

APPROVED  
*John Canning*  
COMMISSIONER OF HUMAN RESOURCES

Meeting of July 18, 2023

RESOLUTION P-12-2023

WHEREAS, The 2023 Budget, adopted October 25, 2022 established the titles and salaries of officers and employees of the Town of Oyster Bay pursuant to Section 27 of Town Law, and other Local Laws relating to the establishment of Town Departments, and Rules and Regulations governing appointments, etc., of employees; and

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

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

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

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

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

Meeting of July 18, 2023

Resolution No. TF-9-2023

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

ITEM NO.	DEPT.	AMOUNT	FROM
036-23	PKS	\$120,000.00	PKS A 7110 12010 000 0000
			TO
		\$120,000.00	PKS A 7110 46300 000 0000
037-23	CYS	\$ 879.00	FROM
			CYS A 7020 41800 000 0000
			TO
		\$ 879.00	CYS A 7020 21000 000 0000
038-23	PAD	\$250,000.00	INCREASE
			PAD B 0001 02555 000 0000
			INCREASE
		\$250,000.00	PAD B 8020 44800 000 0000
039-23	DER	\$ 7,500.00	FROM
			DER A 8090 46350 000 0000
			TO
		\$ 7,500.00	DER A 8090 47680 000 0000

-#-

Reviewed By

Office of Town Attorney

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

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

# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner  
Department of Parks

DATE: June 22, 2023

SUBJECT: 2023 Transfer of Funds

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


**FROM:**

PKS-A-7110-12010-000-0000	Salaries Seasonal	\$120,000.00
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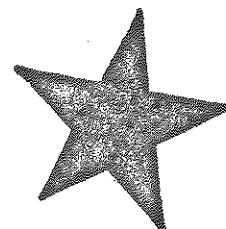
**TO:**

PKS-A-7110-46300-000-0000	Building, Property Maintenance	\$120,000.00
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This transfer is being requested for anticipated repairs and maintenance for the remainder of the year, intended for the following but not limited to irrigation, electric, HVAC, plumbing and other facility upgrades.

  
Joseph G. Pinto  
Commissioner

JGP:jpb



TOWN OF OYSTER BAY  
Inter-Departmental Memorandum

July 6, 2023

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

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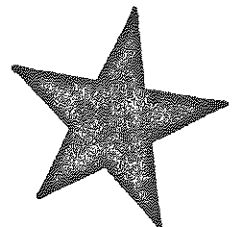
The Department of Community and Youth Services requests Town Board authorization to transfer the following funds:

From:	CYS A 7020 41800 000 0000	Other Equipment	\$ 879.00
To:	CYS A 7020 21000 000 0000	Office Furniture	\$ 879.00

The transfer will accommodate the purchase of activity tables needed for the Massapequa Pre-School. The authorization to purchase is attached.

  
Maureen A. Fitzgerald  
Commissioner

MAF:iw





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

July 6, 2023

**To:** Memorandum Docket  
**From:** Rob Darienzo, Director of Finance  
**Subject:** Transfer of Funds

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In order to provide funds for a density study to be performed by an external consultant, the following transfer of funds is hereby requested:

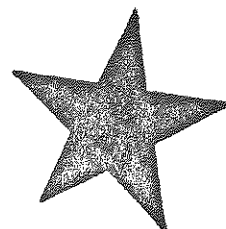
Increase:  
PAD B      0001 02555 000 0000 Building and Alteration Permits      \$ 250,000.00

Increase:  
PAD B      8020 44800 000 0000 Professional Services      \$ 250,000.00

Thank you.

  
Rob Darienzo  
Director of Finance

RD/rd  
Word/Documents/Docket/TOF 2023 PAD



2C  
7-11-23

# Town of Oyster Bay

## Inter-Departmental Memo

To: Memorandum Docket

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

Date: July 7, 2023

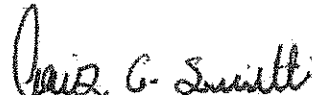
Subject: Transfer of Funds

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

	<u>Account No.</u>	<u>Object Description</u>	<u>Amount</u>
From:	DER A 8090 46350 000 0000	Bay Management Program	\$ 7,500.00
To:	DER A 8090 47680 000 0000	Awareness Program	\$ 7,500.00

The transfer is necessary to purchase tote bags that are used as a giveaway to residents during the Department of Environmental Resources public outreach programs. These public outreach programs are held multiple times each year and are attended by thousands of participants.

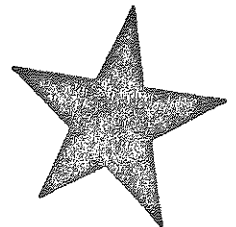


Louis G. Savinetti  
Commissioner

By Colin Ball

LGS:DS:ca

cc: Frank M. Scalera, Town Attorney, Office of the Town Attorney  
Steven C. Ballas, Comptroller, Office of the Comptroller



7/18/23  
Reviewed By  
Office of Town Attorney  
Elizabeth A. Faughnan

WHEREAS, Maureen Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated June 15, 2023, requested Town Board authorization to sponsor enrichment workshops and to retain the professional services of the instructors listed on the attached chart for the locations, services and fees set forth therein, for the Fall 2023 Enrichment Program Workshops, and Commissioner Fitzgerald, by said memorandum, advised that the registration fees for the Adult Workshops will range from \$20.00 to \$85.00 for residents and \$35.00 to \$110.00 for non-residents, and monies collected from the workshops will be deposited in Revenue Account No. CYS A 0001 02001 511 0000; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further requested that the Department of Community and Youth Services be granted Town Board authorization to cancel workshops, issue refunds, and make changes to the date, time and location of the workshops as needed; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further advised that the funds for the instructional fees are available in Account No. CYS A 7020 47660 000 0000 Special Events, and will not exceed \$7,200.00; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further advised that 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; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further advised that the proposed vendors' 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 hereby approved, and the Department of Community and Youth Services, is authorized to sponsor enrichment workshops and is authorized to retain the professional services of the instructors listed on the chart attached hereto and made a part hereof, for the locations, services and fees set forth therein, for the Fall 2023 Enrichment Program Workshops; and be it further

RESOLVED, That the registration fees for the Adult Workshops will range from \$20.00 to \$85.00 for residents and \$35.00 to \$110.00 for non-residents, and monies collected from the workshops will be deposited in Revenue Account No. CYS A 0001 02001 511 0000, and be it further

RESOLVED, That the Department of Community and Youth Services is hereby authorized to cancel workshops, issue refunds and make changes to the date, time and location as needed and the Comptroller is hereby authorized to process refunds for resident and non-resident fees, upon presentation of a duly certified claim after audit.

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

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

TOWN OF OYSTER BAY  
Inter-Departmental Memorandum

June 15, 2023

TO: Memorandum Docket

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

SUBJECT: Fall 2023 Workshop Enrichment Program – Instructional Services

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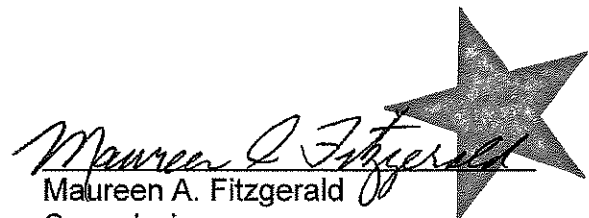
The Department of Community & Youth Services is requesting Town Board authorization to sponsor enrichment workshops and to retain the professional services of Instructors to conduct those workshops.

The workshop type, location, Instructor and fee for each workshop are listed on the attached chart. The funds for the instructional fees will be paid from Account CYS A 7020 47660 000 0000, *Special Events*, and will not exceed \$7,200.00. Registration fees for the workshops will range from \$20.00 to \$85.00 for residents and \$35.00 to \$110.00 for non-residents. The registration fees collected from the workshops shall be deposited in Account CYS A 0001 02001 511 0000.

The workshops are in accordance with Guideline 5, Section b. of the Town's Procurement Policy therefore, no solicitation, written proposal or quotation is required. The proposed vendors Disclosure Questionnaires have been reviewed and have satisfied the Town's Procurement Policy.

The Department also requests authorization for the Commissioner to cancel workshops, issue refunds and make changes to the date, time and location of the workshops as needed. Said refunds will be issued by the Town Comptroller's Office after audit.

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

  
Maureen A. Fitzgerald  
Commissioner

MAF:kh  
Attachments

2023 Fall Instructional Services	Check Payable to:	Community Centers	Fee per Session x Amount of Sessions	Amount Not to Exceed
<b><u>Oil Painting</u></b> One (1) Adult Workshop. Ten (10) sessions for each workshop.	<b><u>Jock Anderson</u></b> 7 Russell Road Garden City, NY 11530	Syosset- Woodbury	\$100 per session x ten (10) sessions	\$1,000.00
<b><u>Drawing Fundamentals</u></b> One (1) Adult Workshop. Ten (10) sessions.	<b><u>Jock Anderson</u></b> 7 Russell Road Garden City, NY 11530	Syosset- Woodbury	\$100 per session x ten (10) sessions	\$1,000.00
<b><u>Figure Drawing</u></b> One (1) Adult Workshop. Six (6) sessions.	<b><u>Jock Anderson</u></b> 7 Russell Road Garden City, NY 11530	Syosset- Woodbury	\$160 per session x six (6) sessions	\$960.00
<b><u>Painting with Acrylics</u></b> One (1) Adult Workshop. Ten (10) sessions.	<b><u>Kevin Larkin</u></b> 51 Bellflower Path Smithtown, NY 11787	Syosset- Woodbury	\$100 per session x ten (10) sessions	\$1,000.00
<b><u>Watercolor Painting I</u></b> <b><u>Watercolor Painting II</u></b> Two (2) Adult Workshops. Ten (10) sessions for each workshop. Twenty (20) sessions total.	<b><u>Rita Broughton</u></b> 26 Parkview Circle North Bethpage, NY 11714	Syosset- Woodbury	\$100 per session x twenty (20) sessions	\$2,000.00
<b><u>DIY Chunky Hand Knit Blanket</u></b> Two (2) Adult Workshops. One (1) Session for each workshop.	<b><u>Laura Escobar</u></b> 27 Irving Court Oyster Bay, NY, 11771	North Massapequa	\$160 per session x two (2) sessions	\$320.00
<b><u>DIY Decorative Hand Knit Pumpkin</u></b> Two (2) Adult Workshops. One (1) Session for each workshop.	<b><u>Laura Escobar</u></b> 27 Irving Court Oyster Bay, NY, 11771	North Massapequa	\$160 per session x two (2) sessions	\$320.00
<b><u>Coffee &amp; Canvas</u></b> One (1) Adult Workshops. One (1) Session for each workshop.	<b><u>Paige Citarella</u></b> 25 Tall Tree Lane Rocky Point, NY 11778	Marjorie Post Park	Amount not to exceed  \$600 per session x (1) session	\$600.00

**TOTAL: \$7,200.00**



Meeting of July 18, 2023

Resolution No. 455-2023

REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
*Amelia Walpe*

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated June 12, 2023, requested Town Board authorization to issue a refund in the amount of \$400.00 to Town of Oyster Bay resident Amelia Goncalves, 15 Eleanor Lane, Plainview, NY 11803, for fees paid for her daughter to attend the 2023 Town of Oyster Bay Summer Recreation Program at Allen Park, as she has been enrolled at the Syosset-Woodbury Park Summer Recreation location instead; and

WHEREAS, Commissioner Pinto, by said memorandum, advised that Mrs. Goncalves is entitled to a full refund of the \$400.00 registration fee, as the 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 \$400.00 to Amelia Goncalves; 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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The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

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

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

TO: MEMORANDUM DOCKET

FROM: Joseph G. Pinto, Commissioner  
Department of Parks

DATE: 6/12/2023

SUBJECT: Amelia Goncalves- Summer Recreation Allen Park Refund

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The Department of Parks respectfully requests Town Board approval for a refund in the amount of \$400.00 (four hundred dollars and 00/100 cents) to Town of Oyster Bay resident Amelia Goncalves, 15 Eleanor Lane, Plainview, NY 11803. Mrs. Goncalves daughter is no longer attending Summer Recreation at Allen Park and is now enrolled in Summer Recreation at Syosset-Woodbury Park .

Based on the 2023 Town of Oyster Bay refund policy, Amelia Goncalves is eligible to receive the refund as follows:

Summer Recreation Allen Park \$400.00

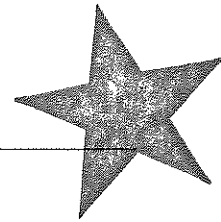
Due to circumstances supporting this refund, the Administrative Fee will be waived.

**TOTAL REFUND                    \$400.00 ( four hundred dollars and 00/100 cents)**

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

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

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



JGP/nh

Meeting of July 18, 2023

Resolution No. 456-2023

*Ms. America Wolfe*  
REVIEWED BY  
OFFICE OF TOWN ATTORNEY

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated June 12, 2023, requested Town Board authorization to issue a refund in the amount of \$1,115.00 to Town of Oyster Bay resident Carolina Vasquez, 136 East Zorrane Drive, Farmingdale, NY 11735, for fees paid for her two children to attend the 2023 Town of Oyster Bay Summer Recreation Program at Marjorie Post Park, as they have been enrolled at the Allen Park Summer Recreation location instead; and

WHEREAS, Commissioner Pinto, by said memorandum, advised that Mrs. Vasquez is entitled to a refund of the \$1,150.00 registration fee, less the 10 percent administrative fee of the price difference, for a total refund of \$1,115.00,

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 \$1,115.00 to Carolina Vasquez; 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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The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

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



# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

454

TO: MEMORANDUM DOCKET

FROM: Joseph G. Pinto, Commissioner  
Department of Parks

DATE: 6/12/2023

SUBJECT: Carolina Vazquez- Summer Recreation Marjorie Post Park Refund

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The Department of Parks respectfully requests Town Board approval for a refund in the amount of \$1,115.00 (one thousand one hundred fifteen dollars and 00/100 cents) to Town of Oyster Bay resident Carolina Vazquez, 136 East Zorrane Drive, Farmingdale, NY 11735. Mrs. Vazquez switched her two children from Summer Recreation at Marjorie Post Park to Summer Recreation at Allen Park.

Based on the 2023 Town of Oyster Bay refund policy, Carolina Vazquez is eligible to receive the refund minus 10% of the difference of the two facilities.

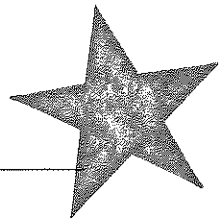
Summer Recreation Marjorie Post Park	\$1,150.00
10% Administration Fee of the difference	\$35.00

**TOTAL REFUND**                      **\$1,115.00 (one thousand one hundred fifteen dollars and 00/100 cents)**

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

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

  
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Joseph G. Pinto  
COMMISSIONER



JGP/nh

Meeting of July 18, 2023

Resolution No. 457-2023

REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
*Monica Walsh*

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated June 13, 2023, requested Town Board authorization to issue a refund in the amount of \$607.50 to Town of Oyster Bay resident Susan DeSario, 274 Division Avenue, Massapequa, NY 11758, for fees paid for her son to attend the 2023 Town of Oyster Bay Summer Recreation Program at Marjorie Post Park, which he can no longer attend; and

WHEREAS, Commissioner Pinto, by said memorandum, advised that Mrs. DeSario is entitled to a refund of the \$675.00 registration fee, less the 10 percent administrative fee, for a total refund of \$607.50,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of Parks is hereby authorized and directed to issue a refund in the amount of \$607.50 to Susan DeSario; 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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The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

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

# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

457

TO: MEMORANDUM DOCKET

FROM: Joseph G. Pinto, Commissioner  
Department of Parks

DATE: 6/13/2023

SUBJECT: Susan DeSario- Summer Recreation Marjorie Post Park Refund

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The Department of Parks respectfully requests Town Board approval for a refund in the amount of \$607.50 (six hundred seven dollars and 50/100 cents) to Town of Oyster Bay resident Susan DeSario, 274 Division Ave, Massapequa, NY 11758. Mrs. DeSario's son will not be attending Summer Recreation at Marjorie Post Park.

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

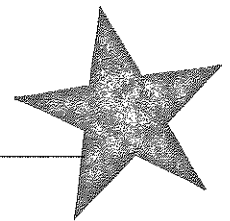
Summer Recreation Marjorie Post Park	\$675.00
10% Administration Fee	\$67.50

**TOTAL REFUND                    \$607.50 (six hundred seven dollars and 50/100 cents)**

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

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

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



JGP/nh

REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
*Dominica Walke*

Meeting of July 18, 2023

Resolution No. 458-2023

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated June 13, 2023, requested Town Board authorization to issue a refund in the amount of \$607.50 to Town of Oyster Bay resident Ewa Siemion, 3 Dory Lane, Massapequa, NY 11758, for fees paid for her daughter to attend the 2023 Town of Oyster Bay Summer Recreation Program at Marjorie Post Park, which she can no longer attend; and

WHEREAS, Commissioner Pinto, by said memorandum, advised that Mrs. Siemion is entitled to a refund of the \$675.00 registration fee, less the 10 percent administrative fee, for a total refund of \$607.50,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of Parks is hereby authorized and directed to issue a refund in the amount of \$607.50 to Ewa Siemion; 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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The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

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

# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

458

TO: MEMORANDUM DOCKET

FROM: Joseph G. Pinto, Commissioner  
Department of Parks

DATE: 6/13/2023

SUBJECT: Ewa Siemion- Summer Recreation Marjorie Post Park Refund

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The Department of Parks respectfully requests Town Board approval for a refund in the amount of \$607.50 (six hundred seven dollars and 50/100 cents) to Town of Oyster Bay resident Ewa Siemion, 3 Dory Lane, Massapequa, NY 11758. Mrs. Siemion's daughter will not be attending Summer Recreation at Marjorie Post Park.

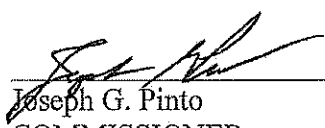
Based on the 2023 Town of Oyster Bay refund policy, Ewa Siemion is eligible to receive the refund minus a 10% administration fee as follows:

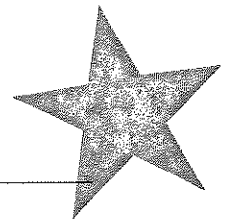
Summer Recreation Marjorie Post Park	\$675.00
10% Administration Fee	\$67.50

**TOTAL REFUND                    \$607.50 (six hundred seven dollars and 50/100 cents)**

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

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


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



JGP/nh

Meeting of July 18, 2023

Resolution No. 459-2023

  
REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
*America Wolfe*

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated June 13, 2023, requested and recommended Town Board authorization to issue a refund in the amount of a \$350.00 to Town of Oyster Bay resident Christina Yun-Cheng, 575 Woodbury Road, Plainview, New York 11803, from Account No. PKS A 0001 02001 510 0000, for fees paid for the 2023 Town of Oyster Bay Ice Hockey League 14/16U, as her son was injured and will no longer be able to attend the program; and

WHEREAS, Commissioner Pinto, by said memorandum, advised that based on the 2023 Town of Oyster Bay refund policy, Mrs. Yun-Cheng is entitled to receive a full refund of the \$350.00 registration fee,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation and request as hereinabove set forth are accepted and approved, and the Department of Parks is hereby authorized to issue a refund in the amount of a \$350.00 to Christina Yun-Cheng, 575 Woodbury Road, Plainview, New York 11803, from Account No. PKS A 0001 02001 510 0000, and payment of said refund is to be made by the Comptroller upon presentation of a duly certified claim, after audit.

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

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

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

459

TO: MEMORANDUM DOCKET

FROM: Joseph G. Pinto, Commissioner  
Department of Parks

DATE: 6/13/2023

SUBJECT: Christina Yun-Cheng- Ice Hockey House League 14/16U 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 fifty dollars and 00/100 cents) to Town of Oyster Bay resident Christina Yun-Cheng, 575 Woodbury Road, Plainview, NY 11803. Mrs. Yun-Cheng's son was injured and will not be participating in the Ice Hockey House League 14/16U.

Based on the 2023 Town of Oyster Bay refund policy, Christina Yun-Cheng is eligible to receive the refund as follows:

Ice Hockey House League 14/16U- \$350.00

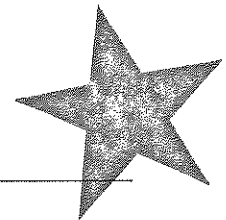
Due to circumstances supporting this refund, the Administrative Fee will be waived.

**TOTAL REFUND                      \$350.00 (three hundred dollars and 50/100 cents)**

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

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

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



JGP/nh

Meeting of July 18, 2023

Resolution No. 460-2023

WHEREAS, Mara Navaretta has 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 her daughter, Sabrina Navaretta; 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 June 16, 2023, recommended that the Town accept said donation,

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

-#-

Reviewed By  
Office of Town Attorney

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

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



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

**TO:** Memorandum Docket  
**FROM:** Joseph G. Pinto, Commissioner of Parks  
**SUBJECT:** Memorial Plaque and Bench  
**DATE:** June 16, 2023

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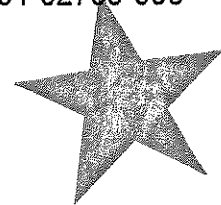
The Department of Parks has received a request from Mara Navaretta (letter attached) requesting a memorial plaque on a new bench at Theodore Roosevelt Memorial Park and Beach in memory of her daughter, Sabrina Navaretta.

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

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

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:** Mara Navaretta [REDACTED]  
**Sent:** Thursday, June 15, 2023 12:33 PM  
**To:** Diann Codispodo  
**Cc:** John email  
**Subject:** Re: Memorial Prices and Guidelines  
**Attachments:** Memorial Prices and Guidelines New2022.docx

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

Hi Diann

We would like a new bench & plaque for a memorial for our daughter Sabrina Navaretta at Teddy Roosevelt Park in Oyster Bay.

Mara Navaretta  
Licensed Real Estate Broker  
Homes By Mara Realty  
30 Berry Hill Rd  
Syosset, NY 11791  
[REDACTED]

On Jun 15, 2023, at 11:51 AM, Diann Codispodo <dcodispodo@oysterbay-ny.gov> wrote:

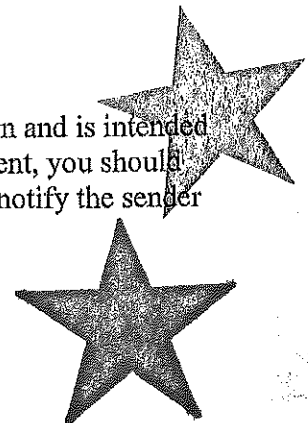
Hi Mara and John,

Attached are the prices and guidelines for the memorials. I know that you already met with Dan and agreed upon a spot for Sabrina's bench.

Email me a request letter and then I can start the paperwork on my side. You can email me the wording for the bench whenever you have it ready, no rush.

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.



Reviewed By  
Office of Town Attorney  
*Danica Wolfe*

Meeting of October 25, 2022

Resolution No.760-2022

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

FEES FOR A MEMORIAL PLAQUE:

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

FEES FOR A MEMORIAL PLAQUE AND A NEW BENCH:

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

FEES FOR A MEMORIAL PLAQUE PLACED ON AN EXISTING BENCH:

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

FEES FOR A MEMORIAL PLAQUE PLACED UNDER AN EXISTING TREE:

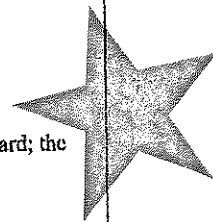
8" x 4" plaque placed under an existing tree is \$450.00  
8" x 6" plaque placed under an existing tree is \$550.00

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

-#-

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

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



Meeting of July 18, 2023

Resolution No. 461-2023

7/18/23  
Reviewed By  
Office of Town Attorney  
Ralph P. Deery

WHEREAS, Gary S. Bretton, President, Nassau County Bethpage Police Athletic League, 428 Stewart Avenue, Bethpage, New York 11714, submitted a Field/Faculty Use Permit Application, dated May 25, 2023, which requested the use of Bethpage Community Park Pool, from 6:00 a.m. to 9:30 a.m., Mondays through Fridays, from Friday, July 5, 2023 through Wednesday, August 23, 2023; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated June 14, 2023, requested Town Board approval to provide the Nassau County Bethpage Police Athletic League with the use of Bethpage Park Community Park Pool, from 6:00 a.m. to 9:30 a.m., Mondays through Fridays, from Friday, July 5, 2023 through Wednesday, August 23, 2023; and

WHEREAS, the Town Board deems this program 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 Parks is hereby authorized to provide the Nassau County Bethpage Police Athletic League with the use of Bethpage Community Park Pool, from 6:00 a.m. to 9:30 a.m., Mondays through Fridays, from Friday, July 5, 2023 through Wednesday, August 23, 2023, *nunc pro tunc*, subject to the following terms, conditions and provisions:

1. The use of all Town property and equipment shall be in conformance with the direction of the Commissioner of the Department of Parks, 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 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 comprehensive general liability insurance, with a Liability limit of \$1,000,000.00 bodily injury per occurrence, and \$1,000,000.00 property damage, with a general aggregate of \$2,000,000.00, and naming the Town of Oyster Bay as an additional insured, in connection with the afore-described activity; and be it further

RESOLVED, That the Department of Parks shall charge the Nassau County Bethpage Police Athletic League a fee for the use of said Pool, in the amount of Three Dollars (\$3.00) per child, with a limit of Twenty-Five (25) child participants per day, for a maximum fee amount of Seventy-Five Dollars (\$75.00) per day; and be it further

RESOLVED, That the Department of Parks shall deposit all fees it collects into Account No. PKS SP01 0001 02025 528 0000; and be it further

RESOLVED, That the Commissioner of the Department of Parks, and/or his designee, shall have sole discretion to change the dates and times of the Nassau County Bethpage Police Athletic League's use of Bethpage Community Park Pool, Bethpage Community Park, or any other Town of Oyster Bay Department of Parks Facility.

#

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

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

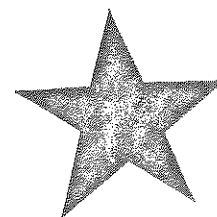
**TOWN OF OYSTER BAY**  
**Inter- Department Memorandum**

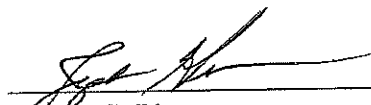
TO: MEMORANDUM DOCKET  
FROM: Joseph G. Pinto, Commissioner of Parks  
DATE: JUNE 14, 2023  
SUBJECT: Bethpage PAL

The Department of Parks respectfully requests Town Board approval to utilize the Bethpage Community Park pool Monday through Friday from 6:00AM to 9:30AM for the period of July 5, 2023 to August 18, 2023, *nunc pro tunc*, for a fee of \$3.00 a child x 25 children for \$75.00 a day. Dates, times and locations of the program may be changed by the Commissioner of Parks or designee only.

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

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



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

JGP/JM  
Att.



Joseph G. Pinto  
Commissioner

Town of Oyster Bay  
Department of Parks  
977 Hicksville Road  
Massapequa, NY 11758  
(516) 797-4128 fax: (516) 797-4145  
[www.oysterbaytown.com](http://www.oysterbaytown.com)

Gregory J. Skupinsky  
Deputy Commissioner

Gregory M. Mangino  
Deputy Commissioner

### FIELD/FACILITY USE PERMIT APPLICATION

REQUESTING ORGANIZATION Nassau County Bethpage P.A.L.  
APPLICANT'S NAME: GARY S. BRETTON, President TOB RESIDENT ☒ NON-RESIDENT ☐  
ORGANIZATION'S OFFICIAL ADDRESS: 428 STEWART AVE  
CITY Bethpage STATE NY ZIP CODE 11714  
HOME PHONE [REDACTED] E-MAIL BETHPAGEPAL@optonline.net

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

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

Federal Tax ID # (required only if applying as a Non-Profit group): 11-100028109

Permission is requested to use (please check one):

☐ Baseball ☐ Softball ☐ Football ☐ Lacrosse ☐ Soccer ☒ Other Pool

Location: 1001 STEWART AVE, Bethpage Field: Pool

Date(s) Requested: July 5<sup>th</sup> thru Aug 18, 2023 Mon thru Fri

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

Monday: 6AM - 9:30 AM Tuesday: 6AM - 9:30 AM

Wednesday: 6AM - 9:30 AM Thursday: 6AM - 9:30 AM

Friday: 6AM - 9:30 AM Saturday: \_\_\_\_\_

Sunday: We understand there is a fee per kid per day approx \$25 kids

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

SIGNATURE: Gary S. Bretton DATE 5/25/23

We will provide our own Life guards



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/28/2023

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

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

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

**COVERAGES****CERTIFICATE NUMBER:** 1002139599**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	SBCGL0274306	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

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

Reviewed By  
Office of Town Attorney

**CERTIFICATE HOLDER**

Town of Oyster Bay Dept. of Parks and Public Works

977 Hicksville Road

MASSAPEQUA

NY 11758

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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OLICY NUMBER: SBCGL0274305

COMMERCIAL GENERAL LIABILITY  
CG 20 26 04 13

*Bethpage PAE*

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

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

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

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

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

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

However:

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

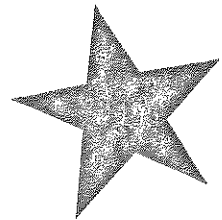
B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

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

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

whichever is less.

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



Reviewed By  
Office of Town Attorney

Ralph P. Healey

WHEREAS, Thomas LoVarco, Senior Instructor, American Black Belt Academy, 4875 Merrick Road, Massapequa Park, New York 11762, by email dated Tuesday, June 6, 2023, requested that the Department of Parks provide the Academy with the use of Marjorie R. Post Community Park Pool, for the Academy's Summer Camp, to be held from 12:00 p.m. to 3:00 p.m., on Mondays and Fridays, from Monday, July 10, 2023, through Monday, August 25, 2023; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated June 14, 2023, requested Town Board approval to provide the American Black Belt Academy with the use of Marjorie R. Post Park Community Pool, for the Academy's Summer Camp, to be held from 12:00 p.m. to 3:00 p.m., on Mondays and Fridays, from Monday, July 10, 2023 through Monday, August 25, 2023; and

WHEREAS, the Town Board deems this program 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 Parks is hereby authorized to provide the American Black Belt Academy with the use of Marjorie R. Post Park Community Pool, for the Academy's Summer Camp, to be held from 12:00 p.m. to 3:00 p.m., on Mondays and Fridays, from Monday, July 10, 2023, through Monday August 25, 2023, *nunc pro tunc*, subject to the following terms, conditions and provisions:

1. The use of all Town property and equipment shall be in conformance with the direction of the Commissioner of the Department of Parks, 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 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 general liability insurance, with a Commercial Liability limit of \$1,000,000.00 per occurrence, with a general aggregate of \$2,000,000.00, and naming the Town of Oyster Bay as an additional insured, in connection with the afore-described activity; and be it further

RESOLVED, That the Department of Parks shall limit each swim session to maximum number of twenty (20) child participants per session; and be it further

RESOLVED, That the Department of Parks shall charge the American Black Belt Academy fees for the use of said Pool, in the amounts of Six Dollars (\$6.00) per child, and Eight Dollars (\$8.00) per adult; and be it further

RESOLVED, That the Department of Parks shall deposit all fees it collects into Account No. PKS SP07 0001 02025 528 0000; and be it further

RESOLVED, That the Commissioner of the Department of Parks, and/or his designee, shall have sole discretion to change the dates, times and/or location of any and all events of the American Black Belt Academy Summer Camp held at Marjorie R. Post Community Park, Marjorie R. Post Community Park Pool, or at any other Town of Oyster Bay Department of Parks Facility.

#

The foregoing resolution was declared 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	Aye
Councilwoman Walsh	Aye

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

TO: MEMORANDUM DOCKET

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FROM: JOSEPH G. PINTO, COMMISSIONER OF PARKS

DATE: JUNE 14, 2023

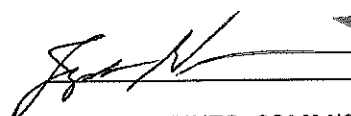
SUBJECT: AMERICAN BLACK BELT ACADEMY

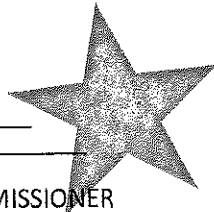
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The Department of Parks respectfully requests Town Board approval to utilize the Marjorie R. Post Community Park pool Mondays and Fridays from 12:00PM to 3:00PM for the period of July 10, 2023 to August 25, 2023, *nunc pro tunc*, to the American Black Belt Academy for a fee of \$6.00 a child and \$8.00 an adult. For safety purposes the daily number of child participants will be limited to no more than twenty (20) per session. Payment will be received by park staff each day. If a participant has a pool pass they may use that for entry. Counselors not swimming will not have to pay. Dates, times and locations of the program may be changed by the Commissioner of Parks or designee only.

American Black Belt Academy shall be required to produce a Certificate of Liability Insurance, naming the Town of Oyster Bay as additionally insured providing Comprehensive General Liability Insurance with bodily injury limit \$1,000,000 each occurrence and \$1,000,000 Property Damage.

Town Board approval is therefore respectfully requested to authorize the pool space to American Black Belt Academy, as detailed above. Funds collected will be deposited into account number PKS SP07 0001 02025 528 0000.

  
JOSEPH G. PINTO, COMMISSIONER  
DEPARTMENT OF PARKS



## Jenna Monteagudo

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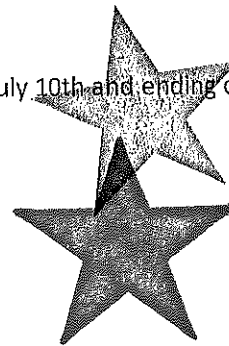
**From:** Tom Lovarco [REDACTED]  
**Sent:** Tuesday, June 13, 2023 6:09 PM  
**To:** aquatics  
**Subject:** Pool Permit

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!

Hello:

We would like to apply for a pool permit for our summer camp at Marjorie Post.  
We will be there on Monday's and Friday's from about 12:00- 3:00 starting on Monday July 10th and ending on Friday August 25th. We will have about 15 children each day.

Thank You  
Tom LoVarco  
American Black Belt Academy  
4875 Merrick Road  
Massapequa Park, NY 11762  
[REDACTED]





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/11/2023

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

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

<b>PRODUCER</b> K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804	<b>CONTACT NAME:</b> MM – Martial Arts School <b>PHONE (A/C, No, Ext):</b> 1-800-648-6406 <b>FAX (A/C, No):</b> 1-260-459-5940 <b>E-MAIL ADDRESS:</b> info@martialartsinsurance-kk.com <b>PRODUCER CUSTOMER ID:</b>														
<b>INSURED</b> Fourfists, Inc DBA: American Black Belt Academy 4875 Merrick Rd Massapequa Park, NY 11762 A Member of the Sports, Leisure & Entertainment RPG	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Markel Insurance Company</td><td>38970</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Markel Insurance Company	38970	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES**

CERTIFICATE NUMBER: W02500195

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		M1MAS0000000130900	08/13/2023 12:01 AM EDT	08/13/2024 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS – COMP/OP AGG \$1,000,000 PROFESSIONAL LIABILITY \$1,000,000 BODILY INJURY TO PARTICIPANTS \$1,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> NOT PROVIDED WHILE IN HAWAII			M1MAS0000000130900	08/13/2023 12:01 AM EDT	08/13/2024 12:01 AM	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE – EA EMPLOYEE E.L. DISEASE – POLICY LIMIT
A	MEDICAL PAYMENTS FOR PARTICIPANTS			M1MAS0000000130900	08/13/2023 12:01 AM EDT	08/13/2024 12:01 AM	PRIMARY MEDICAL EXCESS MEDICAL \$150,000

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

Facility #1: 4875 Merrick Rd, Massapequa Park, New York, 11762

Martial Arts style(s): Karate, Kickboxing (cardio/fitness only), Mixed martial arts (Ultimate/extreme/cage fighting) (instruction only)

The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

Authorized By  
Office of Town Attorney**CERTIFICATE HOLDER**

The Town of Oyster Bay  
977 Hicksville Rd  
Massapequa, NY 11758  
(Sponsor)

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Coverage is only extended to U.S. events and activities.

\*\* NOTICE TO TEXAS INSURED: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas

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

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

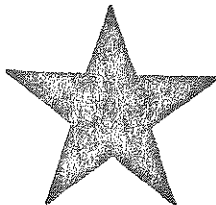
This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

## SCHEDULE

<b>Name Of Additional Insured Person(s) Or Organization(s)</b> The Town of Oyster Bay 977 Hicksville Rd Massapequa, NY 11758  Named Insured: Fourfists, Inc DBA: American Black Belt Academy
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
  2. In connection with your premises owned by or rented to you.
- However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
  2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



Reviewed By  
Office of Town Attorney

Ralph P. Healy

463

DRAFT

Reviewed By  
Office of Town Attorney  
JLA

WHEREAS, by Resolution No. 742-2023, adopted on December 7, 2021, the Town Board authorized Cashin Associates, P.C. to perform engineering services relative to construction management, for a two (2) year term, commencing on January 1, 2022 through December 31, 2023; and

WHEREAS, Cashin Associates, P.C. provided such services regarding construction design in connection with Contract No. DP23-262, Town of Oyster Bay Honorable Joseph Coby Golf Course Tee Box Reconstruction; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated June 16, 2023, stated that the design for Contract No. DP23-262 has been completed, and that the Department of Public Works has approved the plans and specifications, with an estimated construction time for completion of 365 days; and

WHEREAS, Commissioner Lenz, by said memorandum, requested that the Town Board authorize the Department of General Services, Division of Purchasing, proceed with setting a bid date for receiving bids for the contract, and further requested that the Department of General Services, Division of Purchasing, contact the Department of Public Works, Division of Engineering, to establish a bid date,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of General Services, Division of Purchasing is authorized and directed to proceed with the bidding phase for Contract No. DP23-262, and to proceed with setting a bid date for receiving bids.

-#-



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

June 16, 2023

TO: MEMORANDUM DOCKET

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


SUBJECT: ACCEPTANCE OF THE DESIGN & REQUEST TO ENTER BID &  
CONSTRUCTION PHASE  
TOWN OF OYSTER BAY HONORABLE JOSEPH COLBY  
GOLF COURSE TEE BOX RECONSTRUCTION  
CONTRACT NO. DP23-262

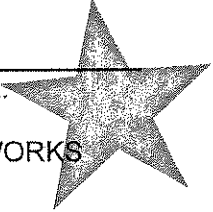
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Town Board Resolution No. 742-2021 authorized Cashin Associates, P.C., to perform engineering services relative to the above-mentioned contract.

The design has been completed and the Commissioner of Public Works has approved the plans and specifications. The estimated construction time for completion of this subject contract is 365 calendar days.

It is hereby requested that the Town Board authorize by Resolution that the Division of Purchasing, by copy of this memorandum, shall proceed with setting a bid date for receiving bids for this contract.

