Services  
John Tassone, Chief Deputy Commissioner/DPW

HER24-288 DOCKET PERMISSION TO BID



Meeting of April 9, 2024

Resolution No. 283-2024

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated March 22, 2024, advised that the Department's Division of Engineering has prepared the specifications for Contract No. HVR24-289, Requirements Contract for Cleaning & Inspection of Storm Drainage Systems Throughout the Town of Oyster Bay; and

WHEREAS, Commissioner Lenz, by said memorandum, further advised that he has approved the Contract's specifications, and that the Contract shall be awarded for a one (1) year period commencing from the date of the award, with an option for two (2) one (1) year extensions, to be exercised upon the sole discretion of the Town Board; and

WHEREAS, Commissioner Lenz, by said memorandum, recommended that the Town Board authorize and direct the Department of Public Works, Division of Engineering, to proceed with the bidding phase and construction phase of Contract No. HVR24-289; and

WHEREAS, Commissioner Lenz, by said memorandum, requested that the Town Board authorize and direct the Department of General Services, Division of Purchasing, to proceed with setting a date for receiving bids for the Contract,

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation as hereinabove set forth are accepted and approved, and the Department of Public Works, Division of Engineering, is hereby authorized and directed to proceed with the bidding phase and the construction phase of Contract No. HVR24-289; and be it further

RESOLVED, That the Department of General Services, Division of Purchasing, is hereby authorized and directed to proceed with setting a date for receiving bids for Contract No. HVR24-289.

#

REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
*Rafael P. Alencar*

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

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

TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO


MARCH 22, 2024

TO: MEMORANDUM DOCKET  
FROM: RICHARD W. LENZ, P.E., COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS  
SUBJECT: REQUEST TO ENTER BID & CONSTRUCTION PHASES  
REQUIREMENTS CONTRACT FOR CLEANING & INSPECTION OF STORM  
DRAINAGE SYSTEMS THROUGHOUT THE TOWN OF OYSTER BAY  
CONTRACT NO. HVR24-289

The Division of Engineering has prepared the contract specifications for Contract No. HVR24-289. The anticipated annual budgeted amount for this contract is \$100,000.00.

This contract shall be awarded based upon a one-year period starting from date of award, with an option for two (2) one-year extensions, to be exercised at the discretion of Town Board.

The Commissioner of Public Works has approved the specifications and recommends that the Division of Engineering be authorized and directed to proceed with the bidding phase and construction phase for Contract No. HVR24-289. It is hereby requested that the Town Board authorize by Resolution that the Division of Purchasing, by copy of this memorandum, shall proceed with setting a bid date for receiving bids for this contract.

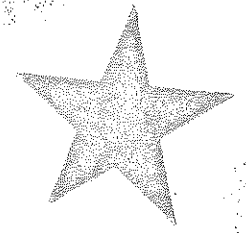
  
RICHARD W. LENZ, P.E.  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

RWL/MLR/lk

Attachment

cc: Steven C. Ballas, Comptroller  
Ralph Raymond, Commissioner/General Services  
John Tassone, Chief Deputy Commissioner/DPW

HVR24-289 DOCKET PERMISSION TO BID



Meeting of April 9, 2024

Resolution No. 284-2024

WHEREAS Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated March 22, 2024, advised that Cashin Associates, P.C. has been approved to provide engineering services relative to environmental science, under On-Call Contract No. PWC12-24 by Resolution No. 910-2023 adopted on December 12, 2023; and

WHEREAS, Commissioner Lenz, by said memorandum, and Gregory T. Greene, P.G., Director of Environmental Programs, Cashin Associates, P.C., by letter dated March 21, 2024, advised that the scope of work to be performed shall not exceed \$150,000.00 for services including assistance with the Town's harbor management programs for 2024; and

WHEREAS, Commissioner Lenz, by said memorandum, advised that funds in the amount of \$150,000.00 to satisfy said engineering costs are available in Account No. DER A 8090 44500 000 0000; and

WHEREAS, Gregory T. Greene, P.G., Director of Environmental Programs, Cashin Associates, P.C., by said letter, requested the use of Bay Environmental Consulting, LLC, as sub-consultant, to provide assistance with field data collection and analysis; and

WHEREAS, the consultant and sub-consultant's disclosure questionnaires have been reviewed and have satisfied the Town's Procurement Policy,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, and Cashin Associates, P.C. is authorized under Contract No. PWC12-24, On-Call Engineering Services Relative to Environmental Science to perform services, in an amount not to exceed \$150,000.00, including assistance with the Town's harbor management programs for 2024; and be it further

RESOLVED, That Bay Environmental Services, LLC is authorized as sub-consultant; and be it further

RESOLVED, and that the Comptroller be directed to issue an encumbrance order for this purpose.

-#-

REVIEWED BY  
OFFICE OF TOWN ATTORNEY

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

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

## TOWN OF OYSTER BAY

## INTER-DEPARTMENTAL MEMO

MARCH 22, 2024

TO: MEMORANDUM DOCKET

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

SUBJECT: ON-CALL ENGINEERING SERVICE REQUEST  
RELATIVE TO ENVIRONMENTAL SCIENCE  
AND USE OF SUB-CONSULTANT  
CONTRACT NO.: PWC12-24  
ACCOUNT NO.: DER A 8090 44500 000 0000

The consultant, Cashin Associates, P.C., has been approved by the Commissioner of Public Works to provide engineering services under On-Call Contract No. PWC12-24 by Resolution No. 910-2023 for the subject project.


At the request of the Department of Environmental, attached is a letter dated March 21, 2024 from Cashin Associates, P.C. regarding the scope of work to be performed in an amount not to exceed \$150,000.00. Services to be performed include assistance with the Town's harbor management programs for 2024.

Attached is an availability of funds in the amount of \$150,000.00 to satisfy said engineering costs from the Director of Finance indicating that funds are available in Account No. DER A 8090 44500 000 0000.

Cashin Associates, P.C. further requests the use of Bay Environmental Consulting, LLC, as sub-consultant, to provide assistance with field data collection and analysis.

The consultant's and sub-consultant's disclosure questionnaires have been reviewed and the Town is satisfied that the Procurement Policy standards have been met.

It is hereby requested that the Town Board authorize, by Resolution, Cashin Associates, P.C. under Contract No. PWC12-24, On-Call Engineering Services Relative to Environmental Science and requests that the Comptroller be directed to issue an encumbrance order for this purpose, and that Bay Environmental Services, LLC be authorized as sub-consultant.

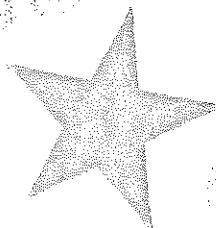
  
RICHARD W. LENZ, P.E.  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

RWL/MLR/ik

Attachment

cc: Steve C. Ballas, Comptroller  
Louis Savinetti, Commissioner/Environmental Resources

PWC12-24 CA DOCKET 2024 HARBOR FUNDS





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



Requesting Division/Department ENVIRONMENTAL RESOURCES

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

Contract Number PWC 12-24

Contract Period JANUARY 1, 2024 - DECEMBER 31, 2025

Consultant/Contractor CASHIN ASSOCIATES, P.C.

Discipline ENVIRONMENTAL SCIENCE

Total Authorization \$280,000.00

Resolution No. 910-2023 Date 12/12/2023

Funded To Date \$130,000.00

Amount Requested \$150,000.00

Account To Be Used DER A 8090 44500 000 0000

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.*

SERVICES TO THE 2024 HARBOR MANAGEMENT PROGRAM

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 \$ \_\_\_\_\_

<p><b>Requesting Division/Department</b></p> <p>Signature <u>[Signature]</u></p> <p>Title <u>Deputy Commissioner</u></p> <p>Date <u>3/21/24</u></p>	<p><b>DPW Approval</b></p> <p>Only To Be Executed By The Commissioner</p> <p>Signature <u>[Signature]</u></p> <p>Title <u>Commissioner of Public Works</u></p> <p>Date <u>3/22/24</u></p>
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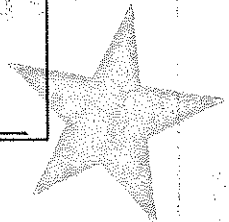
**THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE**

Amount Requested 150,000.00

Unencumbered Balance 280,000.00

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

Signature [Signature] Date 3/22/24







# 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 1/1/2024

Contract No. PWC12-24 Contract End 12/31/2025

Commencement Date JANUARY 1, 2024

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

Vendor Name and Address

CASHIN ASSOCIATES, P.C.

1200 VETERANS MEMORIAL HIGHWAY

HAUPPAUGE, NEW YORK 11788

Requesting Town Department ENVIRONMENTAL RESOURCES

Contact COLIN BELL, DEP. COMM. Phone 516-677-5712

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

SERVICES TO THE 2024 HARBOR MANAGEMENT PROGRAM

**This work order shall not exceed \$ \$150,000.00**

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

**Requesting Division/Department**

Signature [Signature]

Title Deputy Commissioner

Date 3/11/24

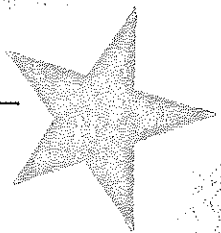
**Department Of Public Works Approval**

Only To Be Executed By The Commissioner

Signature [Signature]

Commissioner of Public Works

Date 3/22/24





**Cashin Associates, P.C.**  
ENGINEERING – PLANNING – CONSTRUCTION MANAGEMENT

March 21, 2024

Louis G. Savinetti, Commissioner  
Town of Oyster Bay  
Department of Environmental Resources  
150 Mille Place  
Syosset, NY 11791

Attention: Colin Bell, Department of Environmental Resources

RE: Request for Authorization for 2024  
On-Call Engineering Services Relative to Environmental Science – Contract PWC 12-24  
**Harbor Management Program for 2024**

Dear Commissioner Savinetti:

Cashin Associates, P.C. (CA) is submitting this proposal at the request of the Department of Environmental Resources to provide on-call services relating to the Town's harbor management program for 2024. This proposal will also provide for the services of a qualified subconsultant, Bay Environmental Consulting, LLC, for technical assistance relating to marine field work, data analysis and other technical work. Services covered by this proposal will provide for a continuation of the harbor management assistance that CA provided in 2023 and prior years, including the development of a draft and final harbor and shellfish restoration plan. CA has assisted with issues relating to multiple uses of the harbor, development of a Request for Proposal (RFP) for use of underwater lands for an aquaculture licensing program, water quality improvements, navigation/mooring issues, NYSDEC and USEPA regulatory issues, technical input on legal proceedings, and similar harbor use concerns. The harbor is an extremely important resource to the residents and businesses in the Town, and protection and restoration of harbor resources are important objectives of the Town. Management needs will be especially important in 2024 considering upcoming changes in the status of the leased underwater lands.

The waterfront and harbor areas are utilized by a number of different user groups, and potential conflicts may arise among the groups with regard to navigational needs, shoreline access, water uses in the area, and safety/regulatory requirements. The implementation of harbor management protocols will help to resolve conflicts and safely accommodate multiple activities in the Town's coastal areas, while simultaneously protecting water quality and marine resources. The future of the Town's waterways in terms of aquaculture leases and licenses is also subject to updating as conditions change and new technologies are utilized. Water quality and habitat protection have been and remain high priorities for the Town in management of its coastal waters.

The specific tasks to be performed as part of this proposal in 2022 are as follows:

- Continued work on a draft and final shellfish restoration and management plan for Oyster Bay Harbor / Cold Spring Harbor, and the initiation of plan development for South Oyster Bay and Hempstead Harbor. The need for harbor management plans has grown with upcoming changes in aquaculture leasing and licensing programs in the Town.
- Assistance with the development of aquaculture licensing operations on underwater lands in Oyster Bay/Cold Spring Harbor in a manner that protects and enhances environmental protection of the harbor and its resources, including finalization of aquaculture licensing agreements.
- Technical consultation regarding the management of existing leased lands in Oyster Bay Harbor and Cold Spring Harbor, especially considering that current leases are due to expire in 2024.
- Technical assistance relating to legal issues facing the Town and its underwater land management for Oyster Bay Harbor and Cold Spring Harbor.
- Assistance with development of a aquaculture licensing program in South Oyster Bay, including field studies to identify appropriate locations for such a project, and consultation with NYSDEC regarding program requirements.
- Assistance in identification of pollution sources to waterfront areas, and development of recommendations to mitigate such pollution.
- Research on nitrogen-removal technologies available for use by the Town.
- Follow-up to preparation of conceptual design for treatment of stormwater utilizing biological controls at Powerhouse Drain, which is considered to be a major source of stormwater pollution to Hempstead Harbor, and Mill River discharging in Oyster Bay Harbor.
- Assistance with the feasibility study and environmental assessment for a new shellfish hatchery.
- Research into bay management programs in other regions for possible applications to Oyster Bay coastal areas.
- Collection of physical data needed for preparation of harbor management maps, including bathymetric maps utilizing sonar and GPS equipment as needed.
- Identification of regulatory permits that will be required including any state and federal approvals, and completion of permit applications as appropriate.
- Assistance with harbor management for South Oyster Bay and Hempstead Harbor as requested by the Town.
- Assistance regarding to possible grant opportunities relating to harbor management for the Town.
- Meetings on bay management as requested by the Town.

Many of the tasks requested by the Town during 2023 and prior years were related to issues that were unanticipated because of unforeseen changes in harbor conditions or other expected events, such as water quality incidents, major storms, regulatory/legal issues and other circumstances. Services covered by the proposal are flexible so that unexpected issues can be addressed with needed expertise in a timely manner. The scope of this proposal will also be flexible so that unexpected problems can be addressed in 2024.

CA is requesting a budget of \$150,000 for the services described above for 2024. CA understands that the Town will identify specific assignments for CA to address as they arise during the year. A breakdown of this fee by professional labor categories is given in Table 1, attached.

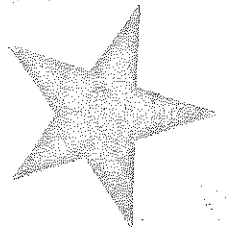
We appreciate the opportunity to submit our proposal, and we would welcome the opportunity to continue to assist your department with effective management and protection of the Town's coastal water resources.

Please do not hesitate to contact me if you have any questions or require additional information.

Very truly yours,  
**CASHIN ASSOCIATES, P.C.**

  
Gregory T. Greene, P.G.  
Director of Environmental Programs

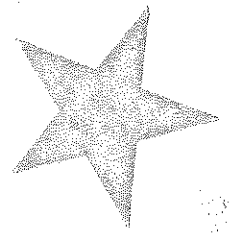
GTG/lak



**Request for Authorization for 2024:  
On-Call Engineering Services Relative to Environmental Science  
Harbor Management Program for 2024**

**BREAKDOWN BY PERSONNEL/HOURS**

Title	Billing Rate	Total Hours	Fee
Principal	\$ 175.00	240	\$ 42,000.00
Senior Environmental Scientist	\$ 150.00	200	\$ 30,000.00
Senior Engineer	\$ 150.00	80	\$ 12,000.00
Engineer	\$ 140.00	100	\$ 14,000.00
GIS Specialist	\$ 140.00	100	\$ 14,000.00
Environmental Technician	\$ 100.00	60	\$ 6,000.00
Environmental Planner	\$ 140.00	100	\$ 14,000.00
<b>TOTAL</b>		<b>880</b>	<b>\$ 132,000.00</b>
<b>Subconsultant Expenses:</b>			<b>\$ 16,000.00</b>
<i>Subconsultant- Bay Environmental Consulting L.L.C. - Technical support for water quality and wetland issues. Sampling equipment, boat supplies, sample analyses and technical support as needed depending on project requirements.</i>			
<b>Direct Expenses - Sampling Equipment, Boat Rental</b>			<b>\$ 2,000.00</b>
<b>Total Budget:</b>			<b>\$ 150,000.00</b>



WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated March 22, 2024, advised that Cashin Associates, P.C. has been approved to provide engineering services relative to environmental science under On-Call Contract No. PWC12-24, by Resolution No. 910-2023, adopted on December 12, 2023; and

WHEREAS, Commissioner Lenz, by said memorandum, and Gregory T. Greene, P.G., Director of Environmental Programs, Cashin Associates, P.C., by letter dated March 21, 2024, advised that the scope of work to be performed shall not exceed \$130,000.00, for services including assistance with the Town's shellfish management programs for 2024; and

WHEREAS, Commissioner Lenz, by said memorandum, advised that funds in the amount of \$130,000.00 to satisfy said engineering costs are available in Account No. DER A 8090 44500 000 0000; and

WHEREAS, Gregory T. Greene, P.G., Director of Environmental Programs, Cashin Associates, P.C., by said letter, requested the use of Bay Environmental Consulting, LLC, as sub-consultant, to provide assistance with field data collection and analysis; and

WHEREAS, the consultant and sub-consultant's disclosure questionnaires have been reviewed and have satisfied the Town's Procurement Policy,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, and Cashin Associates, P.C. is authorized under Contract No. PWC12-24, On-Call Engineering Services Relative to Environmental Science to perform services, in an amount not to exceed \$130,000.00, including assistance with the Town's shellfish management programs for 2024; and be it further

RESOLVED, That Bay Environmental Services, LLC is authorized as sub-consultant; and be it further

RESOLVED, and that the Comptroller be directed to issue an encumbrance order for this purpose

-#-

REVIEWED BY  
OFFICE OF TOWN ATTORNEY

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

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

TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO

MARCH 22, 2024

TO: MEMORANDUM DOCKET  
FROM: RICHARD W. LENZ, P.E., COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS  
SUBJECT: ON-CALL ENGINEERING SERVICE REQUEST  
RELATIVE TO ENVIRONMENTAL SCIENCE  
AND USE OF SUB-CONSULTANT  
CONTRACT NO.: PWC12-24  
ACCOUNT NO.: DER A 8090 44500 000 0000

The consultant, Cashin Associates, P.C., has been approved by the Commissioner of Public Works to provide engineering services under On-Call Contract No. PWC12-24 by Resolution No. 910-2023 for the subject project.

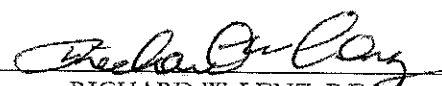
At the request of the Department of Environmental, attached is a letter dated March 21, 2024 from Cashin Associates, P.C. regarding the scope of work to be performed in an amount not to exceed \$130,000.00. Services to be performed include assistance with the Town's shellfish management programs for 2024.

Attached is an availability of funds in the amount of \$130,000.00 to satisfy said engineering costs from the Director of Finance indicating that funds are available in Account No. DER A 8090 44500 000 0000.

Cashin Associates, P.C. further requests the use of Bay Environmental Consulting, LLC, as sub-consultant, to provide assistance with field data collection and analysis.

The consultant's and sub-consultant's disclosure questionnaires have been reviewed and the Town is satisfied that the Procurement Policy standards have been met.

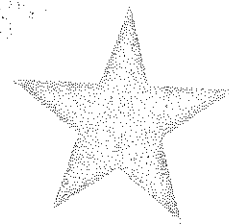
It is hereby requested that the Town Board authorize, by Resolution, Cashin Associates, P.C. under Contract No. PWC12-24, On-Call Engineering Services Relative to Environmental Science and requests that the Comptroller be directed to issue an encumbrance order for this purpose, and that Bay Environmental Services, LLC be authorized as sub-consultant.

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

RWL/MR/lk  
Attachment

cc: Steve C. Ballas, Comptroller  
Louis Savinetti, Commissioner/Environmental Resources

PWC12-24 CA DOCKET 2024 SHELLFISH FUNDS





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



Requesting Division/Department ENVIRONMENTAL RESOURCES

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

Contract Number PWC 12-24  
 Contract Period JANUARY 1, 2024 - DECEMBER 31, 2025  
 Consultant/Contractor CASHIN ASSOCIATES, P.C.  
 Discipline ENVIRONMENTAL SCIENCE  
 Total Authorization \$130,000.00  
 Resolution No. 910-2023 Date 12/12/2023  
 Funded To Date \$0.00  
 Amount Requested \$130,000.00  
 Account To Be Used DER A 8090 44600 000 0000

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.*

SERVICES TO THE 2024 SHELLFISH MANAGEMENT PROGRAM

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 \$ \_\_\_\_\_

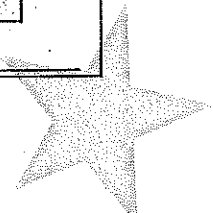
<p><b>Requesting Division/Department</b></p> <p>Signature <u>[Signature]</u>          Title <u>Dir. of Comm. &amp; Econ. Dev.</u>          Date <u>3/21/24</u></p>	<p><b>DPW Approval</b>          Only To Be Executed By The Commissioner</p> <p>Signature <u>[Signature]</u>          Title <u>Commissioner of Public Works</u>          Date <u>3/22/24</u></p>
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**THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE**

Amount Requested 130,000.00  
 Unencumbered Balance 289,000.00

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

Signature [Signature] Date 3/22/24







# 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 1/1/2024

Contract No. PWC12-24

Contract End 12/31/2025

Commencement Date JANUARY 1, 2024

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

Vendor Name and Address

CASHIN ASSOCIATES, P.C.

1200 VETERANS MEMORIAL HIGHWAY

HAUPPAUGE, NEW YORK 11788

Requesting Town Department ENVIRONMENTAL RESOURCES

Contact COLIN BELL, DEP. COMM. Phone 516-677-5712

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

SERVICES TO THE 2024 SHELLFISH MANAGEMENT PROGRAM

**This work order shall not exceed \$ \$130,000.00**

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

**Requesting Division/Department**

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

Signature [Signature]

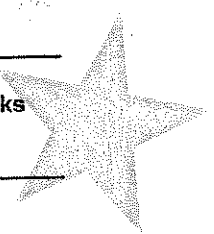
Signature [Signature]

Title Deputy Commissioner

Commissioner of Public Works

Date 3/11/24

Date 3/22/24





**Cashin Associates, P.C.**  
ENGINEERING – PLANNING – CONSTRUCTION MANAGEMENT

March 21, 2024

Louis G. Savinetti, Commissioner  
Town of Oyster Bay  
Department of Environmental Resources  
150 Miller Place  
Syosset, New York 11791

Attention: Colin Bell, Department of Environmental Resources

**RE:** Request for Authorization for 2024: DPW Contract PWC 12-24  
On-Call Engineering Services Relative to Environmental Science – Shellfish Management for 2024

Dear Commissioner Savinetti:

Cashin Associates, P.C. (CA) is submitting this proposal to provide technical assistance to the Department of Environmental Resources relative to the Town's shellfish management program for 2024. This request will include participation by a subconsultant (Bay Environmental Consulting, LLC) for assistance with field sampling, statistical data analyses and other technical input as needed.

As part of our services during 2023 and prior years, CA assisted the Town with shellfish management and related marine resource issues. This work included sediment and benthic community investigation/mapping, shellfish surveys, water quality investigations and development of shellfish resource management recommendations for Oyster Bay Harbor/Cold Spring Harbor, South Oyster Bay, and Hempstead Harbor. This authorization will provide for a continuation of services relating to shellfish management for the Town, and specifically the continuation of the shellfish stock assessments, sediment condition mapping and shellfish restoration initiatives implemented in prior years. Additional tasks will be included in the 2024 services as required by the Town, including sampling of shellfish in leased areas, field assessment of shellfish restoration sites, and development of shellfish and habitat restoration plans.

**Background Information**

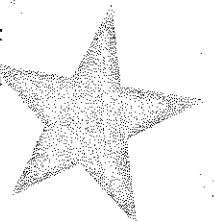
Oyster Bay Harbor/Cold Spring Harbor – Oyster Bay Harbor/Cold Spring Harbor contains important hard clam and oyster resources that support a substantial fishery on public and leased grounds. The Town is committed to protecting and enhancing the long-term viability of the resource and, to that end, has developed and implemented bay management programs to preserve water quality and ecological resources in the harbor complex. The shellfish resources of the Harbor are not only important to commercial and recreational shellfishing, but they also play an important ecological role in the health of the Harbor by providing filtering

capacity, nitrogen removal, food for waterfowl and other species, and other ecological benefits. The services provided by CA in 2023 were directed at providing the technical data and recommendations required by the Town to manage and protect the harbor and its shellfish resources, as well as other technical support as needed during the course of the year.

Shellfish population surveys of the harbor have been performed by CA in 1999, 2007, 2011, 2013, 2018 and 2023. The surveys provided data on the distribution and abundance of hard clams and other shellfish, and were utilized to assess the health of the shellfish populations. The prior surveys have provided data to monitor long-term trends in shellfish abundance, and to estimate sustainable yields for the resource. Analysis of shellfish population health and estimated sustainable yield has enabled the Town to assess the effect of harvesting pressure on the resource, and determine the number of commercial shellfish permits that should be issued. The shellfish data also provided information useful to the harbor seeding programs and other habitat enhancement projects. Periodic shellfish surveys are important to ensure that the data are available to the Town for monitoring the status of the resource and the harvesting pressure that can be sustained. These surveys are especially important now given the apparent serious decline in the standing stock of shellfish over the last few years. It is our understanding that the Town may require a shellfish survey of the leased areas harbor in 2024 to obtain current data on the status of shellfish stocks on those underwater lands.

The sediment data collected in 2015 through 2021 enabled the identification of underwater lands that are optimal for shellfish growth and survival, and provided a scientific basis for selecting areas for shellfish seeding programs and sanctuary placement. Work in 2019-2022 expanded on the use of sediment mapping to identify optimal shellfish habitat in the harbor. Establishment of sanctuary areas can not only help sustain shellfish resources in the bay, but also have benefits for water quality by providing filtering and removal of contaminants. CA also assisted the Town with recommendations on the suitable locations for planting of seed clams and oysters. Work in 2021 also included initial assistance to the Town in establishing new bay management and sanctuary areas. In 2022, CA conducted a survey to determine the status of oysters planted in Bay Management No. 2, to collect data on the growth and survival of planted oysters. Additional field surveys may be done in 2024 to collect data on the growth and survival of shellfish in the bay management areas, and identify actions to improve the restoration initiatives.

South Oyster Bay – CA's work in South Oyster Bay over the past 20 years has included: shellfish stock survey, eelgrass field assessment, brown tide monitoring, wetland condition assessment, water quality investigations, and other studies relevant to shellfish resources. CA has also assisted in providing field data for shellfish seeding initiatives. In 2022, a shellfish survey of South Oyster Bay was performed, and a report on



the findings indicated that the shellfish stock in the bay was generally in a healthy condition. However, further investigation may be needed to identify shellfish beds in distress and restoration needs for recreational and commercial harvesting and potential aquaculture zones.

Hempstead Harbor – CA has assisted with shellfish management in Hempstead Harbor by conducting shellfish and benthic surveys and related water quality investigations. Hempstead Harbor also has commercially important shellfish resources, especially considering the certification for shellfishing that has occurred after initiatives were implemented to improve water quality in the Harbor. Additional plantings of shellfish are planned for the upcoming year. Future considerations will be made to assess whether shellfish sanctuaries should be established in the harbor.

#### **Scope of Services for 2024**

Based on the above considerations and discussion with the Town, services to be provided during 2024 may include the following:

1. Application of the sediment data collected in prior years, on both public and leased grounds in Oyster Bay/Cold Spring Harbor, to identify optimal clam and oyster habitat areas. This task will utilize the sediment and benthic maps of key areas of Oyster Bay Harbor and Cold Spring Harbor, augmented by additional sediment sampling as needed, to be used to identify potential sanctuary, seeding and aquaculture areas based on scientific analysis, and to assess the quality of sediments in the harbor. The sediment mapping will be useful for interpreting data obtained from studies of suspended sediment and siltation to be performed in the harbor.
2. A shellfish survey for Oyster Bay Harbor / Cold Spring Harbor was completed in 2023. Findings of the shellfish surveys will be used to assess the current status of the stock, and prepare estimates of sustainable yield, identify harvest limits and management objectives, and estimate required seed planting.
3. Technical assistance with the proper placement of seed clams and oysters to ensure that they are placed on lands favorable to growth and survival, based on the data collected under item 1 above.
4. Recommendation for seed planting rates will be determined to help the Town's seeding program.
5. Technical advice as to the best location for possible shellfish sanctuaries and bay management areas, including possible establishment of areas providing shellfish filtering to improve water quality.
6. Detailed shellfish surveys of management areas to obtain data on the growth and survival of planted shellfish.



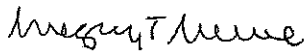
7. Utilization of the sediment data collected under tasks 1 and 2 above, to identify possible areas to locate shellfish reserves that can improve water quality in deteriorated areas of the harbor.
8. Attendance at shellfish management meetings, other hearings or public meetings as deemed appropriate by the Department.
9. Sampling of clams to help investigate possible causes of stress and mortality of clams in the harbor, including investigation of shellfish predator abundance, if applicable.
10. Technical assistance with ways to best utilize the newly established bay management areas to enhance shellfish populations and environmental conditions in the harbor. This work will be based partly on the Bay Management Area No. 2 survey done in 2022.
11. Review of shellfish landing data provided by NYSDEC to examine trends in harvest.
12. Research into effects of mechanical and hydraulic dredging on shellfish populations and harbor ecology.
13. Additional technical assistance as deemed necessary by the Town.

Many of the tasks requested by the Town during 2023 and prior years were related to issues that were unanticipated and arose throughout the year (e.g. shellfish die-off reports, clam transplant and seeding issues, conditional opening changes). Services covered by this proposal are flexible so that unexpected issues can be addressed with needed expertise in a timely manner. The scope of this proposal will also be flexible so that unexpected issues can be addressed in 2024.

CA recommends that a budget of **\$130,000** be established for this work. This includes an amount for Bay Environmental Consulting, LLC as a subconsultant, and for direct expenses associated with field work (e.g. technical assistance, field work assistance, boat costs and sampling equipment). CA understands that the Town will identify specific assignments to be undertaken by CA during the year.

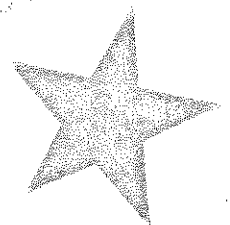
CA's projected breakdown of the fee is given in the attached table. Please do not hesitate to call me if you have any questions.

Very truly yours,  
**CASHIN ASSOCIATES, P.C.**



Gregory T. Greene, P.C.  
Executive Vice President

GTG/lak  
Proposals - NASSAU CTY - TOWN\Town of Oyster Bay DPW\2023 Proposals\2023-104 Shellfish Management 2024

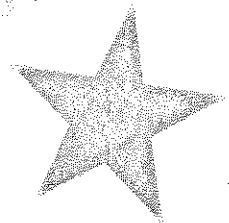


**Request for Authorization for 2024:  
On-Call Engineering Services Relative to Environmental Science**

**Shellfish Management for 2024**

**BREAKDOWN BY PERSONNEL/HOURS**

Title	Rate	Total Hours	Fee
Principal	\$ 175.00	200	\$ 35,000.00
GIS Specialist	\$ 140.00	100	\$ 14,000.00
Environmental Scientist	\$ 125.00	280	\$ 35,000.00
Asst. Biologist/Ecologist	\$ 100.00	60	\$ 6,000.00
Environmental Technician	\$ 100.00	140	\$ 14,000.00
<b>TOTALS</b>		<b>780</b>	<b>\$ 104,000.00</b>
<b>Subconsultant Expenses:</b>			<b>\$ 20,000.00</b>
<i>Subconsultant- Bay Environmental Consulting L.L.C. - Technical support services related to shellfish sampling and research</i>			
<b>Direct Expenses - Sampling Equipment, Boat Rental</b>			<b>\$ 6,000.00</b>
<b>Total Budget:</b>			<b>\$ 130,000.00</b>



WHEREAS Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated November 27, 2023, advised that a Request for Proposals for On-Call Engineering Services Relative to Environmental Science was issued in accordance with the specifications contained in Contract No. PWC12-24, for a two (2) year contract term, commencing on January 1, 2024 through December 31, 2025; and

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

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

WHEREAS, Commissioner Lenz, by said memorandum, requested Town Board authorization for the Department of Public Works to enter into Contract No. PWC12-24 On-Call Engineering Services Relative to Environmental Science, with Cashin Associates, P.C., D & B Engineers & Architects, H2M Engineers, Land Surveying and Landscape Architecture, DPC, LiRo Engineers, Inc., Lockwood, Kessler & Bartlett, Inc., Nelson, Pope & Voorhis, LLC., P.W. Grosser, Consulting Engineers, and RTP Environmental Associates, Inc., to provide the Town of Oyster Bay with a two (2) year contract term, commencing on January 1, 2024 through December 31, 2025; and

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

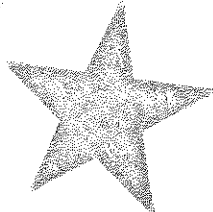
NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Department of Public Works is hereby authorized to enter into Contract No. PWC12-24, On-Call Engineering Services Relative to Environmental Science, with Cashin Associates, P.C., D & B Engineers & Architects, H2M Engineers, Land Surveying and Landscape Architecture, DPC, LiRo Engineers, Inc., Lockwood, Kessler & Bartlett, Inc., Nelson, Pope & Voorhis, LLC., P.W. Grosser, Consulting Engineers, and RTP Environmental Associates, Inc. for a two (2) year contract term, commencing on January 1, 2024 through December 31, 2025.

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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 Mater	Aye
Councilwoman Walsh	Nay

Reviewed By  
Office of Town Attorney



WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated March 21, 2024, advised that by Resolution No. 910-2023, adopted on December 12, 2023, the Town Board authorized D&B Engineers and Architects, P.C. to provide On-Call Engineering Services in connection with Contract No. PWC12-24, Environmental Science, for a two-year term, commencing January 1, 2024 through December 31, 2025; and

WHEREAS, Steven A. Fangmann, P.E., BCEE, President and CEO, D&B Engineers and Architects, P.C., by letter dated January 23, 2024, described the scope of work to be performed under Contract No. PWC12-24, engineering services including assisting the Town with MS4 General Permit Coverage, interim certification, and the preparation and updating of SWMP Annual Report documents; and

WHEREAS, Commissioner Lenz, by said memorandum, requested Town Board authorization for D&B Engineers and Architects, P.C., to provide the aforesaid On-Call Engineering Services under Contract No. PWC12-24, and that the Comptroller be directed to issue an encumbrance order in an amount not to exceed \$30,500.00 for this purpose, with funds available for payment in Account No. HWY H 5197 20000 000 2103 008, Project ID No. 2103 HWYDB-05; and

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

NOW, THEREFORE, BE IT RESOLVED, that the requests as hereinabove set forth are approved, and D&B Engineers and Architects, P.C. is hereby authorized to provide the aforementioned engineering services in connection with Contract No. PWC12-24 for an amount not to exceed \$30,500.00, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed \$30,500.00 for this purpose, with funds available for payment in Account No. HWY H 5197 20000 000 2103 008, Project ID No. 2103 HWYDB-05.

-#-

REVIEWED BY  
OFFICE OF TOWN ATTORNEY

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

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



286

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

March 21, 2024

TO : MEMORANDUM DOCKET

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

SUBJECT: ON CALL ENGINEERING SERVICES RELATIVE TO  
ENVIRONMENTAL SCIENCES  
CONTRACT NO. PWC 12-24  
ACCOUNT NO.: HWY H 5197 2000 000 2103 008  
PROJECT ID: 2103 HWYDB-05

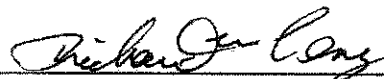
The consultant, D&B Engineers and Architects, P.C., has been approved by the Commissioner of Public Works to provide engineering services under On-Call Contract No. PWC 12-24 by Resolution No. 910-2023 for the subject project. Funds have been made available by the Director of Finance.

Attached is a letter dated January 23, 2024 from D&B Engineers and Architects, P.C. regarding the scope of work to be performed in an amount not to exceed \$30,500.00. Services to be performed include for assisting the Town with MS4 General Permit Coverage, prepare interim progress certification, prepare and update SWMP Annual Report Documents and Miscellaneous Services.

Attached is an availability of funds in the amount of \$30,500.00 to satisfy said engineering costs from the Office of the Director of Finance indicating that funds are available in Account No. HWY H 5197 2000 000 2103 008 Project ID: 2103 HWYDB-05

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

It is hereby requested that the Town Board authorize by Resolution, D&B Engineers and Architects, P.C. under Contract No. PWC 12-24 for On-Call Engineering Services Relative to Environmental Sciences and requests that the Comptroller be directed to issue an encumbrance order for this purpose.



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

RWL/MR/SC/ik

Attachment

cc: Steven C. Ballas, Comptroller  
John C. Tassone, Chief Deputy Commissioner/DPW





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



Requesting Division/Department \_\_\_\_\_

HWY

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

Contract Number \_\_\_\_\_ PWC 12-24

Contract Period \_\_\_\_\_ 01/01/24 - 12/31/25

Consultant/Contractor \_\_\_\_\_ D & B Engineers and Architects

Discipline \_\_\_\_\_ Environmental Sciences

Total Authorization \_\_\_\_\_ \$30,500.00

Resolution No. \_\_\_\_\_ 910-2023 Date \_\_\_\_\_ 12/12/2023

Funded To Date \_\_\_\_\_ \$0.00

Amount Requested \_\_\_\_\_ \$30,500.00

Account To Be Used HWY H 5197 20000 0002103 008 - 2103 HWY DB-05

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.*

MS4 2024 Reviews, Comments & Approvals, SWMP

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 CHIEF DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS  
Date 3-14-2024

**DPW Approval**

Only To Be Executed By The Commissioner

Signature \_\_\_\_\_  
Title Commissioner of Public Works  
Date 3/19/24

**THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE**

Amount Requested 30,500.00

Unencumbered Balance 831,836.82

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

Signature \_\_\_\_\_ Date 3/19/24



# 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 1/1/2024

Contract No. PWC 12-24

Contract End 12/31/2025

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

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

Vendor Name and Address

D & B Engineers and Architects

330 Crossways Park Drive

Woodbury, NY, 11797

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

DPW

Contact \_\_\_\_\_

Sunita Chakraborti

Phone \_\_\_\_\_

(516) 677 - 5725

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

MS4 2024 Reviews, Comments & Approvals, SWMP

**This work order shall not exceed \$ \_\_\_\_\_**

**30,500.00**

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

**Requesting Division/Department**

**Department Of Public Works Approval**

Only To Be Executed By The Commissioner

Signature \_\_\_\_\_

**CHIEF DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS**

Signature \_\_\_\_\_

**Commissioner of Public Works**

Date \_\_\_\_\_

3-14-2024

Date \_\_\_\_\_

3/19/24



330 Crossways Park Drive, Woodbury, New York 11797  
516-364-9890 • 718-460-3634 • www.db-eng.com

**Principals**

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

William D. Merklin, P.E.  
*Executive Vice President*

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

Joseph H. Marturano  
*Senior Vice President*

January 23, 2024

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

Attn: Sunita Chakraborti  
Department of Engineering

Re: Proposal for 2024 Stormwater Management Program Services  
MS4 Permit Compliance Activities

Dear Commissioner Lenz:

D&B Engineers and Architects (D&B) is pleased to provide this proposal to continue assisting the Town of Oyster Bay (Town) in maintaining its mandated compliance with the New York State Department of Environmental Conservation (DEC) General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4s).

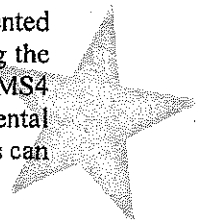
**STATUS OF REGULATIONS**

On January 3, 2024, the revised and final DEC General Permit for Stormwater Discharges from MS4s (Permit No. GP-0-24-001) became effective. This much awaited renewal of the MS4 General Permit contains all of the terms and conditions, minimum control measures, and related requirements over a five-year permit term. The MS4 General Permit includes the new and additional responsibilities of the Town's Stormwater Management Program (SWMP), such as implementing specific tasks, mapping infrastructure, preparing written procedures, executing enforcement response, training staff, conducting inspections, and documenting actions.

It has been over ten years since the DEC has issued any significant changes to the MS4 General Permit. As a result, the Town has been maintaining the same MS4 programs for the past ten years in compliance with the regulations. With the issuance of the 2024 MS4 General Permit, this status quo is no longer applicable. The majority of the focus and efforts for the SWMP will need to shift towards updating the Town's SWMP Plan.

Since the new MS4 General Permit builds and expands on the programs developed and implemented under the previous MS4 General Permits, the DEC expects the Town to continue implementing the established programs while they are being updated, revised, or expanded in response to the new MS4 General Permit requirements. Please be aware that the DEC and United States Environmental Protection Agency have the authority to conduct MS4 Program Audits at any time. These reviews can include electronic record requests, staff interviews, and/or site inspections.

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



Richard Lenz, Commissioner  
Town of Oyster Bay  
Department of Public Works  
January 23, 2024

Page 2

Furthermore, the MS4 General Permit has revised all of the reporting requirements and deadlines. The Annual Report is now due April 1<sup>st</sup> of each year for the Reporting Year of January 3<sup>rd</sup> through January 2<sup>nd</sup>. The Annual Report that would have been due June 1, 2024, pursuant to the previous MS4 General Permit, is no longer required. The first Annual Report under the revised MS4 General Permit will be due April 1, 2025. As a result, preparation and submittal of a 2024 Annual Report is not included within the Term of our On-Call contract and scope of this proposal. In addition, two (2) Interim Progress Certifications will be due annually. The Interim Progress Certification for the period of January 3<sup>rd</sup> through June 30<sup>th</sup> is due October 1<sup>st</sup> of each year. The Interim Progress Certification for the period of July 1<sup>st</sup> through January 2<sup>nd</sup> is due April 1<sup>st</sup> of each year. The first Interim Progress Certification to be submitted under the revised MS4 General Permit is due October 1, 2024 (provided as Task 3 below).

#### **SCOPE OF WORK AND TECHNICAL APPROACH**

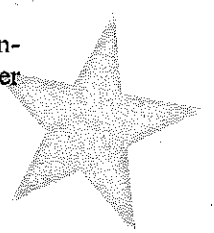
The MS4 General Permit provides an iterative compliance schedule, which is presented as timeframes for the completion of permit requirements (e.g., 6 months, 1 year, 2 years, etc.) from the January 3, 2024 Effective Date of Permit (EDP). The tasks provided in this proposal represent deliverables that are due within the first year of the EDP of the MS4 General Permit (i.e., by January 2, 2025). As with D&B's SWMP assistance under the previous MS4 General Permits and due to the nature of the requirements, there will be additional required tasks to be completed by Town staff that are outside of D&B's scope of work (e.g., catch basin cleaning, street sweeping, etc.). As always, D&B's annual municipal stormwater support for the Town includes reviewing the MS4 General Permit requirements and advising the Town on current, ongoing, and upcoming required tasks throughout the year.

#### **Task 1: Prepare GP-0-24-001 Notice of Intent to Continue Coverage for Submittal to DEC**

As part of this task, D&B will assist the Town with preparing and submitting the required electronic Notice of Intent (eNOI) to continue coverage under the MS4 General Permit. The eNOI requires the Town to certify that they have read and understand the requirements of the MS4 General Permit and will abide by the compliance schedule for the permit term.

To assist the Town in preparing and submitting the MS4 General Permit eNOI, D&B will:

- Consult with the Town via meetings, teleconferences and/or correspondence to obtain the necessary information to complete the eNOI;
- Assist the Town with an assessment of the Town's properties to determine if any Town-owned facilities conduct industrial activities that would require separate coverage under the Multi-Sector General Permit or Individual SPDES Permit;
- Identify waterbody segments that receive stormwater discharges from the Town MS4;



Richard Lenz, Commissioner  
Town of Oyster Bay  
Department of Public Works  
January 23, 2024

- Prepare a Draft eNOI using the mandated DEC form for review by the Town;
- Incorporate comments provided by the Town as applicable;
- Prepare the MS4 Operator Certification form for eReports for Town signature to enable D&B to submit the eNOI on the Town's behalf; and
- Submit the eNOI to the DEC by February 20, 2024.

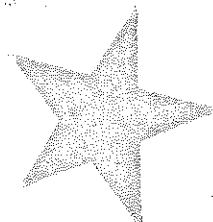
**Task 2: Meet with Town Staff to Review the MS4 General Permit Requirements**

As part of this task, D&B will conduct a meeting with Town staff responsible for the coordination of the Town's SWMP. There are many new and additional programs and practices that will be required over the five-year permit term that Town staff will need to understand. D&B will present and discuss the with Town staff the terms and conditions, Minimum Control Measures, and related requirements, including specific tasks, performance requirements, schedules for implementation and maintenance, documentation, mapping, assessments, and frequency of actions.

**Task 3: Prepare the October 2024 Interim Progress Certification for Submittal to DEC**

To assist the Town in complying with the 2024 reporting requirements of the MS4 General Permit, D&B will:

- Review the new reporting requirements based on the MS4 General Permit, fact sheets, presentations, policy statements, guidance memoranda, and/or forms;
- Consult with Town staff via meetings, teleconferences and/or correspondence to conduct a review of the Town's comprehensive SWMP activities for the reporting period of January 3 through June 30, 2024;
- Prepare a Draft Interim Progress Certification for the reporting period on the mandated DEC form for review by the Town;
- Incorporate comments provided by the Town as applicable;
- Prepare the Certification form for eReports to enable D&B to submit the Interim Progress Certification on the Town's behalf; and
- Submit the Interim Progress Certification to DEC by October 1, 2024.



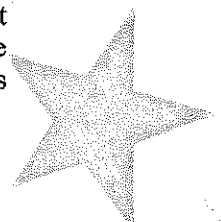
Richard Lenz, Commissioner  
Town of Oyster Bay  
Department of Public Works  
January 23, 2024

**Task 4: Prepare Stormwater Management Program Plan Documents**

While there is no Annual Reporting submittal this year, efforts will need to be directed at updating the SWMP Plan documents to align with the new regulations. The MS4 General Permit requires frequent and specific updates to the written SWMP Plan documents. Multiple components of the Town SWMP Plan and Written Procedure documents must be reorganized and updated by July 3, 2024 (within 6 months of EDP) and January 2, 2025 (within 1 year of EDP). Please note that there will be additional SWMP Plan requirements to be documented for each subsequent year of the five-year Permit term. In addition, the SWMP Plan must be updated annually by April 1<sup>st</sup> to ensure the permit requirements are implemented. These tasks will be included in our future MS4 Permit Compliance Activities proposals.

To assist the Town with ensuring the written SWMP Plans contain the necessary information, D&B will prepare Town-specific SWMP Plan document(s) incorporating the Town's current SWMP procedures, the new administrative requirements of the MS4 General Permit, and the following additional requirements that are due by July 3, 2024 (within 6 months of EDP) and January 2, 2025 (within 1 year of EDP):

- Staffing Plan: By July 3<sup>rd</sup>, D&B will assist the Town with preparation of a written staffing plan that identifies the departments responsible for SWMP development and implementation. The staffing plan will include a description of how information will be communicated and coordinated among those identified.
- Enforcement Response Plan: By July 3<sup>rd</sup>, D&B will assist the Town with preparing a written Enforcement Response Plan (ERP), which will describe the action(s) to be taken for violations of the Town Illicit Discharge and Stormwater Construction Local Laws. The ERP will present the protocol(s) to address repeat and continuing violations. Recommended method(s) to track instances of non-compliance will be provided in the ERP.
- Procedures for Sweeping: By July 3<sup>rd</sup>, D&B will assist the Town with preparing written procedures for sweeping and/or cleaning Town streets, bridges, parking lots, and right of ways in compliance with the established minimum schedules in the MS4 General Permit.
- SWMP Accessibility: By July 3<sup>rd</sup>, D&B will advise the Town on procedures to make the SWMP Plan, and any documentation associated with the implementation of the SWMP Plan, available to the public, Town staff, DEC and EPA. The completion of this MS4 General Permit requirement will be documented in the SWMP Plan.
- Identify local point of contact: By July 3<sup>rd</sup>, D&B will assist the Town with identifying local point of contact(s) to receive public concerns regarding stormwater management, report illicit discharges; and/or report complaints related to construction stormwater activity. The contact information is to be documented in the SWMP Plan and included on the Town's



Richard Lenz, Commissioner  
Town of Oyster Bay  
Department of Public Works  
January 23, 2024

stormwater public education outreach materials.

- Construction Oversight Program: By January 3<sup>rd</sup>, D&B will prepare written procedures for the Construction Oversight Program, which will include procedures for the Town construction site stormwater control program; Stormwater Pollution Prevention Plan (SWPPP) procedures for submission and review; Town oversight requirements; close-out requirements; enforcement; and staff training provisions.
- Post-Construction Stormwater Management Practice (SMP) Inspection and Maintenance Program: By January 3<sup>rd</sup>, D&B will prepare written procedures for the Town Post-Construction SMP inspection and maintenance program. The written program procedures will include inspection schedules, maintenance procedures, follow-up actions, enforcement, and training provisions. As part of this task, D&B will assist the Town with developing a recordkeeping tool to document and track post-construction SMP inspections, maintenance, repair, and enforcement.

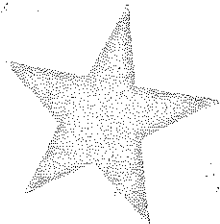
#### **Task 5: Base-mapping for the Comprehensive System Mapping Requirements**

To assist the Town with complying with the MS4 mapping requirements, D&B will consolidate the readily available and existing information to prepare the Pre-Phase I Comprehensive System Map (basemap) by July 3, 2024 (within 6 months of EDP). The basemap will support future mapping requirements of the MS4 General Permit to be completed within 3 years and five 5 years of EDP. The basemap will be prepared with scale and detail appropriate to provide a clear understanding of the MS4, serve as a planning tool to allow for prioritization of efforts, and facilitate MS4 management decisions by the Town.

The basemap will display the Town's: MS4 outfalls, interconnections, storm-sewershed boundaries, receiving surface waters, land use, roads, and topography. The basemap for the Comprehensive MS4 Map will be prepared in digital format suitable for use in GIS software and in accordance with DEC guidance. D&B will provide the Town with the basemap for the Comprehensive MS4 Map as a hardcopy, PDF-format, and the supporting GIS-format data layers.

#### **Task 6: Construction Site Inventory & Inspection Tracking**

To assist the Town with tracking regulated construction activities (i.e., total land disturbance of greater than or equal to one acre), D&B will assist the Town with developing a recordkeeping tool to inventory and document the applicable construction sites in the SWMP Plan. D&B will collect the applicable/required information for the inventory to be prepared by July 3, 2024 (within 6 months). Please note that creating a comprehensive inventory will require coordination with the Town Planning and Development Department. The inventory recordkeeping tool will include procedures for prioritizing construction sites in accordance with the requirements of the MS4 General Permit by January 2, 2025 (within 1 year of EDP).





Richard Lenz, Commissioner  
Town of Oyster Bay  
Department of Public Works  
January 23, 2024

**Task 7: Municipal Stormwater Management Program Training**

D&B staff will conduct a 2-hour training/meeting at a mutually convenient day and time at a Town facility. The training/meeting will be designed for appropriate Town personnel involved in implementing and/or monitoring the Town SWMP. The training session can be tailored to the audience and include lectures, slide presentations, videos, and Q&A that focus on the minimum control measures, best management practices, reporting requirements in the Town SWMP Plan and written procedures. The training/meeting will be consistent with the education/training requirements of the MS4 General Permit.

**Task 8: Public Education and Outreach Material – Illicit Discharge Detection**

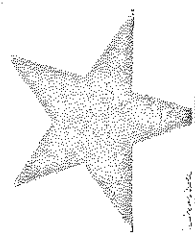
To assist the Town with complying with the enhanced Public Education Program requirements in the MS4 General Permit, D&B will provide content for a Town-specific handout/brochure on the prevention of illicit discharges by July 3, 2024 (within 6 months of EDP). The handout/brochure will define illicit discharges and their environmental hazards; outline proper practices to prevent illicit discharges; discuss the Town code; and include information on how to report suspected illicit discharges to the Town. This handout/brochure will be in a format suitable for posting on the Town stormwater website; as updates to the Town stormwater repository/display at Town offices; as direct mailers to Town residents and businesses; and for distribution at Town events.