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



RWL  MR/TLS/IK

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

DP23-262 Golf Course Tee Boxes Permission to Bid

Meeting of December 7, 2021

Resolution No. 742-2021

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated November 22, 2021, advised that a Request for Proposals for On-Call Engineering Services Relative to Construction Management was issued in accordance with the specifications contained in Contract No. PWC10-22, for a two (2) year contract term, commencing January 1, 2022 through December 31, 2023; and

WHEREAS, in response to the aforementioned Request for Proposals, twenty (20) responses were received by the Division of Engineering; and

WHEREAS, Commissioner Lenz, by said memorandum, stated that after review of the Division of Engineering's preliminary recommendations performed in compliance with the requirements of Guideline 6 and 9 of the Town of Oyster Bay Procurement Policy and in conjunction with the current workload, the Department has selected LiRo Engineers, Inc., Lockwood, Kessler & Bartlett, Inc., N & P Engineering, Architecture & Land Surveying, PLLC, D & B Engineers and Architects, DPC, de Bruin Engineering, P.C., H2M Engineers & Architects, Cashin Associates, P.C., NV5 New York-Engineers, Architects, Landscape Architects & Surveyors and Tristate Planning & Engineering, P.C.; and

WHEREAS, Commissioner Lenz, by said memorandum, requested Town Board authorization for the Department of Public Works to enter into Contract No. PWC10-22, On-Call Engineering Services Relative to Construction Management, with LiRo Engineers, Inc., Lockwood, Kessler & Bartlett, Inc., N & P Engineering, Architecture & Land Surveying, PLLC, D & B Engineers and Architects, DPC, de Bruin Engineering, P.C., H2M Engineers & Architects, Cashin Associates, P.C., NV5-New York-Engineers, Architects, Landscape Architects & Surveyors and Tristate Planning & Engineering, P.C., for a two (2) year term, commencing on January 1, 2022 through December 31, 2023; and

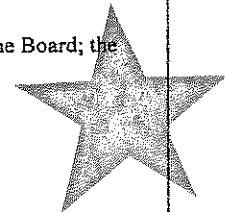
WHEREAS, the Office of the Inspector General has reviewed the Request for Proposals and the proposed vendors' disclosure questionnaires and is satisfied that the Procurement Policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved and the Department of Public Works is hereby authorized to enter into Contract No. PWC10-22, On-Call Engineering Services relative to Construction Management, with LiRo Engineers, Inc., Lockwood, Kessler & Bartlett, Inc., N & P Engineering, Architecture & Land Surveying, PLLC, D & B Engineers and Architects, DPC, de Bruin Engineering, P.C., H2M Engineers & Architects, Cashin & Associates, P.C., NV5 New York-Engineers, Architects, Landscape Architects & Surveyors and Tristate Planning & Engineering, P.C., for a two (2) year term, commencing on January 1, 2022 through December 31, 2023.

#

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

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



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

WHEREAS, Richard W. Lenz, P.E. Commissioner, Department of Public Works, by memorandum dated June 15, 2023, advised that Cameron Engineering & Associates, LLP, by letter dated May 17, 2023, made a final review of the work performed under Contract No. DP22-230, Francis M. Gaynor Park Synthetic Turf Field Installation, and certified that the Contractor, The LandTek Group, Inc. has complied with all of the requirements of the Contract, and Commissioner Lenz, by said memorandum, concurred with the recommendation of Cameron Engineering & Associates, LLP that this Contract be accepted as having been completed, and that final payment be made to the Contractor; and

WHEREAS, final construction costs were in the amount of \$2,473,218.64; and

WHEREAS, the Office of the Town Attorney and the Office of the Comptroller, and the Department of Parks, by memoranda dated June 5, 2023, June 6, 2023 and June 13, 2023, respectively, have stated that there are no legal obstacles or financial encumbrances of record that would necessitate the withholding of final acceptance of this Contract,

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth, that Contract No. DP22-230, be accepted as being complete, at a final construction cost of \$2,473,218.64, are hereby accepted, and the Office of the Comptroller is hereby authorized and directed to make final payment for same to The LandTek Group, Inc. in accordance with the applicable terms and provisions of the Contract, after the customary review of the engineer's certificate, upon presentation of a duly certified claim, after audit.

-#-

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

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

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

June 15, 2023

TO: MEMORANDUM DOCKET

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

SUBJECT: CHANGE ORDER NO. 2 AND FINAL ACCEPTANCE  
FRANCIS M. GAYNOR PARK SYNTHETIC TURF FIELD INSTALLATION  
GLEH HEAD, NEW YORK  
CONTRACT NO. DP22-230

---

Attached is the final acceptance letter, with backup, from Cameron Engineering & Associates, LLP, dated May 17, 2023 concerning Change Order #2 with a total increase in the amount of \$60,409.50. Said Change Order No. 2 net increase is explained by the consultant in this correspondence.


Attached herewith is also:

1. A letter dated May 17, 2023 from Cameron Engineering & Associates, LLP recommending final acceptance by the Town of Oyster Bay.
2. The consultant's final engineer's certificate for The LandTek Group, Inc dated May 31, 2023.
3. A statement from the Town Attorney's office indicating there are no legal hindrances.
4. A statement from the Town Comptroller indicating there are no financial hindrances which would delay the acceptance of this contract.
5. A statement from the Department of Parks concurring with final acceptance.

Work under this contract was directed to proceed as of September 14, 2022 to be completed within 95 calendar days on December 17, 2022. The project extended to May 19, 2023. Actual work was completed on April 4, 2023.

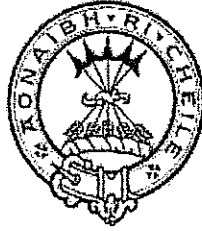
Final construction costs amount to \$2,473,218.64.

We hereby concur with Cameron Engineering & Associates, LLP and recommend that the Town Board, by Resolution, accept the project 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/lk  
Attachments

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



# CAMERON ENGINEERING

an  IMEG company

May 17, 2023

Town of Oyster Bay, Division of Engineering  
Sunita Chakraborti, Project Manager  
150 Miller Place  
Syosset, NY, 11791

Re: Final Project Closeout  
Francis M. Gaynor Park Synthetic Turf Field Installation  
Glen Head, New York  
Contract No. DP22-230  
Bid No. PW034-22  
CE3179-001

Dear Mrs. Chakraborti;

This correspondence is provided in reference to the closeout of the above referenced Town of Oyster Bay Public Works Contract, for the completed improvements at The Francis M. Gaynor Park, Glen Head, NY.

This contract included a duration of ninety-five (95) calendar days. The actual work commenced on September 14, 2022 and was to be completed by December 17, 2022. After an approved extension of time the contract completion date was extended to May 19, 2023 and the actual work was completed on April 3, 2023.

On February 8, 2023 a request for additional fencing improvements was authorized by the Town to be completed at the Facility. The total value of this additional work was \$60,409.50. The new and final contract value, after approval by the Town Board will be \$2,473,218.64.

Our office agrees that all work was completed at The Francis M. Gaynor Park, and is in general conformance with the contract documentation and recommend that the Town of Oyster Bay accepts this job as final.

Should you have any questions, or require additional information, please do not hesitate to contact me directly at (516) 224-5245.

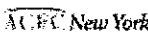

Very truly yours,



Walter Sieber  
Associate, Civil & Landscape Architecture  
Land Development

WCS/kj

K:\C3150-3199\CE3179-001 - GAYNOR PARK CONTRACT DOCUMENTS\CONSTRUCTION PHASE\13- CLOSEOUT DOCS\O.L.-SUNITA CHAKRABORTI - 2023-05-17.DOC

Active Member of  

177 Crossways Park Drive, Woodbury, NY 11797 / (516) 927-4900 1411 Broadway, Suite 610, New York, NY 10018 / (212) 324-4000  
503 Old Tarrytown Road, 1st Floor, White Plains, NY 10603 / (914) 721-8300

TOWN OF OYSTER BAY DEPARTMENT OF PUBLIC WORKS  
Construction of Francis M. Gaynor Park Synthetic Turf Field Installation  
Contract No. DP22-230  
CHANGE ORDER NO. 2

To: The Landtek Group  
105 SWEENEYDALE AVE  
BAY SHORE, NY 11706

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

Item No. 1

- A. Furnish the required labor and material to install a 10-foot-tall ball stopper netting within a 24-inch-wide concrete mow strip, along the east end of the new multi-purpose field.

TOTAL COST OF ITEM NO. 1: + \$29,911.50

Item No. 2

- A. Remove existing 12-foot-high chain link fence poles and fabric at the third base line of the ball field, located on the west side of the park. Furnish the required labor and material to replace the removed fence with a new galvanized chain link fence, 20-feet in height. Additional scope of work is to address ball control for safety purposes.

TOTAL COST OF ITEM NO. 2: + \$30,498.00

TOTAL COST OF CHANGE ORDER NO. 2: \$60,409.50

The original Contract sum was:	\$ 2,178,100
Net Change by previously authorized Change Orders:	\$ 234,709.14
Total Contract sum prior to this Change Order:	\$ 2,412,809.14
Change Order No. 2:	\$ 60,409.50
New Contract sum including CHANGE ORDER NO. 2:	\$ 2,473,218.64

The above work is to be performed in accordance with the letter from Cameron Engineering & Associates, LLP, dated January 11, 2023 and the memorandum of the Department of Public Works, dated \_\_\_\_\_, at a cost to the Town in the amount of \$60,409.50.

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


Recommended by:  
Cameron Engineering & Associates, LLP

by: 

Date: 3-29-23

Sufficient funding for this Change Order is available from Account No. PKS-H-7197-20000-000-2102-001, ID: 2102PKSA-03: (\$60,409.50)

by:   
Robert D'Amico, Director of Finance

by:  4/1/23  
Steven Ballas, Comptroller

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

by: 

Date: 3-27-23

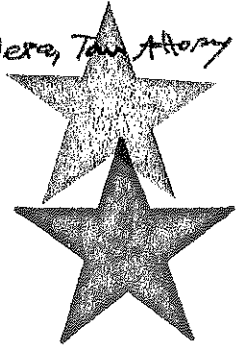
The vendor's disclosure questionnaire has been reviewed and the Town Procurement Policy has been fulfilled.

by:  Frank M. Scalera, Town Attorney

The above Change Order is hereby accepted by the Town.

Joseph S. Saladino, Town Supervisor

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



TOWN OF OYSTER BAY DEPARTMENT OF PUBLIC WORKS  
Construction of Francis M. Gaynor Park Synthetic Turf Field Installation  
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The above Change Order is hereby accepted by the Town of Oyster Bay.

Recommended by:  
Cameron Engineering & Associates, LLP

by: [Signature]

Date: 3-29-23

Sufficient funding for this Change Order is available from Account No. PKS-H-7197-20000-000-2102-001, ID: 2102PKSA-03: (\$60,409.50)

by: [Signature]  
Robert Darienzo, Director of Finance

by: [Signature] 4/11/23  
Steven Ballas, Comptroller

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

by: [Signature]

Date: 3-27-23

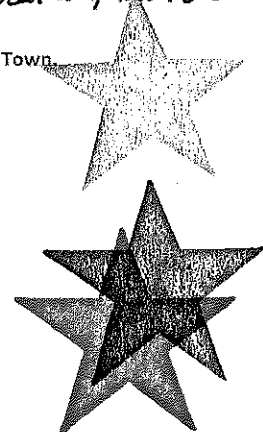
The vendor's disclosure questionnaire has been reviewed and the Town Procurement Policy has been fulfilled.

by: [Signature] Frank M. Scales, Town Attorney

The above Change Order is hereby accepted by the Town

Joseph S. Saladino, Town Supervisor

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



TOWN OF OYSTER BAY DEPARTMENT OF PUBLIC WORKS  
Construction of Francis M. Gaynor Park Synthetic Turf Field Installation  
Contract No. DP22-230  
CHANGE ORDER NO. 2

To: The Landtek Group  
105 SWEENEYDALE AVE  
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Recommended by:  
Cameron Engineering & Associates, LLP

by: [Signature]

Date: 3-29-23

Sufficient funding for this Change Order is available  
from Account No.  
PKS-H-7197-20000-000-2102-001, ID: 2102PKSA-03: (\$60,409.50)

by: [Signature]  
Robert Darienzo, Director of Finance

by: [Signature] 4/5/23  
Steven Ballas, Comptroller

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

by: [Signature]

Date: 3-27-23

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

by: [Signature]  
~~Brian Noone, Inspector General~~ Frank M. Scalap, Town Attorney

The above Change Order is hereby accepted by the Town.

Joseph S. Saladino, Town Supervisor

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





TOWN OF OYSTER BAY DEPARTMENT OF PUBLIC WORKS  
Construction of Francis M. Gaynor Park Synthetic Turf Field Installation  
Contract No. DP22-230  
CHANGE ORDER NO. 2

To: The Landtek Group  
105 SWEENEYDALE AVE  
BAY SHORE, NY 11706

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

Item No. 1

- A. Furnish the required labor and material to install a 10-foot-tall ball stopper netting within a 24-inch-wide concrete mow strip, along the east end of the new multi-purpose field.

TOTAL COST OF ITEM NO. 1: + \$29,911.50

Item No. 2

- A. Remove existing 12-foot-high chain link fence poles and fabric at the third base line of the ball field, located on the west side of the park. Furnish the required labor and material to replace the removed fence with a new galvanized chain link fence, 20-feet in height. Additional scope of work is to address ball control for safety purposes.

TOTAL COST OF ITEM NO. 2: + \$30,498.00

TOTAL COST OF CHANGE ORDER NO. 2: \$60,409.50

The original Contract sum was:	\$ 2,178,100
Net Change by previously authorized Change Orders:	\$ 234,709.14
Total Contract sum prior to this Change Order:	\$ 2,412,809.14
Change Order No. 2:	\$ 60,409.50
New Contract sum including CHANGE ORDER NO. 2:	\$ 2,473,218.64

The above work is to be performed in accordance with the letter from Cameron Engineering & Associates, LLP, dated January 11, 2023 and the memorandum of the Department of Public Works, dated \_\_\_\_\_, at a cost to the Town in the amount of **\$60,409.50**.

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

Recommended by:  
Cameron Engineering & Associates, LLP

by: 

Date: 3-29-23

Sufficient funding for this Change Order is available from Account No. PKS-H-7197-20000-000-2102-001, ID: 2102PKSA-03: (\$60,409.50)

by: 

Robert Darisano, Director of Finance

by: 

Steven Ballas, Comptroller

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

by: 

Date: 3-27-23

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

by: 

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

The above Change Order is hereby accepted by the Town.

Joseph S. Saladino, Town Supervisor

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



TOWN OF OYSTER BAY DEPARTMENT OF PUBLIC WORKS  
Construction of Francis M. Gaynor Park Synthetic Turf Field Installation  
Contract No. DP22-230  
CHANGE ORDER NO. 2

To: The Landtek Group  
105 SWEENEYDALE AVE  
BAY SHORE, NY 11706

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

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TOTAL COST OF ITEM NO. 1: + \$29,911.50

**Item No. 2**

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Recommended by:  
Cameron Engineering & Associates, LLP

by: [Signature]

Date: 3-29-23

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by: [Signature]  
Robert D'Amico, Director of Finance

by: [Signature] 4/7/23  
Steven Ballas, Comptroller

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

by: [Signature]

Date: 3-27-23

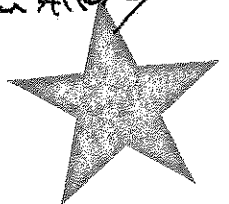
The vendor's disclosure questionnaire has been reviewed and the Town Procurement Policy has been fulfilled.

by: [Signature]  
~~Brian Noone, Inspector General~~ Frank M. Scalese, Town Attorney

The above Change Order is hereby accepted by the Town.

Joseph S. Saladino, Town Supervisor

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



TOWN OF OYSTER BAY DEPARTMENT OF PUBLIC WORKS  
Construction of Francis M. Gaynor Park Synthetic Turf Field Installation  
Contract No. DP22-230  
CHANGE ORDER NO. 2

To: The Landtek Group  
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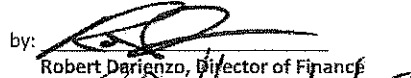
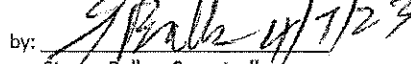
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Recommended by:  
Cameron Engineering & Associates, LLP

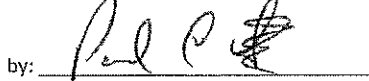
by: 

Date: 3-29-23

Sufficient funding for this Change Order is available from Account No. PKS-H-7197-20000-000-2102-001, ID: 2102PKSA-03: (\$60,409.50)

by:   
Robert Darienzo, Director of Finance  
by:   
Steven Ballas, Comptroller

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

by: 

Date: 3-27-23

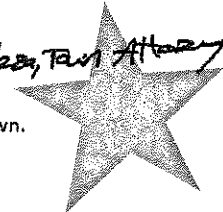
The vendor's disclosure questionnaire has been reviewed and the Town Procurement Policy has been fulfilled.

by:   
Brian Moore, Inspector General  
  
Frank M. Scakay, Town Attorney

The above Change Order is hereby accepted by the Town.

Joseph S. Saladino, Town Supervisor

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



TOWN OF OYSTER BAY DEPARTMENT OF PUBLIC WORKS  
Construction of Francis M. Gaynor Park Synthetic Turf Field Installation  
Contract No. DP22-230  
CHANGE ORDER NO. 2

To: The Landtek Group  
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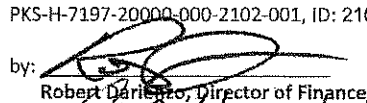
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Recommended by:  
Cameron Engineering & Associates, LLP

by: 

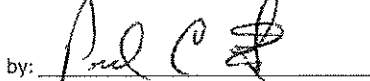
Date: 3.29.23

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from Account No.  
PKS-H-7197-20000-000-2102-001, ID: 2102PKSA-03: (\$60,409.50)

by:   
Robert Dariento, Director of Finance

by:   
Steven Ballas, Comptroller

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

by: 

Date: 3.27.23

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

by:   
~~Brian Nunnis, Inspector General~~ Frank M. Sialecia, Town Attorney

The above Change Order is hereby accepted by the Town.

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

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



TOWN OF OYSTER BAY DEPARTMENT OF PUBLIC WORKS  
Construction of Francis M. Gaynor Park Synthetic Turf Field Installation  
Contract No. DP22-230  
CHANGE ORDER NO. 2

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

Recommended by:  
Cameron Engineering & Associates, LLP

by: 

Date: 3-29-23

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from Account No.  
PKS-H-7197-20000-000-2102-001, ID: 2102PKSA-03: (\$60,409.50)

by: 

Robert Barile, Director of Finance

by: 

Steven Ballas, Comptroller

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

by: 

Date: 3-27-23

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

by: 

Brian Noone, Inspector General

Frank M. Scaler, Town Attorney

The above Change Order is hereby accepted by the Town.

Joseph S. Saladino, Town Supervisor

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



# Application for Payment

AIA DOCUMENT G732

<b>OWNER:</b> Town of Oyster Bay 74 Audrey Avenue Oyster Bay, NY 11771	<b>PROJECT:</b> Gaynor Park Fields 196 Glen Head Road Glen Head, NY 11545	<b>APPLICATION NO:</b> 8 - Final <b>PERIOD TO:</b> 4/30/2023 <b>CONTRACT DATE:</b> 06/28/22 <b>LANDTEK JOB NO:</b> 30-1548, 33-2840, 37-1131 & 50-2352 <b>LANDTEK CUSTOMER NO:</b> OYST01	<b>Distribution to:</b> x OWNER x ARCHITECT x CONTRACTOR x CON. MGR
<b>CONTRACTOR:</b> The LandTek Group, Inc. 105 Sweeneydale Avenue Bay Shore, NY 11706			
<b>Architect:</b> Cameron Engineering 177 Crossways Park Drive Woodbury, NY 11797			

## FOR: Gaynor Park Athletic Fields and Playground

### 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

\$2,178,100.00  
~~\$2,287,000.00~~

#### 2. Net Change by Change Orders

\$295,118.64

#### 3. CONTRACT SUM TO DATE (Line 1 + 2)

2,473,218.64  
~~\$2,582,125.04~~

#### 4. TOTAL COMPLETED & STORED TO DATE

\$2,473,218.64

#### 5. RETAINAGE:

a. 0% of Completed Work

(Columns D/E on G703)

b. % of Stored Material

(Column F on G703)

Total Retainage (Line 5a + 5b)

\$0.00

\$0.00

\$0.00

#### 6. TOTAL EARNED LESS RETAINAGE

(Line 4 Less Line 5 Total)

\$2,473,218.64

#### 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 From Prior Certificate)

\$2,282,243.68

#### 8. CURRENT PAYMENT DUE

\$210,974.96

#### 9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 Less Line 6)

\$108,905.00

CHANGE ORDER STATUS	ADDITIONS	DELETIONS
Total changes approved in previous months by Owners	\$234,709.14	\$0.00
Total approved this Month	\$60,409.50	\$0.00
<b>TOTALS</b>	<b>\$295,118.64</b>	<b>\$0.00</b>
<b>NET CHANGE by Change Order</b>	<b>\$295,118.64</b>	

CONTRACTOR: The LandTek Group, Inc.

By: *Jessica Cunningham*

State of New York County of Suffolk Subscribed and sworn to before me this 17th day of May 2023	<b>JESSICA CUNNINGHAM</b> NOTARY PUBLIC, STATE OF NEW YORK Registration No. 01CU6395533 Qualified in Suffolk County My Commission Expires: 5/19/23
---	--

Notary Public: *Jessica Cunningham (Conven)*

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 \$210,974.96

(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)

By: *Jessica Cunningham* Date: 5.31.2023

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

MR

TOWN OF OYSTER BAY  
Inter-Departmental Memo

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

FROM: PAUL S. EHRLICH  
DEPUTY TOWN ATTORNEY

DATE: JUNE 5, 2023

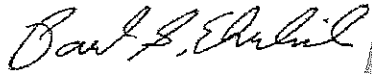
SUBJECT: FINAL ACCEPTANCE  
FRANCIS M. GAYNOR PARK SYNTHETIC TURF FIELD INSTALLATION, GLEN HEAD, NEW  
YORK  
CONTRACT NO. DP22-230

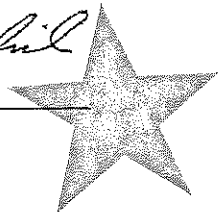
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In reply to your memorandum of June 2, 2023, please be advised that the records of this office disclose no pending litigation or other obstacles which would prevent the final acceptance of the above-referenced Contract.

By copy of this memorandum, the contractor, The LandTek Group, Inc.'s Maintenance Bond BCY1095525 is being forwarded to the Town Clerk. We have reviewed the Maintenance Bond and have approved same as to form.

FRANK M. SCALERA, ESQ.  
TOWN ATTORNEY

By:   
Paul S. Ehrlich  
Deputy Town Attorney



Cc: Comptroller  
Town Clerk (with Bond)

2022-8535PSE

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

June 2, 2023

TO: TOWN ATTORNEY

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

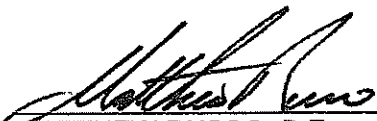
THROUGH: RICHARD W. LENZ, P.E., COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

SUBJECT: FINAL ACCEPTANCE  
FRANCIS M. GAYNOR PARK SYNTHETIC TURF FIELD INSTALLATION  
GLEH HEAD, NEW YORK  
CONTRACT NO.: DP22-230

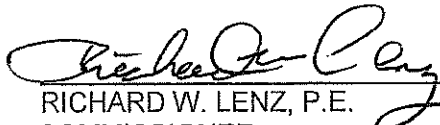
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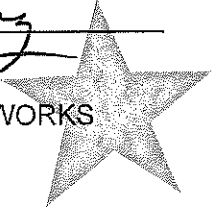
Please review your records as to any legal obstacles that would prevent final acceptance of the subject project. Attached herewith is original Maintenance Bond No. BCY1095525. Please approve as to form. In accordance with Article 34, Subparagraph (b), Page 38 of the contract agreement, the completion date as approved by the Commissioner of Public Works is April 3, 2023.

The contractor is The LandTek Group , and the final contract amount is \$2,473,218.64.

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

RWL/MR/SC/lc  
Attachments

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



RECEIVED  
JUN 13 2023  
TOWN OF OYSTER BAY



HR

TOWN OF OYSTER BAY  
Inter-Departmental Memo

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

FROM: STEVEN C. BALLAS, COMPTROLLER

DATE: JUNE 6, 2023

SUBJECT: FINAL ACCEPTANCE – FRANCIS M. GAYNOR PARK SYNTHETIC TURF  
FIELD INSTALLATION  
GLEN HEAD, NEW YORK  
CONTRACT NO. DP22-230

---

In response to your memo dated June 2, 2023, copy enclosed, please be advised that there are no financial hindrances that would delay the acceptance of this contract.

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



Enclosure

SCB/dim

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

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## TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

June 13, 2023

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  
FRANCIS M. GAYNOR PARK  
SYNTHETIC TURF FIELD INSTALLATION  
GLEN HEAD, NEW YORK  
CONTRACT NO. DP22-230

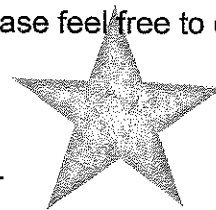
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The Department of Parks is in receipt of the above noted subject.

The Department of Parks concurs with the final acceptance of the *Synthetic Turf Field Installation at Francis M. Gaynor Park, Contract DP22-230* 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



REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
Ralph P. Glenney

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated June 23, 2023, requested Town Board authorization to enter into an agreement, and for the Town Supervisor and/or his designee to execute said agreement, approved as to form by the Office of the Town Attorney, with Lucilu Productions, Inc., 2 Swirl Lane, Levittown, New York, to provide the Town with a musical performance by The Lords of 52<sup>nd</sup> Street, for the "Last Summer Blast Concert", to be held at Ellsworth W. Allen Town Park, Farmingdale, at 7:00 p.m., on Saturday, September 23, 2023, for a fee not to exceed Eight Thousand Seven Hundred Fifty Dollars (\$8,750.00); and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further requested that the Town Board authorize her, and/or her designee, to make changes, as necessary, to the date, time and/or location of said concert; and

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

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, and the Commissioner, Department of Community and Youth Services, is hereby authorized to enter into an agreement, and the Town Supervisor and/or his designee is hereby authorized to execute said agreement, approved as to form by the Office of the Town Attorney, with Lucilu Productions, Inc., to provide the Town with a musical performance by The Lords of 52<sup>nd</sup> Street, for the "Last Summer Blast Concert", to be held at Ellsworth W. Allen Town Park, in Farmingdale, at 7:00 p.m., on Saturday, September 23, 2023, for a fee not to exceed Eight Thousand Seven Hundred Fifty Dollars (\$8,750.00); and be it further

RESOLVED, That the Commissioner of the Department of Community and Youth Services, and/or her designee, is hereby authorized to make changes, as necessary, to the date, time and/or location of said concert; and be it further

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

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

-#-

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

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

405

TOWN OF OYSTER BAY  
Inter-Departmental Memorandum

June 23, 2023

TO: Memorandum Docket

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

SUBJECT: Last Summer Blast Concert

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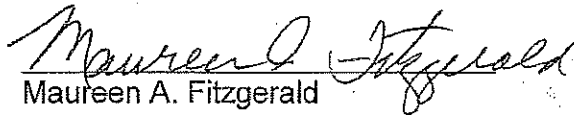
The Department of Community and Youth Services requests Town Board authorization to sign a contract with Lucilu Productions, Inc., located at 2 Swirl Lane, Levittown, New York 11756 who will provide the Lords of 52<sup>nd</sup> Street for the Last Summer Blast concert.

This concert will be held on Saturday, September 23, 2023 at Ellsworth W. Allen Town Park in Farmingdale at 7:00 p.m. The fee for this performance is \$8,750.00 and the funds are available in Account CYS A 7020 47660 000 0000, *Special Events*. Any additional purchase and/or service orders related to this event shall be pursuant to the Town's Procurement Policy through the Purchasing Division and charged to an appropriate account.

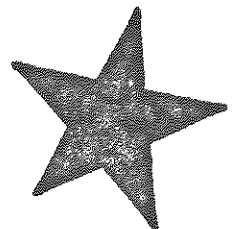
In accordance with the Town of Oyster Bay's Procurement Policy these musicians are exempt from the solicitation and written proposal procedures. The proposed vendor's *Disclosure Questionnaires* have been reviewed and satisfy the Town's Procurement Policy.

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

The Department also requests authorization for the Commissioner of The Department and/or her designee to make changes, as necessary, to the date, time and location of said events.

  
Maureen A. Fitzgerald  
Commissioner

MAF:kf  
Attachment



CONTRACT

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

1. CONTRACTOR agrees to provide services by:

XXXXXXXXXXXXXXXXXX.

a. Type of performance: XXXXXXXXXXXXXXXX

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

c. Date, time and place of performance:

DATE: XXXXX, XXXX XX, XXXX

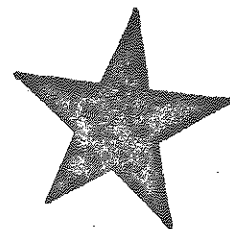
TIME: X:XX - XX:XX

DURATION: XXXXXXXXXXXXXXXX

PLACE: XXXXXXXXXXXXXXXXXXXX  
XXXXXXX, New York

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

Reviewed By  
Office of Town Attorney  
Fm



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

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

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

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

PAYMENT FOR ALL SERVICES MADE PAYABLE TO: XXXXXXXXXXXXXXXXXXXX.

XXXXXXXXXXXXXXXXXXXXX

\_\_\_\_\_  
CONTRACTOR

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

TOWN OF OYSTER BAY

\_\_\_\_\_  
COMMISSIONER

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

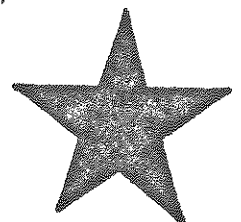
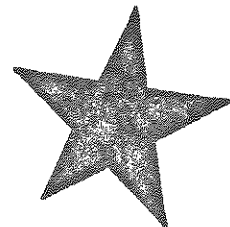


EXHIBIT A  
CONTRACT TERMS & CONDITIONS

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

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



## CONTRACT

This Contract, made the \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between the Town of Oyster Bay, by and through its Department of Community & Youth Services, having its principal offices at Town Hall, Audrey Avenue, Oyster Bay, New York 11771 (hereinafter referred to as TOWN) and Lucilu Productions, Inc., c/o Stephanie Gold having its principal office at 2 Swirl Lane, Levittown, New York 11756 (hereinafter referred to as CONTRACTOR) will be in accordance with the following mutually agreed upon terms and conditions:

1. CONTRACTOR agrees to provide services by:

The Lords of 52<sup>nd</sup> Street

a. Type of performance: Last Summer Blast

b. Contract Amount: \$8,750.00

c. Date, time and place of performance:

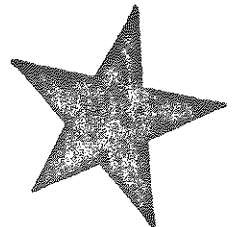
DATE: Saturday, September 23, 2023

TIME: 7:00 (after opening ceremony)

DURATION: 90 minutes

PLACE: Ellsworth W. Allen Town Park  
Farmingdale, New York

2. Performances are as indicated above. Any request for changes in scheduling by CONTRACTOR must be submitted in writing and shall be subject to approval by TOWN. TOWN also reserves the right to make schedule changes pertaining to dates, times and locations as may be deemed in the best interest of the TOWN.
3. For all its services hereunder, including all salaries, costs and expenses, TOWN agrees to pay CONTRACTOR the sum of \$8,750.00. Payment to CONTRACTOR shall be made only after execution of this agreement and completion of all performances. Two weeks prior to the performance, CONTRACTOR must submit a duly certified *Town of Oyster Bay Claim Form* and CONTRACTOR's Invoice to be filed in the Office of the Comptroller of the TOWN.
4. CONTRACTOR agrees that it is, and at all times shall be deemed to be, an independent contractor, and shall not at any time or for any purpose be deemed an employee of TOWN. CONTRACTOR shall not in any manner whatsoever, by its actions or deed, commit TOWN to any obligation irrespective of the nature thereof. It is further understood and agreed that no agent, servant, nor employee of CONTRACTOR, or any participant in this performance shall, at any time or under any circumstance be deemed to be an agent, servant or employee of TOWN. CONTRACTOR affirms that it will pay and compensate all persons participating in this performance, and agrees to hold TOWN harmless from liability for payment of such services.
5. Both CONTRACTOR and TOWN agree to defend, indemnify and hold harmless each other, 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 either party and/or its subcontractors, agents or employees.





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

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

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

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

PAYMENT FOR ALL SERVICES MADE PAYABLE TO: LUCILU PRODUCTIONS, INC.

LUCILU PRODUCTIONS, INC.

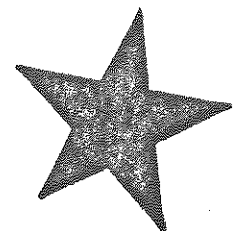
\_\_\_\_\_  
CONTRACTOR

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

TOWN OF OYSTER BAY

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

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

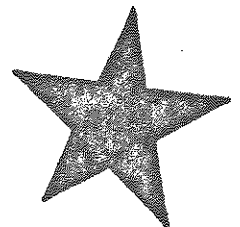


## EXHIBIT A

### CONTRACT TERMS & CONDITIONS

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

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



WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated June 23, 2023, requested Town Board authorization to enhance the Senior Summer Program, by purchasing provisions for "National Hot Dog Day", on Wednesday, July 19, 2023, and "Ice Cream Sandwich Day", on Wednesday, August 2, 2023, with both activities to take place at the North Massapequa Community Center during the regularly scheduled senior activity day; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, advised that the purchase of the supplies for the two events shall be done through the Town's "ShopRite" account, with a total supply cost for both events not to exceed One Thousand Eight Hundred Dollars (\$1,800.00), and with the funds for said payment to be drawn from Account No. CYS A 41800 000 0000, *Recreational Supplies*,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of Community and Youth Services is hereby authorized to enhance the Senior Summer Program, by purchasing provisions for "National Hot Dog Day", on Wednesday, July 19, 2023, and "Ice Cream Sandwich Day", on Wednesday, August 2, 2023, with both activities to take place at the North Massapequa Community Center during the regularly scheduled senior activity day; and be it further

RESOLVED, That the purchase of the supplies for the two events shall be done through the Town's "ShopRite" account, with a total supply cost for both events not to exceed One Thousand Eight Hundred Dollars (\$1,800.00); and be it further

RESOLVED, That the funds for said supplies shall be drawn from Account No. CYS A 7020 41800 000 0000, *Recreational Supplies*; 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 satisfied claim, after audit.

#

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

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

7/18/23  
REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
Rafael P. Healey

4/6/4

TOWN OF OYSTER BAY  
Inter-Departmental Memorandum

June 23, 2023

TO: Memorandum Docket

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


SUBJECT: Senior Summer Program Enhancements

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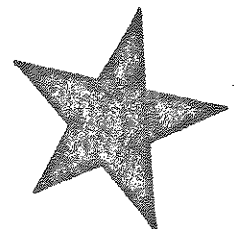
The Department of Community and Youth Services requests Town Board authorization to enhance the Senior Summer Program by purchasing provisions for "National Hot Dog Day" on Wednesday, July 19, 2023 and "Ice Cream Sandwich Day" on Wednesday, August 2, 2023. If approved, both activities will take place at the North Massapequa Community Center during the regularly scheduled senior activity day.

The purchase of the supplies for the two events will be made available through the Town's "ShopRite" account. The total cost of both events shall not exceed \$1,800.00 and funds are available in account CYS A 7020 41800 000 0000, *Recreational Supplies*.

Therefore, it is respectfully requested that the Town Board authorize the Department of Community & Youth Services to execute the recognition of "National Hot Dog Day" and "Ice Cream Sandwich Day" for the Senior Citizen Program participants during their regularly scheduled activity day.

  
Maureen A. Fitzgerald  
Commissioner

MAF:sab



Meeting of July 18, 2023

Resolution No. 467-2023

7.14.23  
REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
Domenica Wolfe

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated June 21, 2023, requested Town Board authorization to issue a refund in the amount of \$1,125.00 to Town of Oyster Bay resident Jerry Laine, 1097 N. New York Drive, Massapequa, NY 11758, for fees paid for his children to attend the 2023 Town of Oyster Bay Summer Recreation Program at Marjorie Post Park, which they can no longer attend; and

WHEREAS, Commissioner Pinto, by said memorandum, advised that Mr. Laine is entitled to a refund of the \$1,250.00 registration fee, less the 10 percent administrative fee, for a total refund of \$1,125.00,

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 \$1,125.00 to Jerry Laine; and be it further

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

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

-#-

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

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

469

# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

TO: MEMORANDUM DOCKET

FROM: Joseph G. Pinto, Commissioner  
Department of Parks

DATE: 6/21/2023

SUBJECT: Jerry Laine- Summer Recreation Marjorie Post Park Refund

---

The Department of Parks respectfully requests Town Board approval for a refund in the amount of \$1,125.00 (one thousand one hundred twenty-five dollars and 00/100 cents) to Town of Oyster Bay resident Jerry Laine, 1097 N New York Drive, Massapequa, NY 11758. Mr. Laine's children will not be attending Summer Recreation at Marjorie Post Park.

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

Summer Recreation Marjorie Post Park	\$1,250.00
<u>10% Administration Fee</u>	<u>\$125.00</u>

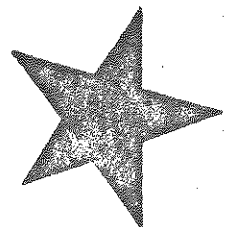
**TOTAL REFUND**            **\$1,125.00** (one thousand one hundred twenty-five dollars and 00/100 cents)

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

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

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

JGP/nh



Meeting of July 18, 2023

Resolution No. 468-2023

REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
*Danica Wolfe*

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated June 22, 2023, requested Town Board authorization to issue a refund in the amount of \$607.50 to Town of Oyster Bay resident Diana Pollack, 12 Plitt Avenue, Farmingdale, NY 11735, for fees paid for her son to attend the 2023 Town of Oyster Bay Summer Recreation Program at Marjorie Post Park, which he can no longer attend; and

WHEREAS, Commissioner Pinto, by said memorandum, advised that Mrs. Pollack is entitled to a refund of the \$675.00 registration fee, less the 10 percent administrative fee, for a total refund of \$607.50,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of Parks is hereby authorized and directed to issue a refund in the amount of \$607.50 to Diana Pollack; and be it further

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

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

-#-

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

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

468

# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

TO: MEMORANDUM DOCKET

FROM: Joseph G. Pinto, Commissioner  
Department of Parks

DATE: 6/22/2023

SUBJECT: Diana Pollack- Summer Recreation Marjorie Post Park Refund

---

The Department of Parks respectfully requests Town Board approval for a refund in the amount of \$607.50 (six hundred seven dollars and 50/100 cents) to Town of Oyster Bay resident Diana Pollack, 12 Plitt Ave, Farmingdale, NY 11735. Mrs. Pollack's son will not be attending Summer Recreation at Marjorie Post Park.

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

Summer Recreation Marjorie Post Park	\$675.00
<u>10% Administration Fee</u>	<u>\$67.50</u>

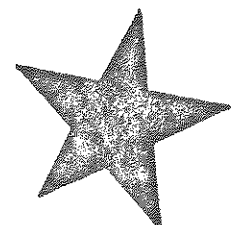
**TOTAL REFUND                    \$607.50 (six hundred seven-dollars and 50/100 cents)**

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

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

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

JGP/nh





Meeting of July 18, 2023

Resolution No. 469-2023

*7MS*  
REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
*Domenica Waite*

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated June 20, 2023, requested Town Board authorization to issue a refund in the amount of \$607.50 to Town of Oyster Bay resident Kristina Merrill, 436 Queens Avenue, Massapequa, NY 11758, for fees paid for her daughter to attend the 2023 Town of Oyster Bay Summer Recreation Program at Marjorie Post Park, which she can no longer attend; and

WHEREAS, Commissioner Pinto, by said memorandum, advised that Mrs. Merrill is entitled to a refund of the \$675.00 registration fee, less the 10 percent administrative fee, for a total refund of \$607.50,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of Parks is hereby authorized and directed to issue a refund in the amount of \$607.50 to Kristina Merrill; and be it further

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

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

-#-

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

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

41609

# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

TO: MEMORANDUM DOCKET

FROM: Joseph G. Pinto, Commissioner  
Department of Parks

DATE: 6/20/2023

SUBJECT: Kristina Merrill- Summer Recreation Marjorie Post Park Refund

---

The Department of Parks respectfully requests Town Board approval for a refund in the amount of \$607.50 (six hundred seven dollars and 50/100 cents) to Town of Oyster Bay resident Kristina Merrill, 436 Queens Ave, Massapequa, NY 11758. Mrs. Merrill's daughter will not be attending Summer Recreation at Marjorie Post Park.


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

Summer Recreation Marjorie Post Park	\$675.00
<u>10% Administration Fee</u>	<u>\$67.50</u>

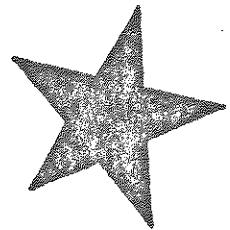
**TOTAL REFUND**                      **\$607.50 (six hundred seven dollars and 50/100 cents)**

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

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

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

JGP/nh



Meeting of July 18, 2023

Resolution No. 470-2023

REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
*America Waite*

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated June 20, 2023, requested Town Board authorization to issue a refund in the amount of \$517.50 to Town of Oyster Bay resident Sara Mulvey, 266 N. Oak Street, North Massapequa, NY 11758, for fees paid for her son to attend the 2023 Town of Oyster Bay Summer Recreation Program at Marjorie Post Park, which he can no longer attend; and

WHEREAS, Commissioner Pinto, by said memorandum, advised that Mrs. Mulvey is entitled to a refund of the \$575.00 registration fee, less the 10 percent administrative fee, for a total refund of \$517.50,

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 \$517.50 to Sara Mulvey; and be it further

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

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

-#-

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

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

# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

470

TO: MEMORANDUM DOCKET

FROM: Joseph G. Pinto, Commissioner  
Department of Parks

DATE: 6/20/2023

SUBJECT: Sara Mulvey- Summer Recreation Marjorie Post Park Refund

The Department of Parks respectfully requests Town Board approval for a refund in the amount of \$517.50 (five hundred seventeen dollars and 50/100 cents) to Town of Oyster Bay resident Sara Mulvey, 266 N Oak Street, North Massapequa, NY 11758. Mrs. Mulvey's son will not be attending Summer Recreation at Marjorie Post Park.

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

Summer Recreation at Marjorie Post Park	\$575.00
<u>10% Administration Fee</u>	<u>\$57.50</u>

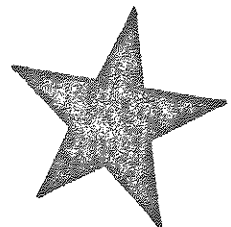
**TOTAL REFUND**                      **\$517.50 (five hundred seventeen dollars and 50/100 cents)**

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

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

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

JGP/nh



Meeting of July 18, 2023

Resolution No. 471-2023

REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
*Monica Warte*

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated June 16, 2023, requested Town Board authorization to issue a refund in the amount of \$575.00 to Town of Oyster Bay resident Muqdad Altaee, 26 Grape Lane, Hicksville, NY 11801, for fees paid for her daughter to attend the 2023 Town of Oyster Bay Summer Recreation Program at Marjorie Post Park, as she has been enrolled at the Syosset-Woodbury Summer Recreation location instead; and

WHEREAS, Commissioner Pinto, by said memorandum, advised that Mrs. Altaee is entitled to a full refund of the \$575.00 registration fee, as the 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 \$575.00 to Muqdad Altaee; and be it further

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

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

-#-

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

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

# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

471

TO: MEMORANDUM DOCKET

FROM: Joseph G. Pinto, Commissioner  
Department of Parks

DATE: 6/16/2023

SUBJECT: Muqdad Altaee- Summer Recreation Marjorie Post Park Refund

---

The Department of Parks respectfully requests Town Board approval for a refund in the amount of \$575.00 (five hundred seventy-five dollars and 00/100 cents) to Town of Oyster Bay resident Muqdad Altaee, 26 Grape Lane, Hicksville, NY 11801. Mrs. Altaee's daughter will not be attending Summer Recreation at Marjorie Post Park she instead has been enrolled at Syosset-Woodbury Summer Recreation.

Based on the 2023 Town of Oyster Bay refund policy, Muqdad Altaee is eligible to receive the refund as follows:

Summer Recreation Marjorie Post Park \$575.00

Due to circumstances supporting this refund, the Administrative Fee will be waived.

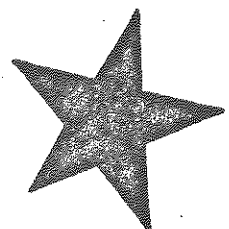
**TOTAL REFUND                      \$575.00 (five hundred seventy-five dollars and 00/100 cents)**

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

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

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

JGP/nh



REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
America Waste

Meeting of July 18, 2023

Resolution No. 472-2023

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated June 15, 2023, requested Town Board authorization to issue a refund in the amount of \$400.00 to Town of Oyster Bay resident Farhad Anoosh, 1 Stafford Avenue, Woodbury, NY 11797, for fees paid for his child to attend the 2023 Town of Oyster Bay Summer Recreation Program at Theodore Roosevelt Park, as they have been enrolled at the Syosset-Woodbury Summer Recreation location instead; and

WHEREAS, Commissioner Pinto, by said memorandum, advised that Mr. Anoosh is entitled to a full refund of the \$400.00 registration fee, as the 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 \$400.00 to Farhad Anoosh; and be it further

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

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

-#-

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

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

472

# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

TO: MEMORANDUM DOCKET

FROM: Joseph G. Pinto, Commissioner  
Department of Parks

DATE: 6/15/2023

SUBJECT: Farhad Anoosh- Summer Recreation Theodore Roosevelt Refund

---

The Department of Parks respectfully requests Town Board approval for a refund in the amount of \$400.00 (four hundred dollars and 00/100 cents) to Town of Oyster Bay resident Farhad Anoosh, 1 Stafford Ave, Woodbury, NY 11797. Mr. Anoosh's child will not be attending Summer Recreation at Theodore Roosevelt Park and will be attending camp at Syosset-Woodbury Park instead.

Based on the 2023 Town of Oyster Bay refund policy, Farhad Anoosh is eligible to receive the refund as follows:

Summer Recreation Theodore Roosevelt \$400.00

Due to circumstances supporting this refund, the Administrative Fee will be waived.

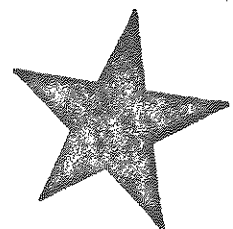
**TOTAL REFUND                    \$400.00 (four hundred dollars and 00/100 cents)**

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

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

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

JGP/nh





MS  
Reviewed By  
Office of Town Attorney  
Elizabeth O. Faughnan

WHEREAS, Mike Capobianco, President, North Shore Community Youth Organization, 200 Glen Head Road, Glen Head, New York 11545, submitted a request for a pool permit/Facility Use Permit Application, dated May 25, 2023, which requested the use of Harry Tappen Pool, Glenwood Landing, Mondays through Fridays from 8 a.m. to 10:30 a.m., from July 5, 2023, through and including August 11, 2023; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated June 14, 2023, requested Town Board authorization to allow the North Shore Community Youth Organization daily access to the Harry Tappen Pool, Glenwood Landing, on Mondays through Fridays from 8:00 a.m. to 10:30 a.m., from July 5, 2023, through and including August 11, 2023, for a fee of \$5.00 per child per week, payment to be received by park staff at the end of each week, with dates, times and locations of the program to be modified, if necessary, by the Commissioner of Parks and/or his designee; and

WHEREAS, it is further requested that the fees collected be deposited into Account No. PKS A 0001 02025 528 0000; and

WHEREAS, the North Shore Community Youth Organization shall employ and provide their own Nassau County certified lifeguards to be present at all times during the organization's use of the pool; in addition, the Organization shall be required to provide a Certificate of Insurance evidencing coverage of \$1,000,000 per occurrence/\$2,000,000 aggregate, and \$500,000 property damage coverage, and naming the Town of Oyster Bay as an additional insured; and

WHEREAS, the North Shore Community Youth Organization, previously known as the North Shore Boys and Girls Club, has served the North Shore community for over 22 years, and each year the Organization involves between 800-1000 North Shore children for a variety of different events and activities,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of Parks is authorized to provide the North Shore Community Youth Organization with the use of the Harry Tappen Pool, from 8:00 a.m. to 10:30 a.m., Mondays through Fridays, from July 5, 2023, through and including August 11, 2023, *nunc pro tunc*, subject to the following terms, conditions and provisions:

1. The use of all Town property and equipment shall be in conformance with the direction of the Commissioner of the Department of Parks, 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 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 comprehensive general liability insurance, with a Liability limit of \$1,000,000.00 bodily injury per occurrence, and \$500,000.00 property damage, with a general aggregate of \$2,000,000.00, and naming the Town of Oyster Bay as an additional insured, in connection with the afore-described activity; and be it further

RESOLVED, That the Department of Parks shall charge the North Shore Community Youth Organization a fee for the use of said Pool, in the amount of Five Dollars (\$5.00) per child per week; and be it further

RESOLVED, That the Department of Parks shall deposit all fees it collects into Account No. PKS A 0001 02025 528 0000; and be it further

RESOLVED, That the Commissioner of the Department of Parks, and/or his designee, shall have sole discretion to change the dates and times of the North Shore Community Youth Organization's use of Harry Tappen Pool, Harry Tappen Beach, Marina and Pool, or any other Town of Oyster Bay Department of Parks Facility.

-#-

The foregoing resolution was declared 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

12

473

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

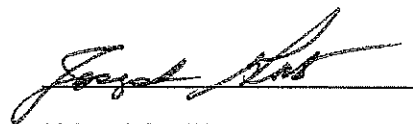
TO: MEMORANDUM DOCKET  
FROM: JOSEPH G. PINTO, COMMISSIONER OF PARKS  
DATE: JUNE 14, 2023  
SUBJECT: NORTH SHORE COMMUNITY YOUTH ORGANIZATION

---

The Department of Parks respectfully requests Town Board approval to utilize the Tappen Community Park pool Monday through Friday from 8:00AM to 10:30AM for the period of July 5, 2023 to August 11, 2023, *nunc pro tunc*, to the North Shore Community Youth Organization for a fee of \$5.00 a child. Payment will be received by park staff at the end of each week. Dates, times and locations of the program may be changed by the Commissioner of Parks or designee only.

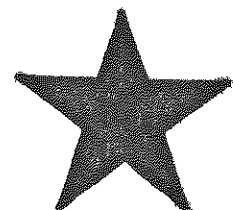
North Shore Community Youth Organization shall employ and provide their own Nassau County Certified Lifeguards to be present at all times during their usage of the pool. Further, North Shore Community Youth Organization shall be required to produce a Certificate of Liability Insurance, naming the Town of Oyster Bay as additionally insured providing Comprehensive General Liability Insurance with bodily injury limit \$1,000,000/ \$2,000,000 aggregate, and \$500,000 Property Damage.

Town Board approval is therefore respectfully requested to authorize the pool space to North Shore Community Youth Organization, as detailed above. Funds collected will be deposited into account number PKS A 0001 02025 528 0000 .



JOSEPH G. PINTO, COMMISSIONER  
DEPARTMENT OF PARKS

JGP/JM  
Att.



## Bryan Rhoads

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**From:** Capobianco, Michael <[REDACTED]>  
**Sent:** Thursday, May 25, 2023 10:39 AM  
**To:** Bryan Rhoads  
**Subject:** Tappen beach permit

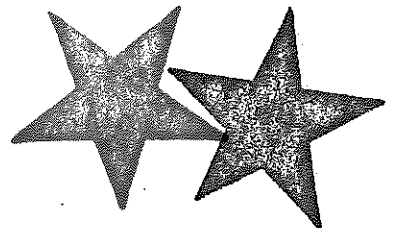
**CAUTION:** This email originated from outside of our organization! Do not click links, open attachments or reply, unless you recognize the sender's email address and know the content is safe!

Hi Brian ,

As per our conversation , I am asking for a pool permit for North Shore Community Youth Organization. The permit is from July 5<sup>th</sup> to August 11<sup>th</sup> 2023. Monday through Friday 8am to 10 :30am. the same as last year. Any other information you need please call at [REDACTED] or email at this address.

Thanks

Mike Capobianco  
North Shore Community Youth Organization  
200 Glen Head Rd  
Glen head NY 11545  
[REDACTED]





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/14/2023

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

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

<b>PRODUCER</b>  <b>EPIC CONSULTING AGENCY, INC</b> <b>246 Scherer Blvd</b> <b>Franklin Square New York 11010</b>		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>Phone:(516) 341-7194 ext.</b> <b>FAX (A/C, No):</b> <b>Fax:(516) 341-7196</b> <b>E-MAIL ADDRESS:</b> <b>Epic Consulting Agency, Inc.</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> <b>MOUNT VERNON FIRE INSURANCE CO.</b>	
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

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

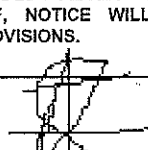
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			NPP2577560B	04/13/2023	04/13/2024	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY							\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED							\$
	RETENTION \$							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability			NPP2577560B	04/13/2023	04/13/2024		\$1,000,000/2,000,000

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

CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED

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

<b>CERTIFICATE HOLDER</b>  <b>Town Of Oyster Bay</b> <b>54 Audrey Avenue</b> <b>Oyster Bay New York 11771</b>	<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 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

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

Town Of Oyster Bay  
54 Audrey Avenue  
Oyster Bay , NY 11771.

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

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

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

However:

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

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

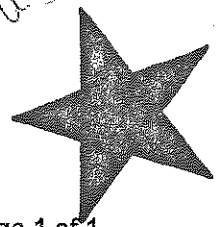
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

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

whichever is less.

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

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



Meeting of July 18, 2023

Resolution No. 474-2023

WHEREAS, Michael Regnerus has requested to donate a memorial plaque to be placed on an existing bench at Ellsworth W. Allen Park, Farmingdale, in memory of Kevin and Michael Regnerus; 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 June 20, 2023, recommended that the Town accept said donation,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town hereby accepts the donation of \$750.00 from Michael Regnerus to donate a memorial plaque to be placed on an existing bench at Ellsworth W. Allen Park, Farmingdale, in memory of Kevin and Michael Regnerus.

Reviewed By  
Office of Town Attorney  
[Signature]

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

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

974

Town of Oyster Bay  
Inter-Departmental Memo

**TO:** Memorandum Docket

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

**SUBJECT:** Memorial Plaque and Existing Bench

**DATE:** June 20, 2023

---

The Department of Parks has received a request from Michael Regnerus (letter attached) requesting a memorial plaque on an existing bench at Ellsworth W. Allen Park in memory of Kevin and Michael Regnerus.

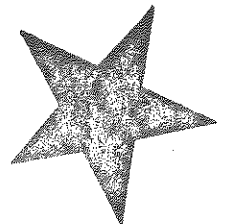
The Department of Parks has reviewed this request and concurs this will be a fitting tribute.

In accordance with Town Board Resolution 760-2022, adopted October 25, 2022, the Department of Parks respectfully requests Town Board Approval to accept a donation of \$750.00 from Michael Regnerus.

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:** [REDACTED]  
**Sent:** Thursday, June 1, 2023 8:24 PM  
**To:** Diann Codispodo  
**Subject:** Request letter

**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. This is Michael and Jane Regnerus. We would like to request an 8x4 plaque on an existing bench for \$750.00 in Allen Park playground. The honorees are Kevin Regnerus and Mike Regnerus.

Sent from my iPhone

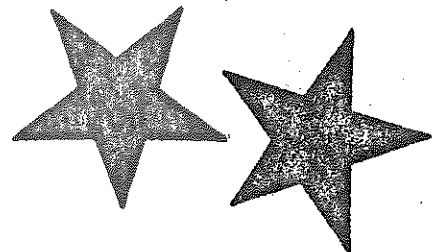
On May 26, 2023, at 11:50 AM, Diann Codispodo <dcodispodo@oysterbay-ny.gov> wrote:

Hi Mike attached are the prices and guidelines for the memorial benches. After you meet with Jimmy just give me a call so we can discuss next steps.

Have a great weekend,  
Diann☺

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

<Memorial Prices and Guidelines New2022.docx>



Reviewed By  
Office of Town Attorney  
*Danica Wolfe*

Meeting of October 25, 2022

Resolution No.760-2022

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

FEES FOR A MEMORIAL PLAQUE:

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

FEES FOR A MEMORIAL PLAQUE AND A NEW BENCH:

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

FEES FOR A MEMORIAL PLAQUE PLACED ON AN EXISTING BENCH:

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

FEES FOR A MEMORIAL PLAQUE PLACED UNDER AN EXISTING TREE:

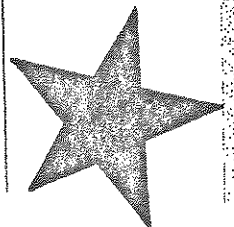
8" x 4" plaque placed under an existing tree is \$450.00  
8" x 6" plaque placed under an existing tree is \$550.00

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

-#-

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

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



Reviewed By  
Office of Town Attorney  
*America Wolfe*

Meeting of October 25, 2022

Resolution No. 760-2022

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

FEES FOR A MEMORIAL PLAQUE:

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

FEES FOR A MEMORIAL PLAQUE AND A NEW BENCH:

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

FEES FOR A MEMORIAL PLAQUE PLACED ON AN EXISTING BENCH:

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

FEES FOR A MEMORIAL PLAQUE PLACED UNDER AN EXISTING TREE:

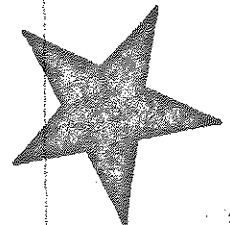
8" x 4" plaque placed under an existing tree is \$450.00  
8" x 6" plaque placed under an existing tree is \$550.00

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

-#-

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

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



Meeting of July 18, 2023

Resolution No. 475-2023

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated March 17, 2023, authorized the Highway Department to clean up the premises located at 92 Fourteenth Street, Hicksville, New York 11801, also known as Section 11, Block 399, Lot 67 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 June 22, 2023, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on May 2, 2023, in the total amount of \$2,220.36, 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 June 22, 2023, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$2,220.36 may be assessed by the Legislature of the County of Nassau against the parcel known as 92 Fourteenth Street, Hicksville, New York 11801, also known as Section 11, Block 399, Lot 67 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

REVIEWED BY  
OFFICE OF TOWN ATTORNEY

*Ralph P. Healey*

475

Town of Oyster Bay  
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: June 22, 2023

SUBJECT: Property Cleanup Assessment  
92 Fourteenth Street, Hicksville, New York 11801  
Section 11, Block 399, Lot 67

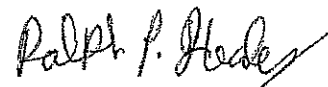
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The Department of Planning and Development, by memorandum dated March 17, 2023, directed the Highway Department to clean the premises located at 92 Fourteenth Street, Hicksville, New York 11801, also known as Section 11, Block 399, Lot 67, on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated May 5, 2023, advised that the property was cleaned by a crew from the Highway Department on May 2, 2023. The cost incurred by the Town of Oyster Bay was \$2,220.36.

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.

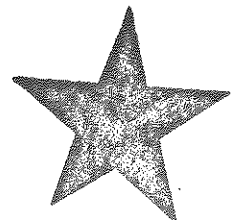
FRANK M. SCALERA  
TOWN ATTORNEY



Ralph P. Healey  
Deputy Town Attorney

RPH:aml  
Attachments

S:\aml\Attys\rph\MDReso\MD 92 Fourteenth St. 6.22.2023



2023-9060

TOWN OF OYSTER BAY

Inter-Departmental Memo

March 17, 2023

To: RICHARD W. LENZ, PE: COMMISSIONER/DPW  
From: HAROLD B. MAYER, JR: COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
Subject: 92 FOURTEENTH STREET, HICKSVILLE, NEW YORK 11801  
SBL: 11-399-67

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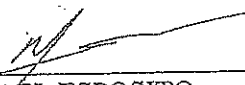
Notice of Violation number 09212 was issued to the owner of the above-referenced premises on 02/22/2023 for property non-maintenance, in violation of Chapter 135, Section 52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

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

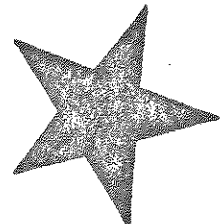
- All debris in side yard is removed from the subject property.

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:ml  
cc: Frank Scalera, Town Attorney





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

HAROLD B. MAYER, JR.  
COMMISSIONER

ANGELO A. DELLIGATTI, ESQ.  
SPECIAL COUNSEL

TIMOTHY R. ZIKE  
DEPUTY COMMISSIONER

SCOTT L. BYRNE  
DEPUTY COMMISSIONER

March 17, 2023

New Chicago Realty LLC  
92 14<sup>th</sup> Street  
Hicksville, NY 11801

RE: 92 FOURTEENTH STREET, HICKSVILLE, NY 11801  
SECTION 11 BLOCK 399 LOT 67  
DIRECTIVE TO MAINTAIN RESIDENTIAL PROPERTY

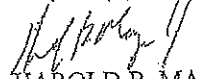
Dear New Chicago Realty LLC:

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 09212, dated 02/22/2023, which gave you five (5) days to clean-up the subject property. As of the date of this letter, you have not complied with the above mentioned Directive.

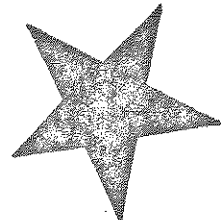
According to Chapter 135 (Housing Standards), Section 54 (Compliance With Notice; Assessment of Costs) of the Code of the Town of Oyster Bay, as the Commissioner of the Department of Planning and Development, I am empowered to direct the Town to clean-up the subject property, which includes the removal of all debris in the side yard. 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,

  
HAROLD B. MAYER, JR.  
COMMISSIONER

ME:ml  
cc: Office of the Town Attorney  
T.O.B. Code Enforcement Bureau



AL

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

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

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

**DATE:** MAY 11, 2023

**SUBJECT:** 92 FOURTEETH STREET, HICKSVILLE, NEW YORK 11801  
SECTION 11, BLOCK 399, LOT(S) 67

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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:

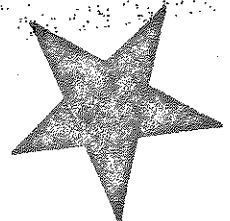
- 1) T.O.B. Highway Department Clean-Up Costs: \$ 2,220.36

It is respectfully requested that your Office take the necessary steps in order to obtain an approval for an assessment of \$2,220.36 to be added to the subject property tax bill in order to be reimbursed for the Town's work to clean-up the subject property.

Thank you for your attention to this matter. If you have any questions, kindly contact Code Enforcement, Margie Lippolt, at extension 6190.

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

ME:ml  
Encls.





S-11  
B-399  
L-67

PAT 25044 N

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

THIS INDENTURE, made the 6<sup>th</sup> day of November 2019

BETWEEN:

[REDACTED]

party of the first part, and

NEW CHICAGO REALTY LLC  
92 14<sup>TH</sup> STREET  
OYSTER BAY, NEW YORK 11801

party of the second part

WITNESSETH, that the party of the first part, in consideration of (Ten) \$10.00 dollars paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

SEE SCHEDULE "A" ATTACHED.

SAID PREMISES being known as 92 14<sup>TH</sup> STREET, OYSTER BAY NY

Said premises known as Section: 11 Block: 399 Lot: 67

SUBJECT TO ANY STATE OF FACTS AN ACCURATE SURVEY MAY SHOW.

SUBJECT TO COVENANTS, RESTRICTIONS, RESERVATIONS, EASEMENTS, CONSENTS AND AGREEMENTS OF RECORD, IF ANY.

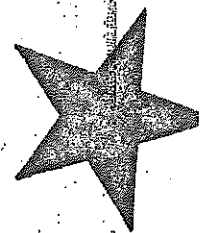
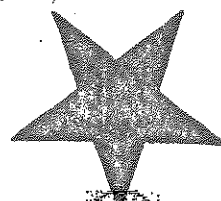
TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; 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:

By: [REDACTED]



**TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE IN NEW YORK STATE**

State of New York, County of Queens

ss:

State of New York, County of

ss:

On the 5 day of Nov in the year 2019  
Before me, the undersigned, personally appeared

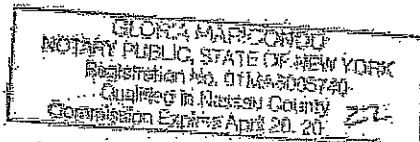
On the day of in the year  
Before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgment)

(signature and office of individual taking acknowledgment)



**TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE OUTSIDE NEW YORK STATE**

State (or District of Columbia, Territory, or Foreign Country) of

ss:

On the day of in the year before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument; and that such individual made such appearance before the undersigned in the

(insert the City or other political subdivision)

(and insert the State or Country or other place the acknowledgment was taken)

(signature and office of individual taking acknowledgment)

**BARGAIN AND SALE DEED  
WITH COVENANT AGAINST GRANTOR'S ACTS**

Title No: RNT25044 N

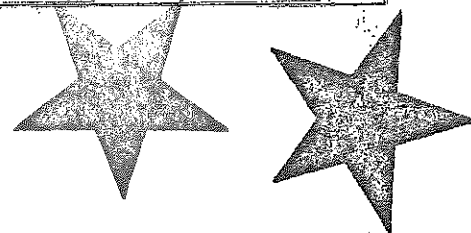
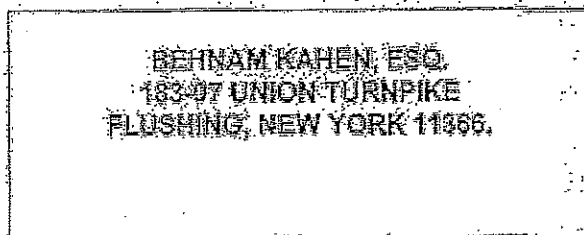
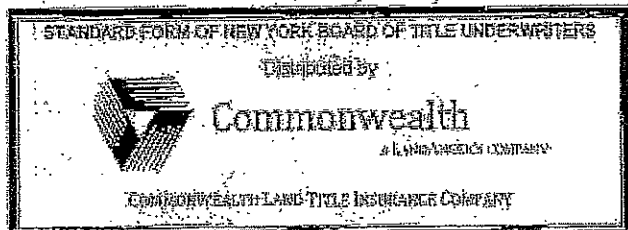
SECTION: 11  
BLOCK: 399  
LOT: 87  
COUNTY OR TOWN:  
OYSTER BAY  
STREET ADDRESS:  
82 14<sup>TH</sup> STREET

TO:

NEW CHICAGO REALTY LLC

Recorded at Request of  
COMMONWEALTH LAND TITLE INSURANCE COMPANY

RETURN BY MAIL TO:



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

May 5, 2023

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

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

**SUBJECT:** 92 14<sup>TH</sup> STREET, 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.

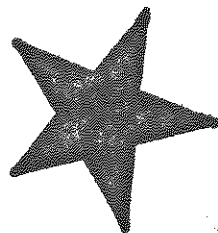
In accordance with the rectification of this violation it is asked that this division be reimbursed in the total amount of \$2,220.36.

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 (11-399-67) 92 14TH ST HICKSVILLE 11801

Date May 2, 2023

Work Order # 103866

## Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
ANDREW HOUGHTON	General Maintenance	02:00	\$31.73	00:00	0	\$63.46
SEAN MCLAUGHLIN	General Maintenance	02:00	\$29.57	00:00	0	\$59.14
JASON SEMINARIO JR.	General Maintenance	00:30	\$25.24	00:00	0	\$12.62
THOMAS CORBETT	General Maintenance	02:00	\$24.52	00:00	0	\$49.04
PETER K SELL	General Maintenance	02:00	\$28.13	00:00	0	\$56.26
JAMES KOZIKOWSKI	General Maintenance	02:00	\$33.17	00:00	0	\$66.34
Total Labor						\$306.86

## Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
SK009	SKID LOADER 2007 KOMAT 1020 YW	\$26.00	02:00	\$52.00
SW191	2018 ELGEN P. SWEEPER	\$115.00	00:30	\$57.50
TD704	TRUCK DUMP 2011 FORD F350 YELLO (T145 / T-145) - Power Wagons	\$105.00	02:00	\$210.00
TD709	TRUCK DUMP 2012 INTER 7400 YW (T-109) -10 Wheeler	\$93.00	02:00	\$186.00
TD731	2016 INTER 4200 YW 6 WHEELER	\$131.00	02:00	\$262.00
TD757	10 WHEEL DUMP 2020 INTL HV607 YW	\$93.00	02:00	\$186.00
TR199	TRAILER 2014 FELLI FT14E BLACK	\$105.00	02:00	\$210.00
Total Equipment				\$1163.50

## Materials

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

**Grand Total \$2220.36**

## Description of Work:

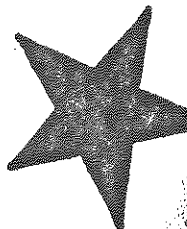
CLEAN UP 92 FOURTEENTH STREET HV

Signature: 

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: May 4, 2023



Meeting of July 18, 2023

Resolution No. 476-2023

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated April 11, 2023, authorized the Highway Department to clean the premises located at 111 Park Avenue, Hicksville, New York 11801, also known as Section 12, Block 242, Lot 102 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 June 22, 2023, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on May 1, 2023, in the total amount of \$1,428.40, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, as set forth in their memorandum dated June 22, 2023, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,428.40 may be assessed by the Legislature of the County of Nassau against the parcel known as 111 Park Avenue, Hicksville, New York 11801, also known as Section 12, Block 242, Lot 102 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

REVIEWED BY  
OFFICE OF TOWN ATTORNEY

*Ralph P. Healey*

4716

Town of Oyster Bay  
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: June 22, 2023

SUBJECT: Property Cleanup Assessment  
111 Park Avenue, Hicksville, New York 11801  
Section 12, Block 242, Lot 102

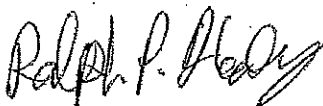
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The Department of Planning and Development, by memorandum dated April 11, 2023, directed the Highway Department to clean the premises located at 111 Park Avenue, Hicksville, New York 11801, also known as Section 12, Block 242, Lot 102 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated May 5, 2023, advised that the property was cleaned by a crew from the Highway Department on May 1, 2023. The cost incurred by the Town of Oyster Bay was \$1,428.40.

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

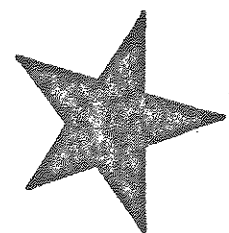
Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA  
TOWN ATTORNEY

  
Ralph P. Healey  
Deputy Town Attorney

RPH:aml  
Attachments

S:\AML\Cleanup\MD&Reso\MD&Reso\MD 111 Park Ave 6.22.2023.doc



2023-9058

**TOWN OF OYSTER BAY**

**Inter-Departmental Memo**

**April 11, 2023**

**To: RICHARD W. LENZ, PE: COMMISSIONER/DPW**

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

**Subject: 111 PARK AVENUE, HICKSVILLE, NEW YORK 11801**  
**SBL: 12-242-102**

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Notice of Violation number 09578 was issued to the owner of the above-referenced premises on 04/04/2023 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:

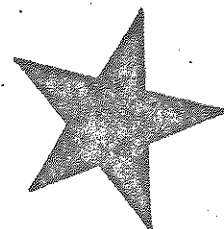
- All litter and debris is removed from the subject property.
- All outdoor material is removed from the subject property.

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:ml  
cc: Frank Scalera, Town Attorney





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

**HAROLD B. MAYER, JR.**  
COMMISSIONER

**ANGELO A. DELLIGATTI, ESQ.**  
SPECIAL COUNSEL

**TIMOTHY R. ZHKE**  
DEPUTY COMMISSIONER

**SCOTT L. BYRNE**  
DEPUTY COMMISSIONER

April 11, 2023

Shree Shantinath 111 LLC  
111 Park Avenue  
Hicksville, NY 11801

RE: 111 PARK AVENUE, HICKSVILLE, NY 11801  
SECTION 12 BLOCK 242 LOT 102  
**DIRECTIVE TO MAINTAIN RESIDENTIAL PROPERTY**

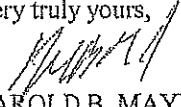
Dear Shree Shantinath 111 LLC;

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 09578, dated 04/04/2023, which gave you five (5) days to clean-up the subject property. As of the date of this letter, you have not complied with the above mentioned Directive.

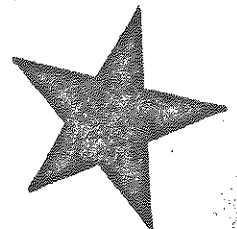
According to Chapter 135 (Housing Standards), Section 54 (Compliance With Notice; Assessment of Costs) of the Code of the Town of Oyster Bay, as the Commissioner of the Department of Planning and Development, I am empowered to direct the Town to clean-up the subject property, which includes the removal of all litter, debris and outdoor materials from premises. 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,

  
**HAROLD B. MAYER, JR.**  
COMMISSIONER

ME:mj  
cc: Office of the Town Attorney  
cc: 560 Hudson St., Ste 3-4 Hackensack, NY 07601





AL

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

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

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

**DATE:** MAY 11, 2023

**SUBJECT:** 111 PARK AVENUE, HICKSVILLE, NEW YORK 11801  
SECTION 12, BLOCK 242, LOT(S) 102

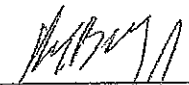
---

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:

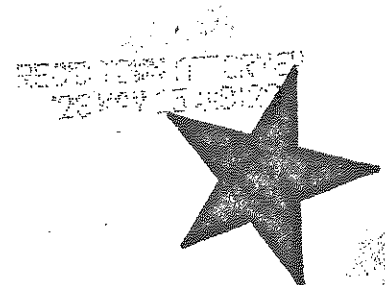
1) T.O.B. Highway Department Clean-Up Costs: \$ 1,428.40

It is respectfully requested that your Office take the necessary steps in order to obtain an approval for an assessment of \$1,428.40 to be added to the subject property tax bill in order to be reimbursed for the Town's work to clean-up the subject property.

Thank you for your attention to this matter. If you have any questions, kindly contact Code Enforcement, Margie Lippolt, at extension 6190.

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

ME:ml  
Encls.



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

**FORM 8007**

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

**THIS INDENTURE**, made the 2nd day of February, 2023 between

**111 PARK AVENUE PROPERTY LLC**, residing at **111 PARK AVENUE, HICKSVILLE, NY 11801**,  
party of the first part, and

**[REDACTED]**, residing at **[REDACTED]**, party of the second part,  
**111 PARK AVENUE, HICKSVILLE, NY 11801**

**WITNESSETH**, that the party of the first part, in consideration of Ten Dollars and No Cents (\$10.00),  
lawful money of the United States, 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 building and improvements thereon erected, situate,  
lying and being in the SEE LEGAL DESCRIPTION OF PREMISES IN SCHEDULE "A" attached  
hereto and made a part hereof by incorporation*

Said premises commonly known and referred to as 111 Park Avenue, Hicksville, NY 11801 being the same  
Premises conveyed to the party of the first part by deed dated 08/22/2022, and recorded 10/19/2022, in  
Liber 14311, Page 586.

**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 whatsoever, except as aforesaid.

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

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

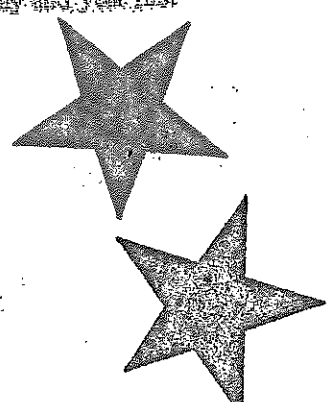
**IN WITNESS WHEREOF**, the party of the first part has duly executed this deed the day and year first  
above written.

**IN PRESENCE OF:**

**111 PARK AVENUE PROPERTY LLC**

By **[REDACTED]**

**SECTION: 12  
BLOCK: 242  
LOT: 102**



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

May 5, 2023

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

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


**SUBJECT:** 111 PARK 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.

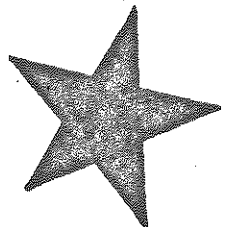
In accordance with the rectification of this violation it is asked that this division be reimbursed in the total amount of \$1,428.40.