**Task 9: Miscellaneous Town-Requested Stormwater Permit Compliance Services**

At the Town's request, D&B will undertake other stormwater permit compliance services beyond the scope of the above tasks. The purpose of this task is for the Town to be prepared to respond to relatively minor, unforeseen issues associated with the overall management and monitoring of the SWMP. Such unforeseen issues could include, but are not necessarily limited to, responding to DEC or EPA documentation requests; coordinating, scheduling and/or attending a meeting with DEC or EPA; supplementing other activities represented in this proposal; or assessment or inspection of a specific storm sewer system issue. These tasks will be addressed on a case by case basis in coordination with the Town. The advantage of this additional task is to be able to address relatively minor, unforeseen issues in a timely fashion without the need for additional funding request authorization.

**ESTIMATED COST**

In order to accomplish this work, we propose to invoice for our work based upon a time and expenses actually incurred, for a fee structure as summarized in the table below:

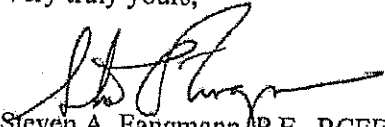


Richard Lenz, Commissioner  
Town of Oyster Bay  
Department of Public Works  
January 23, 2024

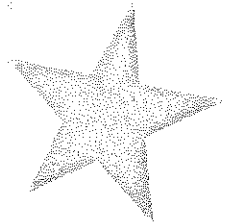
Deliverable		Fee
Task 1	Notice of Intent to Continue MS4 General Permit Coverage	\$1,600
Task 2	Meeting to Review New Permit Requirements	\$1,200
Task 3	Prepare Interim Progress Certification	\$2,500
Task 4	Prepare SWMP Plan Documents	\$12,100
Task 5	Prepare Basemap	\$3,500
Task 6	Construction Site Inventory	\$3,800
Task 7	SWMP Training	\$1,700
Task 8	Illicit Discharge Public Education Material	\$1,000
Task 9	Miscellaneous Services	\$3,100
<b>Total</b>		<b>\$30,500</b>

We have appreciated the opportunity to assist the Town with stormwater management in the past and look forward to continuing those efforts. If there are any questions, please do not hesitate to call Meredith Byers at (516) 364-9890, Ext. 3035.

Very truly yours,

  
Steven A. Fangmann, P.E., BCEE  
President and CEO

SAF/MBt/kb  
\*240004\SAF\012324RL-Ltr(R01)



Meeting of December 12, 2023

Resolution No.910-2023

WHEREAS Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated November 27, 2023, advised that a Request for Proposals for On-Call Engineering Services Relative to Environmental Science was issued in accordance with the specifications contained in Contract No. PWC12-24, for a two (2) year contract term, commencing on January 1, 2024 through December 31, 2025; and

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

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

WHEREAS, Commissioner Lenz, by said memorandum, requested Town Board authorization for the Department of Public Works to enter into Contract No. PWC12-24 On-Call Engineering Services Relative to Environmental Science, with Cashin Associates, P.C., D & B Engineers & Architects, H2M Engineers, Land Surveying and Landscape Architecture, DPC, LiRo Engineers, Inc., Lockwood, Kessler & Bartlett, Inc., Nelson, Pope & Voorhis, LLC., P.W. Grosser, Consulting Engineers, and RTP Environmental Associates, Inc., to provide the Town of Oyster Bay with a two (2) year contract term, commencing on January 1, 2024 through December 31, 2025; and

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

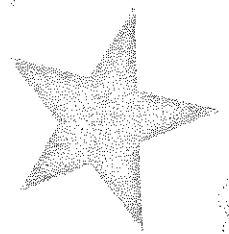
NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Department of Public Works is hereby authorized to enter into Contract No. PWC12-24, On-Call Engineering Services Relative to Environmental Science, with Cashin Associates, P.C., D & B Engineers & Architects, H2M Engineers, Land Surveying and Landscape Architecture, DPC, LiRo Engineers, Inc., Lockwood, Kessler & Bartlett, Inc., Nelson, Pope & Voorhis, LLC., P.W. Grosser, Consulting Engineers, and RTP Environmental Associates, Inc. for a two (2) year contract term, commencing on January 1, 2024 through December 31, 2025.

-#-

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

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

Reviewed By  
Office of Town Attorney



WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated March 22, 2024, advised that by Resolution No. 914-2023, adopted on December 12, 2023, the Town Board authorized Hirani Engineering & Land Surveying, P.C. to provide On-Call Engineering Services in connection with Contract No. PWC19-24, Structural Engineering, for a two-year term, commencing January 1, 2024 through December 31, 2025; and

WHEREAS, Latif Muqtadir, Project Manager, Hirani Engineering & Land Surveying, P.C., by letter dated March 14, 2024, described the scope of work to be performed under Contract No. PWC19-24, engineering services related to bid and construction management services relative to the trench drain girder reinforcement project at the Hicksville Parking facility; and

WHEREAS, Commissioner Lenz, by said memorandum, requested Town Board authorization for Hirani Engineering & Land Surveying, P.C., to provide the aforesaid On-Call Engineering Services under Contract No. PWC19-24, and that the Comptroller be directed to issue an encumbrance order in an amount not to exceed \$38,900.00 for this purpose, with funds available for payment in Account No. HWY H 5997 20000 000 2104 016, Project ID No. 2104 HWYST-02; and

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

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, and Hirani Engineering & Land Surveying, P.C. is hereby authorized to provide the aforementioned engineering services in connection with Contract No. PWC19-24 for an amount not to exceed \$38,900.00, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed \$38,900.00 for this purpose, with funds available for payment in Account No. HWY H 5997 20000 000 2104 016, Project ID No. 2104 HWYST-02.

-#-

Reviewed By  
Office of Town Attorney

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

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

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

MARCH 22, 2024

TO: MEMORANDUM DOCKET

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

SUBJECT: ON-CALL ENGINEERING SERVICE REQUEST  
RELATIVE TO STRUCTURAL ENGINEERING  
CONTRACT NO.: PWC19-24  
ACCOUNT NO.: HWY H 5997 20000 000 2104 016  
PROJECT ID NO. 2104HWYST-02


The consultant, Hirani Engineering & Land Surveying, P.C., has been approved by the Commissioner of Public Works to provide engineering services under On-Call Contract No. PWC19-24 by Resolution No. 914-2023 for the subject project.

Attached is a letter dated January 15, 2024 from Hirani Engineering & Land Surveying, P.C. regarding the scope of work to be performed in an amount not to exceed \$38,900.00. Services to be performed include bid and construction management services relative to the trench drain girder reinforcement project at the Hicksville Parking Facility.

Attached is an availability of funds in the amount of \$38,900.00 to satisfy said engineering costs from the Director of Finance indicating that funds are available in Account No. HWY H 5997 20000 000 2104 016, Project ID No. 2104HWYST-02.

The vendor's disclosure questionnaire has been reviewed and the Town is satisfied that the Procurement Policy standards have been met.

It is hereby requested that the Town Board authorize, by Resolution, Hirani Engineering & Land Surveying, P.C. under Contract No. PWC19-24, On-Call Engineering Services Relative to Structural Engineering, and requests that the Comptroller be directed to issue an encumbrance order for this purpose.

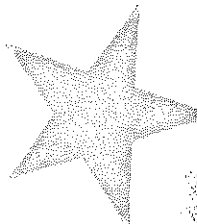
  
RICHARD W. LENZ, P.E.  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

RWL/MLR/ik

Attachment

cc: Steve C. Ballas, Comptroller  
John Tassone, Chief Deputy Commissioner/DPW

PWC19-24 HIRANI DOCKET GIRDER REPAIR CM FUNDS





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



Requesting Division/Department DPW/HIGHWAY

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

Contract Number PWC19-24

Contract Period JANUARY 1, 2024 - DECEMBER 31, 2025

Consultant/Contractor HIRANI ENGINEERING & LAND SURVEYING, P.C.

Discipline STRUCTURAL ENGINEERING

Total Authorization \$78,900.00

Resolution No. 914-2023 Date 12/12/2023

Funded To Date \$40,000.00

Amount Requested \$38,900.00

Account To Be Used HWY H 5997 20000 000 2104 016, PROJ ID. 2104HWYST-02

If Capital Account, State The Related Contract Number: H22-255

**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.*

BID AND CONSTRUCTION MANAGEMENT SERVICES FOR

HICKSVILLE PARKING FACILITY - TRENCH DRAIN GIRDER REINFORCEMENT.

Work To Be Completed In Contract Period: Yes  No   
*A "No" response will require Town Board authorization to extend the contract period.*

Required Insurances Are In Effect: Yes  No   
*A "No" response will prevent further processing of this form.*

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

Amount of Bond \$                     

**Requesting Division/Department**

Signature [Signature]  
Title CHIEF DEPUTY COMMISSIONER  
Date DEPARTMENT OF PUBLIC WORKS 3/20/24

**DPW Approval**

Only To Be Executed By The Commissioner

Signature [Signature]  
Title Commissioner of Public Works  
Date 3-21-24

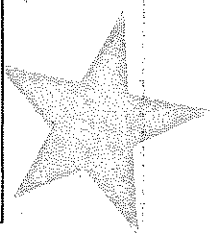
**THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE**

Amount Requested 38,900.00

Unencumbered Balance 1,397,772.52

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

Signature [Signature] Date 3/20/24





# 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 1/1/2024

Contract No. PWC19-24

Contract End 12/31/2025

Commencement Date JANUARY 1, 2024

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

Vendor Name and Address

HIRANI ENGINEERING & LAND SURVEYING, P.C.

120 WEST JOHN STREET

HICKSVILLE, NEW YORK 11801

Requesting Town Department DPW/HIGHWAY

Contact MATTHEW RUSSO, P.E. Phone 516-677-5719

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

BID AND CONSTRUCTION MANAGEMENT SERVICES FOR

HICKSVILLE PARKING FACILITY - TRENCH DRAIN GIRDER REINFORCEMENT

**This work order shall not exceed \$ \$38,900.00**

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

**Requesting Division/Department**

**Department Of Public Works Approval**

Only To Be Executed By The Commissioner

Signature [Signature]

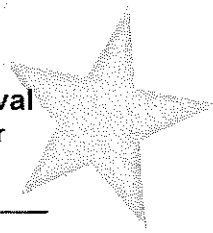
Signature [Signature]

**CHIEF DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS**

**Commissioner of Public Works**

Date 3/20/24

Date 3/21/24





Hirani Group

# Hirani Engineering & Land Surveying, P.C.

Engineers ■ Land Surveyors ■ Construction Managers

January 15, 2024  
Matt Russo, P.E.  
Department of Public Works  
Town of Oyster Bay  
150 Miller Place, Syosset, NY 11791  
E: [mrusso@oysterbay-ny.gov](mailto:mrusso@oysterbay-ny.gov)  
O: (516) 677-5719

RE: Trench Drain Ramp Girders-Hicksville Parking Garage Facility, Hicksville, NY  
Hirani Proposal Bid Support Services for Trench Drain Girders

Matt

Hirani Engineering and Land Surveying (Hirani) is pleased to submit this proposal for engineering services for the above referenced project. The associated Structural Engineering services are identified in the scope of work outlined below.

### SCOPE OF WORK

1. Bid Support Services
  - 1.1. Assist TOB for Bid Support
  - 1.2. Address RFI's by Contractors for bidding
2. Construction Administration Services
  - 2.1. Inspection services during construction (assuming contract duration of 45 days)
  - 2.2. Construction/engineering support services during construction

### TECHNICAL ASSUMPTIONS:

- a. Hirani agrees to provide professional services in accordance with generally accepted standards of its profession in compliance with applicable codes, laws, and regulations in effect as of the date of this agreement.

### EXCLUSIONS:

This proposal includes no provisions for costs associated with the following:

- a. Review of Shop drawings and preparation of As-builts
- b. Any services not specifically enumerated herein this proposal are not included under this contract.

### FEE PROPOSAL

Task	Fee
1. Bid Support Services	
1.1. and 1.2	\$6,500
2. Construction Administration Services and Inspections	
2.1 and 2.2	\$32,400

### AUTHORIZATION TO PROCEED:

To initiate the work, please sign and return one copy of this agreement to our office. If you have any questions regarding this proposal, please do not hesitate to contact me for further discussion.

Very truly yours,

Hirani Engineering and Land Surveying, PC  
Latif M.  
Project Manager

Accepted By:



120 West John Street ■ Hicksville, NY 11801 ■ 516-248-1010 ■ Fax: 516-248-9018  
421 Seventh Avenue, Room 808 ■ New York, NY 10001 ■ 646-273-5000  
[www.hiranigroup.com](http://www.hiranigroup.com)

D/M/SBE



Meeting of December 12, 2023

Resolution No.914-2023

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated November 27, 2023, advised that a Request for Proposals for On-Call Engineering Services relative to Structural Engineering, was issued in accordance with the specifications contained in Contract No. PWC19-24 for a two (2) year contract term commencing January 1, 2024 through December 31, 2025; and

WHEREAS, in response to that Request for Proposals, eight (8) responses were received by the Division of Engineering, and

WHEREAS, Commissioner Lenz, by said memorandum, further advised that after review of the Division of Engineering's preliminary recommendations, performed in compliance with the requirements of the Guidelines 6 and 9 of the Town of Oyster Bay Procurement Policy, and in conjunction with the current workload, the Department has selected Cameron Engineering & Associates, LLP., D & B Engineers and Architects, DPC, H2M Architects, Engineers Land surveying and Landscape Architecture, D.P.C., Hirani Engineering & Land Surveying, P.C., LiRo Engineers, Inc. and Lockwood, Kessler & Bartlett, Inc.; and

WHEREAS, Commissioner Lenz, by Highway memorandum requested Town Board authorization for the Department of Public Works to enter into Contract No. PWC19-24, On-Call Engineering Services Relative to Structural Engineering with Cameron Engineering & Associates, LLP., D & B Engineers and Architects, DPC, H2M Architects, Engineers Land surveying and Landscape Architecture, D.P.C., Hirani Engineering & Land Surveying, P.C., LiRo Engineers, Inc. and Lockwood, Kessler & Bartlett, Inc.; or a two (2) year term, commencing on January 1, 2024 through December 31, 2025, and

WHEREAS, Commissioner Lenz, by said memorandum, further advised that he will initially review any requests for On-Call Engineering Services Relative to Structural Engineering to determine the suitable and available vendor, and that a separate request for approval of an on-call assignment to a vendor will be made to the Board at the time services are required; and

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

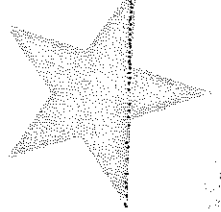
NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted and approved, and the Department of Public Works is hereby authorized to enter into Contract No. PWC19-24, On-Call Engineering Services Relative to Structural Engineering with Cameron Engineering & Associates, LLP., D & B Engineers and Architects, DPC, H2M Architects, Engineers Land surveying and Landscape Architecture, D.P.C., Hirani Engineering & Land Surveying, P.C., LiRo Engineers, Inc. and Lockwood, Kessler & Bartlett, Inc. for a two (2) year term, commencing on January 1, 2024 through December 31, 2025.

-#-

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

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

REVIEWED BY  
OFFICE OF TOWN ATTORNEY



WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated March 22, 2024, advised that by Resolution No. 914-2023, adopted on December 12, 2023, the Town Board authorized Lockwood, Kessler & Bartlett, Inc. to provide On-Call Engineering Services in connection with Contract No. PWC19-24, Structural Engineering, for a two-year term, commencing January 1, 2024 through December 31, 2025; and

WHEREAS, Brian Ednie, P.E., Vice President, Lockwood, Kessler & Bartlett, Inc., by letter dated March 14, 2024, described the scope of work to be performed under Contract No. PWC19-24, engineering services related to the preparation of bid documents and bid and inspection services related to the demolition of the incinerator complex buildings, and requested approval to utilize J. C. Broderick & Associates, P.C., as a sub consultant for air monitoring services during the abatement and demolition phases of said project; and

WHEREAS, Commissioner Lenz, by said memorandum requested Town Board authorization for Lockwood, Kessler & Bartlett, Inc., to provide the aforesaid On-Call Engineering Services under Contract No. PWC19-24, that J. C. Broderick & Associates, P.C. be approved as a sub-consultant for said project, and that the Comptroller be directed to issue an encumbrance order in an amount not to exceed \$203,00.00 for this purpose, with funds available for payment in Account No. DER 8797 20000 000 2206 015, Project ID No. 2206 DERSR05-05; and

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

NOW, THEREFORE, BE IT RESOLVED, that the requests as hereinabove set forth are approved, and Lockwood, Kessler & Bartlett, Inc. is hereby authorized to provide the aforementioned engineering services in connection with Contract No. PWC19-24, and J. C. Broderick & Associates, P.C. is hereby authorized to be a sub-consultant for said project, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed \$203,00.00 for this purpose, with funds available for payment in Account No. DER 8797 20000 000 2206 015, Project ID No. 2206 DERSR05-05.

-#-

REVIEWED BY  
OFFICE OF TOWN ATTORNEY

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

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



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



Requesting Division/Department SANITATION

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

Contract Number PWC 19-24

Contract Period JANUARY 1, 2024 - DECEMBER 31, 2025

Consultant/Contractor LOCKWOOD, KESSLER & BARTLETT, INC.

Discipline STRUCTURAL ENGINEERING

Total Authorization \$203,000.00

Resolution No. 914-2023 Date 12/12/2023

Funded To Date \$0.00

Amount Requested \$203,000.00

Account To Be Used DER 48797 2000 000 2206 015 PKUJ.D 2206 DER SR 05-05

If Capital Account, State The Related Contract Number: DS23-270-PH2

**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.*

ENGINEERING SERVICES FOR THE DEMOLITION OF THE

OBSWDC INCINERATOR COMPLEX BUILDINGS

Work To Be Completed In Contract Period: Yes  No

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

Required Insurances Are In Effect: Yes  No

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

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

Amount of Bond \$ \_\_\_\_\_

**Requesting Division/Department**

Signature [Signature]

Title Commissioner of Sanitation

Date 3/21/2024

**DPW Approval**

Only To Be Executed By The Commissioner

Signature [Signature]

Title Commissioner of Public Works

Date 3/25/24

**THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE**

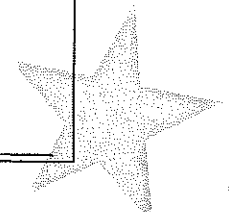
Amount Requested 203,000.00

Unencumbered Balance 272,435.46

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

Signature [Signature]

Date 3/22/24





# 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 1/1/2024

Contract No. PWC19-24 Contract End 12/31/2025

Commencement Date JANUARY 1, 2024

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

Vendor Name and Address

LOCKWOOD, KESSLER & BARTLETT, INC.

1 AERIAL WAY

SYOSSET, NEW YORK 11791

Requesting Town Department SANITATION

Contact JOHN PISCITELLO Phone 516-677-5883

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

ENGINEERING SERVICES FOR THE DEMOLITION OF THE

OBSWDC INCINERATOR COMPLEX BUILDINGS

**This work order shall not exceed \$ \$203,000.00**

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

**Requesting Division/Department**

**Department Of Public Works Approval**

**Only To Be Executed By The Commissioner**

Signature [Signature]

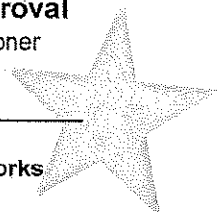
Signature [Signature]

Title Commissioner of Sanitation

**Commissioner of Public Works**

Date 3/01/2024

Date 3/25/24



Meeting of December 12, 2023

Resolution No.914-2023

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated November 27, 2023, advised that a Request for Proposals for On-Call Engineering Services relative to Structural Engineering, was issued in accordance with the specifications contained in Contract No. PWC19-24 for a two (2) year contract term commencing January 1, 2024 through December 31, 2025; and

WHEREAS, in response to that Request for Proposals, eight (8) responses were received by the Division of Engineering, and

WHEREAS, Commissioner Lenz, by said memorandum, further advised that after review of the Division of Engineering's preliminary recommendations, performed in compliance with the requirements of the Guidelines 6 and 9 of the Town of Oyster Bay Procurement Policy, and in conjunction with the current workload, the Department has selected Cameron Engineering & Associates, LLP., D & B Engineers and Architects, DPC, H2M Architects, Engineers Land surveying and Landscape Architecture, D.P.C., Hirani Engineering & Land Surveying, P.C., LiRo Engineers, Inc. and Lockwood, Kessler & Bartlett, Inc.; and

WHEREAS, Commissioner Lenz, by Highway memorandum requested Town Board authorization for the Department of Public Works to enter into Contract No. PWC19-24, On-Call Engineering Services Relative to Structural Engineering with Cameron Engineering & Associates, LLP., D & B Engineers and Architects, DPC, H2M Architects, Engineers Land surveying and Landscape Architecture, D.P.C., Hirani Engineering & Land Surveying, P.C., LiRo Engineers, Inc. and Lockwood, Kessler & Bartlett, Inc.; or a two (2) year term, commencing on January 1, 2024 through December 31, 2025, and

WHEREAS, Commissioner Lenz, by said memorandum, further advised that he will initially review any requests for On-Call Engineering Services Relative to Structural Engineering to determine the suitable and available vendor, and that a separate request for approval of an on-call assignment to a vendor will be made to the Board at the time services are required; and

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

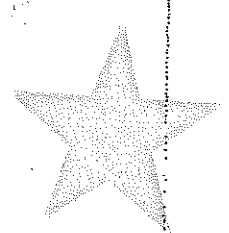
NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted and approved, and the Department of Public Works is hereby authorized to enter into Contract No. PWC19-24, On-Call Engineering Services Relative to Structural Engineering with Cameron Engineering & Associates, LLP., D & B Engineers and Architects, DPC, H2M Architects, Engineers Land surveying and Landscape Architecture, D.P.C., Hirani Engineering & Land Surveying, P.C., LiRo Engineers, Inc. and Lockwood, Kessler & Bartlett, Inc. for a two (2) year term, commencing on January 1, 2024 through December 31, 2025.

-#-

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

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

REVIEWED BY  
OFFICE OF TOWN ATTORNEY





ENGINEERING  
EXCELLENCE  
SINCE 1889

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

March 14, 2024

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

RE: **On-Call Engineering Services Relative to Structural Engineering  
Old Bethpage Incinerator Buildings Demolition, PWC 19-24**

Commissioner Lenz:

LKB has been providing engineering services to the Town for the removal of the two stacks at the site which is ongoing and nearly complete. LKB previously provided design work for the Town which included preparation of preliminary plans for the removal of incinerator building no. 1, incinerator no. 2 and the compactor/bailer building at the Old Bethpage Facility.

The Town has requested LKB to provide engineering services, under the above referenced contract, to advance the design and prepare contract documents for the demolition of incinerator building no. 1, incinerator no. 2 and the compactor/bailer building. In addition, LKB will provide full-time construction inspection services during the demolition along with air and vibration monitoring. The buildings are abandoned, in varying states of disrepair and are no longer usable. The Town would like the structures removed to allow the area to be utilized for other purposes. The buildings contain asbestos and other materials that will require abatement prior to demolition. It is anticipated that the demolished building materials will be removed and disposed of.

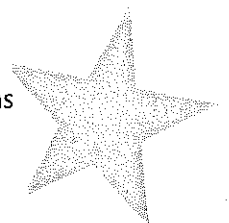
Please see for your approval the following summary describing the work and fees associated with the final design of the referenced project. All work will be performed in accordance with our current On-Call Agreement for Structural Engineering Services.

#### **Proposed Scope**

The anticipated scope of work includes the following tasks:

- Coordination and meetings with Town staff to report progress and obtain clarifications and input as needed.

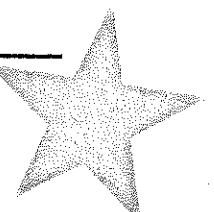
AN EQUAL OPPORTUNITY EMPLOYER



- Advancing the previously prepared preliminary plans and specifications to contract documents suitable for bidding.
- Preparation of estimated construction costs. It is anticipated that the contract documents will include a limited number of lump sum items for bidding.
- Services during the bid process including, attending a pre-bid site meeting, answering requests for clarification, review of bids, and recommendation of award to the lowest qualified bidder.
- Design to completely remove structures including foundations to a minimum of 4 feet below grade.
- Information contained in the Town's 2020 Hazardous Materials Assessment Report (prepared by others) along with record plans will be utilized.
- Grading design will use fill material from the site to provide a uniform grade. Material is not anticipated to be brought in from offsite.
- The existing 2004 topographic survey will be utilized. Critical elevations and features will be verified with supplemental survey, as needed.
- The project will proceed under the assumption that the contractor will abate asbestos and lead prior to the demolition of the structures.
- The contractor will be responsible for acquiring all required construction and environmental permits for the project.
- Record drawings for the structures will be made available to prospective bidders.
- For design purposes we will assume all currently stockpiled and stored materials on the site in the vicinity of the work areas will be removed prior to the construction project.
- Full-time on-site construction inspection services during the demolition work and abatement including air and vibration monitoring. LKB proposes to utilize J.C. Broderick & Associates, Inc. as a subconsultant to provide full-time on-site asbestos air monitoring during the abatement period.

**Approximate Project Schedule**

- Design drawings/specifications/Bid Documents      1 month
- Bidding/Award phase                                              2 months
- Construction duration
  - Permits (by Contractor)                                      1 month
  - Lead/asbestos abatements                                      2 months
  - Building demolitions                                              2 months
  - Grading                                                                      1 month



**Estimated Fee**

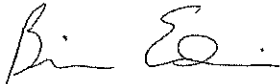
LKB will perform the services described above on a not to exceed budgetary amount of \$203,000 which will be invoiced in accordance with our Town of Oyster Bay On-Call Agreement for Structural Engineering Services.

A summary of the proposed fee to complete the services is as follows:

• Final Design and preparation of Contract Documents	\$30,000
• Services during the Bid Phase	\$4,000
• Asbestos air monitoring services during asbestos abatement	\$47,000
• Construction Inspection (Assumed full time inspection for 4 months)	\$110,000
• Out of Pocket cost for air and vibration monitoring	\$12,000
 Total estimated fee	 \$203,000

We are pleased to provide services to the Town and look forward to the successful completion of this task. Please feel free to contact our office if you have any questions.

Sincerely,  
LOCKWOOD, KESSLER & BARTLETT, INC.



Brian Ednie, P.E.  
Vice President



REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
*Robert P. Stealey*

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated March 22, 2024, advised that by Resolution No. 248-2019, adopted on April 16, 2019, the Town Board authorized the Supervisor, or his duly appointed designee, to execute an agreement between the Town of Oyster Bay and the firm of Lockwood, Kessler & Bartlett, Inc., One Aerial Way Syosset, New York 11791, Consulting Engineers, for said firm to provide the Town with engineering services relative to Contract No. H19-198PH3, Highway Improvements to the Southwood Circle Phase 3, Syosset, and to complete a preliminary design report for the project area, for the performance of a survey, site investigation, preliminary design, project phasing and cost estimation, for a total fee of \$365,000.00, with the final Design, Bid and Construction Phases of said Contract to be performed at costs to be negotiated and approved by the Town Board, by future Town Board action; and

WHEREAS, Commissioner Lenz, by said memorandum, further advised, that the Division of Engineering has solicited Lockwood, Kessler & Bartlett, Inc. for a cost estimate regarding the final Design, Bid and Construction Phases; and

WHEREAS, Commissioner Lenz, by said memorandum, and John A. Purga, P.E., PTOE, ENV SP, Assoc. DBIA, Transportation Engineering Lead, Lockwood, Kessler & Bartlett, Inc., by letter dated March 14, 2024, further advised, that the Department of Public Works has negotiated a fee of \$200,000.00 to proceed with the work, as outlined, and Lockwood, Kessler & Bartlett, Inc., has previously executed a Standard Consultant Agreement with the Department of Public Works under which their services are to be provided, which is on file with the Division of Engineering; and

WHEREAS, Commissioner Lenz, by said memorandum funds, further advised that funds are available to satisfy these engineering services in Account No. H5197 20000 000 2203 008, Project ID# 2203 HWYDB-02; and

WHEREAS, Mr. Purga, P.E., by said letter, requested the use of Municipal Testing Laboratory, Inc. as a sub-consultant, for concrete laboratory testing services; and

WHEREAS, Commissioner Lenz, by said memorandum, further advised, that the Town has reviewed the consultant's and sub-consultant's disclosure questionnaires, and is satisfied that the Town of Oyster Bay Procurement Policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby approved, and Lockwood, Kessler & Bartlett, Inc. is authorized to perform engineering services relative to the final Design, Bid, and Construction Phases of Contract No. H19-198-PH3, at a cost not to exceed \$200,000.00; and be it further

RESOLVED, That Lockwood, Kessler & Bartlett, Inc. is authorized to utilize, as a sub-consultant, Municipal Testing Laboratory, Inc. relative to Highway Improvements to the Southwood Circle Area Phase 3, Syosset, Contract No. H19-198 PH3; and be it further

RESOLVED, that the Office of the Comptroller is authorized to issue an encumbrance order for this purpose.

-#-

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

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

TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO

MARCH 22, 2024

TO : MEMORANDUM DOCKET  
FROM : RICHARD W. LENZ, P.E., COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS  
SUBJECT : AWARD OF ENGINEERING SERVICES & USE OF SUB-CONSULTANT  
HIGHWAY IMPROVEMENTS TO THE SOUTHWOOD CIRCLE PHASE 3  
SYOSSET-NEW YORK  
CONTRACT NO. H19-198PH3  
ACCOUNT NO. HWY H5197 20000 000 2203 008  
PROJECT ID NO. 2203 HWYDB-02

In furtherance to resolution 248-2019, and consequent to the completion of the design phase provided by Lockwood, Kessler, & Bartlett, Inc., the Division of Engineering has solicited Lockwood, Kessler, & Bartlett, Inc., for a cost estimate regarding the bid & construction phase of said project.


The Department of Public Works has negotiated a fee of \$200,000.00 to proceed with the work, as outlined in the attached letter from Lockwood, Kessler, & Bartlett, Inc., dated March 14, 2024. The firm of Lockwood, Kessler, & Bartlett, Inc., has previously executed a Standard Consultant Agreement with the Department of Public Works under which their services are to be provided, which is on file in the Division of Engineering.

Funds are available to satisfy these engineering services in Account No. H5197 20000 000 2203 008, Project ID #. 2203 HWYDB-02

Further, the office of Lockwood, Kessler, & Bartlett, Inc., Inc. requests the use of Municipal Testing Laboratory, Inc. as a sub-consultant, for concrete laboratory testing services.

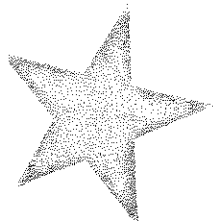
The consultant's and sub-consultant's disclosure questionnaire has been reviewed and has satisfied the Town's Procurement Policy.

It is hereby requested that the Town Board authorize, by resolution, Lockwood, Kessler, & Bartlett, Inc., to perform engineering services and the authorization by resolution to utilize, as a sub-consultant, Municipal Testing Laboratory, Inc relative to Highway Improvements to the Southwood Circle Area Phase 3, Syosset, Contract No. H19-198 PH3. and that the Office of the Comptroller issue an encumbrance order for this purpose, and that Municipal Testing Laboratory, Inc, be authorized as a sub-consultant.

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

RWL/IR/HAS/ik  
Attachments

cc: Steven Ballas, Comptroller  
John C. Tassone, Chief Deputy Commissioner





ENGINEERING  
EXCELLENCE  
SINCE 1889

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

March 14, 2024

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

Attn: Hans Stronstad

**RE: Highway Improvements to Southwood Circle – Phase 3  
Contract No. H19-198 Ph3  
Construction Phase Services**

Dear Commissioner Lenz,

Lockwood Kessler & Bartlett, Inc. has completed the final design phase for the phase 3 area of the above referenced project and requests approval to proceed with the construction phase services. The Phase 3 portion of the project area includes Colony Lane, Highfield Road, Walnut Drive, Alderwood Lane.

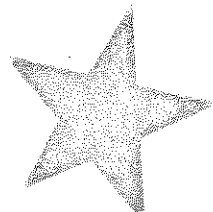
Our services for the construction phase of the project includes providing resident engineering inspection, reviewing contractor submittals, preparing monthly contractor payment claims, and concrete strength testing.

Accordingly, we propose to retain the services of Municipal Testing Laboratory, Inc., 375 Rabro Dr., Hauppauge, NY to perform strength tests on the poured-in-place concrete installed on the project.

We believe a 5-month (150 calendar days) construction duration will be necessary for the contractor to complete the work. Accordingly, we estimate \$190,000.00 to provide the engineering, construction administration and inspection services, and \$10,000.00 for testing laboratory services described above amounting to an estimated not to exceed grand total of \$200,000.00 to fund these services for the entirety of the project.

Our fee does not include construction stake-out, which is to be performed by the contractor as a requirement of his construction contract.

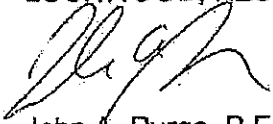
AN EQUAL OPPORTUNITY EMPLOYER



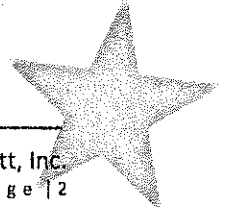
It is our pleasure to continue to provide these engineering services to the Town of Oyster Bay. Should you have questions or comments on this request, please do not hesitate to contact me.

Sincerely,

LOCKWOOD, KESSLER & BARTLETT, INC.



John A. Purga, P.E., PTOE, ENV SP, Assoc. DBIA  
Transportation Engineering Lead



Received By  
Office of Town Attorney

WHEREAS, Richard W. Lenz, P.E., Commissioner, Departments of Public Works/Highways, by memorandum dated April 1, 2019, advised that a request for proposals was issued to eight (8) firms in accordance with the Town's procurement policy, and was advertised on the Town of Oyster Bay website, to procure engineering services relative to highway improvements to the Southwood Circle Area, Syosset, Contract No. H19-198, and the Division of Engineering received nine (9) responses; and

WHEREAS, following a review and evaluation of said nine (9) responses by a selection committee, based on the technical merits of said responses, and in compliance with the requirements of Guidelines 6 and 9 of the Town's Procurement Policy, Commissioner Lenz by said memorandum, requested and recommended that the Town Board authorize Lockwood, Kessler & Bartlett, Inc., One Aerial Way, Syosset, New York 11791, to first complete a preliminary design report for the project area for which it will perform surveying, site investigation, preliminary design, project phasing, and cost estimating, for a total fee of \$365,000.00, with performance of the final Design, Bid and Construction phases at costs to be negotiated and approved by the Town Board by future Board action; and

WHEREAS, Bart A. Marino, P.E., of Lockwood, Kessler & Bartlett, Inc., by letter dated March 27, 2019, requested the use of Gayron deBruin Land Surveying & Engineering, P.C. as sub-consultant, for surveying services; and

WHEREAS, the requested services to be provided by Lockwood, Kessler & Bartlett, Inc., including the use of the above sub-consultant, are to be for a total amount not to exceed \$365,000.00, with funds for said payment available from Account No. HWY H 5197 20000 000 1903 008,

RESOLVED, That the requests and recommendations as hereinabove set forth are accepted and approved, and that Lockwood, Kessler & Bartlett, Inc., is hereby authorized to provide the above-referenced engineering services relative to highway improvements to the Southwood Circle Area, Syosset, Contract No. H19-198, and to use Gayron deBruin, Land Surveying & Engineering, P.C., as a sub-consultant for surveying services, in a total amount not to exceed \$365,000.00, and the Supervisor or his designee is authorized to execute an agreement for same, and be it further

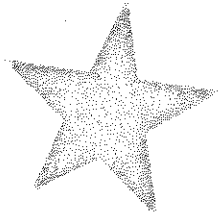
RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, and that the funds for said payment are to be drawn from Account No. HWY H 5197 20000 000 1903 008.

.-

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

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

cc: Supervisor  
Town Attorney  
Comptroller  
Public Works



Meeting of April 9, 2024

Resolution No. 290-2024

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated March 25, 2024, advised that pursuant to public notice, bids were duly and regularly received for Contract No. DP23-253, Installation of Synthetic Turf at Syosset-Woodbury Park, in accordance with the specifications contained therein; and

WHEREAS, Commissioner Lenz, by said memorandum, requested that the Town Board reject all bids submitted for Contract No. DP23-253 and that the Division of Purchasing proceed with setting a rebid date for receiving bids for Contract No. DP23-253,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and that all bids received in connection with Contract No. DP23-253 are hereby rejected and the Division of Purchasing is authorized to proceed with setting a rebid date for receiving bids for Contract No. DP23-253

-#-

REVIEWED BY  
OFFICE OF TOWN ATTORNEY

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

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

TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO

MARCH 25, 2024

TO: MEMORANDUM DOCKET  
FROM: RICHARD W. LENZ, P.E., COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS  
SUBJECT: REQUEST TO REBID  
INSTALLATION OF SYNTHETIC TURF AT SYOSSET-WOODBURY COMMUNITY  
PARK  
CONTRACT NO. DP23-253

Town Board Resolution No.185-2024 authorized the rejection of all bids received in connection with Contract No. DP23-253.

It is hereby requested that the Town Board authorize by Resolution that the Division of Purchasing, by copy of this memorandum, shall proceed with setting a rebid date for receiving bids for this contract.

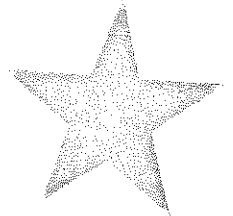


RICHARD W. LENZ, P.E.  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

RWL/MR/CC/ik

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

DP23-253 Installation of Synthetic Turf Baseball and Softball Infields at Syosset Woodbury Park Permission to Rebid





Meeting of March 5, 2024

Resolution No. 185-2024

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated February 16, 2024, advised that pursuant to public notice, bids were duly and regularly received on August 23, 2023 for Contract No. DP23-253, Installation of Synthetic Turf Baseball and Softball Infields at Syosset-Woodbury Park, in accordance with the specifications contained therein; and

WHEREAS, Commissioner Lenz, by said memorandum, requested that the Town Board reject all bids submitted for Contract No. DP23-253, and that any bonds held by the Office of the Town Clerk, pursuant to the terms and conditions of said Contract, be released,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and that all bids received in connection with Contract No. DP23-253 are hereby rejected; and be it further

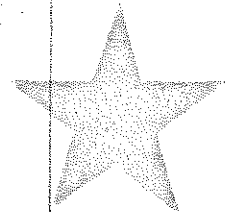
RESOLVED, That the Office of the Town Clerk is hereby authorized and directed to release any and all bonds held in connection with Contract No. DP23-253.

-#-

Reviewed By  
Office of Town Attorney

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

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



Meeting of April 9, 2024

Resolution No. 291-2024

WHEREAS, Louis G. Savinetti, Esq., Commissioner, Department of Environmental Resources, by memorandum dated March 25, 2024, advised that, member contributions fund, the Inter-Municipal Oyster Bay/Cold Spring Harbor Protection Committee (OB/CSH PC), of which the Town is an active member, and requested that the Comptroller be authorized and directed to pay the Town's share of membership dues, from June 1, 2023 through May 31, 2024, nunc pro tunc, in the amount of \$6,500.00,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Comptroller is hereby authorized and directed to make payment to the Incorporated Village of Laurel Hollow (fiscal officer for OB/CSH PC), to satisfy the Town's annual membership dues in the Oyster Bay/Cold Spring Harbor Protection Committee, from June 1, 2023 through May 31, 2024, nunc pro tunc, in the amount of \$6,500.00, upon the submission of a duly certified claim therefor, after audit; and be it further

RESOLVED, That the funds for said payment are to be drawn from Account No. DER A 8090 44900 000 0000.

#

Reviewed By  
Office of Town Attorney  
*[Signature]*

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

Supervisor Saladino	Ayc
Councilwoman Johnson	Ayc
Councilman Imbroto	Ayc
Councilman Iland	Ayc
Councilman Labriola	Absent
Councilwoman Maier	Ayc
Councilwoman Walsh	Ayc

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

**TO:** MEMORANDUM DOCKET

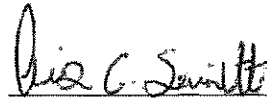
**FROM:** LOUIS G. SAVINETTI, COMMISSIONER  
ENVIRONMENTAL RESOURCES

**DATE:** MARCH 25, 2024

**SUBJECT:** OYSTER BAY/COLD SPRING HARBOR PROTECTION COMMITTEE  
ANNUAL DUES: 2023-2024

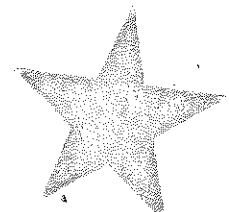
Member contributions fund the Inter-municipal Oyster Bay/Cold Spring Harbor Protection Committee (OB/CSH PC) of which the Town is an active member. Under the terms of the Inter-municipal Agreement and as per the attached invoice, the Town's dues for the period of June 1, 2023 through May 31, 2024, is \$6,500.00. The dues go toward implementation of the Oyster Bay Harbor Watershed Action Plan, EPA Phase II Stormwater measurable goals, local matches for various grants and other services offered by OB/CSH PC.

The Department of Environmental Resources, respectfully requests, the Town Board to direct the Comptroller's Office to make payment to the Incorporated Village of Laurel Hollow (Fiscal Agent for OB/CSH PC) in the amount of \$6,500.00 to satisfy the Town's annual dues as a member of the Oyster Bay/Cold Spring Harbor Protection Committee, nunc pro tunc from June 1, 2023. Funds for this purpose are available in Account DER A 8090 44900 000 0000.



Louis G. Savinetti  
Commissioner

By Colin Bell



OYSTER BAY  COLD SPRING HARBOR  
PROTECTION COMMITTEE

INCORPORATED VILLAGE OF LAUREL HOLLOW

111 South Street, Suite 2 Townsend Square  
Oyster Bay, NY 11771  
Phone #: 631-848-2090

Fax #: 516-706-8750

DATE: January 21, 2024

**Bill To:**  
Town of Oyster Bay  
54 Audrey Avenue  
Oyster Bay, NY 11771

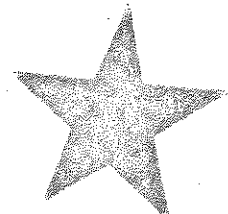
DESCRIPTION	AMOUNT
Membership dues for the Oyster Bay/Cold Spring Harbor Protection Committee June 1, 2023 - May 31, 2024	\$6,500.00
<b>TOTAL</b>	<b>\$6,500.00</b>

***Make all checks payable to: "Incorporated Village of Laurel Hollow"***

***Send to:***

Elizabeth Kaye, Treasurer  
Incorporated Village of Laurel Hollow  
1492 Laurel Hollow Road  
Syosset, NY 11791

If you have any questions concerning this invoice or cannot remit by March 30, contact:  
Rob Crafa 631-848-2090, [rob@oysterbaycoldspringharbor.org](mailto:rob@oysterbaycoldspringharbor.org)



Meeting of April 9, 2024

Resolution No. 292-2024

REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
*Ralph P. Hearley*

WHEREAS, Louis G. Savinetti, Esq., Commissioner, Department of Environmental Resources, by memorandum dated March 25, 2025, requested that the Town Board authorize payment of the Town of Oyster Bay's annual contribution to the Inter-Municipal Hempstead Harbor Protection Committee for the year 2024, in the amount of \$10,900.00; and

WHEREAS, Commissioner Savinetti, by said memorandum, advised that sufficient funds are available for said payment in Account No. DER A 8090 44900 000 0000,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and the Town Board hereby authorizes payment of the Town of Oyster Bay's annual contribution to the Inter-Municipal Hempstead Harbor Protection Committee for the year 2024, in the amount of \$10,900.00; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. DER A 8090 44900 000 0000; and be it further

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

# :

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

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

## INTER-DEPARTMENTAL MEMO

**TO:** MEMORANDUM DOCKET

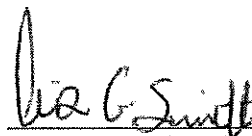
**FROM:** LOUIS G. SAVINETTI, COMMISSIONER  
ENVIRONMENTAL RESOURCES

**DATE:** MARCH 25, 2024

**SUBJECT:** HEMPSTEAD HARBOR PROTECTION COMMITTEE  
ANNUAL DUES - 2024

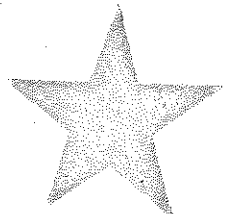
On May 14, 2007 the Town of Oyster Bay entered an Inter-Municipal Agreement to become an active member of the Hempstead Harbor Protection Committee, an inter-municipal organization that works to improve and protect the water quality of Hempstead Harbor. The committee is funded by the several municipalities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

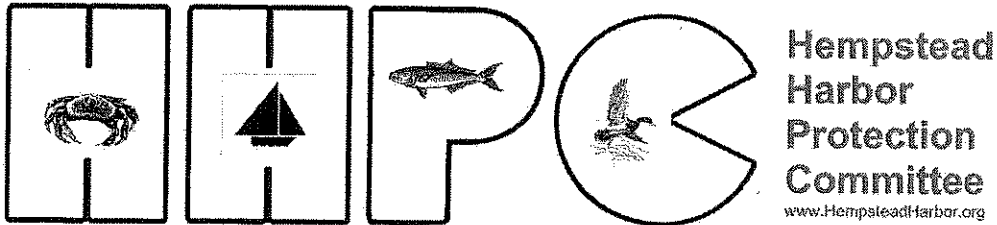
The Department of Environmental Resources, respectfully requests, the Town Board to direct the Comptroller's Office to make payment to the Village of Sea Cliff (Fiscal Agent for the Hempstead Harbor Protection Committee) in the amount of \$10,900.00 to satisfy the Town's annual dues as a member of the Hempstead Harbor Protection Committee for calendar year 2024. Funds for this purpose are available in Account #: DER A 8090 44900 000 0000.



Louis G. Savinetti  
Commissioner

By: Cath Bell





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

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

March 21, 2024

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

RE: Year 2024 Committee Program Support

Dear Commissioner Savinetti:

In accordance with the procedures outlined in the Hempstead Harbor Protection Committee Inter-Municipal Agreement, I have prepared and enclosed an invoice / claim form which covers your municipality's Year 2024 Committee Program Support contribution to the Hempstead Harbor Protection Committee.

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

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

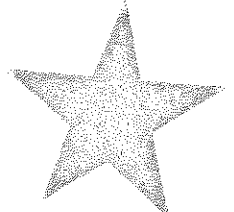
Sincerely,

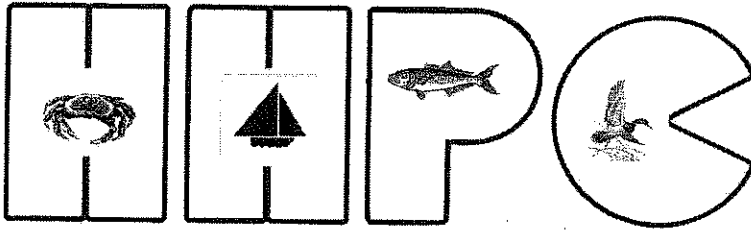
Eric Swenson  
Executive Director

Copy to: *Tom Powell, Chair*  
*Sara Covelli, HHPC Representative*

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

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





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

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

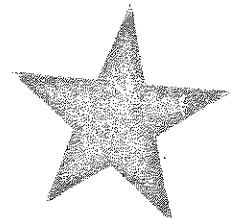
*"Alone we can do so little; together we can do so much." - Helen Keller*

## Invoice

**Date:** March 21, 2024  
**To:** Town of Oyster Bay  
**Project:** Year 2024 Committee Program Support  
**Amount Due:** \$10,900.00  
**Checks should be made out to:** Village of Sea Cliff / HHPC  
**Payment should be sent to:** Village of Sea Cliff  
Village Hall  
P.O. Box 340  
Sea Cliff, NY 11579  
*Attention: Judy Phelps, Treasurer*  
**Questions:** Call Eric Swenson at (516) 922-1010

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

29 Spring Street, Oyster Bay, NY 11771 <sup>5</sup> Phone: (516) 677-5921 Fax: (516) 677-5730  
e-mail: [HempsteadHarbor@gmail.com](mailto:HempsteadHarbor@gmail.com)





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

WHEREAS, Amy Reilly Hanley, Executive Director, Oyster Bay-East Norwich Chamber of Commerce, by letter dated January 11, 2024, requested the closure of Audrey Avenue, Oyster Bay, from South Street to Railroad Plaza, Municipal Parking Field O-8, Oyster Bay, and the east side of lower Audrey Avenue, along Shore Avenue, from Spring Street to Maxwell Avenue, Oyster Bay, from 7:00 a.m. through 6:00 p.m., on May 4, 2024, the posting of temporary "No Parking" signs upon said area, fifteen (15) complete barricades, and twenty (20) traffic cones, for the Chamber's Oyster Bay Day, to be held on Saturday, May 4, 2024, with a rain date of May 5, 2024, from 11:00 a.m. to 5:00 p.m.; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated March 18, 2024, advised that Oyster Bay Day showcases local businesses and vendors and includes, among other activities, food, live music, vendor shopping, games, arts and crafts, and activities for all ages, provided by the Oyster Bay-East Norwich Chamber of Commerce, with spectators allowed to attend the event free of charge; and

WHEREAS, Commissioner Pinto, by said memorandum, requested that the Town Board waive all permit fees that would normally apply to hold the event; and

WHEREAS, Commissioner Pinto, by said memorandum, advised that the use of DJ and/or audio services may be incorporated into the event, and requested Town Board approval to utilize the services of EKO Productions Inc., pursuant to Resolution No. 882-2023, adopted on December 12, 2023, with the total cost for DJ and/or audio services not to exceed the sum of \$1,000.00, with funds to be paid from Account No. PKS A 7110 47670 000 0000; and

WHEREAS, Commissioner Pinto, by said memorandum, further requested Town Board approval to accept the addition of sponsors, vendors, and/or exhibitors to the event, at a fee not to exceed \$2,500 per sponsor and not to exceed \$500 per vendor or exhibitor, to be collected by the Department of Parks; Commissioner Pinto, by said memorandum, further requested that in-kind sponsors, vendors, and/or exhibitors may also be accepted based on their commitment of service, product, and/or promotional value provided to the event, to be determined by the Commissioner, Department of Parks, or his designee; and

WHEREAS, Commissioner Pinto, by said memorandum, further requested that all media-based organizations partnering with the Town for the event shall be permitted the right to sell new sponsorships, brought in jointly with the Town, upon the approval of the Commissioner, Department of Parks, or his designee, and shall equally share any revenues (50/50) upon reconciliation of the event; and

WHEREAS, Commissioner Pinto, by said memorandum, requested that all sponsors, vendors, and/or exhibitors must be legal, accredited businesses in good standing with the State of New York, and shall be required to provide documentation of such upon request, and

additional documentation, including but not limited to current certificate of insurance naming the Town of Oyster Bay as an additional insured; and

WHEREAS, Commissioner Pinto, by said memorandum, advised that all sponsor, vendor and/or exhibitor monies collected shall be deposited in the General Fund Account No. TWN A 0001 02770 590 0000; and

WHEREAS, Commissioner Pinto, by said memorandum, requested Town Board approval for the Oyster Bay-East Norwich Chamber of Commerce to incorporate the use of sponsors, vendors, and/or exhibitors at the event which shall be pre-approved on an individual basis by the Commissioner, Department of Parks, or his designee; and

WHEREAS, Commissioner Pinto, by said memorandum, requested Town Board approval for the Town and the Department of Parks to reserve the right to refuse any sponsor, vendor, exhibitor, and/or media-based organization for any reason, that is deems does not properly serve the best interests of said event and/or the public in attendance; and

WHEREAS, Commissioner Pinto, by said memorandum, requested Town Board approval for event-related expenses, including but not limited to signage, branded merchandise, promotional advertising, such as print, radio, television, internet, and computerized pre-recorded messaging, in an amount not to exceed \$5,000, to be paid from Account No. PKS A 7110 47670 000 0000, through the Department of General Services, Division of Purchasing, subject to the Town's Procurement Policy; and

WHEREAS, Commissioner Pinto, by said memorandum, recommended Town Board approval to hold the event on all of the terms set forth hereinabove; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated March 22, 2024, advised that the property and equipment requested by the Oyster Bay-East Norwich Chamber of Commerce for this event will not be required for use by the Town at the requested times, and that the Highway Division has no objection to providing the Oyster Bay-East Norwich Chamber of Commerce with the closure of Audrey Avenue, Oyster Bay, from South Street to Railroad Plaza, Municipal Parking Field O-8, Oyster Bay, and the east side of lower Audrey Avenue, along Shore Avenue, from Spring Street to Maxwell Avenue, Oyster Bay, from 7:00 a.m. through 6:00 p.m., on May 4, 2024, the posting of temporary "No Parking" signs upon said area, fifteen (15) complete barricades, and twenty (20) traffic cones, for the Chamber's Oyster Bay Day, to be held on Saturday, May 4., 2024, with a rain date of May 5, 2024, from 11:00 a.m. to 5:00 p.m.; 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 requests and recommendation as hereinabove set forth are accepted and approved, and the Department of Public Works, Highway Division, is hereby authorized to provide the Oyster Bay-East Norwich Chamber of Commerce with the closure of Audrey Avenue, Oyster Bay, from South Street to Railroad Plaza, Municipal Parking Field O-8, Oyster Bay, and the east side of lower Audrey Avenue, along Shore Avenue, from Spring Street to Maxwell Avenue, Oyster Bay, from 7:00 a.m. through 6:00 p.m., on May 4, 2024, the posting of temporary "No Parking" signs upon said area, fifteen (15) complete barricades, and twenty (20) traffic cones, for the Chamber's Oyster Bay Day, to be held on Saturday, May 4., 2024, with a rain date of May 5, 2024, from 11:00 a.m. to 5:00 p.m.; and be it further

RESOLVED, That the Town Board approves the request of the Department of Parks to host the Oyster Bay Day event, on May 4, 2024, with a rain date of May 5, 2024, upon all of the terms requested and recommended in the memorandum of Joseph G. Pinto, Commissioner, Department of Parks, dated March 18, 2024, and recited hereinabove, and subject to the following additional terms and conditions:

1. The use of all Town property and equipment shall be in conformance with the direction of the Commissioner, Department of Public Works, or his duly authorized designee;
2. The Oyster Bay-East Norwich Chamber of Commerce shall comply with all ordinances of the Town of Oyster Bay, both in its use of all Town property and equipment, and in the conduct of the afore-described activity;
3. The said organization shall file a Certificate of Insurance with the Office of the Town Clerk, indicating that said organization maintains general liability insurance in the amounts of \$1,000,000.00 for each occurrence, and \$2,000,000.00 in the general aggregate, and naming the Town of Oyster Bay as an addition insured, in connection with the afore-described activity, and which coverage will be in full force and effect for the date of the event; and
4. The aid organization shall follow all New York State Guidelines with respect to social distancing, and the afore-described activity may be cancelled at any time by the Town of Oyster Bay, to prevent harm to the population from the COVID-19 Virus, or from any other threat to the public health and/or safety.

-#-

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

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

## TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMORANDUM

TO: MEMORANDUM DOCKET

FROM: JOSEPH G. PINTO, COMMISSIONER, DEPARTMENT OF PARKS

DATE: MARCH 18, 2024

SUBJECT: OYSTER BAY DAY

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The Department of Parks requests Town Board approval to host "Oyster Bay Day" in cooperation with the Oyster Bay/East Norwich Chamber of Commerce (OBEN), a not-for-profit entity (IRS section 501c3). The event shall take place on May 4, 2024 with a rain date of May 5, on Audrey Avenue, Oyster Bay from 11:00am – 5:00pm. Dates, times and location of the event may be changed at the discretion of the Commissioner of Parks and/or his designee.

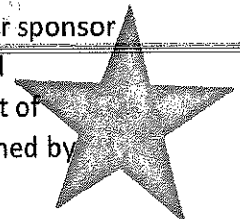
Oyster Bay Day shall be set on Audrey Avenue in downtown Oyster Bay and showcase local businesses and vendors and shall include, but not be limited to, food, live music, vendor shopping, games, arts and crafts and activities for all ages and shall be provided by the Oyster Bay/East Norwich Chamber of Commerce.

All spectators may attend the event free of charge.

The Department of Parks further requests that the Town Board waive permit fees that apply to hold the event.

The use of DJ and/or audio services may be incorporated into the event. The Department of Parks requests Town Board approval to utilize the services of EKO Productions Inc. per Town Board Resolution No. 882-2023 (attached). The total cost for DJ and/or audio services shall not exceed \$1,000.00. Funds for the fees shall be paid from Account No. PKS A 7110 47670 000 0000.

The Department of Parks further requests Town Board approval to accept the addition of sponsors, vendors and/or exhibitors to the event, at a fee, not to exceed \$2,500.00 per sponsor and up to \$500.00 per vendor or exhibitor, to be collected by this department. In-kind sponsors, vendors and/or exhibitors may also be accepted based on their commitment of service, product and/or promotional value provided to a specific event, to be determined by the Commissioner of Parks and/or his designee.



All media-based organizations partnering with the Town of Oyster Bay for the event, shall be permitted the right to sell new sponsorships, brought in jointly with the Town, upon the approval of the Commissioner of Parks and/or his designee and shall equally share any revenues (50/50) upon reconciliation of said event.

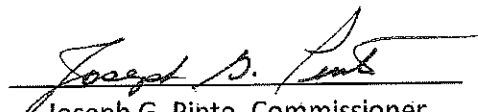
All sponsors, vendors and/or exhibitors must be legal, accredited businesses in good standing within the State of New York and shall be required to provide documentation of such upon request and additional documentation, including but not limited to current certificate of insurance naming the Town of Oyster Bay as an additional insured. All sponsor, vendor and/or exhibitor monies collected shall be deposited in the Town of Oyster Bay General Fund Account No. TWN A 0001 02770 590 0000.

The Oyster Bay/East Norwich Chamber of Commerce may incorporate the use of sponsors, vendors and exhibitors at the event which shall be pre-approved on an individual basis by the Commissioner of Parks and/or his designee.

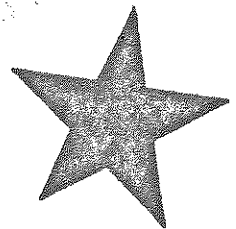
The Town of Oyster Bay and the Department of Parks reserves the right to refuse any sponsor, vendor, exhibitor and/or media-based organization, for any reason, that it deems does not properly serve said event and/or the public in attendance.

Event related expenses including but not limited to signage, branded merchandise, promotional advertising, such as print, radio, television, internet and computerized pre-recorded messaging shall not exceed \$5,000.00 and shall be paid from Account No. PKS A 7110 47670 000 0000, through the Town Purchasing Division and shall be subject to the Town's Procurement Policy.

The Department of Parks recommends Town Board approval to hold the event as set forth above.

  
Joseph G. Pinto, Commissioner  
Department of Parks

JGP: EW



## TOWN OF OYSTER BAY

## Inter-Departmental Memo

March 22, 2024

**TO:** MEMORANDUM DOCKET

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

**SUBJECT:** THE OYSTER BAY-EAST NORWICH CHAMBER OF COMMERCE  
OYSTER BAY DAY EVENT  
MAY 4<sup>TH</sup> 2024

---

Enclosed please find a copy of the letter from Ryan Schlotter, Chamber President, requesting our assistance on behalf of the Oyster Bay-East Norwich Chamber of Commerce in hosting Oyster Bay Day on Audrey Avenue in Oyster Bay on May 4<sup>th</sup> 2024.

The Highway Division has no objection to the Oyster Bay-East Norwich Chamber of Commerce utilizing Audrey Avenue, lower Audrey Avenue and Spring Street in Oyster Bay from 7:00 am until 6:00 pm while hosting Oyster Bay Day on May 4<sup>th</sup> 2024. The event is to be held on Audrey Avenue from South Street, past the Town Hall buildings down to the Railroad Plaza, including Municipal Parking Field O-8 on the east side of lower Audrey Avenue and along Shore Avenue from Spring Street to Maxwell Avenue and will provide "No Parking, "Road Closure" and Lot Closing", and "Lot Closing" signs" for the above mentioned date and times.

The Highway Division will be pleased to provide fifteen (15) complete barricades, twenty (20) orange cones for the event.

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



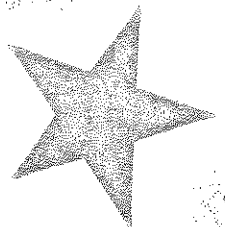
RICHARD W. LENZ, P.E., COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS



RWL/kaz  
Attachments

C: Richard L. LaMarca, Town Clerk  
Peter Brown, General Foreman 002  
John C. Tassone, Chief Deputy Commissioner  
Steve Kelly, Sign Bureau Supervisor

Grace SantaMaria, Highway Administration  
Justin McCaffrey, Commissioner of Public Safety  
Cathy McWilliams, Department of Parks





## 2024 BOARD OF DIRECTORS

### Officers

Ryan Schlotter - President  
Ravin Chetram - Vice President  
Susan Dembo - Secretary  
Margaret Ross - Treasurer

### Executive Director

Amy Reilly Hanley

### Directors

Scott Brekne  
Robert L. Brusca, Esq.  
Laura Escobar  
Tanya Espinal  
Rich LaMarca  
Meredith Maus  
Thomas Milana, Jr.  
Dawn Riley  
Margaret Ross  
Dana Pagliara  
Christopher Salvo, Esq.  
Dottie Simons

### National Park Service Liaison

Jonathan Parker

### Past Presidents

Michele Browner  
Alex Gallego

### Board Members Emeriti

Austin Azzaretto  
Paige Dawson  
Alex Gallego

PO Box 21  
Oyster Bay, New York 11771  
(516) 259-1842  
info@visitoysterbay.com

January 11, 2024

Supervisor Joseph Saladino  
54 Audrey Avenue  
Oyster Bay, NY 11771

Dear Mr. Saladino,

The Oyster Bay-East Norwich Chamber of Commerce is pleased to request permission to host our 4th annual single-day community event, Oyster Bay Day on Saturday, May 4<sup>th</sup> 2024. It is a family-friendly street fair that highlights participating OBEN Chamber member businesses while supporting all local businesses. The event will run from 11:00 a.m. to 5:00 p.m. We will have family-friendly attractions, activities, vendors/participants will have tent/table set ups in the street and there will also be live music.

The Oyster Bay-East Norwich Chamber of Commerce is hereby respectfully requesting the following:

- Signage stating road closures around footprint of event.
- Closure of Audrey Avenue in Oyster Bay Hamlet (from South Street past Spring Street down lower Audrey Avenue to the Railroad Museum, and to the corner of Maxwell Avenue) as of 7:00 a.m. on 5/4/24 until 6:00 p.m.
- Closure of Spring Street (from West Main Street north to Lower Audrey Avenue).
- Use of the parking lot on the east side of Lower Audrey Avenue just north of Audrey Avenue.
- Permit from 7:00 a.m. 5/4/24 with barricades being raised and street closure at 8:00 a.m.
- Access to 2 TOB golf carts if available
- Use of 15 barricades, 20 cones and 12 recycle pails if they are available.

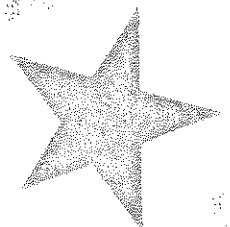
The required Certificate of Insurance with Endorsements naming the Town of Oyster Bay as additional insured will be sent at a later date.

If approved, we ask that a copy of the resolution and a permit be sent to Oyster Bay-East Norwich Chamber of Commerce: PO Box 21, Oyster Bay, NY 11771 and emailed to [info@visitoysterbay.com](mailto:info@visitoysterbay.com). We thank the Town for all its cooperation and assistance in making this annual event a success.

If there are any questions, please contact me directly at 917-302-1542.

Sincerely,

Amy Reilly Hanley  
Executive Director  
Oyster Bay – East Norwich Chamber of Commerce





OYSTBAY-02

LBREKNE

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/23/2023

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

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

**PRODUCER**  
Brooks Robb & Callahan  
PO Box 118  
Oyster Bay, NY 11771

**AGENT** Lindsey Stortz  
**PHONE** (516) 922-6500  
**FAX** (516) 922-6272  
**EMAIL** lrobb@brcainsurance.com

**INSURED**  
Oyster Bay - East Norwich Chamber of Commerce  
PO Box 21  
Oyster Bay, NY 11771

**INSURER(S) ATTENDING COVERAGE**  
**INSURER A:** Hartford Casualty Insurance Company  
**INSURER B:**  
**INSURER C:**  
**INSURER D:**  
**INSURER E:**  
**INSURER F:**

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

CLASS	TYPE OF INSURANCE	ADDITIONAL INSURED (Y/N)	POLICY NUMBER	POLICY START DATE (MM/DD/YYYY)	POLICY END DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER <input type="checkbox"/> LOC  OTHER:	X	1298MUQ3886	5/16/2023	5/16/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMBOP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY  <input type="checkbox"/> ANY AUTO OWNED <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY  <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		1298MUQ3886	5/16/2023	5/16/2024	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMANAGER EXCLUDED (Mandatory in NY) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe below DESCRIPTION OF OPERATIONS below					PER STATE <input type="checkbox"/> PER <input type="checkbox"/> \$1 EACH ACCIDENT \$ \$1 DISEASE - PER EMPLOYEE \$ \$1 DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 104, Additional Remarks Schedule, may be attached if more space is required)  
Event: Classic Cruise Night events from 05/30/2023-09/18/2023.  
Certificate holder is included as Additional Insured per the Business Liability coverage form 89 00 00.

<b>CERTIFICATE HOLDER</b> Town of Oyster Bay 64 Audrey Ave Oyster Bay, NY 11771	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Lindsay Stortz</i>
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ACORD 25 (2016/03)

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POLICY NUMBER: 12 SBM UQ3886



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

**ADDITIONAL INSURED - MANAGER/LESSOR**

LOC 001 BLDG 081  
TOWN OF OYSTER BAY DEPT OF PARKS  
150 MILLER PL,  
SYOSSET, NY 11771

Reviewed By  
Office of Town Attorney  
*E. Faughnan*

Form IH 12 00 11 88 T SEQ. NO. 001 Printed in U.S.A. Page 001

Process Date: 02/28/23

Expiration Date: 05/10/24



POLICY NUMBER: 12 SBH UQ3886



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

**ADDITIONAL INSURED - PERSON-ORGANIZATION**

LOC 001 BLDG 001  
ISLAND PROPERTIES, LLC  
255 SOUTH ST  
OYSTER BAY NY 11771

LOC 001 BLDG 001  
OYSTER BAY CHARITABLE FUND, OYSTER BAY ROTARY CLUB,  
NEW YORK AUTO FEST, TOWN OF OYSTER BAY  
PO BOX 132  
OYSTER BAY, NY 11771

LOC 001 BLDG 001  
TOWN OF OYSTER BAY DEPT OF PUBLIC WORKS  
150 MILLER PL  
SYOSSET, NY 11791

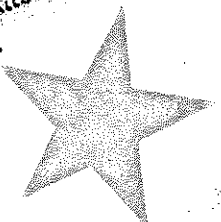
TOWN OF OYSTER BAY DEPT OF PUBLIC WORKS / HIGHWAY  
150 MILLER PL  
SYOSSET, NY 11791

OYSTER BAY WATER DISTRICT  
45 AUDREY AVE  
OYSTER BAY, NY 11771  
LOC 001 BLDG 001  
RENAISSANCE PROPERTY ASSOC  
255 SOUTH ST  
OYSTER BAY, NY 11771

TOWN OF OYSTER BAY DEPT OF PARKS  
150 MILLER PL  
SYOSSET, NY 11791

VERIZON  
2020 WANTAGH AVE  
WANTAGH, NY 11793  
LOC 001 BLDG 001  
PSEG  
176 EAST OLD COUNTRY ROAD  
HICKSVILLE, NY 11801

Notified by  
Office of Town Accounts  
*E. Paughman*



POLICY NUMBER: 12 SBM UQ3886



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

**ADDITIONAL INSURED - PERSON-ORGANIZATION**

TOWN OF OYSTER BAY  
45 AUDREY AVE  
OYSTER BAY, NY 11771

LOC 001 BLDG 001  
PSEG LONG ISLAND LLC, T&D MANAGER ACTING AS AGENT  
&/ON BEHALF OF LIPA- LIGHTING & ATTACHMENTS  
1650 ISLIP AVE,  
BRENTWOOD, NY 11771

Reviewed By  
Office of Town Agency  
*E. Laughan*



Harmless Agreement for Use of Town Property and/or Equipment

This Agreement is made this 12<sup>th</sup> day of Feb 2024, by OBEN Chamber (hereinafter "CONCESSIONAIRE"). Whereas, the CONCESSIONAIRE has entered into a contract to provide certain services and products at various Town locations, as designated in the contract between the TOWN and the CONCESSIONAIRE for the contract period 5/4/24 through 5/4/24.

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

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

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

Name of Organization:

OBEN Chamber of Commerce

Address of Organization:

PO Box 21

Oyster Bay, NY 11771

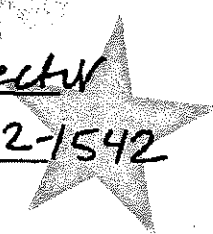
By: Amy Hamley  
Authorized Representative

Title: Executive Director

Telephone Number: 917-302-1542

Reviewed By  
Office of Town Attorney

*Ralph F. Healy*





Meeting of April 9, 2024

Resolution No. 294-2024

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memoranda dated March 22, 2024 and April 1, 2024, advised that John A. Grillo, Architect, P.C. by letter dated March 19, 2024, informed the Department that it made a final inspection of the work performed pursuant to Contract No. DP23-244, Centre Island Beach Synthetic Turf Replacement, certified that the contractor, The LandTek Group, Inc., 105 Sweeneydale Avenue, Bay Shore, New York 11706, complied with all of the requirements of the Contract, and recommended that the Town accept said Contract as having been completed; and

WHEREAS, Commissioner Lenz, by said memoranda, further advised that John A. Grillo, Architect, P.C. informed the Department, by letter dated March 19, 2024, of an increase/decrease in quantities, relative to the Construction Phase of Contract No. DP23-244, for a total net increase in the amount of \$15,257.00; and

WHEREAS, Commissioner Lenz, by said memoranda, requested Town Board authorization for the increase/decrease in quantities relative to the Construction Phase of Contract No. DP23-244, for a total net increase in the amount of \$15,257.00; and

WHEREAS, final construction costs were in the amount of \$740,257.00; and

WHEREAS, Commissioner Lenz, by said memoranda, concurred with John A. Grillo, Architect, P.C. that the Contract be accepted as having been completed, and that final payment be made to the contractor; and

WHEREAS, work under this Contract was directed to proceed as of June 19, 2023, and to be completed within thirty (30) calendar days, on July 18, 2023, with work completed, actually, on October 5, 2023; and

WHEREAS, the Office of the Town Comptroller, by memorandum dated February 8, 2024, stated that there are no financial encumbrances of record that would necessitate the withholding of the final acceptance of this project; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated March 12, 2024, concurred with the recommendation of final acceptance of this project,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board hereby authorizes an increase/decrease in quantities, relative to the Construction Phase of Contract No. DP23-244, for a net increase in the amount of \$15,257.00; and be it further

RESOLVED, That the recommendations as hereinabove set forth, are accepted, and Contract No. DP23-244, is hereby accepted as being complete, at a final construction cost of

REVIEWED BY  
OFFICE OF TOWN ATTORNEY

\$740,257.00, and final payment is to be made in accordance with the applicable terms and conditions of the Contract, after the customary review of the engineer's certificate, and upon the submission of a duly certified claim, after audit.

-#-

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

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

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

March 22, 2024

TO: MEMORANDUM DOCKET

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

SUBJECT: FINAL ACCEPTANCE, EXTENSION OF TIME, CHANGE ORDER NO. 1  
CENTRE ISLAND BEACH SYNTHETIC TURF REPLACEMENT  
CONTRACT NO.: DP23-244  
SUPPLEMENTAL MEMO TO FOLLOW

---

Additional information will be provided in a Supplemental Docket Memorandum at the next docket meeting. We, therefore, recommend and request that a space be reserved at the next Town Board meeting on April 9, 2024 to take action on final acceptance, extension of time, and change order no. 1 for Centre Island Beach Synthetic Turf Replacement.



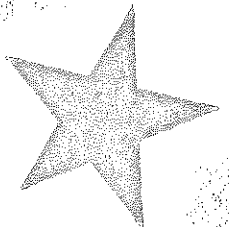
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RICHARD W. LENZ, P.E.  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

RWL/MR/CC/ik

cc: Joseph G. Pinto, Commissioner / Parks

DP23-244 Centre Island Beach Synthetic Turf Replacement Save a Space





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

April 1, 2024

TO: MEMORANDUM DOCKET

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

SUBJECT: SUPPLEMENTAL DOCKET MEMO TO ITEM NO. 24  
DOCKET OF MARCH 27, 2024  
CHANGE ORDER NO. 1, EXTENSION OF TIME, ACCEPTANCE AND FINAL PAYMENT  
CENTRE ISLAND BEACH SYNTHETIC TURF REPLACEMENT  
CONTRACT NO. DP23-244

---


In furtherance to Item No. 24 of the docket of March 27, 2024, attached is a letter from John A. Grillo, Architect, P.C. dated March 19, 2024, concerning Change Order No. 1, a net increase in the amount of \$15,257.00 Attached herewith is also:

1. A letter dated March 19, 2024 from John A. Grillo, Architect, P.C. recommending final acceptance by the Town of Oyster Bay.
2. The consultant's final engineer's certificate for The LandTek Group, Inc. dated January 24, 2024.
3. A statement from the Town Attorney's office indicating there are no legal hindrances.
4. A statement from the Town Comptroller indicating there are no financial hindrances which would delay the acceptance of this contract.
5. A statement from the Parks Department concurring with final acceptance.

Work under this contract was directed to proceed as of June 19, 2023 to be completed within 30 calendar days on July 18, 2023. Due to work outside the original scope being scheduled, The LandTek Group, Inc. required additional time to complete the project. John A. Grillo, Architect, P.C., as stated in their letter dated March 19, 2024, recommends that an extension of time of 79 calendar days to October 5, 2023 be granted. Actual work was completed on October 5, 2023.

Final construction costs amount to \$740,257.00.

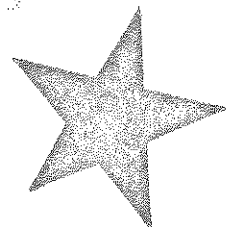
Therefore, we request that the Town Board authorize, by resolution, the above-mentioned change order and extension of time and we hereby concur with John A. Grillo, Architect, P.C. that this project be accepted as being completed and that all final payments be made to the contractor after the customary review of the engineer's certificate and claim by the Comptroller.

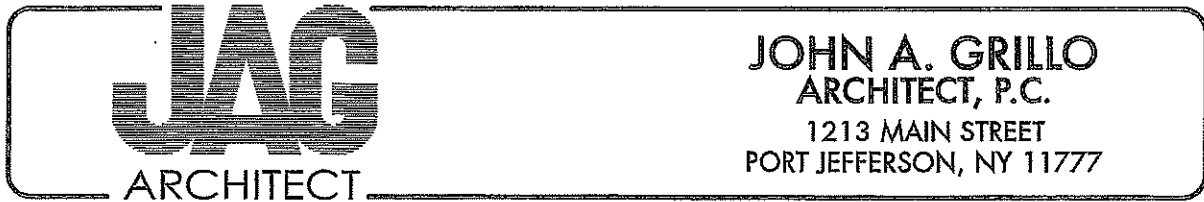
  
RICHARD W. LENZ, P.E.  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

RWL/MR/CC/ik  
Attachments

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

DP23-244 Centre Island Acceptance & Final Payment





TEL: (631) 476-2161

JAGarchitect.com

FAX: (631) 476-9846

March 19, 2024

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

RE: Town of Oyster Bay  
Centre Island Beach Park  
Contract No. DP23-244  
Change Order No. 1 - Final Acceptance

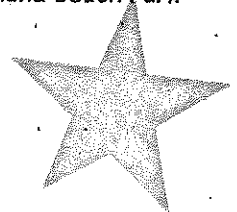
Dear Commissioner Lenz:

During the course of the construction of this project, actual measured quantities differed from those in the original contract.

Actual field conditions encountered required additional work and the deletion of work not anticipated during the design of this contract. These items have been addressed and are being submitted for your review as Change Order No. 1 for an increase of \$15,257.00 and Town Board Resolution. We, therefore, recommend the following changes for your approval.

John A. Grillo Architect, PC has performed a final inspection of the Beach Park including all ancillary items required under the contract and all additional work as required by TOB or required as per existing field conditions.

The contract included 30 calendar days to complete the work. The construction was scheduled to start on 6/19/2023. The final completion date of this contract was set as 7/18/2023. While the original contract work was completed within this time frame, an extension of 79 calendar days was necessary to complete work outside the original contract scope. The revised completion date is 10/5/2023. A walk-through took place with substantial completion of work occurring 9/6/2023. The building was opened to the Centre Island Beach Park staff that day.



The original bid amount for this contract was \$725,000.00. The final contract value, including Change Order 1 recommended for approval is \$740,257.00. Therefore, this office recommends that the Town of Oyster Bay accept this job as final.

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

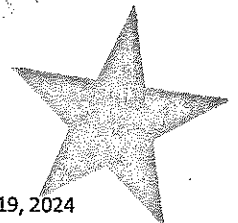
Very truly yours,

A handwritten signature in black ink, appearing to read 'A. LoGiudice', written in a cursive style.

Adam LoGiudice  
Architect

AL:wk

TOB - LandTek - Centre Island - CO 1 - Explanation Letter



# Application for Payment

**OWNER:** Town of Oyster Bay  
 54 Audrey Avenue  
 Oyster Bay, NY 11771

**PROJECT:** Centre Island Beach MPF  
 466 Bayville Avenue  
 Bayville, NY 11709

**CONTRACTOR:** The LandTek Group, Inc.  
 105 Sweeneydale Avenue  
 Bay Shore, NY 11706

**Architect:** John A. Grillo Architects  
 1213 Main Street  
 Port Jefferson, NY 11777

**APPLICATION NO:** 4 - Final  
**PERIOD TO:** 10/31/23  
**BID #:** DP23-244  
**CONTRACT DATE:** 4/18/2023  
**LANDTEK JOB NO.:** 50-2497, 30-1630  
**LANDTEK CUSTOMER NO.:** OYST02

**Distribution to:**  
 x OWNER  
 x ARCHITECT  
 x CONTRACTOR  
 x CON. MGR

**FOR: Turf Replacement at Centre Island Beach**  
**CONTRACTOR'S APPLICATION FOR PAYMENT**

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

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

1. ORIGINAL CONTRACT SUM \$725,000.00
2. Net Change by Change Orders \$15,257.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$740,257.00
4. TOTAL COMPLETED & STORED TO DATE \$740,257.00
5. RETAINAGE:
  - a. 0% of Completed Work (Columns D/E on G703) \$0.00
  - b. \_\_\_% of Stored Material (Column F on G703) \$0.00
  - Total Retainage (Line 5a + 5b) \$0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$740,257.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 From Prior Certificate) \$679,898.40
8. CURRENT PAYMENT DUE \$60,558.60
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 Less Line 8) \$0.00

**CONTRACTOR:** The LandTek Group, Inc.

By: *Christina Whalen*  
 Jennifer A. Whalen  
 NOTARY PUBLIC, STATE OF NEW YORK  
 Registration No. 01PE6215464  
 County of Suffolk  
 My Commission Expires 12/28/25

State of New York  
 County of Suffolk  
 Subscribed and sworn to before  
 me this 3rd day of January 2024

Notary Public: *Janice A. Antea*  
 My Commission Expires:

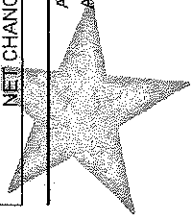
**CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED. \$ 60,558.60  
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified)

CHANGE ORDER STATUS	ADDITIONS	DELETIONS
Total changes approved in previous months by Owners	\$0.00	\$0.00
Total approved this Month	\$24,785.00	\$9,528.00
<b>TOTALS</b>	<b>\$24,785.00</b>	<b>\$9,528.00</b>
<b>NET CHANGE by Change Order</b>	<b>\$15,257.00</b>	

**CONSTRUCTION MANAGER:** *[Signature]*  
 By: \_\_\_\_\_ Date: 1/24/2024  
 ARCHITECT  
 (NOTE: If Multiple Prime Contractors are responsible for performing portions of this Project, the Architect's Certification is not required.)

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



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

February 6, 2024

TO: FRANK SCALERA, TOWN ATTORNEY  
OFFICE OF THE TOWN ATTORNEY

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


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


SUBJECT: FINAL ACCEPTANCE  
CENTRE ISLAND BEACH SYNTHETIC TURF REPLACEMENT  
CONTRACT NO. DP23-244

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Please review your records as to any legal obstacles that would prevent final acceptance of the subject project. Attached herewith is original Maintenance Bond No. BCY1102080M. Please approve as to form. In accordance with the terms of the contract agreement, the completion date as approved by the Commissioner of Public Works is October 5, 2023.

The contractor is The LandTek Group, Inc and the final contract amount is \$740,257.00.

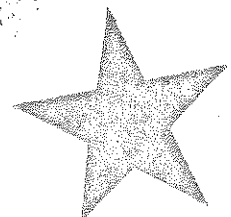
  
\_\_\_\_\_  
MATTHEW RUSSO, P.E.  
DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

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

RWL/MR/CC/ik

Attachment

DP23-244 Centre Island Beach Synthetic Turf Replacement Final acceptance – Town Attorney



MAINTENANCE

Bond BCY1102080M

KNOW ALL BY THESE PRESENTS, That we, The LandTek Group, Inc.

as Principal, and The Hanover Insurance Company

a corporation organized under the laws of the State of New Hampshire and duly authorized to do business in

the State of New York, as Surety, are held and firmly bound unto Town of Oyster Bay

as Obligees, in the penal sum of Seven Hundred Forty Thousand Two Hundred Fifty Seven and 00/100

(\$ 740,257.00)

to which payment well and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a Contract with the

Town of Oyster Bay dated April 18, 2023  
for Centre Island Beach Synthetic Turf Replacement Contract #DP23-244

WHEREAS, said Contract has been completed, and was approved on 5th  
day of October, 2023

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall guarantee that the work will be free of any defective materials or workmanship which became apparent during the period of one (1) year(s) following completion of the Contract then this obligation shall be void, otherwise to remain in full force and effect. provided however, any additional warranty or guarantee whether expressed or implied is extended by the Principal or Manufacturer only, and the Surety assumes no liability for such a guarantee.

Signed and sealed this 25th day of January, 2024

The LandTek Group, Inc. (Seal)

[Signature] (Seal)

Michael Ryan (Seal)

The Hanover Insurance Company

By

[Signature]

Colette R. Chisholm

Attorney-in-Fact



MR

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

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

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

**DATE: FEBRUARY 8, 2024**

**SUBJECT: FINAL ACCEPTANCE – CENTRE ISLAND BEACH SYNTHETIC TURF**  
**REPLACEMENT**  
**CONTRACT NO. DP23-244**

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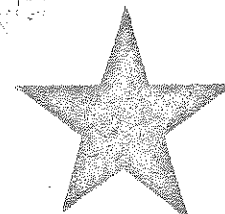
In response to your memo dated February 6, 2024, copy enclosed, please be advised that there are no financial hindrances that would delay the acceptance of this contract.

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

Enclosure

SCB/dim:bk

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



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

February 6, 2024

TO: JOSEPH G. PINTO, COMMISSIONER  
DEPARTMENT OF PARKS

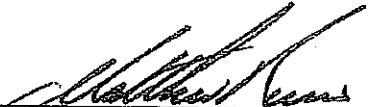
FROM: MATTHEW RUSSO, P.E., DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS


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

SUBJECT: FINAL ACCEPTANCE  
CENTRE ISLAND BEACH SYNTHETIC TURF REPLACEMENT  
CONTRACT NO. DP23-244

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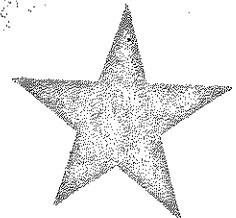
This office is preparing to recommend final acceptance of the above project. Please notify this office if you concur with this recommendation.

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

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

RWL/MR/CC/ik  
Attachment

DP23-244 Centre Island Beach Synthetic Turf Replacement Final Acceptance Parks





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

March 12, 2024

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

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

FROM: JOSEPH G. PINTO, COMMISSIONER  
DEPARTMENT OF PARKS

SUBJECT: FINAL ACCEPTANCE  
CENTRE ISLAND BEACH SYNTHETIC TURF REPLACEMENT  
CONTRACT NO. DP23-244

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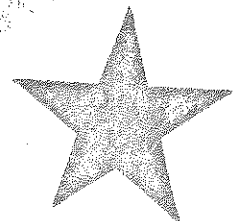
The Department of Parks is in receipt of the above noted subject.

The Department of Parks concurs with the final acceptance of the *Centre Island Beach Synthetic Turf Replacement*, therefore there are no further recommendations.

If you should have any further inquiries regarding the above, please feel free to contact our office at extension 4142.

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

JGP/km



TOWN OF OYSTER BAY DEPARTMENT OF PUBLIC WORKS  
Synthetic Turf Replacement at Centre Island Beach Park  
Contract No. DP23-244  
CHANGE ORDER NO. 1

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

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

Item No. 1

Reason: Provide improvements to existing chain link and aluminum perimeter fencing, as directed by the Owner

TOTAL COST OF ITEM NO. 1: \$33,800.00

Item No. 2

Reason: Supply and install 8 ft. offset football goal post on existing footing

TOTAL COST OF ITEM NO. 2: \$24,785.00

Item No. 3

Reason: Credit for 1,388.00 ft. of new composite nailer that was not installed

TOTAL COST OF ITEM NO. 3: (\$8,328.00)

Item No. 4

Reason: Deduct Project Allowance \$35,000.00

TOTAL COST OF ITEM NO. 4: (\$35,000.00)

TOTAL COST OF CHANGE ORDER NO. 1: \$15,257.00

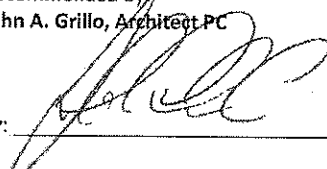
The original Contract sum was:	\$ 725,000.00
Net Change by previously authorized Change Orders:	\$ 0.00
Total Contract sum prior to this Change Order:	\$ 725,000.00
Change Order No. 1:	\$ 15,257.00
New Contract sum including CHANGE ORDER NO. 1:	\$ 740,257.00

The above work is to be performed in accordance with the letter from John A. Grillo, Architect PC, dated 12/12/2023 and the memorandum of the Department of Public Works, dated 9/6/2023, at a cost to the Town in the amount of \$15,257.00.

There is sufficient funding for this change order in the amount reserved for PQI.

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

Recommended by:  
John A. Grillo, Architect PC


by: 


Date: 12/12/2023

by:  3/27/24  
Robert Darienzo, Director of Finance

by:  3/27/24  
Steven Ballas, Comptroller

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

by: 

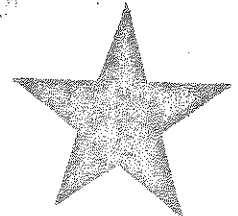
by:  3/28/24  
Frank M. Scalera, Town Attorney

The above Change Order is hereby accepted by the Town.

Date: 1/11/24

Joseph S. Saladino, Town Supervisor

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



WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memoranda dated March 22, 2024 and April 1, 2024, advised that John A. Grillo, Architect, P.C. by letter dated March 19, 2024, informed the Department that it made a final inspection of the work performed pursuant to Contract No. DP23-245, Replacement of the Existing Turf Field at Robbins Lane Community Park, certified that the contractor, The LandTek Group, Inc., 105 Sweeneydale Avenue, Bay Shore, New York 11706, complied with all of the requirements of the Contract, and recommended that the Town accept said Contract as having been completed; and

WHEREAS, Commissioner Lenz, by said memoranda, further advised that John A. Grillo, Architect, P.C. informed the Department, by letter dated March 19, 2024, of an increase/decrease in quantities, relative to the Construction Phase of Contract No. DP23-245, for a total net decrease in the amount of \$26,960.00; and

WHEREAS, Commissioner Lenz, by said memoranda, requested Town Board authorization for the increase/decrease in quantities relative to the Construction Phase of Contract No. DP23-245, for a total net decrease in the amount of \$26,960.00; and

WHEREAS, final construction costs were in the amount of \$697,040.00; and

WHEREAS, Commissioner Lenz, by said memoranda, concurred with John A. Grillo, Architect, P.C. that the Contract be accepted as having been completed, and that final payment be made to the contractor; and

WHEREAS, work under this Contract was directed to proceed as of June 12, 2023, and to be completed within sixty (60) calendar days, on August 10, 2023, with work completed, actually, on September 1, 2023; and

WHEREAS, the Office of the Town Comptroller, by memorandum dated February 8, 2024, stated that there are no financial encumbrances of record that would necessitate the withholding of the final acceptance of this project; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated March 12, 2024, concurred with the recommendation of final acceptance of this project,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board hereby authorizes an increase/decrease in quantities, relative to the Construction Phase of Contract No. DP23-245, for a net decrease in the amount of \$26,960.00; and be it further

RESOLVED, That the recommendations as hereinabove set forth, are accepted and Contract No. DP23-245, is hereby accepted as being complete, at a final construction cost of

REVIEWED BY  
OFFICE OF TOWN ATTORNEY

\$697,040.00, and final payment is to be made in accordance with the applicable terms and conditions of the Contract, after the customary review of the engineer's certificate, and upon the submission of a duly certified claim, after audit.

-#-

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

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

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

April 1, 2024

TO: MEMORANDUM DOCKET

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

SUBJECT: SUPPLEMENTAL DOCKET MEMO TO ITEM NO. 25  
DOCKET OF MARCH 27, 2024  
CHANGE ORDER NO. 1, QUANTITY DECREASE, EXTENSION OF TIME, & ACCEPTANCE AND  
FINAL PAYMENT  
REPLACEMENT OF THE EXISTING TURF FIELD AT ROBBINS LANE COMMUNITY PARK  
CONTRACT NO. DP23-245


In furtherance to Item No. 24 of the docket of March 27, 2024, attached is a letter from John A. Grillo, Architect, P.C. dated March 19, 2024, concerning Change Order No. 1 a decrease in quantities for a total net decrease of \$26,960.00. Attached herewith is also:

1. A letter dated March 19, 2024 from John A. Grillo, Architect, P.C. recommending final acceptance by the Town of Oyster Bay.
2. The consultant's final engineer's certificate for The LandTek Group, Inc. dated January 2, 2024.
3. A statement from the Town Attorney's office indicating there are no legal hindrances.
4. A statement from the Town Comptroller indicating there are no financial hindrances which would delay the acceptance of this contract.
5. A statement from the Parks Department concurring with final acceptance.

Work under this contract was directed to proceed as of June 12, 2023 to be completed within 60 calendar days on August 10, 2023. Due to work outside the original scope being scheduled, The LandTek Group, Inc. required additional time to complete the project. John A. Grillo, Architect, P.C., as stated in their letter dated December 12, 2023, recommends that an extension of time of 22 days to September 1, 2023 be granted. Actual work was completed on September 1, 2023.

Final construction costs amount to \$697,040.00.

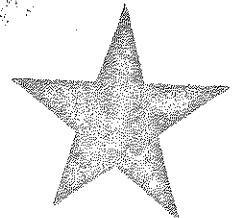
Therefore, we request that the Town Board authorize, by resolution, the above-mentioned change order, quantity decrease, and extension of time and we hereby concur with John A. Grillo, Architect, P.C. that this project be accepted as being completed and that all final payments be made to the contractor after the customary review of the engineer's certificate and claim by the Comptroller.

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

RWL/MR/CC/k  
Attachments

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

DP23-245 Robbins Lane Acceptance & Final Payment





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

TEL: (631) 476-2161

JAGarchitect.com

FAX: (631) 476-9846

March 19, 2024

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

RE: Town of Oyster Bay  
Robbins Lane Community Park  
Contract No. DP23-245  
Change Order No. 1 - Final Acceptance

Dear Commissioner Lenz:

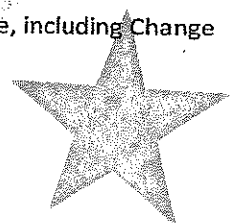
During the course of the construction of this project, actual measured quantities differed from those in the original contract. To reflect those changes, we have prepared Change Order No. 1 indicating a net decrease of \$26,960.00, for your consideration and Town Board Resolution.

Actual field conditions encountered required additional work and the deletion of work not anticipated during the design of this contract. These items have been addressed and are being submitted for your review as Change Order No. 1 for a decrease of \$26,960.00 and Town Board Resolution. We, therefore, recommend the following changes for your approval.

John A. Grillo Architect, PC has performed a final inspection of the Community Park including all ancillary items required under the contract and all additional work as required by TOB or required as per existing field conditions.

The contract included 60 calendar days to complete the work. The construction was scheduled to start on 6/12/2023. The final completion date of this contract was set as 8/10/2023. While the original contract work was completed within this time frame, an extension of 27 calendar days was necessary to complete work outside the original contract scope. The revised completion date is 9/1/2023. A walk-through took place with substantial completion of work occurring 9/6/2023. The field was opened to the Robbins Lane Community Park staff that day.

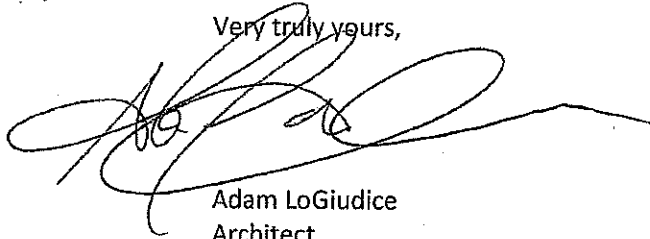
The original bid amount for this contract was \$724,000.00. The final contract value, including Change



Order 1 recommended for approval is \$697,040.00. Therefore, this office recommends that the Town of Oyster Bay accept this job as final.

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

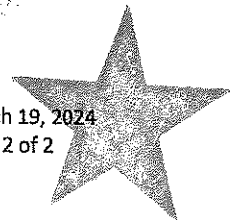
Very truly yours,

A handwritten signature in black ink, appearing to read 'A. LoGiudice', written over a horizontal line.

Adam LoGiudice  
Architect

AL:wk

TOB - LandTek - CO 2 - Explanation Letter



# Application for Payment

AIA DOCUMENT G732

OWNER: Town of Oyster Bay

54 Audrey Ave  
Oyster Bay, NY 11771

PROJECT: Robbins Lane Park MPP  
Robbins Lane  
Syosset, NY 11791

APPLICATION NO: 3 - Final

PERIOD TO: 9/1/23

Bid #: DP23-245

CONTRACT DATE: 6/8/2023

LANDTEK JOB NO. 50-2512, 33-3088 & 30-1642

LANDTEK CUSTOMER NO OYST02

CONTRACTOR: The LandTek Group, Inc.  
105 Sweeneydale Avenue  
Bay Shore, NY 11706

Architect: John A Grillo Architects  
1213 Main St  
Port Jefferson, NY 11777

Distribution to  
 OWNER  
 ARCHITECT  
 CONTRACTOR  
 CON. MGR

**FOR: Turf Replacement at Robbins Lane Park MPP**

**CONTRACTOR'S APPLICATION FOR PAYMENT**

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

1. ORIGINAL CONTRACT SUM 5724,000.00

2. Net Change by Change Orders (\$26,960.00)

3. CONTRACT SUM TO DATE (Line 1 + 2) \$697,040.00

4. TOTAL COMPLETED & STORED TO DATE \$697,040.00

5. RETAINAGE:

a. 0% of Completed Work \$0.00  
(Column D/E on G703)

b. \_\_\_% of Stored Material \$0.00  
(Column F on G703)

Total Retainage (Line 5a + 5b) \$0.00

6. TOTAL EARNED LESS RETAINAGE \$697,040.00  
(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$630,909.25  
(Line 6 From Prior Certificate)

8. CURRENT PAYMENT DUE **\$66,130.75**

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$0.00  
(Line 3 Less Line 8)

CHANGE ORDER STATUS	ADDITIONS	DELETIONS
Total changes approved in previous months by Owners	\$0.00	\$0.00
Total approved this Month	\$0.00	\$26,960.00
<b>TOTALS</b>	<b>\$0.00</b>	<b>\$26,960.00</b>
NET CHANGE by Change Order		<b>-\$26,960.00</b>

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

CONTRACTOR: The LandTek Group, Inc.

By:

*Christine Whalen*

State of New York  
County of Suffolk  
Subscribed and sworn to before  
me this 18th day of September 2023

Notary Public:

*[Signature]*  
FLORENCE McPARTLAND  
Notary Public, State of New York  
No. 01MC6194181  
Qualified in Suffolk County  
Commission Expires September 29, 2024

My Commission Expires: 9/29/2024

**CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED, \$ 66,130.75  
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

**CONSTRUCTION MANAGER**

By:

*[Signature]*

Date:

12/2024

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

By:

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



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

February 6, 2024

**TO:** FRANK SCALERA, TOWN ATTORNEY  
OFFICE OF THE TOWN ATTORNEY

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


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


**SUBJECT:** FINAL ACCEPTANCE  
REPLACEMENT OF EXISTING TURF FIELD AT ROBBINS LANE COMMUNITY  
PARK  
CONTRACT NO. DP23-245

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Please review your records as to any legal obstacles that would prevent final acceptance of the subject project. Attached herewith is original Maintenance Bond No. BCY1102078. Please approve as to form. In accordance with the terms of the contract agreement, the completion date as approved by the Commissioner of Public Works is September 1, 2023.

The contractor is The LandTek Group, Inc and the final contract amount is \$697,040.00.

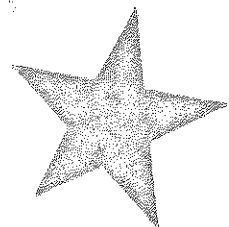
  
\_\_\_\_\_  
MATTHEW RUSSO, P.E.  
DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

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

RWL/MR/CC/ik

Attachment

DP23-245 Replacement of Existing Turf Field at Robbins Lane Community Park Final acceptance -- Town Attorney



MAINTENANCE

Bond BCY1102078

KNOW ALL BY THESE PRESENTS, That we, The LandTek Group, Inc.

105 Sweeneydale Avenue Bay Shore, NY 11706

as Principal, and The Hanover Insurance Company

a corporation organized under the laws of the State of NH and duly authorized to do business in

the State of NY, as Surety, are held and firmly bound unto Town of Oyster Bay

74 Audrey Avenue Oyster Bay, NY 11771

as Obligee, in the penal sum of Six Hundred Ninety Seven Thousand Forty Dollars and 00/100

(\$ 697,040.00)

to which payment well and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a Contract with the

Town of Oyster Bay

dated

May 9, 2023

for Replacement of Existing Turf Field at Robbins Lane Community Park Contract # DP23-245

WHEREAS, said Contract has been completed, and was approved on \_\_\_\_\_ 1st  
day of September, 2023.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall guarantee that the work will be free of any defective materials or workmanship which became apparent during the period of 1 year(s) following completion of the Contract then this obligation shall be void, otherwise to remain in full force and effect, provided however, any additional warranty or guarantee whether expressed or implied is extended by the Principal or Manufacturer only, and the Surety assumes no liability for such a guarantee.

Signed and sealed this 9th day of November, 2023.

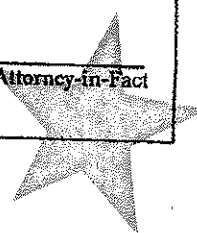
The LandTek Group, Inc. (Seal)

[Signature] (Seal)

Michael Ryan (Seal)

The Hanover Insurance Company

By [Signature]  
Denese Thompson Attorney-in-Fact



MR

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

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

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

**DATE: FEBRUARY 8, 2024**

**SUBJECT: FINAL ACCEPTANCE – REPLACEMENT OF EXISTING TURF FIRD AT**  
**ROBBINS LANE COMMUNITY PARK**  
**CONTRACT NO. DP23-245**

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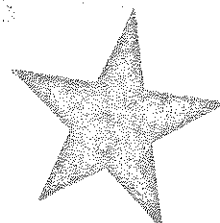
In response to your memo dated February 6, 2024, copy enclosed, please be advised that there are no financial hindrances that would delay the acceptance of this contract.

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

Enclosure

SCE/dim:bk

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



## TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

March 12, 2024

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

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

FROM: JOSEPH G. PINTO, COMMISSIONER  
DEPARTMENT OF PARKS

SUBJECT: FINAL ACCEPTANCE  
REPLACEMENT OF EXISTING TURF FIELD AT  
ROBBINS LANE COMMUNITY PARK  
SYOSSET, NEW YORK  
CONTRACT NO. DP23-245

---

The Department of Parks is in receipt of the above noted subject.

The Department of Parks concurs with the final acceptance of the *Replacement of Existing Turf Field at Robbins Lane Community Park, Syosset*, therefore there are no further recommendations.

If you should have any further inquiries regarding the above, please feel free to contact our office at extension 4142.

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

JGP/km



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

February 6, 2024

TO: JOSEPH G. PINTO, COMMISSIONER  
DEPARTMENT OF PARKS

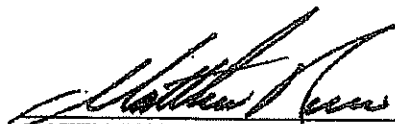
FROM: MATTHEW RUSSO, P.E., DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS


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

SUBJECT: FINAL ACCEPTANCE  
REPLACEMENT OF EXISTING TURF FIELD AT ROBBINS LANE COMMUNITY  
PARK  
CONTRACT NO. DP23-245

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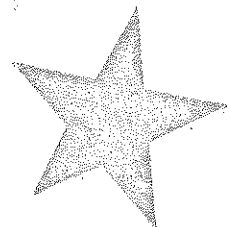
This office is preparing to recommend final acceptance of the above project. Please notify this office if you concur with this recommendation.

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

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

RWL/MR/CC/ik  
Attachment

DP23-245 Replacement of Existing Turf Field at Robbins Lane Community Park Final Acceptance Parks



**TOWN OF OYSTER BAY DEPARTMENT OF PUBLIC WORKS**  
**Synthetic Turf Replacement at Robbins Lane Community Park**  
**Contract No. DP23-245**  
**CHANGE ORDER NO. 1**

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

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

**Item No. 1**

Reason: Credit for unused allowance \$17,960.00 (Item No. 2)

**TOTAL COST OF ITEM NO. 1** **(\$17,960.00)**

**Item No. 2**

Reason: Deduct Project Nailer Allowance \$9,000.00

**TOTAL COST OF ITEM NO. 2** **(\$9,000.00)**

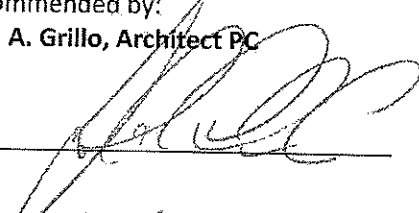
**TOTAL COST OF CHANGE ORDER NO. 1:** **(\$26,960.00)**

The original Contract sum was:	\$ 724,000.00
Change Order No. 1:	(\$ 26,960.00)
<b>New Contract sum including CHANGE ORDER NO. 1:</b>	<b>\$ 697,040.00</b>

The above work is to be performed in accordance with the letter from John A. Grillo, Architect PC, dated \_\_\_\_\_ and the memorandum of the Department of Public Works, dated \_\_\_\_\_.