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 (12-242-102) 111 PARK AVE HICKSVILLE 11801

Date May 1, 2023

Work Order # 103554

## Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
ANDREW HOUGHTON	General Maintenance	01:30	\$31.73	00:00	0	\$47.60
THOMAS KRAEMER	General Maintenance	01:30	\$52.88	00:00	0	\$79.32
THOMAS CORBETT	General Maintenance	01:30	\$24.52	00:00	0	\$36.78
PETER K SELL	General Maintenance	01:30	\$28.13	00:00	0	\$42.20
Total Labor						\$205.90

## Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
TD654	PICK-UP TRUCK 2009 FORD F-250 YW (14 / 014)	\$79.00	01:30	\$118.50
TD704	TRUCK DUMP 2011 FORD F350 YELLO (T145 / T-145) - Power Wagons	\$105.00	01:30	\$157.50
TD732	TRUCK DUMP 2016 INTL 7300 YW (T141) 6 WHEELER	\$131.00	01:30	\$196.50
Total Equipment				\$472.50

## Materials

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

**Grand Total \$1428.40**

## Description of Work:

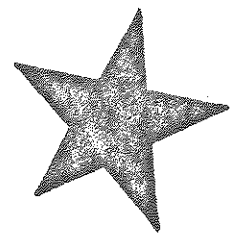
CLEAN UP 111 PARK AVENUE HV

Signature: 

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: May 4, 2023



Meeting of July 18, 2023

Resolution No. 477-2023

DP  
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 April 5, 2023, authorized the Highway Department to clean the premises located at 5 Murray Road, Hicksville, New York 11801, also known as Section 46, Block 633, Lot 59 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 June 22, 2023, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on May 3, 2023, in the total amount of \$3,857.77, 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 June 22, 2023, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$3,857.77 may be assessed by the Legislature of the County of Nassau against the parcel known as 5 Murray Road, Hicksville, New York 11801, also known as Section 46, Block 633, Lot 59 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

477

Town of Oyster Bay  
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: June 22, 2023

SUBJECT: Property Cleanup Assessment  
5 Murray Road, Hicksville, New York 11801  
Section 46, Block 633, Lot 59

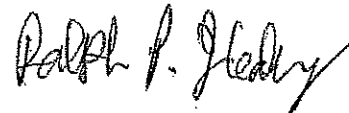
---

The Department of Planning and Development, by memorandum dated April 5, 2023, directed the Highway Department to clean the premises located at 5 Murray Road, Hicksville, New York 11801, also known as Section 46, Block 633, Lot 59 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated May 8, 2023, advised that the property was cleaned by a crew from the Highway Department on May 3, 2023. The cost incurred by the Town of Oyster Bay was \$3,857.77.

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.

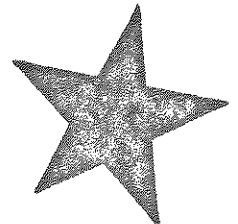
FRANK M. SCALERA  
TOWN ATTORNEY



Ralph P. Healey  
Deputy Town Attorney

RPH:aml  
Attachments

S:\AML\CleanupMD&Reso\MD&Reso\MD 5 Murray Rd 6.22.2023.doc



2023-9057

**TOWN OF OYSTER BAY**

**Inter-Departmental Memo**

April 5, 2023

**To:** RICHARD W. LENZ, PE: COMMISSIONER/DPW  
**From:** HAROLD B. MAYER, JR: COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
**Subject:** 5 MURRAY ROAD, HICKSVILLE, NEW YORK 11801  
SBL: 46-633-59

---

Notice of Violation number 09473 was issued to the owner of the above-referenced premises on 03/31/2023 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:

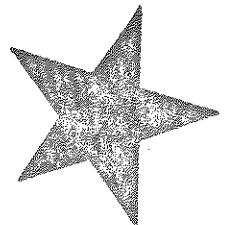
- All garbage and debris is removed from the subject property.
- All outdoor storage is removed from the subject property.

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:MB:ml  
cc: Frank Scalera, Town Attorney





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

HAROLD B. MAYER, JR.  
COMMISSIONER

ANGELO A. DELLIGATTI, ESQ.  
SPECIAL COUNSEL

TIMOTHY R. ZIKE  
DEPUTY COMMISSIONER

SCOTT L. BYRNE  
DEPUTY COMMISSIONER

April 5, 2023

Annetta Korszun  
5 Murray Road  
Hicksville, NY 11801

RE: 5 MURRAY ROAD, HICKSVILLE, NY 11801  
SECTION 46 BLOCK 633 LOT 59  
DIRECTIVE TO MAINTAIN RESIDENTIAL PROPERTY

Dear Annetta Korszun;

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 09473, dated 03/31/2023, which gave you five (5) days to clean-up the subject property. As of the date of this letter, you have not complied with the above mentioned Directive.

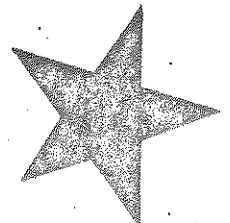
According to Chapter 135 (Housing Standards), Section 54 (Compliance With Notice; Assessment of Costs) of the Code of the Town of Oyster Bay, as the Commissioner of the Department of Planning and Development, I am empowered to direct the Town to clean-up the subject property, which includes the removal of all garbage, debris and outdoor storage from front, side and rear yards. 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,

  
HAROLD B. MAYER, JR.  
COMMISSIONER

ME:ml  
cc: Office of the Town Attorney





AL

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

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

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

**DATE:** MAY 11, 2023

**SUBJECT:** 5 MURRAY ROAD, HICKSVILLE, NEW YORK 11801  
SECTION 46, BLOCK 633, LOT(S) 59

---

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:

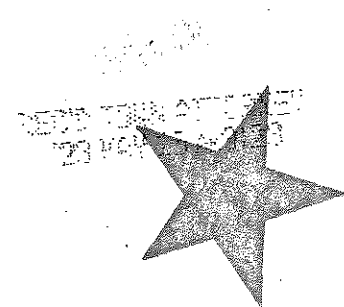
1) T.O.B. Highway Department Clean-Up Costs: \$ 3,857.77

It is respectfully requested that your Office take the necessary steps in order to obtain an approval for an assessment of \$3,857.77 to be added to the subject property tax bill in order to be reimbursed for the Town's work to clean-up the subject property.

Thank you for your attention to this matter. If you have any questions, kindly contact Code Enforcement, Margie Lippolt, at extension 6190.

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

ME:ml  
Encls.



THIS INDENTURE, made the 11th day of July, 2008

BETWEEN

5 Murray Road  
Hicksville, NY 11801

party of the first part, and

5 Murray Road  
Hicksville, NY 11801

party of the second part,

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

TO (TEN) dollars  
paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs  
or successors and assigns of the party of the second part forever,

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

SEE SCHEDULE "A" ATTACHED

SUBJECT PREMISES ALSO KNOWN AS: 5 Murray Road, Hicksville, NY 11801

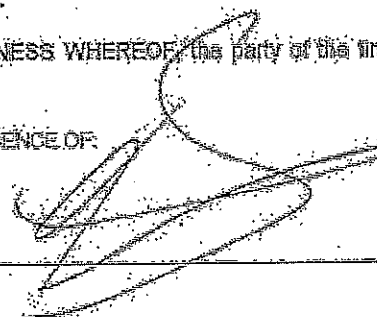
TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads  
abutting the above described premises to the center lines thereof, TOGETHER with the appurtenances and all  
the estate and rights of the party of the first part in and to said premises;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

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

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the  
first part will receive the consideration for this conveyance and will hold the right to receive such consideration  
as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same  
first to the payment of the cost of the improvement before using any part of the total of the same for any other  
purpose. The word "party" shall be construed as if it read "parties" when ever the sense of this indenture so  
requires.

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

IN PRESENCE OF:




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

May 8, 2023

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

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

**SUBJECT:** 5 MURRAY ROAD, 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.

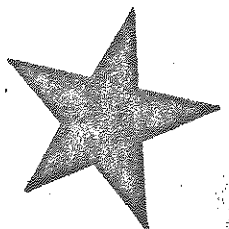
In accordance with the rectification of this violation it is asked that this division be reimbursed in the total amount of \$3,857.77.

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 (46-633-59) 5 MURRAY RD HICKSVILLE 11801

Date May 3, 2023

Work Order # 103467

### Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
GARY LEWIS, II	General Maintenance	04:00	\$38.46	00:00	0	\$153.84
VINCENT PADAVANO	General Maintenance	04:00	\$54.33	00:00	0	\$217.32
BRIAN KWAS	General Maintenance	04:00	\$28.85	00:00	0	\$115.40
SEAN MCLAUGHLIN	General Maintenance	04:00	\$29.57	00:00	0	\$118.28
JAMES KOZIKOWSKI	General Maintenance	04:00	\$33.17	00:00	0	\$132.68
JOHN MURRAY	General Maintenance	04:00	\$24.52	00:00	0	\$98.08
Total Labor						\$835.60

### Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PK460	SANU PACKER 2018 INTER 7400 YW	\$105.00	04:00	\$420.00
PU472	2020 FORD F250 PICK UP YELLOW	\$79.00	04:00	\$316.00
SK009	SKID LOADER 2007 KOMAT 1020 YW	\$26.00	04:00	\$104.00
TD731	2016 INTER 4200 YW 6 WHEELER	\$131.00	04:00	\$524.00
TD736	TRUCK DUMP 2016 DODGE RAM 3500 - POWER WAGON (T105)	\$105.00	04:00	\$420.00
Total Equipment				\$1784.00


### Materials

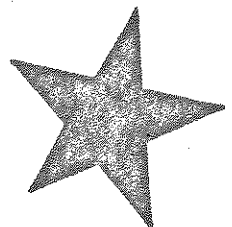
Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Tipping Fee (per ton)	\$88.92	5.49	\$488.17
Total Materials			\$1238.17

**Grand Total \$3857.77**

### Description of Work:

CLEAN UP 5 MURRAY ROAD HICKSVILLE

Signature:   
Name: PETER BROWN  
Title: DIRECTOR OF HIGHWAY OPERATIONS  
Date: May 4, 2023



Meeting of July 18, 2023

Resolution No. 478-2023

DP  
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 May 17, 2023, authorized the Highway Department to clean up the premises located at Melrose Avenue, Massapequa, New York 11758, also known as Section 53, Block C, Lot 277 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 June 22, 2023, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on May 30, 2023, in the total amount of \$2,292.08, 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 June 22, 2023, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$2,292.08 may be assessed by the Legislature of the County of Nassau against the parcel known as Melrose Avenue, Massapequa, New York 11758, also known as Section 53, Block C, Lot 277 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

478

Town of Oyster Bay  
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: June 22, 2023

SUBJECT: Property Cleanup Assessment  
Melrose Avenue, Massapequa, New York 11758  
Section 53, Block C, Lot 277

---

The Department of Planning and Development, by memorandum dated May 17, 2023, directed the Highway Department to clean the premises located at Melrose Avenue, Massapequa, New York 11758, also known as Section 53, Block C, Lot 277 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated June 6, 2023, advised that the property was cleaned by a crew from the Highway Department on May 30, 2023. The cost incurred by the Town of Oyster Bay was \$2,292.08.

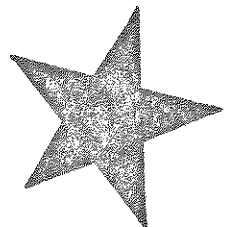
Pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, which allows the Town to be reimbursed for the cost of the work performed, the Highway Department has requested that the cost of said work be referred to the County of Nassau for placement on the Nassau County Tax Assessment Rolls.

Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA  
TOWN ATTORNEY

  
Ralph P. Healey  
Deputy Town Attorney

RPH:aml  
Attachments



# TOWN OF OYSTER BAY

## Inter-Departmental Memo

May 17, 2023

To: RICHARD W. LENZ, PE: COMMISSIONER/DPW

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

Subject: MELROSE AVENUE, MASSAPEQUA, NEW YORK 11758  
SBL: 53-C-277

---

Notice of Violation number V257-23510104210 was issued to the owner of the above-referenced premises on 05/10/2023 for property non-maintenance, in violation of Chapter 135, Section 52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

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

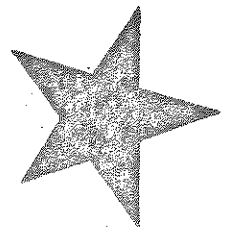
- Lawn and vegetation to be cut on the subject property.

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





**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

May 17, 2023

Mary Vosper  
152 County Line Road  
Amityville, N.Y. 11701

RE: MELROSE AVE., MASSAPEQUA, NEW YORK 11758  
SECTION 53 BLOCK C LOT 277  
**DIRECTIVE TO MAINTAIN RESIDENTIAL PROPERTY**

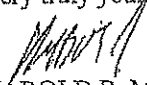
Mary Vosper,

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 V257-23510104210, dated 05/10/2023, which gave you five (5) days to clean-up the subject property. As of the date of this letter, you have not complied with the above-mentioned Directive.

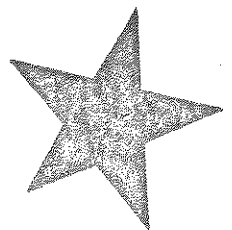
According to Chapter 135 (Housing Standards), Section 54 (Compliance With Notice; Assessment of Costs) of the Code of the Town of Oyster Bay, as the Commissioner of the Department of Planning and Development, I am empowered to direct the Town to clean-up the subject property, which includes the maintenance 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,

  
HAROLD B. MAYER, JR.  
COMMISSIONER

ME:sf  
cc: Office of the Town Attorney





AL

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

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

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

**DATE:** JUNE 12, 2023

**SUBJECT:** MELROSE AVENUE, MASSAPEQUA, NEW YORK 11758  
SECTION 53, BLOCK C, LOT(S) 277

---

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: \$ 2,292.08

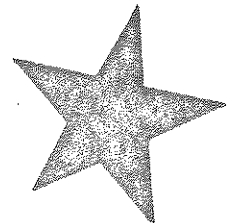
It is respectfully requested that your Office take the necessary steps in order to obtain an approval for an assessment of \$2,292.08 to be added to the subject property tax bill in order to be reimbursed for the Town's work to clean-up the subject property.

Thank you for your attention to this matter. If you have any questions, kindly contact Code Enforcement, Margie Lippolt, at extension 6190.

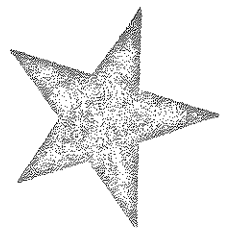
  
\_\_\_\_\_  
HAROLD B. MAYER JR.  
COMMISSIONER

REC'D TOWN ATTORNEY  
20 JUN 13 2023

ME:ml  
Encls.



Show search results for 28 LOCK...



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

June 6, 2023

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

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


**SUBJECT:** MELROSE AVENUE, AMITYVILLE  
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.

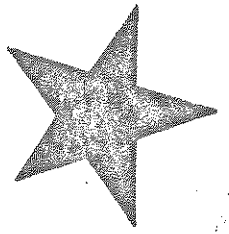
In accordance with the rectification of this violation it is asked that this division be reimbursed in the total amount of \$2,292.08.

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 (53-C-277) MELROSE AVE AMITYVILLE 11701

Date May 30, 2023

Work Order # 104854

### Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
MICHAEL MCGEEVER	General Maintenance	01:30	\$33.89	00:00	0	\$50.84
NICOLAS CAMMARANO	General Maintenance	01:30	\$29.57	00:00	0	\$44.36
KEITH GALEOTTI	General Maintenance	01:30	\$33.17	00:00	0	\$49.76
ANTHONY MODAFFERI	General Maintenance	01:30	\$28.13	00:00	0	\$42.20
LOUIS CICCOLELLA	General Maintenance	01:30	\$25.24	00:00	0	\$37.86
DANIEL MCQUAID	General Maintenance	01:30	\$24.52	00:00	0	\$36.78
PABLO BAEZ	General Maintenance	01:30	\$24.52	00:00	0	\$36.78
RYAN V DOYLE	General Maintenance	01:30	\$15.00	00:00	0	\$22.50

Total Labor \$321.08

### Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU500	2023 FORD F-250 YW	\$79.00	01:30	\$118.50
TD683	TRUCK DUMP 2010 FORD F-350 YW (T-225) - Power Wagons	\$105.00	01:30	\$157.50
TD712	TRUCK DUMP 2012 INTER 7300 YW (T-191)- 6 Wheeler	\$131.00	01:30	\$196.50
TD748	2019 INT 7300 6 WHEELER YW	\$131.00	01:30	\$196.50
TD774	2022 FORD F450 POWER WAGON	\$105.00	01:30	\$157.50
TO095	TRACTOR 2005 NHOLL TN60D BLUE (LT-14 / LT14)	\$158.00	01:30	\$237.00
TR203	TRAILER 2015 FELLINGS BL	\$105.00	01:30	\$157.50

Total Equipment \$1221.00

### Materials


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

Total Materials \$750.00

**Grand Total \$2292.08**

Description of Work:

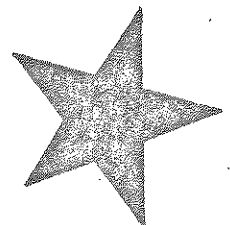
CLEAN UP MELROSE AVENUE MASSAPEQUA

Signature: 

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Jun 6, 2023



Meeting of July 18, 2023

Resolution No. 479-2023

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 April 25, 2023, authorized the Highway Department to clean up the premises located at 900 Hicksville Road, Massapequa, New York 11758, also known as Section 52, Block 184, Lot 1321 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 June 22, 2023, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on May 2, 2023, in the total amount of \$1,446.20, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, as set forth in their memorandum dated June 22, 2023, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,446.20 may be assessed by the Legislature of the County of Nassau against the parcel known as 900 Hicksville Road, Massapequa, New York 11758, also known as Section 52, Block 184, Lot 1321 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

479

Town of Oyster Bay  
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: June 22, 2023

SUBJECT: Property Cleanup Assessment  
900 Hicksville Road, Massapequa, New York 11758  
Section 52, Block 184, Lot 1321

---

The Department of Planning and Development, by memorandum dated April 25, 2023, directed the Highway Department to clean the premises located at 900 Hicksville Road, Massapequa, New York 11758, also known as Section 52, Block 184, Lot 1321, on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated May 5, 2023, advised that the property was cleaned by a crew from the Highway Department on May 2, 2023. The cost incurred by the Town of Oyster Bay was \$1,446.20.

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

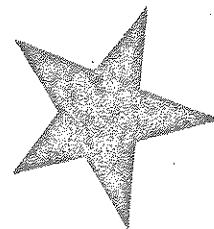
Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA  
TOWN ATTORNEY

  
Ralph P. Healey  
Deputy Town Attorney

RPH:aml  
Attachments

S:\aml\Attys\mph\MDReso\MD 900 Hicksville Rd 6.22.2023



2023-9059

**TOWN OF OYSTER BAY**

**Inter-Departmental Memo**

April 25, 2023

**To:** RICHARD W. LENZ, PE: COMMISSIONER/DPW  
**From:** HAROLD B. MAYER, JR: COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
**Subject:** 900 HICKSVILLE ROAD, MASSAPEQUA, NEW YORK 11758  
SBL: 52-184-1321

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Notice of Violation number V23419130721 was issued to the owner of the above-referenced premises on 04/19/2023 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:

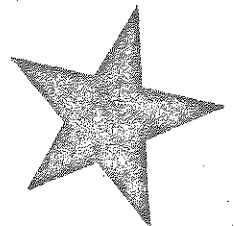
- Lawn and vegetation to be cut on the subject property.

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:ml  
cc: Frank Scalera, Town Attorney





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

**HAROLD B. MAYER, JR.**  
COMMISSIONER

**ANGELO A. DELLIGATTI, ESQ.**  
SPECIAL COUNSEL

**TIMOTHY R. ZIKE**  
DEPUTY COMMISSIONER

**SCOTT L. BYRNE**  
DEPUTY COMMISSIONER

April 25, 2023

Khyati Patel  
900 Hicksville Road  
Massapequa, NY 11758

RE: 900 HICKSVILLE ROAD, MASSAPEQUA, NY 11758  
SECTION 52 BLOCK 184 LOT 1321  
**DIRECTIVE TO MAINTAIN RESIDENTIAL PROPERTY**

Dear Khyati Patel;

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 V23419130721, dated 04/19/2023, which gave you five (5) days to clean-up the subject property. As of the date of this letter, you have not complied with the above mentioned Directive.

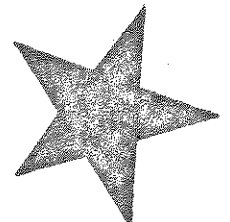
According to Chapter 135 (Housing Standards), Section 54 (Compliance With Notice; Assessment of Costs) of the Code of the Town of Oyster Bay, as the Commissioner of the Department of Planning and Development, I am empowered to direct the Town to clean-up the subject property, which includes the maintenance 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,

  
**HAROLD B. MAYER, JR.**  
COMMISSIONER

ME:ml  
cc: Office of the Town Attorney





AL

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

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

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

**DATE:** MAY 11, 2023

**SUBJECT:** 900 HICKSVILLE ROAD, MASSAPEQUA, NEW YORK 11758  
SECTION 52, BLOCK 184, LOT(S) 1321

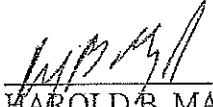
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The above referenced property was cleaned-up by the Town of Oyster Bay, following the procedures of Chapter 135 (Housing Standards), Article VI (Residential Property Maintenance) of the Code of the Town of Oyster Bay. According to Chapter 135, Section 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: \$ 1,446.20

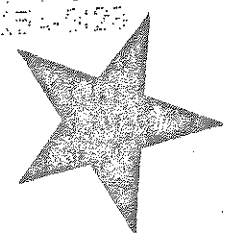
It is respectfully requested that your Office take the necessary steps in order to obtain an approval for an assessment of \$1,446.20 to be added to the subject property tax bill in order to be reimbursed for the Town's work to clean-up the subject property.

Thank you for your attention to this matter. If you have any questions, kindly contact Code Enforcement, Margie Lippolt, at extension 6190.

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

ME:ml  
Encls.

RECEIVED TOWN OF OYSTER BAY  
MAY 15 2023



3  
THIS INDENTURE, made the 16<sup>TH</sup> day of December, in the year 2015

BETWEEN [REDACTED] residing at 900 Hicksville Road, Massapequa, New York 11758

party of the first part, and [REDACTED] his wife, both residing at 82 Cornell Lane, Hicksville, New York 11801

party of the second part,

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

TEN (\$10.00) DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION dollars paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the See Schedule "A" Attached Hereto.

Said premises being further known as:

900 Hicksville Road, Massapequa, New York 11758.

550  
6134  
L 1281  
The premises herein described are and are intended to be the same as those described in deed recorded in Liber 11805, page 381.

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.

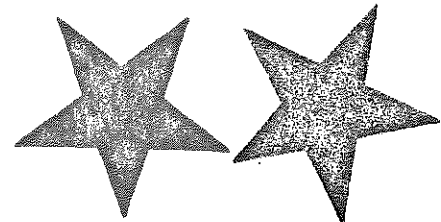
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of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

[Signature]

[Signature]



Town of Oyster Bay  
Inter- Departmental Memo

May 5, 2023

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

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

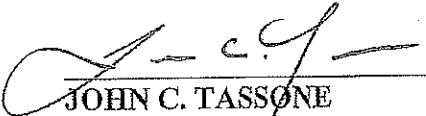
**SUBJECT:** 900 HICKSVILLE ROAD, MASSAPEQUA  
CLEAN-UP

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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 \$1,446.20.

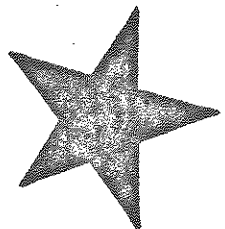
If you have any questions pertaining to the above subject, please feel free to contact this office.

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

JCT/kjb

Enc. T & M sheet

CLEAN-UP - 900 HICKSVILLE ROAD, MASSAPEQUA TO P & D 104006





# MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (52-184-1321) 900 HICKSVILLE RD MASSAPEQUA 11758

Date May 2, 2023

Work Order # 104006

## Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
DONALD CHANDLER	General Maintenance	01:30	\$50.00	00:00	0	\$75.00
ANTHONY MODAFFERI	General Maintenance	01:30	\$28.13	00:00	0	\$42.20
SCOTT KELLY	General Maintenance	01:30	\$15.00	00:00	0	\$22.50
MICHAEL R MOLLOY	General Maintenance	01:30	\$15.00	00:00	0	\$22.50
RYAN V DOYLE	General Maintenance	01:30	\$15.00	00:00	0	\$22.50
Total Labor						\$184.70

## Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU471	2020 FORD F 250 PICK UP YW	\$79.00	01:30	\$118.50
TD689	TRUCK DUMP 2010 INTER 7300 YW (T-201 / T-202)- 6 Wheeler	\$131.00	01:30	\$196.50
TD748	2019 INT 7300 6 WHEELER YW	\$131.00	01:30	\$196.50
Total Equipment				\$511.50

## Materials

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

**Grand Total \$1446.20**

## Description of Work:

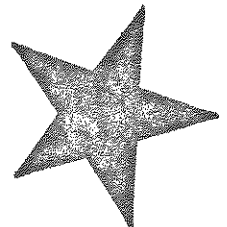
CLEAN UP 900 HICKSVILLE ROAD MASSAPEQUA

Signature: 

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: May 4, 2023



Meeting of July 18, 2023

Resolution No. 480-2023

REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
*[Signature]*

WHEREAS, Daniel M. Pearl, Commissioner, Department of Sanitation, by memorandum dated June 20, 2023, 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, 2023 through May 31, 2024, *nunc pro tunc*, 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  
Richard W. Lenz, P.E., Commissioner, Department of Public Works  
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

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, 2023 through May 31, 2024, *nunc pro tunc*, at an annual membership fee of \$225.00 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	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

## TOWN OF OYSTER BAY

## Inter-Departmental Memo

June 20, 2023

TO: MEMORANDUM DOCKET

FROM: Daniel M. Pearl, Commissioner, Department of Sanitation

SUBJECT: Solid Waste Association of North America, Membership 2023

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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.

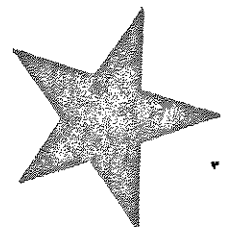
SWANA's prominent and nationally acclaimed technical conferences and training programs cover all aspects of integrated municipal solid waste management, and the Association is a major policy and technical representative of solid waste management practitioners, executives, companies and government organizations. 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, 2023 through May 31, 2024, Nunc pro tunc, 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  
Richard W. Lenz, P.E., Commissioner, Department of Public Works  
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

  
\_\_\_\_\_  
Daniel M. Pearl  
Commissioner

Attachments – Membership Dues Notice  
Docket Memo for SWANA Membership 2023.doc





SOLID WASTE ASSOCIATION OF NORTH AMERICA

June 06, 2023

## Annual Group Membership Renewal Invoice

Invoice: 2023 - 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, 2023 through May 31, 2024.

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

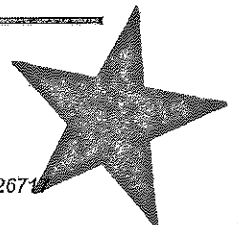
[emartinez@swana.org](mailto:emartinez@swana.org)

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  
1100 Wayne Avenue, Suite 650 Silver Spring MD 20910 - 1-800-467-9262 - [swana.org](http://swana.org)

Group ID# 426717



# Annual Group Membership Renewal Invoice

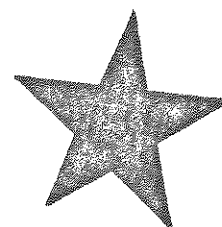
6/6/2023

Group Name: Town of Oyster Bay - 426717

INVOICE TOTAL: 1,225.00

(Canadian Exchange rate is 1.30 to US \$1.00)

Member Name:		William Fox			Member ID #	1930959
	Invoice Number	Invoice Date	Expiration Date	Billing Category	Amount	
2024	1930959	03/01/2023	05/31/2023	New York Chapter	\$27.00	
		03/01/2023	05/31/2023	Public Member Association Dues	\$218.00	
Sub-Total \$US:					\$245.00	
Member Name:		Richard Lenz			Member ID #	1521977
	Invoice Number	Invoice Date	Expiration Date	Billing Category	Amount	
2024	1521977	03/01/2023	05/31/2023	New York Chapter	\$27.00	
		03/01/2023	05/31/2023	Public Member Association Dues	\$218.00	
Sub-Total \$US:					\$245.00	
Member Name:		Daniel Pearl			Member ID #	1621263
	Invoice Number	Invoice Date	Expiration Date	Billing Category	Amount	
2024	1621263	05/01/2023	05/31/2023	New York Chapter	\$27.00	
		05/01/2023	05/31/2023	Public Member Association Dues	\$218.00	
Sub-Total \$US:					\$245.00	
Member Name:		Matthew Russo			Member ID #	1624858
	Invoice Number	Invoice Date	Expiration Date	Billing Category	Amount	
2024	1624858	03/01/2023	05/31/2023	New York Chapter	\$27.00	
		03/01/2023	05/31/2023	Public Member Association Dues	\$218.00	
Sub-Total \$US:					\$245.00	





# Annual Group Membership Renewal Invoice

6/6/2023

Group Name: Town of Oyster Bay - 426717

INVOICE TOTAL: 1,225.00

(Canadian Exchange rate is 1.30 to US \$1.00)

Member Name: Gary Terrell

Member ID # 1930941

Invoice Number	Invoice Date	Expiration Date	Billing Category	Amount
2024 1930941	03/01/2023	05/31/2023	New York Chapter	\$27.00
	03/01/2023	05/31/2023	Public Member Association Dues	\$218.00
Sub-Total \$US:				\$245.00
Total Amount Due \$US:				\$1,225.00

6/6/2023

## Payment Section (Payment in US Dollars)

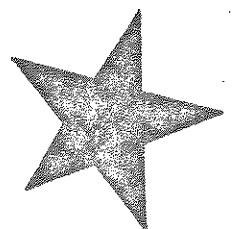
☐ Check ☒ American Express ☐ Discover ☐ MasterCard ☐ VISA ☐

Credit Card Number: \_\_\_\_\_ Exp: \_\_\_\_/\_\_\_\_

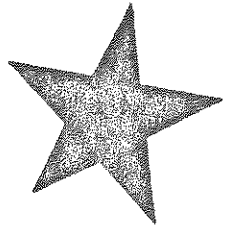
*\*If paying by credit card, Canadian Members will be charged at current market exchange rate.*

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

Name as it appears on Credit Card \_\_\_\_\_



Period	Budget funds available	Total revised budget	Total actual expenditures
1/1/2023	2,000.00	2,000.00	0.00
2/1/2023	2,000.00	2,000.00	0.00
3/1/2023	1,625.00	2,000.00	375.00
4/1/2023	1,625.00	2,000.00	375.00
5/1/2023	1,625.00	2,000.00	375.00
6/1/2023	1,625.00	2,000.00	375.00
7/1/2023	1,625.00	2,000.00	375.00
8/1/2023	1,625.00	2,000.00	375.00
9/1/2023	1,625.00	2,000.00	375.00
10/1/2023	1,625.00	2,000.00	375.00
11/1/2023	1,625.00	2,000.00	375.00
12/1/2023	1,625.00	2,000.00	375.00
SAN SR05 8160 47900			



Meeting of July 18, 2023

Resolution No. 481-2023

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated June 23, 2023, advised that LiRo Engineers, Inc., Consulting Engineers, by letter dated March 22, 2003, informed the Department that it made a final inspection of the work performed pursuant to Contract No. DP21-218, Replacement of the synthetic turf fields at Field of Dreams Park, and certified that the contractor, The LandTek Group, Inc., has 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 final construction costs were in the amount of \$819,241.50; and

WHEREAS, Commissioner Lenz, by said memorandum, further advised that work under this Contract was directed to proceed as of July 5, 2022, and to be completed within forth-five (45) calendar days, on August 18, 2022, with work completed, actually, on August 29, 2022; and

WHEREAS, The LandTek Group, by letter dated March 30, 2023, requested an extension of time to complete the project, *nunc pro tunc*, by 11 days to August 29, 2022, as a result of delays caused by the weather and manufacturer's capacity; 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 recommended that the extension of time be approved; and

WHEREAS, the Office of the Comptroller and the Office of the Town Attorney, by memoranda dated March 2, 2023 and March 6, 2023, respectively, 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, Department of Parks, by memorandum dated March 6, 2022, concurred with the recommendation of final acceptance of this project,

NOW, THEREFORE, BE IT RESOLVED, That upon the recommendations as hereinabove set forth, Contract No. DP21-218, is hereby accepted as being complete, at a final construction cost of \$819,241.50, the requested extension is granted, 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	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

REVIEWED BY  
OFFICE OF TOWN ATTORNEY

481

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

June 23, 2023

TO: MEMORANDUM DOCKET

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

SUBJECT: INCREASE/DECREASE, EXTENSION OF TIME, ACCEPTANCE AND FINAL PAYMENT  
REPLACEMENT OF THE SYNTHETIC TURF FIELDS AT FIELD OF DREAMS PARK  
CONTRACT NO.: DP21-218

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Attached is a letter from LiRo Engineers, Inc, dated March 22, 2023 which details increases and decreases in contract item quantities which results in a net decrease in the amount of \$44,810.50. These adjustments are further detailed in the attached tabulation.

Also attached is a letter dated March 30, 2023 from The LandTek Group, Inc requesting an extension of time for this project at no additional construction cost to the Town of Oyster Bay. The letter from LiRo Engineers, Inc. recommends that the Town grant the extension of time of eleven (11) calendar days due to weather delays and delivery delays of the synthetic turf material. The new completion date will be August 29, 2022.

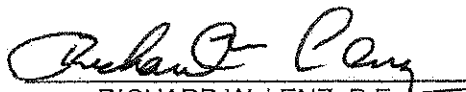
Attached herewith is also:

1. A letter dated March 22, 2023 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 March 22, 2023.
3. A statement from the Town Attorney's office indicating there are no legal hindrances.
4. A statement from the Town Comptroller indicating there are no financial hindrances which would delay the acceptance of this contract.
5. A statement from the Department of Parks concurring with final acceptance.

Work under this contract was directed to proceed as of July 5, 2022 to be completed within 45 calendar days on August 18, 2022. Actual work was completed on August 29, 2022 in accordance with the requested extension of time.

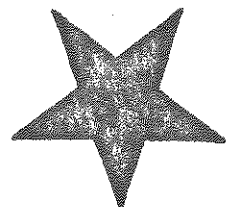
Final construction costs amount to \$819,241.50.

We concur with the recommendations of LiRo Engineers, Inc., and request that the Town Board approve the described quantity increase/quantity decrease and extension of time, and that this project be accepted as complete 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.lire.com

March 22, 2023

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 Synthetic Turf Fields Replacement, Massapequa  
Contract No. DP21-218  
Final Acceptance

Dear Commissioner Lenz:

LiRo Engineers, Inc. (LiRo) has performed a final inspection of Contract No. DP21-218 Field of Dreams Synthetic Turf Fields Replacement. The fields completed under this contract were the two west fields – (a) practice field and (b) the center multipurpose field. The east field will be completed under a different contract at a later date. 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 July 5, 2022 and was scheduled to be complete on August 18, 2022. The actual completion occurred on August 29, 2022. LandTek requested an extension of time due to delays caused by synthetic turf supply chain issues and weather related delays as per their letter. We recommend the Town accept the extension of time request.

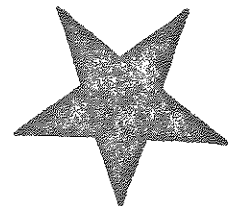
The original bid amount for this contract was \$864,052.00. The final contract quantities were tabulated and provided in the attached increase/decrease notification No. 1 for a decrease of \$44,810.50. The final contract value, including Increase/Decrease Notification No. 1, recommended for approval is \$819,241.50.

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\2019\19-122-0424 Town of Oyster Bay TOBDPW-Highway Improvements Intervale Av\4 Proj Mgr\Ccloseout\01 - Intervale Ph 1 - Final Approval RecommendationRev1.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 @ FIELD OF DREAMS PARK

CONTRACT NO.: PWC07-22 (DP21-218)

#### QUANTITY INCREASES / DECREASES

Dated: 21 MARCH 2023

Contractor: LandTek Group, Inc.

Item No.: As Listed Below

Resident Representative: Carlos Romero

#### Authorized Change: QUANTITY INCREASES AND DECREASES

##### DECREASES

<b>ITEM 117:</b>	<b>Vinyl Clad Chain Link Fence – 6' Ht., 2" Mesh</b>	
	Decrease Estimated Quantity From 462 LF to 115.5 LF	
	Decrease in cost of 346.5 LF @ Unit Price Bid of \$10 =	\$ (3,465.00)

Reason: The item quantity decreased due to the actual field conditions required less construction fence.

<b>ITEM 701A:</b>	<b>Field 1 – Practice Field</b>	
	Decrease Estimated Quantity From 47,180 SF to 42,824 SF	
	Decrease in cost of 4,356 SF @ Unit Price Bid of \$4.50 =	\$ (19,602.00)

Reason: The item quantity decreased due to the final installation area less than the area designated on plans.

<b>ITEM 701B:</b>	<b>Field 2 – Multipurpose Field</b>	
	Decrease Estimated Quantity From 89,460 SF to 81,705 SF	
	Decrease in cost of 7,755 SF @ Unit Price Bid of \$4.50 =	\$ (34,897.50)

Reason: The item quantity decreased due to the final installation area less than the area designated on plans.

<b>ITEM 702:</b>	<b>2' X 4' CCA Turf Nailer</b>	
	Decrease Estimated Quantity From 2,244 LF to 0 LF	
	Decrease in cost of 21,600 LF @ Unit Price Bid of \$8.00 =	\$ (17,952.00)

Reason: This item was not utilized in the contract, existing turf nailers were reused.

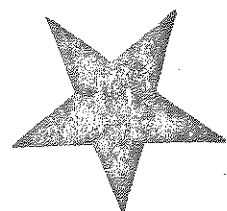
<b>ITEM 800*:</b>	<b>Site Allowance</b>	
	Decrease Estimated Quantity From 1 ALL to 0 ALL	
	Decrease in cost of 1 ALL @ Unit Price Bid of \$25,000.00 =	\$ (25,000.00)

Reason: This item was not utilized in the contract.

##### INCREASES

<b>ITEM 2M:</b>	<b>Unclassified Excavation</b>	
	Increase Estimated Quantity From 220 CY to 344.68 CY	
	Increase in cost of 124.68 CY @ Unit Price Bid of \$450.00 =	\$ 56,106.00

Reason: The average quantity of carpet and infill for the practice field and multipurpose field increased due to actual field conditions. Actual field quantity was 464.68 CY in total, the Town provided dumpsters for removal totaling 120 CY in credit, therefore the total overrun quantity is 124.68 CY.





## 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 PARK

CONTRACT NO.: PWC07-22 (DP21-218)

#### QUANTITY INCREASES / DECREASES

Dated: 21 MARCH 2023

Contractor: LandTek Group, Inc.