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


Recommended by:  
**John A. Grillo, Architect PC**

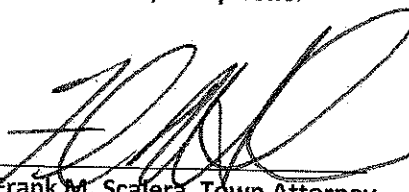
by:   
Date: 3/19/2024

by:  3/27/24  
Robert Darienzo, Director of Finance

by:  3/27/24  
Steven Ballas, Comptroller

The above Change Order is hereby accepted:  
**The LandTek Group, Inc.**

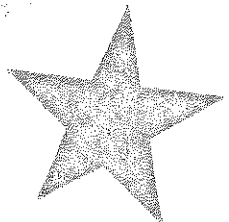
by:   
Date: 3/25/24

by:  3/28/24  
Frank M. Scaferra, Town Attorney

The above Change Order is hereby accepted by the Town.

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

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



TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO

March 22, 2024

TO: MEMORANDUM DOCKET

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

SUBJECT: FINAL ACCEPTANCE, EXTENSION OF TIME, CHANGE ORDER NO. 1  
REPLACEMENT OF EXISTING TURF FIELD AT ROBBINS LANE COMMUNITY  
PARK  
CONTRACT NO.: DP23-245  
SUPPLEMENTAL MEMO TO FOLLOW

---

Additional information will be provided in a Supplemental Docket Memorandum at the next docket meeting. We, therefore, recommend and request that a space be reserved at the next Town Board meeting on April 9, 2024 to take action on final acceptance, extension of time, and change order no. 1 for the Replacement of Existing Turf Field at Robbins Lane Community Park.



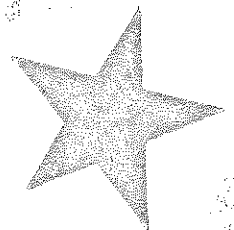
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RICHARD W. LENZ, P.E.  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

  
RWL/MR/CC/ik

cc: Joseph G. Pinto, Commissioner / Parks

DP23-245 Replacement of Existing Turf Field at Robbins Lane Community Park Save a Space



WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memoranda dated March 25, 2024 and April 1, 2024, advised that by Resolution No. 916-2023, adopted on December 12, 2023, the Town Board authorized Nassau Suffolk Engineering & Architecture, PLLC to provide On-Call Engineering Services in connection with Contract No. PWC22-24, Architecture, for a two-year term, commencing January 1, 2024 through December 31, 2025; and

WHEREAS, Ryan Rosenberg, AIA, NCARB, CSI, CDT, Director of Architecture, Nassau Suffolk Engineering & Architecture, PLLC, by letter dated March 6, 2024, described the scope of work to be performed under Contract No. PWC22-24, engineering services related to investigation of roof leaks, construction coordination and observation, as well as post construction analysis and reporting; and

WHEREAS, Commissioner Lenz, by said memoranda, requested Town Board authorization for Nassau Suffolk Engineering & Architecture, PLLC, to provide the aforesaid On-Call Engineering Services under Contract No. PWC22-24, and that the Comptroller be directed to issue an encumbrance order in an amount not to exceed \$40,000.00 for this purpose, with funds available for payment in Account No. PKS H 7197 20000 000 2402 001 Project ID No. 2402 PKSA-05; and

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

NOW, THEREFORE, BE IT RESOLVED, that the requests as hereinabove set forth are approved, and Nassau Suffolk Engineering & Architecture, PLLC is hereby authorized to provide the aforementioned engineering services in connection with Contract No. PWC22-24 for an amount not to exceed \$40,000.00, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed \$40,000.00 for this purpose, with funds available for payment in Account No. PKS H 7197 20000 000 2402 001 Project ID No. 2402 PKSA-05.

-#-

REVIEWED BY  
OFFICE OF TOWN ATTORNEY

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

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



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

April 1, 2024

TO : MEMORANDUM DOCKET

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

SUBJECT: SUPPLEMENTAL DOCKET MEMO TO ITEM NO. 26  
DOCKET OF MARCH 26, 2024  
ON CALL ENGINEERING SERVICES RELATIVE TO ARCHITECTURE  
CONTRACT NO. PWC22-24  
ACCOUNT NO.: PKS-H-7197-20000-000-2402-001  
PROJECT ID: 2402PKSA-05


In furtherance to Item No. 26 of the docket on March 26, 2024, the consultant, Nassau Suffolk Engineering & Architecture, PLLC, has been approved by the Commissioner of Public Works to provide engineering services under On-Call Contract No. PWC22-24 by Resolution No. 916-2023 for the subject project. Funds have been made available by the Director of Finance.

Attached is a letter dated March 6, 2024 from Nassau Suffolk Engineering & Architecture, PLLC regarding the scope of work to be performed in an amount not to exceed \$40,920.00. Services to be performed include investigation of the source of roof leaks, construction coordination and observation, and post construction analysis and reporting.

Attached is an availability of funds in the amount of \$40,920.00 to satisfy said engineering costs from the Office of the Director of Finance indicating that funds are available in Account No. PKS-H-7197-20000-000-2402-001 Project ID: 2402PKSA-05

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

It is hereby requested that the Town Board authorize by Resolution, Nassau Suffolk Engineering & Architecture, PLLC under Contract No. PWC22-24 for On-Call Engineering Services Relative to Architecture and requests that the Comptroller be directed to issue an encumbrance order for this purpose.

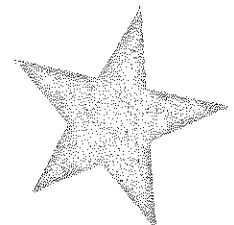
  
\_\_\_\_\_  
RICHARD W. LENZ, P.E.  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

RWL/MR/CC/ik

Attachment

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

DP24-287 On Call Engineering Services Relative to Architecture





# 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 January 1, 2024

Contract No. \_\_\_\_\_

Contract End December 31, 2025

Commencement Date January 1, 2024

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

Vendor Name and Address

Nassau Suffolk Engineering & Architecture, PLLC

801 Motor Parkway, Suite 103

Hauppauge, New York 11788

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

Contact \_\_\_\_\_

Phone \_\_\_\_\_

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

Investigation of the source of roof leaks, construction coordination and observation, and post construction analysis and reporting

**This work order shall not exceed \$ \$40,920.00**

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

**Requesting Division/Department**

**Department of Public Works Approval**

Signature \_\_\_\_\_

*[Signature]*

Title \_\_\_\_\_

Part Commissioner

Date \_\_\_\_\_

3/22/24

Signature \_\_\_\_\_

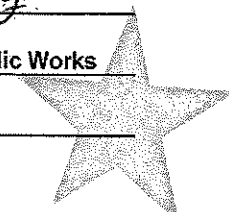
*[Signature]*

Title \_\_\_\_\_

Commissioner of Public Works

Date \_\_\_\_\_

3/27/24





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



Requesting Division/Department Parks

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

Contract Number PWC22-24

Contract Period January 1, 2024 through December 31, 2025

Consultant/Contractor Nassau Suffolk Engineering & Architecture, PLLC

Discipline Architecture

Total Authorization \$65,260.00

Resolution No. 916-2023 Date 12/12/2024

Funded To Date \$24,340.00

Amount Requested \$40,920.00

Account To Be Used PKS-H-7197-20000-000-2402-001 2402PKSM-05

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.*

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 \$ \_\_\_\_\_

<p><b>Requesting Division/Department</b></p> <p>Signature <u>[Signature]</u> Title <u>Park Commissioner</u> Date <u>3/22/24</u></p>	<p><b>DPW Approval</b> Only To Be Executed By The Commissioner</p> <p>Signature <u>[Signature]</u> Title <u>Commissioner of Public Works</u> Date <u>3/27/24</u></p>
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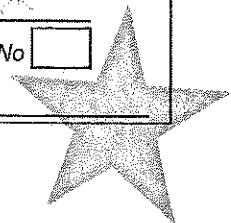
**THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE**

Amount Requested 40,920.00

Unencumbered Balance 7,626,360.00

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

Signature [Signature] Date 3/27/24





NASSAU SUFFOLK  
ENGINEERING &  
ARCHITECTURE, PLLC

March 6, 2024

Via Email ([rlenz@oysterbay-ny.gov](mailto:rlenz@oysterbay-ny.gov)) and U.S. Mail

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

Re: **DPW Contract No:** PWC22-24  
**DPW Contract Name:** On-Call Engineering Services Relative to Architecture  
**Task:** Hicksville PAL Roof Repair Analysis and Coordination  
**Funding Request Amount** \$ 40,920.00  
**NSEA#:** N-40:2401

Dear Commissioner Lenz:

Nassau Suffolk Engineering & Architecture, PLLC ("NSEA") is pleased to submit this proposal for professional services with respect to the investigation of a roof leak and the development of a scope of remedial work and the coordination of repairs at the Town of Oyster Bay's ("Town") Hicksville Athletic Center ("Building").

Based on recent investigative site visits and discussions with Town personnel, NSEA understands that the scope of services under this proposal would be conducted in three (3) phases, as follows: (1) Investigation Phase, (2) Construction Coordination and Observation Phase, and (3) Post Construction Phase Reporting .

More specifically, the professional services under this proposal would include:

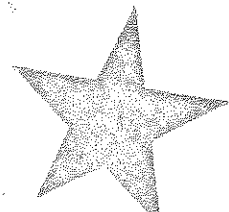
**I. Investigation Phase:**

- Conduct site visits, as appropriate;
- Coordinate and oversee roof drain flood testing;
- Coordinate and oversee HVAC "case" flood testing; and
- Prepare recommended next steps for remedial action and/or restoration.

NSEA estimates its fee for this phase of the assignment to be \$6,820 as follows:

- Principal Architect 4 hours @ \$175/hr = \$ 700
- Director of Architecture 12 hours @ \$175/hr = \$2,100
- Project Manager 20 hours @ 175/ hr = \$3,500
- CAD Draftsman 8 hours @ 65/hr = \$520

801 Motor Parkway, Suite 103, Hauppauge, New York 11788  
T: 631.574.4870 F: 631.574.4871 [www.nassausuffolkea.com](http://www.nassausuffolkea.com)



**2. Construction Coordination and Observations Phase:**

- Coordinate and observe roof repairs by General Requirement Contractor, as necessary;
- Coordinate and observe HVAC unit case repairs by General Requirement Contractor, as necessary; and
- Document repairs, as necessary.

NSEA estimates its fee for this phase of the assignment to be \$21,680 as follows:

- Principal Architect 8 hours @ \$175/hr = \$1,400
- Director of Architecture 32 hours @ \$175/hr = \$5,600
- Project Manager 72 hours @ 175/ hr = \$12,600
- CAD Draftsman 32 hours @ 65/hr = \$2,080

**3. Post Construction Phase Reporting:**

- Coordinate and observe flood testing of recently repaired roof;
- Prepare and submit a report to the Town with NSEA's findings; and
- Present those findings to the Town.

NSEA estimates its fee for this phase of the assignment to be \$12,420 as follows:

- Principal Architect 4 hours @ \$175/hr = \$700
- Director of Architecture 24 hours @ \$175/hr = \$4,200
- Project Manager 40 hours @ 175/ hr = \$7,000
- CAD Draftsman 8 hours @ 65/hr = \$520

Based on the scope of professional services described above, NSEA respectfully requests funding in the amount of \$40,920.00 under our two (2) year contract term commencing January 1, 2024 through December 21, 2025.

If you have any questions, or would like further explanation, please do not hesitate to contact me.

Very truly yours,

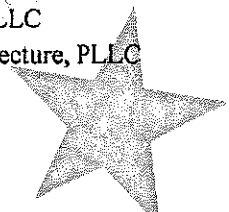
**NASSAU SUFFOLK ENGINEERING & ARCHITECTURE, PLLC**



Ryan Rosenberg, AIA, NCARB, CSI, CDT  
Director of Architecture

cc:

Matt Russo, PE, Deputy Commissioner, Department of Public Works, Division of Engineering  
Chris Campion, Department of Public Works, Division of Engineering  
Michael W. Spinelli, AIA, President, Nassau Suffolk Engineering & Architecture, PLLC  
Michael Spinelli II, Assoc. AIA, Proj. Manager, Nassau Suffolk Engineering & Architecture, PLLC



Meeting of December 12, 2023

Resolution No.916-2023

WHEREAS, in connection with Contract No. PWC22-24, On-Call Engineering Services Relative to Architecture, the Department of Public Works issued a Request for Proposals ("RFP") to twenty-eight (28) firms that have demonstrated applicable experience, as detailed in Guideline Nos. 6 and 9 of the Town of Oyster Bay Procurement Policy, and responded to requests from eleven (11) additional firms, for RFP-related documents, generated by posting the RFP upon the official Town of Oyster Bay website; and

WHEREAS, on August 30, 2023, the Division of Engineering, Department of Public Works, received a total of eleven (11) proposals submitted in response to said RFP, and reviewed the proposals based upon their technical merits, with the reviews conducted in compliance with Guideline Nos. 6 and 9 of the Town of Oyster Bay Procurement Policy, and with all related support documentation filed with, and retained by, said Division of Engineering; and

WHEREAS, in connection with Contract No. PWC22-24, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated November 7, 2023, requested that the Town Board authorize the following firms to provide the Town of Oyster Bay with On-Call Engineering Services Relative to Architecture, for a two (2) year contract term, commencing from January 1, 2024 through December 31, 2025:

D & B Engineers and Architects, D.P.C.  
H2M Architects, Engineers, Land Surveying and Landscape Architecture, D.P.C.  
LiRo Architects & Planners, P.C.  
N & P Engineering, Architecture and Land Servicing, P.L.L.C.  
Nassau Suffolk Engineering & Architecture, P.L.L.C.; and

WHEREAS, Commissioner Lenz, by said memorandum, advised that the Town of Oyster Bay has reviewed the proposed vendors' disclosure questionnaires, and has been satisfied that the requirements of the Town Oyster Bay Procurement Policy have been fulfilled; and

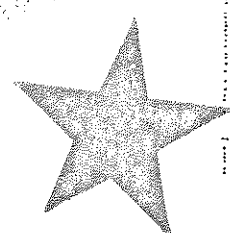
WHEREAS, Commissioner Lenz, by said memorandum, further advised that the Department of Public Works shall request Town Board authorization at the time the Town shall require said On-Call Services under Contract No. PWC22-24; and

WHEREAS, Commissioner Lenz, by said memorandum, further advised that should any Town Department choose to utilize said On-Call services under Contract No. PWC22-24, said Town Department shall first notify the Commissioner of the Department of Public Works, who shall determine the suitability, and the availability, to perform the requested service(s),

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and that in connection with Contract No. PWC22-24, D & B Engineers and Architects, D.P.C., H2M Architects, Engineers, Land Surveying and Landscape Architecture,

*DRS*  
Reviewed By  
Office of Town Attorney

*Ralph P. Healy*



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

March 22, 2024

TO: MEMORANDUM DOCKET

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

SUBJECT: ON CALL ENGINEERING SERVICES RELATIVE TO ARCHITECTURE  
HICKSVILLE ATHLETIC CENTER ROOF REPAIR  
CONTRACT NO.: DP24-287  
SUPPLEMENTAL MEMO TO FOLLOW

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Additional information will be provided in a Supplemental Docket Memorandum at the next docket meeting. We, therefore, recommend and request that a space be reserved at the next Town Board meeting on April 9, 2024 to take action on on call engineering services relative to Architecture.



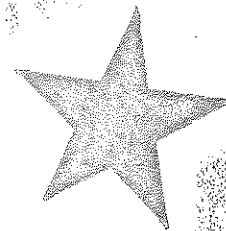
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RICHARD W. LENZ, P.E.  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

RWL/MR/CC/IK

cc: Joseph G. Pinto, Commissioner/Parks

DP24-287 Hicksville Athletic Center Roof Repair Save a Space



WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memoranda dated March 25, 2024 and April 1, 2024, advised that pursuant to public notice, bids were duly solicited, and were regularly received on February 14, 2024, for Contract No. HGR23-256R, Requirements Contract for General Reconstruction Throughout the Town of Oyster Bay, and said bids were publicly opened and read; and

WHEREAS, Commissioner Lenz, by said memoranda, further advised that in compliance with the Town's Procurement Policy, the bid proposals received for Contract No. HGR23-256R were reviewed by D&B Engineers & Architects, DPC; and

WHEREAS, by letter dated March 29, 2024, D&B Engineers & Architects, DPC, recommended the award of Contract No. HGR23-256R to Pratt Brothers, Inc., located at 333 Marcus Boulevard, Hauppauge, NY, the lowest responsive and responsible bidder among six (6) bids received, in the weighted amount of \$6,799,853.39; and

WHEREAS, the term of the contract will be for a period of one year, commencing on the date of award, with a Town option for two (2) individual one-year extensions under the initial terms and conditions, with an estimated annual budget value of \$5,000,000.00, with funding for specific work orders to be provided by individual memorandum docket requests; and

WHEREAS, Commissioner Lenz, by said memoranda, concurred with the recommendation of D&B Engineers & Architects, DPC, and recommended the award of Contract No. HGR23-256R, to Pratt Brothers, Inc., the lowest responsive and responsible bidder, in the total weighted bid amount of \$6,799,853.39, and further recommended that the Office of the Town Clerk be directed to release the bonds submitted by the non-successful bidders; and

WHEREAS, Commissioner Lenz, by said memorandum, further advised that the proposed vendor's disclosure questionnaire has been reviewed and has satisfied the Town's Procurement Policy,

NOW, THEREFORE, BE IT RESOLVED, that the recommendations as hereinabove set forth are accepted, and Contract No. HGR23-256R is awarded to Pratt Brothers, Inc., in the total weighted amount of \$6,799,853.39, for a period of one year, commencing on the date of award, with a Town option for two (2) individual one-year extensions under the initial terms and conditions, with an estimated annual budget value of \$5,000,000.00, with funding for specific work orders to be provided by individual memorandum docket requests, and the Supervisor, or his designee, is hereby authorized and directed to execute documents accordingly; and be it further

RESOLVED, that the Office of the Town Clerk is directed to release the bonds submitted by the non-successful bidders.

-#-

REVIEWED BY  
OFFICE OF TOWN ATTORNEY

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

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



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

APRIL 1, 2024

TO : MEMORANDUM DOCKET

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

SUBJECT: SUPPLEMENTAL DOCKET MEMO TO ITEM NO. 27  
DOCKET OF MARCH 26, 2024  
AWARD OF CONSTRUCTION CONTRACT  
REQUIREMENTS CONTRACT FOR GENERAL RECONSTRUCTION  
THROUGHOUT THE TOWN OF OYSTER BAY  
CONTRACT NO. HGR23-256R

In furtherance to Item No. 27 of the docket on March 26, 2024, on February 14, 2024, the Division of Purchasing received seven (7) bids for the subject project. The Division of Engineering and the Town's consulting engineer reviewed the bids for conformance with the contract specifications. Further, the bids received were forwarded to the Office of the Town Attorney to review for conformance with the Town's procurement policy.

Upon the review by the Office of the Town Attorney, a determination was made that the low bidder is not a responsible bidder. Upon review of the remaining six (6) bids it was determined that Pratt Brothers, Inc., 333 Marcus Boulevard, Hauppauge, New York 11788, Federal ID No. 16-1620294, submitted the lowest responsive bid in the total weighted amount of \$6,799,853.39.


Attached is a letter dated March 29, 2024 from the office of D&B Engineers & Architects, DPC recommending the award of this contract to Pratt Brothers, Inc. in the total weighted amount of \$6,799,853.39.

The subject contract is to be effective for one (1) year from date of award. As per contract specifications, upon review of the contract work performed by the contractor and recommendation by the Department of Public Works, the Town Board shall have the option to either terminate the contract or continue the contract under present terms at no additional cost to the Town of Oyster Bay for up to two (2) additional one-year extensions.

The estimated annual value of this Contract is \$5,000,000.00 with funding for specific work orders to be provided by individual memorandum dockets.

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

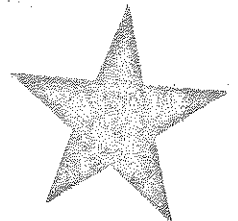
We request that Contract No. HGR23-256R be awarded to Pratt Brothers, Inc. in the total weighted bid amount of \$6,799,853.39, and that the annual budget amount be set at \$5,000,000.00, and further request that the Office of the Town Clerk be directed to release the bid bonds from the non-successful bidders.

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

RWL/MR/lk

Attachments

cc: Steven C. Ballas, Comptroller  
Ralph Raymond, Commissioner/General Services  
John C. Fassone, Chief Deputy Commissioner/DPW



**Principals**

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

 William D. Merklin, P.E.  
*Executive Vice President*

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

 Joseph H. Marturano  
*Senior Vice President*

March 29, 2024

Matthew Russo, P.E., Deputy Commissioner  
 Town of Oyster Bay  
 Department of Public Works  
 Division of Engineering  
 150 Miller Place  
 Syosset, NY 11791

Re: Town of Oyster Bay Department of Public Works  
 Requirements Contract for General Reconstruction  
 Contract No. HGR23-256R  
 D&B No. 5072

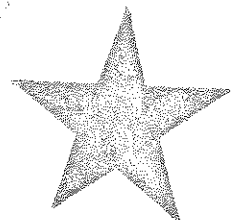
Dear Mr. Russo:

On February 14, 2024, the Town of Oyster Bay received the following six (6) bids for the above-referenced contract:

<b>Contractor</b>	<b>Total Amount Bid (As Opened and Read)</b>	<b>Corrected Total</b>
Laser Industries, Inc.	\$6,631,290.00	
Pratt Brothers, Inc.	\$6,799,853.39	
United Paving Corp.	\$6,975,260.69	
Metro Paving, LLC	\$9,036,053.05	\$9,045,102.05
Roadwork Ahead, Inc.	\$9,100,320.00	
Thomas Novelli Contracting Corp.	\$16,165,820.00	

Attached is a tabulation of the six (6) bids which provides the unit prices that were bid for each individual pay item within the contract. The table above and the attached bid tabulation both reflect mathematical corrections that were made in accordance with instructions described within the contract bid book.

We understand that the Town of Oyster Bay has performed a review of the low bidder's responsibility in accordance with the Town's Procurement Policy and has identified Laser



D&B ENGINEERS AND ARCHITECTS

Matthew Russo, P.E., Deputy Commissioner  
Town of Oyster Bay  
Department of Public Works  
March 11, 2024

Page 2

Industries, Inc. as not exhibiting responsible behavior commensurate with the Procurement Policy's requirements and standards.

Based upon the Town's disqualification of the lowest bidder, D&B Engineers and Architects (D&B) recommends the Town of Oyster Bay award the contract to the second lowest bidder, Pratt Brothers, Inc., for the total amount of \$6,799,853.39. Upon notice of award, the awardee will be requested to provide all specified proof of insurance and bonds to the Town for review.

If you have any questions, please feel free to call me (516) 364-9890, Ext. 3401.

Very truly yours,



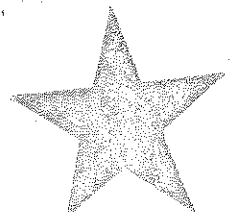
Philip R. Sachs, P.E.  
Vice President

PRS/kb

Attachment

cc: R. Lenz (TOB)  
A. Cucuzzo (D&B)  
P. Pinckombe (D&B)

◆5072\PRS032924MR-Ltr



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

MARCH 25, 2024

TO : MEMORANDUM DOCKET


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

SUBJECT: AWARD OF CONSTRUCTION CONTRACT  
REQUIREMENTS CONTRACT FOR GENERAL RECONSTRUCTION  
THROUGHOUT THE TOWN OF OYSTER BAY  
CONTRACT NO. HGR23-256R

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At this time the Division of Engineering has the bids received under review. A formal recommendation of award for this contract will be provided by supplemental memorandum docket.

It is requested that a space be reserved at the Town Board meeting of April 9, 2024 for the Town Board to take action on the Award of Construction Contract for Requirements Contract for General Reconstruction throughout the Town of Oyster Bay, Contract No. HGR23-256R.

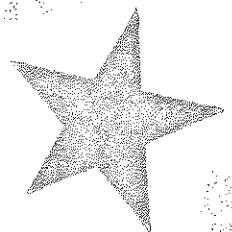
  
RICHARD W. LENZ, P.E.  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

RWL/MR/lk

Attachments

cc: Steven Ballas, Comptroller  
Ralph Raymond, Commissioner/General Services  
John Tassone, Chief Deputy Commissioner/DPW

HGR23-256R DOCKET AWARD RESERVE



Meeting of April 9, 2024

Resolution No. 298-2024

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memoranda dated March 22, 2024 and April 1, 2024, advised that in connection with Contract No. H23-271, Oyster Bay Downtown Connectivity Improvements, on March 6, 2024, the Division of Purchasing received six (6) bids for the subject project and the consulting engineer reviewed the bids and Macedo Contracting Services, Inc., 685 Station Road, Bellport, New York 11713, submitted the lowest responsive bid in the amount of \$499,456.50; and

WHEREAS, Steven Feihel, P.E., Senior Civil Engineer, Cameron Engineering & Associates, LLP, by letter dated March 21, 2024, recommended the award of Contract No. H23-271 to Macedo Contracting Services, Inc. in the amount of \$499,456.50; and

WHEREAS, Commissioner Lenz, by said memorandum, advised that pursuant to Town policy, \$24,972.83 should be applied to the low bid amount for potential quantity increases for a total bid encumbrance of \$524,429.33; and

WHEREAS, Commissioner Lenz, by said memorandum, further advised that the estimated construction time for completion of the subject contract is one hundred twenty (120) calendar days and funds are available for the subject contract work in Account No. DPW H 5197 20000 000 2303 008, Project ID No. 2303HWYDB-02; and

WHEREAS, Commissioner Lenz, by said memorandum, further advised that the Town has reviewed the proposed vendor's disclosure questionnaire, and has been satisfied that the requirements of the Town's Procurement Policy have been fulfilled; and

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and Contract No. H23-271 shall be awarded to Macedo Contracting Services, Inc. in the total amount of \$499,456.50 and that \$24,972.83 be applied to the low bid amount for a total bid encumbrance of \$524,429.33, and that the Town Clerk be directed to release the bid bonds of the remaining non-successful bidders.

#

REVIEWED BY  
OFFICE OF TOWN ATTORNEY

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

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

29

298

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

April 1, 2024

TO : MEMORANDUM DOCKET

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

SUBJECT: SUPPLEMENTAL DOCKET MEMO TO ITEM NO. 28  
DOCKET OF MARCH 26, 2024  
AWARD OF CONSTRUCTION CONTRACT  
OYSTER BAY DOWNTOWN CONNECTIVITY IMPROVEMENTS  
CONTRACT NO. H23-271  
ACCOUNT NO. DPW H 5197 20000 000 2303 008  
PROJECT ID NO. 2303HWYDB-02

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In furtherance to Item No. 28 of the docket of March 26, 2024, on March 6, 2024, the Division of Purchasing received bids for the subject project and the consulting engineer reviewed the bids. Macedo Contracting Services, Inc., 685 Station Road, Bellport, NY 11713, Federal I.D. No. 81-3636143, submitted the lowest responsive bid among six (6) in the amount of \$499,456.50.

Attached is a letter dated March 21, 2024 from the office of Cameron Engineering & Associates, LLP, recommending the award of this contract to Macedo Contracting Services, Inc. in the amount of \$499,456.50. In accordance with Town policy, \$24,972.83 should be applied to the low bid amount for potential quantity increases for a total bid encumbrance of \$524,429.33.

The estimated construction time for completion of the subject contract is 120 calendar days. Funds are available for the subject contract work in Account No. DPW H 5197 20000 000 2303 008, Project ID No. 2303HWYDB-02. This project is to be funded with up \$500,000 in NYS grant money, in reimbursement to the Town, through a Capital Project Agreement with the NYS Department of Transportation.

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

We concur with the recommendation of Cameron Engineering & Associates, LLP, and request that Contract No. H23-271 be awarded to Macedo Contracting Services, Inc. in the total bid amount of \$499,456.50 and that \$24,972.83 be applied to the low bid amount for a total bid encumbrance of \$524,429.33 to be issued by the Office of the Comptroller, and request that the Office of the Town Clerk be directed to release the bid bonds from the non-successful bidders.

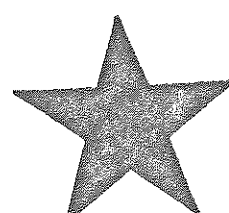
  
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RICHARD W. LENZ, P.E.  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

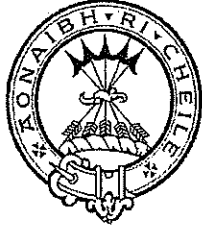
  
RWL/MP/CC/lk

Attachments

cc: Steven Ballas, Comptroller  
John Tassone, Chief Deputy Commissioner/ Highway

H23-271 Oyster Bay Downtown Connectivity Improvements Award of Construction Contract





# CAMERON ENGINEERING

an IMEG company

March 21, 2024

Mr. Matthew Russo, PE  
Deputy Commissioner  
Town of Oyster Bay Department of Public Works  
Division of Engineering  
150 Miller Place,  
Syosset, New York 11791

RE: PWC09-22  
Oyster Bay Downtown Connectivity Improvements  
Bid Review and Recommendation of Award  
CE 3323-01

Dear Mr. Russo:

Cameron Engineering & Associates, an IMEG Company (Cameron Engineering) has reviewed the Bid Proposals received for the Oyster Bay Downtown Connectivity Improvements. The totals of the Bid Proposals submitted, listed in order of the Bid Amount, are as follows:

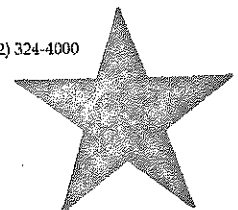
<u>Contractor</u>	<u>Total Bid</u>
Macedo Contracting Services	\$499,456.50
Roadwork Ahead Inc.	\$512,884.25
Laser Industries Inc.	\$610,391.00
United Paving Corp.	\$685,009.00
J Anthony Enterprises	\$763,197.80
Quintal Contracting	\$975,310.70

Macedo Contracting is the apparent low bidder at \$499,456.50. This bid is lower than the Engineer's estimate of \$568,427.00.

Calls were held with two references on March 12, 2024 to assess Macedo's past performances. During these calls, Teddy Mclean (representative of the Village of Hempstead Engineering Department) and Stephan Petras (representative of Terryville F.D.) stated that Macedo had completed the work for the respective projects in accordance the Contract Documents and at the bid prices, as well as in accordance with schedule and budget. On these prior projects Macedo was described as being very cooperative with their clients, and willing to work with desired changes to the project. Macedo Contracting Services has confirmed that they visited the site and indicated they understood the scope of work.

Active Member of ACEC New York NY

177 Crossways Park Drive, Woodbury, NY 11797 / (516) 827-4900 1411 Broadway, Suite 610, New York, NY 10018 / (212) 324-4000  
303 Old Tarrytown Road, 1st Floor, White Plains, NY 10603 / (914) 721-8300

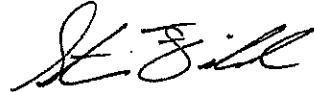


Macedo Contracting Services have completed many public works projects in the past similar to the proposed work in Oyster Bay. A bid bond in the amount of 5% of the bid was provided.

Cameron Engineering has no objection to the Town of Oyster Bay awarding the contract to the lowest responsible bidder, Macedo Contracting Services.

Should you have any questions or require additional information, please do not hesitate to contact our office.

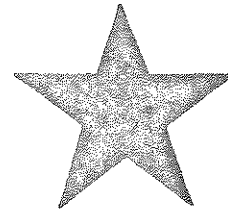
Very truly yours,



Steven Feihel, P.E.  
Senior Civil Engineer

cc:

*K:\C3300-3349\CE3323-001 - TOBAY Crosswalk Improvements\Notice of Award\20240308\_Note of Award.doc*





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

March 22, 2024

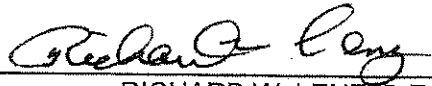
TO: MEMORANDUM DOCKET

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

SUBJECT: AWARD OF CONSTRUCTION CONTRACT  
OYSTER BAY DOWNTOWN CONNECTIVITY IMPROVEMENTS  
CONTRACT NO.: H23-271  
SUPPLEMENTAL MEMO TO FOLLOW

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Additional information will be provided in a Supplemental Docket Memorandum at the next docket meeting. We, therefore, recommend and request that a space be reserved at the next Town Board meeting on **April 9, 2024** to take action on the award of the construction contract for Oyster Bay Downtown Connectivity Improvements.



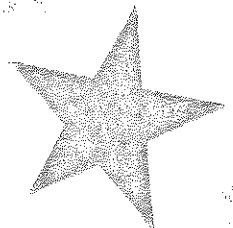
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RICHARD W. LENZ, P.E.  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

RWL/MR/CC/IK

cc: John C. Tassone, Chief Deputy Commissioner / Highway

H23-271 Oyster Bay Downtown Connectivity Improvements Construction Contract Award Save a Space



Meeting of April 9, 2024

Resolution No. 299-2024

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memoranda dated March 25, 2024 and April 1, 2024, advised that pursuant to public notice, bids were duly solicited, and were regularly received on March 27, 2024, for Contract No. H24-285, Concrete Replacement at Various Locations Throughout the Town of Oyster Bay, and said bids were publicly opened and read; and

WHEREAS, Commissioner Lenz, by said memoranda further advised that in compliance with the Town's Procurement Policy, the bid proposals received for Contract No. H24-285 were reviewed by N & P Engineering, Architecture & Land Surveying, PLLC; and

WHEREAS, by letter dated February 24, 2024, N & P Engineering, Architecture & Land Surveying, PLLC, recommended the award of Contract No. H24-285 to Roadwork Ahead, Inc., located at 2186 Kirby Lane, Syosset, NY, the lowest responsive and responsible bidder among eight (8) bids received, in the amount of \$1,727,730.00; and

WHEREAS, as per Town policy, \$86,386.50 should be added to the low bid amount for potential quantity increases, for a total bid encumbrance of \$1,814,116.50; and

WHEREAS, Commissioner Lenz, by said memoranda, concurred with the recommendation of N & P Engineering, Architecture & Land Surveying, PLLC, and recommended the award of Contract No. H24-285, to Roadwork Ahead, Inc., the lowest responsive and responsible bidder, in the amount of \$1,727,730.00, and \$86,386.50 for potential quantity increases, for a total bid encumbrance of \$1,814,116.50; and

WHEREAS, the estimated construction time for completion of the contract is two hundred and forty (240) calendar days, with funds to be drawn from Account No. HWY H5197 20000 000 2203 008, Project ID No. 2203 HWYDB-03; and

WHEREAS, Commissioner Lenz, by said memorandum, further advised that the proposed vendor's disclosure questionnaire has been reviewed and has satisfied the Town's Procurement Policy,

NOW, THEREFORE, BE IT RESOLVED, that the recommendations as hereinabove set forth are accepted, and Contract No. H24-285 is awarded to Roadwork Ahead, Inc., in an amount not to exceed \$1,814,116.50, in accordance with the provisions herein, and the Supervisor, or his designee, is hereby authorized and directed to execute documents accordingly; and be it further

RESOLVED, that the funds for said payment shall be drawn from Account No. HWY H5197 20000 000 2203 008, Project ID No. 2203 HWYDB-03; and be it further

REVIEWED BY  
OFFICE OF TOWN ATTORNEY

RESOLVED, that the Town Comptroller is hereby authorized and directed to issue a total encumbrance order in a total amount not to exceed \$1,814,116.50, upon presentation of a duly certified claim, after audit.

-#-

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

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

TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO

April 1, 2024

TO: MEMORANDUM DOCKET

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

SUBJECT: SUPPLEMENTAL DOCKET MEMO TO ITEM NO. 29  
DOCKET OF MARCH 26, 2024  
AWARD OF CONSTRUCTION CONTRACT  
CONCRETE REPLACEMENT AT VARIOUS LOCATIONS  
THROUGHOUT THE TOWN OF OYSTER BAY  
CONTRACT NO. H24-285  
ACCOUNT NO. HWY H5197 20000 000 2203 008  
PROJECT ID: 2203HWYDB-03

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In furtherance to Item No. 29 of the docket on March 26, 2024 the Division of Purchasing received bids for the subject project and the consulting engineer reviewed the bids. Roadwork Ahead, Inc., located at 2186 Kirby Lane, Syosset New York 11791, submitted the lowest responsive bid among seven (7) in the amount of \$1,727,730.00.

Attached is a letter dated March 29, 2024 from the office of N & P Engineering, Architecture & Land Surveying, PLLC, recommending the award of this contract to Roadwork Ahead Inc., in the amount of \$1,727,730.00. In accordance with Town policy \$86,386.50 should be applied to the low bid amount for potential quantity increases for a total bid encumbrance of \$1,814,116.50.

The estimated construction time for completion of the subject contract is 240 calendar days. Funds are available for the subject contract work in Account No HWY H5197 20000 000 2203 008, Project ID# 2203HWYDB-03.

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

We concur with the recommendation of N & P Engineering, Architecture & Land Surveying, PLLC, and request that the Town Board award Contract No. H24-285 to The Roadwork Ahead, Inc., in the total bid amount of \$1,727,730.00 and that \$86,386.50 be applied to the low bid amount for a total bid encumbrance of \$1,814,116.50, and that the Office of the Comptroller be directed to issue an encumbrance for this purpose.

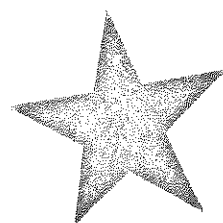
  
RICHARD W. LENZ, P.E.  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

RWL/MR/TLS/lk

Attachments

cc: Steven C. Ballas, Comptroller  
Ralph Raymond, Commissioner/General Services  
John C. Tassone, Chief Deputy Commissioner/DPW

H24-285 Supplemental Docket Award for Roadwork Ahead, Inc





March 28, 2024

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

Attention: Matthew Russo, PE

Re: Concrete Replacement Throughout the Town of Oyster Bay  
Bid No. PW 023-24, Contract No. H24-285  
Nelson & Pope No. 21190

Dear Mr. Russo:

On March 27, 2024 the Town of Oyster Bay opened bids for the above referenced Project. The Town received a total of eight (8) bids for BID NO. PW 023-24. A brief summary is noted below, and a full analysis is attached.

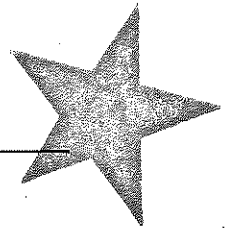
Contractor	Base Bid
Roadwork Ahead, Inc	\$1,727,730.00
United Paving Corp.	\$1,996,507.50
Laser Industries Inc.	\$2,085,025.00
Stasi Industries	\$2,123,290.00
J. Anthony Enterprises	\$2,128,350.00
Macedo Contracting Inc.	\$2,639,800.00
Valente Contracting Corp.	\$2,707,200.00
The LandTek Group Inc.	\$2,740,775.00

The lowest bidder, Roadwork Ahead Inc. has provided the Bid Bond, Disclosure Questionnaire, Apprenticeship Programs and other Town required documentation. Based on our review of the Proposal provided, it is Nelson + Pope's opinion that the contract for Bid No. PW 023-24 be awarded to **Roadwork Ahead, Inc.**

If you have any questions or require additional information, kindly contact this office.

Very truly yours,

Russell Scott, P.E  
Partner



TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO

March 25, 2024

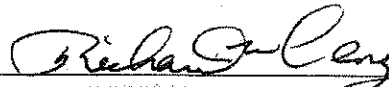
TO: MEMORANDUM DOCKET

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

SUBJECT: CONCRETE REPLACEMENT AT VARIOUS LOCATIONS  
THROUGHOUT THE TOWN OF OYSTER BAY  
CONTRACT NO. H24-285  
SUPPLEMENTAL MEMO TO FOLLOW

---

Additional information will be provided in a Supplemental Docket Memorandum at the next docket meeting. We, therefore, recommend and request that a space be reserved at the next Town Board meeting on April 9, 2024 to take action on Concrete Replacement at Various Locations Throughout the Town of Oyster Bay.



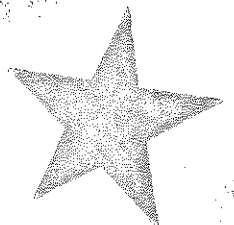
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RICHARD W. LENZ, P.E.  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

RWL/MR/TLS/lk

cc: John C. Tassone, Chief Deputy Commissioner Department of Public Works

H24-285 Concrete Replacement at Various locations Save a Space



REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
*Ms. America Walsh*

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated March 29, 2024, requested Town Board authorization for the Town of Oyster Bay to accept a donation of one (1) tree and one-hundred and three (103) shrubs valued at \$4,366.20, from National Grid. National Grid, having committed to this project, will plant the trees/shrubs, with the assistance of the Town of Oyster Bay, at Ellsworth Allen Park, Farmingdale, in furtherance of their objective to contribute to the community and environment by planting trees/shrubs in local neighborhood parks,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Town Board hereby authorizes the Department of Parks to accept the above stated donation of (1) tree and one-hundred and three (103) shrubs valued at \$4,366.20 from National Grid to be planted at Ellsworth Allen Park, Farmingdale.

-#-

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

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

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

TO: MEMORANDUM DOCKET

FROM: JOSEPH G. PINTO, COMMISSIONER OF PARKS

DATE: March 29, 2024

SUBJECT: National Grid Earth Day Event – Tree/Shrubs Donations

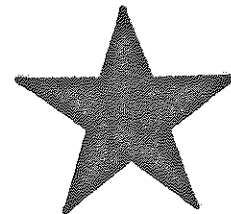
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The Department of Parks respectfully requests Town Board approval to accept a donation from National Grid. National Grid donated 1 tree and 103 shrubs to be planted in a Town of Oyster Bay park. The trees/shrubs being donated are valued at \$4366.20 (see attached quote).

The tree/shrubs will be planted by National Grid volunteers, with the assistance of the Town of Oyster Bay Employees, at Ellsworth Allen Park 45 Motor Ave. in Farmingdale, NY. National Grid committed to this project and their objective was to contribute to the community and environment by planting tree/shrubs to local neighborhood parks.

Pursuant to the aforementioned, the Department of Parks recommends Town Board approval.

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





## Greg Mangino

**From:** Joseph Pinto  
**Sent:** Wednesday, March 27, 2024 10:09 AM  
**To:** Greg Mangino  
**Subject:** FW: National Grid Earth Day - Allen Park Proposal

Approved (GM)

Greg,

Can you please take care of this and coordinate for us. Please make sure that this is ok with the 3<sup>rd</sup> floor and see if any other events are going on at Allen that day. Let me know the outcome

Joe

**From:** Ian Kornfeld <ian.kornfeld@nationalgrid.com>  
**Sent:** Tuesday, March 26, 2024 4:32 PM  
**To:** Joseph Pinto <jpinto@oysterbay-ny.gov>  
**Cc:** Andrew Mulvey <Andrew.Mulvey@nationalgrid.com>  
**Subject:** National Grid Earth Day - Allen Park Proposal

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

Good afternoon Mr. Pinto,

I wanted to reach out regarding an Earth Day event (event day April 19<sup>th</sup> - Friday) that National Grid is planning. Adrew (cc'd here) has already been in contact with the supervisor's office, who is very much excited about the opportunity/event. I wanted to outline some details here as well and seek some assistance.

For the last few years National Grid has proposed an Earth Day event at a location in Nassau and Suffolk county. They were looking for a location this year and mentioned that Allen Park would be a great opportunity to help out the community. There has been a large amount of gas infrastructure work in the area including Fallwood Parkway and Main street as of late. The event would be on April 19<sup>th</sup> and would be run from around 8am to 1pm or a bit longer if cleanup is needed.

The event is hosted by National Grid who has a small budget to aid in the purchasing of some materials to perform a project at the specified location. 50+ volunteer's from the company (including some senior leadership from National Grid) contribute their time to the event and in most cases is a beautification project for the particular location.

This year the proposed event would help facilitate some of the planting/bed work the park would like to perform. As I'm sure you know, I have worked at Allen for a bit over 14 years now and take a lot of care and pride in the park grounds and felt this would only aid in our efforts and the town's efforts. I recently worked with the Park Manager to put together a plant order for the park this year and I believe that was submitted and should be routed through its processes.

In the past National Grid has worked with the local townships to place an order through their approved vendors and has provided the payment to cover the cost of that specific order for the event. As I am helping coordinate the event, I wanted to seek the proper approvals and guidance for who we can reach out to and work with for such an order. Being that the date is around the corner, we would like to solidify these items as soon as practical.



Please let me know if you would need any more information or I can set up some time with you to discuss.

We really appreciate the opportunity and look forward to hearing back from you.

**Ian Kornfeld, P.E., PMP**  
Regional Engineering Manager  
Gas Transmission Engineering & Design, Downstate New York  
nationalgrid

Cell: [REDACTED]  
Email: [Ian.Kornfeld@nationalgrid.com](mailto:Ian.Kornfeld@nationalgrid.com)  
25 Hub Drive, Melville NY 11747

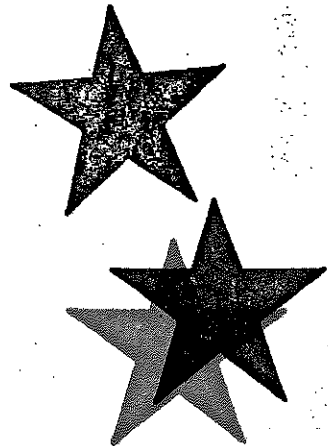


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You may report the matter by contacting us via our [UK Contacts Page](#) or our [US Contacts Page](#) (accessed by clicking on the appropriate link)

Please ensure you have adequate virus protection before you open or detach any documents from this transmission. National Grid plc and its affiliates do not accept any liability for viruses. An e-mail reply to this address may be subject to monitoring for operational reasons or lawful business practices.

For the registered information on the UK operating companies within the National Grid group please use the attached link: <https://www.nationalgrid.com/group/about-us/corporate-registrations>



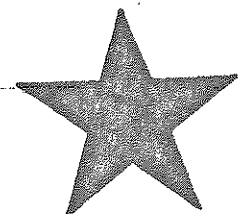
From: Ian Kornfeld <[ian.kornfeld@nationalgrid.com](mailto:ian.kornfeld@nationalgrid.com)>  
 Sent: Thursday, March 28, 2024 12:18 PM  
 To: Greg Mangino <[gmangino@oysterbay-ny.gov](mailto:gmangino@oysterbay-ny.gov)>  
 Cc: Andrew Mulvey <[Andrew.Mulvey@nationalgrid.com](mailto:Andrew.Mulvey@nationalgrid.com)>  
 Subject: Re: National Grid - TOB Allen Park Earth Day Proposal

Plant	Botanical Name	Size (if possible)	Min. QTY (EA)	Cost	Total	Alternative
Blue Surprise	Chamaecyparis lawsoniana	1 gallon	2	\$50.00	\$100.00	Juniperus Scopulorum Blue Arrow Rocky MTN Juniper Premium #5-#10 container or sky Rocket Juniper
old Cone Juniper	JUNIPERUS COMMUNIS 'GOLD CONE'	3-4 FT	10	\$33.94	\$339.40	

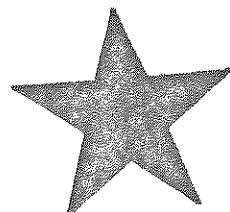
Variegated Liriope  
 Liriope muscari 'Variegata  
 #1 Container  
 24  
 \$38.86  
 \$699.48  
 Coral Bell Variety  
 Looking for silver/grey and a red or a variety  
 #1 or larger, mix and match  
 16  
 \$12.00  
 \$192.00  
 Blue Point Juniper  
 Juniperus chinensis 'Blue Point'  
 3-4 FT  
 4  
 \$67.00  
 \$268.00  
 Sky Pencil Holly  
 Ilex Crenata Sky Pencil Japanese Holly  
 3-4 FT (#5 to #7)  
 20  
 \$81.08  
 \$810.80

Set of two x 10

Dwarf Globe Blue Spruce  
 Picea pungens 'Globosa'  
 #3-#5  
 4  
 \$21.13  
 \$84.52  
 Weeping Red Bud - *Tree*  
 Cercis Canadensis Ruby Falls Weeping Redbud (or a smaller variety available)  
 3-6 FT  
 1  
 \$108.00



	\$108.00	
Cutleaf Japanese Maple		
niperus virginiana 'Grey Owl'		
	#1-#5	
	6	
	\$39.93	
	\$239.58	
Black Mondo Grass		
Ophiopogon planiscapus 'Nigrescens'		
	1 gallon	
	6	
	\$12.00	
	\$72.00	
Gold Lace Juniper		
Juniperus chinensis 'Gold Lace'		
	#3	
	5	
	\$38.00	
	\$190.00	
Blue Star Juniper Shurb		
Juniperus squamata 'Blue Star'		
	#3	
	2	
	\$19.51	
	\$39.02	
Hinoki Gold Fernspray		
Cypress Evergreen Shrub		
	2.25 gall	
	4	
	\$244.40	
	\$977.60	
Annual Flowers		
	2 quart 3 pack	
	2	
	\$39.98	
	\$79.96	
Potting soil		
	2 bags	
	4	
	\$16.97	
	\$67.88	
For pallet wall planter box		
	Cedar color Stain	
	2 gallons	
	2	
	\$48.98	
	\$97.96	
For pallet wall planter box		
Total		\$4,366.20



Meeting of April 9, 2024

Resolution No. 301-2024

WHEREAS, by Resolution No. 762-2022, adopted on October 25, 2022, the Town Board authorized the Department of Intergovernmental Affairs to enter into an amended State of New York Master Contract for Grants (Contract No. C1001293), in an amount not to exceed \$5,810,00.00 in New York State Downtown Revitalization Initiative funding, to be made available in reimbursement to the Town, for the completion of the Hicksville Railroad Station Public Access and Public Space Improvements, within the Hicksville Downtown Area; and

WHEREAS, By said Resolution, the Town Board also authorized the Town Supervisor, or his designee, to execute said agreement, and all other documents in connection with the Hicksville Downtown Revitalization Initiative; and

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated March 29, 2024, requested that the Town Board authorize the Supervisor, or his designee, to execute a No-Cost Time Extension to the amended State of New York Master Contract for Grants (Contract No. C1001293), thereby extending the end date for said Agreement through June 1, 2026,

NOW THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Supervisor, or his designee, is hereby authorized to execute a No-Cost Time Extension to the amended State of New York Master Contract for Grants (Contract No. C1001293), thereby extending the end date for said Agreement through June 1, 2026.

#

REVIEWED BY  
OFFICE OF TOWN ATTORNEY

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

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

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

**TO:** MEMORANDUM DOCKET

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

**DATE:** MARCH 29, 2024

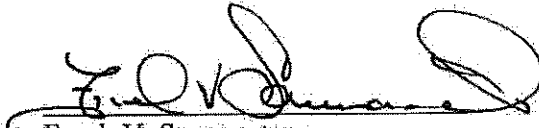
**SUBJECT:** HICKSVILLE DOWNTOWN REVITALIZATION INITIATIVE  
STATE OF NEW YORK MASTER CONTRACT FOR GRANTS  
NO-COST TIME EXTENSION

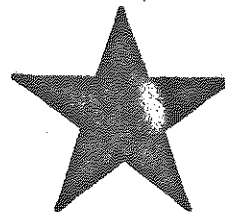
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Resolution number 762-2022 authorized the Town to enter into a State of New York Master Contract for Grants, Contract Number C1001293. Through this Agreement the NYS Department of State has awarded up to \$5,810,000 of NYS Downtown Revitalization Initiative (DRI) grant funding in reimbursement to the Town for expenses in connection with improvements to downtown Hicksville.

The Agreement, in its current form, presents an end date of May 31, 2024. As such, any costs incurred by the Town after this date would not be eligible for the NYS DRI reimbursement. However, NYS DOS has offered the Town a No Cost Time Extension, to the Agreement, through June 1, 2026 making the Town's costs eligible for reimbursement through that date.

It is, therefore, respectfully requested that a Town Board Resolution be adopted authorizing the Supervisor and/or his authorized designee to execute a No Cost Time Extension to State of New York Master Contract for Grant, Contract Number C1001293, thereby extending the end date of this Agreement through June 1, 2026.

  
Frank V. Sammartano,  
Commissioner



*DPS*  
Reviewed By  
Office of Town Attorney  
*John Modella*

WHEREAS, the Town Board of the Town of Oyster Bay has reviewed a proposed Local Law entitled "A LOCAL LAW TO ADD SECTION 246-5.5.35 TO CHAPTER 246 OF THE CODE OF THE TOWN OF OYSTER BAY TO IMPOSE A SIX (6) MONTH MORATORIUM ON THE ESTABLISHMENT OF BATTERY ENERGY STORAGE SYSTEMS ("BESS") IN THE TOWN OF OYSTER BAY"; and

WHEREAS, a duly advertised Public Hearing on said legislation was held by the Town Board of the Town of Oyster Bay on February 27, 2024, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, the Town of Oyster Bay Department of Environmental Resources, Town Environmental Quality Review Division, by memorandum dated February 14, 2024, recommended Town Board determination that the subject legislation is deemed to fall under the New York State Environmental Quality Review Act, 6 NYCRR, Part 617, Section 617.5(c), Type II Actions List, as Item No. 26, pertaining to "routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment" and as such does not require completion of an Environmental Impact Statement or other environmental consideration; and

WHEREAS, the Nassau County Planning Commission, by its Resolution No. 10562-24, adopted on February 29, 2024, recommended that the Town take such action as it deems appropriate with respect to this proposed law, the Commission having no modifications, and the Commission, by its letter, dated March 1, 2024, advised the Town that any proposed extension to the six (6) month moratorium shall be referred to the Commission for its consideration, as should any draft regulations prepared by the Town,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board of the Town of Oyster Bay declares that such Local Law to amend the Code of the Town of Oyster Bay is a Type II Action, pursuant to the New York State Environmental Quality Review Act (6 NYCRR, Part 617, Section 617.5(c)), Type II Actions List, Item No. 26; and be it further

RESOLVED, That said Local Law 3 -2024, entitled "A LOCAL LAW TO ADD SECTION 246-5.5.35 TO CHAPTER 246 OF THE CODE OF THE TOWN OF OYSTER BAY TO IMPOSE A SIX (6) MONTH MORATORIUM ON THE ESTABLISHMENT OF BATTERY ENERGY STORAGE SYSTEMS ("BESS") IN THE TOWN OF OYSTER BAY", is hereby adopted without change and shall take effect immediately upon filing with the Secretary of State; and be it further

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

-#-

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

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

Meeting of April 9, 2024

Resolution No. 303-2024

WHEREAS, the Town of Oyster Bay seeks to acquire the interest and rights in real property for a commuter parking lot, a public use; and

WHEREAS, the Town of Oyster Bay has identified and proposed to acquire, through condemnation, the interest and rights to approximately 0.357 acres on the North Side of Herzog Place, between Jerusalem Avenue to the west and Broadway to the east, Hicksville, and designated as Section 11, Block 240, Lots 10, 11, 213 and 218 on the Land and Tax Map of Nassau County ("Subject Properties"); and

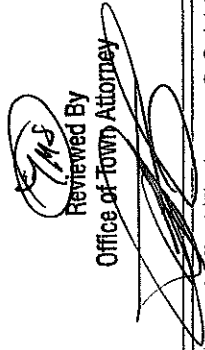
WHEREAS, a duly advertised Public Hearing was held on January 23, 2024, at which hearing testimony and evidence was presented before the Town Board, including the purpose, proposed location or alternate locations of the public project, maps and descriptions of the subject property to be acquired and adjacent parcels, and all other statements and documents as presented at the hearing and in the public record relating to the subject property, and at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, pursuant to the provisions of the New York State Environmental Review Act (6 NYCRR, Part 617) and the Town of Oyster Bay Environmental Quality Review Law (Chapter 110 of the Code of the Town of Oyster Bay), the Town of Oyster Bay Department of Environmental Resources, Town Environmental Quality Review Division has reviewed and submitted its Quality Review Report regarding environmental impacts contemplated by said acquisition; and

WHEREAS, the Quality Review Report, was dated January 4, 2024, with said report rendering the Division's assessment of the relevant environmental factors compiled with respect to the proposed acquisition and recommending that the conclusions contained therein be accepted, and that same be deemed to constitute a Negative Declaration, indicating that the proposed action would not cause significant impact upon the environment, and would even result in certain environmental benefits, and recommended, accordingly, that the Town Board issue a Negative Declaration; and

WHEREAS, the Town Board of the Town of Oyster Bay, after having reviewed all of the evidence and considered all of the issues, and in accordance with the procedures set forth in the New York Eminent Domain Procedure Law, ("EDPL"), hereby declares and finds the following:

Reviewed By  
Office of Town Attorney





1. The purpose of the acquisition of the Subject Properties is to redevelop approximately 0.357 acre on the North Side of Herzog Place, between Jerusalem Avenue to the west and Broadway to the east, Hicksville, to remove the existing structures on the Subject Properties, consisting of a mix of uses including multiple commercial facilities totaling 7,874 +/- square feet of floor area and four residential apartments in three one and two-story buildings, and to redevelop the Subject Properties for use as a public parking lot.
2. The Subject Properties are a mix of commercial and residential properties, some of which are occupied and some of which are vacant.
3. The local community will benefit from the act of eminent domain to acquire the Subject Properties because it will allow additional public parking capacity. The Subject Properties are located a short walk from the Hicksville Train Station of the Long Island Railroad ("LIRR").
4. The Subject Properties will be enhanced visually and aesthetically in a character consistent with prior community plans calling for public acquisition of this parcel.
5. The acquisition and proposed use are consistent with the Hicksville Downtown Revitalization Initiative (DRI) Strategic Investment Plan, which was the basis of zoning code revisions for the Hicksville Downtown area adopted in 2021.
6. The proposed acquisition will provide additional, conveniently-located public parking, which is a critical ancillary use supporting the viability of the important transit resource of the Hicksville Train Station.
7. The Subject Properties are located only about 700 feet from Hicksville Train Station and, therefore is well within the 1,000 +/- foot radius defining the location of existing surface parking lots around the Hicksville Train Station that currently are experiencing mostly full occupancy during peak periods, based on the information compiled during the investigation of the proposed taking. Therefore, it is expected that the Subject Properties will also be well-utilized to serve the peak parking demand, enhancing the level of convenience for rail riders.

the area. Replacement of this development with a parking lot which includes modern landscaping and other site improvements consistent with the HD Design Guidelines will provide visual upgrade to the Subject Properties conforming with the intent of the HD-II Subdistrict in which the Site is located.

12. If the recommendation of the DRI Strategic Investment Plan for the expansion of J.F. Kennedy Memorial Park into Lot H-6 is implemented, acquisition of the Subject Properties will help to offset the loss of public parking spaces that would result from such action.

NOW, THEREFORE, BE IT RESOLVED, That the Town Board adopts the abovementioned recommendations and findings and does hereby find and determine that it is appropriate for the Town to proceed to acquire the subject property, through condemnation, in accordance with the procedures set forth in the EDPL and applicable law, and the Town, acting through the Office of the Town Attorney, shall take such steps as are reasonable and necessary to acquire the subject property including, but not limited to, entering into an Advance Payment Agreement with the condemnee(s) and to execute any other documentation necessary to facilitate the proposed condemnation of the subject property; and be it further

RESOLVED, That the abovementioned recommendations are hereby accepted and that the Town Board of the Town of Oyster Bay hereby finds that the proposed action will not have a significant effect on the environment, and that the Town Board does hereby find, based upon the memorandum, dated January 4, 2024, submitted by the Town of Oyster Bay Environmental Quality Review Division, that said proposed action falls under the New York State Environmental Quality Review Act, as a negative declaration, and as such does not require the completion of an Environmental Impact Statement or other environmental consideration; and be it further

RESOLVED, That the Town Clerk shall publish a brief synopsis of the aforesaid determination and findings in at least two successive issues of an official newspaper if there is one designated in the locality where the project will be situated and in at least two successive issues of a newspaper of general circulation in such locality, which synopsis shall include this determination and findings and the other matters required by EDPL §204 to be included in such synopsis.

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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	Absent
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

PUBLIC NOTICE

SYNOPSIS OF DETERMINATION AND FINDINGS

NOTICE IS HEREBY GIVEN that the Town of Oyster Bay ("Town"), located in Nassau County, NY, held a public hearing on January 23, 2024 at 10:00 a.m. with respect to real property proposed to be acquired by the Town located in Hicksville, on the North Side of Herzog Place, between Jerusalem Avenue to the west and Broadway to the east, Hicksville, ("Subject Properties"). The public hearing was held open until February 14, 2024 to allow for the submission of written material for the Town to consider. On April 9, 2024, the Town adopted a Determination and Findings. The following is a brief synopsis of said Determination and Findings:

1. The reasons that the Town selected the Subject Properties for acquisition is to redevelop them for use as a public parking lot.
2. The local community will benefit from the act of eminent domain to acquire the Subject Properties because it will allow additional public parking capacity for riders of the Hicksville Train Station of the Long Island Railroad ("LIRR"). The Subject Properties are located a short walk from the LIRR station.
3. The Subject Properties are located only about 700 feet from Hicksville Train Station and, therefore are well within the 1,000 +/- foot radius defining the location of existing surface parking lots around the Hicksville Train Station that currently are experiencing mostly full occupancy during peak periods, based on the information compiled during the investigation of the proposed taking. Therefore, it is expected that the Subject Properties will also be well-utilized to serve the peak parking demand, enhancing the level of convenience for rail riders.
4. The Subject Properties will be enhanced visually and aesthetically in a character consistent with prior community plans calling for their acquisition.
5. The acquisition and proposed use are consistent with the Hicksville Downtown Revitalization Initiative (DRI) Strategic Investment Plan, which was the basis of zoning code revisions for the Hicksville Downtown area adopted in 2021.
6. COVID-19 has had a major impact on the LIRR, as well as other public transit systems. LIRR ridership has rebounded significantly since the height of the pandemic lockdown early in 2020, but is still below the 2019 peak. It is anticipated that the ongoing, upward

7/10  
Reviewed By  
Office of Town Attorney

trend in overall LIRR ridership will continue. On this basis, it is reasonable to assume that there will be a commensurate increase in the demand for parking around the Hicksville Train Station. Since the existing public parking lots at the same or even slightly greater distance from the Hicksville Train Station are experiencing essentially full capacity during peak demand periods, it is expected that the proposed acquisition of the Subject Properties for public parking use will serve a public purpose and benefit of providing well utilized, convenient public parking within short walking distance of the Hicksville Train Station.

7. Beyond the site-specific evaluation discussed above, there are several compounding factors which are expected to continue to magnify the demand for parking around the Hicksville Train Station. These include the anticipated effect of the completed Third Track and East Side Access Projects, the MTA's decision to drop its proposal to provide 909 additional parking spaces near the Hicksville Train Station in conjunction with those major projects, and the significant shortfall in the number of available commuter parking spaces that was being experienced around the Hicksville Train Station immediately prior to the onset of the COVID-19 pandemic. When considering the cumulative effect of these factors, there is a potential for a return to the pre-pandemic designated parking spaces. Under these circumstances, the proposed acquisition will serve the public purpose and benefit of offsetting potential future shortfalls of convenient public parking for commuters.
8. Acquisition of the Subject Properties will remove existing development on the Subject Properties that includes a pre-existing use which is no longer permitted (i.e., the automotive repair shop), as well as certain conditions (e.g., low-quality building construction, and the outdoor storage of vehicles and materials) that are not desirable uses of the Subject Properties and which detract from the aesthetics and character of the area. Replacement of this development with a parking lot which includes modern landscaping and other site improvements consistent with the HD Design Guidelines will provide visual upgrade to the Subject Properties conforming with the intent of the HD-II Subdistrict in which the Site is located.
9. If the recommendation of the DRI Strategic Investment Plan for the expansion of J.F. Kennedy Memorial Park into Lot H-6 is implemented, acquisition of the Subject Properties will help to offset the loss of public parking spaces that would result from such action.
10. The condemnation of the Subject Properties will not result in adverse impacts on the environment.
11. The Town of Oyster Bay hereby authorizes its legal representatives to take all steps necessary under the law to acquire title to the Subject Properties through eminent domain.

12. Copies of the Determination and Findings will be forwarded upon written request without cost.
13. Pursuant to Eminent Domain Law section 207, there are thirty days from the completion of the condemnor's newspaper publication requirement to seek judicial review of the condemnor's determination and findings.
14. Pursuant to Eminent Domain Law sections 207 and 208, the exclusive venue for judicial review of the condemnor's determination and findings is the appellate division of the supreme court in the judicial department where any part of the property to be condemned is located.

Meeting of April 9, 2024

Resolution No. 304-2024

RESOLVED, That a public hearing will be held in the Hearing Room, Town Hall North, 54 Audrey Avenue, Oyster Bay, New York on the 7<sup>th</sup> day of May, 2024, at 7:00 o'clock, p.m. prevailing time on that day, or as soon thereafter as practicable, to consider the application of MULTIBRANDS MASSAPEQUA TIC REAL ESTATE LLC, fee owner, and RIMS MASSAPEQUA REAL ESTATE LLC, fee owner, for the Modification of existing Declaration of Restrictive Covenants, and granting of a Special Use Permit to permit the premises to be repurposed as a Dunkin' Donuts/Baskin Robbins fast food restaurant with accessory drive-through services, on premises located in a Neighborhood Business ("NB") District, at 5599 Merrick Road, Massapequa, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 53, Block 18, Lot 55, on the Land and Tax Map of Nassau County, and for approval of related site improvements; 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.

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Reviewed By  
Office of Town Attorney  
*John M. Walsh*

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

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

PUBLIC NOTICE

NOTICE is hereby given, pursuant to law, that a public hearing will be held by the Town Board of the Town of Oyster Bay, Nassau County, New York, on Tuesday, May 7, 2024, at 7:00 p.m., prevailing time, or as soon thereafter as may be practicable, in the Hearing Room, Town Hall North, East Building, 54 Audrey Avenue, Oyster Bay, New York, for the purpose of considering an application from MULTIBRANDS MASSAPEQUA TIC REAL ESTATE LLC, fee owner, and RIMS MASSAPEQUA REAL ESTATE LLC, fee owner, for the Modification of existing Declaration of Restrictive Covenants, and granting of a Special Use Permit to permit the premises to be repurposed as a Dunkin' Donuts/Baskin Robbins fast food restaurant with accessory drive-through services, on premises located in a Neighborhood Business ("NB") District, at 5599 Merrick Road, Massapequa, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 53, Block 18, Lot 55, on the Land and Tax Map of Nassau County, and for approval of related site improvements.

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.

The public may submit any comments on the subject of the hearing, by mailing or delivering same to the Office of the Town Attorney, 54 Audrey Avenue, Oyster Bay, New York 11771, or by submitting same by email to [publiccomment@oysterbay-ny.gov](mailto:publiccomment@oysterbay-ny.gov). Any comments received will form part of the public record with respect to said hearing.

TOWN BOARD OF TOWN OF OYSTER BAY. JOSEPH S. SALADINO, Supervisor.  
RICHARD LaMARCA, Town Clerk.

Dated: April 9, 2024, Oyster Bay, New York.

Reviewed By  
Office of Town Attorney

*Jimmy McHugh*

Town of Oyster Bay  
Inter-Departmental Memo

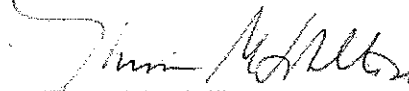
**TO** : MEMORANDUM DOCKET  
**FROM** : OFFICE OF THE TOWN ATTORNEY  
**DATE** : April 1, 2024  
**SUBJECT:** MULTIBRANDS MASSAPEQUA TIC REAL ESTATE LLC, fee owner  
RIMS MASSAPEQUA REAL ESTATE LLC, fee owner  
Modification of existing Declaration of Restrictive Covenants  
Special Use Permit and Site Plan Approval  
Premises: 5599 Merrick Road, Massapequa  
Section 53, Block 18, Lot 55

---

It is requested that the Town Board authorize the Town Clerk to advertise a Notice of Hearing, for a Public Hearing to be held on May 7, 2024 at 7:00 p.m., in connection with the above referenced matter.

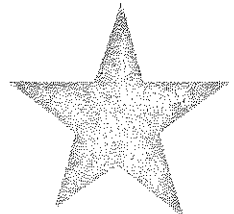
Kindly suspend the rules and place this matter on the docket so that the attached Resolution pertaining to this matter can be placed on the action calendar for the April 9, 2024 Town Board meeting.

FRANK M. SCALERA  
TOWN ATTORNEY



Thomas M. Sabellico  
Special Counsel

TMS:nb  
Enclosure





PUBLIC NOTICE

NOTICE is hereby given, pursuant to law, that a public hearing will be held by the Town Board of the Town of Oyster Bay, Nassau County, New York, on Tuesday, May 7, 2024, at 7:00 p.m., prevailing time, or as soon thereafter as may be practicable, in the Hearing Room, Town Hall North, East Building, 54 Audrey Avenue, Oyster Bay, New York, for the purpose of considering an application from MULTIBRANDS MASSAPEQUA TIC REAL ESTATE LLC, fee owner, and RIMS MASSAPEQUA REAL ESTATE LLC, fee owner, for the Modification of existing Declaration of Restrictive Covenants, and granting of a Special Use Permit to permit the premises to be repurposed as a Dunkin' Donuts/Baskin Robbins fast food restaurant with accessory drive-through services, on premises located in a Neighborhood Business ("NB") District, at 5599 Merrick Road, Massapequa, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 53, Block 18, Lot 55, on the Land and Tax Map of Nassau County, and for approval of related site improvements.

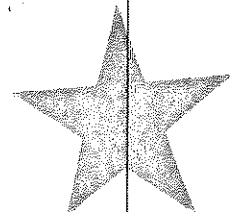
The abovementioned application is on file and may be viewed daily (except Saturday, Sunday and Holidays) between the hours of 9:00 a.m. and 4:45 p.m., prevailing time, at the Office of the Town Clerk at Oyster Bay and Massapequa. Any person interested in the subject matter of said hearing will be given an opportunity to be heard with reference thereto, at the time and place above designated.

The public may submit any comments on the subject of the hearing, by mailing or delivering same to the Office of the Town Attorney, 54 Audrey Avenue, Oyster Bay, New York 11771, or by submitting same by email to [publiccomment@oysterbay-ny.gov](mailto:publiccomment@oysterbay-ny.gov). Any comments received will form part of the public record with respect to said hearing.

TOWN BOARD OF TOWN OF OYSTER BAY. JOSEPH S. SALADINO, Supervisor.  
RICHARD LaMARCA, Town Clerk.

Dated: April 9, 2024, Oyster Bay, New York.

Reviewed By  
Office of Town Attorney  
*John Nichols*

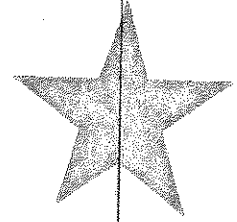


RESOLVED, That a public hearing will be held in the Hearing Room, Town Hall North, 54 Audrey Avenue, Oyster Bay, New York on the 7<sup>th</sup> day of May, 2024, at 7:00 o'clock, p.m. prevailing time on that day, or as soon thereafter as practicable, to consider the application of MULTIBRANDS MASSAPEQUA TIC REAL ESTATE LLC, fee owner, and RIMS MASSAPEQUA REAL ESTATE LLC, fee owner, for the Modification of existing Declaration of Restrictive Covenants, and granting of a Special Use Permit to permit the premises to be repurposed as a Dunkin' Donuts/Baskin Robbins fast food restaurant with accessory drive-through services, on premises located in a Neighborhood Business ("NB") District, at 5599 Merrick Road, Massapequa, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 53, Block I8, Lot 55, on the Land and Tax Map of Nassau County, and for approval of related site improvements; 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.

-#-

*RAS*  
Reviewed By  
Office of Town Attorney  
*John M. Roberts*



Reviewed By  
Office of Town Attorney

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, and Laurie Scarpa, Deputy Commissioner, Department of Public Works by memoranda dated April 1, 2024 and April 3, 2024, advised that due to the onset of geese mating season, the Town of Oyster Bay is in immediate need to begin geese egg oiling to control the population of geese in the Town. Commissioner Lenz and Deputy Commissioner Scarpa have requested and recommended that until a new Request for Proposals (RFP) process is complete, Haulin Auss Geese Control, LLC, a licensed and insured company that provides teams of trained goose chasing dogs, should be procured under Guideline 5 of the Town's Procurement Policy, emergency services; and

WHEREAS, Thomas M. Sabellico, Special Counsel, Office of the Town Attorney, by memorandum dated April 5, 2024, advised that the procurement of Haulin Auss Geese Control, LLC, was proper, as an emergency procurement, under the Town's Procurement Policy, and rendered the opinion of the Office of the Town Attorney that retaining the services of Haulin Auss Geese Control, LLC, on a monthly basis qualified as an emergency procurement; and

WHEREAS, the vendor's disclosure questionnaire has been received and satisfies the Town's Procurement Policy; and

WHEREAS, Commissioner Lenz, and Deputy Commissioner Scarpa, by said memoranda, advised further that the Department of Public Works, is recommending that the Town Board approve the emergency procurement of Haulin Auss Geese Control, LLC, until the RFP process is complete and a new contract is awarded,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby approved, and the Department of Public Works, is hereby authorized to procure Haulin Auss Geese Control, LLC, as an emergency procurement on a monthly basis, until the RFP process is complete and a new contract is awarded.

-#-

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

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

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

April 3, 2024

**To:** MEMORANDUM DOCKET

**FROM:** Laurie Scarpa, Deputy Commissioner of Department of Public Works

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

**SUBJ.:** Emergency Procurement of Professional Geese Control: Haulin Auss Geese Control, LLC

---

As mating season for geese is upon us, the Town of Oyster Bay is in immediate need to begin geese egg oiling to control the population of geese in the Town of Oyster Bay. In past years, the Town had purchased trained purebred Border Collies to be utilized for the purpose of chasing geese out of the Town parks, parklets and beaches. The Town provided a handler (Town employee) with each of these dogs. There were at least three (3) dogs and handlers and up to five (5) teams working to cover the Town's need to keep the fields of the parks, parklets and beaches clear of geese droppings. The last trained Border Collie the town owned passed away in 2023 at the age of sixteen (16).

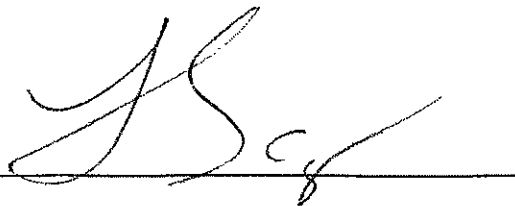
Since the Town no longer has trained Border Collies for this purpose, we believe the best option is to hire a company specializing in Geese Control. We recently met with Haulin Auss Geese Control, LLC, a licensed and insured company who provide teams of professional handlers and trained geese chasing dogs. This company would service all Town parks multiple times a day. They will also provide on call response within an hour when necessary (i.e. events in a park).

Haulin Auss Geese Control, LLC, would also provide egg oiling of geese nests which is very important as the season has already begun. Egg oiling stops the geese eggs from hatching, preventing resident geese from being born with a life expectancy of 25-30 years.

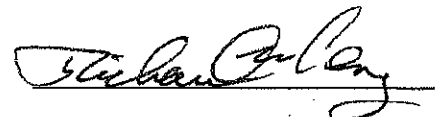
Attached is a short proposal from Haulin Auss Geese Control, LLC for your review.

The vendor's disclosure questionnaire has been received and satisfies the Town's Procurement Policy.

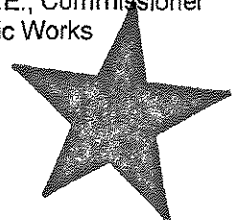
The Department of Public Works Animal Shelter and Control Division is recommending that the Town retain Haulin Auss Geese Control, LLC until an RFP is reviewed and a contract is awarded. Because of the emergency basis of this matter, it is requested that the rules be suspended and that this matter be placed on the Town Board calendar for April 9<sup>th</sup>, 2024 for action.



Laurie Scarpa  
Deputy Commissioner  
Department of Public Works/Animal Shelter



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



**DEPARTMENT OF PUBLIC WORKS**  
**INTER-DEPARTMENTAL MEMO**

April 1, 2024

TO: Frank M. Scalera, Town Attorney  
FROM: Laurie Scarpa, Deputy Commissioner/Animal Shelter  
THROUGH: Richard W. Lenz, P.E., Commissioner of Public Works  
SUBJECT: Emergency Appointment of Haulin Auss Geese Control, LLC

---

As mating season for geese is upon us, the Town of Oyster Bay is in immediate need to begin geese egg oiling to control the population of geese in the Town of Oyster Bay. In past years, the Town had purchased trained purebred Border Collies to be utilized for the purpose of chasing geese out of the Town parks, parklets and beaches. The Town provided a handler (Town employee) with each of these dogs. There were at least three (3) dogs and handlers and up to five (5) teams working to cover the Town's need to keep the fields of the parks, parklets and beaches clear of goose droppings. The last trained Border Collie the town owned passed away in 2023 at the age of sixteen (16).

Since the Town no longer has trained Border Collies for this purpose, we believe the best option is to hire a company specializing in Geese Control. We recently met with Haulin Auss Geese Control, LLC, a licensed and insured company who provide teams of professional handlers and trained goose chasing dogs. This company would service all Town parks multiple times a day. They will also provide on call response within an hour when necessary (i.e. events in a park).

Haulin Auss Geese Control, LLC, would also provide egg oiling of goose nests which is very important as the season has already begun. Egg oiling stops the goose eggs from hatching, preventing resident geese from being born with a life expectancy of 25-30 years.

Since the Town is in immediate need for these services, the Department of Public Works/Animal Shelter are requesting permission to utilize Haulin Auss Geese Control, LLC on an emergency basis until an RFP is prepared to contract a goose control company.

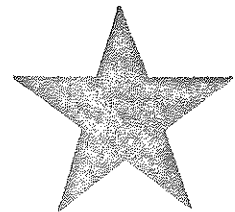
Attached is a short proposal from Haulin Auss Geese Control, LLC for your review.



Laurie Scarpa, Deputy Commissioner  
Department of Public Works/Animal Shelter  
RWL/ew: Attachment



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



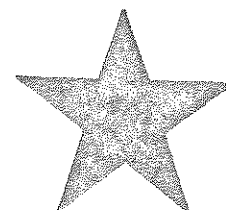
Provider/Contractor:  
Haulin Auss Geese Control LLC  
75 Kirk Ave,  
Ronkonkoma, NY 11779

Town Of Oyster Bay  
Department of Public Works  
Canada Geese Proposal

A. Scope of Services:

Haulin Auss Geese Control LLC is a fully licensed and insured Canada Geese control company that uses highly trained dogs (particularly Australian Shepherd's) to humanely chase away unwanted geese from properties across Nassau and Suffolk Counties. The services that will be provided at the parks will include daily patrols, and as often as necessary to get the geese problem under control. Pricing will include as many patrols needed, along with egg addling (egg oiling) during nesting season. Nesting season can occur anywhere from late February in some years, and all the way until June. Mid March to about Memorial Day tends to be the busiest.

1. Egg addling: also known as egg oiling, is necessary to keep the Canada Geese population from exploding more than it already has. It consists of covering the eggs with corn oil, which prevents the embryo of oxygen and developing into a fetus. This process should be done very soon after the eggs are laid. Once the Canada Geese have stopped laying, nests will be removed so the geese will leave the area. All nests will be reported to the Resident Canada Goose Nest and Egg Registration Site.
2. Daily Patrols: Haulin Auss Geese Control LLC employs four handlers that are out and about Nassau and Suffolk Counties. If a park requires an additional patrol or patrols, please contact us at 631-672-7455 via call or text and we'll get someone over to that area within an hour or so. Text message is preferred method of communication as we're constantly in and out of our vehicles. Just state your name and location of the park and we'll get one of our employees over there as soon as possible.
  - A. All of our vehicles contain both trackers and dash cameras so if requested, we can provide the documents to whoever is concerned.
  - B. Our dogs are all professionally trained and will not harm the geese in any way. If the parks are crowded with people, our handlers will use their best judgement to



do everything possible to keep our dogs away from crowded areas. Dogs will be tethered, if necessary, especially around young children.

**B. Statement of Work**

The Town of Oyster Bay needs Canada Geese control services at the following locations:

Town of Oyster Bay Golf Course

Bethpage Community Park

Cpl. Kevin T. Kolm Memorial Park

Ellsworth W. Allen Park

Field of Dreams

Haypath Park

H. Garrick Williams Park

John A. Walker Memorial Park

John J. Burns Park

Marjorie R. Post Community Park

Plainedge Park

Plainview-Old Bethpage Community Park

Robbins Lane Community Park

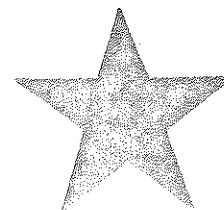
Syosset-Woodbury Community Park

Theodore Roosevelt Memorial Park and Beach

Centre Island Beach Park

Other parks may be added to the route if deemed necessary. Also, could reduce patrols at one park to add patrols to another if discussed.

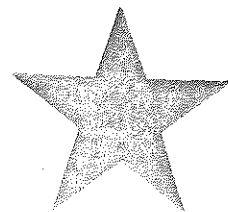
**C. Fee Structure**



Haulin Auss Geese Control LLC will do a flat rate for all the parks mentioned above. \$850.00 per park a month for a total of \$13,600.00. This rate includes additional patrols if needed at the parks listed above, and also Egg Addling (Egg Oiling).

#### D. Reporting of Patrols

Haulin Auss Geese Control LLC will report to the Town of Oyster Bay monthly to discuss our geese management results. It's super important for everyone to be on the same page just in case so we can move personnel if needed to other town parks in Oyster Bay that may need geese control.





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

**TO:** Richard W. Lenz, P.E., Commissioner  
Department of Public Works  
  
Laurie Scarpa, Deputy Commissioner  
Department of Public Works

**FROM:** Office of the Town Attorney

**DATE:** April 5, 2024

**SUBJECT:** Emergency Procurement – Haulin Auss Geese Control, LLC

---

We are in receipt of your memorandum, dated April 1, 2024, which requested this Office's opinion regarding compliance with the Town's Procurement Policy in the procurement of Haulin Auss Geese Control, LLC ("Haulin") to provide geese control services at sixteen Town parks on a monthly basis.

Based on your representations that these services are time-sensitive as we approach the seasons that generate the highest use of Town parks and that your Department is issuing a Request for Proposals to secure a vendor on a more "permanent" basis, this memorandum shall serve as the opinion of the Office of the Town Attorney that the Department may retain the services of Haulin, on a monthly basis, as an emergency procurement, pending the procurement of a goose control company after the preparation and distribution of a Request for Proposal.

Office of the Town Attorney

*Thomas M. Sabellico*

Thomas M. Sabellico

Special Counsel

TMS/nb

cc: Frank M. Scalera, Esq., Town Attorney

Gregory W. Carman, Jr., Esq., Deputy Supervisor

WHEREAS, Michael Gaccione, 3<sup>rd</sup> Assistant Chief, Syosset Volunteer Fire Department, 50 Cold Spring Road, Syosset, New York 11791, by letter dated March 4, 2024, requested the use of Municipal Parking Field S-1, Syosset, and the posting of temporary "Lot Closing" signs in said Field for the Department's Emergency Vehicle Operations Class to be conducted on Sunday, April 7, 2024, and Sunday, April 14, 2024, between the hours of 10:00 a.m. and 1:00 p.m.; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated April 3, 2024, advised that Municipal Parking Field S-1, Syosset, will not be required for use by the Town at that time, and that the Highway Division has no objection to the Syosset Volunteer Fire Department's utilization of Municipal Parking Field S-1, Syosset, and posting temporary "Lot Closed" signs for the Department's Emergency Vehicle Operations Class to be held on Sunday, April 7, 2024 and April 14, 2024, between the hours of 10:00 a.m. and 1:00 p.m.; 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 request as hereinabove set forth is hereby approved, and the Town authorizes the Syosset Volunteer Fire Department utilizing the northeast portion of Municipal Parking Field S-1 in Syosset and posting temporary "Lot Closed" signs in said Field, for the Department's Emergency Vehicle Operations Class, to be held on Sunday, April 7, 2024 and Sunday, April 14, 2024, between the hours of 10:00 a.m. and 1:00 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 the Department of Public Works, or his duly authorized representative.
2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of Town property and equipment, and in the conduct of the aforementioned 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 \$1,000,000.00 bodily injury and \$2,000,000.00 general aggregate, and naming the Town as an additional insured, in connection with the aforementioned activity.
4. The said organization shall follow all New York State Guidelines with respect to social distancing, and the afore-described activity may be cancelled at any time by the Town of Oyster Bay at any time, to prevent harm to the population from the COVID 19 Virus, or from any other threat to the public health and/or safety.

-#-

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

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

REVIEWED BY  
OFFICE OF TOWN ATTORNEY

## TOWN OF OYSTER BAY

## Inter-Departmental Memo

April 3, 2024

**TO:** MEMORANDUM DOCKET

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

**SUBJECT:** SYOSSET FIRE DISTRICT EMERGENCY VEHICLE OPERATIONS CLASS  
TO BE HELD APRIL 7<sup>TH</sup> AND APRIL 14<sup>TH</sup> 2024  
(SUSPEND THE RULES)


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Enclosed please find a copy of the letter from Michael Gaccione, Chief, requesting our assistance on behalf of the Syosset Fire District in conducting their Emergency Vehicle Operations Class at Department Headquarters on Sunday, April 7<sup>th</sup> 2024 and Sunday, April 14<sup>th</sup> 2024.

The Highway Division has no objection to the Syosset Fire District utilizing the northeast portion of Municipal Parking Field S-1 in Syosset (adjacent to the Fire Department Headquarters) on Sunday, April 7<sup>th</sup> 2024 and Sunday, April 14<sup>th</sup> 2024 for their Emergency Vehicle Operations Class from 10:00am until 1:00pm on both above mentioned dates. This will assist them in further training of their apparatus chauffeurs. The organization would appreciate the posting of temporary "Lot Closing" signs in Municipal Parking Field S-1 for the above mentioned dates and times as well.

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

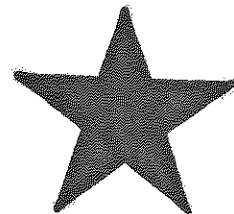
Please suspend all rules and place on April 9<sup>th</sup> 2024 Town Board Calendar.

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

RWL/kaz

Attachments

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





# Syosset Fire Department

HEADQUARTERS

50 COLD SPRING ROAD · SYOSSET NY 11791

TEL: 516 921-0728 · FAX: 516-921-2500



EDWARD JUDGE, CHIEF OF DEPARTMENT  
ROBERT LEONARD, 1<sup>ST</sup> ASST. CHIEF  
WILLIAM SAUBERMAN, 2<sup>ND</sup> ASST. CHIEF  
MICHAEL GACCIONE, 3<sup>RD</sup> ASST. CHIEF

JOSEPH N. KENNEDY, SECRETARY  
DALE PREDMORE, TREASURER  
DANIEL LUDEN, ASST. TREASURER

To: Highway Department Town of Oyster Bay  
From: Assistant Chief Michael Gaccione  
Re: LIRR Parking lot

March 04, 2023

To Whom it may concern,

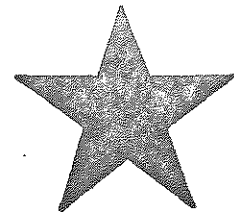
The Syosset Volunteer Fire Department is requesting permission to use the Long Island Railroad parking lot behind our Headquarters building at 50 Cold Spring Road for the purpose of an Emergency Vehicle Operations Class which will assist us in further training of our apparatus Chauffeurs.

The dates for these classes are Sunday, April 07 and Sunday, April 14<sup>th</sup>. Classes will be held from 10:00 A.M. until 6:00 P.M. on both days.

Please let me know if any further information is needed pertaining to this request. I can be reached at [mgaccione@syossetfd.org](mailto:mgaccione@syossetfd.org) or Cell 516-232-4569

Sincerely,

Michael Gaccione  
3<sup>rd</sup> Assistant Chief  
Syosset Volunteer Fire department



MG:jk

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/28/2024

**PRODUCER**

HARBOR INSURANCE AGENCY, LLC  
5 FLINT ROAD  
AMITY HARBOR, NY 11701 631-842-5350

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**

SYOSSET FIRE DISTRICT  
50 COLD SPRING ROAD  
SYOSSET, NY 11791

**INSURERS AFFORDING COVERAGE**

**NAIC #**

INSURER A: ARCH INSURANCE COMPANY  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

OVER ADD'L LTR. INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROD. <input type="checkbox"/> LOB	MEPK06248019	04/01/2024	04/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Eq. occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	MEPK06248019	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Eq. accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	<b>EXCESS UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE \$ RETENTION \$	MEUM06415119	04/01/2024	04/01/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 20,000,000 \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/OWNER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS: <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

CERTIFICATE HOLDER IS ADDITIONAL INSURED AS PER FORM CG2026 (04/13) WITH RESPECT TO USE TOB COMMUTER PARKING LOT S1 ON SUNDAY APRIL 7TH 2024 AND SUNDAY APRIL 14TH 2024 TO HOLD EVOC CLASSES FOR THEIR APPARATUS CHAUFFEURS

**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, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Ralph T. Nocera*

ACORD 25 (2001/08)

Reviewed By  
Office of Town Attorney

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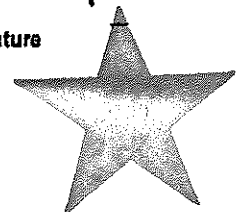
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## POLICY CHANGES

Policy Change  
Number 2

POLICY NUMBER MEPK06248019	POLICY CHANGES EFFECTIVE 04/01/2024	COMPANY Arch Insurance Company
NAMED INSURED: Syosset Fire District		AUTHORIZED REPRESENTATIVE McNeil and Company, Inc.
COVERAGE PARTS AFFECTED Commercial Lines Policy Coverage		
<p style="text-align: center;"><b>CHANGES</b></p> <p>We have hereby AMENDED form CG2026 (12/19) Additional Insured - Designated Person or Organization on the above policy adding the following: □□</p> <p>Town of Oyster Bay 54 Audrey Avenue Oyster Bay, NY 11771</p> <p>with respect to: Insured's use of commuter parking lot S1 for EVOC class held on 4/7/24 &amp; 4/14/24</p>  <p>No Premium Change</p>  <p>All other terms and conditions of this policy remain unchanged.</p>		

  
Authorized Representative Signature  
MCNEIL AND COMPANY, INC.



Reviewed By  
Office of Town Attorney

gj 03/27/2024

IL 1201 11 85

Copyright, Insurance Services Office, Inc., 1983  
Copyright, ISO Commercial Risk Services, Inc., 1983

Page 1 of 1

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

This Agreement with the Town of Oyster Bay (TOWN) is entered into this 27<sup>th</sup> day of March, 2024, by Syosset Fire District (hereinafter "PERMITTEE"). Whereas, the Permittee has entered into an agreement with the Town regarding an event and desires to use Town of Oyster Bay property and/or equipment located at/or described as Commuter parking lot 51

for the event described as EVOC training classes which is scheduled for the following dates (include setup, clean up and rain dates): 4/7/2024 & 4/14/2024

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

By acceptance of a permit issued for this event/activity by the TOWN, and in consideration of the Town granting the Permittee permission to temporarily use Town property and/or equipment, the Permittee, by the authorized signature of the undersigned, hereby agrees to assume all liability and risk of loss, arising out of the actions and activities and negligence of the Permittee and its agents, employees, servants and volunteers, 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 Permittee 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 Permittee's use of the Town property and/or equipment, except to the extent the Town's negligence contributed thereto. The Permittee agrees to indemnify and hold harmless the Town, its officers, employees, servants, agents and enumerated volunteers, and to defend and protect the Town and its employees, against any and all claims for the loss and/or expense or suits for damage to persons or any property, arising from Permittee's use of Town property and/or equipment, except to the extent that any negligence of the Town contributed thereto.

Further, the Permittee agrees to provide evidence (by providing a Certificate of Insurance and additional insured endorsements), upon permit application, that it has obtained General or Special Event Liability Insurance coverage on which the Town has been named as an Additional Insured, providing coverage in force during the course of the Permitted event, including the opening date, the closing date, set up date(s), breakdown date(s) and rain date(s), in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate, \$500,000 property damage and, where appropriate, \$2,000,000 products liability. Liquor liability insurance, in the amount of \$1,000,000, on which the Town is named as an additional insured, must also be obtained and submitted with the permit application whenever alcohol is to be served or sold as part of the Permitted event. Alcohol shall not be served or sold at a Permitted event unless Permittee obtains approval from the State Liquor authority and a waiver by the Town Board of the applicable Town Code Provisions.

*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 Permittee:

Syosset Fire District

Address of Permittee:

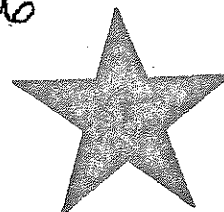
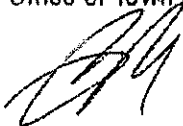
50 Cold Spring Road  
Syosset NY 11791

By: Karen Bonelli  
Authorized Representative

Title: District Secretary/Treasurer

Telephone Number: 516 677 4506

Reviewed By  
Office of Town Attorney



## Inter-Departmental Memorandum

**TO** : Memorandum Docket  
**FROM** : Office of the Town Attorney  
**DATE** : March 27, 2024  
**SUBJECT**: Purchase of vacant land located at 2 Walnut Street, Glen Head, New York 11545  
NCTM - Section: 20, Block: 60, Lot: 53

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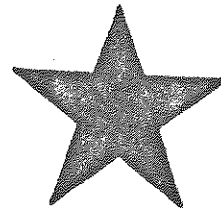
The Town of Oyster Bay has been in negotiations with U Park Walnut Street, LLC ("Seller") in connection with the Town's proposed purchase of the property located at 2 Walnut Street, Glen Head, New York 11545 ("Property"). The Seller has agreed to sell to the Town and the Town has agreed to purchase from the Seller the Property for the purchase price of SEVEN HUNDRED FIFTY THOUSAND and 00/100 (\$750,000.00) DOLLARS, subject to Town Board approval.

An appraisal report, prepared for this Office by RPR Appraisal Real Estate Solutions USA, Inc., dated May 23, 2023, concluded that the "as-is" fair market value of the Property is SEVEN HUNDRED FIFTY THOUSAND and 00/100 (\$750,000.00) DOLLARS.

Julia Schneider, Director of TEQR, Department of Environmental Resources ("DER"), by memorandum dated February 16, 2024, stated that DER recommended that the Town Board adopt a negative declaration for the proposed land purchase, indicating that this action will not result in significant adverse environmental impacts based on the TEQR Division's review of the environmental parameters relative to the subject application and additional information provided to the satisfaction of DER in arriving at the aforementioned recommendation.

The purchase of the Property by the Town will benefit both the Town and its residents. Therefore, this Office requests and recommends that the Supervisor or his designee be authorized to execute a Purchase and Sale Agreement, to be reviewed and approved by this Office, for the purchase of the property, and authorizing payment of the purchase price of \$750,000.00, and closing costs customarily paid by purchasers of real estate in New York State.

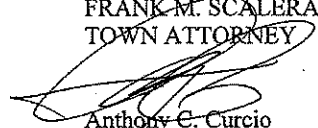
Funds in the amount of \$750,000.00 to satisfy said purchase of the Property are available in Account No. TWN A 1940 20000 000 0000.





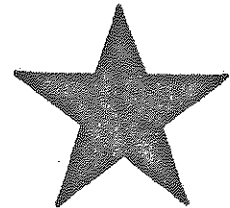
Kindly suspend the rules and place this matter on the April 9, 2024 Town Board action calendar.

FRANK M. SCALERA  
TOWN ATTORNEY



Anthony C. Curcio  
Deputy Town Attorney

ACC:acc  
Attachment



Reviewed By  
Office of Town Attorney

WHEREAS, Frank M. Scalera, Town Attorney, and Anthony C. Curcio, Deputy Town Attorney, by memorandum dated March 27, 2024, advised that The Town of Oyster Bay has been in negotiations with U Park Walnut Street, LLC ("Seller") in connection with the Town's proposed purchase of the property located at 2 Walnut Street, Glen Head, New York 11545 ("Property"); and

WHEREAS, the Seller has agreed to sell to the Town and the Town has agreed to purchase from the Seller the Property for the purchase price of \$750,000.00, subject to Town Board approval; and

WHEREAS, an appraisal report, dated May 23, 2023, prepared for the Office of the Town Attorney by RPR Appraisal Real Estate Solutions USA, Inc., concluded that the "as-is" fair market value of the Property is \$750,000.00; and

WHEREAS, Julia Schneider, Director of TEQR, Department of Environmental Resources ("DER"), by memorandum dated February 16, 2024, recommended that the Town Board adopt a negative declaration for the proposed land purchase, indicating that this action will not result in significant adverse environmental impacts based on the TEQR Division's review of the environmental parameters relative to the subject application and additional information provided to the satisfaction of DER in arriving at the aforementioned recommendation; and

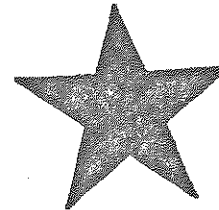
WHEREAS, Messers Scalera and Curcio, by the aforementioned memorandum, stated that the purchase of the Property by the Town will benefit both the Town and its residents; and

WHEREAS, Messers Scalera and Curcio, by the aforementioned memorandum, requested and recommended that the Supervisor or his designee be authorized to execute a Purchase and Sale Agreement, to be reviewed and approved by the Office of the Town Attorney, for the purchase of the property, and authorizing payment of the purchase price of \$750,000.00, and closing costs customarily paid by purchasers of real estate in New York State,

WHEREAS, Funds in the amount of \$750,000.00 to satisfy said purchase of the Property are available in Account No. TWN A 1940 20000 000 0000,

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation as hereinabove set forth are accepted, and the Supervisor or his designee shall be authorized to execute a Purchase and Sale Agreement for the purchase of the Property, at a purchase price of \$750,000.00, and payment of closing costs customarily paid by purchasers of real estate in New York State.

-#-



**CONTRACT OF SALE**

This CONTRACT OF SALE ("Contract of Sale" or "Agreement") dated March \_\_, 2024 ("Effective Date"), between U PARK WALNUT STREET LLC, a New York limited liability company with an address at 342 Post Avenue, New Hyde Park, New York 11590 ("Seller") and TOWN OF OYSTER BAY, a municipal corporation of the State of New York with an address at 54 Audrey Avenue, Oyster Bay, New York 11771 ("Purchaser").

Seller and Purchaser hereby covenant and agree as follows:

**Section 1                    Sale of Premises and Acceptable Title**

§1.1                    The Premises: Seller shall sell to Purchaser, and Purchaser shall purchase from Seller, at the price and upon the terms and conditions set forth in this Contract of Sale: (a) the parcel of land known as 2 Walnut Street, Glen Head, New York 11545, known as Section 20, Block 60, Lot 53 on the Land and Tax Map of Nassau County and more particularly described in *Schedule A* attached hereto (the "Land"); (b) all right, title and interest of Seller, if any, in and to the land lying in the bed of any street or highway in front of or adjoining the Land to the center line thereof and to any unpaid award for any taking by condemnation or any damage to the Land by reason of a change of grade of any street or highway and (c) the appurtenances and all the estate and rights of Seller in and to the Land (collectively, the "Premises" or the "Property").

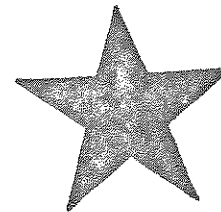
§1.2                    Permitted Exceptions: Seller shall convey and Purchaser shall accept insurable fee simple title to the Premises in accordance with the terms of this Contract of Sale, subject only to (a) the matters set forth in *Schedule B* attached hereto (collectively, the "Permitted Exceptions"); and (b) such other matters as any reputable title insurance company licensed to do business in the State of New York, shall be willing, without special premium, to omit as exceptions to coverage.

**Section 2                    Purchase Price, Acceptable Funds and Escrow Down payment**

§2.1                    Purchase Price: The purchase price ("Purchase Price") to be paid by Purchaser to Seller for the Premises is the sum of SEVEN HUNDRED FIFTY THOUSAND and 00/100 (\$750,000.00) DOLLARS. The purchase price is payable as follows:

§2.2                    Purchaser shall pay to Seller at Closing, the balance of the Purchase Price subject to apportionment pursuant to Section 11 of this Contract of Sale.

§2.3                    Acceptable Funds: All monies payable under this Contract of Sale, unless otherwise specified in this Contract of Sale, shall be paid, either by (a) wire transfer or (b) by official bank checks drawn by any banking institution having a banking office in the State of New York or New York City, payable to the order of Seller, except that uncertified checks of Purchaser payable to



the order of Seller up to the amount of \$5,000.00 shall be acceptable for sums payable to Seller at Closing.

**Section 3            The Closing**

§3.1            The closing of Title (the "Closing" or the "Closing Date") shall take place at the Town of Oyster Bay, Town Hall North, 54 Audrey Avenue, Oyster Bay, New York 11771, at 10:00 AM on or about the date that is forty-five (45) days from the full execution of this Contract and delivery to Purchaser's attorney. The Closing may be adjourned by Seller for the purpose of curing title defects for up to sixty (60) days.

**Section 4            Representations and Warranties of Seller**

A.            Seller hereby warrants, represents and agrees that, all of the following representations and warranties are true as of the date hereof, and shall also be true as of Closing:

§4.1            Ownership: Seller is the fee simple owner of the Premises.

§4.2            Liens: The Premises shall at Closing be free of mortgages and other liens, excepting, if applicable, Permitted Exceptions listed on *Schedule B*.

§4.3            Authorization. This Agreement has been duly authorized and executed on behalf of Seller and constitutes the valid and binding agreement of Seller, enforceable in accordance with its terms, and all necessary action on the part of Seller to authorize the transactions herein contemplated has been taken, and no further action is necessary for such purpose.

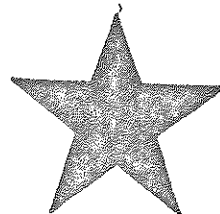
§4.4            Seller Not a Foreign Person. Seller is not a "foreign person" which would subject Purchaser to the withholding tax provisions of the Section 1445 of the Internal Revenue Code of 1986, as amended.

§4.5            Condemnation. To Seller's knowledge, there are no existing condemnation proceedings pending or outstanding or overtly threatened against Seller or the Property.

**Section 5            Acknowledgments of Purchaser**

Purchaser acknowledges that:

§5.1            "AS IS" Condition: Purchaser has inspected the Premises, is fully familiar with the physical condition and state of repair thereof, and shall accept the Premises "AS IS" as of the date hereof except as specifically provided elsewhere herein, in their present condition subject to any and all conditions and defects of any nature whatsoever and subject to reasonable use, wear, tear and natural deterioration between the date hereof and the Closing of title, without any reduction in the Purchase Price for any material change in such condition by reason thereof subsequent to the date of this Contract of Sale. This Contract of Sale, as written, contains all the terms of the agreement entered into between the parties as of the date hereof, and Purchaser acknowledges that except as set



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forth in this Contract, Seller does not make and has not authorized any party to make any representations as to any matter or thing affecting or relating to the Premises whatsoever, and held out no inducements to Purchaser, other than those herein specifically expressed.