Item No.: As Listed Below

Resident Representative: Carlos Romero

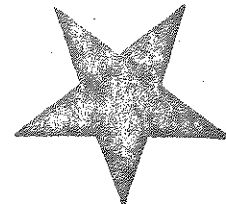
### AUTHORIZED CHANGE: QUANTITY INCREASES AND DECREASES

#### PROJECT SUMMARY

Bid Amount:	- \$ 864,052.00
Reserve Amount:	- \$ 0
Sub Total:	- \$ 864,052.00
Notification No. 1 (TBR Pending)	- \$ (44,810.50)
Final Construction Cost	- \$ 819,241.50

Signed By:

Kenneth Holmstrom, P.E.  
Vice President  
The LiRo Group





105 SWEENEYDALE AVE, BAY SHORE, NY 11706  
TEL (631) 691-2381 • FAX (631) 598-8280

March 30, 2023

The Liro Group  
235 E Jericho Turnpike  
Mineola, NY 11501  
Attn: Carlos Romero

Re: Field of Dreams - Synthetic Turf Field Replacement  
Contract No. DP21-218  
Bid #PW 031-22  
Extension of Time Request

Dear Mr. Romero,

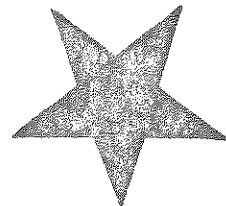
As previously mentioned, there were unforeseen issues that are beyond Landtek's control that did not allow us to complete the project within the contract time frame. The LandTek Group requests an extension of time from the current contract completion date until August 29, 2022. We are requesting the extension for the following reasons

- Weather related delays, excessive moisture
- Lead time for synthetic turf due to manufacturer capacity

If you have any questions, feel free to contact us directly.

Respectfully,

Anthony Gusmano  
CAO / Vice President Synthetic Division  
Agusmano@landtekgroup.com



***"Building Champions from the Ground Up"***

www.landtekgroup.com



Application for Payment

AIA DOCUMENT G732

OWNER:	Town of Oyster Bay 150 Miller Place Syosset, NY 11791	PROJECT:	Field of Dreams 5619 Old Sunrise Hwy Massapequa, NY 11758	APPLICATION NO:	2 - Final	Distribution to:	x OWNER x ARCHITECT x CONTRACTOR x CON. MGR
CONTRACTOR:	The LandTek Group, Inc. 105 Sweeneydale Avenue Bay Shore, NY 11706	Architect:	The LIRo Group 235 East Jericho Tpke. Mineola, NY 11501	PERIOD TO:	1/31/23		
				CONTRACT DATE:	5/10/2022		
				LANDTEK JOB NO.	50-2325		
				LANDTEK CUSTOMER NO	OYST02		

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

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 \$864,052.00
2. Net Change by Change Orders \$0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$864,052.00
4. TOTAL COMPLETED & STORED TO DATE \$819,241.50

5. RETAINAGE:
  - a. 0% of Completed Work (Column D/E on G703) \$0.00
  - b. % of Stored Material (Column F on G703) \$0.00Total Retainage (Line 5a + 5b) \$0.00

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$819,241.50

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 From Prior Certificate) \$830,053.95

8. CURRENT PAYMENT DUE (\$10,812.45)

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 Less Line 8) \$44,810.50

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
TOTALS	\$0.00	\$0.00
NET CHANGE by Change Order	\$0.00	\$0.00

CONTRACTOR: The LandTek Group, Inc.

By:

*Christine Whalen*

State of New York  
County of Suffolk  
Subscribed and sworn to before me this 22nd day of March 2023

FLORENCE MCPARTLAND  
Notary Public, State of New York  
No. 01MC6194181

*[Signature]*  
Qualified in Suffolk County

Notary Public:

My Commission Expires: 9/29/2024

Commission Expires September 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. \$  
(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:

Date:

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

ARCHITECT

*Carlos O. Romero*

Date: 3-22-23

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.

MR

## TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

MARCH 6, 2022

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 SYNTHETIC TURF FIELDS AT  
FIELD OF DREAMS PARK  
CONTRACT NO. DP21-218

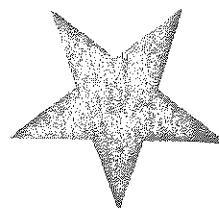
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The Department of Parks is in receipt of the above noted subject.

The Department of Parks concurs with the final acceptance of the *Replacement of Synthetic Turf Fields at Field of Dreams Park, Contract DP21-218* 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



MR

TOWN OF OYSTER BAY  
Inter-Departmental Memo

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

FROM: PAUL S. EHRLICH  
DEPUTY TOWN ATTORNEY

DATE: March 6, 2023

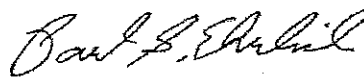
SUBJECT: FINAL ACCEPTANCE  
REPLACEMENT OF SYNTHETIC TURF FIELDS AT FIELD OF DREAMS PARK  
CONTRACT NO. DP21-218

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In reply to your memorandum of February 28, 2023, please be advised that the records of this office disclose no pending litigation or other obstacles which would prevent the final acceptance of the above-referenced Contract.

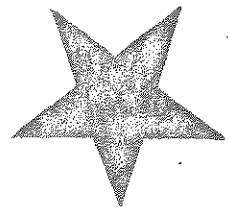
By copy of this memorandum, the contractor, The LandTek Group's Maintenance Bond BCY1095517 is being forwarded to the Town Clerk. We have reviewed the Maintenance Bond and have approved same as to form.

FRANK M. SCALERA, ESQ.  
TOWN ATTORNEY



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

Cc: Comptroller  
Town Clerk (with Bond)



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: MARCH 2, 2023**

**SUBJECT: FINAL ACCEPTANCE – REPLACEMENT OF THE SYNTHETIC TURF**  
**FIELDS AT FIELD OF DREAMS PARK**  
**CONTRACT NO. DP21-218**

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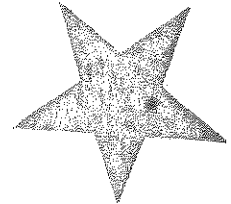
In response to your memo dated February 28, 2023, copy enclosed, please be advised that there are no financial hindrances that would delay the acceptance of this contract.

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

Enclosure

SCB/dim:mj

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



Meeting of July 18, 2023

Resolution No. 482-2023

Reviewed By  
Office of Town Attorney

WHEREAS, by Resolution No. 940-2022, adopted on December 13, 2022, the Town Board authorized the Department of Public Works to enter into Contract No. PWC09-22 with Cameron Engineering & Associates, L.L.P., to provide On-Call Engineering Services related to Site Development, for a two (2) year term, commencing on January 1, 2022 through December 31, 2023; and

WHEREAS, Cameron Engineering & Associates, L.L.P., provided such services regarding construction design in connection with Contract No. DP23-253, Installation of Synthetic Turf Baseball and Softball Infields at Syosset-Woodbury Park; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated June 22, 2023, stated that the design for Contract No. DP23-253 has been completed, and that the Department of Public Works has approved the plans and specifications, with an estimated construction time for completion of 180 days; and

WHEREAS, Commissioner Lenz, by said memorandum, requested that the Town Board authorize the Department of General Services, Division of Purchasing, proceed with setting a bid date for receiving bids for the contract, and further requested that the Department of General Services, Division of Purchasing, contact the Department of Public Works, Division of Engineering, to establish a bid date,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby approved, and the Department of General Services, Division of Purchasing is authorized and directed to proceed with the bidding phase for Contract No. DP23-253, and to proceed with setting a bid date for receiving bids.

-#-

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

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

TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO

June 22, 2023

TO: MEMORANDUM DOCKET

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

SUBJECT: ACCEPTANCE OF DESIGN AND REQUEST TO ENTER BID  
AND CONSTRUCTION PHASE  
INSTALLATION OF SYNTHETIC TURF BASEBALL AND SOFTBALL  
INFIELDS AT SYOSSET-WOODBURY PARK  
CONTRACT NO. DP23-253

---

Town Board Resolution No. 940-2022 authorized Cameron Engineering & Associates, L.L.P. to perform engineering services relative to the above-mentioned contract.

The design has been completed and the Commissioner of Public Works has approved the plans and specifications. The estimated construction time for completion of the subject contract is 180 calendar days.

It is hereby requested that the Town Board authorize, by Resolution, that the Division of Purchasing, by copy of this memorandum, proceed with setting a bid date to receive bids for this contract.

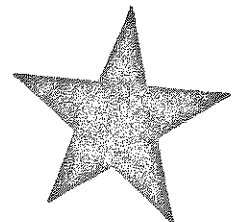


RICHARD W. LENZ, P.E.  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

 MR/CC/lc

cc: Steven C. Ballas, Comptroller  
Joseph G. Pinto, Commissioner/Department of Parks

DP23-253 Installation of Synthetic Turf Baseball & Softball Infields at Syosset-Woodbury Park Permission to Bid



Meeting of December 13, 2022

Resolution No.940-2022

WHEREAS, by Resolution No. 741-2021, adopted on December 7, 2021, the Town Board authorized Cameron Engineering & Associates, LLP to provide On-Call Engineering Services in connection with Contract No. PWC09-22, Site Development, for a two-year term, commencing January 1, 2022 through December 31, 2023; and

WHEREAS, Richard J. Zapolski, Jr., P.E., Associate Partner, Cameron Engineering & Associates, LLP, by letter dated November 18, 2022, described the scope of work to be performed under Contract No. PWC09-22, engineering services related to survey, design and construction management of the installation of synthetic turf for the infields of the two baseball fields at Syosset-Woodbury Community Park, and requested approval to utilize Soil Mechanics Drilling Corp. and AK Associates as sub consultants for said project, for geological services and surveying services, respectively; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memoranda dated November 28, 2022 and December 2, 2022, requested Town Board authorization for Cameron Engineering & Associates, LLP, to provide the aforesaid On-Call Engineering Services under Contract PWC09-22, that Soil Mechanics Drilling Corp. and AK Associates be approved as sub-consultants for said project, and that the Comptroller be directed to issue an encumbrance order in an amount not to exceed \$164,250.00 for this purpose, with funds available for payment in Account No. PKS H 7197 20000 000 2102 001, Project ID No. 2102PKSA-03; and

WHEREAS, the Office of the Inspector General has reviewed the proposed vendor's and sub-consultants' disclosure questionnaires and is satisfied that the Town's Procurement Policy has been fulfilled,

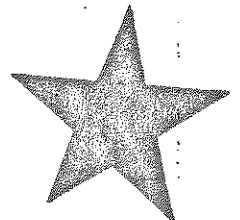
NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, and Cameron Engineering & Associates, LLP is hereby authorized to provide the aforementioned engineering services in connection with Contract No. PWC09-22, and Soil Mechanics Drilling Corp. and AK Associates are hereby authorized to be sub-consultants for said project, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed \$164,250.00 for this purpose, with funds available for payment in Account No. PKS H 7197 20000 000 2102 001, Project ID No. 2102PKSA-03.

-#-

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

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

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



Meeting of July 18, 2023

Resolution No. 483-2023

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

WHEREAS, by Resolution No. 742-2021, adopted on December 7, 2021, the Town Board authorized John A. Grillo Architect P.C. to provide On-Call Engineering Services in connection with Contract No. PWC09-22, Site Development, for a two-year term, commencing January 1, 2022 through December 31, 2023; and

WHEREAS, John M. Grillo, Architect, John A. Grillo Architect, P.C., by letter dated June 5, 2023, described the scope of work to be performed under Contract No. PWC09-22, engineering services related to design and engineering for alterations and upgrades at the Animal Shelter Building, Syosset, and requested approval to utilize Bronzino Engineering, P.C., for structural engineering, Capano and Parker Engineers, P.C. for mechanical/electrical engineering services, and Island Digital Reprographics, for printing and blueprints, as sub-consultants for said project; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated June 23, 2023, requested Town Board authorization for John A. Grillo Architect P.C., to provide the aforesaid On-Call Engineering Services under Contract No. PWC09-22; and

WHEREAS, Commissioner Lenz, by said memorandum, further requested Town Board approval for John A. Grillo, Architect P.C., to utilize sub-consultants under Contract No. PWC09-22, as follows: Bronzino Engineering, P.C., for structural engineering, Capano and Parker Engineers, P.C. for mechanical/electrical engineering services, and Island Digital Reprographics, for printing and blueprints; and

WHEREAS, Commissioner Lenz, by said memorandum, further requested that the Comptroller be directed to issue an encumbrance order in an amount not to exceed \$24,800.00 for this purpose, with funds available for payment in Account No. DGS 1997 20000 000 3210 001, Project ID: 2310 TWN TWN-03; and

WHEREAS, the proposed vendor's and sub-consultant's disclosure questionnaires have been reviewed, and satisfy the Town's Procurement Policy,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, and John A. Grillo Architect P.C. is hereby authorized to provide the aforementioned engineering services in connection with Contract No. PWC09-22, Bronzino Engineering, P.C., Capano and Parker Engineers, P.C. and Island Digital Reprographics are hereby authorized to be sub-consultants for said project, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed \$24,800.00 for this purpose, with funds available for payment in Account No. DGS 1997 20000 000 3210 001, Project ID: 2310 TWN TWN-03.

-#-

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

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



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

June 23, 2023

TO : MEMORANDUM DOCKET

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

SUBJECT: ON CALL ENGINEERING SERVICES RELATIVE TO  
SITE DEVELOPMENT AND USE OF SUB-CONSULTANTS  
CONTRACT NO. PWC09-22  
ACCOUNT NO.: DGS H 1997 20000 000 2310 001  
PROJECT ID: 2310 TWNTWN-03

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The consultant, John A. Grillo Architect P.C., has been approved by the Commissioner of Public Works to provide engineering services under On-Call Contract No. PWC09-22 by Resolution No. 741-2021 for the subject project. Funds have been made available by the Director of Finance.


Attached is a letter dated June 5, 2023 from John A. Grillo Architect P.C. regarding the scope of work to be performed in an amount not to exceed \$ 24,800.00. Services to be performed include design and engineering for alterations and upgrades at the Animal Shelter Building Syosset, N.Y.

Attached is an availability of funds in the amount of \$ 24,800.00 to satisfy said engineering costs from the Office of the Director of Finance indicating that funds are available in Account No. DGS H 1997 20000 000 2310 001, Project ID: 2310 TWNTWN-03.

The office of John A. Grillo P.C. further requests to utilize the following sub-consultants, Bronzino Engineering, P.C. for structural engineering, Capano and Parker Engineers, P.C. for mechanical/electrical engineering services and Island Digital Reprographics for printing and blueprints.

The proposed consultant's and sub-consultant's disclosure questionnaires have been reviewed and has satisfied the Town's Procurement Policy.

It is hereby requested that the Town Board authorize by Resolution, John A. Grillo Architect P.C. under Contract No. PWC09-22 for On-Call Engineering Services Relative to Site Development and requests that the Comptroller be directed to issue an encumbrance order for this purpose and that Bronzino Engineering, P.C., Capano and Parker Engineers, P.C., and Island Digital Reprographics be authorized as sub-consultants.

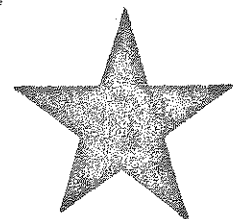
  
RICHARD W. LENZ, P.E.  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

RWL/MR/JP/lk

Attachment

cc: Steven C. Ballas, Comptroller  
Ralph Raymond, Commissioner General Services

PWC09-22 On Call Engineering Services Relative to SITE DEVELOPEMENT





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



Requesting Division/Department

General Services

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

Contract Number PWC09-22

Contract Period January 1, 2022 through December 31, 2023

Consultant/Contractor John A. Grillo Architect P.C.

Discipline Site Development

Total Authorization \$205,475.00

Resolution No. 741-2021 Date December 7, 2021

Funded To Date \$180,675.00

Amount Requested \$24,800.00

Account To Be Used PID 2310 TUN TUN - 03  
DGS H 1997 2000 000 2310 001

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.

Alterations and upgrades at the Animal Shelter Building Syosset N.Y.

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]  
GENERAL SERVICES  
Date 6/15/23

DPW Approval

Only To Be Executed By The Commissioner

Signature [Signature]  
Title Commissioner of Public Works  
Date 6/22/23

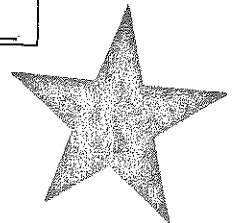
THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

Amount Requested 24,800.00

Unencumbered Balance 480,580.40

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

Signature [Signature] Yes ☒ No ☐  
Date 6/16/23





# TOWN OF OYSTER BAY

## WORK ORDER



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

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

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

Contract Start 1/1/2022

Contract No. PWC09-22

Contract End 12/31/2023

Commencement Date Jan. 1, 2023

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

Vendor Name and Address

John A. Grillo Architect, P.C.

1213 Main Street

Port Jefferson, NY 11777

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

General Services

Contact \_\_\_\_\_

John Piscitello

Phone \_\_\_\_\_

(516) 677- 5883

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

Alterations and upgrades at the Animal Shelter Building Syosset N.Y.

**This work order shall not exceed \$ \$24,800.00**

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

Requesting Division/Department

Signature \_\_\_\_\_

**GENERAL SERVICES  
COMMISSIONER**

Date 6/15/23

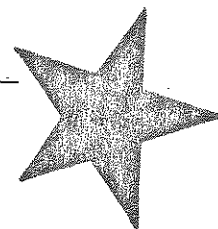
Department Of Public Works Approval  
Only To Be Executed By The Commissioner

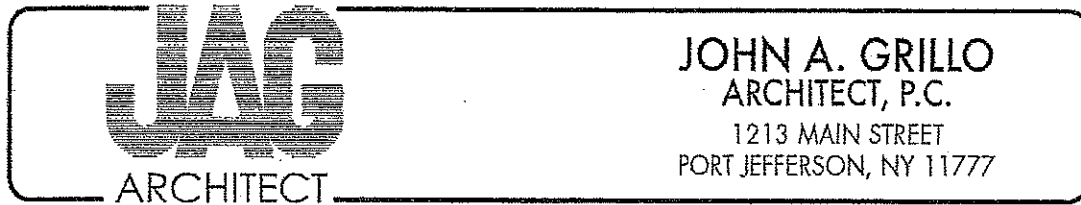
Signature \_\_\_\_\_

**Commissioner of Public Works**

Date \_\_\_\_\_

6/22/23





TEL: (631) 476-2161

JAGarchitect.com

FAX: (631) 476-9846

June 5, 2023

Mr. Richard Lenz  
Commissioner of Public Works/ Highways  
Town of Oyster Bay  
150 Miller Place  
Syosset, New York 11791

RE: On-Call Engineering Services Relative  
to Architecture – Alterations and  
Upgrades at the Animal Shelter Building  
PWC09-22

Dear Commissioner Lenz:

Based on the estimated construction costs, the following engineering fees will be associated with this referenced project:

PHASE 1 – DESIGN

HOURS

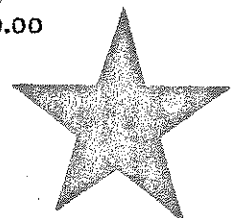
• Field Work and Initial Coordination Meetings	15 hrs. @ \$175/hr.	\$2,625.00
• Design and Construction Documents	45 hrs. @ \$175/hr.	\$7,875.00
• Printing		<u>\$1,000.00</u>

Total Hours for Phase 1

45 hours

Total Engineering Fees @ \$175.00 per hour (not to exceed)

\$11,500.00



PHASE 2 – Bid Opening

- |                                      | <u>HOURS</u>  |
|--------------------------------------|---------------|
| • Bid Opening and Bid Results Review | 6 @ \$175/hr. |

<b>Total Hours for Phase 2</b>	<b>6 Hours</b>
--------------------------------	----------------

<b>Total Engineering Fees at \$175.00 per hour (not to exceed)</b>	<b>\$1,050.00</b>
--	-------------------

PHASE 3 – On-Site Supervision

- |                                       |                |
|---------------------------------------|----------------|
| • Submittal Review                    | 20 @ \$175/hr. |
| • Contractor Installation/Supervision | 30 @ \$175/hr. |
| • Progress/Job Meetings               | 30 @ \$175/hr. |

<b>Total Hours for Phase 3</b>	<b>70 hours</b>
--------------------------------	-----------------

<b>Total Engineering Fees at \$175.00 per hour (not to exceed)</b>	<b>\$12,250.00</b>
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<b>TOTAL FEES FOR ALL 3 PHASES (not to exceed)</b>	<b><u>\$24,800.00</u></b>
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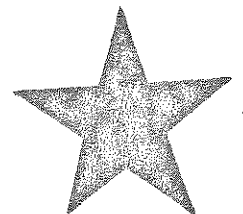
**Tobay – Animal Shelter**

**Scope of Work:**

- Exterior masonry repair, repointing and sealing
- Steel modifications at overhangs(Bronzino Engineering)
- Perform all necessary brick and masonry reconstruction associated with steel modifications
- HVAC upgrades at both kennels(Capano & Parker)
- Alterations as needed to mitigate bird issues (netting, new doors and closers etc.)

In addition, we would like to request approval of the following sub-consultants to be able to work on this project.

Bronzino Engineering, P.C.	Structural Engineering Services
Capano and Parker Engineers, P.C.	Mechanical/Electrical Engineering Services
Island Digital Reprographics	Printing and Blueprints



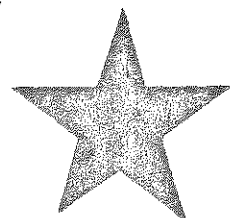
If additional information is required or you have any questions, please contact our office.

Very truly yours,

A handwritten signature in black ink, appearing to read 'J. Grillo', written in a cursive style.

John M. Grillo  
Architect

CC: M. Russo  
J. Tassone



Meeting of December 7, 2021

Resolution No. 741-2021

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated November 22, 2021, advised that a Request for Proposals for On-Call Engineering Services relative to Site Development was issued in accordance with the specifications contained in Contract No. PWC09-22, for a two (2) year contract term, commencing January 1, 2022 through December 31, 2023; and

WHEREAS, in response to the aforementioned Request for Proposals, eighteen (18) responses were received by the Division of Engineering; and

WHEREAS, Commissioner Lenz, by said memorandum, stated that after review of the Division of Engineering's preliminary recommendations performed in compliance with the requirements of Guideline 6 and 9 of the Town of Oyster Bay Procurement Policy and in conjunction with the current workload, the Department has selected N & P Engineers, Architecture & Land Surveying, PLLC; D & B Engineers and Architects, DPC; H2M Engineers & Architects, John A. Grillo Architect, P.C., de Bruin Engineering, P.C., Nassau Suffolk Engineering & Architects, PLLC, Cameron Engineering & Associates, LLP and Savik & Murray a Division of DCAK-MSA; and

WHEREAS, Commissioner Lenz, by said memorandum, requested Town Board authorization for the Department of Public Works/Highway to enter into Contract No. PWC09-22, On-Call Engineering Services relative to Site Development, with N & P Engineers, Architecture & Land Surveying, PLLC, D & B Engineers and Architects, DPC, H2M Engineers & Architects, John A. Grillo Architect, P.C., de Bruin Engineering, P.C., Nassau Suffolk Engineering & Architects, PLLC, Cameron Engineering & Associates, LLP and Savik & Murray a Division of DCAK-MSA, for a two (2) year term, commencing on January 1, 2022 through December 31, 2023; and

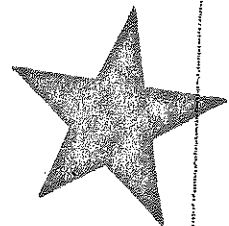
WHEREAS, The office of the Inspector General has reviewed the Request for Proposals and the proposed vendors' disclosure questionnaires and is satisfied that the Procurement Policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved and the Department of Public Works/Highway is hereby authorized to enter into Contract No. PWC09-22, On-Call Engineering Services relative to Site Development, with N & P Engineers, Architecture & Land Surveying, PLLC, D & B Engineers and Architects, DPC, H2M Engineers & Architects, John A. Grillo Architect, P.C., de Bruin Engineering, P.C., Nassau Suffolk Engineering & Architects, PLLC, Cameron Engineering & Associates, LLP and Savik & Murray a Division of DCAK-MSA, for a two (2) year term, commencing on January 1, 2022 through December 31, 2023

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

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



Reviewed By  
Council of Town Agency

Reviewed By  
Office of Town Attorney

*Ref. P. Healy*

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated June 29, 2023, requested Town Board authorization for the Department to partner with the Nassau County Office for the Aging, to distribute produce coupons, in the form of New York State "Senior Farmer's Market Nutrition Program" (SFMNP) Coupons, to Town of Oyster Bay senior residents, through the Town's Senior Summer Program, with said distribution to take place on Monday, August 14, 2023, at the North Massapequa Community Center, and on Monday, August 21, 2023, at the Hicksville Community Center, with no costs to be incurred by the Town for these services; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, advised that since the Town of Oyster Bay Department of Community and Youth was partnering with another governmental agency, it had been determined that it was unnecessary to obtain a Disclosure Questionnaire,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and that the Department of Community and Youth Services is hereby authorized to partner with the Nassau County Office for the Aging, , to distribute produce coupons, in the form of New York State "Senior Farmer's Market Nutrition Program" (SFMNP) Coupons, to Town of Oyster Bay senior residents, through the Town's Senior Summer Program, with said distribution to take place on Monday, August 14, 2023, at the North Massapequa Community Center, and on Monday, August 21, 2023, at the Hicksville Community Center, with no costs to be incurred by the Town for these services.

-#-

The foregoing resolution was declared 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



484

TOWN OF OYSTER BAY  
Inter-Departmental Memorandum

June 29, 2023

TO: Memorandum Docket

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

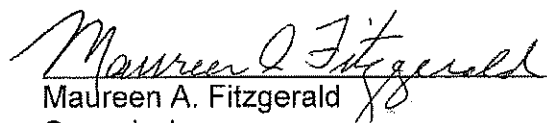
SUBJECT: USDA Seniors Farmer's Market Nutrition Program

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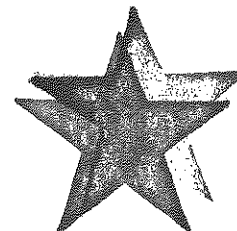
The Department of Community and Youth Services requests Town Board authorization to partner with the Nassau County Office for the Aging to distribute produce coupons to income eligible seniors. Nassau County's Office for the Aging is a main distributor of New York State Seniors Farmer's Market Nutrition Program (SFMNP) Coupons. We would be able to make this available to the Town of Oyster Bay's senior residents through our Senior Summer Program. This service will be provided on Monday, August 14, 2023 at the North Massapequa Community Center and on Monday, August 21, 2023 at the Hicksville Community Center. There will be no costs incurred by the Town of Oyster Bay for these services.

It was previously determined that as we are partnering with another governmental agency, it is unnecessary to obtain a Disclosure Questionnaire.

Therefore, it is respectfully requested that the Town Board authorize the Department of Community & Youth Services to partner with Nassau County's Office for the Aging for the benefit of the Town of Oyster Bay's senior residents.

  
Maureen A. Fitzgerald  
Commissioner

MAF:sab



CAF  
Reviewed By  
Office of Town Attorney



WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated June 22, 2023, recommended Town Board authorization to allow Rocco's Voice for Autism, an IRS Section 501(c)3 charitable organization, the use of TOBAY Beach Spray Park, at no cost, from 6:00 p.m. through 8:30 p.m., on Monday, August 28, 2023, with a rain date of August 29, 2023, said dates and times subject to change at the discretion of the Commissioner of Parks or his designee, for use by children with autism and their families; 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 recommendation as hereinabove set forth is accepted, and the Department of Parks is hereby authorized to provide Rocco's Voice for Autism, with the use of TOBAY Beach Spray Park, at no cost, from 6:00 p.m. through 8:30 p.m., on Monday, August 28, 2023, with a rain date of August 29, 2023, said dates and times subject to change at the discretion of the Commissioner of Parks or his designee, for use by children with autism and their families, subject to the following conditions:

1. The use of all Town property shall be in conformance with the direction of the Commissioner of the Parks Department, or his duly authorized representative;
2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of Town property, and in the conduct of the aforementioned activity; and
3. The said organization shall file a Hold Harmless Agreement, and a Certificate of Insurance and Declaration Page(s) with the Office of the Town Clerk, indicating said organization maintains a policy of comprehensive general liability insurance, with a Commercial Liability limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate per year and naming the Town of Oyster Bay as an additional insured, in connection with the aforescribed activity.

-#-

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

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

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

TO: MEMORANDUM DOCKET

FROM: JOSEPH G. PINTO, COMMISSIONER, DEPARTMENT OF PARKS

DATE: JUNE 22, 2023

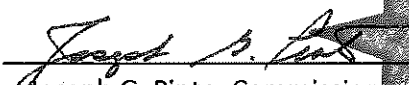
SUBJECT: ROCCO'S VOICE AT TOBAY SPRAY PARK


---

The Department of Parks is requesting Town Board approval to allow Rocco's Voice for Autism, a non-for-profit entity, IRS Section 501c3, the use of the Tobay Beach Spray Park on Monday, August 28, 2023 from 6:00 pm until 8:30 pm (rain date August 29) for children with Autism and their families. Dates and times may be changed at the discretion of the Commissioner of Parks, and/or his designee.

Rocco's Voice for Autism is an organization which offers necessary support through outreach programs and events that help connect families of children with Autism.

The Department of Parks recommends Town Board approval for this event on the terms set forth above.

  
Joseph G. Pinto, Commissioner,  
Department of Parks



JGP; EW

Meeting of July 18, 2023

Resolution No. 486-2023

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated June 28, 2023, requested Town Board authorization to issue a refund in the amount of \$332.50 to Town of Oyster Bay resident Shan Huang Lin, for fees paid for her children to attend Syosset Swim Lessons, as they are no longer able to attend due to a scheduling conflict; and

WHEREAS, Commissioner Pinto, by said memorandum, advised that Mrs. Lin is entitled to a refund of the \$350.00 registration fee, less the 5 percent administrative fee, for a total refund of \$332.50,

NOW, THEREFORE, BE IT RESOLVED, That the 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 Shan Huang Lin; 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.

-#-

*DPS*  
Reviewed By  
Office of Town Attorney  
*Domenica 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	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

486

TO: MEMORANDUM DOCKET

FROM: Joseph G. Pinto, Commissioner  
Department of Parks

DATE: 6/28/2023

SUBJECT: Shan Huang Lin- Syosset Swim Lessons 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 Shan Huang Lin. Mrs. Lin's children are unable to attend the Syosset Swim Lessons due to a scheduling conflict.

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

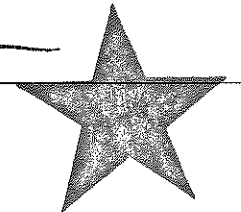
Syosset Swim Lessons	\$350.00
5% Administration Fee	\$17.50

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

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

Kindly debit the following account: **PKS A 0001 020001 510 0000**

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



JGP/nh

Meeting of July 18, 2023

Resolution No. 487-2023

OKS  
Reviewed By  
Office of Town Attorney  
America walsh

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated June 27, 2023, requested Town Board authorization to issue a refund in the amount of \$517.50 to Town of Oyster Bay resident Joanna Cervini, 290 Utica Avenue, Massapequa, NY 11758, for fees paid for her daughter to attend the 2023 Town of Oyster Bay Summer Recreation Program at Marjorie Post Park, as she is no longer able to attend; and

WHEREAS, Commissioner Pinto, by said memorandum, advised that Mrs. Cervini is entitled to a refund of the \$575.00 registration fee, less the 10 percent administrative fee, for a total refund of \$517.50,

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 \$517.50 to Joanna Cervini; and be it further

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

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

-#-

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

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

# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

TO: MEMORANDUM DOCKET

FROM: Joseph G. Pinto, Commissioner  
Department of Parks

DATE: 6/27/2023

SUBJECT: Joanna Cervini- Summer Recreation Marjorie Post Park Refund

---

The Department of Parks respectfully requests Town Board approval for a refund in the amount of \$517.50 (five hundred seventeen dollars and 50/100 cents) to Town of Oyster Bay resident Joanna Cervini, 290 Utica Ave, Massapequa, NY 11758. Mrs. Cervini's daughter will not be attending Summer Recreation at Marjorie Post Park.

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

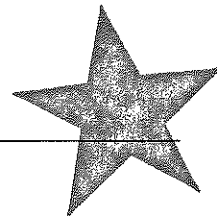
Summer Recreation Marjorie Post Park	\$575.00
10% Administration Fee	\$57.50

**TOTAL REFUND                    \$517.50 (five hundred seventeen dollars and 50/100 cents)**

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

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

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



JGP/nh

Meeting of July 18, 2023

Resolution No. 488-2023

DP  
Reviewed By  
Office of Town Attorney  
*America Wolfe*

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated June 26, 2023, requested Town Board authorization to issue a refund in the amount of \$607.50 to Town of Oyster Bay resident Nicolae Constantinescu, 8 Lincrest Street, Syosset, NY 11791, for fees paid for his son to attend the 2023 Town of Oyster Bay Summer Recreation Program at Syosset-Woodbury Park, as he is no longer able to attend; and

WHEREAS, Commissioner Pinto, by said memorandum, advised that Mr. Constantinescu is entitled to a refund of the \$675.00 registration fee, less the 10 percent administrative fee, for a total refund of \$607.50,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of Parks is hereby authorized and directed to issue a refund in the amount of \$607.50 to Nicolae Constantinescu; and be it further

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

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

-#-

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

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



# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

488

TO: MEMORANDUM DOCKET

FROM: Joseph G. Pinto, Commissioner  
Department of Parks

DATE: 6/26/2023

SUBJECT: Nicolae Constantinescu- Summer Recreation Syosset-Woodbury Refund

The Department of Parks respectfully requests Town Board approval for a refund in the amount of \$607.50 (six hundred seven dollars and 50/100 cents) to Town of Oyster Bay resident Nicolae Constantinescu, 8 Lincrest Street, Syosset, NY 11791. Mr. Constantinescu's son will not be attending Summer Recreation at Syosset-Woodbury Park.

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

Summer Recreation Syosset-Woodbury Park	\$675.00
<u>10% Administration Fee</u>	<u>\$67.50</u>

**TOTAL REFUND                      \$607.50 (six hundred seven dollars and 50/100 cents)**

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

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

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



JGP/nh

Meeting of July 18, 2023

Resolution No. 489-2023

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated June 26, 2023, requested Town Board authorization to issue a refund in the amount of \$607.50 to Alexander Vargas, 4054 Reardon Place, Seaford, NY 11783, for fees paid for his son to attend the 2023 Town of Oyster Bay Summer Recreation Program at Syosset-Woodbury Park, as he is no longer able to attend; and

WHEREAS, Commissioner Pinto, by said memorandum, advised that Mr. Vargas is entitled to a refund of the \$675.00 registration fee, less the 10 percent administrative fee, for a total refund of \$607.50,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of Parks is hereby authorized and directed to issue a refund in the amount of \$607.50 to Alexander Vargas; and be it further

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

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

-#-

Reviewed By  
Office of Town Attorney  
*America Wolfe*

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

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

# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

TO: MEMORANDUM DOCKET

FROM: Joseph G. Pinto, Commissioner  
Department of Parks

DATE: 6/26/2023

SUBJECT: Alexander Vargas- Summer Recreation Syosset-Woodbury Refund

The Department of Parks respectfully requests Town Board approval for a refund in the amount of \$607.50 (six hundred seven dollars and 50/100 cents) to Alexander Vargas, 4054 Reardon Place, Seaford, NY 11783. Mr. Vargas' son will not be attending Summer Recreation at Syosset Woodbury Park.

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

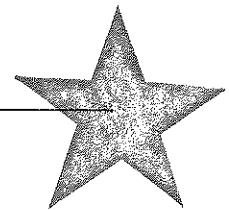
Summer Recreation Syosset-Woodbury	\$675.00
10% Administration Fee	\$67.50

**TOTAL REFUND**                      **\$607.50 (six hundred seven dollars and 50/100 cents)**

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

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

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



JGP/nh

Meeting of July 18, 2023

Resolution No. 490-2023

Reviewed By  
Office of Town Attorney  
*DPAS*  
*Donavica Warpe*

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated June 27, 2023, requested Town Board authorization to issue a refund in the amount of \$1,125.00 to Town of Oyster Bay resident Gladis Umana Benitez, 24 Buckener Avenue, Hicksville, NY 11801, for fees paid for her children to attend the 2023 Town of Oyster Bay Summer Recreation Program at Syosset-Woodbury Park, as they are no longer able to attend; and

WHEREAS, Commissioner Pinto, by said memorandum, advised that Mrs. Benitez is entitled to a refund of the \$1,250.00 registration fee, less the 10 percent administrative fee, for a total refund of \$1,125.00,

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 \$1,125.00 to Gladis Umana Benitez; and be it further

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

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

-#-

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

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

## TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

490

TO: MEMORANDUM DOCKET

FROM: Joseph G. Pinto, Commissioner  
Department of Parks

DATE: 6/27/2023

SUBJECT: Gladis Umana Benitez- Summer Recreation Syosset-Woodbury Refund

---

The Department of Parks respectfully requests Town Board approval for a refund in the amount of \$1,125.00 (one thousand one hundred twenty-five dollars and 00/100 cents) to Town of Oyster Bay resident Gladis Umana Benitez, 24 Buckener Ave, Hicksville, NY 11801. Mrs. Benitez's children will not be attending Summer Recreation at Syosset-Woodbury Park.

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

Summer Recreation Syosset-Woodbury Park	\$1,250.00
<u>10% Administration Fee</u>	<u>\$125.00</u>

**TOTAL REFUND**                      **\$1,125.00 (one thousand one hundred twenty-five dollars 00/100 cents)**

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

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

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



JGP/nh

Meeting of July 18, 2023

Resolution No. 491-2023

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated June 26, 2023, requested Town Board authorization to issue a refund in the amount of \$1,125.00 to Town of Oyster Bay resident Shradha Dessai, 106 Cabernet Drive, Chapel Hill, NC 27516, for fees paid for her children to attend the 2023 Town of Oyster Bay Summer Recreation Program at Syosset-Woodbury Park, as they are moving out of state; and

WHEREAS, Commissioner Pinto, by said memorandum, advised that Mrs. Dessai is entitled to a refund of the \$1,250.00 registration fee, less the 10 percent administrative fee, for a total refund of \$1,125.00,

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 \$1,125.00 to Shradha Dessai; and be it further

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

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

-#-

Reviewed By  
Office of Town Attorney  
*Monica Wayne*

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

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

# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

491

TO: MEMORANDUM DOCKET

FROM: Joseph G. Pinto, Commissioner  
Department of Parks

DATE: 6/26/2023

SUBJECT: Shradha Dessai- Summer Recreation Syosset-Woodbury Park Refund

The Department of Parks respectfully requests Town Board approval for a refund in the amount of \$1,125.00 (one thousand one hundred twenty-five dollars 00/100 cents) to Town of Oyster Bay resident Shradha Dessai, 106 Cabernet Drive, Chapel Hill, NC 27516. Mrs. Dessai's two children will not be attending Summer Recreation at Syosset-Woodbury Park as they are moving out of state.