§5.2 Inspection: Before entering into this Contract of Sale, Purchaser has made such examination of the Premises (subject to Section 22.8 of this Contract), and all other matters affecting or relating to this transaction as Purchaser deemed necessary. In entering into this transaction, Purchaser has not been induced by and has not relied upon any representations, warranties or statements, whether express or implied, made by Seller or any agent, employee or other representative of Seller or by any broker or any other person representing or purporting to represent Seller, which are not expressly set forth in this Contract of Sale, whether or not any such representations, warranties or statements were made in writing or orally.

Section 6 INTENTIONALLY OMITTED

Section 7 INTENTIONALLY OMITTED

Section 8 Covenants of Seller

Seller covenants that between the date of this Contract of Sale and the Closing:

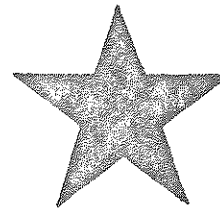
§8.1 Insurance: Seller shall keep in force during the term of this Agreement (i) Comprehensive General Liability Insurance, including, but not limited to, the torts and negligence of the Seller, its employees, agents and personnel; (ii) Casualty Insurance; (iii) Property Damage Insurance and (iv) any other insurance required by law.

§8.2 Inspections: Seller shall allow Purchaser or Purchaser's representatives access to the Premises for inspection, upon reasonable prior notice at reasonable times, provided that any party entering the Premises for purposes of performing tests or doing any other inspection work shall, prior to entry, provide Seller with proof of insurance reasonably satisfactory to Seller. Purchaser shall provide Seller, without charge, with copies of all inspection reports and Purchaser agrees to keep all reports confidential.

§8.3 Maintenance of Property: Seller shall continue to maintain the Property between the date of this Agreement and the Closing Date, in accordance with the Town of Oyster Bay Code

Section 9 Seller's Closing Obligations

At Closing, Seller shall deliver the following to Purchaser:



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§9.1 Deeds: A statutory form of bargain and sale deed with covenant against grantor's acts, and properly executed in proper form for recording so as to convey the title required by this Contract of Sale.

§9.2 Affidavits: Such affidavits as Purchaser's title company shall reasonably require in order to effectuate the Closing hereunder and to omit from its title insurance policy all exceptions for judgments, bankruptcies or other returns against persons or entities whose names are the same as or similar to Seller's.

§9.3 Transfer Taxes: Checks to the order of the appropriate agencies or Purchaser's Title Company in payment of all applicable New York State real property transfer taxes and copies of any required tax returns therefore executed by Seller, which checks shall be certified, official bank or attorney trust account checks if required by the taxing authority, unless Seller elects to have Purchaser pay any of such taxes and credit Purchaser with the amount thereof from the Purchase Price.

§9.4 Non-Foreign Affidavit. A non-foreign affidavit in compliance with Internal Revenue Code Section 1445;

**Section 10** Purchaser's Closing Obligations

At the Closing, Purchaser shall:

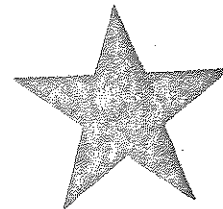
§10.1 Purchase Price: Deliver to Seller payment, at Seller's option, (a) by wire transfer or (b) official unendorsed bank checks payable to the order of Seller or as otherwise directed prior to Closing, payment of the Purchase Price due at Closing, as adjusted for apportionment under Section 11. All checks shall represent United States currency and shall be drawn or issued by a New York bank or trust company which is a member of The New York Clearing House Association, unless otherwise agreed by the Seller. If any check is returned for insufficient funds or any other reason, Seller at its option, may (i) declare this Contract void ab initio and of no further force and effect or (ii) may declare a default by the Purchaser under this Contract which shall entitle the Seller to exercise any of the remedies set forth in this Contract.

§10.2 Recording: Cause the deed to be recorded, duly complete all required real property transfer tax returns, and cause all such returns and checks in payment of such taxes to be delivered to the appropriate officers promptly after the Closing.

§10.3 Miscellaneous: Deliver any other documents required by this Contract of Sale to be delivered by Purchaser.

**Section 11** Apportionments

§11.1 List of Apportioned Items: The following apportionments shall be made between the parties at the Closing as of the close of business on the day prior to the Closing Date.



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- (a) real estate taxes and assessments, fuel, water and sewer charges, utilities, vault charges, if any.
- (b) (Intentionally Deleted)

§11.2 Any errors or omissions in computing apportionments at Closing shall be promptly corrected as soon as practicable after the Closing and the proper party reimbursed.

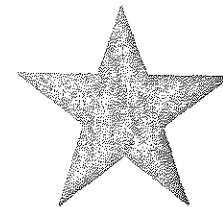
§11.3 Seller and Purchaser shall cooperate to determine the prorations as provided herein.

**Section 12 Objections to Title, Failure of Seller or Purchaser to Perform and Vendee's Lien**

§12.1 Title Insurance Report: Purchaser shall cause Purchaser's attorney to order from any reputable title insurance company, authorized to do business in New York, a title search to be made of the Premises within ten (10) business days after the full execution and delivery of this Contract of Sale by Seller subject to Town Board authorization approving such action, if required. Purchaser's title company may mail to the Seller's attorneys at their hereinafter mentioned address a copy of the title report or send to Seller's attorney via email. In addition, Purchaser shall give written notice to Seller of all alleged defects or objections to title. Delivery of a title report and any title continuations to Seller's attorney shall be deemed compliance with the obligation set forth in the previous sentence. Seller shall be entitled to a reasonable adjournment or adjournments up to 60 days in total to endeavor to remove such defects or objections and any other defects or objections which may be disclosed on or prior to the date set for the Closing of Title.

§12.2 Maximum Expenses: If Seller shall be unable to convey title to the Premises at the Closing in accordance with the provisions of this Contract of Sale, or shall be otherwise unable to convey the Premises in accordance with the terms of this Contract of Sale, or if Purchaser shall have any other grounds under this Contract of Sale for refusing to consummate the purchase provided for herein, Purchaser, nevertheless, may elect to accept such title as Seller may be able to convey. If Purchaser shall not so elect, Purchaser may terminate this Contract of Sale, and the sole liability of Seller shall be to reimburse Purchaser for the cost of title examination, but not to exceed the amount charged by Purchaser's title company therefore without issuance of a policy. Upon such refund and reimbursement, this Contract of Sale shall be null and void and the parties hereto shall be relieved of all further obligations and liability, and the Seller shall be under no obligation or liability whatever to the Purchaser for any damages that the Purchaser may have sustained by reason of the Seller's failure to convey title hereunder; and the Purchaser shall have no further claim against the Premises.

§12.3 Taxes: Any unpaid taxes, assessments, water charges and sewer rents, together with the interest and penalties thereon to the date of Closing, and any other liens and encumbrances which Seller is obligated to pay and discharge or which are against corporations, estates or other persons in the chain of title, together with the cost of recording or filing any



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instruments necessary to discharge such liens and encumbrances of record, may be paid out of the proceeds of the monies payable at the Closing if Seller delivers to Purchaser on the Closing Date official bills for such taxes, assessments, water charges, sewer rents, interest and penalties and in instruments recordable form sufficient to discharge any other liens and encumbrances of record. Upon request made a reasonable time before the Closing, Purchaser shall provide at the Closing separate checks for the foregoing payable to the order of the holder of any such lien, charge or encumbrance and otherwise complying with Section 12.2 and same shall be a credit against the Purchase Price. If Purchaser's title insurance company is willing to insure Purchaser that such charges, liens and encumbrances will not be collected out of or enforced against the Premises, then unless Purchaser refuses to accept such insurance in lieu of actual payment and discharge, Seller shall have the right in lieu of payment and discharge to deposit with the title insurance company such funds to pay such special or additional premiums as the title insurance company may require in order to so insure. In such case the charges, liens and encumbrances with respect to which the title insurance company has agreed so to insure shall not be considered objections of title.

**Section 13**            **Broker**

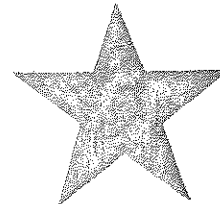
§13.1            Commission: Seller and Purchaser mutually represent and warrant that Cushman & Wakefield is the only broker with whom they have dealt in connection with this Contract of Sale and that neither Seller nor Purchaser knows of any other broker who has claimed or may have the right to claim a commission in connection with this transaction. The commission of such broker shall be paid by Seller pursuant to separate agreement by the Seller. Unless otherwise provided herein, Seller and Purchaser shall indemnify and defend each other against any costs, claims or expenses, including reasonable attorney's fees, arising out of the breach of their respective parts of any representations, warranties or agreements contained in Section 13.1. The representations and obligations under this paragraph shall survive the Closing or, if the Closing does not occur, the termination of this Contract of Sale.

**Section 14**            **Notices**

§14.1            All notices under this Contract of Sale shall be in writing and shall be delivered personally or shall be sent by registered, certified, or express mail, return receipt requested, or by recognized overnight carrier addressed to the parties and the attorneys for the respective parties and shall be deemed served on the date of delivery, if by personal service or overnight courier, or on the third (3<sup>rd</sup>) business day after mailing if said notices are sent through the postal authorities. Notices signed by the respective attorneys shall be deemed sufficient within the meaning of this paragraph without the signature of the parties themselves.

Notices to the Purchaser shall be sent to:

TOWN OF OYSTER BAY  
Office of the Town Attorney  
54 Audrey Avenue, 2<sup>nd</sup> Floor





Oyster Bay, New York 11771  
Attn: Frank M. Scalera – Town Attorney

Notices to the Seller shall be sent to:

U PARK WALNUT STREET LLC  
342 Post Avenue  
New Hyde Park, New York 11590

With a copy to:

Scott A. Conlon, Esq.  
Attorney at Law  
191 Hillside Avenue  
Williston Park, New York 11596

**Section 15**            **Limitations on Survival of Representations, Warranties, Covenants and other Obligations**

§15.1            **Survival:** No representations, warranties, covenants or other obligations of Seller set forth in this Contract of Sale shall survive Closing, and no action based therein shall be commenced after the Closing, except to the extent stated otherwise herein.

§15.2            **Merger:** The delivery of the deed by Seller, and the acceptance thereof by Purchaser, shall be deemed the full performance and discharge of every obligation on the part of Seller to be performed hereunder, except for those obligations of Seller which are expressly stated in this Contract of Sale to survive the Closing.

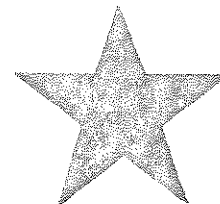
**Section 16**            **INTENTIONALLY OMITTED**

**Section 17**            **INTENTIONALLY OMITTED**

**Section 18**            **INTENTIONALLY OMITTED**

**Section 19**            **Authority of Attorneys to Modify Time Periods**

§19.1            The respective attorneys for the parties, as identified below, are hereby authorized by their respective clients (1) to give any notice which the party is required or permitted to give under this Contract of Sale; (2) to agree to extensions or modifications of time periods as provided herein; and (3) to modify, amend, or waive any provision of this Contract of Sale, provided any such notice, extension, modification, amendment, or waiver shall be in writing and signed by such attorney.



**Section 20**                    **INTENTIONALLY OMITTED**

**Section 21**                    **No Offer to Sell**

§21.1                    This Agreement shall not be binding upon the Parties unless (i) the same has been fully executed by Purchaser and Seller and a fully executed copy has been delivered to each party or their respective attorneys named above.

**Section 22**                    **Miscellaneous**

§22.1                    **Entire Agreement:** This Contract of Sale embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior agreements, understandings, representations and statements, oral or written are merged into this Contract of Sale. Neither this Contract of Sale nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

§22.2                    **Headings:** The captions in this Contract of Sale are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Contract of Sale or any of the provisions hereof.

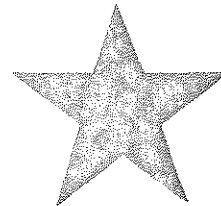
§22.3                    **Successors:** This Contract of Sale shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs or successors and permitted assigns.

§22.4                    **Gender:** As used in this Contract of Sale, the masculine shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular, as the context may require.

§22.5                    **Conflicts:** If the provisions of any Schedule or rider to this Contract of Sale are inconsistent with the provisions of this Contract of Sale, the provisions of such schedule or rider shall prevail.

§22.6                    **Schedules and Exhibits:** Attached to this Contract of Sale are *Schedules A* through *C* which are incorporated into this Contract of Sale as if set forth herein.

§22.7                    **Confidentiality:** Purchaser covenants to Seller that the Purchaser shall not, without the prior written consent of Seller (which consent may be withheld in Seller's sole and absolute discretion), disclose to any other person (other than Purchaser's accountant, attorneys and experts) or entity by any means whatsoever (i) any information pertaining to relevant documents in connection with the Contract of Sale and (ii) any information or documentation (written or oral)



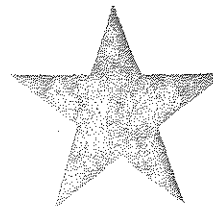
EXECUTION VERSION

provided by Seller or Seller's agents and representatives concerning the Seller's business and/or the Property. Notwithstanding the aforementioned, any information disseminated during the course of any and all Town of Oyster Bay Town Board meetings, prior to and after the Effective Date herein, shall be excluded from the restrictions of this paragraph §22.7.

§22.8 Environmental Inspection: From and after Effective Date through 5 p.m. (EST) on the sixtieth (60<sup>th</sup>) day from the Effective Date (the "Investigation Period"), Purchaser, at Purchaser's sole cost and expense, shall have the opportunity to inspect the environmental condition of the Property which inspection shall include a Phase I environmental assessment (the "Phase I Report") to determine the existence of pollutants and/or contaminants and/or hazardous and/or toxic substances, materials and/or chemicals as defined in Environmental Laws (hereinafter referred to collectively or individually as "Hazardous Substances"). Notwithstanding the foregoing and subject to 22.8.2, Purchaser shall not be permitted to conduct any physically intrusive inspection, testing or investigation of the Property during the Investigation Period including, but without limitation, any inspection which would involve taking subsurface borings or related investigations, and any inspection which would alter the physical condition of the Property and the testing of any tanks, without written consent from Seller.

22.8.1 Purchaser agrees that, in making any physical or environmental inspections of the Property; (i) Seller and its representatives, agents, and/or contractors shall have the right to be present during any testing, investigation, or inspection of the Property and (ii) all examinations shall be conducted during business hours, from time to time, and shall not under any circumstances compromise or affect the structural integrity of the Property;

22.8.2 Notwithstanding Section 22.8.1, if the Phase I Report recommends additional testing (the "Phase II Testing"), Purchaser shall be permitted, at Purchaser's sole cost and expense, to conduct the Phase II Testing subject to the following conditions: (i) the Phase I Report is delivered to Seller on or before the end of the Investigation Period and (ii) the Phase II Testing may not be conducted until five (5) days after Purchaser delivers to Seller the scope and method of the Phase II Testing including, but without limitation, any testing which would involve taking subsurface borings or related investigations, and any inspection which would alter the physical condition of the Property and the testing of any tanks. If the Phase II Testing reveals any defect or condition with respect to the Property, which defect or condition is unacceptable to Purchaser, Purchaser shall notify Seller in writing within three (3) business days of receipt of the results of the Phase II Testing of such unacceptable defect or condition, the reasons therefor and the curative steps recommend by Purchaser's environmental consultant to remove the basis for Purchaser's objection ("Purchaser's Environmental Objections"). Notwithstanding anything to the contrary contained herein, Seller shall have no obligation to take any steps or bring any action or proceeding or otherwise to incur any effort or expense whatsoever to eliminate or cure any of the Purchaser's Environmental Objections; provided however, Seller, at its sole option, may attempt to eliminate or cure all or a portion of Purchaser's

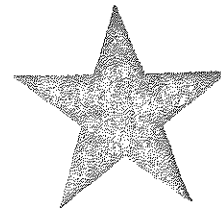


EXECUTION VERSION

Environmental Objections to Purchaser's reasonable satisfaction (which shall include obtaining required sign offs from any governmental agency). Seller shall advise Purchaser in writing within ten (10) business days after receipt of Purchaser's Environmental Objections notice whether Seller will take any action to eliminate or cure all or a portion of Purchaser's Environmental Objections ("Seller's Curative Notice").

In the event Seller elects not to attempt to eliminate or cure all of Purchaser's Environmental Objections to the reasonable satisfaction of Purchaser, Purchaser may (as its sole and exclusive remedy) terminate this Agreement by delivering notice thereof in writing to Seller (the "Termination Notice") no later than five (5) business days after the date of the Seller's Curative Notice. If Purchaser timely advises Seller that it elects not to proceed with this transaction, this Agreement shall be terminated and neither party shall have any further rights or obligations hereunder. TIME SHALL BE OF THE ESSENCE with respect to Purchaser's obligation to deliver the Termination Notice, and if the Termination Notice shall not be timely given to the Seller, this Agreement shall remain in full force and effect in accordance with its terms. Notwithstanding the foregoing, in the event the Phase I Report (or the Phase II Testing, if applicable) does not reveal the presence of Hazardous Substances in violation of Environmental Laws or recommend remediation or Phase II Testing, Purchaser shall have no right to terminate this Agreement pursuant to this Section 22.8.3 and shall proceed to closing in accordance with this Agreement.

All information provided by Seller to Purchaser or obtained by Purchaser relating to the Property in the course of Purchaser's review, including, without limitation, the Phase I Report, the results of any Phase II Testing, any other environmental assessment or audit, any engineering reports (collectively, the "Reports") shall be treated as confidential information by Purchaser and Purchaser shall instruct all of its employees, agents, representatives, contractors, equity investors and lenders (collectively, "Purchaser Representatives") as to the confidentiality of all such information. In the event that this transaction is not closed for any reason, then Purchaser shall maintain the confidentiality of such information, and shall require Purchaser Representatives not to disclose any such information to any other party. Purchaser hereby agrees that money damages would not be a sufficient remedy for any breach or threatened breach of this paragraph by Purchaser or Purchaser Representatives and that the Seller shall be entitled, without the requirement of posting a bond or other security, to specific performance and injunctive or other equitable relief in the event of any such breach or threatened breach, in addition to all other remedies available to the Seller at law or in equity. Purchaser agrees to deliver to Seller copies of all Reports at the time the Termination Notice is given by Purchaser. The obligations to deliver the Reports shall survive the termination of this Agreement.



EXECUTION VERSION

§22.9 Governing Law: This Contract shall be governed by the laws of the State of New York without regard to conflicts of law.

§22.10 Counterparts: This Contract may be executed in counterparts and when taken together shall be deemed to be a fully executed Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract of Sale as of the date first above written.

SELLER:

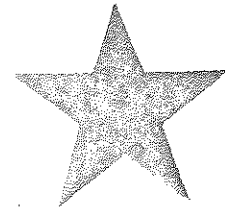
PURCHASER:

U PARK WALNUT STREET LLC

TOWN OF OYSTER BAY

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

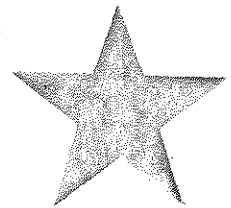
\_\_\_\_\_  
By:  
Title:



EXECUTION VERSION

SCHEDULE A

DESCRIPTION OF PREMISES



*Westcor Land Title Insurance Company*

Title Number: CL-13005-N

Page 1

**SCHEDULE A DESCRIPTION**

ALL that certain plot piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Glen Head, Town of Oyster Bay, County of Nassau and State of New York, more particularly bounded and described as follows:

BEGINNING at a point on the northerly side of Walnut Avenue, 100 feet distant easterly from the corner formed by the intersection of the northerly side of Walnut Avenue and the easterly side of Glen Cove Avenue;

RUNNING THENCE north 04 degrees 30 minutes west, 59.33 feet to a point;

THENCE north 08 degrees 47 minutes 40 seconds west, 53.50 feet to a point;

THENCE north 16 degrees 23 minutes 29 seconds east, 63.24 feet;

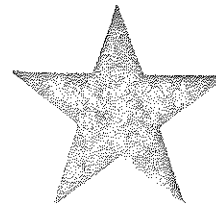
THENCE along the arc of a curve bearing to the left with a radius of 106 feet, a distance of 55.4 feet;

THENCE along the westerly line of Lot 22 south 8 degrees 34 minutes east, 182.93 feet to a point on the northerly side of Walnut Avenue;

THENCE south 81 degrees 26 minutes west, 80 feet along the northerly side of Walnut Avenue, to the point or place of BEGINNING.

FOR INFORMATION ONLY, NOT INSURED: SAID PREMISES BEING KNOWN AS AND BY 2 WALNUT STREET, GLEN HEAD, NEW YORK

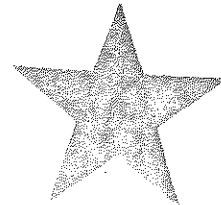
COUNTY	NASSAU
SECTION	20
BLOCK	60
LOT	53



**SCHEDULE B**

**PERMITTED EXCEPTIONS**

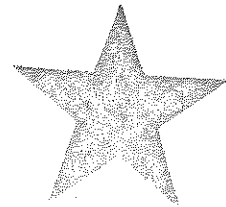
1. Zoning regulations and ordinances provided same do not render title unmarketable, do not prevent the use of the Premises for their present purposes and are not violated by the existing improvements.
2. Consents by the Seller or any former owner of the Premises for the erection of any structure or structures on, under or above any street or streets on which the Premises may abut.
3. The existence of mortgages, liens, or encumbrances shall not be objections to title, provided that properly executed instruments in recordable form necessary to satisfy the same are delivered to the Purchaser at the Closing of title, together with recording and/or filing fees, and such mortgages, liens, or encumbrances may be paid out of the cash portion of the consideration paid by the Purchaser. Unpaid liens for taxes, water charges, and assessments shall not be objections to title, but the amount thereof, plus interest and penalties thereon shall be deducted from the cash portion of the consideration to be paid hereunder by Purchaser, and allowed to the Purchaser, subject to the provisions for apportionment of taxes and water charges contained herein. Unpaid franchise tax of any corporation in the chain of title shall not be objections to title, provided Purchaser's title company shall omit same from Purchaser's Title Policy at Closing.
4. Unpaid installments of assessments not due and payable on or before the Closing Date provided Seller shall pay at Closing all such unpaid installments of assessments.
5.
  - (a) Rights of utility companies to lay, maintain, install and repair pipes, lines, poles, conduits, cable boxes and related equipment on, over and under the Premises provided same is at no expense to Purchaser.
  - (b) Minor encroachments of stoops, areas, cellar steps, trim cornices, lintels, window sills, awnings, canopies, ledges, fences, hedges, coping and retaining walls projecting from the Premises over any street or highway or over any adjoining property and encroachments of similar elements projecting from adjoining property over the Premises; provided title is not rendered unmarketable thereby.
  - (c) Any state of facts which an accurate survey might show, provided title is not rendered unmarketable thereby.
  - (d) Minor encroachments of curb cuts, driveways, sidewalks, paved areas, and graveled areas projecting from or servicing the Premises over any street(s), highway or over any adjoining property and minor encroachments of similar elements projecting from adjoining property over the Premises; provided title is not rendered unmarketable thereby.

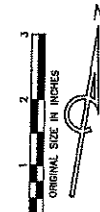
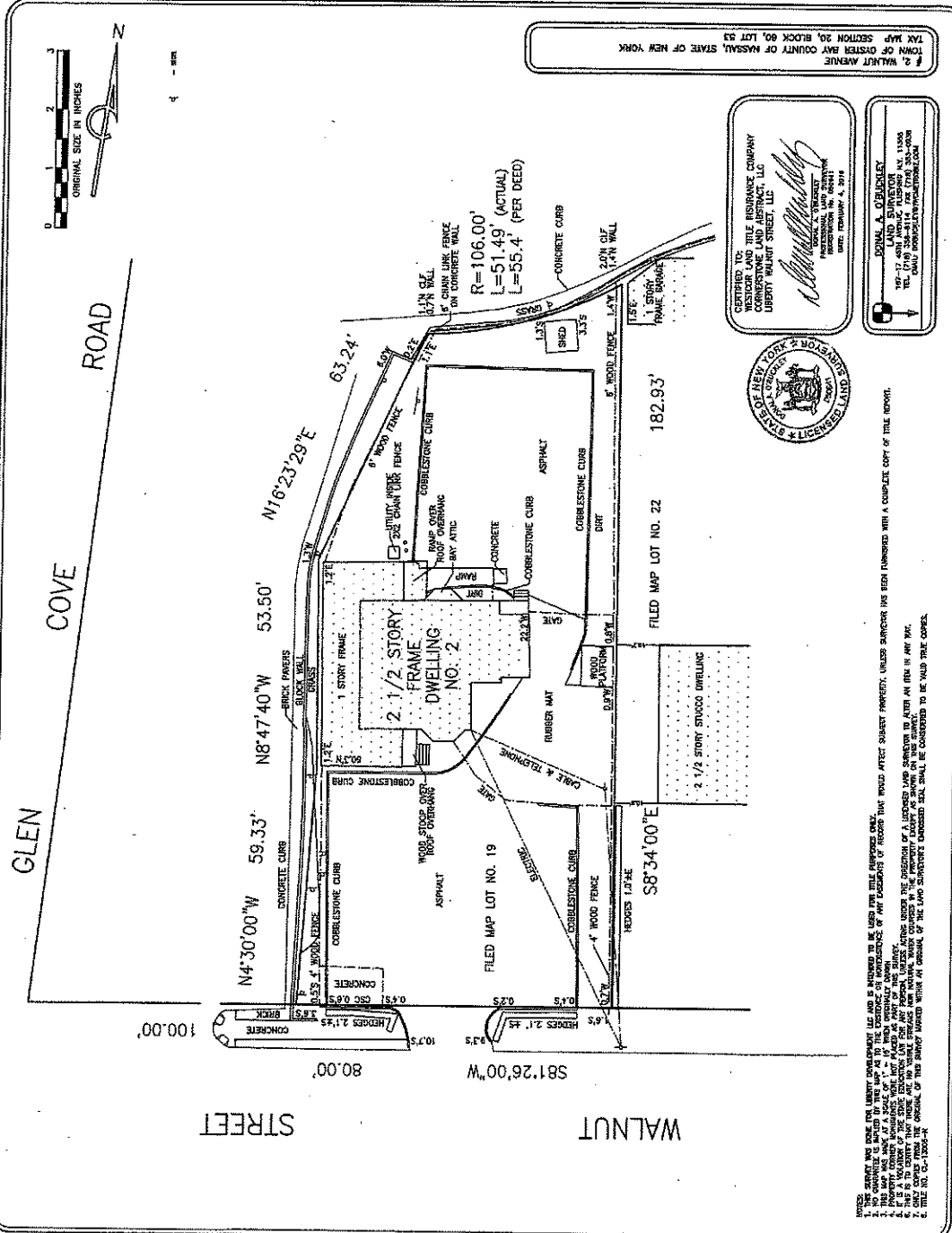




**SCHEDULE C**  
**SURVEY**

EXECUTION VERSION





4 - 884

# 2, WALNUT AVENUE  
 TOWN OF GLENN COUNTY OF MASSACHUSETTS, STATE OF MASSACHUSETTS  
 TOWN MAP SECTION 20, BLOCK 60, LOT 23

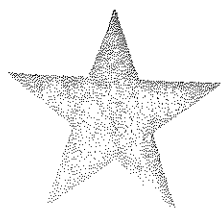
CERTIFIED TO:  
 WESTON LAND TITLE INSURANCE COMPANY  
 LIBERTY INSURANCE GROUP, LLC

*John A. Buckley*  
 PROFESSIONAL LAND SURVEYOR  
 MASS. REGISTRATION NO. 80811  
 EXPIRES 12/31/11

JOHN A. BUCKLEY  
 LAND SURVEYOR  
 100-7-450  
 100-7-450  
 100-7-450  
 100-7-450



THIS SURVEY WAS DONE FOR THE LIBERTY INSURANCE COMPANY AND IS INTENDED TO BE USED FOR TITLE PURPOSES ONLY.  
 1. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ANY ENCUMBRANCES OR INTERESTS THAT WOULD AFFECT CURRENT PROPERTY, UNLESS SHOWN ON THIS PLAN.  
 2. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ANY ENCUMBRANCES OR INTERESTS THAT WOULD AFFECT CURRENT PROPERTY, UNLESS SHOWN ON THIS PLAN.  
 3. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ANY ENCUMBRANCES OR INTERESTS THAT WOULD AFFECT CURRENT PROPERTY, UNLESS SHOWN ON THIS PLAN.  
 4. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ANY ENCUMBRANCES OR INTERESTS THAT WOULD AFFECT CURRENT PROPERTY, UNLESS SHOWN ON THIS PLAN.  
 5. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ANY ENCUMBRANCES OR INTERESTS THAT WOULD AFFECT CURRENT PROPERTY, UNLESS SHOWN ON THIS PLAN.  
 6. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ANY ENCUMBRANCES OR INTERESTS THAT WOULD AFFECT CURRENT PROPERTY, UNLESS SHOWN ON THIS PLAN.  
 7. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ANY ENCUMBRANCES OR INTERESTS THAT WOULD AFFECT CURRENT PROPERTY, UNLESS SHOWN ON THIS PLAN.  
 8. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ANY ENCUMBRANCES OR INTERESTS THAT WOULD AFFECT CURRENT PROPERTY, UNLESS SHOWN ON THIS PLAN.



WHEREAS, the Massapequa Coast Little League Inc. ("Coast") has been active in providing and promoting Little League baseball in the Massapequa area, including at John J. Burns Park, Massapequa, ("Licensed Premises"); and

WHEREAS, Coast has requested permission to construct a second story addition onto the existing two-story concession stand and press box located at the baseball field in the southeast corner of John J. Burns Park ("Licensed Premises"), in order to better serve the needs of the Massapequa Little League baseball community; and

WHEREAS, said second story addition would be constructed by the Coast, at no cost to the Town.

WHEREAS, this arrangement would be in the best interests of the residents of the Town, and is consistent with the use of the Licensed Premises for recreational purposes; and

WHEREAS, the Office of the Town Attorney has negotiated a License Agreement with Coast, the term of which shall be from the date of the License Agreement through and including December 1, 2024; and

WHEREAS, Frank M. Scalera, Town Attorney, and Anthony C. Curcio, Deputy Town Attorney, by memorandum dated April 1, 2024, request and recommend that the Town Board authorize the Supervisor or his designee to execute a License Agreement with Coast; and

WHEREAS, Frank M. Scalera, Town Attorney, and Anthony C. Curcio, Deputy Town Attorney, by said memorandum, advised that the Coast's disclosure questionnaire has been reviewed and has satisfied the Town's Procurement Policy; and

NOW, THEREFORE, BE IT RESOLVED, That the recommendation and request as hereinabove set forth are hereby accepted and approved, and the Supervisor or his designee are hereby authorized and directed to execute the attached License Agreement with Coast, the term of which shall be from the date of the License Agreement through and including December 1, 2024.

-#-

Reviewed By  
Office of Town Attorney

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

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

308

Town of Oyster Bay  
Inter-Departmental Memo

**TO** : MEMORANDUM DOCKET  
**FROM** : Office of the Town Attorney  
**DATE** : April 1, 2024  
**SUBJECT** : License Agreement by and between the Town of Oyster Bay ("Town") and the Massapequa Coast Little League, Inc. ("Coast") for John J. Burns Park, 4990 Merrick Road, Massapequa, New York 11758.

---

Coast has been active in providing and promoting Little League baseball in the Massapequa area, including at John J. Burns Park. As such, Coast has requested permission to construct a second story addition onto the existing two-story concession stand and press box located at the baseball field in the southeast corner of John J. Burns Park ("Licensed Premises"), in order to better serve the needs of the Massapequa Little League baseball community.

Said additions would be constructed by Coast, at no cost to the Town. Further, this arrangement would be in the best interests of the residents of the Town, and is consistent with the use of the park for recreational purposes.


The Office of the Town Attorney has negotiated a License Agreement with Coast, the term of which shall be from the date of the License Agreement through and including December 1, 2024.

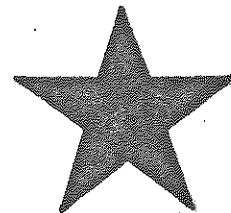
Coast's disclosure questionnaire has been reviewed and has satisfied the Town's Procurement Policy.

This Office requests and recommends that the Town Board authorize the Supervisor or his designee to execute a License Agreement with Coast.

Kindly suspend the rules and place this matter on the Town Board action calendar for April 9, 2024.

FRANK M. SCALERA  
TOWN ATTORNEY

  
Anthony C. Curcio  
Deputy Town Attorney



WHEREAS, the Massapequa Coast Little League Inc. ("Coast") has been active in providing and promoting Little League baseball in the Massapequa area, including at John J. Burns Park, Massapequa, ("Licensed Premises"); and

WHEREAS, Coast has requested permission to construct a second story addition onto the existing two-story concession stand and press box located at the baseball field in the southeast corner of John J. Burns Park ("Licensed Premises"), in order to better serve the needs of the Massapequa Little League baseball community; and

WHEREAS, said second story addition would be constructed by the Coast, at no cost to the Town.

WHEREAS, this arrangement would be in the best interests of the residents of the Town, and is consistent with the use of the Licensed Premises for recreational purposes; and

WHEREAS, the Office of the Town Attorney has negotiated a License Agreement with Coast, the term of which shall be from the date of the License Agreement through and including December 1, 2024; and

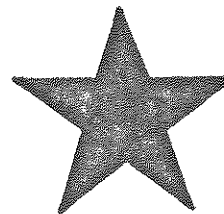
WHEREAS, Frank M. Scalera, Town Attorney, and Anthony C. Curcio, Deputy Town Attorney, by memorandum dated April 1, 2024, request and recommend that the Town Board authorize the Supervisor or his designee to execute a License Agreement with Coast; and

WHEREAS, Frank M. Scalera, Town Attorney, and Anthony C. Curcio, Deputy Town Attorney, by said memorandum, advised that the Coast's disclosure questionnaire has been reviewed and has satisfied the Town's Procurement Policy; and

NOW, THEREFORE, BE IT RESOLVED, That the recommendation and request as hereinabove set forth are hereby accepted and approved, and the Supervisor or his designee are hereby authorized and directed to execute the attached License Agreement with Coast, the term of which shall be from the date of the License Agreement through and including December 1, 2024.

-#-

Reviewed By  
Office of Town Attorney



**LICENSE AGREEMENT**

**DATED:**

**PARTIES:**           **TOWN OF OYSTER BAY**, as Licensor, a municipal corporation of the State of New York, having its principal office at Town Hall, 54 Audrey Avenue, Oyster Bay, New York 11771, ("TOWN"), and

**MASSAPEQUA COAST LITTLE LEAGUE INC.**, as Licensee, a New York State not-for-profit corporation, having its principal place of business at 30 Sunset Boulevard, Massapequa, New York 11758, ("LICENSEE").

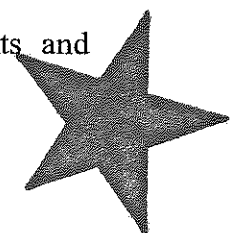
**PREMISES:**       The existing two-story concession stand and press box at John J. Burns Park, located at 4990 Merrick Road, Massapequa, New York 11758, more particularly described on the Land and Tax Map of Nassau County as Section 66, Block A, Lot 8.

**WITNESSETH:**

**WHEREAS**, LICENSEE has requested permission to (i) construct a second story addition onto the existing two-story concession stand and press box located at the baseball field in the southeast corner of John J. Burns Park, in accordance with the plans dated September 26, 2023, and prepared by SB Architecture P.C., attached hereto as Exhibit "A" and incorporated herein ("LICENSED PREMISES") and (ii) occupy and operate the LICENSED PREMISES, pursuant to the within License Agreement upon completion of said construction; and

**WHEREAS**, the occupancy and use of and construction of said LICENSED PREMISES by LICENSEE would inure to the benefit of the TOWN and its residents, as it will enhance the facilities and promote little league baseball in the TOWN,

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



1. LICENSEE shall have use of the LICENSED PREMISES, allocated to it in this License Agreement ("AGREEMENT") to construct, occupy and use the existing structure with the new addition. It is expressly understood and agreed that the LICENSED PREMISES is not leased to the LICENSEE. This AGREEMENT constitutes a license, and during the term of this AGREEMENT, the LICENSEE shall have unrestricted use of the LICENSED PREMISES, except as herein provided. The LICENSEE has the right to occupy, use and operate the LICENSED PREMISES, at no charge to the LICENSEE.

2. The LICENSEE shall, at its own cost and expense, construct the addition on the LICENSED PREMISES. All structures and improvements shall be constructed and maintained in accordance with all Federal, State, TOWN and municipal statutes, ordinances, laws, orders, rules, codes, regulations and requirements. Prior to commencing any construction at the LICENSED PREMISES, the LICENSEE shall obtain any and all approvals, building permits and certificates of occupancy from the Town of Oyster Bay Department of Planning and Development.

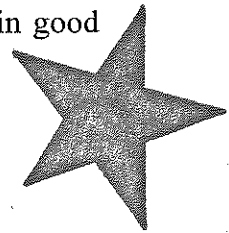
3. **Qualifications:** The LICENSEE warrants that it has (and will maintain during the Term (defined herein) of this AGREEMENT) substantial financial capacity and resources sufficient to construct the LICENSED PREMISES in strict compliance with the terms and conditions of this AGREEMENT.

4. **Construction:** Designs for the LICENSED PREMISES, including but not limited to the structure and improvements set forth in Paragraph 2 above, shall be developed in accordance with the NYS Building and Fire Code, and in compliance with the requirements of the Americans With Disabilities Act and shall be at the sole cost and expense of the LICENSEE. Construction and design plans shall be prepared, stamped and signed by architects and engineers licensed to practice in New York State. Selection of all architects, engineers and any other design professionals that

may be needed shall be subject to the approval of the TOWN. Designs for the LICENSED PREMISES shall be subject to the prior written approval of the TOWN before retaining any and all contractors ("CONTRACTORS"). CONTRACTORS shall be required to pay wages at the prevailing rates set by the New York State Department of Labor, said rates to be obtained by the TOWN and provided to the LICENSEE.

5. **Term:** The term of the license ("TERM") herein shall be from the date of this AGREEMENT through and including December 1, 2024, subject to the terms and conditions set forth herein.

6. **Condition of Licensed Premises:** (a) LICENSEE represents and acknowledges that is has inspected the LICENSED PREMISES, has knowledge of its condition and of any fixtures and other appliances therein or thereon owned by the TOWN permitted to LICENSEE and to be used by LICENSEE pursuant to this AGREEMENT, and has found the LICENSED PREMISES to be suitable for its permitted use as provided herein. LICENSEE acknowledges and represents to the TOWN that neither the TOWN nor any agent or representative of the TOWN has made any statements or representations regarding the quality, nature, adequacy or physical condition of the LICENSED PREMISES, the HVAC, mechanical, electrical and plumbing and other building systems thereof, the uses which can be made of the same, its compliance with any environmental or occupational protection laws, rules, regulations or requirements, the state of title, or any other matter or thing affecting or relating to the LICENSED PREMISES. LICENSEE is accepting the LICENSED PREMISES in its "AS IS" condition "WITH ALL FAULTS" as of the date of this AGREEMENT. (b) Upon the expiration of the TERM or the date of cancellation of this AGREEMENT, as the case may be, the LICENSED PREMISES, shall be returned to the TOWN free and clear of any waste, debris, and LICENSEE's personal property, and in good





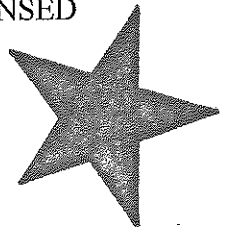
and sanitary condition and free and clear of all liens and encumbrances.

7. **Utilities:** The LICENSEE shall be responsible for one-hundred (100%) percent of the utility costs of the LICENSED PREMISES, as read by the utility meters for service to the LICENSED PREMISES, charges for domestic water and sprinkler water service fees, and costs associated with any notification system installed at the LICENSED PREMISES. The LICENSEE agrees to be billed directly for these charges by the utility provider and to make appropriate arrangements for said direct billing of such utility services within thirty (30) days of the date herein. In the event that the LICENSEE's failure to pay any utility bill results in a utility provider terminating any utility service and/or pursuing collection from the TOWN, the TOWN shall have the right to terminate this AGREEMENT and to require the LICENSEE to immediately vacate the LICENSED PREMISES. Any damages caused by failure to pay utilities will be borne solely by the LICENSEE. LICENSEE shall also be responsible for one-hundred (100%) percent of the costs of the installation of any utility meters by any and all utility companies.

8. **Insurance/Indemnification of Town by Licensee:** The LICENSEE shall obtain comprehensive general liability insurance coverage for the use, operation and construction of all structures in amounts per occurrence of not less than \$2,000,000.00 and \$5,000,000.00 in the aggregate and shall name the TOWN as named insured.

CONTRACTORS shall provide owners and contractors protective liability insurance coverage during all phases of construction in amounts per occurrence of not less than \$2,000,000.00 and \$5,000,000.00 in the aggregate.

In addition, any CONTRACTORS performing the construction work at the LICENSED PREMISES shall carry workers compensation insurance pursuant to New York State law.



CONTRACTORS shall also be licensed by Nassau County, the Town of Oyster Bay and any other appropriate municipality and/or agency. A copy of any and all relevant endorsements and certificates shall be provided to the TOWN prior to commencement of construction.

The TOWN agrees to include the LICENSED PREMISES on the TOWN's fire insurance policy. The TOWN will determine the cost of such fire coverage and will invoice the LICENSEE for the same which shall be paid to the TOWN within thirty (30) days of receipt of the invoice. In the event of a loss, the TOWN will promptly make a claim against the policy, and reserve all proceeds received for necessary repairs or reconstruction. The LICENSEE shall perform all necessary repairs or reconstruction in accordance with all applicable provisions contained in this AGREEMENT. LICENSEE agrees to promptly commence and diligently pursue the restoration and repair of the LICENSED PREMISES and to restore the LICENSED PREMISES to the same or substantially similar condition as existed before the loss. The LICENSEE shall bear any expense incurred beyond the insurance proceeds. The LICENSEE shall be responsible for any policy deductible. Such policy deductible is subject to change at any time based upon the TOWN's fire insurance policy.

The LICENSEE shall comply with all provisions of New York Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

All insurance coverage required by this Paragraph shall be subject to the approval of the TOWN Attorney.

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

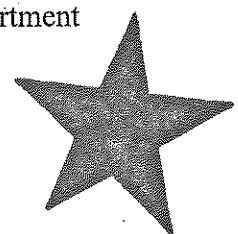
coverage within thirty (30) days of the receipt of notice by the TOWN regarding this deficiency, the TOWN shall have the right to terminate this AGREEMENT.

The LICENSEE agrees to indemnify, defend and hold the TOWN harmless from any and all liabilities, charges, claims, damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of or pertaining to the LICENSEE's construction, operation and/or use of the LICENSED PREMISES during the TERM, which occurs (i) during the term of this AGREEMENT, (ii) during any lapse in insurance coverage or as a result of any failure by the LICENSEE to abide by any notice or other term or provision of the policy, (iii) by the failure of LICENSEE to abide by any term or condition of this AGREEMENT and (iv) by negligence or intentional acts of LICENSEE, its employees, agents or contractors.

**9. Further Provisions on Use of Premises and Compliance with Law:**

(a) LICENSEE shall not interfere with TOWN functions or cause a public nuisance, other unreasonable disturbances, excessive noise or noxious odors. LICENSEE shall fully comply with, amongst other provisions, §156 – *NOISE* of the Town of Oyster Bay Code (“TOWN CODE”). Failure of LICENSEE to fully comply with the TOWN CODE at any time during the TERM, may result in termination of said AGREEMENT.

(b) Hours of Operation: The LICENSED PREMISES shall be open on those certain days and times as approved by the Commissioner of the Department of Parks. Keys to the LICENSED PREMISES shall be provided only to those personnel of the LICENSEE approved by the Commissioner of the Department of Parks.



(c) LICENSEE shall (i) use and operate the LICENSED PREMISES for the benefit of all TOWN residents in accordance with TOWN CODE and in an attractive, accessible, safe, sanitary, operable and inviting manner consistent with the operations and best practices of comparable institutions in the New York metropolitan area and (ii) cause itself and any and all CONTRACTORS to collect and remove any and all litter, debris, rubbish, solids waste, construction materials, asphalt, etc. generated from use, operation and construction at the LICENSED PREMISES. Failure of LICENSEE to fully comply with items (i) and (ii) herein at any time during the TERM, may result in termination of said AGREEMENT. Furthermore, the LICENSEE is responsible for maintenance and repair and/or replacement of all fixed equipment and furnishings, and the interior and exterior structure of the LICENSED PREMISES, including, but not limited to, the HVAC system and the roof, upon approval of the Commissioner of the Department of Parks. Whenever maintenance, repair or replacement is required, the LICENSEE shall commence such activities as soon as possible, after approval by the TOWN, unless an emergency exists. LICENSEE shall perform such ongoing and preventative maintenance activities necessary to maintain the LICENSED PREMISES in good order and repair and consistent with prevailing, professional and industry or trade standards.

(d) LICENSEE shall promptly comply and cooperate with any and all requests that may be reasonably necessary or prudent in order for the TOWN to comply with law. LICENSEE agrees to comply with all applicable

federal, state and local regulations and all rules, regulations and ordinances of the TOWN, and shall promptly correct and/or cure any and all violations imposed by any governmental agency with respect to the LICENSEE's use of the LICENSED PREMISES. Under no circumstances shall the LICENSED PREMISES be used for any unlawful, illegal or immoral purpose whatsoever.

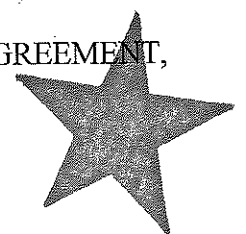
(e) At any time during the term of this AGREEMENT, the TOWN shall have the right to inspect the LICENSED PREMISES with regard to the level of maintenance being performed by the LICENSEE, upon giving the LICENSEE twenty-four (24) hours' notice of such inspection.

(f) The LICENSEE assumes all risk in the operation of the facilities and agrees to comply with all federal, state and local regulations and all rules, regulations and ordinances of the TOWN.

**10. Termination of Agreement:** 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.

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

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



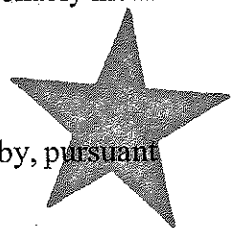
- (b) The LICENSEE fails to pay its utility costs as described in Paragraph 7 and such failure continues beyond the notice and cure period set forth below;
- (c) The LICENSEE fails to maintain the insurance policies described in Paragraph 8 or fails to furnish certificates and endorsement pages evidencing such policies within thirty (30) days of the receipt of notice from the TOWN sent in accordance with Paragraph 11;
- (d) The LICENSEE does not comply with all laws, ordinances, rules, or provisions governing this AGREEMENT;
- (e) The LICENSEE engages in any immoral or illegal conduct or otherwise violates any law, rule, regulation, or judicial order applicable to the LICENSEE or this AGREEMENT;
- (f) The LICENSEE assigns, or otherwise transfers, all or any of its interest in the AGREEMENT or in the LICENSED PREMISES, or otherwise causes a change in control in the LICENSEE's ownership, without the prior written consent of the TOWN as described in Paragraph 15;
- (g) The LICENSEE is in default of any of the terms and conditions of this AGREEMENT and such failure continues beyond the notice and cure period set forth below;

Upon the occurrence of any of the Events of Default described in (b), (d) and (g) above, the TOWN, without prejudice or waiver of any of its rights or interests under the AGREEMENT or its remedies at law, shall give the LICENSEE written notice of the Event of Default. The

LICENSEE shall have thirty (30) days with respect to any other such default, from the date of such notice to cure the Event of Default, except if such default is susceptible to cure within thirty (30) days so long as the LICENSEE commences to cure the default within thirty (30) days and thereafter diligently pursues the same to completion within a reasonable period of time (the "Cure Period"). If any Event of Default occurs for which there is no Cure Period or if the LICENSEE fails to cure an Event of Default within the applicable Cure Period, the TOWN shall have the right to declare the LICENSEE in default and to terminate the AGREEMENT and assume possession and control of the LICENSED PREMISES under this AGREEMENT. The TOWN may in addition thereupon, but shall not be required to, undertake all necessary and appropriate measures to complete any uncompleted capital improvements and repairs at the sole cost of the LICENSEE.

In the event that LICENSEE does not vacate the LICENSED PREMISES as required following a termination or the expiration of the term of this AGREEMENT, LICENSEE shall pay to the TOWN a monthly holdover fee equal to \$2,500.00 per month ("HOLDOVER FEE"). Because of the difficulty or impossibility of determining the TOWN's damages resulting from LICENSEE's holding over and to avoid unnecessary litigation to determine same, the parties hereby agree to and adopt the HOLDOVER FEE which represents a reasonable estimate of the fee and liquidated damages to the TOWN. LICENSEE acknowledges and agrees that the HOLDOVER FEE is not a penalty of any kind. Notwithstanding anything to the contrary herein contained, in the event that LICENSEE shall holdover in excess of sixty (60) days, then in addition to liability for the payment of the HOLDOVER FEE, LICENSEE shall be liable to the TOWN for all losses and damages, including consequential damages, which the TOWN may reasonably incur or sustain by reason of such holding over.

**11. Notices:** All notices, demands and requests given or required to be given by, pursuant



to, or relating to, this AGREEMENT shall be in writing. All notices shall be deemed to have been properly given if hand delivered or if mailed by United States registered or certified mail, with return requested, postage prepaid, or by United States Express mail or FedEx or other comparable overnight courier service to the parties at the addresses set forth below (or at such other addresses as shall be given in writing by any party to the others):

If to the TOWN:

THE TOWN OF OYSTER BAY  
Town Hall  
54 Audrey Avenue  
Oyster Bay, New York 11771  
Attention: Frank M. Scalera, Town Attorney

and

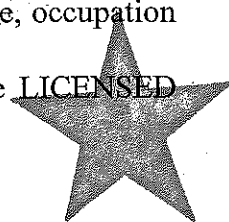
THE TOWN OF OYSTER BAY  
Town Hall  
74 Audrey Avenue  
Oyster Bay, New York 11771  
Attention: Town Comptroller

If to LICENSEE:

MASSAPEQUA COAST LITTLE LEAGUE INC.  
30 Sunset Boulevard  
Massapequa, New York 11758  
Attention: Craig Garland, President

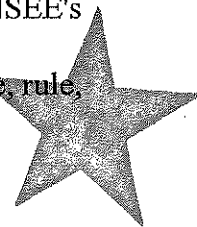
A notice shall be deemed to have been given: in the case of hand delivery, at the time of delivery; in the case of registered or certified mail, when delivered or two (2) business days after mailing; or in the case of overnight courier service, on the business day after the same was sent.

**12. Environmental Covenant and Indemnity:** During LICENSEE'S use, occupation and construction of the LICENSED PREMISES, LICENSEE shall keep the LICENSED





PREMISES free from the introduction and release of Hazardous Materials (defined herein). During the TERM and thereafter, the LICENSEE hereby indemnifies and holds the TOWN harmless from and against the presence of any and all Hazardous Materials (defined herein) entering or released upon the LICENSED PREMISES as of the commencement date of this AGREEMENT, by the LICENSEE and its agents, invitees, guests, representatives or anyone entering the LICENSED PREMISES (whether or not on LICENSEE's behalf) (and during any extensions or holdovers thereof), including without limitation, from and in connection with LICENSEE's vehicles and/or equipment or operations. The term "Hazardous Materials" as used in this AGREEMENT shall include, without limitations, gasoline, petroleum products, explosives, radioactive materials, hazardous materials, hazardous waste, hazardous or toxic substances, polychlorinated biphenyls or related or similar materials, asbestos or any material containing asbestos, or any other substance, the use of which is restricted, or otherwise regulated by any federal, state or local environmental law, ordinance, rule or regulation. The LICENSEE hereby indemnifies the TOWN and agrees to hold the TOWN harmless from and against any and every kind whatsoever (including reasonable attorneys' fees) paid, incurred, or suffered by or asserted against the TOWN at any time for, with respect to, or as a direct result of (i) the introduction during the TERM on or under the LICENSED PREMISES of Hazardous Materials or (ii) the escape, seepage, leakage, spillage, discharge, emission, or release from the LICENSED PREMISES, or into or upon any affected land, or any related or nearby or affected atmosphere, or any affected watercourse, body of water, or wetland at any time during LICENSEE's occupancy, use, or possession of the LICENSED PREMISES, of any Hazardous Materials or (iii) LICENSEE's non-compliance with respect to any federal, state, or local statute, law, ordinance, code, rule,

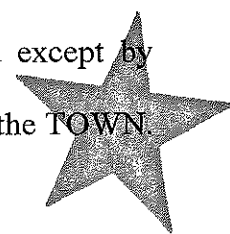


regulation, order, or decree regulating to, or imposing liability or standards of conduct concerning any Hazardous Materials. The LICENSEE fully understands that this paragraph is a material inducement to the TOWN making this AGREEMENT. The obligations and liabilities of LICENSEE under this paragraph shall survive the expiration of the TERM and termination of this AGREEMENT.