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

Summer Recreation Syosset-Woodbury Park	\$1,250.00
<u>10% Administration Fee</u>	<u>\$125.00</u>

**TOTAL REFUND                    \$1,125.00 (one thousand one hundred twenty-five dollars 00/100 cents)**

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

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

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



JGP/nh

Meeting of July 18, 2023

Resolution No. 492-2023

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated June 26, 2023, requested Town Board authorization to issue a refund in the amount of \$607.50 to Town of Oyster Bay resident Sai Matsumoto, 11 Thomas Avenue, Bethpage, NY 11714, for fees paid for his son to attend the 2023 Town of Oyster Bay Summer Recreation Program at Syosset-Woodbury Park, as he is no longer able to attend; and

WHEREAS, Commissioner Pinto, by said memorandum, advised that Mr. Matsumoto is entitled to a refund of the \$675.00 registration fee, less the 10 percent administrative fee, for a total refund of \$607.50,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of Parks is hereby authorized and directed to issue a refund in the amount of \$607.50 to Sai Matsumoto; and be it further

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

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

-#-

*Reviewed By*  
*Office of Town Attorney*  
*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	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye



# TOWN OF OYSTER BAY

## Inter-Departmental Memorandum

TO: MEMORANDUM DOCKET

FROM: Joseph G. Pinto, Commissioner  
Department of Parks

DATE: 6/26/2023

SUBJECT: Sai Matsumoto- Summer Recreation Syosset-Woodbury Refund

---

The Department of Parks respectfully requests Town Board approval for a refund in the amount of \$607.50 (six hundred seven dollars and 50/100 cents) to Town of Oyster Bay resident Sai Matsumoto, 11 Thomas Ave, Bethpage, NY 11714. Mr. Matsumoto's son will not be attending Summer Recreation at Syosset-Woodbury Park.

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

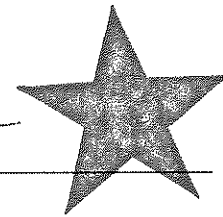
Summer Recreation Syosset-Woodbury	\$675.00
10% Administration Fee	\$67.50

**TOTAL REFUND                      \$607.50 (six hundred seven dollars and 50/100 cents)**

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

Kindly debit the following account: **PKS A 0001 002001 510 0000**

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



JGP/nh

Meeting of July 18, 2023

Resolution No. 493-2023

WHEREAS, Catherine Masticovo has requested to donate a memorial plaque to be placed under a new tree at Marjorie R. Post Community Park, Massapequa, in memory of her father, James Masticovo; and

WHEREAS, the value of the plaque is estimated to be \$500.00 and the tree has an estimated value of \$220.00, 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 June 30, 2023, recommended that the Town accept said donations,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town hereby accepts the donation of \$720.00 from Catherine Masticovo to donate a memorial plaque to be placed under a new tree at Marjorie R. Post Community Park, Massapequa, in memory of her father, James Masticovo.

-#-

REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
*[Signature]*

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

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

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

**TO:** Memorandum Docket

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

**SUBJECT:** Memorial Plaque and Tree

**DATE:** June 30, 2023

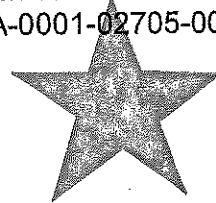
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The Department of Parks has received a request from Catherine Masticovo (letter attached) requesting a memorial plaque under a new tree at Marjorie R. Post Community Park in memory of her father, James Masticovo.

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

In accordance with Town Board Resolution 760-2022, adopted October 25, 2022, the Department of Parks respectfully requests Town Board Approval to accept a donation of \$500.00 from Catherine Masticovo and to accept the donation of a tree with an estimated value of \$220.00. The tree will be bought by Catherine Masticovo. Monies from this donation will be deposited into account no. PKS-A-0001-02705-000-0000.

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



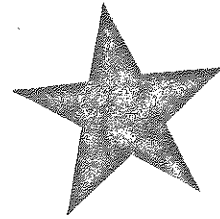
JGP/dc

June 30<sup>th</sup>, 2023

To Whom It May Concern:

My name is Catherine Masticovo and my family and I are requesting to plant a tree in honor of my father, James Masticovo, with an 8x6 plaque underneath the tree. We would like to plant the tree at Marjorie Post Community Park in Massapequa. We grew up going to the pool and events at this park with my father and have very fond memories here.

Thank you for your consideration,  
Catherine Masticovo



Reviewed By  
Office of Town Attorney

*America Wolfe*

Meeting of October 25, 2022

Resolution No.760-2022

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

FEES FOR A MEMORIAL PLAQUE:

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

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

FEES FOR A MEMORIAL PLAQUE AND A NEW BENCH:

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

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

FEES FOR A MEMORIAL PLAQUE PLACED ON AN EXISTING BENCH:

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

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

FEES FOR A MEMORIAL PLAQUE PLACED UNDER AN EXISTING TREE:

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

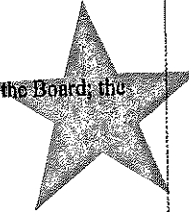
8" x 6" plaque placed under an existing tree is \$550.00

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

-#-

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

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



Meeting of July 18, 2023

Resolution No. 494-2023

WHEREAS, Gina Valenze has 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 Danil Dreger; 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 June 27, 2023, recommended that the Town accept said donation,

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

-#-

Reviewed By  
Office of Town Attorney  
*[Signature]*

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

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

494

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

**TO:** Memorandum Docket

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

**SUBJECT:** Memorial Plaque and Bench

**DATE:** June 27, 2023

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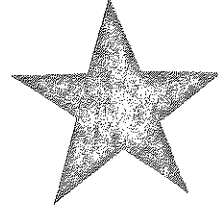
The Department of Parks has received a request from Gina Valenze (letter attached) requesting a memorial plaque on a new bench at Theodore Roosevelt Memorial Park and Beach in memory of Danil Dreger.

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

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

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:** Gina V <[REDACTED]>  
**Sent:** Tuesday, June 27, 2023 1:14 PM  
**To:** Diann Codispodo  
**Subject:** Memorial Bench Request

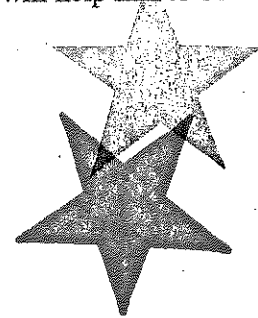
**CAUTION:** This email originated from outside of our organization! Do not click links, open attachments or reply, unless you recognize the sender's email address and know the content is safe!

Hi Diann,

My name is Gina Valenze. I'm looking to donate \$1325.00 for a new bench with an 8" x 6" plaque to honor my fiance Danil Dreger. I would like it to be placed in Teddy Roosevelt Park.

Danil passed on January 18, 2021 from Leukemia. He and I treasured our time together watching the sunsets from Teddy Roosevelt Park. I am grateful for the chance to honor him in a way that will help him to be remembered in such a beautiful setting. Thank you so much.

Yours truly,  
Gina Valenze  
56 Spring Street  
Oyster Bay NY 11771





Reviewed By  
Office of Town Attorney

*America Wolfe*

Meeting of October 25, 2022

Resolution No.760-2022

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

FEES FOR A MEMORIAL PLAQUE:

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

FEES FOR A MEMORIAL PLAQUE AND A NEW BENCH:

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

FEES FOR A MEMORIAL PLAQUE PLACED ON AN EXISTING BENCH:

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

FEES FOR A MEMORIAL PLAQUE PLACED UNDER AN EXISTING TREE:

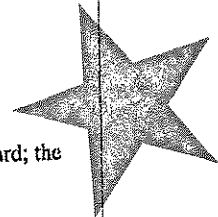
8" x 4" plaque placed under an existing tree is \$450.00  
8" x 6" plaque placed under an existing tree is \$550.00

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

-#-

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

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



Meeting of July 18, 2023

Resolution No. 495-2023

WHEREAS, Anne Vermaelen has requested to donate a memorial plaque to be placed on an existing bench at Alhambra Park, Massapequa, in memory of Charles J. Vermaelen; 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 June 27, 2023, recommended that the Town accept said donation,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town hereby accepts the donation of \$750.00 from Anne Vermaelen to donate a memorial plaque to be placed on an existing bench at Alhambra Park, Massapequa, in memory of Charles J. Vermaelen.

-#-

Reviewed By  
Office of Town Attorney  
*[Signature]*

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

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

495

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

**TO:** Memorandum Docket  
**FROM:** Joseph G. Pinto, Commissioner of Parks  
**SUBJECT:** Memorial Plaque and Existing Bench  
**DATE:** June 27, 2023

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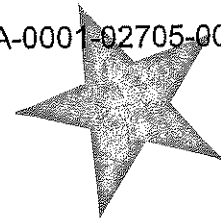
The Department of Parks has received a request from Anne Vermaelen (letter attached) requesting a memorial plaque on an existing bench at Alhambra Park in Massapequa, in memory of Charles J. Vermaelen.

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

In accordance with Town Board Resolution 760-2022, adopted October 25, 2022, the Department of Parks respectfully requests Town Board Approval to accept a donation of \$750.00 from Anne Vermaelen.

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:** ANNE VERMAELEN [REDACTED]  
**Sent:** Friday, June 23, 2023 9:02 AM  
**To:** Diann Codispodo  
**Subject:** Re: Memorial Prices and Guidelines

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

Hi Diann,

My name is Anne Vermaelen and I would like to donate an existing bench at Alhambra Beach Park I met with Chris this morning(June 23) and picked out a bench.

The plaque will be 8/4 and will be 4 lines and is in honor of my husband, Charles J. Vermaelen.

Thank you for your assistance.

Anne Vermaelen

19 Canal Rd

Massapequa, NY11758  
[REDACTED]

Sent from my iPad

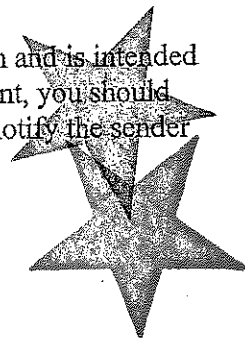
On Jun 22, 2023, at 2:24 PM, Diann Codispodo <dcodispodo@oysterbay-ny.gov> wrote:

Hi Anne here are the prices we spoke of. I gave your name and number to Chris and I asked him to call you as early as 7 am tomorrow. I don't know what his schedule for tomorrow is but hopefully he will be able to meet with you tomorrow.

Enjoy your vacation,  
Diann☺

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

<Memorial Prices and Guidelines New2022.docx>



Reviewed By  
Office of Town Attorney

*America Wolfe*

Meeting of October 25, 2022

Resolution No.760-2022

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

FEES FOR A MEMORIAL PLAQUE:

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

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

FEES FOR A MEMORIAL PLAQUE AND A NEW BENCH:

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

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

FEES FOR A MEMORIAL PLAQUE PLACED ON AN EXISTING BENCH:

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

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

FEES FOR A MEMORIAL PLAQUE PLACED UNDER AN EXISTING TREE:

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

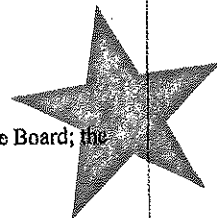
8" x 6" plaque placed under an existing tree is \$550.00

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

-#-

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

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



Meeting of July 18, 2023

Resolution No. 496-2023

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated June 27, 2023, informed the Town Board that the Town of Oyster Bay has been awarded up to \$200,000 through the New York State Department of Agriculture and Markets for upgrades to the Town of Oyster Bay Animal Shelter located at 150 Miller Place, Syosset, which would be reimbursed to the Town for eligible costs incurred in completing the upgrade; and

WHEREAS, Commissioner Sammartano, by said memorandum, further informed the Town Board that receipt of the aforesaid funding is contingent upon the execution of a Grant Disbursement Agreement with the New York State Department of Agriculture and Markets and other documentation as required by the New York State Department of Agriculture and Markets, and requested Town Board authorization to permit the Supervisor, or his designee, to execute all documents as required by the New York State Department of Agriculture and Markets in connection with the grant funding with respect to the completion of the Animal Shelter upgrade,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and the Supervisor or his designee, is authorized to execute all documents as required by the New York State Department of Agriculture and Markets, including a Grant Disbursement Agreement, in connection with the grant funding with respect to the completion of the Animal Shelter upgrade.

-#-

*DRS*  
Reviewed By  
Office of Town Attorney  
*Elizabeth A. Jangiewicz*

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

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

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

**TO:** MEMORANDUM DOCKET

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

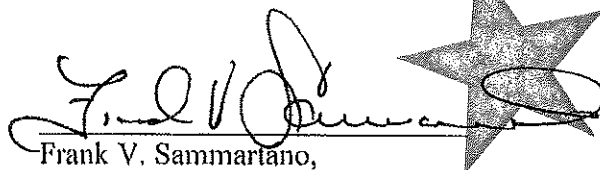
**DATE:** JUNE 27, 2023

**SUBJECT:** NEW YORK STATE DEPARTMENT OF AGRICULTURE AND MARKETS  
ANINMAL SHELTER UPGRADE – DEPARTMENT OF PUBLIC WORKS

---

The Town of Oyster Bay (Town) has been awarded up to \$200,000 through the New York State Department of Agriculture and Markets for upgrades to the Town of Oyster Bay Animal Shelter located at 150 Miller Place, Syosset, NY. Grant funding provided through the Department of Agriculture and Markets will reimburse the Town for eligible costs incurred in completing the upgrade. Receipt of this grant funding is contingent upon the Town's execution of a Grant Disbursement Agreement with the New York State Department of Agriculture and other documentation as required by the New York State Department of Agriculture and Markets.

We respectfully request a Town Board Resolution authorizing Supervisor Joseph Saladino or his authorized designee to execute all documents in connection with the New York State Department of Agriculture and Markets as it pertains to the upgrade of the Town of Oyster Bay Animal Shelter located at the Town of Oyster Bay Department of Public Works.

  
Frank V. Sammartano,  
Commissioner

cc: Town Attorney w/9 copies

Meeting of July 18, 2023

Resolution No. 497-2023

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

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated June 27, 2023, informed the Town Board that the Town of Oyster Bay has been awarded up to \$500,000 through the New York State and Municipal Facilities ("SAM") Program for the purchase of a new vacuum truck to be stationed at the Town of Oyster Bay Department of Public Works, 150 Miller Place, Syosset, which grant funding would be reimbursed to the Town for eligible costs incurred in completing the purchase; and

WHEREAS, Commissioner Sammartano, by said memorandum, further informed the Town Board that receipt of the aforesaid funding is contingent upon the execution of a Grant Disbursement Agreement with the Dormitory Authority of the State of New York ("DASNY") and other documentation as required by DASNY, and requested Town Board authorization to permit the Supervisor, or Supervisor's designee, to execute all documents in connection with the SAM Program with respect to for the purchase of a new vacuum truck,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and the Supervisor or the Supervisor's designee, is authorized to execute all documents in connection with the SAM Program, including a Grant Disbursement Agreement, with respect to for the purchase of a new vacuum truck.

-#-

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

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



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

**TO:** MEMORANDUM DOCKET

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

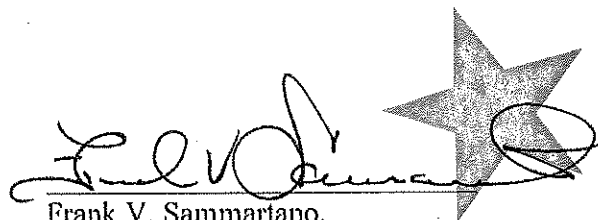
**DATE:** JUNE 27, 2023

**SUBJECT:** STATE AND MUNICIPAL FACILITIES PROGRAM:  
VACUUM TRUCK REPLACEMENT – DEPARTMENT OF PUBLIC WORKS

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The Town of Oyster Bay (Town) has been awarded up to \$500,000 through the New York State and Municipal Facilities (SAM) Program to purchase a new vacuum truck to replace an old and worn vacuum truck to be stationed at the Town of Oyster Bay Department of Public Works, 150 Miller Place, Syosset, NY. Grant funding provided through the SAM Program will reimburse the Town for eligible costs incurred in completing the purchase. Receipt of this grant funding is contingent upon the Town's execution of a Grant Disbursement Agreement with the Dormitory Authority of the State of New York and other documentation as required by the Dormitory Authority of the State of New York.

We respectfully request a Town Board Resolution authorizing Supervisor Joseph Saladino or his authorized designee to execute all documents in connection with the New York State and Municipal Facilities Program as it pertains to the purchase of a new vacuum truck to be stationed at the Town of Oyster Bay Department of Public Works.

  
Frank V. Sammartano,  
Commissioner

cc: Town Attorney w/9 copies

Meeting of July 18, 2023

Resolution No. 498-2023

WHEREAS, Frank M. Scalera, Town Attorney, and Sheila Tarnowski, Director of Legislative Affairs, by memorandum dated June 30, 2023, reported that the General Municipal Law, Article 3, requires public notification of the Town's Annual Comprehensive Financial Report and filing with the State Comptroller, within ten (10) days of filing of said report; and

WHEREAS, Frank M. Scalera, Town Attorney, and Sheila Tarnowski, Director of Legislative Affairs, by said memorandum, reported that the Town Clerk did publish a public notice regarding the Annual Comprehensive Financial Report for the year ending December 31, 2022, in compliance with General Municipal Law, Article 3, and requested that the Town Board adopt a resolution ratifying the Town Clerk's timely publication,

RESOLVED, That the Town Board hereby ratifies the action of the Town Clerk in publishing the Annual Comprehensive Financial Report for the year ending December 31, 2022, in compliance with General Municipal Law, Article 3, requiring public notification of said report and filing with the State Comptroller.

-#-

Reviewed By  
Office of Town Attorney  
Elizabeth A. Taughman

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

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

TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMORANDUM

June 30, 2023

**TO:** Memorandum Docket

**FROM:** Sheila Tarnowski, Director of Legislative Affairs

**THRU:** Frank M. Scalera, Town Attorney

**SUBJECT:** Town of Oyster Bay –  
Annual Comprehensive Financial Report  
for the year ended December 31, 2022

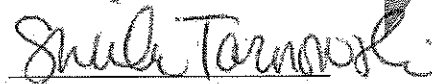
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In accordance with an amendment to Article 3 of the General Municipal Law, as amended, effective January 1, 1989, the subject report must be filed with the State Comptroller within ten (10) days after filing. It further requires the Town Clerk to publish a Notice within ten (10) days to provide for the written responses to audit findings and recommendations.

The report has been forwarded to the State Comptroller. Further the Town Clerk will publish a public notice in Newsday to meet the requirements by law.

A resolution related to the above mentioned report ratifying the action of the Town Clerk in publishing the public notice should be adopted by the Town Board at their next meeting, *nunc pro tunc* to June 30, 2023.

FRANK M. SCALERA  
TOWN ATTORNEY

  
Sheila Tarnowski  
Director of Legislative Affairs

FMS:ST

Meeting of July 18, 2023

Resolution No. 499-2023

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated May 17, 2023, authorized the Highway Department to clean up the premises located at 32 South Oakdale Avenue, Bethpage, New York 11714, also known as Section 46, Block 307, Lot 28 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 July 12, 2023, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on May 22, 2023, in the total amount of \$2,991.14, 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 July 12, 2023, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$2,991.14 may be assessed by the Legislature of the County of Nassau against the parcel known as 32 South Oakdale Avenue, Bethpage, New York 11714, also known as Section 46, Block 307, Lot 28 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

REVIEWED BY  
OFFICE OF TOWN ATTORNEY

499

## Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: July 12, 2023

SUBJECT: Property Cleanup Assessment  
32 South Oakdale Avenue, Bethpage, New York 11714  
Section 46, Block 307, Lot 28

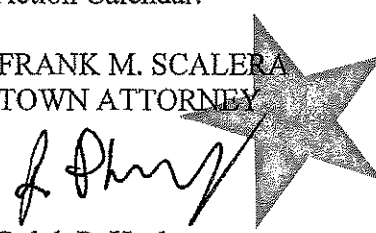
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The Department of Planning and Development, by memorandum dated May 17, 2023, directed the Highway Department to clean the premises located at 32 South Oakdale Avenue, Bethpage, New York 11714, also known as Section 46, Block 307, Lot 28 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated May 26, 2023, advised that the property was cleaned by a crew from the Highway Department on May 22, 2023. The cost incurred by the Town of Oyster Bay was \$2,991.14.

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

2023-9076

**TOWN OF OYSTER BAY**

**Inter-Departmental Memo**

May 17, 2023

**To:** RICHARD W. LENZ, PE: COMMISSIONER/DPW  
**From:** HAROLD B. MAYER, JR: COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
**Subject:** 32 S. OAKDALE AVE., BETHPAGE, NEW YORK 11714  
SBL: 46-307-28

---

Notice of Violation number V256-23511095352 was issued to the owner of the above-referenced premises on 05/11/2023 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.

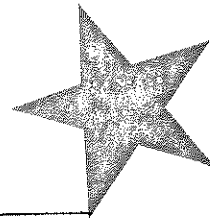
In accordance with the provisions of Chapter 135, Section 54, I am directing that:


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

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



**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. DELLAGATTI, ESQ.  
SPECIAL COUNSEL

TIMOTHY R. ZIKE  
DEPUTY COMMISSIONER

SCOTT L. BYRNE  
DEPUTY COMMISSIONER

May 17, 2023

Brian Harrigan  
32 S. Oakdale Ave.  
Bethpage, N.Y. 11714

RE: 32 S. OAKDALE AVE., BETHPAGE, NEW YORK 11714  
SECTION 46 BLOCK 307 LOT 28  
**DIRECTIVE TO MAINTAIN RESIDENTIAL PROPERTY**

Brian Harrigan,

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 V256-23511095352, dated 05/11/2023, which gave you five (5) days to clean-up the subject property. As of the date of this letter, you have not complied with the above-mentioned Directive.

According to Chapter 135 (Housing Standards), Section 54 (Compliance With Notice; Assessment of Costs) of the Code of the Town of Oyster Bay, as the Commissioner of the Department of Planning and Development, I am empowered to direct the Town to clean-up the subject property, which includes clearing of debris and 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,

  
HAROLD B. MAYER, JR.  
COMMISSIONER

ME:sf  
cc: Office of the Town Attorney

AL

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

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

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

**DATE:** MAY 31, 2023

**SUBJECT:** 32 S. OAKDALE AVENUE, BETHPAGE, NEW YORK 11714  
SECTION 46, BLOCK 307, LOT(S) 28

---

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: \$ 2,991.14

It is respectfully requested that your Office take the necessary steps in order to obtain an approval for an assessment of \$2,991.14 to be added to the subject property tax bill in order to be reimbursed for the Town's work to clean-up the subject property.

Thank you for your attention to this matter. If you have any questions, kindly contact Code Enforcement, Margie Lippolt, at extension 6190.



HAROLD B. MAYER JR.  
COMMISSIONER

ME:ml  
Encls.

2023 JUN 1 10 10 AM



THIS INDENTURE made the 29th day of September, 2020

BETWEEN SERGIO LIBERATORE and LAURA-JEAN LIBERATORE, P/A LAURA JEAN ROSE, his wife, both residing at 32 S. Oakdale Avenue, Bethpage, New York 11714

Party of the first part,

BRIAN HARRIGAN and ROBERT HARRIGAN, residing at 349 Richard Avenue 4A, Hicksville, New York 11801

Party of the second part,

WITNESSETH, that the party of the first part, in consideration of TEN DOLLARS and other 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

SEE LEGAL DESCRIPTION ATTACHED HERETO AS SCHEDULE "A"

BEING AND INTENDED TO BE the same premises conveyed to the party of the first part by deed dated December 14, 1992 and recorded in the Office of the Clerk of Nassau County on February 10, 1993 in Liber 12070 Page 187.

SECT  
46

Premises known as 32 S. Oakdale Avenue, Bethpage, New York 11714.

BLK  
307

LOT  
28

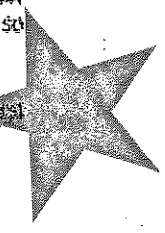

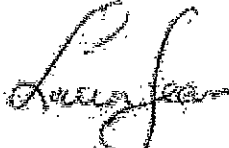
The Grantors herein are the same persons as the Grantees in deed dated December 14, 1992 and recorded on February 10, 1993 in Liber 12070 Page 187.

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:

  
  
SERGIO LIBERATORE  
  
LAURA-JEAN LIBERATORE P/A  
LAURA JEAN ROSE

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

May 26, 2023

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

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

**SUBJECT:** 32 OAKDALE 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 \$2,991.14.

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 (46-307-28) 32 OAKDALE AVE BETHPAGE 11714

Date May 22, 2023

Work Order # 104853

### Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
GARY LEWIS, II	General Maintenance	03:00	\$38.46	00:00	0	\$115.38
BRIAN KWAS	General Maintenance	03:00	\$28.85	00:00	0	\$86.55
RICHARD SANDIFORD II	General Maintenance	03:00	\$33.89	00:00	0	\$101.67
JEFFREY MOODY, JR.	General Maintenance	03:00	\$20.00	00:00	0	\$60.00
Total Labor						\$363.60

### Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU489	2022 FORD F250 YELLOW	\$79.00	03:00	\$237.00
RO026	ROLL-OFF CHASSIS 2012 INTER 7600 YW (PT942)	\$250.00	03:00	\$750.00
TD727	TRUCK DUMP 2015 FORD F350 YW (T-185) - POWER WAGON	\$105.00	03:00	\$315.00
TD752	2019 FORD F450 POWER WAGON	\$105.00	03:00	\$315.00
Total Equipment				\$1617.00

### Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Tipping Fee (per ton)	\$88.92	2.93	\$260.54
Total Materials			\$1010.54

**Grand Total \$2991.14**

### Description of Work:

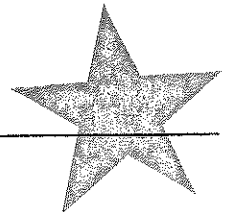
CLEAN UP 32 S. OAKDALE AVENUE BETHPAGE

Signature: Peter Brown

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: May 23, 2023



Meeting of July 18, 2023

Resolution No. 500-2023

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated May 12, 2023, authorized the Highway Department to clean up the premises located at 181 High Farms Road, Glen Head, New York 11545, also known as Section 22, Block FO1, Lot 298 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 July 12, 2023, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on May 15, 2023, in the total amount of \$1,207.67, 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 July 12, 2023, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,207.67 may be assessed by the Legislature of the County of Nassau against the parcel known as 181 High Farms Road, Glen Head, New York 11545, also known as Section 22, Block FO1, Lot 298 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

REVIEWED BY  
OFFICE OF TOWN ATTORNEY

500

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

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: July 12, 2023

SUBJECT: Property Cleanup Assessment  
181 High Farms Road, Glen Head, New York 11545  
Section 22, Block F01, Lot 298

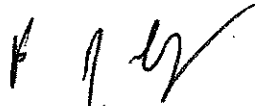
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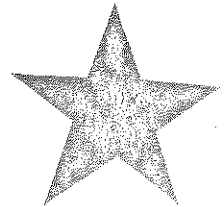
The Department of Planning and Development, by memorandum dated May 3, 2023, directed the Highway Department to clean the premises located at 181 High Farms Road, Glen Head, New York 11545, also known as Section 22, Block F01, Lot 298 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated May 19, 2023, advised that the property was cleaned by a crew from the Highway Department on May 15, 2023. The cost incurred by the Town of Oyster Bay was \$1,207.67.

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

2023-9074

**TOWN OF OYSTER BAY**

**Inter-Departmental Memo**

May 3, 2023

**To: RICHARD W. LENZ, PE: COMMISSIONER/DPW**  
**From: HAROLD B. MAYER, JR: COMMISSIONER**  
**DEPARTMENT OF PLANNING AND DEVELOPMENT**  
**Subject: 181 HIGH FARMS ROAD, GLEN HEAD, NEW YORK 11545**  
**SBL: 22-F01-298**

---

Notice of Violation number V257-23427083137 was issued to the owner of the above-referenced premises on 04/27/2023 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:

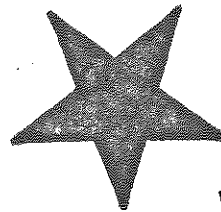
- Lawn and vegetation to be cut on the subject property.

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

18  
HBM:ME:ml  
cc: Frank Scalera, Town Attorney  
cc: Andrew Preston, Esq., BRFH&D Attorneys at Law



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

May 3, 2023

John Kempinski  
98 Eckford Street Apt. 2R  
Brooklyn, NY 11222

RE: 181 HIGH FARMS ROAD, GLEN HEAD, NEW YORK 11545  
SECTION 22 BLOCK F01 LOT 298  
**DIRECTIVE TO MAINTAIN RESIDENTIAL PROPERTY**

John Kempinski;

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 V257-23427083137, dated 04/27/2023, which gave you five (5) days to clean-up the subject property. As of the date of this letter, you have not complied with the above mentioned Directive.

According to Chapter 135 (Housing Standards), Section 54 (Compliance With Notice; Assessment of Costs) of the Code of the Town of Oyster Bay, as the Commissioner of the Department of Planning and Development, I am empowered to direct the Town to clean-up the subject property, which includes the 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:ml

cc: Office of the Town Attorney  
cc: Edward G Bailey, Esq., Bailey Law, P.C.  
485 Underhill Blvd., Ste. 308 Syosset, NY 11781  
cc: Andrew Preston, Esq., BRFH&D Attorneys at Law  
Enclosure

FL

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

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

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

**DATE:** MAY 30, 2023

**SUBJECT:** 181 HIGH FARMS ROAD, GLEN HEAD, NEW YORK 11545  
SECTION 22, BLOCK F01, LOT(S) 298

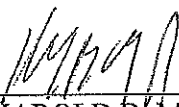
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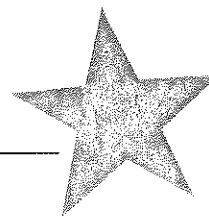
The above referenced property was cleaned-up by the Town of Oyster Bay, following the procedures of Chapter 135 (Housing Standards), Article VI (Residential Property Maintenance) of the Code of the Town of Oyster Bay. According to Chapter 135, Section 54 (Compliance with Notice; Assessment of Costs) 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: \$ 1,207.67

It is respectfully requested that your Office take the necessary steps in order to obtain an approval for an assessment of \$1,207.67 to be added to the subject property tax bill in order to be reimbursed for the Town's work to clean-up the subject property.

Thank you for your attention to this matter. If you have any questions, kindly contact Code Enforcement, Margie Lippolt, at extension 6190.

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



ME:ml  
Encls.

REC'D TOWN ATTORNEY  
20 JUN 1 11:12:15



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

May 19, 2023

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

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

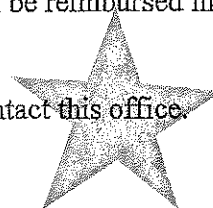
**SUBJECT:** 181 HIGH FARMS ROAD, GLEN HEAD  
CLEAN-UP

---

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 \$1,207.67.

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



A handwritten signature in dark ink, appearing to read "John C. Tassone", written over a horizontal line.

**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 (22-F01-298) 181 HIGH FARMS RD GLEN HEAD 11545

Date May 15, 2023

Work Order # 104172

### Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
SCOTT DADE	General Maintenance	01:00	\$52.88	00:00	0	\$52.88
MICHAEL CALAMIA	General Maintenance	03:00	\$30.29	00:00	0	\$90.87
IVAN ANGLIN	General Maintenance	01:00	\$27.40	00:00	0	\$27.40
LUKE F WHITTING	General Maintenance	01:00	\$24.52	00:00	0	\$24.52
Total Labor						\$195.67

### Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU455	2019 FORD F350 YW	\$79.00	01:00	\$79.00
SK014	2018 GEHL SKID STEER	\$26.00	03:00	\$78.00
TD764	2021 FORD F 450 POWER WAGON YW	\$105.00	01:00	\$105.00
Total Equipment				\$262.00

### Materials

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

**Grand Total \$1207.67**

### Description of Work:

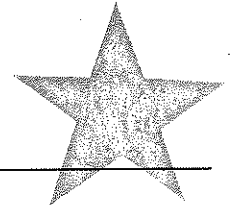
CLEAN UP 181 HIGH FARMS ROAD GLEN HEAD

Signature: Peter Brown

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: May 17, 2023



Meeting of July 18, 2023

Resolution No. 501-2023

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated May 3, 2023, authorized the Highway Department to clean up the premises located at 10 High Farms Road, Glen Head, New York 11545, also known as Section 22, Block C, Lot 212 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 July 12, 2023, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on May 11, 2023, in the total amount of \$1,026.40, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, as set forth in their memorandum dated July 12, 2023, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,026.40 may be assessed by the Legislature of the County of Nassau against the parcel known as 10 High Farms Road, Glen Head, New York 11545, also known as Section 22, Block C, Lot 212 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

REVIEWED BY  
OFFICE OF TOWN ATTORNEY

50

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

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: July 12, 2023

SUBJECT: Property Cleanup Assessment  
10 High Farms Road, Glen Head, New York 11545  
Section 22, Block C, Lot 212

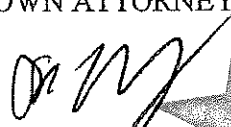
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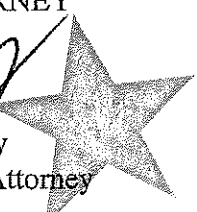
The Department of Planning and Development, by memorandum dated May 3, 2023, directed the Highway Department to clean the premises located at 10 High Farms Road, Glen Head, New York 11545, also known as Section 22, Block C, Lot 212 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated May 17, 2023, advised that the property was cleaned by a crew from the Highway Department on May 11, 2023. The cost incurred by the Town of Oyster Bay was \$1,026.40.

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

Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA  
TOWN ATTORNEY

  
Ralph P. Healey  
Deputy Town Attorney



RPH:aml  
Attachments

2023-9080

**TOWN OF OYSTER BAY**

**Inter-Departmental Memo**

May 3, 2023

**To:** RICHARD W. LENZ, PE: COMMISSIONER/DPW  
**From:** HAROLD B. MAYER, JR: COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
**Subject:** 10 HIGH FARMS ROAD, GLEN HEAD, NEW YORK 11545  
SBL: 22-C-212

---

Notice of Violation number 09006 was issued to the owner of the above-referenced premises on 04/26/2023 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.

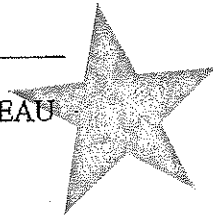
In accordance with the provisions of Chapter 135, Section 54, I am directing that:

- 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



18  
HBM:ME:ml  
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](http://www.oysterbaytown.com)

HAROLD B. MAYER, JR.  
COMMISSIONER

ANGELO A. DELLIGATTI, ESQ.  
SPECIAL COUNSEL

TIMOTHY R. ZIKE  
DEPUTY COMMISSIONER

SCOTT L. BYRNE  
DEPUTY COMMISSIONER

May 3, 2023

Estate of Frances Parris, C/O Paul Beeber Esq.  
99 N. Broadway  
Hicksville, NY 11801

RE: 10 HIGH FARMS ROAD, GLEN HEAD, NEW YORK 11545  
SECTION 22 BLOCK C LOT 212

**DIRECTIVE TO MAINTAIN RESIDENTIAL PROPERTY**

Estate of Francis Parris;

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 09006, dated 04/26/2023, which gave you five (5) days to clean-up the subject property. As of the date of this letter, you have not complied with the above mentioned Directive.

According to Chapter 135 (Housing Standards), Section 54 (Compliance With Notice; Assessment of Costs) of the Code of the Town of Oyster Bay, as the Commissioner of the Department of Planning and Development, I am empowered to direct the Town to clean-up the subject property, which includes the 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:ml

cc: Office of the Town Attorney  
cc: 10 High Farms Rd., Glen Head, NY 11545

AL

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

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

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

**DATE:** MAY 30, 2023

**SUBJECT:** 10 HIGH FARMS ROAD, GLEN HEAD, NEW YORK 11545  
SECTION 22, BLOCK C, LOT(S) 212

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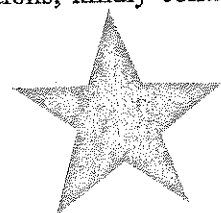
The above referenced property was cleaned-up by the Town of Oyster Bay, following the procedures of Chapter 135 (Housing Standards), Article VI (Residential Property Maintenance) of the Code of the Town of Oyster Bay. According to Chapter 135, Section 54 (Compliance with Notice; Assessment of Costs) 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: \$ 1,026.40

It is respectfully requested that your Office take the necessary steps in order to obtain an approval for an assessment of \$1,026.40 to be added to the subject property tax bill in order to be reimbursed for the Town's work to clean-up the subject property.

Thank you for your attention to this matter. If you have any questions, kindly contact Code Enforcement, Margie Lippolt, at extension 6190.

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



ME:ml  
Encls.

RECEIVED  
JUN 1 2023

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

May 17, 2023

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

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

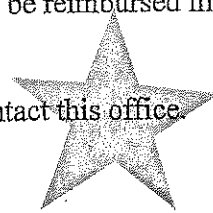
**SUBJECT:** 10 HIGH FARMS ROAD, GLEN HEAD  
CLEAN-UP

---

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 \$1,026.40.

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 (22-C-212) 10 HIGH FARMS RD

Date May 11, 2023

Work Order # 104171

### Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
SCOTT DADE	General Maintenance	01:00	\$52.88	00:00	0	\$52.88
JACOB T JOHNSON	General Maintenance	01:00	\$15.00	00:00	0	\$15.00
LUKE F WHITTING	General Maintenance	01:00	\$24.52	00:00	0	\$24.52
Total Labor						\$92.40

### Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU455	2019 FORD F350 YW	\$79.00	01:00	\$79.00
TD764	2021 FORD F 450 POWER WAGON YW	\$105.00	01:00	\$105.00
Total Equipment				\$184.00

### Materials

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

**Grand Total \$1026.40**

### Description of Work:

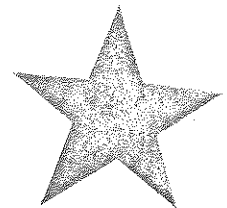
CLEAN UP 10 HIGH FARMS ROAD GLEN HEAD

Signature: 

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: May 15, 2023



Meeting of July 18, 2023

Resolution No. 502-2023

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated May 11, 2023, authorized the Highway Department to clean up the premises located at 52 Kuhl Avenue, Hicksville, New York 11801, also known as Section 11, Block 272, Lots 11 and 12 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 July 12, 2023, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on May 18, 2023, in the total amount of \$1,256.71, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, as set forth in their memorandum dated July 12, 2023, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,256.71 may be assessed by the Legislature of the County of Nassau against the parcel known as 52 Kuhl Avenue, Hicksville, New York 11801, also known as Section 11, Block 272, Lots 11 and 12 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

REVIEWED BY  
OFFICE OF TOWN ATTORNEY  
M19

502

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

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: July 12, 2023

SUBJECT: Property Cleanup Assessment  
52 Kuhl Avenue, Hicksville, New York 11801  
Section 11, Block 272, Lots 11 and 12

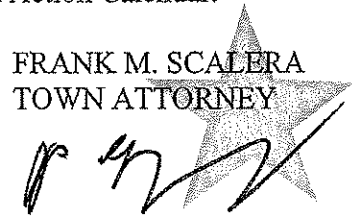
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The Department of Planning and Development, by memorandum dated May 11, 2023, directed the Highway Department to clean the premises located at 52 Kuhl Avenue, Hicksville, New York 11801, also known as Section 11, Block 272, Lots 11 and 12 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated May 23, 2023, advised that the property was cleaned by a crew from the Highway Department on May 18, 2023. The cost incurred by the Town of Oyster Bay was \$1,256.71.