**13. Waiver of Claims:** The LICENSEE waives any and all claims for compensation from the TOWN for any and all loss or damage sustained by reason of any defect, deficiency or impairment of the water supply systems, drainage systems, gas mains, electrical apparatus, or wires furnished for the LICENSED PREMISES, or by reason of any loss of any gas supplies, water supplies, heat or current, which may occur from time to time from any cause, except from the TOWN's negligence, or for any loss or damage resulting from fire, water, tornado, civil commotion or riot and the LICENSEE releases and discharges the TOWN, and its agents, from any and all demands, claims, actions and causes of action arising from any of the causes aforesaid, unless caused by the negligence of the TOWN, its agents and/or employees. Nothing herein should be construed as a waiver of the insurance claims described in Paragraph 8.

**14. Independent Contractor Status:** The LICENSEE 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 LICENSEE shall, at any time or under any circumstances, be deemed to be an agent, servant, or employee of the TOWN.

**15. Modification/Assignment:** This AGREEMENT may not be modified except by writing, duly executed by the parties. Oral modifications are ineffective to bind the TOWN.



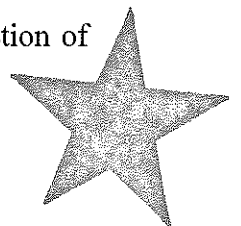
LICENSEE may not assign, or otherwise transfer, all or any part of its interest in this AGREEMENT or in the LICENSED PREMISES without the prior written consent of the TOWN, which may be withheld for any reason or no reason without any liability to the TOWN. LICENSEE may not sub-license the LICENSED PREMISES without the written permission of the TOWN which permission may be withheld for any or no reason without any liability to the TOWN.

**16. Entire Agreement/Counterparts:** It is understood and agreed that this AGREEMENT embodies the entire understanding of the parties with regard to the LICENSED PREMISES and may not be extended or modified except in writing, and subscribed by both parties hereto. This AGREEMENT may be executed in any number of duplicate originals, and each duplicate original shall be deemed to be original. This AGREEMENT may be executed in any number of counterparts; each of which counterpart shall be deemed an original and all of which together constitute a fully executed agreement even though all signatures do not appear on the same document.

**17. Access:** The LICENSEE shall grant access to the LICENSED PREMISES at all reasonable times to the Commissioner and/or Deputy Commissioner of the Department of Parks, the Commissioner and/or Deputy Commissioner of Planning and Development, the Town Attorney or his duly designated representative, the Town Comptroller or his duly designated representative, any member of the Town Board or their duly designated representative, the Town Supervisor or his duly designated representative and any other designated employee of the TOWN.

**18. Captions:** The captions are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or intent of any provisions of this AGREEMENT.

**19. Consent to Jurisdiction:** LICENSEE hereby irrevocably consents to the jurisdiction of



the State of New York and to the Supreme Court of the State of New York, Nassau County, for the purpose of any suit, action or other proceeding arising out of or relating to this AGREEMENT or the subject matter hereof.

**20. Applicable Law:** This AGREEMENT and the obligations arising hereunder shall be governed by, and construed in accordance with, the laws of the State of New York.

**21. Ratification:** This AGREEMENT is subject to Town Board ratification.

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

**TOWN OF OYSTER BAY**

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By:  
Title: Town Supervisor/Designee

**MASSAPEQUA COAST LITTLE  
LEAGUE, INC.**

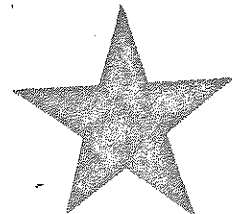
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By: Craig Garland  
Title: President

**REVIEWED AS TO FORM:**

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Deputy Town Attorney



**ACKNOWLEDGEMENTS**

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 2024 in the year, before me, the undersigned notary public, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me personally came and appeared \_\_\_\_\_, to me known, who being by me duly sworn, did depose and say that he resides at \_\_\_\_\_, Oyster Bay, New York 11771; that he is the \_\_\_\_\_ of the Town of Oyster Bay, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of said corporation; and that he signed his name thereto by like order.

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

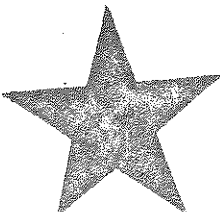
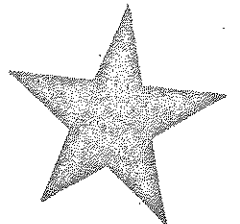


EXHIBIT "A"

CONSTRUCTION AND DESIGN PLANS









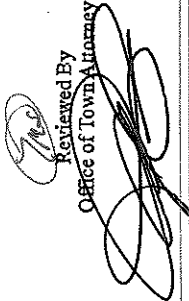




Meeting of April 9, 2024

Resolution No. 309-2024

Reviewed By  
Office of Town Attorney



WHEREAS, The Office of the Town Attorney negotiated an Inter-Municipal Agreement with the JWD, to maintain, repair, inspect and flush five (5) fire hydrants located at various properties throughout the Town of Oyster Bay, upon mutually agreeable terms, for a period of four (4) years, beginning on April 1, 2024, and ending on March 31, 2028, *nunc pro tunc*, with one (1) renewal option of four (4) years upon the consent of the Town; and

WHEREAS, Frank M. Scalera, Town Attorney, and Anthony C. Curcio, Deputy Town Attorney, by memorandum dated April 3, 2024, requested and recommended that the Town Board authorize the Supervisor or his designee to execute an Inter-Municipal Agreement, *nunc pro tunc*, with the JWD,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation and request as hereinabove set forth are hereby accepted and approved, and the Supervisor or his designee are hereby authorized and directed to execute an Inter-Municipal Agreement with the JWD, *nunc pro tunc*, for a period of four (4) years, beginning on April 1, 2024, and ending on March 31, 2028, *nunc pro tunc*, with one (1) renewal option of four (4) years upon the consent of the Town.

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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	Absent
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

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Town of Oyster Bay  
Inter-Departmental Memo

**TO** : MEMORANDUM DOCKET  
**FROM** : Office of the Town Attorney  
**DATE** : April 3, 2024  
**SUBJECT**: Inter-Municipal Agreement, with the Jericho Water District ("JWD"), *nunc pro tunc*, for fire hydrant repair and maintenance at various properties throughout the Town of Oyster Bay

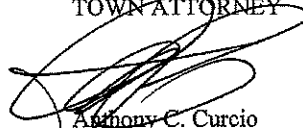
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The Office of the Town Attorney has negotiated an Inter-Municipal Agreement with the JWD, to maintain, repair, inspect and flush five (5) fire hydrants located at various properties throughout the Town of Oyster Bay, upon mutually agreeable terms, for a period of four (4) years, beginning on April 1, 2024, and ending on March 31, 2028, *nunc pro tunc*, with one (1) renewal option of four (4) years upon the consent of the Town.

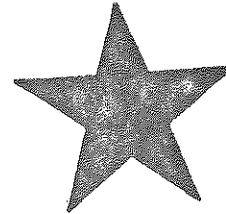
This Office requests and recommends that the Town Board authorize the Supervisor or his designee to execute an Inter-Municipal Agreement, *nunc pro tunc*, with the JWD.

Kindly suspend the rules and place this matter on the Town Board action calendar for April 9, 2024.

FRANK M. SCALERA  
TOWN ATTORNEY

  
Anthony C. Curcio  
Deputy Town Attorney

ACC:ba  
Attachment



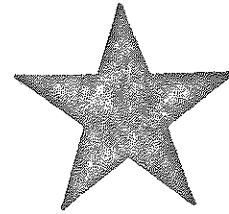
Reviewed By  
Office of Town Attorney

WHEREAS, The Office of the Town Attorney negotiated an Inter-Municipal Agreement with the JWD, to maintain, repair, inspect and flush five (5) fire hydrants located at various properties throughout the Town of Oyster Bay, upon mutually agreeable terms, for a period of four (4) years, beginning on April 1, 2024, and ending on March 31, 2028, *nunc pro tunc*, with one (1) renewal option of four (4) years upon the consent of the Town; and

WHEREAS, Frank M. Scalera, Town Attorney, and Anthony C. Curcio, Deputy Town Attorney, by memorandum dated April 3, 2024, requested and recommended that the Town Board authorize the Supervisor or his designee to execute an Inter-Municipal Agreement, *nunc pro tunc*, with the JWD,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation and request as hereinabove set forth are hereby accepted and approved, and the Supervisor or his designee are hereby authorized and directed to execute an Inter-Municipal Agreement with the JWD, *nunc pro tunc*, for a period of four (4) years, beginning on April 1, 2024, and ending on March 31, 2028, *nunc pro tunc*, with one (1) renewal option of four (4) years upon the consent of the Town.

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**INTERMUNICIPAL AGREEMENT**

This Inter-Municipal Agreement (the "Agreement") is made as of the \_\_\_ day of April 2024, by and between the Jericho Water District, a Town Law Article 13 Commissioner Elected District, duly organized and existing under and by virtue of the laws of the State of New York, with its principal office at 125 Convent Road, Syosset, New York 11791 ("JWD"), and the Town of Oyster Bay, a municipal corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal office at 54 Audrey Avenue, Oyster Bay, New York 11771 ("Town").

**WITNESSETH:**

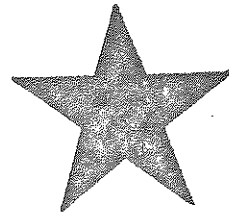
**WHEREAS**, pursuant to Article 8, Sections 1 and 2-a of the State Constitution, as effectuated by General Municipal Law §119-o municipal corporations and districts of the State are empowered to enter into agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis; and

**WHEREAS**, the Town is authorized to, amongst other things, enter into contracts for such purposes to facilitate the construction, connection and repair of fire hydrants within the Town of Oyster Bay; and

**WHEREAS**, JWD is authorized to, amongst other things, enter into contracts for such purposes to facilitate the construction, connection and repair of fire hydrants within the JWD; and

**WHEREAS**, the Town owns fire hydrants located at various Town-owned properties including but not limited to 150 Miller Place, Syosset, New York 11791 ("Property"); as provided on the survey attached hereto as "Exhibit A" and incorporated herein; and

**WHEREAS**, JWD currently maintains and repairs five (5) fire hydrants, specifically at 1) the main parking lot of the Animal Shelter, 2) the North End Radio Antenna at the Animal Shelter, 3) the Highway Yard, behind the salt shed at the Department of Public Works ("DPW"), 4) the Sanitation CVM Garage (East) and 5) the Sanitation CVM Garage (West); and



**WHEREAS**, the Town and JWD desire to enter into an agreement whereby the JWD would maintain, repair, inspect and flush the aforesaid five (5) hydrants, in addition to providing proper equipment for the same, at no cost to the Town; and

**WHEREAS**, in exchange for the aforementioned services provided, the Town agrees to provide commercial driver's license training, by qualified and certified Town personnel, to those current and future eligible JWD employees in which commercial driver's license training ("CDL Training") is applicable, at no cost to the JWD, upon approval by the Division Head of Central Vehicle Maintenance ("CVM"); and

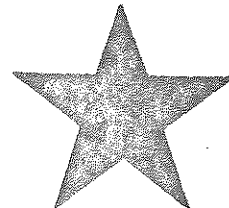
**WHEREAS**, the parties have determined that it is in their best interests to enter into this Agreement setting forth the terms, provisions, covenants and conditions with respect to the Project.

**NOW THEREFORE**, the parties to this Agreement agree as follows:

**ARTICLE 1**  
**SCOPE OF SERVICES**

JWD agrees to maintain, repair, inspect and flush five (5) fire hydrants located on Town Property, specifically at 1) the main parking lot of the Animal Shelter, 2) the North End Radio Antenna at the Animal Shelter, 3) the Highway Yard, behind the salt shed at the Department of Public Works ("DPW"), 4) the Sanitation CVM Garage (East) and 5) the Sanitation CVM Garage (West) in addition to providing proper equipment for the same. The five (5) fire hydrants will be serviced a minimum of once per calendar year.

In addition to JWD performing routine maintenance on the five (5) hydrants located at the Miller Place facility, if it is determined that a fire hydrant is damaged beyond repair, and therefore needs to be replaced with a new fire hydrant, JWD will provide the necessary parts (hydrant, fittings, bolts, etc.) to facilitate the replacement of the damaged hydrant and charge the Town the same cost that JWD pays. The Town will provide the necessary labor and equipment needed to safely remove and replace the hydrant. JWD personnel will oversee the installation.



In consideration of JWD maintaining the five (5) hydrants, the Town will provide CDL Training, by qualified and certified Town personnel, to those current and future eligible JWD employees in which CDL Training is applicable. Prior to receiving CDL Training, those applicable JWD employees shall provide the Division Head of CVM with i) a valid New York State Driver's License and ii) a valid New York State CDL permit. CDL Training shall include, but is not be limited to, classroom instruction and real-world driving instruction. All CDL Training shall take place during normal business hours. The frequency, location and days of the CDL Training shall be at the sole discretion of the Division Head of CVM. Furthermore, the size of each CDL Training class shall be at the sole discretion of the Division Head of CVM. Reasonable notice shall be provided to either party when scheduling each training session.

## **ARTICLE 2**

### **TERM**

This Agreement shall be for a term of four (4) years, beginning on April 1, 2024, and ending on March 31, 2028. This Agreement may be renewed for up to an additional four (4) years at the same terms and conditions, upon the mutual written agreement of the parties.

## **ARTICLE 3**

### **COVENANTS AND WARRANTIES**

This Agreement shall constitute the entire Agreement between the Town and JWD and shall supersede all prior written or oral understandings between the Parties, if any have been made, with respect to the subject matter covered herein. This Agreement may only be amended, supplemented, ratified or cancelled by a duly executed, written instrument.

## **ARTICLE 4**

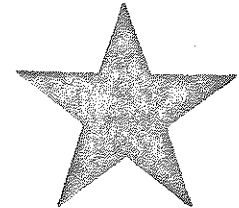
### **APPLICABLE LAW**

The provisions of this Agreement shall be construed in accordance with the laws, rules, ordinances and regulations of the United States, the State of New York and the Town.

## **ARTICLE 5**

### **SEVERABILITY**

In case any one or more of the provisions contained in this Agreement shall, for any





reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been stated herein.

**ARTICLE 6**

**APPROVALS**

This Agreement is subject to the approval and ratification of the Town Board of the Town of Oyster Bay and the Board of Commissioners of the Jericho Water District and shall not become effective until such approval and ratifications have been given. JWD makes no claim that assures the Town that the hydrants will be properly functioning when called into use.

**ARTICLE 7**

**NOTICE**

Any notice desired or required to be given pursuant to the terms of this Agreement shall be sent via Certified Mail, Return Receipt Requested, to the appropriate party at the address for the party appearing on page one (1) hereof.

**ARTICLE 8**

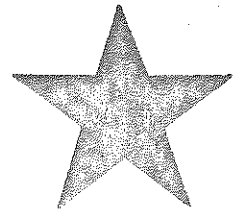
**COURT OF JURISDICTION**

That, if the Town and JWD cannot resolve any outstanding claims, counter-claims, disputes, and other matters in question arising out of or relating to this Agreement, then resolution of said disputes shall be decided by a court of competent jurisdiction in Nassau County, New York.

**ARTICLE 9**

**INDEMNIFICATION**

Each party shall generally be responsible for its own acts and omissions, and each party will be responsible for all civil liability that may arise out its own performance of this Agreement. To the maximum extent allowable by law, JWD shall defend, indemnify, and hold harmless the Town and all of its officers, agents and employees, from and against any civil liability arising out of any act or omission of JWD; and likewise to the maximum extent allowable by law, the Town shall defend, indemnify, and hold harmless JWD and all of its



officers, agents and employees, from and against any civil liability arising out of any act or omission of Town.

**ARTICLE 10**  
**MISCELLANEOUS CLAUSES**

**Third-Party Beneficiaries:** It is the intent of the parties hereto that there shall be no third-party beneficiaries to this Agreement.

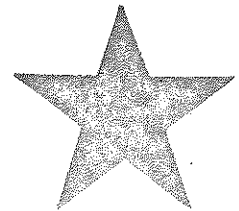
**Final Integration:** This Agreement together with any amendments constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. In the event of a direct conflict between the provisions hereof and any prior agreement or amendment, the latter shall supersede the former. All written or oral understandings and agreements heretofore had between and among the parties are merged into this Agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.

**Force Majeure:** Neither party to this Agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts, pandemic or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

**Amendment in Writing:** This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

**Binding Effect:** This Agreement shall bind the parties and their respective personal representatives, heirs, next of kin, legatees, distributees, successors, and assigns. If any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**Captions:** The captions of this Agreement are for convenience and reference only, are not a part of this Agreement, and in no way define, describe, extend, or limit the scope or



intent of this Agreement.

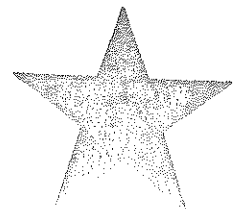
**Construction:** This Agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

**Insurance:** The Town shall proceed on a self-insured basis and shall provide proof, acceptable to JWD of self-funded coverage. JWD and all independent contractors associated with the Project shall provide proof of insurance, including but not limited to, Comprehensive General Liability Insurance, in amounts, per occurrence, of not less than \$1,000,000.00 bodily injury, \$2,000,000.00 general aggregate, Worker's Compensation Insurance and Commercial Automobile Liability Insurance in amount per occurrence of \$500,000.00 and Property Damage Insurance in the amount per occurrence of \$500,000.00 and any other insurance required by law. The Town shall be named as additional insured accompanied by endorsement (Form# CG 20 10 11/85 or equivalent) issued by the insurance carrier for each policy obtained by JWD and any independent contractor associated with the Project.

**Prohibition on Assignment and Delegation:** No party to this Agreement may assign or delegate its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall, in any manner whatsoever, relieve any party from its obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable hereunder irrespective of such assignment or delegation.

**Waiver:** Non-enforcement of any provision of this Agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



**Agreement Date/Counterparts:** The date of this Agreement is intended as and for a date for the convenient identification of this Agreement and is not intended to indicate that this Agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

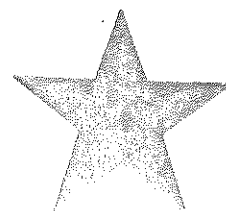
**IN WITNESS WHEREOF**, the parties hereto have executed this Inter-municipal Agreement the day and year first written above.

**TOWN OF OYSTER BAY**

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

**JERICHO WATER DISTRICT**

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



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

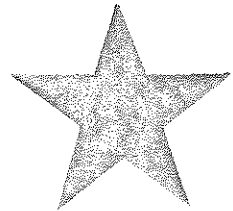
On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2024, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the Supervisor, whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF SUFFOLK )

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2024, before me, the undersigned, personally appeared \_\_\_\_\_, \_\_\_\_\_, Jericho Water District, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC



Meeting of April 9, 2024

Resolution No. 310-2024

WHEREAS, a recent study was conducted, with recommendations provided to the Town regarding golf courses, zoning and development within the Town of Oyster Bay; and

WHEREAS, Frank M. Scalera, Town Attorney, and Jeffrey Lesser, Deputy Town Attorney, by memorandum dated April 4, 2024, have advised that the Office of Town Attorney sought proposals from qualified law firms pursuant to a Request for Proposals ("RFP") to serve as counsel to the Town in regard to legal issues of land use, zoning and future development, following the aforementioned study and recommendations; and

WHEREAS, the aforementioned memorandum advised that RFP was sent by e-mail to three (3) firms that the Office of Town Attorney reasonably believed to have the requisite experience necessary to address these issues, and was placed on the Town website, resulting in the receipt of five (5) responses prior to the deadline for submissions; and

WHEREAS, the Office of Town Attorney, following review of the responses in accordance with the terms of the Town's Procurement Policy, recommended that the Town Board authorize the retention of Berkman, Henoch, Peterson & Peddy, P.C., 100 Garden City Plaza, Garden City, NY, to provide counsel to the Town for the aforementioned legal issues, in an amount not to exceed \$20,000.00, with funds available in account OTA A 1420 44110 000 0000; and

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

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth are accepted, and the Office of the Town Attorney is hereby authorized to retain Berkman, Henoch, Peterson & Peddy, P.C., 100 Garden City Plaza, Garden City, NY, to provide counsel to the Town in connection with the aforementioned legal issues of land use, zoning and future development; and be it further

RESOLVED, That the Office of the Comptroller is hereby authorized and directed to make payment, in an amount not to exceed \$20,000.00 per year, upon submission of a duly certified claim, after audit, from funds available in account OTA A 1420 44110 000.

-#-

*Jack*  
Reviewed By  
Office of Town Attorney

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

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

Town of Oyster Bay  
Inter-Departmental Memo

**TO** : Memorandum Docket  
**FROM** : Office of the Town Attorney  
**DATE** : April 4, 2024  
**SUBJECT**: Retention of Counsel as to Land Use, Zoning and Development

---

On March 18, 2024, this Office sought proposals from qualified law firms to serve as counsel to the Town in regard to legal issues of land use, zoning and future development, following a recent study and recommendations to the Town as to golf courses within the Town of Oyster Bay. These issues include, but are not limited to, compliance with the State Environmental Quality Review Act ("SEQR").

An RFP was sent by e-mail to three (3) firms that this Office reasonably believed to have the requisite experience necessary to address these issues. The RFP was also placed on the Town website.


In response, five (5) proposals were received prior to the deadline for submissions. A careful review was conducted by members of this Office. Following such review, which was conducted in compliance with Guideline 5 and 9 of the Procurement Policy, this Office recommends that the firm of Berkman, Henoch, Peterson & Peddy, P.C., 100 Garden City Plaza, Garden City, NY be retained to provide counsel to the Town and recommends that the Town Board authorize the retention of Berkman, Henoch, Peterson & Peddy, P.C., to provide counsel to the Town for the aforementioned legal issues.

For the services provided, the legal rate to be charged is \$300.00/hr. for Attorneys and \$90.00/hr. for Paralegals.

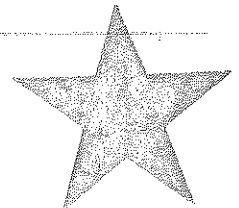
The proposed vendor's disclosure questionnaire has been reviewed and has satisfied the Town's Procurement Policy. Funds for such services, in an amount not to exceed \$20,000.00, is available in Account No. OTA A 1420 441 10 000 0000.

Kindly suspend the rules and place this matter on the April 9, 2024 Town Board Action Calendar.

FRANK M. SCALERA  
TOWN ATTORNEY

  
Jeffrey Lesser  
Deputy Town Attorney

JAL:jl  
Attachment



*Paul*  
Reviewed By  
Office of Town Attorney

WHEREAS, a recent study was conducted, with recommendations provided to the Town regarding golf courses, zoning and development within the Town of Oyster Bay; and

WHEREAS, Frank M. Scalera, Town Attorney, and Jeffrey Lesser, Deputy Town Attorney, by memorandum dated April 4, 2024, have advised that the Office of Town Attorney sought proposals from qualified law firms pursuant to a Request for Proposals ("RFP") to serve as counsel to the Town in regard to legal issues of land use, zoning and future development, following the aforementioned study and recommendations; and

WHEREAS, the aforementioned memorandum advised that RFP was sent by e-mail to three (3) firms that the Office of Town Attorney reasonably believed to have the requisite experience necessary to address these issues, and was placed on the Town website, resulting in the receipt of five (5) responses prior to the deadline for submissions; and

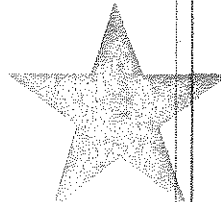
WHEREAS, the Office of Town Attorney, following review of the responses in accordance with the terms of the Town's Procurement Policy, recommended that the Town Board authorize the retention of Berkman, Henoch, Peterson & Peddy, P.C., 100 Garden City Plaza, Garden City, NY, to provide counsel to the Town for the aforementioned legal issues, in an amount not to exceed \$20,000.00, with funds available in account OTA A 1420 44110 000 0000; and

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

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth are accepted, and the Office of the Town Attorney is hereby authorized to retain Berkman, Henoch, Peterson & Peddy, P.C., 100 Garden City Plaza, Garden City, NY, to provide counsel to the Town in connection with the aforementioned legal issues of land use, zoning and future development; and be it further

RESOLVED, That the Office of the Comptroller is hereby authorized and directed to make payment, in an amount not to exceed \$20,000.00 per year, upon submission of a duly certified claim, after audit, from funds available in account OTA A 1420 44110 000.

-#-





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

WHEREAS, Justin McCaffrey, Commissioner, Department of Public Safety, advised the Office of the Town Attorney that in order for the Department's EMTs to provide medical care at the EMT level of care at our facilities, summer camps, pools, beaches, and Town sponsored events, the Town must have an agreement in place with an EMS transporting agency, and that execution of the accompanying Agreement between the Town and the Nassau County Police Department Emergency Ambulance Bureau ("NCPD EAB"), would allow a Town EMT to provide an elevated level of medical care at one of our facilities, while the Town contacts the NCPD EAB, and if deemed necessary, NCPD EAB would transport the injured/sick person to the hospital; and

WHEREAS, Commissioner McCaffrey further advised that an Agreement is necessary for the Town to proceed with its efforts to be recognized by the New York State Health Department as a non-transporting EMS agency, which would allow the Town to provide a higher level of immediate care to an injured/sick person at Town facilities, summer camps, pools, beaches, and Town sponsored events, and would provide other benefits as well, including allowing the Town to send its employees for EMT training provided by the New York State at zero cost to the Town; and

WHEREAS, Frank M. Scalera, Town Attorney, and Elizabeth A. Faughnan, Deputy Town Attorney, by memorandum dated April 4, 2024, recommended and requested that the Town Board authorize the Supervisor, or his designee, to execute an agreement between the Town and the Nassau County Police Department Emergency Ambulance Bureau ("NCPD EAB"),

NOW, THEREFORE, BE IT RESOLVED, That the recommendation and request as hereinabove set forth are accepted and approved, and the Supervisor, or his designee, is hereby authorized to execute an agreement between the Town and the Nassau County Police Department Emergency Ambulance Bureau ("NCPD EAB"), to allow a Town EMT to provide an elevated level of medical care at one of our facilities, and if deemed necessary, NCPD EAB would transport the injured/sick person to the hospital.

#

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

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

Town of Oyster Bay  
Inter-Departmental Memo

**TO:** MEMORANDUM DOCKET  
**FROM:** OFFICE OF THE TOWN ATTORNEY  
**DATE:** April 4, 2024  
**SUBJECT:** EMS Agency Participation Agreement with Nassau County Police Department  
Emergency Ambulance Bureau

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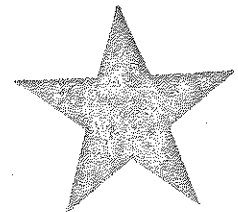
Justin McCaffrey, Commissioner, Department of Public Safety, advised this Office that in order for the Department's EMTs to provide medical care at the EMT level of care at our facilities, summer camps, pools, beaches, and Town sponsored events, the Town must have an agreement in place with an EMS transporting agency. The attached proposed Agreement between the Town and the Nassau County Police Department Emergency Ambulance Bureau ("NCPD EAB"), would allow a Town EMT to provide an elevated level of medical care at one of our facilities, while the Town contacts the NCPD EAB, and if deemed necessary, NCPD EAB would transport the injured/sick person to the hospital. Such an Agreement is one of the requirements in order for the Town to proceed with its efforts to be recognized by the New York State Health Department as a non-transporting EMS agency. Currently the Town is only allowed to provide First Aid. Commissioner McCaffrey further advised this Office that designation as a non-transporting EMS agency would also allow the Town to send its employees for EMT training provided by the New York State at zero cost to the Town.

This Office recommends and requests that the Town Board authorize the Supervisor or his designee to execute the attached EMS Agency Participation and Hold Harmless Agreements with Nassau County Police Department as negotiated by the Office of the Town Attorney. Kindly suspend the rules, and place this matter on the Town Board action calendar for Tuesday, April 9, 2024.

FRANK M. SCALERA  
TOWN ATTORNEY

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

EAF:eaf  
Attachment



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

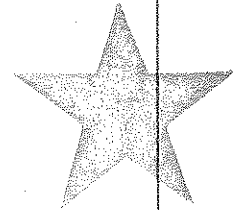
WHEREAS, Justin McCaffrey, Commissioner, Department of Public Safety, advised the Office of the Town Attorney that in order for the Department's EMTs to provide medical care at the EMT level of care at our facilities, summer camps, pools, beaches, and Town sponsored events, the Town must have an agreement in place with an EMS transporting agency, and that execution of the accompanying Agreement between the Town and the Nassau County Police Department Emergency Ambulance Bureau ("NCPD EAB"), would allow a Town EMT to provide an elevated level of medical care at one of our facilities, while the Town contacts the NCPD EAB, and if deemed necessary, NCPD EAB would transport the injured/sick person to the hospital; and

WHEREAS, Commissioner McCaffrey further advised that an Agreement is necessary for the Town to proceed with its efforts to be recognized by the New York State Health Department as a non-transporting EMS agency, which would allow the Town to provide a higher level of immediate care to an injured/sick person at Town facilities, summer camps, pools, beaches, and Town sponsored events, and would provide other benefits as well, including allowing the Town to send its employees for EMT training provided by the New York State at zero cost to the Town; and

WHEREAS, Frank M. Scalera, Town Attorney, and Elizabeth A. Faughnan, Deputy Town Attorney, by memorandum dated April 4, 2024, recommended and requested that the Town Board authorize the Supervisor, or his designee, to execute an agreement between the Town and the Nassau County Police Department Emergency Ambulance Bureau ("NCPD EAB"),

NOW, THEREFORE, BE IT RESOLVED, That the recommendation and request as hereinabove set forth are accepted and approved, and the Supervisor, or his designee, is hereby authorized to execute an agreement between the Town and the Nassau County Police Department Emergency Ambulance Bureau ("NCPD EAB"), to allow a Town EMT to provide an elevated level of medical care at one of our facilities, and if deemed necessary, NCPD EAB would transport the injured/sick person to the hospital.

#



# EMS Agency Participation Agreement

## Purpose:

In recognition that The Nassau County Police Department, Emergency Ambulance Bureau (herein after referred to as NCPD) is a duly authorized Ambulance Service, Certified by the New York State Department of Health (NYSDOH), and providing ambulance service to territory established under Article 30/30A of Public Health Law (A30 PHL), which includes in whole or in part the response area of The Town of Oyster Bay Department of Public Safety (herein after referred to as TOBDPS) in the Town of Oyster Bay, County of Nassau.

And also, in recognition that TOBDPS is a Basic Life Support First Response (BLSFR) agency specifically authorized by its governing municipality to provide EMS and having applied to NYSDOH for an EMS agency identity code;

The following agreement is hereby entered into for the purpose of ensuring rapid effective response, appropriate patient care and the delivery of persons in need of medical care to appropriate medical facilities, through the cooperative efforts of the organizations consenting to this agreement.

This agreement shall take effect upon the date of endorsement indicated below and shall be renewed annually by the Chief Operating Officers (COOs) of each organization. Alterations or amendments to this agreement may be made at any time by written consensus and re-execution of this agreement. No portion of this agreement shall hold precedence or preempt the authority of any valid contract for EMS or ambulance services executed between either party and any local governing municipality having jurisdiction.

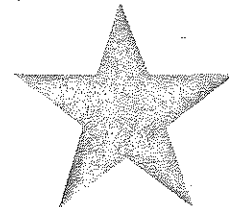
## Terms of Agreement

### NCPD and TOBDPS shall:

- Provide for the identification of its prehospital certified members by badge, ID card, uniform or other visible identification to insure rapid recognition of certified responders and their authorized level of provider care and authorizing agency.
- Participate in QA/QI review of all responses for which a patient contact occurred. And further to resolve any identified patient care issues through training, remediation, discipline or protocol review as appropriate to insure continued effective patient care and compliance with state and regional patient care protocols.
- Participate with any Mutual Aid Response agency, dispatched or responding in place of either NCPD or TOBDPS due to the unavailability of either service, holding to the same participation standard and expectations stated in this agreement.
- Adhere to applicable state and regional policies, procedures and patient care protocols.
- Resolve member participation issues through cooperative discussion between the COOs of each organization promptly upon notice of any instance or circumstance which impairs the cooperative intent of this agreement or which compromises in any way the delivery of appropriate patient care.
- Provide notification in advance of training, drills and educational opportunities sponsored by either agency, at which members may obtain, renew or refresh EMS certification or rescue/responder skills.

### NCPD shall:

- Respond whenever possible to any medical emergency, standby or other public need as determined by county 911 dispatch and provide prehospital medical care and patient transport in fulfillment of its operating authority under Article 30/30A of Public Health Law (A30 PHL).
- Remain an active participant in the {Name of County} County Mutual Aid and MCI/Disaster Plan such that all Medical Emergencies shall be responded to either by {XXX} or another ambulance service providing Mutual Aid Response.



- Accept any patient presented for transport, to which TOBDPS provides initial BLS care, to insure timely transport of such patient(s) to an appropriate Article 28 designated facility or hospital.
- Accept Prehospital Care Reports (PCRs) turned over to NCPD by TOBDPS that document the findings and care provided to patients(s) treated by TOBDPS.
- Replenish such disposable medical items or supplies used by TOBDPS on calls for which NCPD was the transporting agency, the list of such replenishable items to be agreed upon in writing by the COOs of each organization.

**TOBDPS shall:**

- Respond whenever possible to any medical emergency, standby or other public need as determined by county 911 dispatch and provide prehospital medical care at the Basic Life Support (with Defibrillation or PAD) Level of care, within the TOBDPS response area.
- Report to 911 dispatch the condition and number of patients found at any incident to facilitate the preparedness and appropriate response by NCPD crews and responding vehicles.
- Not cease the provision of patient care and/or monitoring until such care is turned over to another qualified/certified care provider, once patient care has been initiated.
- Turn over for treatment and transport to NCPD any patient to which TOBDPS provides initial BLS (and/or Defib/PAD) prehospital care.
- Ensure that the prehospital care provider in charge of patient care will at all times be the TOBDPS responder with the highest level of certification on scene, until such time as NCPD arrives at the incident and patient care is turned over to the NCPD member responsible for the call.
- Participate in ICS / Unified Command for incidents requiring ongoing incident management.
- Adhere to NYS DOH Policies regarding BLSFR Agencies (#06-04) and Responsibilities of EMS Providers to coordinate EMS Resources (#98-05)
- Maintain a list of supplies, equipment and authorized response vehicles as identified in DOH Policy #06-04.

This Agreement is entered into this \_\_\_\_\_ Day of \_\_\_\_\_, 2024

Signed,

For NCPD: \_\_\_\_\_ Chief Operating Officer

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

For TOBDPS: \_\_\_\_\_ Chief Operating Officer

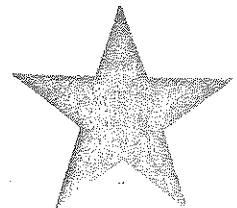
Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Witnessed: \_\_\_\_\_

Printed Name and Affiliation: \_\_\_\_\_

**Copy Distribution shall be:**

- 1 copy to each Organization's Records Officer or Chief Operating Officer
- 1 copy to Nassau County 911 Dispatch Center
- 1 copy to Nassau County EMS Coordinator
- 1 copy to New York State Dept of Health



# ADDENDUM

By and between The Nassau County Police Department, Emergency Ambulance Bureau and The Town of Oyster Bay Department of Public Safety.

**Hold Harmless:** The Nassau County Police Department, Emergency Ambulance Bureau shall indemnify and hold harmless The Town of Oyster Bay Department of Public Safety, its Officers and employees, from any and all claims or causes of action against The Town of Oyster Bay Department of Public Safety arising out of any act or failure to act by the Nassau County Police Department, Emergency Ambulance Bureau, its Officers, employees, or anyone affiliated with the Nassau County Police Department, Emergency Ambulance Bureau pursuant to this Agreement.

The Town of Oyster Bay Department of Public Safety shall indemnify and hold harmless The Nassau County Police Department, Emergency Ambulance Bureau, its Officers and employees, from any and all claims or causes of action against the Nassau County Police Department, Emergency Ambulance Bureau arising out of any act or failure to act by The Town of Oyster Bay Department of Public Safety, its Officers, employees, or anyone affiliated with The Town of Oyster Bay Department of Public Safety pursuant to this Agreement.

**Force Majeure:** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to, Acts of God, Government restrictions (including, but not limited to, road closures, disruptions in telephone service attributable to the telephone company, and/or other preventative act(s) by a third party), or any other act that is beyond the reasonable control of the party whose performance is affected.

**Partial Invalidity:** If any term, part, provision, section, or paragraph of this Agreement shall be held unconstitutional, invalid, or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, or paragraphs thereof.

**Modifications:** This Agreement may only be modified by a formal written amendment executed by the Town of Oyster Bay Department of Public Safety and the Nassau County Police Department, Emergency Ambulance Bureau.

**Agreement Rights:** This Agreement is solely between the Town of Oyster Bay Department of Public Safety and the Nassau County Police Department, Emergency Ambulance Bureau and shall not provide contractual or any other rights enforceable by any other persons.

**Assignment/Subcontract:** This Agreement shall be exclusive to each party and shall not, without the prior written consent of the other party, be assigned or delegated to any other individual, company, or entity, including any subsidiary of, or company related to, said party.

This Agreement is entered into this \_\_\_\_\_ Day of \_\_\_\_\_, 202 \_\_\_\_\_

**Nassau County Police Department  
Emergency Ambulance Bureau**

**Town of Oyster Bay  
Department of Public Safety**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

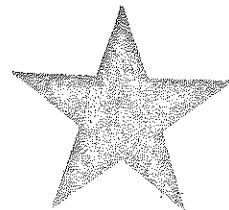
Name: \_\_\_\_\_

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

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

Copy Distribution shall be:

- 1 copy to each organization files
- 1 copy to Nassau County 911 Dispatch Center
- 1 copy to Nassau County EMS Coordinator
- 1 copy to New York State Dept of Health



WHEREAS, Chief Stuart Cameron, Old Westbury Police Department, by letter dated March 15, 2024, requested to enter into an Inter-Municipal Agreement with the Town, granting the Incorporated Village of Old Westbury permission to fuel the Village's vehicles, including vehicles used by the Old Westbury Police Department, at the Town of Oyster Bay's refueling stations; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, requested that the Office of the Town Attorney prepare an Inter-Municipal Agreement with the Incorporated Village of Old Westbury, granting the Village permission to fuel the Village's vehicles, including vehicles used by the Old Westbury Police Department, at the Town of Oyster Bay's refueling stations, for the period April 15, 2024 through July 31, 2029; and

WHEREAS, Frank M. Scalera, Town Attorney, and Elizabeth A. Faughnan, Deputy Town Attorney, by memorandum dated April 4, 2024, recommended and requested that the Town Board authorize the Supervisor, or his designee, to execute an agreement between the Town and the Incorporated Village of Old Westbury allowing said Village to purchase fuel for its vehicles by allowing Village vehicles, including vehicles used by the Old Westbury Police Department, to refuel at the Town of Oyster Bay's various refueling stations, for the period, from April 15, 2024 through and including July 31, 2029,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation and request as hereinabove set forth are accepted and approved, and the Supervisor, or his designee, is hereby authorized to execute an agreement between the Town and the Incorporated Village of Old Westbury allowing said Village to purchase fuel for its vehicles by allowing Village vehicles, including vehicles used by the Old Westbury Police Department, to refuel at the Town of Oyster Bay's various refueling stations, for the period, from April 15, 2024 through and including July 31, 2029.

#

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

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

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

312

Town of Oyster Bay  
Inter-Departmental Memo

**TO:** MEMORANDUM DOCKET

**FROM:** OFFICE OF THE TOWN ATTORNEY

**DATE:** April 4, 2024

**SUBJECT:** Inter-Municipal Agreement with Incorporated Village of Old Westbury for the Old Westbury Police Department's Use of the Town's Fueling Stations

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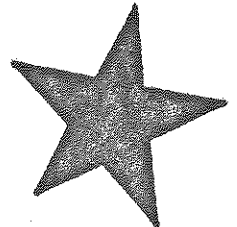
Stuart Cameron, Chief of Police, Old Westbury Police Department, by letter dated March 15, 2024, requested to enter into an Inter-Municipal Agreement with the Town, granting the Incorporated Village of Old Westbury permission to fuel the Village's vehicles, including vehicles used by the Old Westbury Police Department, at the Town of Oyster Bay's refueling stations. Richard W. Lenz, P.E., Commissioner, Department of Public Works, requested that the Office of the Town Attorney prepare an Inter-Municipal Agreement with the Village of Muttontown for the period, April 15, 2024 through July 31, 2029.

This Office recommends and requests that the Town Board authorize the Supervisor or his designee to execute the attached Inter-Municipal Agreement with the Incorporated Village of Old Westbury, authorizing the Village to fuel the Village's vehicles, including vehicles used by the Old Westbury Police Department. Kindly suspend the rules, and place this matter on the Town Board action calendar for Tuesday, April 9, 2024.

FRANK M. SCALERA  
TOWN ATTORNEY

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

BAF:caf  
File GS 1458A  
Attachment





*Not*  
Reviewed By  
Office of Town Attorney  
*Elizabeth A. Faughnan*

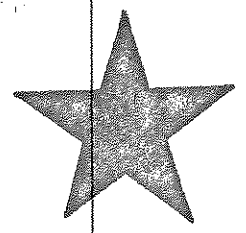
WHEREAS, Chief Stuart Cameron, Old Westbury Police Department, by letter dated March 15, 2024, requested to enter into an Inter-Municipal Agreement with the Town, granting the Incorporated Village of Old Westbury permission to fuel the Village's vehicles, including vehicles used by the Old Westbury Police Department, at the Town of Oyster Bay's refueling stations; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, requested that the Office of the Town Attorney prepare an Inter-Municipal Agreement with the Incorporated Village of Old Westbury, granting the Village permission to fuel the Village's vehicles, including vehicles used by the Old Westbury Police Department, at the Town of Oyster Bay's refueling stations, for the period April 15, 2024 through July 31, 2029; and

WHEREAS, Frank M. Scalera, Town Attorney, and Elizabeth A. Faughnan, Deputy Town Attorney, by memorandum dated April 4, 2024, recommended and requested that the Town Board authorize the Supervisor, or his designee, to execute an agreement between the Town and the Incorporated Village of Old Westbury allowing said Village to purchase fuel for its vehicles by allowing Village vehicles, including vehicles used by the Old Westbury Police Department, to refuel at the Town of Oyster Bay's various refueling stations, for the period, from April 15, 2024 through and including July 31, 2029,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation and request as hereinabove set forth are accepted and approved, and the Supervisor, or his designee, is hereby authorized to execute an agreement between the Town and the Incorporated Village of Old Westbury allowing said Village to purchase fuel for its vehicles by allowing Village vehicles, including vehicles used by the Old Westbury Police Department, to refuel at the Town of Oyster Bay's various refueling stations, for the period, from April 15, 2024 through and including July 31, 2029.

#



**Old Westbury Police Department**

1 STORE HILL ROAD

P.O. BOX 290

OLD WESTBURY, NEW YORK 11568-0290

(516) 626-0200

FAX (516) 626-8380

CHIEF OF POLICE  
STUART CAMERON

~~EF~~  
BF

March 15, 2024

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

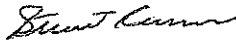
Dear Supervisor Saladino,

It was great to see you recently at the parade in Bethpage. This letter is to formally request that the Old Westbury Police Department be entered into the inter-municipal agreement for fuel service. I spoke with Justin McCaffrey and he directed me to reach out to you with our request.

I appreciate your time on this matter and I always appreciate your support of law enforcement.

If you have any questions for me, please do not hesitate to contact me. I can be reached at 516-626-0200 or 516-626-0464.

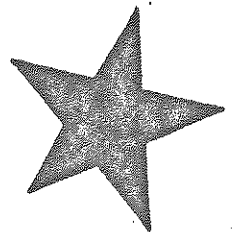
Sincerely,



Stuart Cameron  
Chief of Police

SC:kd

Cc: Town of Oyster Bay Attorney Frank Scalera



AGREEMENT

Dated: \_\_\_\_\_, 2024

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

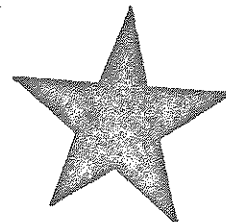
THE INCORPORATED VILLAGE OF OLD WESTBURY, a municipal corporation, having its principal business address at 1 Store Hill Road, Old Westbury, NY 11568, hereinafter referred to as the "VILLAGE".

WITNESSETH:

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

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

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



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

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

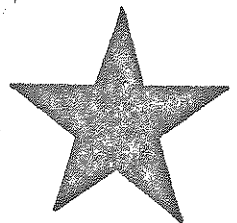
3. The TOWN will tally the monthly fuel usage by VILLAGE VEHICLES at the FACILITIES, and submit an invoice to the VILLAGE for total gallons used and total cost. Cost shall be computed utilizing the same price per gallon paid by the TOWN. Billing is to be done by the TOWN's Office of the Comptroller on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

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

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

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

7. The VILLAGE agrees to procure and maintain from an insurance company authorized to do business in the State of New York, and keep in force during the term of this Agreement, a policy of comprehensive general liability insurance on which the VILLAGE and the



TOWN are each named insured, with a policy or policies providing \$1,000,000.00 per occurrence/ \$2,000,000.00 in the aggregate/ \$500,000.00 property damage.

8. The VILLAGE agrees to defend and indemnify the TOWN against any claims, demands, causes of action, and judgments for damages arising from any of the rights or obligations arising under this Agreement. This clause shall not be construed to negate, abridge, or otherwise reduce any other obligation of defense or indemnity which would otherwise exist to defend the TOWN.

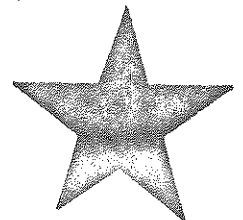
9. This agreement may be terminated as follows:

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

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

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

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

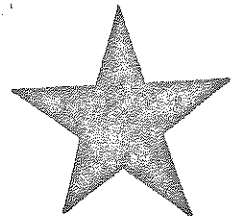


12. Neither this Agreement nor any provision thereof shall be amended, modified, or deemed modified, except by a subsequent agreement executed by both parties. Any waiver by either party of any provision of this Agreement or of any right or option hereunder shall not be deemed a continuing waiver, and shall not prevent or stop such party from thereafter enforcing such provision, right or option. The failure of either party to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Agreement by the other party shall not be construed as a waiver or relinquishment for the future of any such term or provision, but the same shall continue in full force and effect.

13. This Agreement is dated as of the date above first-written, and is effective as of April 15, 2024. The Term of the Agreement shall commence on April 15, 2024, and shall terminate July 31, 2029, unless otherwise terminated pursuant to the terms of this Agreement.

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

(Balance of page left intentionally blank.)



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

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

TOWN OF OYSTER BAY

Reviewed by:

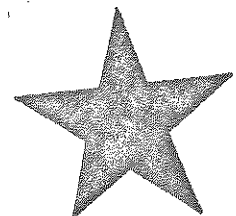
BY: \_\_\_\_\_  
Supervisor

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

INCORPORATED VILLAGE OF OLD WESTBURY

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

*Inter-Municipal Agreement between the Town of Oyster Bay and the Incorporated Village of Old Westbury  
for use of the Town's fueling stations for the period April 15, 2024 – July 31, 2029*



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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me personally came and appeared \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he is the \_\_\_\_\_ of the Town of Oyster Bay, the municipal corporation described herein and which executed the foregoing instrument; that this agreement was authorized by order of the Town Board of said corporation, that by virtue of the authority conferred on him by law, he subscribed his name to the foregoing instrument and that he executed the same for the purpose therein mentioned.

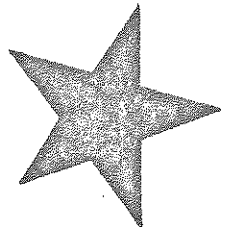
\_\_\_\_\_  
Notary Public

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me personally came and appeared \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he/ is the \_\_\_\_\_ of the INCORPORATED VILLAGE OF OLD WESTBURY, the municipal corporation, described herein and which executed the foregoing instrument; that this agreement was authorized by order of the Board of said VILLAGE, that by virtue of the authority conferred on him/her by law, he/she subscribed his/her name to the foregoing instrument and that he/she executed the same for the purpose therein mentioned.

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

*Inter-Municipal Agreement between the Town of Oyster Bay and the Incorporated Village of Old Westbury  
for use of the Town's fueling stations for the period April 15, 2024 – July 31, 2029*





WHEREAS, Frank M. Scalera, Town Attorney, and Anthony C. Curcio, Deputy Town Attorney, by memorandum dated April 5, 2024, advised that pursuant Resolution No. 91-2024, adopted on February 27, 2024, the Town Board extended the existing license agreement ("License Agreement") with Tiki Joe's Ocean Breeze LLC ("Tiki Joe's") for the operation of a food and beverage concession service at TOBAY Beach and Marina, for the first, five (5) year period, from May 13, 2024 through and including May 13, 2029; and

WHEREAS, Messrs. Scalera and Curcio, by said memorandum, further advised that the Town and Tiki Joe's have agreed to amend paragraph 44 of the "Future Capital Improvements" provision of the License Agreement as follows:

Reviewed By  
Office of Town Attorney

44. "The CONCESSIONAIRE shall make additional improvements to the FACILITIES during the extended term of May 13, 2024 through and including May 13, 2029 ("Term"), at a total cost of EIGHTY THOUSAND and 00/100 (\$80,000.00) DOLLARS, with no setoff from the Concession Fee payment to the TOWN, in capital improvements and tangible fixed assets in the manner provided in subsection (a) herein, provided that any capital improvements or tangible fixed assets must be approved by the COMMISSIONER or his designee prior to the commencement of any work/purchase. Any improvements to the FACILITIES made under this Paragraph shall be in the form of either capital improvements or tangible fixed assets, which may include furniture, fixtures and equipment, which would remain and become the property of the TOWN upon termination of this License Agreement. Not less than 60% of the required improvements shall be capital improvements, provided that any capital improvements must be approved as capital by the TOWN Comptroller and the remainder being in the form of tangible fixed assets. The aforementioned improvements shall be performed with at least 33% performed in year one (1) of the TERM, a total of 66% performed in years one (1) and two (2) of the TERM, with all improvements required under this Paragraph performed by the end of year three (3) of the TERM"; and

WHEREAS, Messrs. Scalera and Curcio, by said memorandum, recommended and requested that the Town Board authorize the amendment to the License Agreement with Tiki Joe's,

NOW, THEREFORE BE IT RESOLVED, That the recommendation and request as hereinabove set forth are hereby accepted and approved, and that the License Agreement with Tiki Joe's is hereby amended; and be it further

RESOLVED, That the existing License Agreement shall be amended consistent with this resolution.

-#-

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

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

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# Town of Oyster Bay Inter-Departmental Memo

**TO :** MEMORANDUM DOCKET

**FROM :** Office of the Town Attorney

**DATE :** April 5, 2024

**SUBJECT:** Amendment to License Agreement - Tiki Joe's Ocean Breeze LLC

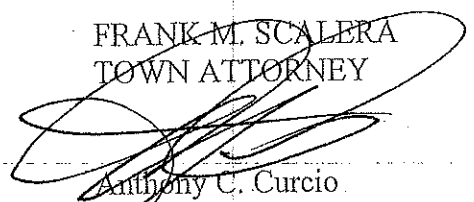
By Resolution No. 91-2024, adopted on February 27, 2024, the Town Board extended the existing license agreement ("License Agreement") with Tiki Joe's Ocean Breeze LLC ("Tiki Joe's") for the operation of a food and beverage concession service at TOBAY Beach and Marina, for the first, five (5) year period, from May 13, 2024 through and including May 13, 2029.

Subsequent to this extension, the Town and Tiki Joe's have agreed to amend Paragraph 44 of the "Future Capital Improvements" provision of the License Agreement as follows:

44. "The CONCESSIONAIRE shall make additional improvements to the FACILITIES during the extended term of May 13, 2024 through and including May 13, 2029 ("Term"), at a total cost of EIGHTY THOUSAND and 00/100 (\$80,000.00) DOLLARS, with no setoff from the Concession Fee payment to the TOWN, in capital improvements and tangible fixed assets in the manner provided in subsection (a) herein, provided that any capital improvements or tangible fixed assets must be approved by the COMMISSIONER or his designee prior to the commencement of any work/purchase. Any improvements to the FACILITIES made under this Paragraph shall be in the form of either capital improvements or tangible fixed assets, which may include furniture, fixtures and equipment, which would remain and become the property of the TOWN upon termination of this License Agreement. Not less than 60% of the required improvements shall be capital improvements, provided that any capital improvements must be approved as capital by the TOWN Comptroller and the remainder being in the form of tangible fixed assets. The aforementioned improvements shall be performed with at least 33% performed in year one (1) of the TERM, a total of 66% performed in years one (1) and two (2) of the TERM, with all improvements required under this Paragraph performed by the end of year three (3) of the TERM."

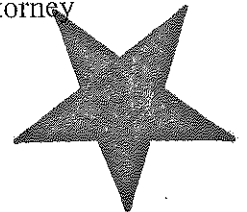
Kindly suspend the rules and place the attached proposed resolution regarding the foregoing matters on the April 9, 2024 Town Board action calendar. This Office requests and recommends that the Town Board authorize the amendment to the License Agreement with Tiki Joe's.

FRANK M. SCALERA  
TOWN ATTORNEY



Anthony C. Curcio  
Deputy Town Attorney

ACC:acc  
Attachment



WHEREAS, Frank M. Scalera, Town Attorney, and Anthony C. Curcio, Deputy Town Attorney, by memorandum dated April 5, 2024, advised that pursuant Resolution No. 91-2024, adopted on February 27, 2024, the Town Board extended the existing license agreement ("License Agreement") with Tiki Joe's Ocean Breeze LLC ("Tiki Joe's") for the operation of a food and beverage concession service at TOBAY Beach and Marina, for the first, five (5) year period, from May 13, 2024 through and including May 13, 2029; and

WHEREAS, Messrs. Scalera and Curcio, by said memorandum, further advised that the Town and Tiki Joe's have agreed to amend paragraph 44 of the "Future Capital Improvements" provision of the License Agreement as follows:

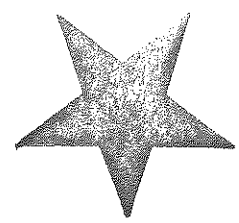
44. "The CONCESSIONAIRE shall make additional improvements to the FACILITIES during the extended term of May 13, 2024 through and including May 13, 2029 ("Term"), at a total cost of EIGHTY THOUSAND and 00/100 (\$80,000.00) DOLLARS, with no setoff from the Concession Fee payment to the TOWN, in capital improvements and tangible fixed assets in the manner provided in subsection (a) herein, provided that any capital improvements or tangible fixed assets must be approved by the COMMISSIONER or his designee prior to the commencement of any work/purchase. Any improvements to the FACILITIES made under this Paragraph shall be in the form of either capital improvements or tangible fixed assets, which may include furniture, fixtures and equipment, which would remain and become the property of the TOWN upon termination of this License Agreement. Not less than 60% of the required improvements shall be capital improvements, provided that any capital improvements must be approved as capital by the TOWN Comptroller and the remainder being in the form of tangible fixed assets. The aforementioned improvements shall be performed with at least 33% performed in year one (1) of the TERM, a total of 66% performed in years one (1) and two (2) of the TERM, with all improvements required under this Paragraph performed by the end of year three (3) of the TERM"; and

WHEREAS, Messrs. Scalera and Curcio, by said memorandum, recommended and requested that the Town Board authorize the amendment to the License Agreement with Tiki Joe's,

NOW, THEREFORE BE IT RESOLVED, That the recommendation and request as hereinabove set forth are hereby accepted and approved, and that the License Agreement with Tiki Joe's is hereby amended; and be it further

RESOLVED, That the existing License Agreement shall be amended consistent with this resolution.

-#-



Reviewed By  
Office of Town Attorney

Reviewed By  
Office of Town Attorney  
*Domenica Wolfe*

WHEREAS, pursuant to Section 1174-a of the New York State Vehicle and Traffic Law ("NYS VTL"), the governing body of a New York county, city, town or village is authorized and empowered to adopt and amend a local law or ordinance establishing a demonstration program imposing monetary liability on the owner of a vehicle for failure of an operator thereof to comply with Section 1174 of the NYS VTL when meeting a school bus marked and equipped as provided in subdivisions twenty and twenty-one-c of Section 375 of the NYS VTL and operated in such county, city, town or village, in accordance with the provisions of such Section 1174-a; and

WHEREAS, on August 6, 2019, the Governor of the State of New York signed into law amendments to the NYS VTL that authorize a New York county, city, town or village, upon adoption of a local law or ordinance, to install and operate photo violation monitoring systems on school buses for the purpose of recording vehicles who pass stopped school buses in violation of Section 1174-a of NYS VTL; and

WHEREAS, pursuant to and, in accordance with, such Section 1174-a of the NYS VTL, the Town of Oyster Bay by Resolution No. 452-2023 on June 27, 2023, adopted a Local Law to add Chapter 116 "Failure to Stop for School Buses", adopted to the Code of the Town of Oyster Bay, (the "Local Law"), authorizing the Town to install and operate school bus photo violation monitoring systems on school buses within the Town (collectively with NYS VTL Section 1174-a, "the Law" or "the Stop Arm Law"); and

WHEREAS, the Stop Arm Law further requires that vehicle owners who illegally overtake or pass stopped school buses are issued a Notice of Liability with a fine amount determined in accordance with the applicable law, and that liability, when contested, be adjudicated by the Nassau County Traffic and Parking Violations Agency ("TPVA"), a department of Nassau County; and

WHEREAS, the County of Nassau ("County") and the Town of Oyster Bay ("Town") are authorized, pursuant to Article 5-G of the General Municipal Law to enter into inter-municipal agreements; and

WHEREAS, Frank M. Scalera, Town Attorney, and Domenica Wolfe, Deputy Town Attorney, by memorandum dated March 29, 2024, recommended that the Town enter into an inter-municipal agreement with the County outlining the services to be provided by TPVA with respect to the prosecution and adjudication of contested Notices of Liability and compensation for said services; and

WHEREAS, the Town believes it to be in its best interest to authorize inter-municipal cooperation with respect to the mutual covenants set forth in the proposed agreement; and

WHEREAS, Town Attorney Scalera and Deputy Town Attorney Wolfe, by said Memorandum, recommended that the Town enter into said inter-municipal agreement with the County for the period through and including December 31, 2029, or until the expiration or repeal of Section 1174-a, which is currently scheduled to expire on December 1, 2024, or unless sooner terminated or extended in accordance with the provisions of this agreement,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town Board authorizes the Town to enter into the agreement as recommended by the Town Attorney and the Supervisor and/or his designee is authorized to Execute; and be it further

RESOLVED, That the funds for payment of these fees shall be drawn from Account No. TWN A 1989 47900 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	Nay
Councilman Hand	Aye
Councilman Labriola	Absent
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

Town of Oyster Bay  
Inter-Departmental Memo

TO: MEMORANDUM DOCKET  
FROM: Office of the Town Attorney  
DATE: April 4, 2024  
SUBJECT: Authorization to enter into an Agreement with The County of Nassau for the Prosecution and Adjudication by the Nassau County Traffic and Parking Violations Agency of Traffic Infractions issued by the Town of Oyster Bay's School Bus Stop Arm Safety Program

The Office of the Town Attorney recommends that the Town of Oyster Bay enter into an agreement with The County of Nassau, a municipal corporation, having its principal offices at One West Street, Mineola, NY 11501 for the prosecution and adjudication by the Nassau County Traffic and Parking Violations Agency ("TPVA") of traffic infractions issued by the Town of Oyster Bay's School Bus Stop Arm Safety Program.

The total compensation paid by the Town to the County for prosecution and adjudication services shall be eighteen dollars (\$18.00) per Notice of Liability issued by the Town to a vehicle owner and an additional eighteen dollars (\$18.00) paid by the Town for every Notice of Liability for which a hearing is requested by the vehicle owner, for a maximum fee of thirty-six dollars (\$36.00) per Notice of Liability prosecuted and adjudicated by the County. These fees are to offset the administrative costs and expenses expended by the County to perform such services. The funds for payment of these fees shall be drawn from Account No. TWN A 1989 47900 000 0000.

The Office of the Town Attorney has negotiated said Agreement with The County of Nassau, and requests that the Town Board authorize the Supervisor, or his designee, to execute the agreement, for the period through and including December 31, 2029, or until the expiration or repeal of Section 1174-a, which is currently scheduled to expire on December 1, 2024, or unless sooner terminated or extended in accordance with the provisions of this Agreement.

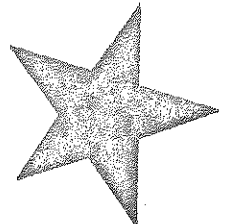
Kindly suspend the rules and place the attached Resolution pertaining to this matter on the April 9, 2024 Town Board action calendar.


FRANK M. SCALERA  
TOWN ATTORNEY

*Domenica Wolfe*

Domenica Wolfe  
Deputy Town Attorney

DRW:drw  
Attachment



  
Reviewed By  
Office of Town Attorney  
*Domenica Wolfe*

WHEREAS, pursuant to Section 117 4-a of the New York State Vehicle and Traffic Law ("NYS VTL"), the governing body of a New York county, city, town or village is authorized and empowered to adopt and amend a local law or ordinance establishing a demonstration program imposing monetary liability on the owner of a vehicle for failure of an operator thereof to comply with Section 1174 of the NYS VTL when meeting a school bus marked and equipped as provided in subdivisions twenty and twenty-one-c of Section 375 of the NYS VTL and operated in such county, city, town or village, in accordance with the provisions of such Section 1174-a; and

WHEREAS, on August 6, 2019, the Governor of the State of New York signed into law amendments to the NYS VTL that authorize a New York county, city, town or village, upon adoption of a local law or ordinance, to install and operate photo violation monitoring systems on school buses for the purpose of recording vehicles who pass stopped school buses in violation of Section 1174-a of NYS VTL; and

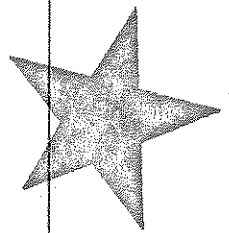
WHEREAS, pursuant to and, in accordance with, such Section 1174-a of the NYS VTL, the Town of Oyster Bay by Resolution No. 452-2023 on June 27, 2023, adopted a Local Law to add Chapter 116 "Failure to Stop for School Buses", adopted to the Code of the Town of Oyster Bay, (the "Local Law"), authorizing the Town to install and operate school bus photo violation monitoring systems on school buses within the Town (collectively with NYS VTL Section 1174-a, "the Law" or "the Stop Arm Law"); and

WHEREAS, the Stop Arm Law further requires that vehicle owners who illegally overtake or pass stopped school buses are issued a Notice of Liability with a fine amount determined in accordance with the applicable law, and that liability, when contested, be adjudicated by the Nassau County Traffic and Parking Violations Agency ("TPVA"), a department of Nassau County; and

WHEREAS, the County of Nassau ("County") and the Town of Oyster Bay ("Town") are authorized, pursuant to Article 5-G of the General Municipal Law to enter into inter-municipal agreements; and

WHEREAS, Frank M. Scalera, Town Attorney, and Domenica Wolfe, Deputy Town Attorney, by memorandum dated March 29, 2024, recommended that the Town enter into an inter-municipal agreement with the County outlining the services to be provided by TPVA with respect to the prosecution and adjudication of contested Notices of Liability and compensation for said services; and

WHEREAS, the Town believes it to be in its best interest to authorize inter-municipal cooperation with respect to the mutual covenants set forth in the proposed agreement; and

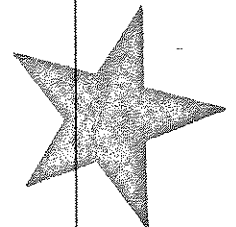


WHEREAS, Town Attorney Scalera and Deputy Town Attorney Wolfe, by said Memorandum, recommended that the Town enter into said inter-municipal agreement with the County for the period through and including December 31, 2029, or until the expiration or repeal of Section 1174-a, which is currently scheduled to expire on December 1, 2024, or unless sooner terminated or extended in accordance with the provisions of this agreement,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town Board authorizes the Town to enter into the agreement as recommended by the Town Attorney and the Supervisor and/or his designee is authorized to Execute; and be it further

RESOLVED, That the funds for payment of these fees shall be drawn from Account No. TWN A 1989 47900 000 0000.

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Reviewed By  
Office of Town Attorney  
*dh*

WHEREAS, the Town Board of the Town of Oyster Bay has reviewed a proposed Local Law entitled "A LOCAL LAW TO AMEND THE CODE OF THE TOWN OF OYSTER BAY BY ADDING CHAPTER 116 - FAILURE TO STOP FOR SCHOOL BUSES, IN ACCORDANCE WITH SECTION 1174-a OF THE NEW YORK STATE VEHICLE AND TRAFFIC LAW GOVERNING DRIVERS WHO ILLEGALLY OVERTAKE OR PASS A SCHOOL BUS THAT HAS STOPPED TO RECEIVE OR DISCHARGE PASSENGERS"; and

WHEREAS, a duly advertised Public Hearing on said legislation was held by the Town Board of the Town of Oyster Bay on May 9, 2023, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, the Town of Oyster Bay Department of Environmental Resources, Town Environmental Quality Review Division, by memorandum dated June 26, 2023, recommended Town Board determination that the subject legislation is deemed to fall under the New York State Environmental Quality Review Act, 6 NYCRR, Part 617, Section 617.5(c), Type II Actions List, as Item No. 26; pertaining to "routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment" and as such does not require completion of an Environmental Impact Statement or other environmental consideration,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board of the Town of Oyster Bay declares that such Local Law to amend the Code of the Town of Oyster Bay is a Type II Action, pursuant to the New York State Environmental Quality Review Act (6 NYCRR, Part 617, Section 617.5(c)), Type II Actions List, Item No. 26; and be it further

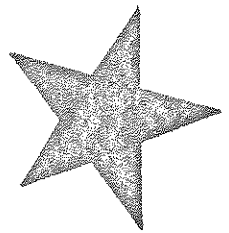
RESOLVED, That said Local Law <sup>B</sup> -2023, entitled "A LOCAL LAW TO AMEND THE CODE OF THE TOWN OF OYSTER BAY BY ADDING CHAPTER 116 - FAILURE TO STOP FOR SCHOOL BUSES, IN ACCORDANCE WITH SECTION 1174-a OF THE NEW YORK STATE VEHICLE AND TRAFFIC LAW GOVERNING DRIVERS WHO ILLEGALLY OVERTAKE OR PASS A SCHOOL BUS THAT HAS STOPPED TO RECEIVE OR DISCHARGE PASSENGERS", is hereby adopted without change and shall take effect immediately upon filing with the Secretary of State; and be it further

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

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

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



**AGREEMENT BETWEEN  
THE COUNTY OF NASSAU, NEW YORK,  
AND  
THE TOWN OF OYSTER BAY, NEW YORK, IN RELATION TO THE PROSECUTION  
AND ADJUDICATION BY THE NASSAU COUNTY TRAFFIC AND PARKING  
VIOLATIONS AGENCY OF TRAFFIC INFRACTIONS ISSUED BY TOWN OF  
OYSTER BAY'S SCHOOL BUS STOP ARM SAFETY PROGRAM**

THIS AGREEMENT made and entered as of the date on which this Agreement is last executed by the parties hereto, and approved by the legislature, by and between the COUNTY OF NASSAU, a municipal corporation of the State of New York having its principal offices at One West Street, Mineola, New York 11501 (the "County"), and the TOWN OF OYSTER BAY (the "Town"), a municipal corporation of the State of New York, having its principal office at 54 Audrey Avenue, Oyster Bay, New York 11771 (collectively, "the Parties" and individually, each "Party");

**WITNESSETH:**

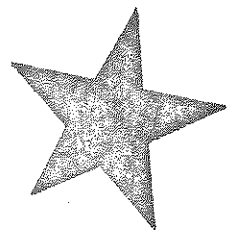
**WHEREAS**, §1174-a of the New York Vehicle and Traffic Law (VTL) authorizes towns to adopt and amend a local law or ordinance establishing a demonstration program imposing monetary liability on the owner of a vehicle for failure of an operator thereof to comply with VTL §1174 when meeting a school bus, and further empowers such town to install and operate school bus photo violation monitoring systems on school buses owned and operated by or for school districts within the town; and

**WHEREAS**, the Town established such program by enactment of Local Law Chapter 116 of the Code of the Town of Oyster Bay entitled "Failure to Stop for School Bus"; and

**WHEREAS**, VTL § 1174-a and Town Code 116 requires that a Notice of Liability shall be sent by the Town or its authorized agent to persons alleged liable as owners for a violation of Subdivision (a) of § 1174 of the New York Vehicle and Traffic Law, and that liability, when contested, be adjudicated by the Nassau County Traffic and Parking Violations Agency ("TPVA"), a department of the County of Nassau; and

**WHEREAS**, the Parties desire that TPVA provide certain services, as further set forth herein, relative to such adjudication of liability, and that the County be reasonably compensated therefor:

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein, the Parties do understand and agree as follows:



## DEFINITIONS

**“Nassau County”: (the “County”)** Shall include the Municipal Corporation of the State of New York and all its officials, agents, officers, employees, volunteers, contractors, vendors, representatives, subdivisions, and departments.

**“Town of Oyster Bay”: (the “Town”)** Shall include the Municipal Corporation of the State of New York and all its officials, agents, officers, employees, volunteers, contractors, vendors, representatives, subdivisions, and departments.

**“Nassau County Traffic and Parking Violations Agency”: (TPVA)** shall mean a department of the County of Nassau established under §370 of the New York General Municipal Law and operated under the direction and control of the Nassau County Executive.

**“School Bus Stop Arm Safety Program”:** A demonstration program enabled by §1174-a of the New York Vehicle and Traffic Law and established by the Town of Oyster Bay pursuant thereto by enactment of Local Law Chapter 116 of the Code of the Town of Oyster Bay entitled “Failure to Stop for School Bus” (the “Program”).

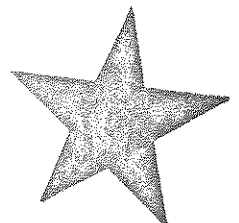
**“Vehicle Owner”:** Shall have the same meaning provided in §239 of the New York State Vehicle and Traffic Law.

**“Notice of Liability”:** The notice issued by the Town to each vehicle owner alleged to have monetary liability under the program for a failure of a vehicle operator to comply with VTL § 1174, and which, among other things, details the alleged violation and informs the Vehicle Owner of the manner and time in which liability may be contested.

## TERMS

1. **Compensation to County for Prosecution and Adjudication Services.** The compensation paid by the Town to the County for the Adjudication and Prosecution of Notices of Liability under the Town’s School Bus Stop Arm Safety Program shall be scheduled as follows:

- (a) the County shall receive EIGHTEEN (\$18.00) DOLLARS, paid by the Town for each Notice of Liability issued by the Town to a Vehicle Owner, payable upon the subject Vehicle Owner being issued a Notice of Liability; and
- (b) the County shall receive an additional EIGHTEEN (\$18.00) DOLLARS, paid by the Town for every Notice of Liability for which a hearing is requested by the Vehicle Owner; and
- (c) on or before July 31, 2024, the Town shall remit payment to the County based upon the



number of Notices of Liability issued from the beginning of the Program, not to include the initial warning period, accompanied by a report and statement of the Town setting forth the number of Notices of Liability issued during such period; and

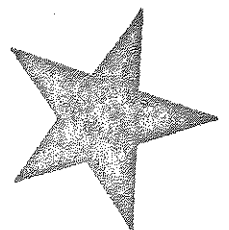
- (d) the Town shall thereafter remit the payments set forth herein to the County on a monthly basis. By way of example: April 1 through April 30 shall be paid no later than July 15; May 1 through May 31 shall be paid no later than August 15; June 1 through June 30 shall be paid no later than September 15.
- (e) Such monthly payment shall be remitted by the Town no later than the Fifteenth (15) day of the following month which shall be extended an extra fifteen days at the Town's reasonable request and written notice to the County, and be accompanied by a report from the Town of the total number of Notices of Liability issued the previous month, and the total number of Notices of Liability for which a hearing was requested.

The total compensation paid by the Town to the County for Prosecution and Adjudication services shall not exceed THIRTY-SIX (\$36.00) DOLLARS ("Total Amount") per Notice of Liability prosecuted and adjudicated by the County. The Parties agree that such fees are to offset the administrative costs and expenses expended by the County to perform such services.

2. **Term.** This Agreement shall commence on the date on which this Agreement is last executed by the Parties and approved by the Parties respective legislative bodies and shall terminate on December 31, 2029 or until the expiration or repeal of Section 1174-a, which is currently scheduled to expire on December 1, 2024, or unless sooner terminated in accordance with the provisions of this Agreement.

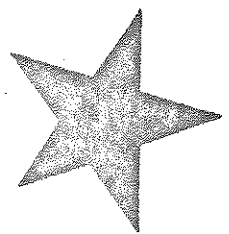
3. **Duties of the County and TPVA:** The TPVA will be responsible solely for the Prosecution and Adjudication of the Notices of Liability issued by the Town's Program. The County and TPVA shall approve the content and format of all program notices and other documents relating to the calendaring and adjudication of liability to the Town all of which will be produced and mailed by the Town.

- (a) **Scheduling Hearing Dates:** The TPVA shall be responsible for providing dates and times to the Town for the scheduling of hearings on Notices of Liability where liability has been denied by the Vehicle Owner. Such dates and times shall be determined at the sole discretion of the TPVA. Nothing herein shall be interpreted to assign to TPVA or the County the responsibility of sending any notices of such hearings or of the rescheduling thereof.
- (b) **Prosecution:** Prosecution shall be carried out by a TPVA Prosecutor. Prosecution of a case by a TPVA Prosecutor will occur only on a matter which is scheduled for a hearing. The Prosecutor shall have full, complete, and final prosecutorial authority and discretion with respect to all matters scheduled for a hearing. Prosecutor will use best



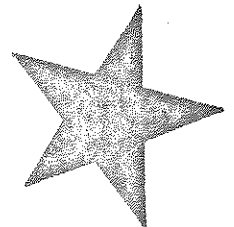
efforts to work with the Town upon a request by the Town for information about the matter and/or the Town providing information to the Prosecutor about the matter scheduled for hearing. The TPVA Prosecutor's responsibility shall only extend to that actual representation at a hearing, including the preliminary negotiations and/or plea offers, oral arguments, presentation of evidence, and disposition. The Prosecutor will also request that the presiding hearing officer, in his or her discretion, direct the issuance of a judgement in favor of the Town against a Vehicle Owner who defaults in appearing at a scheduled hearing. Nothing herein shall be interpreted to extend the meaning of Prosecution to include any action or forbearance of action prior to the immediate time and date when the calendared Notice of Liability hearing is to occur, or after a decision by a TPVA Judicial Hearing Officer has been issued.

- (c) **Adjudication:** All hearings on Notices of Liability may be conducted either in person or virtually, at the discretion of TPVA. TPVA shall provide personnel, consisting of Judicial Hearing Officer(s), prosecutors, clerk(s), and court stenographer(s), to calendar and conduct a hearing on the Notices of Liability. TPVA's and the County's responsibility shall only extend to that actual calendaring/scheduling of the hearing, clerical duties immediately prior, during and immediately after the hearing, keeping a stenographical record of the hearing, presiding over the hearing, issuance of a decision on any motions, and issuance of a decision on the Notice of Liability. Nothing herein shall be interpreted to extend the meaning of Adjudication to include any action or forbearance of action prior to the immediate time and date when the calendared Notice of Liability hearing is to occur, or after a decision by a TPVA Judicial Hearing Officer has been issued, including mailing of notices (i.e., Notices of Liability, Hearing Notices, Notices of Determination, etc.).
- (d) **Exclusions:** The County and TPVA shall not be responsible for collecting any fine, fee, penalty, or liability due, or alleged to be due or owing under the Program. The TPVA will direct anyone who wishes to make payment to do so in a manner and/or place determined by the Town. The County and TPVA shall not be responsible for sending, receiving, or responding to any mail, phone calls, electronic correspondence, or any other form of communication with to or from the Vehicle Owners. Nor will the County or TPVA be responsible for expenses related to sending or receiving any mail, phone calls, electronic correspondence, or any other form of communication with the Vehicle Owners. When a Vehicle Owner fails to appear for a scheduled hearing, the County and TPVA shall have no responsibility relative to judgements by default beyond the requesting of the prosecutor for the issuance thereof, and the responding by the hearing officer to such request. The TPVA shall not be responsible for the collection or receipt of any fine payment. The County and TPVA will not provide or permit the use of or access to any County equipment, including cash drawers, registers, computers, software, printers, or networks. The exclusion of networks does not include use of TPVA's internet by the Town as specified in Section 5 (b) of this Agreement.



**4. Duties of the Town:** The Town shall administer the Program in compliance with Federal, State and Local Law. The Town shall be responsible for all actions or forbearance of actions in administering the Program including, but not limited to, making and receiving phone calls from Vehicle Owners, mailing of all notices (i.e., Notices of Liability, hearing notices and rescheduling notices, and Notices of Determination) and the expenses associated therewith, collection of fines and fees associated with the disposition of the hearings, and for all other duties associated or related to the Program that are not explicitly assumed by the County or TPVA.

- (a) **Prehearing Responsibilities:** The Town shall be responsible for all notices sent to schedule or reschedule a hearing on a Notice of Liability where the Vehicle Owner has denied liability and requested a hearing. At least ten (10) days prior to any scheduled hearing the Town, at their own expense, shall produce a hard color copy of the evidence package for each matter. The package shall include sworn and notarized certificates of facts from the Town's employee or agent that is based upon that employee or agent's inspection and observations of photographs, microphotographs, videotape or other recorded images that were produced by the School Bus Photo Violation Monitoring System.
- (b) **Notices:** All notices for the Program shall be issued, produced, and/or delivered by the Town. Notices shall be defined as all notices including but not limited to Notices of Liability, Scheduling Notices, Rescheduling Notices, and Notices of Determination, demands for payment, etc. The Town shall issue, produce, and mail all Notices at their own expense. All notices produced and issued by the Town shall comply with Federal, State, and Local Law.
- (c) **Hearing Responsibilities:** The Town shall produce at the hearing of any Notice of Liability such witness(es), document(s), or other proof as deemed necessary by a TPVA prosecutor to establish liability under the program. The Prosecutor shall request one postponement of the hearing if the witness is not available and TPVA is notified at least thirty (30) minutes prior to the hearing. The granting or denial of any postponement or rescheduling requests shall be at the sole discretion of the presiding hearing officer.
- (d) **Motions:** The Town shall be responsible for intake, preparation, serving, and filing of all opposition papers or cross-motions to all motion papers filed by the Vehicle Owner or their Attorney. All opposition papers or cross-motion papers with affidavits of service shall be submitted to the TPVA at least ten (10) days prior with the evidence package.
- (e) **Communication:** All communication from the Vehicle Owner or their attorney related to the Program, and payment of fines, fees, penalties, etc., shall be received and addressed by the Town. The Town shall make arrangements to receive all telephone

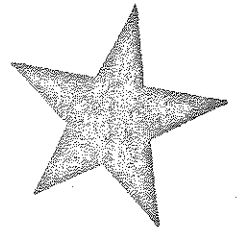


communications from Vehicle Owners.

- (f) **Training:** The Town will train TPVA Prosecutors and Courtroom Clerks concerning the use, displaying, viewing, presentation, introduction, significance, and interpretation of photographic and video images, and of all other documents and things contained in the evidence package. The Town will also train courtroom clerks regarding the use of software or other systems that are used and required to record and report the outcome of a scheduled hearing to the Town.
- (g) **Reports:** The Town shall provide the County and TPVA monthly reports detailing the number of Notices of Liability issued, and the number of Vehicle Owners requesting a hearing for the previous month. The report shall also detail the total number of outstanding Notices of Liability that have not yet received a response and are not yet over due. The Town shall provide the report to the County and TPVA no later than the Fifteenth (15) day of the month, which shall be extended an extra fifteen days at the Town's reasonable request and written notice to the County. Additionally, all payments remitted to the County shall be accompanied by a report from the Town of the total number of Notices of Liability issued the previous month, and the total number of Notices of Liability for which a hearing was requested.

5. **Collection of Fines:** In addition to the aforementioned duties, both Parties agree:

- (a) **Payment of Fines:** Only the Town will be responsible for the collection and receipt of payment of fines under the Program. The County will not accept any form of payment for said fines. No County or TPVA employees, agents, or subcontractors will be responsible for the collection or receipt of fine payments. The Parties will allow payment of fines due under the subject Notice of Liability up to and including the commencement of the hearing.
- (b) **Cashier Payment Window:** The TPVA shall provide the Town with a cashier payment window designated and chosen by the TPVA to allow the Town to collect payment of the subject fine on only dates and times that TPVA conducts in-person hearings on the Notices of Liability. On the cashier payment window conspicuous signage shall read "Only payments of fines and penalties for the TOH's School Bus Stop-Arm Safety Program are accepted here". Only the Town shall staff and collect payments of fines issued at said cashier window. The County and TPVA will not provide or permit the use of or access to any equipment, including cash drawers, registers, computers, software, printers or networks. The Town will be permitted a single person at the designated window to accept such payments and the Town will provide their own equipment required to do so, and/or to determine, confirm or calculate the fines and penalties, and to accept, receipt or otherwise acknowledge, record or communicate payment thereof. TPVA will allow the Town to utilize the County's internet connection on the date and times that hearings are scheduled for the

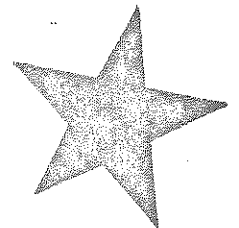


purpose of processing payments.

- (c) **Times and Dates of Cashier Window Operation:** The cashier window shall only be staffed on the dates and times that TPVA conducts in-person hearings on the Notices of Liability.
- (d) **Personnel Staffing Cashier Window:** The Town shall provide only one person at any given time to staff the cashier payment window designated by TPVA for the collection and payment of fines and penalties. At least ten (10) days prior to any date designated for hearings on Notices of Liability, the Town shall provide the name of the individual assigned to staff the cashier window at TPVA, and the Town shall provide TPVA with a certified criminal background check of that individual. Any and all Town employees, agents, or subcontractors that are designated to staff the cashier window may be subject to further fingerprinting and background checks conducted by the County. The County and TPVA shall have final and absolute discretion as to whether such individual will be permitted on their premises. It is agreed that such Town staff will at all times act solely on behalf of the Town in the collection of payments under the Town's program. It is further agreed that the person staffing the designated cashier window is not an agent or employee of the County or TPVA, and that they will not so represent themselves.

**6. Indemnification; Defense; Cooperation:**

- (a) The Town, shall be responsible for and shall indemnify and hold harmless the County, TPVA and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Town, or the validity or enforcement of the Program, including, but not limited to, U.S. or New York State constitutional claims, and appeals, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same.
- (b) The Town, shall, at the County's demand and at the County's direction, promptly and diligently defend, at the Town's, own risk and expense, any and all suits, actions, or legal proceedings which may be brought or instituted against one or more Indemnified Parties, on any such claim, demand or cause of action in connection with this Agreement and Town, shall pay and satisfy any judgment or decree which may be rendered against the indemnified Parties in any suite, action or other legal proceeding; and Town, shall pay for any and all damages to the property of the Indemnified Parties, for loss or theft of such property, done or caused by the Town.
- (c) The Town shall, and shall cause all of Town's Agent(s) to cooperate with the County and TPVA in connection with the investigation, defense or prosecution of any action,



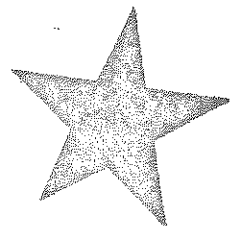


suit or proceeding in connection with this Agreement, including the acts or omissions of the Town and/or the Town's Agent(s) in connection with this Agreement.

- (d) To the extent permitted by law, County agrees to indemnify, hold harmless, and defend Town from and against any and all losses, claims, liabilities, and expenses, if any, which Town may suffer or incur in connection with use or misuse of the County premises, except Town's own acts or negligence. County further agrees to indemnify, hold harmless, and defend Town from and against any and all losses, claims, liabilities, and expenses, if any, which Town may suffer or incur as a result of any gross or intentional negligence of the County.
- (e) **Intellectual Property Indemnity:** Upon notification of a claim against County alleging any contract deliverable infringes a copyright, patent or trade secret of any third party, Town, will defend such claim at its expense and will pay any costs or damages that may be finally awarded against County. If any deliverable is, or in Town's opinion is likely to be, held to be infringing, Town shall at its expense and option either: (a) procure the right for County to continue using it, (b) replace it with a non-infringing equivalent, (c) modify it to make it non-infringing, or (d) direct the return of the deliverable and refund to County the fees paid for such deliverable.
- (f) The provisions of this Section shall survive the termination of this Agreement.

#### 7. Confidentiality.

- (a) **Obligations:** The Parties understand and agree that as part of the performance of their duties under this Agreement, they may have access to, see or hear confidential or proprietary information or data (all hereinafter referred to as "confidential information"). The Parties understand and agree that all such information or data (oral, visual, or written, including both paper and electronic) which they see or to which they have access may not be released, copied, or disclosed, in whole or in part, unless properly authorized by the other Party. The Parties understand and agree that access to and the use of confidential information obtained in the performance of their duties shall be limited to purposes directly connected with such duties, unless otherwise provided in writing by the other Party. When access to such information or data also results in access to confidential information or data beyond that which is necessary for the purpose for which access was granted, they agree to access only that confidential information needed for the purpose for which access was given.
- (b) **Exceptions Allowing Parties to Disclose Certain Confidential Information:**
  - i. The confidentiality obligations in this Section do not apply to the extent that the Party receiving the Confidential Information can demonstrate or establish by that: (1) the Confidential Information became part of the public domain other than through the actions or fault on the part of Recipient; (2) the



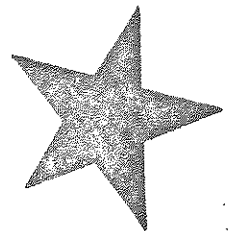
Confidential Information was lawfully obtained by Recipient from a source other than the Disclosing Party free of any obligation to keep it confidential; (3) Recipient developed such information independently of and without reference to any Confidential Information of the Disclosing Party; (4) the Disclosing Party expressly authorized disclosure of the Confidential Information; or (5) the Confidential Information is required to be disclosed pursuant to law, regulation, judicial or administrative order, or request by a governmental or other entity authorized by law to make such request.

- ii. Disclosure if Legally Compelled: Notwithstanding anything herein, in the event that a Party receives notice that it has, will, or may become compelled, pursuant to applicable law, regulation, or legal process to disclose any Confidential Information (whether by receipt of oral questions, interrogatories, requests for Confidential Information or documents in legal proceedings, Freedom of Information Law ("FOIL") requests, subpoenas, civil investigative demands, other similar processes, or otherwise), that Party shall, except to the extent prohibited by law, attempt to notify the other Party, orally or in writing, of the pending or threatened compulsion.

8. **No Third-Party Rights:** Nothing in the agreement shall create or give to third parties any claim or right of action against the County or the Town beyond such as may legally exist irrespective of this agreement.

9. **All Legal Provisions Deemed Included; Severability; Supremacy; Construction.**

- (a) Every provision required by law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of any Party to this Agreement shall be formally amended to comply strictly with the law, without prejudice to the rights of any Party.
- (b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (c) Unless the application of this subsection will cause a provision required by law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.



- (d) Each Party has cooperated in the negotiation and preparation of this Agreement, so if any construction is made of the Agreement, it shall not be construed against any Party as drafter.

10. **Entire Agreement.** This Agreement represents the full and entire understanding and agreement between the Parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the Parties relating to the subject matter of this Agreement.

11. **Successors and Assigns.** The covenants and agreements herein contained shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

12. **Assignment; Amendment; Waiver; Subcontracting.** This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive of Nassau County or his or her designee and the Supervisor of the Town, or his or her designee; and any purported assignment, other disposal or modification without all such prior written consents shall be null and void. The failure of any Party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

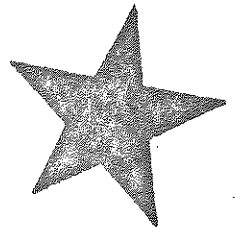
13. **Third Party Claims.** Nothing in this Agreement shall create or give to third parties any claim or right of action against any Party beyond such as may legally exist irrespective of this Agreement.

14. **Executory Clause.** Notwithstanding any other provision of this Agreement, no Party shall have any liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all approvals have been obtained, including, if required, approval by the County Legislature and the Town Board of the Town, and (ii) this Agreement has been executed by the County Executive, or his or her designee, and the chief executive, or his or her designee, of the Town.

15. **Termination.** This Agreement may be terminated:

- (a) by the County, or Town for any reason upon ninety (90) days written notice to the other Party;
- (b) upon mutual written agreement by the County and the Town.

16. **Counterpart Execution.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed an original Agreement for all purposes; provided that

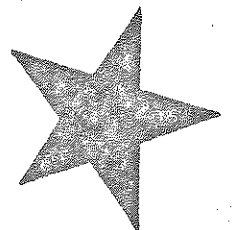


no Party shall be bound to this Agreement unless and until all Parties have executed a counterpart. Delivery of a copy of a counterpart by facsimile or email by one Party to the other Party shall be deemed to be delivery of an original by that Party.

**17. No Employee/Employer Relationship.** The Town shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Town (a "Town Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation.

**18. Authority to Enter Into Agreement.** Each signatory to this Agreement warrants his or her authority to enter into this Agreement. This agreement is subject and contingent upon by the approval of the Parties respective legislative bodies.

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

WHEREAS, the Town Board must authorize and approve the settlement of any negligence claims brought against the Town, where the amount of the proposed settlement is in excess of \$10,000.00; and

WHEREAS, Frank M. Scalera, Chief Deputy Town Attorney, and Paul S. Ehrlich, Deputy Town Attorney, by memorandum dated April 4, 2024, advised that Plaintiff, William Holecek brought suit against the Town, alleging that he sustained multiple personal injuries, including a fractured orbital bone, a fractured cheek bone, a maxillary sinus fracture, a laceration of the right eye, right eye enophthalmos, multiple lacerations resulting in scarring to the forehead, a sprained right wrist, cuts and bruises to his right ankle, a laceration of the right knee, bruises to his right shoulder, and bruises to the bones of his right hand when he fell through the PVC stairs adjacent to deck at the Tobay Beach Spray Park.

WHEREAS, The trial judge trial urged that the injuries presented herein warranted a settlement value of at least \$150,000. After extensive settlement negotiations, this case settled at trial for \$140,000.00, in full resolution of all claims of Plaintiff against the Town of Oyster Bay, which settlement is in the best interests of the Town according to the memorandum of Messrs. Scalera and Ehrlich,

NOW, THEREFORE, BE IT RESOLVED, That upon the recommendation of the Town Attorney, payment of the sum of \$140,000.00 is hereby authorized and approved by the Town Board, as full settlement to Plaintiff, William Holecek, with regard to the action entitled William Holecek v. Town of Oyster Bay, Nassau County Index No. 604824/2017, and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment therefor, in accordance with the procedures established under the Town's Self-Insurance Program, by issuing a check made payable to "William Holecek and Wisell & McGee, L.L.P. as attorneys", in the amount of \$140,000.00 with funds for such payment to be drawn from Account No. TWN AMS 1910 43010 602 0000 000.

-#-

Reviewed By  
Office of Town Attorney

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

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

315

Town of Oyster Bay  
Inter-Departmental Memo

**TO** : Memorandum Docket  
**FROM** : Office of the Town Attorney  
**DATE** : April 4, 2024  
**SUBJECT**: Settlement of Negligence Claim  
William Holecek v. Town of Oyster Bay  
Nassau County Index No. 606350/2021  
Our Matter No. 2020-7822

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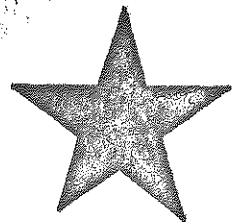
A resolution of the Town Board is required in order for the Town to settle claims, where the amount of the proposed settlement exceeds Ten Thousand (\$10,000.00) Dollars.

The plaintiff in this action, William Holecek, was injured on July 30, 2020 at Tobay Beach Spray Park, when he fell through PVC stairs adjacent to the deck of the spray area. The plaintiff testified that he was at the park with his grandson and was walking down the steps when he fell through a gap in the steps caused when the step slid backward under the deck, creating an opening in the staircase. Two witnesses testified that the step had been loose and out of place for multiple days and that an orange cone that had been placed over the area. According to Holecek and other witnesses, the cone was not present at the time of this accident. At trial, the court ruled that the Town had prior notice of the allegedly defective condition of the stairs.

As a result of the accident, Mr. Holecek, now 78, sustained multiple injuries, including a fractured orbital bone, a fractured cheek bone, multiple lacerations, a maxillary sinus fracture, a laceration of the right eye, right eye enophthalmos, scarring to the forehead, a sprained right wrist, cuts and bruises to his right ankle, a laceration of the right knee, bruises to his right shoulder, and bruises to the bones of his right hand. He was transported by ambulance to Good Samaritan Hospital where he was admitted. His facial fractures were set by a plastic surgeon and his lacerations were sutured. After discharge, he continued to receive follow up care and physical therapy.

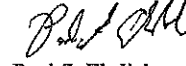
The judge presiding over the trial, Justice Rhonda Fischer, urged that the injuries presented herein warranted a settlement value at least \$150,000. After extensive settlement negotiations, and at the recommendation of trial counsel, this matter was settled during trial for \$140,000.00. It is this Office's opinion that such settlement is just, reasonable, and in the best interests of the Town given the uncertainties associated with litigation and the potential for future surgical intervention.

Accordingly, we have attached a resolution authorizing payment of \$140,000.00, together with copies of the Stipulation of Discontinuance with Prejudice and a General Release in favor of the Town and executed by Plaintiff William Holecek. The funds for said payment are to be drawn from Account No. TWN AMS 1910 43010 602 0000 000.



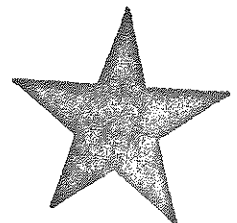
Kindly suspend the rules and place this matter upon the Town Board Action Calendar for Tuesday, April 9, 2024.

OFFICE OF TOWN ATTORNEY



Paul S. Ehrlich  
Deputy Town Attorney

PSE:pe  
Attachment





7/24  
Reviewed By  
Office of Town Attorney  
*[Signature]*

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

WHEREAS, the Town Board must authorize and approve the settlement of any negligence claims brought against the Town, where the amount of the proposed settlement is in excess of \$10,000.00; and

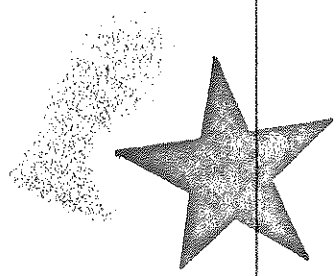
WHEREAS, Frank M. Scalera, Chief Deputy Town Attorney, and Paul S. Ehrlich, Deputy Town Attorney, by memorandum dated April 4, 2024, advised that Plaintiff, William Holecek brought suit against the Town, alleging that he sustained multiple personal injuries, including a fractured orbital bone, a fractured cheek bone, a maxillary sinus fracture, a laceration of the right eye, right eye enophthalmos, multiple lacerations resulting in scarring to the forehead, a sprained right wrist, cuts and bruises to his right ankle, a laceration of the right knee, bruises to his right shoulder, and bruises to the bones of his right hand when he fell through the PVC stairs adjacent to deck at the Tobay Beach Spray Park.

WHEREAS, The trial judge trial urged that the injuries presented herein warranted a settlement value of at least \$150,000. After extensive settlement negotiations, this case settled at trial for \$140,000.00, in full resolution of all claims of Plaintiff against the Town of Oyster Bay, which settlement is in the best interests of the Town according to the memorandum of Messrs. Scalera and Ehrlich,

NOW, THEREFORE, BE IT RESOLVED, That upon the recommendation of the Town Attorney, payment of the sum of \$140,000.00 is hereby authorized and approved by the Town Board, as full settlement to Plaintiff, William Holecek, with regard to the action entitled William Holecek v. Town of Oyster Bay, Nassau County Index No. 604824/2017, and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment therefor, in accordance with the procedures established under the Town's Self-Insurance Program, by issuing a check made payable to "William Holecek and Wisell & McGee, L.L.P. as attorneys", in the amount of \$140,000.00 with funds for such payment to be drawn from Account No. TWN AMS 1910 43010 602 0000 000.

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## General Release

To all to whom these Presents shall come or may Concern Know That

WILLIAM HOLECEK, as RELEASOR,

in consideration of the sum of (\$140,000.00)

received from TOWN OF OYSTER BAY, as RELEASEE,

receipt whereof is hereby acknowledged, releases and discharges TOWN OF OYSTER BAY

the RELEASEE, THE RELEASEE'S heirs, executors, administrators, successors, assigns from all causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law, admiralty or equity, which against the RELEASEE, THE RELEASEE'S heirs, executors, administrators, successors, and assigns ever had, now have or hereafter can, shall or may, have for upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of this RELEASE.

This release may not be changed orally.

In Witness whereof, the RELEASOR, has hereunto set RELEASOR'S hand and seal on April 4, 2024

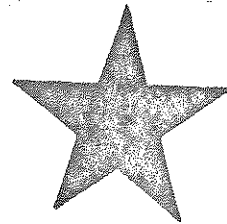
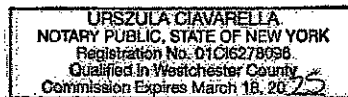
In presence of

William Holecek  
WILLIAM HOLECEK

State of New York, County of Queens

On April 4, 2024 before me came William Holecek, to me known and known to be the individual described herein and who executed the foregoing RELEASE and duly acknowledged that she executed the same.

U. Ciavarella  
Notary Public



SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NASSAU

WILLIAM HOLECEK,

Plaintiff,

against-

**STIPULATION OF  
DISCONTINUANCE**

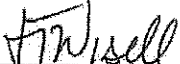
TOWN OF OYSTER BAY,

Index No.: 606350/2021

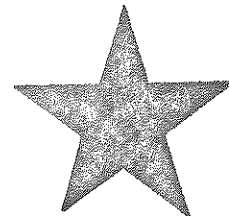
Defendant.

IT IS HEREBY STIPULATED AND AGREED by and between the undersigned, the attorneys of record for all the parties, that the above entitled action, is hereby discontinued with prejudice, without costs to either party as against the other. This Stipulation may be filed without further notice with the clerk of the court.

Dated: Kew Gardens, New York  
April 4, 2024.

  
WISSELL & MCGEE, L.L.P.  
Attorneys for Plaintiff  
80-02 Kew Gardens Road  
Suite 307  
Kew Gardens, New York 11415  
(718) 544-0041

DEVITT SPELLMAN & BARRETT, LLP  
Attorneys for Defendant  
TOWN OF OYSTER BAY  
50 Route 111, Suite 314  
Smithtown, NY 11787  
(631) 724-8833



*MS*  
Reviewed By  
Office of Town Attorney  
*Tom Saballico*

WHEREAS, by Resolution No. 804-2021, adopted on December 7, 2021, the Town Board approved a Collective Bargaining Agreement between the Town of Oyster Bay and Local 881 of the Civil Service Employees Association, Local 1000, AFSCME AFL-CIO ("CSEA") for the period from January 1, 2022 through December 31, 2028, ("CBA"). and by said Resolution the Town Board provided that except for elected public officials, all full-time employees of the Town of Oyster Bay not covered by the Collective Bargaining Agreement between the Town and CSEA shall receive the benefits provided by the CBA, including wage increases as set forth therein; and

WHEREAS, Frank M. Scalera, Town Attorney, and Thomas M. Saballico, Special Counsel, by memorandum dated April 8, 2024, advised that the CBA was negotiated and adopted during the emergency economic and work conditions occasioned by the COVID pandemic, and took effect on January 1, 2022, before the significant increase in inflation that has affected all citizens of this country and, in order to induce individuals to enter into public service with the Town, and/or remain in such service, the Town and the CSEA deemed it beneficial to adjust, prospectively, the salaries of its employees, on a one-time basis, in the amount of \$2,000, effective April 18, 2024; and

WHEREAS, Town Attorney Scalera and Special Counsel Saballico, by said memorandum, further advised that a Memorandum of Agreement, dated April 8, 2024, was entered into between the Town and the CSEA, which amended said Collective Bargaining Agreement by amending Sections 5-1.0.1, 5-1.0.7, 5-1.0.8, 5-1.0.9, 5-1.0.10, 5-1.0.11, 5-1.0.11.1, 5-1.0.11.2, 5-1.0.14, NS 9-7.2 thereof and the Graded Salary Schedules attached thereto, which Memorandum was executed by Guadalupe Johnson, President, CSEA, who asserted that she had the agency and authority to bind the CSEA, and by Joseph S. Saladino, Supervisor, on behalf of the Town, subject to approval by the Town Board in order for said Memorandum of Agreement to be binding upon the Town; and

WHEREAS, Town Attorney Scalera and Special Counsel Saballico, by said memorandum, further requested and recommended that except for elected public officials, all full-time employees of the Town of Oyster Bay not covered by the Collective Bargaining Agreement between the Town and the CSEA shall receive the benefits under the Collective Bargaining Agreement as modified and by the Memorandum of Agreement dated April 8, 2024, and

WHEREAS, Town Attorney Scalera and Special Counsel Saballico, by said memorandum, recommended that Resolution No. 54-2024, adopted on January 9, 2024 be rescinded; and

WHEREAS, Town Attorney Scalera and Special Counsel Saballico, by said memorandum, requested and recommended that the Town Board approve the Memorandum of Agreement dated April 8, 2024,

NOW, THEREFORE, BE IT RESOLVED, That the requests and recommendations as hereinabove set forth are approved and accepted and the Town Board approves the Memorandum of Agreement between the Town and CSEA dated April 8, 2024, and be it further

RESOLVED, That except for elected public officials, all full-time employees of the Town of Oyster Bay not covered by the Collective Bargaining Agreement between the Town and the CSEA, as modified and extended, shall receive the benefits provided for by the Collective Bargaining Agreement as modified, and be it further

RESOLVED, That Resolution No. 54-2024, adopted on January 9, 2024, be rescinded.

#

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

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