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

Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA  
TOWN ATTORNEY



Ralph P. Healey  
Deputy Town Attorney

RPH:aml  
Attachments

2023-9073

**TOWN OF OYSTER BAY**

**Inter-Departmental Memo**

May 11, 2023

**To: RICHARD W. LENZ, PE: COMMISSIONER/DPW**

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

**Subject: 52 KUHL AVE., HICKSVILLE, NEW YORK 11801**  
**SBL: 11-272-11**

Notice of Violation number 09801 was issued to the owner of the above-referenced premises on 05/02/2023 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.

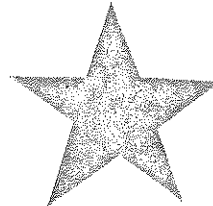
In accordance with the provisions of Chapter 135, Section 54, I am directing that:

- 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



**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

May 11, 2023

Emma Mangano Trust  
52 Kuhl Ave.  
Hicksville, New York 11801

RE: 52 KUHL AVE., HICKSVILLE, NEW YORK 11801  
SECTION 11 BLOCK 272 LOT 11  
**DIRECTIVE TO MAINTAIN RESIDENTIAL PROPERTY**

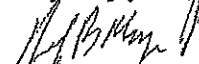
Emma Mangano Estate:

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 09801, dated 05/02/2023, which gave you five (5) days to clean-up the subject property. As of the date of this letter, you have not complied with the above-mentioned Directive.

According to Chapter 135 (Housing Standards), Section 54 (Compliance With Notice; Assessment of Costs) of the Code of the Town of Oyster Bay, as the Commissioner of the Department of Planning and Development, I am empowered to direct the Town to clean-up the subject property, which includes the 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,

  
HAROLD B. MAYER, JR.  
COMMISSIONER

ME:sf  
Enclosure

AL

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

**TO:** FRANK M. SCALERA, TOWN ATTORNEY  
**FROM:** HAROLD B. MAYER JR., COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
**DATE:** May 30, 2023  
**SUBJECT:** 52 KUHL AVENUE, HICKSVILLE, NEW YORK 11801  
SECTION 11, BLOCK 272, LOT(S) 11

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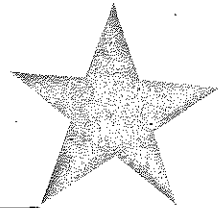
The above referenced property was cleaned-up by the Town of Oyster Bay, following the procedures of Chapter 135 (Housing Standards), Article VI (Residential Property Maintenance) of the Code of the Town of Oyster Bay. According to Chapter 135, Section 54 (Compliance with Notice; Assessment of Costs) 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: \$ 1,256.71

It is respectfully requested that your Office take the necessary steps in order to obtain an approval for an assessment of \$1,256.71 to be added to the subject property tax bill in order to be reimbursed for the Town's work to clean-up the subject property.

Thank you for your attention to this matter. If you have any questions, kindly contact Code Enforcement, Margie Lippolt, at extension 6190.

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



ME:ml  
Encls.

RECEIVED  
TOWN OF OYSTER BAY  
JUN 1 2023

# COVENANT AGAINST GRANTOR DEED

THIS INDENTURE made the 31<sup>st</sup> day of March, Two Thousand One.

BETWEEN EMMA MANGANO, residing at 20-30 196<sup>th</sup> Street, Whitestone, New York 11366, party of the first part and

EMMA MANGANO, residing at 20-30 196<sup>th</sup> Street, Whitestone, New York 11366 and JOANNE M. SACCO, residing at 52 Kuhl Ave, Hicksville, New York 11801 as Trustees of the EMMA MANGANO TRUST a/a February 10, 2001 or their successors, parties of the second part,

WITNESSETH, that the party of the first part, in consideration of ONE DOLLAR (\$1.00) lawful money of the United States, and other good and valuable consideration, paid by the parties of the second part, does hereby grant and release unto the parties of the second part, their heirs, successors and assigns forever,

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Oyster Bay, County of Nassau and State of New York, being more particularly bounded and described on SCHEDULE A annexed hereto and made part hereof.

Being the same premises conveyed by deed to the party of the first part and her husband, Salvatore J. Magnano, by deed of Carl F. Sacco and Joanne Sacco recorded in the Office of the Nassau County Clerk in Liber 10205 of Deeds at page 647A. Salvatore J. Magnano died on February 25, 1996.

The MANGANO TRUST is a revocable Grantor type trust and the party of the first part is the sole beneficiary thereof.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises and SUBJECT TO a mortgage held by PNC Mortgage or its successors or assigns.

TO HAVE AND TO HOLD the premises herein granted unto the parties the second part, their successors and assigns forever.

AND the party of the first part covenant that she has not done or suffered anything whereby the said premises have been encumbered in any way whatever.

IN WITNESS WHEREOF, the party of the first part has hereunto set her hand and seal the day and year first above written.

IN PRESENCE OF

  
EMMA MANGANO

LEGISLATIVE  
FOR: KATHLM

Lot: 0011

Block: 272

Section: 11

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

May 23, 2023

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

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

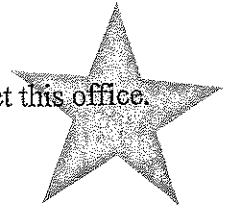
**SUBJECT:** 52 KUHLE AVENUE, HICKSVILLE  
CLEAN-UP

---

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 \$1,256.71.

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



A handwritten signature in cursive script, appearing to read "J.C.T.", written over a horizontal line.

**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 (11-272-11) 52 KUHL AVE HICKSVILLE 11801

Date May 18, 2023

Work Order # 104587

## Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
ANDREW HOUGHTON	General Maintenance	01:00	\$31.73	00:00	0	\$31.73
VINCENT PADAVANO	General Maintenance	01:00	\$54.33	00:00	0	\$54.33
PETER K SELL	General Maintenance	01:00	\$28.13	00:00	0	\$28.13
JOHN MURRAY	General Maintenance	01:00	\$24.52	00:00	0	\$24.52
Total Labor						\$138.71

## Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU472	2020 FORD F250 PICK UP YELLOW	\$79.00	01:00	\$79.00
TD654	PICK-UP TRUCK 2009 FORD F-250 YW (14 / 014)	\$79.00	01:00	\$79.00
TD704	TRUCK DUMP 2011 FORD F350 YELLO (T145 / T-145) - Power Wagons	\$105.00	01:00	\$105.00
TR202	TRAILER 2015 FELLI FT6T BL	\$105.00	01:00	\$105.00
Total Equipment				\$368.00

## Materials

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

**Grand Total \$1256.71**

## Description of Work:

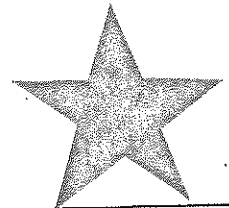
CLEAN UP 52 KUHL AVENUE HICKSVILLE

Signature: Peter Brown

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: May 19, 2023



Meeting of July 18, 2023

Resolution No. 503-2023

*WR*  
Reviewed By  
Office of Town Attorney  
*America Wolfe*

RESOLVED, That a public hearing will be held in the Hearing Room, Town Hall North, 54 Audrey Avenue, Oyster Bay, New York on the 15<sup>th</sup> day of August, 2023, at 10:00 o'clock, a.m. prevailing time on that day, or as soon thereafter as practicable, to consider the application of 5002 FARMINGDALE OWNER LLC, fee owner, and 5002 FOOD CORP., lessee, for granting of a Special Use Permit to for the operation and maintenance of a fast-food restaurant with outdoor patio and 145 square foot walk-in cooler addition in an existing 1,591 square foot free standing building, and associated site improvements, at premises located in a Neighborhood Business ("NB") zone, at 5002 Hempstead Turnpike, Farmingdale, Town of Oyster Bay, County of Nassau, State of New York and described as Section 49, Block 178, Lot 64, on the Land and Tax Map of Nassau County; and be it further

RESOLVED, That the Town Clerk shall publish notice of such hearing in

newspapers of general circulation within the Town of Oyster Bay.

-#-

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

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

Town of Oyster Bay  
Inter-Departmental Memo

503

**TO** : MEMORANDUM DOCKET

**FROM** : OFFICE OF THE TOWN ATTORNEY

**DATE** : June 29, 2023

**SUBJECT:** 5002 FARMINGDALE OWNER LLC, fee owner,  
5002 FOOD CORP, lessee  
Special Use Permit  
Premises: 5002 Hempstead Turnpike, Farmingdale, New York  
Section 49, Block 178, Lot 64

---

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 August 15, 2023 at 10:00 a.m., 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 placed on the action calendar for the July 18, 2023 Town Board meeting.

FRANK M. SCALERA  
TOWN ATTORNEY

*Thomas M. Sabellico*

Thomas M. Sabellico  
Special Counsel



TMS:nb  
Enclosure

Reviewed By  
Office of Town Attorney  
*Thomas M. Miller*

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, August 15, 2023, at 10:00 a.m., prevailing time, or as soon thereafter as may be practicable, in the Hearing Room, Town Hall North, East Building, 54 Audrey Avenue, Oyster Bay, New York, for the purpose of considering an application from 5002 FARMINGDALE OWNER LLC, fee owner, and 5002 FOOD CORP., lessee, for granting of a Special Use Permit to for the operation and maintenance of a fast-food restaurant with outdoor patio and 145 square foot walk-in cooler addition in an existing 1,591 square foot free standing building, and associated site improvements, at premises located in a Neighborhood Business ("NB") zone, at 5002 Hempstead Turnpike, Farmingdale, Town of Oyster Bay, County of Nassau, State of New York and described as Section 49, Block 178, Lot 64, on the Land and Tax Map of Nassau County.

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: July 18, 2023, Oyster Bay, New York.

Meeting of July 18, 2023

Resolution No. 504-2023

Reviewed By  
Office of Town Attorney  
*Domenica Wolfe*

WHEREAS, Hicksville Road LLC, a New York limited liability company, having a principal place of business at 556 Central Avenue, Bethpage, New York 11714, has requested access of Town property to maintain and utilize signage for its business at 975 Hicksville Road, Massapequa, N.Y 11758 pursuant to a License Agreement for the period of August 1, 2023 through and including July 31, 2033; and

WHEREAS, the Department of Public Works, Highway Division, has no objection to the request, and has requested that the Office of the Town Attorney prepare a License Agreement with Hicksville Road LLC; and

WHEREAS, the use and occupancy of said premises by Hicksville Road LLC would inure to the benefit of the Town by generating income and provide maintenance and security the Town would otherwise have to supply; and

WHEREAS, the proposed use of the premises and the terms of this License Agreement are consistent with other current license agreements in connection with Town owned property; and

WHEREAS, Frank M. Scalera, Town Attorney and Domenica Wolfe, Deputy Town Attorney, by memorandum dated July 3, 2023 request and recommend that the Town Supervisor, and/or his designee, be authorized and directed to execute enter into a License Agreement with Hicksville Road LLC for the use of a portion of land adjacent to 975 Hicksville Road, Massapequa, N.Y 11758 for access and maintenance for their business sign for the period of August 1, 2023 through and including July 31, 2033 at a License fee of \$1,500.00 per year,

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation hereabove set forth are hereby approved, and the Town Supervisor, and/or his designee, is hereby authorized and directed to enter into a License Agreement with Hicksville Road LLC for the use of a portion of land adjacent to 975 Hicksville Road, Massapequa, N.Y. 11758 for the maintenance and access for their business sign, for the period of August 1, 2023 through and including July 31, 2033, at a License fee of \$1,500.00 per year.

-#-

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

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

Town of Oyster Bay  
Inter-Departmental Memo

**TO** : Memorandum Docket

**FROM** : Office of the Town Attorney

**DATE** : July 3, 2023

**SUBJECT:** License Agreement for the Use of a portion of a marginal road property adjacent to 975 Hicksville Road, Massapequa, New York 11758.

---

The Town Attorney's office recommends that the Town provide a License Agreement to Hicksville Road LLC, a New York limited liability company, having a principal office of business at 556 Central Avenue, Bethpage, N.Y. 11714. The Agreement will allow Hicksville Road, LLC to use of a portion of a marginal road for access and maintenance of a sign for its business on a portion of Town land adjacent to their business from August 1, 2023 through and including July 31, 2033, at a license fee in the amount of \$1,500.00 per year. Said parcel is not being utilized by the Town at this time. This Office has prepared the License Agreement, and hereby requests and recommends that the Town Supervisor and/or his designee be authorized and directed to execute such agreement.

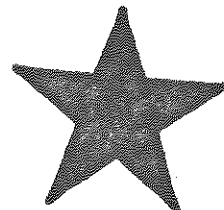
Kindly place this matter on the July 18, 2023 Town Board action calendar.

FRANK M. SCALERA  
TOWN ATTORNEY

*Domenica Wolfe*

Domenica Wolfe  
Deputy Town Attorney

DRW:drw  
Attachment  
Town Attorney



## LICENSE AGREEMENT FOR REAL PROPERTY

**THIS AGREEMENT MADE** as of the \_\_\_\_ day of July 2023, by and between the TOWN OF OYSTER BAY, a municipal corporation, having its principal office at 54 Audrey Avenue, Oyster Bay, New York 11771 (hereinafter the "Town") and HICKSVILLE ROAD LLC., a New York limited liability company, having a principal place of business at 556 Central Avenue, Bethpage, N.Y. 11714 (hereinafter the "Licensee").

**WHEREAS**, Licensee requires access through a Town of Oyster Bay Marginal Road located directly in front of Licensees premises at 975 Hicksville Road, Massapequa, N.Y. 11758, designated on the Nassau County Tax Map as Section 52 Block A Lot 253, in order to better maintain current and future signage for the business located at 975 Hicksville Road, Massapequa, New York 11758 more specifically identified and designated as the cross-hatched area on Schedule A, annexed hereto and made a part hereof (hereinafter the "Premises"); and

**WHEREAS**, the Town desires to issue a license to Licensee for the use and occupancy of the Premises, and the parties desire to set forth their respective rights and obligations with respect to such license.

**NOW, THEREFORE**, for the purpose set forth above and in consideration of the promises and mutual covenants contained in this Agreement, it is hereby agreed as follows:

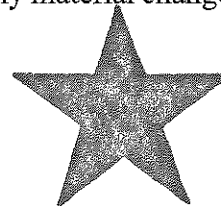
1. License: For and in consideration of its desire to assist Licensee in fulfilling its need and desire for better access to its business signage, the Town has provided this License Agreement to allow Licensee to use the Premises.

This Agreement shall constitute a temporary license that may not be expanded or extended without the written consent of the Town, and the granting of access conferred by this Agreement shall not be construed as any form of tenancy interest or ownership interest in the Premises or other type of interest.

2. Term: The term of the License Agreement shall commence on August 1, 2023 and shall continue until July 31, 2033 unless extended.

3. License Fee: In consideration for the Town's grant of access to the Premises, Licensee shall compensate the Town in the fee of FIFTEEN HUNDRED and 00/100 (\$1,500) DOLLARS, PER YEAR for the period ("License Fee"). Licensee may extend this Agreement on a month to month basis at the Town's discretion.

4. Use of Premises: Licensee represents that it shall use the Premises for better access to its signage. Licensee shall obtain written consent from the Town for any material change in the use of the Premises not in accordance with said use provided.



5. Insurance Requirements: Licensee shall maintain, at their sole cost and expense, the following insurance coverage: (a) worker's compensation insurance, as required by law, to cover employees engaged in any activities conducted pursuant this Agreement; (b) automobile insurance with a combined single limit of not less than \$1,000,000; and (c) comprehensive commercial liability insurance with a general aggregate limit of not less than \$2,000,000 and a per occurrence limit of not less than \$1,000,000. The Town and any participating consultants shall be named as an additional insured on the policies issued pursuant to (a), (b), and (c) above, and Licensee shall furnish the Town with certificates of insurance and policy endorsements prior to entry onto the Premises.

6. Compliance with Laws and Ordinances: Licensee expressly acknowledges that by entering into this Agreement, it shall comply with all federal, state and local laws, ordinances, rules, and regulations in connection with the use of the Premises.

7. Return of Premises. Licensee shall not erect, nor cause to be erected, any structure(s) on the Premises. Upon the expiration of the term of this Agreement or upon its termination, Licensee shall restore the Premises to the condition in which Licensee received the Premises, reasonable wear and tear excepted.

8. Condition Precedent. The obligations of the parties to this Agreement are subject to:

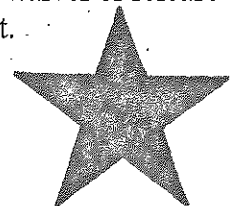
A. The Town having received the following documents from the Licensee:

- i. A completed Disclosure Affidavit;
- ii. Proof of insurance as required by this Agreement; and
- iii. Payment of the License Fee of 1,500.00; and

B. Approval of this License Agreement by adoption of a Town Board Resolution.

9. Indemnification and Hold Harmless: Licensee shall indemnify and hold the Town and/or its agents, employees, tenants, invitees, contractors and/or consultants harmless from any and all losses, costs, damages, liens, claims, actions, liabilities, and expenses (including, but not limited to, reasonable attorneys' fees, court costs and disbursements), resulting from personal injury or property damage of whatsoever kind whether direct or indirectly caused by the negligent acts or omissions or malfeasance of Licensee or any of its agents, assigns, and/or employees arising from or by reason of use of the Premises pursuant to this Agreement. Licensee's obligation to indemnify and hold the Town harmless shall not apply to the extent the above-described losses, costs, damages, liens, claims, actions, liabilities, and expenses result from the negligence or malfeasance of the Town and/or its agents, employees, contractors, consultants, tenants, invitees or licensees.

This indemnification shall survive the expiration and/or termination of this Agreement. This Paragraph is not intended to be, nor shall it be interpreted as, a waiver or release by either party for any claim or potential claim arising outside of this Agreement.





10. Notices: All notices desired or required to be given hereunder, shall be given in writing by certified mail, return receipt requested, or by Federal Express, or other overnight courier service to the respective addresses shown below or such other address as the parties may later specify for that purpose by notice to the other party. All such notices shall be deemed given effective upon receipt.

If to Licensee:

Hicksville Road LLC  
556 Central Avenue,  
Bethpage, N.Y. 11714

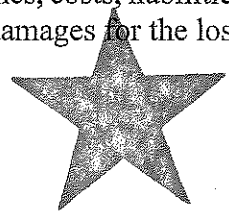
If to the TOWN:

Richard W. Lenz, P.E.  
Commissioner, Department of Public Works/Highways  
54 Audrey Avenue  
Oyster Bay, New York 11771

With a copy to:

Frank M. Scalera, Town Attorney  
54 Audrey Avenue  
Oyster Bay, N.Y. 11771

11. Hazardous Materials. Licensee shall not cause or permit any Hazardous Material (as hereinafter defined) to be brought upon, kept or used in or about the Premises by Licensee, its agents, employees, contractors or invitees, without the prior written consent of Town, which consent may be granted or withheld in Town's sole discretion. For the purpose of this Agreement, "Hazardous Material" shall include oil, flammable explosives, asbestos, urea formaldehyde, radioactive materials or waste, or other hazardous, toxic, contaminated or polluting materials, substances or wastes, including, without limitation, any "hazardous substances," "hazardous wastes," or "toxic substances" as such terms are defined in the Resource conservation and Recovery Act and the Comprehensive Environmental Response, Compensation and Liability Act, and in any other law, ordinance, rule, regulation or order promulgated by the federal or state government, or any other governmental entity having jurisdiction over the Premises or the parties to this Agreement. If Licensee breaches the obligations set forth in this paragraph, or if the presence of Hazardous Material in the Premises caused or permitted by Licensee (whether or not Town has given it consent to the presence of such Hazardous Material in the Premises) results in contamination of the Premises, or if contamination of the Premises by Hazardous Material otherwise occurs for which Licensee is legally liable, then Licensee shall indemnify, defend and hold Town harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses, including, without limitation, diminution in value of the Premises, damages for the loss



or restriction of use of the Premises, sums paid in settlement of claims, and any attorney's fees, consultants fees and expert fees which arise during or after the term of the Agreement as a result of such contamination. This indemnification of Town by Licensee shall survive expiration or termination of this Agreement and includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in, on or under the Premises. Without limiting the foregoing, if the presence of any Hazardous Material caused or permitted by Licensee or its agents, employees, contractors or invitees, results in any contamination of the Premises, Licensee shall promptly take all action, at its sole expense, as are necessary to return the Premises to the condition existing prior to the introduction of any such Hazardous Material; provided that Town's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such action would not potentially have any material adverse long-term or short-term effect on the Premises. Licensee shall promptly give Town notice of any such contamination, pursuant to the notice requirements of this Agreement.

12. Merger and Mutual Drafting: This Agreement is the complete and exclusive Agreement between the parties, notwithstanding any representations or statements to the contrary heretofore made. The parties acknowledge the mutual drafting of this Agreement, and any matters of interpretation hereof shall not be construed against any party

13. Modification: Any modifications to this Agreement shall be in writing, executed by authorized representatives of the Town and Licensee, and shall specifically state that it is such a modification. This provision cannot be waived orally.

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

IN WITNESS WHEREOF, the parties hereto set their hands and seal in connection with this Agreement on the date herein.

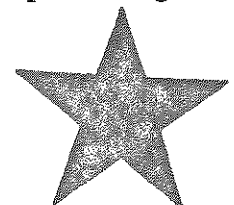
TOWN OF OYSTER BAY

HICKSVILLE ROAD LLC

\_\_\_\_\_  
By:  
Title: Town Supervisor/Designee

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

*License Agreement between the Town of Oyster Bay and Hicksville Road LLC for use of a portion of a marginal road property adjacent to 975 Hicksville Rd., Massapequa, for the period August 1, 2023 – July 31, 2033*



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

On the \_\_\_\_\_ day of \_\_\_\_\_, 2023 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.

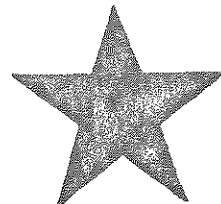
\_\_\_\_\_  
Notary Public

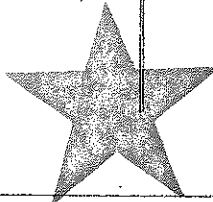
STATE OF NEW YORK                    )  
COUNTY OF NASSAU                ) SS.:

On the \_\_\_\_\_ day of \_\_\_\_\_, 2023 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

*License Agreement between the Town of Oyster Bay and Hicksville Road LLC for use of a portion of a marginal road property adjacent to 975 Hicksville Rd., Massapequa, for the period August 1, 2023 – July 31, 2033*





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

WHEREAS, Timothy Kirkwood, Facilities Director, Parish of the Holy Family Roman Catholic Church, 17 Fordham Avenue, Hicksville, New York 11801, by letter dated June 26, 2023, requested the use of thirty (30) complete traffic barricades for the Church's annual "Holy Family Festival" to be held from Wednesday, August 9, 2023 through Saturday, August 12, 2023, with said barricades to be delivered to the Church on the morning of Tuesday, August 8, 2023, and collected from the Church on the morning of Monday, August 14, 2023 and;

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated June 29, 2023, advised that the abovementioned equipment will not be required for use by the Town during said period, and that the Department has no objection to providing the Parish of the Holy Family Roman Catholic Church with the use of thirty (30) complete traffic barricades, for the Church's annual "Holy Family Festival", to be held from Wednesday, August 9, 2023 through Saturday, August 12, 2023, with said barricades to be delivered to the Church on the morning of Tuesday, August 8, 2023, and collected from the Church on the morning of Monday, August 14, 2023 and;

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

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of Public Works is hereby authorized to provide the Parish of the Holy Family Roman Catholic Church with the use of thirty (30) complete traffic barricades, for the Church's annual "Holy Family Festival", to be held from Wednesday, August 9, 2023 through Saturday, August 13, 2023, with said barricades to be delivered to the Church on the morning of Tuesday, August 8, 2023, and collected from the Church on the morning of Monday, August 14, 2023, subject to the following conditions:

1. The use of all Town property and equipment shall be in conformance with the direction of the Commissioner 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; 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 \$1,000,000.00 per occurrence, with a general aggregate of \$2,000,000.00, and naming the Town of Oyster Bay as an additional insured, in connection with the afore-described activity.

-#-

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

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

505

## TOWN OF OYSTER BAY

## Inter-Departmental Memo

June 29, 2023

**TO:** MEMORANDUM DOCKET

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

**SUBJECT:** PARISH OF THE HOLY FAMILY ANNUAL FESTIVAL  
AUGUST 9<sup>TH</sup> – 12<sup>TH</sup> 2023


---

Enclosed please find a copy of the letter from Tim Kirkwood, Facilities Director, requesting our assistance on behalf of the Parish of the Holy Family Church in Hicksville in conducting their annual festival on August 9<sup>th</sup> through August 12<sup>th</sup>, 2023.

The Highway Division can readily supply thirty (30) complete barricades for the event. The parish is requesting to have the barricades from Tuesday, August 8<sup>th</sup> 2023 through Monday, August 14<sup>th</sup> 2023.

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



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

JCT/kaz  
Attachments

C: John C. Tassone, Chief Deputy Commissioner  
Peter Brown, General Foreman 002  
Grace Santa Maria, Highway Administration  
Cathy McWilliams, Department of Parks  
Justin McCaffrey, Commissioner, Public Safety Department



Sign Bureau  
Public Parking  
Town of Oyster Bay  
Attn: Kimberly Zervos

26 June 2023

Kimberly,

My Name is Tim Kirkwood, I am the Facilities Director at Holy Family Parish, in Hicksville New York. I have been asked to help with the organization of our festival. This year, our festival will run Wednesday, August 09, 2023 through Saturday, August 12, 2023. On behalf of Holy Family Church, I would like to request 10 yellow recycling pails and 30 horses for use during our festival. If possible, we would like them dropped off on Tuesday morning, August 08, 2022, and they would be available for pick up on Monday morning, August 14, 2022.

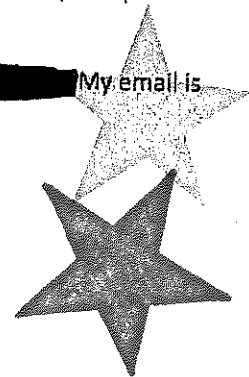
My work telephone number is [REDACTED], my cell number [REDACTED] My email is [REDACTED]

I thank you in advance for your assistance with this.

Sincerely

A handwritten signature in black ink, appearing to read "Tim Kirkwood".

Tim Kirkwood  
Facilities Director  
Holy Family Church  
17 Fordham Avenue  
Hicksville, New York, 11801





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/18/2022

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

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

PRODUCER  
Ecclesia Assurance Company c/o Porter & Curtis  
225 State Road  
Media, PA 19063

CONTACT NAME: Kristin O'Neill  
PHONE (A/C No. Ext): 4844457173 FAX (A/C No.):  
E-MAIL: konell@portercurtis.com  
ADDRESS:

INSURED  
HOLY FAMILY CHURCH  
5 FORDHAM AVENUE  
Hicksville, NY 11801

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	ECCLESIA ASSURANCE COMPANY	11952
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

## COVERAGES

CERTIFICATE NUMBER: C000222817

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (REQ) (W/O)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		GL-2022-1	11/01/2022	11/01/2023	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included
						MED EXP (Any one person) \$ Not Covered
						PERSONAL & ADV INJURY \$ Included
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ None Applicable
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ None Applicable
	OTHER:					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				\$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N	N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

The limits include applicable retentions. The certificate holder is included as an Additional Insured, if required by written contract, with respects to the Equipment Permit being used for the Parish Festival.

## CERTIFICATE HOLDER

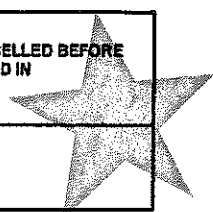
Town of Oyster Bay  
977 Hicksville Road  
Massapequa, NY 11758

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

*Edwin A. Gumbel*





Endorsement Number: 10  
Policy Number: GL-2022-1 Date Effective: 11/1/2022

**ADDITIONAL INSURED ENDORSEMENT**

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

**SCHEDULE**

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

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

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

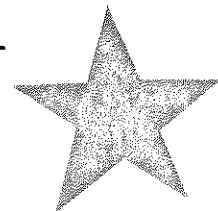
All other terms and conditions remain unchanged.

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

ECCLESIA ASSURANCE COMPANY

  
Authorized Representative's Signature

10/19/2022  
Date



Reviewed By  
Office of Town Attorney



Harmless Agreement for Use of Town Property and/or Equipment

This Agreement is made this 22 day of June, 2023, by Holy Family Parish (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 AUGUST 7, 2023 through AUGUST 16, 2023.

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

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

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

Name of Organization:

HOLY FAMILY PARISH

Address of Organization:

17 FORDHAM AVENUE

HICKSVILLE, N.Y., 11801

By: [Signature]  
Authorized Representative

Title: Pastor

Telephone Number: 1-516-938-3846

Reviewed By  
Office Town Attorney

[Signature]



Joseph G. Pinto  
Commissioner

Town of Oyster Bay  
Department of Parks  
977 Hicksville Road  
Massapequa, NY 11758  
(516) 797-4128 fax: (516) 797-4145  
[www.oysterbaytown.com](http://www.oysterbaytown.com)

Gregory J. Skupinsky  
Deputy Commissioner

Gregory M. Mangino  
Deputy Commissioner

DATE: March 14, 2023

Holy Family Parish  
17 Fordham Avenue  
Hicksville, N.Y. 11801

**SHOWMOBILE PERMIT & FOUR (4) PORTABLE LIGHTS**

The request for your Showmobile has been approved as follows:

EVENT : Holy Family Parish Festival

TIME : 6pm-10pm on 8/9 & 8/10 6pm-11pm on 8/11 & 8/12/2023

EVENT DATE : August 9<sup>th</sup>, 10<sup>th</sup>, 11<sup>th</sup> & 12<sup>th</sup> 2023

LOCATION : Holy Family Parish Parking Lot

ARRIVAL TIME : 8:00 am on August 8, 2023

DEPARTURE TIME: 8:00 am on August 14, 2023

SPECIAL NOTES: Contact Person: Tim Kirkwood @ [REDACTED]  
\*\* SHOWMOBILE MUST BE HANDICAPPED ACCESSIBLE \*\*

A member of your staff must be on site at the arrival time of the Showmobile to assist in the placement and setup.

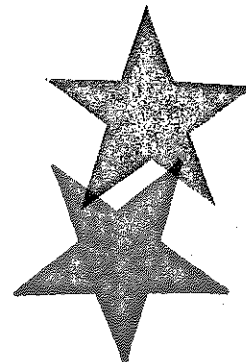
- Bands are not permitted to use the sound equipment on the Showmobile.
  - No banners, signs or any other items may be attached to the Showmobile.
- Please call Rob Schiff at 516-852-1263 with questions about delivery.

Please contact the undersigned if you have any questions concerning this permit.

Best wishes for a most successful event.

Sincerely,

Joseph G. Pinto  
COMMISSIONER



**DATE:** 6/27/2023

**TO:** HIGHWAY OPERATIONS

**SUBJECT:** Parish of the Holy Family Annual Festival

**PLEASE DELIVER TO:**

Holy Family  
17 Fordham Avenue  
Hicksville

**CONTACT:** Tim Kirkwood  
516-263-6511

**DATE OF EVENT:** 8/9/23-8/12/23

**OTHER:**

**BARRICADES:** 30

**CONES:**

**SORT PAILS:**

**PORTABLE LIGHTS:**

**GENERATOR:**

**PACKER:**

**DELIVER ON:** 8/8/23


**PICKUP ON:** 8/14/23

**SWEEPING BEFORE AFFAIR IS NEEDED:**

	XX
YES	NO

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

JPB/kaz

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



CC: Peter Brown, General Foreman 002  
Vinny Padavano, Area Foreman 010  
Public Safety Division  
Dan Kornfeld

WHEREAS, pursuant to public notice, bids were duly solicited, and were regularly received on June 28, 2023 for Contract No. DP23-249, Haypath Park Synthetic Turf Field Installation Located in Old Bethpage, New York, and said bids were publicly opened and read; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated June 30, 2023, advised that in compliance with the Town's Procurement Policy, the bid proposals received for Contract No. DP23-249 were reviewed by LiRo Engineers, Inc.; and

WHEREAS, LiRo Engineers, Inc., by letter dated June 29, 2023, recommended the award of Contract No. DP23-249 to The LandTek Group, Inc., 105 Sweeneydale Avenue, Bay Shore, New York 11706, the lowest responsive and responsible bidder among three (3) bids received, in the amount of \$478,175.00; and

WHEREAS, as per Town policy, \$23,908.75 should be added to the low bid amount for potential quantity increases, for a total bid encumbrance of \$502,083.75; and

WHEREAS, Commissioner Lenz, by said memorandum, concurred with the recommendation of LiRo Engineers, Inc., and recommended the award of Contract No. DP23-249, to The LandTek Group, Inc., the lowest responsive and responsible bidder, in the amount of \$478,175.00, and \$23,908.75 for potential quantity increases, for a total bid encumbrance of \$502,083.75; and

WHEREAS, the estimated construction time for completion of the contract is one hundred and eighty (180) calendar days, with funds to be drawn from Account No. PKS H 7197 20000 000 2302 001, Project ID No. 2302 PKSA-12; and

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

NOW, THEREFORE, BE IT RESOLVED, that the recommendations as hereinabove set forth are accepted, and Contract No. DP23-249 is awarded to The LandTek Group, Inc., in an amount not to exceed \$502,083.75, 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. PKS H 7197 20000 000 2302 001, Project ID No. 2302 PKSA-12; and be it further

RESOLVED, that the Town Comptroller is hereby authorized and directed to issue a total encumbrance order in a total amount not to exceed \$502,083.75.

-#-

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

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

Reviewed By

Office of Town Attorney

*Elisabeth A. Faughnan*

TOWN OF OYSTER BAY  
INTER-DEPARTMENTAL MEMO

June 30, 2023

TO: MEMORANDUM DOCKET

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

SUBJECT: AWARD OF CONSTRUCTION CONTRACT  
HAYPATH PARK SYNTHETIC TURF FIELD INSTALLATION  
LOCATED IN OLD BETHPAGE, NEW YORK  
CONTRACT NO: DP23-249  
ACCOUNT NO: PKS H 7197 20000 000 2302 001  
PROJECT ID: 2302PKSA-12

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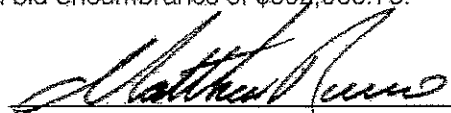
On June 28, 2023, the Division of Purchasing received bids for the subject project and the consulting engineer reviewed the bids. The LandTek Group, Inc., 105 Sweeneydale Avenue, Bay Shore, New York 11706, Federal ID No: [REDACTED] submitted the lowest responsive bid among three (3) in the amount of \$478,175.00.

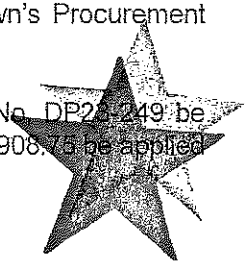
Attached is a letter dated June 29, 2023 from the office of LiRo Engineers, Inc., recommending the award of this contract to The LandTek Group, Inc. in the amount of \$478,175.00. In accordance with Town Policy, \$23,908.75 should be applied to the low bid amount for potential quantity increases for a total bid encumbrance of \$502,083.75.

The estimated construction time for completion of the subject contract is 45 calendar days. Funds are available for the subject contract work in Account No. PKS H 7197 20000 000 2302 001, Project ID. 2302PKSA-12.

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

We concur with the recommendation of LiRo Engineers, Inc. request that Contract No. DP23-249 be awarded to The LandTek Group, Inc., in the total bid amount of \$478,175.00 and that \$23,908.75 be applied to the low bid amount for a total bid encumbrance of \$502,083.75.

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



RWL/MR/HAS/lc  
Attachment

cc: Steven Ballas, Comptroller  
Joseph G. Pinto, Commissioner of Parks



**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

June 29, 2023

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

Re: Bid No. PW 043-23  
Contract No. DP23-249  
Haypath Park Synthetic Turf Fields Infield Installation in Old Bethpage, NY  
Bid Evaluation and Recommendation of Award

Dear Commissioner Lenz,

Bids were received for the above-referenced project at 11:00 AM on June 28, 2023, at the Town of Oyster Bay Town Hall West and publicly opened and read. The following is a summary of the three (3) bids received:

Contractor	Total Bid As Read
The LandTek Group, Inc.	\$478,175.00
Athletic Fields of America, Inc.	\$525,665.00
Laser Industries, Inc.	\$596,380.00

As shown in the table of bid results, the apparent low bid is \$478,175.00 by The LandTek Group, Inc. The unit cost values submitted by the Land Tek Group, Inc. are conducive with the industry. In addition, with few exceptions, Landtek's values for unit costs fell between those of the other bids received. This means that their bid was balanced correctly and not weighted towards a particular item.

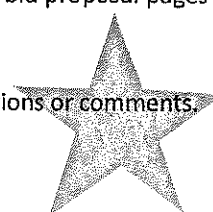
LiRo Engineers, Inc. (LiRo) evaluated The LandTek Group, Inc. bid documents and found no apparent irregularities. LiRo finds The LandTek Group, Inc. of 105 Sweeneydale Avenue, Bay Shore, NY 11706 as the lowest, responsive, responsible bidder, and recommends award of Contract No. DP23-249, Haypath Park Synthetic Turf Fields Infield Installation based on the line-item unit pricing provided on the bid proposal pages pending approval from the Town Board.

Please feel free to contact me at [loscalzod@liro.com](mailto:loscalzod@liro.com) or (516) 510-8476 if you have any questions or comments.

Very truly yours,

Daniel Loscalzo, PE, LEED AP BD+C  
Lead Municipal Engineer

cc: Matthew Russo, PE  
Sunita Chakraborti  
Carlos Romero, EIT, LiRo  
Peter Koklanos, PE, SE, Assoc. DBIA, QRWI, LEED AP BD+C, LiRo  
Integrated Construction, Design, and Technology Solutions



Meeting of July 18, 2023

Resolution No. 507-2023

MS  
Reviewed By  
Office of Town Attorney  
Elizabeth A. Laughman

WHEREAS, by Resolution No. 741-2021, adopted on December 7, 2021, the Town Board authorized the Department of Public Works to enter into Contract No. PWC09-22 with John A. Grillo Architect P.C. to provide On-Call Engineering Services related to Site Development, for a two (2) year term, commencing on January 1, 2022 through December 31, 2023; and

WHEREAS, John A. Grillo Architect P.C., Consulting Engineers, provided such services regarding construction design in connection with Contract No. DPW23-272, Animal Shelter Masonry Improvements; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated June 30, 2022, stated that the design for Contract No. DPW23-272 has been completed, and that the Department of Public Works has approved the plans and specifications, with an estimated construction time for completion of 60 days; and

WHEREAS, Commissioner Lenz, by said memorandum, requested that the Town Board authorize the Department of General Services, Division of Purchasing, to proceed with setting a bid date for receiving bids for the contract, and further requested that the Department of General Services, Division of Purchasing, contact the Department of Public Works, Division of Engineering, to establish a bid date,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of General Services, Division of Purchasing is authorized and directed to proceed with the bidding phase for Contract No. DPW23-272, and to proceed with setting a bid date for receiving bids.

-#-

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

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



## TOWN OF OYSTER BAY

## INTER-DEPARTMENTAL MEMO

JUNE 30, 2023

TO: MEMORANDUM DOCKET

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


SUBJECT: ACCEPTANCE OF DESIGN AND REQUEST TO ENTER BID  
AND CONSTRUCTION PHASE  
ANIMAL SHELTER MASONRY IMPROVEMENTS  
CONTRACT NO. DPW23-272

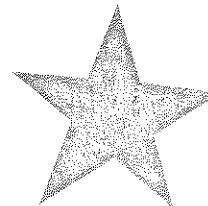
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Town Board Resolution No. 741-2021 authorized John A. Grillo Architect P.C. to perform engineering services relative to the above-referenced contract.

The design has been completed and the Commissioner of Public Works has approved the plans and specifications. The estimated construction time for completion of this subject contract is 60 calendar days.

It is hereby requested that the Town Board authorize, by Resolution, that the Division of Purchasing, by copy of this Memorandum, shall proceed with setting a bid date for receiving bids for this contract.

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



RWL/MR/JP/lc

cc: Steven C. Ballas, Comptroller  
Ralph Raymond, Commissioner of Genral Services

DPW23-272 Animal Shelter Masonry Improvements Permission to Bid

Meeting of December 7, 2021

Resolution No. 741-2021

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated November 22, 2021, advised that a Request for Proposals for On-Call Engineering Services relative to Site Development was issued in accordance with the specifications contained in Contract No. PWC09-22, for a two (2) year contract term, commencing January 1, 2022 through December 31, 2023; and

WHEREAS, in response to the aforementioned Request for Proposals, eighteen (18) responses were received by the Division of Engineering; and

WHEREAS, Commissioner Lenz, by said memorandum, stated that after review of the Division of Engineering's preliminary recommendations performed in compliance with the requirements of Guideline 6 and 9 of the Town of Oyster Bay Procurement Policy and in conjunction with the current workload, the Department has selected N & P Engineers, Architecture & Land Surveying, PLLC, D & B Engineers and Architects, DPC, H2M Engineers & Architects, John A. Grillo Architect, P.C., de Bruin Engineering, P.C., Nassau Suffolk Engineering & Architects, PLLC, Cameron Engineering & Associates, LLP and Savik & Murray a Division of DCAK-MSA; and

WHEREAS, Commissioner Lenz, by said memorandum, requested Town Board authorization for the Department of Public Works/Highway to enter into Contract No. PWC09-22, On-Call Engineering Services relative to Site Development, with N & P Engineers, Architecture & Land Surveying, PLLC, D & B Engineers and Architects, DPC, H2M Engineers & Architects, John A. Grillo Architect, P.C., de Bruin Engineering, P.C., Nassau Suffolk Engineering & Architects, PLLC, Cameron Engineering & Associates, LLP and Savik & Murray a Division of DCAK-MSA, for a two (2) year term, commencing on January 1, 2022 through December 31, 2023; and

WHEREAS, The office of the Inspector General has reviewed the Request for Proposals and the proposed vendors' disclosure questionnaires and is satisfied that the Procurement Policy has been fulfilled,

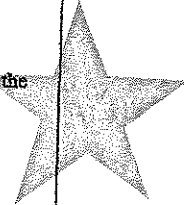
NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved and the Department of Public Works/Highway is hereby authorized to enter into Contract No. PWC09-22, On-Call Engineering Services relative to Site Development, with N & P Engineers, Architecture & Land Surveying, PLLC, D & B Engineers and Architects, DPC, H2M Engineers & Architects, John A. Grillo Architect, P.C., de Bruin Engineering, P.C., Nassau Suffolk Engineering & Architects, PLLC, Cameron Engineering & Associates, LLP and Savik & Murray a Division of DCAK-MSA, for a two (2) year term, commencing on January 1, 2022 through December 31, 2023

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

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

Reviewed By  
C. J. T. ALBANY



DRAFT

508

7ms  
Reviewed By  
Office of Town Attorney  
Elizabeth O. Langford

WHEREAS, by Resolution No. 348-2023, adopted on May 23, 2023, the Town Board authorized the Department of Public Works to enter into Contract No. PWC08-22 with Lizardos Engineering D.P.C. to provide On-Call Engineering Services related to Mechanical Engineering, for a two (2) year term, commencing on January 1, 2022 through December 31, 2023; and

WHEREAS, Lizardos Engineering D.P.C., provided such services regarding construction design in connection with Contract No. DPW23-275, 150 Miller Place CVM Garage Heating System Improvements; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated June 30, 2022, stated that the design for Contract No. DPW23-275 has been completed, and that the Department of Public Works has approved the plans and specifications, with an estimated construction time for completion of 120 days; and

WHEREAS, Commissioner Lenz, by said memorandum, requested that the Town Board authorize the Department of General Services, Division of Purchasing, to proceed with setting a bid date for receiving bids for the contract, and further requested that the Department of General Services, Division of Purchasing, contact the Department of Public Works, Division of Engineering, to establish a bid date,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of General Services, Division of Purchasing is authorized and directed to proceed with the bidding phase for Contract No. DPW23-275, and to proceed with setting a bid date for receiving bids.

-#-

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

WHEREAS, by Resolution No. 348-2023, adopted on May 23, 2023, the Town Board authorized the Department of Public Works to enter into Contract No. PWC08-22 with Lizardos Engineering D.P.C. to provide On-Call Engineering Services related to Mechanical Engineering, for a two (2) year term, commencing on January 1, 2022 through December 31, 2023; and

WHEREAS, Lizardos Engineering D.P.C., provided such services regarding construction design in connection with Contract No. DPW23-275, 150 Miller Place CVM Garage Heating System Improvements; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated June 30, 2022, stated that the design for Contract No. DPW23-275 has been completed, and that the Department of Public Works has approved the plans and specifications, with an estimated construction time for completion of 120 days; and

WHEREAS, Commissioner Lenz, by said memorandum, requested that the Town Board authorize the Department of General Services, Division of Purchasing, to proceed with setting a bid date for receiving bids for the contract, and further requested that the Department of General Services, Division of Purchasing, contact the Department of Public Works, Division of Engineering, to establish a bid date,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of General Services, Division of Purchasing is authorized and directed to proceed with the bidding phase for Contract No. DPW23-275, and to proceed with setting a bid date for receiving bids.

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

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

Meeting of May 23, 2023

Resolution No.348-2023

WHEREAS, by Resolution No. 740-2021, adopted on December 7, 2021, the Town Board authorized Lizardos Engineering Associates D.P.C., to provide On-Call Engineering Services in connection with Contract No. PWC08-22, Mechanical Engineering, for a two-year term, commencing January 1, 2022 through December 31, 2023; and

WHEREAS, Steve Sonmez, P.E., CEM, Associate Vice President, Lizardos Engineering Associates, D.P.C., by letter dated April 10, 2023, described the scope of work to be performed under Contract No. PWC08-22, mechanical and electrical engineering services for replacement of the existing heating system at the CVM Garage located at 150 Miller Place, Syosset, New York 11791; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memoranda dated May 8, 2023 and May 15, 2023, requested Town Board authorization for Lizardos Engineering Associates D.P.C., to provide the aforesaid On-Call Engineering Services under Contract No. PWC08-22, and that the Comptroller be directed to issue an encumbrance order in an amount not to exceed \$85,000.00 for this purpose, with funds available for payment in Account No. DPW H 1997 20000 000 2310 001, Project ID No. 2310TWNTWN-04; and

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

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, and Lizardos Engineering Associates D.P.C., is hereby authorized to provide the aforementioned engineering services in connection with Contract No. PWC08-22, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed \$85,000.00 for this purpose, with funds available for payment in Account No. DPW H 1997 20000 000 2310 001, Project ID No. 2310TWNTWN-04.

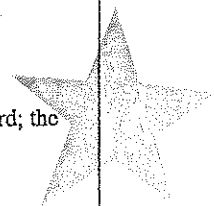
-#-

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

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

REVIEWED BY  
OFFICE OF TOWN ATTORNEY

7/15/23  
[Signature]



Meeting of July 18, 2023

Resolution No. 509-2023

Reviewed By  
Office of Town Attorney

WHEREAS, by Resolution No. 429-2023, adopted on June 27, 2023, the Town Board authorized the Department of Public Works to enter into Contract No. PWC31-22 with D&B Engineers and Architects, D.P.C., to provide On-Call Engineering Services related to Operations, for a two (2) year term, commencing on January 1, 2022 through December 31, 2023; and

WHEREAS, D&B Engineers and Architects, D.P.C., provided such services regarding construction design in connection with Contract No. DS23-274, Transfer Station Tipping Floor Repairs, and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated June 30, 2022, stated that the design for Contract No. DS23-274 has been completed, and that the Department of Public Works has approved the plans and specifications, with an estimated construction time for completion of 60 days; and

WHEREAS, Commissioner Lenz, by said memorandum, requested that the Town Board authorize the Department of General Services, Division of Purchasing, to proceed with setting a bid date for receiving bids for the contract, and further requested that the Department of General Services, Division of Purchasing, contact the Department of Public Works, Division of Engineering, to establish a bid date,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of General Services, Division of Purchasing is authorized and directed to proceed with the bidding phase for Contract No. DS23-274, and to proceed with setting a bid date for receiving bids.

-#-

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

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

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

JUNE 30, 2023

TO: MEMORANDUM DOCKET

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


SUBJECT: ACCEPTANCE OF THE DESIGN AND REQUEST TO ENTER BID  
AND CONSTRUCTION PHASE  
TRANSFER STATION TIPPING FLOOR REPAIRS  
CONTRACT NO: DS23-274

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Town Board Resolution No. 429-2023 authorized D&B Engineering and Architects, D.P.C. to perform engineering services relative to the above-referenced contract.

The design has been completed and the Commissioner of Public Works has approved the plans and specifications. The estimated construction time for completion of this subject contract is 60 calendar days.

It is hereby requested that the Town Board authorize, by Resolution, that the Division of Purchasing, by copy of this Memorandum, shall proceed with setting a bid date for receiving bids for this contract.

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



RWL/MR/JP/lc

cc: Steven C. Ballas, Comptroller  
Daniel Pearl Commissioner of Sanitation

DS23-274 Transfer Station Tipping Floor Repairs Permission to Bid

Meeting of June 27, 2023

Resolution No. 429-2023

WHEREAS, by Resolution No. 754-2021, adopted on December 7, 2021, the Town Board authorized D&B Engineers and Architects, D.P.C. to provide On-Call Engineering Services Relative to Operation of the Old Bethpage Solid Waste Disposal Complex in connection with Contract No. PWC31-22, for a two-year term, commencing January 1, 2022 through December 31, 2023; and

WHEREAS, Steven A. Fangmann, P.E., BCEE, President and CEO, D&B Engineers and Architects, D.P.C., by letter dated April 25, 2023, described the scope of work to be performed under Contract No. PWC31-22, engineering services related to design and construction of tipping floor repairs and improvements at the Old Bethpage Solid Waste Disposal Complex; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated June 9, 2023, requested Town Board authorization for D&B Engineers and Architects, D.P.C., to provide the aforesaid On-Call Engineering Services under Contract No. PWC31-22, and that the Comptroller be directed to issue an encumbrance order in an amount not to exceed \$65,000.00 for this purpose, with funds available for payment in Account No. DER H 8797 20000 000 1906 015, Project ID No. 1906 DER SR05-02; and

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

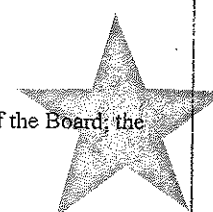
NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, and D&B Engineers and Architects, D.P.C. is hereby authorized to provide the aforementioned engineering services in connection with Contract No. PWC31-22, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed \$65,000.00 for this purpose, with funds available for payment in Account No. DER H 8797 20000 000 1906 015, Project ID No. 1906 DER SR05-02.

-#-

The foregoing resolution was declared 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

REVIEWED BY  
OFFICE OF TOWN ATTORNEY





Meeting of July 18, 2023

Resolution No. 510-2023

WHEREAS, Richard W. Lenz, P.E. Commissioner, Department of Public Works, by memorandum dated June 30, 2023, advised that Contract No. ERR 14-121 was awarded to Bensin Contracting on July 21, 2015, by Resolution No. 423-2015, for a one-year period through July 20, 2016 and was extended through July 20, 2017 by Resolution No. 611-2016, and then through July 20, 2018 by Resolution No. 545-2017; and

WHEREAS, Commissioner Lenz, by said memorandum, advised that Bensin Contracting, after a review of their records, notified the Department of Public Works that an invoice in the amount of \$7,885.24 had not been paid and that the Department of Public Works confirmed that the work was performed and no record existed of said invoice being paid; and

WHEREAS, Commissioner Lenz by said memorandum, requested Town Board authorization to allow the Office of the Comptroller to issue an encumbrance order in the amount of \$7,885.24 for payment of the attached invoice, utilizing Account No. DER H 8797 20000 000 2106 015, Project ID. 2106 DERSR05-02

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are accepted, and the Office of the Comptroller is authorized to issue an encumbrance order in the amount of \$7,885.24 for payment of the attached invoice, utilizing Account No. DER H 8797 20000 000 2106 015, Project ID. 2106 DERSR05-02.

-#-

Reviewed By  
Office of Town Attorney  
*[Signature]*

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

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

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

JUNE 30, 2023

TO: MEMORANDUM DOCKET

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


SUBJECT : PAYMENT OF FINAL CLAIM  
OBSWDC TREATMENT SYSTEM EQUIPMENT  
REQUIREMENTS CONTRACT  
CONTRACT NO: ERR14-121  
ACCOUNT NO: DER H 8797 20000 000 2106 015  
PROJECT ID: 2106 DERSR05-02

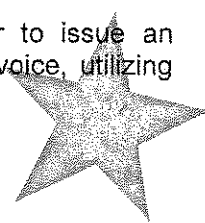
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The Department of Public Works had issued a contract to Bensin Contracting, Inc. to provide for repairs to the various environmental remediation systems serving the former Old Bethpage Landfill. Contract No. ERR14-121 was awarded on July 21, 2015 by Resolution No. 423-2015 for a one-year period through July 20, 2016. The contract was extended through July 20, 2017 by Resolution No. 611-2016, and then through July 20, 2018 by Resolution No. 545-2017.

Various work orders were processed for payment of services performed under this contract. At the conclusion of the contract, it was believed that all claims were paid and any outstanding authorized funding was unencumbered. After a recent review of their records, Bensin Contracting Inc. notified the Department of Public Works that the attached invoice in the amount of \$7,885.24 had not been paid. The Department of Public Works can confirm that this work was performed, and has no record that said invoice was paid.

It is requested that the Town Board authorize the Office of the Comptroller to issue an encumbrance order in the amount of \$7,885.24 for payment of the attached invoice, utilizing Account No. DER H 8797 20000 000 2106 015, Project ID. 2106 DERSR05-02.

  
\_\_\_\_\_  
Richard W. Lenz, P.E.  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS



RWL/MR/lc  
Attachment

cc: Steve C. Ballas, Comptroller  
Daniel Pearl, Commissioner/Sanitation

ER14-121 DOCKET PAYMENT OF FINAL BENSIN INVOICE

**BENSIN CONTRACTING, INC.**

All Mail: P.O. BOX 388 • HOLTSVILLE, N.Y. 11742

Office: 652 UNION AVE. • HOLTSVILLE, N.Y. 11742

(631) 758-7200 • Fax: (631) 758-7219

OLD TO:

Town of Oyster Bay DPW  
c/o Lockwood, Kessler & Bartlett, Inc.  
1 Aerial Way  
Syosset, New York 11791

Attn: Paul Lappano


**INVOICE** NO. 80418-008-3001

DATE: 08/21/18

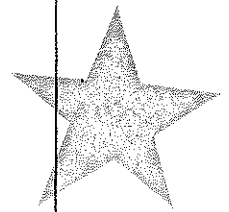
CUSTOMER ORDER NO:

DATE SHIPPED:

TERMS: Net

ITEM	QTY	DESCRIPTION	UNIT PRICE	TOTAL
		Reference: Work Order No. 5 Encumbrance No. 1877		
		Project: OBSWDC Treatment System Equipment Requirements Contract		
		Contract No.: ERR-14-121		
		Replace (1) 10" Mueller Mechanical Joint gate valve and box		
		Bid Item #1 (Allowance)		
		Supply valve, sleeve and accessories	2,190.64	
		Transport/supply digging box	800.00	
		Private mark-out	450.00	
				3,440.64
		15% Overhead & Profit		516.10
		Total Material		3,956.74
		Bid Item #74 (Mechanical Labor)		
		Labor to remove existing valve and valve box and install new, supply digging box and open excavation to allow access to valve found to be 10' deep, backfill to grade		
		Total Labor		3,480.00
		Testing for metals	390.00	
		15% Overhead & Profit	58.50	
		Total Testing		448.50
		Subtotal		7,885.24
		Less 5% Retention		394.26
		Total Amount Due		7,490.98
		PLEASE PAY THIS AMOUNT 		\$7,490.98

IF TAX EXEMPT, DEDUCT AND FURNISH EXEMPTION CERTIFICATE WITH PAYMENT



e

Meeting of July 18, 2023

Resolution No. 511-2023

*Reviewed*  
Reviewed By  
Office of Town Attorney  
*[Signature]*

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated June 30, 2023, advised that N & P, Engineering, Architecture and Land Surveying, PLLC, Consulting Engineers, by letter dated May 15, 2023, informed the Department that it made a final inspection of the work performed pursuant to Contract No. H18-171-P3, Massapequa Flood Diversion and Control Project No. 3 Outfalls 31, 114 & 129 (Brockmeyer/Clearwater/Iroquois), certified that the contractor, Pioneer Landscaping and Asphalt Paving, Inc., 168 Townline Road, Kings Park, New York 11754, 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 said Consulting Engineers informed the Department, by said letter dated June 12, 2023, of an increase/decrease in quantities, relative to the Construction Phase of Contract No. H18-171-P3, for a total net decrease in the amount of \$8,187.43; 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. H18-171-P3, for a total net decrease in the amount of \$8,187.43;

WHEREAS, final construction costs were in the amount of \$3,654,595.89; 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 March 3, 2021, and to be completed within two hundred forty (240) calendar days, on October 28, 2021, with a revised completion date of March 3, 2023, after a continue/discontinue letter was issued to the Contractor for utility work, material and weather delays, with work completed, actually, on February 23, 2023; and

WHEREAS, the Office of the Town Attorney, by memorandum dated June 21, 2023 and the Office of the Town Comptroller, by memorandum dated June 26, 2023, 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, John C. Tassone, Chief Deputy Commissioner, Department of Public Works/Highway, by memorandum dated June 29, 2023, 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. H18-171-P3, for a net decrease, in the amount of \$8,187.43; and be it further

RESOLVED, That upon the recommendations as hereinabove set forth, Contract No. H18-171-P3, is hereby accepted as being complete, at a final construction cost of \$3,654,595.89, 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	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

## TOWN OF OYSTER BAY

511

## INTER-DEPARTMENTAL MEMO

June 30, 2023

TO: MEMORANDUM DOCKET

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

SUBJECT: QUANTITY INCREASE-QUANTITY DECREASE, ACCEPTANCE AND FINAL PAYMENT  
MASSAPEQUA FLOOD DIVERSION AND CONTROL  
PROJECT #3 BROCKMEYER DRIVE, CLEARWATER AVENUE AND IROQUIS PLACE,  
MASSAPEQUA  
CONTRACT NO.H18-171-P3

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Attached is a letter, with backup, from N & P Engineering, Architecture and Land Surveying, PLLC, dated June 12, 2023 concerning increases/decreases in quantities with a total net decrease in the amount of \$8,187.43. Said quantity adjustments reflect final quantities of work performed, as explained by the consultant in said correspondence.

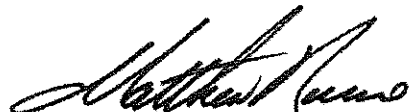
Also attached herewith is as follows:

1. A letter dated May 15, 2023 from N & P Engineering, Architecture and Land Surveying, PLLC recommending final acceptance by the Town of Oyster Bay;
2. The consultant's final engineer's certificate for Pioneer Landscaping & Asphalt Paving, Inc. dated May 17, 2023;
3. A statement from the Town Attorney's office indicating there are no legal hindrances;
4. A statement from the Town Comptroller indicating there are no financial hindrances which would delay the acceptance of this contract;
5. A statement from the Highway Division concurring final acceptance.

Work under this contract was directed to proceed as of March 3, 2021 to be completed within 240 calendar days on October 28, 2021. The project was extended to March 3, 2023 and completed in accordance with the extension of time granted by Resolution No. 74-2023. Work was completed on February 23, 2023.

Final construction costs amount to \$3,654,595.89.

The Department of Public Works concurs with the recommendations of N & P Engineering, Architecture and Land Surveying, PLLC and request that the Town Board authorize, by Resolution, the above-described request having a net result of a decrease in the amount of \$8,187.43, and that this project be accepted as 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/DDM/lc  
Attachments

cc: Steven C. Ballas, Town Comptroller  
John T. Tassone, Chief Deputy Commissioner DPW  
Colin Bell, Deputy Commissioner DER

H18-171-P3. Project 3 QI QD + Acceptance & Final Payment



June 12, 2023

Richard Lenz, PE, Commissioner  
Town of Oyster Bay  
Dept. of Public Works  
150 Miller Place  
Syosset, New York 11791

Attn: Dan Midgette

Re: Final Contract Increase / Decrease  
Massapequa Flood Diversion and Control / Project No. 3  
Brockmeyer/Clearwater/Iroquois (Outfalls 31, 114 & 129)  
Contract No. H18-171-P3  
Nelson & Pope No. 18180

Dear Mr. Midgette:

Submitted herewith is Final Contract Adjustments related to Contract Item Increases and Decreases for the above reference project. The change order details quantity increases and decreases for contract items based on completion for this contract.

- Item 1: Contract Item Qty Cost Increase of \$2,227.60;
- Item 2: Contract Item Qty Cost Decrease of (\$10,415.03);  
Net Contract Decrease of (\$8,187.43)

**ITEM 1: Contract Item Quantity Increases**

As part of the project close-out, the following Contract items and quantities are to be decreased:

**Item 4C – Cement Concrete Sawcut**

Qty: 96LF

Unit Price: \$6.00/LF

Add'l Cost: \$576.00

**Item 28AX – Bituminous Driveway & Driveway Apron**

Qty: 3.33SY

Unit Price: \$16.00/SF

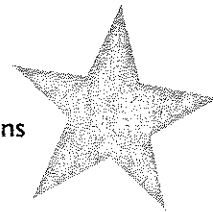
Add'l Cost: \$53.28

**Item 61X – Change Elevation of House Service Connections to Water Mains**

Qty: 8.92LF

Unit Price: \$60.00/LF

Add'l Cost: \$535.20



**Item 99X – Water Main Relocation**

*Qty: 0.40LF*

*Unit Price: \$29.00/LF*

*Add'l Cost: \$11.60*

**Item 394 – Temporary Asphalt Pavement**

*Qty: 32.86TONS*

*Unit Price: \$32.00/TON*

*Cost: \$1,051.52*

Total Increased Quantity Cost due of contract quantities amounts to **\$2,227.60**

**ITEM 2: Contract Item Quantity Decreases**

As part of the project close-out, the following Contract items and quantities are to be decreased:

**Item 36-2A-1W – Bituminous Macadam Plant Mix Type 2A, Wearing Course**

*Qty: 35.01TONS*

*Unit Price: \$103.00/TON*

*Cost: \$3,606.03*

**Item 389G – Metal Beam Type Guide Railing**

*Qty: 4.00LF*

*Unit Price: \$30.00/LF*

*Cost: \$440.00*

**Item 500 – Cleaning Existing Drainage System**

*Qty: 1,573.00LF*

*Unit Price: \$3.00/LF*

*Cost: \$4,719.00*

**Item 507C – Permanent Sediment Filter Bags for Drainage Manholes**

*Qty: 1.00EA*

*Unit Price: \$1,100.00/EA*

*Cost: \$1,100.00*

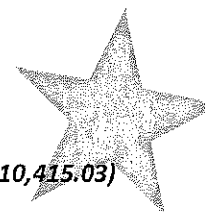
**Item 513 – Furnish and Install Post Mounted Signs**

*Qty: 1.00EA*

*Unit Price: \$550.00*

*Cost: \$550.00*

Total Decrease Cost due to anticipated removals of contract quantities amounting to **(\$10,415.03)**





The *Net Total Decrease* to the Contract Amount will amount to **(\$8,187.43)**. All prices have been negotiated with the Contractor. Our office has reviewed these prices and find them to be reasonable. It is our recommendation that Change Order No. 1 be accepted by the Town. We trust this information is sufficient for your records.

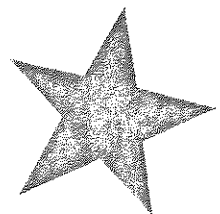
It is our recommendation that contract decrease be accepted by the Town. We trust this information is sufficient for your records.

If you have any questions or require additional information, please do not hesitate to contact me.

Very truly yours,

Respectfully submitted,  
**NELSON + POPE**

  
Russell Scott, P.E.  
Partner









May 15, 2023

Richard Lenz, PE, Commissioner  
Town of Oyster Bay  
Dept. of Public Works  
150 Miller Place  
Syosset, New York 11791

Attention: Dan Midgette

Re: Massapequa Flood Diversion and Control / Project No. 3  
Brockmeyer/Clearwater/Iroquois (Outfalls 31, 114 & 129)  
Contract No. H18-171-P3  
Claim No. 12 **FINAL** - Review & Approval  
Nelson & Pope No. 18180

Dear Mr. Midgette:

Submitted herewith is Pioneer Landscaping & Asphalt Paving's Final Claim No. 12 for the above referenced project. The enclosed Claim is for **\$182,729.78** for release of remaining retainage.

Our office and construction supervision staff have reviewed this Claim and concur with the total quantities and therefore are recommending this claim payment and closeout of the contract.

If you have any questions or require additional information, please do not hesitate to contact me.

Very truly yours,

Respectfully submitted,  
**NELSON + POPE**

  
Russell Scott, P.E.  
Partner

## APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 2 PAGES

## TO OWNER:

Town of Oyster Bay  
55 Audrey Avenue  
Oyster Bay, New York 11771-1592

## PROJECT:

Town of Oyster Bay  
Massapequa Flood Diversion & Control Project No. #H18-171-P3

APPLICATION NO: 0012 FINAL

Distribution to:

☐ OWNER☒ ARCHITECT☐ CONTRACTOR

PERIOD TO: 12/31/22

## FROM CONTRACTOR:

Pioneer Landscaping & Asphalt Paving, Inc  
168 Townline Road  
Kings Park, New York 11754  
P:631-269-4300/Fac: 631-528-0080

## VIA Engineer:

Nelson & Pope  
572 Walt Whitman Road  
Melville, New York 11747  
Attn: Joe DeLuca

## CONTRACT FOR:

PROJECT NOS: 20-055

CONTRACT DATE:

## 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	\$ 3,319,501.00
2. Net change by Change Orders	\$ 335,094.89
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 3,654,595.89
4. TOTAL COMPLETED & STORED TO	\$ 3,654,595.89

DATE (Column G on G703)

a. 0 % of Completed Work \$ 0.00

(Column D + E on G703)

b. % of Stored Material \$

(Column F on G703)

Total Retainage (Lines 5a + 5b or

Total in Column I of G703)

6. TOTAL EARNED LESS RETAINAGE \$ 3,654,595.89

(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR

PAYMENT (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 3,471,866.10

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 182,729.79

(Line 3 less Line 6)

0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$335,094.89	
Total approved this Month	\$0.00	
TOTALS	\$335,094.89	
NET CHANGES by Change Order		

## ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... \$182,729.79

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: 

Date:

5.17.23.

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

TOWN OF OYSTER BAY  
Inter-Departmental Memo

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

FROM: PAUL S. EHRLICH  
DEPUTY TOWN ATTORNEY

DATE: June 21, 2023

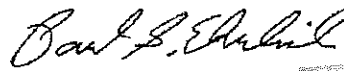
SUBJECT: FINAL ACCEPTANCE  
MASSAPEQUA FLOOD DIVERSION AND CONTROL PROJECT #3 BROCKMEYER DRIVE,  
CLEARWATER AVENUE AND IROQUOIS PLACE  
CONTRACT NO. H18-171-P3

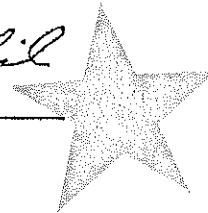
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In reply to your memorandum of June 20, 2023, please be advised that the records of this office disclose no pending litigation or other obstacles which would prevent the final acceptance of the above-referenced Contract.

By copy of this memorandum, the contractor, Pioneer Landscaping & Asphalt Paving's Maintenance Bond PB11557500093 is being forwarded to the Town Clerk. We have reviewed the Maintenance Bond and have approved same as to form.

FRANK M. SCALERA, ESQ.  
TOWN ATTORNEY

By:   
Paul S. Ehrlich  
Deputy Town Attorney



Cc: Comptroller  
Town Clerk (with Bond)

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

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

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

**DATE: JUNE 26, 2023**

**SUBJECT: FINAL ACCEPTANCE – MASSAPEQUA FLOOD DIVERSION AND**  
**CONTROL PROJECT #3 BROCKMEYER DRIVE, CLEARWATER**  
**AVENUE AND IROQUIS PLACE, MASSAPEQUA**  
**CONTRACT NO. H18-171-P3**

---

In response to your memo dated June 20, 2023, copy enclosed, please be advised that there are no financial hindrances that would delay the acceptance of this contract.

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



Enclosure

SCB/dim:bk

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

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

JUNE 29, 2023

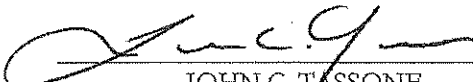
TO: MATTHEW RUSSO, P.E., DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

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

SUBJECT: FINAL ACCEPTANCE  
MASSAPEQUA FLOOD DIVERSION AND CONTROL, PROJECT #3  
BROCKMEYER DRIVE, CLEARWATER AVENUE &  
IROQUIS PLACE, MASSAPEQUA / CONTRACT NO. H18-171 - P3

---

This office is in receipt of your memo dated June 20, 2023 with regard to final acceptance of the above mentioned project. The Highway Division concurs with your recommendation to accept this project as final.

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



JCT/nm

Cc: Richard W. Lenz, P. E., Commissioner of Public Works  
Salvator Dileo, Jr., Bureau Chief, Trees & Sidewalks

H18-171-P3 GOSR Final concurrence to Engineering



QD #2  
CO2  
Ext time

CORRECTED COPY

Meeting of January 24, 2023

Resolution No. 74-2023

Reviewed By  
Office of Town Attorney

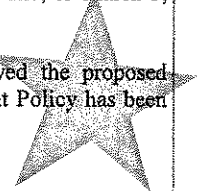
WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated January 13, 2023, advised that N & P Engineering, Architecture and Land Surveying, PLLC, Consulting Engineers ("N&P"), by letter dated January 9, 2023, advised the Town that, as a result of differing site conditions for multiple locations throughout the project area relating to excessive subsurface water, the Contractor, Pioneer Landscaping & Asphalt Paving Inc. ("Pioneer"), has incurred additional costs in connection with Contract No. H18-171-P3, Massapequa Flood Diversion and Control Project #3 Brockmeyer/Clearwater/Iroquois (Outfalls 31, 114 & 129), Massapequa, New York, and recommended the approval of Change Order #2, for a total increase in the amount of \$510,597.78, an amount that N&P found to be fair and reasonable. N&P, by the aforesaid letter, also advised the Town regarding quantity increases and decreases in connection with this Contract, and advised that the reduction of contract items has resulted in a corresponding net decrease in the Contract of \$431,604.90. The net result of the increase in Change Order No. 2 and the decrease of the quantity adjustments, is an overall net increase to the final contract amount of \$78,992.88. Commissioner Lenz advised the Board that funds for said increase are available in Account No. IGA CD 8689 27000 556; and

WHEREAS, N&P, by additional letter, dated January 12, 2023, further advised that delays in delivery of materials, along with the aforementioned subsurface water conditions, have delayed completion of the project and N&P recommended that an extension of time of an additional 126 days be approved in order to provide Pioneer with enough time to complete any remaining punchlist and/or minor contract items to fulfill and close out Pioneer's field work and obligations under this contract;

WHEREAS, work under this Contract was previously extended to October 28, 2022, and Pioneer requests, by letter dated January 12, 2023, and N&P recommends, that this contract now be extended an additional 128 days to March 3, 2023; at no additional contract cost to the Town; and

WHEREAS, Commissioner Lenz, by said memorandum, concurred with the recommendations of N&P and requested Town Board authorization for the aforesaid increase/decrease in quantities relative to the Construction Phase of Contract No. H18-171-P3, and the approval of Change Order No. 2, for a total net increase in the amount of \$78,992.88, and recommended approval of the additional extension of the contract, nunc pro tunc, to March 3, 2023; and

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



CORRECTED COPY  
Resolution No. 74-2023

NOW, THEREFORE, BE IT RESOLVED, That the requests and recommendations as hereinabove set forth are approved, and Pioneer Landscaping & Asphalt Paving Inc.'s time to complete work under Contract No. H18-171-P3 is hereby extended, nunc pro tunc, to March 3, 2023, Change Order No. 2 is approved, and the Quantity decrease set forth in Pioneer Landscaping & Asphalt Paving Inc.'s letter dated January 9, 2023 is approved, resulting in an overall net increase the amount of Contract No. H18-171-P3 of \$78,992.88; and be it further

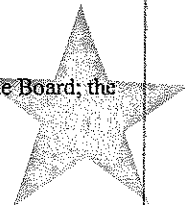
RESOLVED, That the funds for said payment shall be drawn from Account No. IGA CD 8689 27000 556; and be it further

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

-#-

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

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



*JMS*  
Reviewed By  
Office of Town Attorney

*Robert P. Deady*

WHEREAS, Joseph Mingione, Giglio Festival Chairman, Il Giglio U.S.A., P.O. Box 729, Holbrook, New York 11741, by letter dated June 15, 2023, requested the use of Municipal Parking Field M-5, Massapequa, from Thursday, July 27, 2023 through Sunday, July 31, 2023, the use of a small eastern portion of said Field, on Friday, July 21, 2023 (to allow the organization to assemble its "Giglio Statue"), the posting of temporary "No Parking" signs upon said Field on the aforementioned dates, twenty-five (25) complete traffic barricades and twenty-five (25) traffic cones for the organization's "Festa Del Giglio Inaugural Festival", to be held from Thursday, July 27, 2023 through Sunday, July 31, 2023; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated June 28, 2023, advised that the abovementioned property and equipment will not be required for use by the Town on those dates, and that the Department has no objection to providing Il Giglio USA, with the use of Municipal Parking Field M-5, Massapequa, from Thursday, July 27, 2023 through Sunday, July 31, 2023, the use of a small eastern portion of said Field, on Friday, July 21, 2023, the posting of temporary "No Parking" signs upon said Field on the aforementioned dates, twenty-five (25) complete traffic barricades and twenty-five (25) traffic cones for the organization's "Festa Del Giglio Inaugural Festival", to be held from Thursday, July 27, 2023 through Sunday, July 31, 2023; and

WHEREAS, Commissioner Lenz, by said memorandum, advised that Mr. Mingione, by his letter dated June 15, 2023, further requested that the Town Board waive the provisions of the Code of the Town of Oyster Bay, Part II, "General Legislation", Chapter 82, "Alcoholic Beverages", Sections 82-3 A. & B, "Prohibitions", at the location, and for the duration, of said event; and

WHEREAS, the Town Board deems the "Festa Del Giglio Inaugural Festival" to be an appropriate and worthwhile endeavor, and one which will benefit the residents of the Town of Oyster Bay,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby approved, and the Department of Public Works is hereby authorized to provide Il Giglio U.S.A., with the use of Municipal Parking Field M-5, Massapequa, from Thursday, July 27, 2023 through Sunday, July 31, 2023, the use of a small eastern portion of said Field, on Friday, July 21, 2023, the posting of temporary "No Parking" signs upon said Field on the aforementioned dates, twenty-five (25) complete traffic barricades, and twenty-five (25) traffic cones for the organization's "Festa Del Giglio Inaugural Festival", to be held from Thursday, July 27, 2023 through Sunday, July 31, 2023; and be it further

RESOLVED, That in connection with the "Festa Del Giglio Inaugural Festival", the Town Board hereby waives the provisions of the Code of the Town of Oyster Bay, Section II, "General Legislation", Chapter 82, "Alcoholic Beverages", Sections 82-3 A & B, "Prohibitions", at the location, and for the duration, of said event; and be it further

RESOLVED, That the authorizations granted by this Resolution, are subject to the following conditions and provisions:

1. The use of all Town property and equipment shall be under the direction of the Commissioner of the Department of Public Works, or his duly designated appointee.

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 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 general liability insurance, with a Commercial Liability limit of \$1,000,000.00 per occurrence, with a general aggregate of \$2,000,000.00, and naming the Town of Oyster Bay as an additional insured, in connection with the afore-described activity.

-#-

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

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

TOWN OF OYSTER BAY  
Inter-Departmental Memo

June 28 2023

**TO:** MEMORANDUM DOCKET

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

**SUBJECT:** IL GIGLIO USA  
FESTA DEL GIGLIO INAUGURAL FESTIVAL  
TO BE HELD FROM JULY 27<sup>TH</sup> 2023 THROUGH JULY 31<sup>ST</sup> 2023


---

Enclosed please find a copy of the letter from Joseph Mingione, Festival Chairman, requesting our assistance on behalf of the Il Giglio USA in conducting their inaugural festival of the Festa Del Giglio in Massapequa from July 27<sup>th</sup> through July 31<sup>st</sup> 2023.

The Highway Division has no objection to the Organization utilizing Municipal Parking Field M-5 on Thursday, July 27<sup>th</sup> 2023 through Sunday, July 31<sup>st</sup> 2023 for their event. They are also asking for the use of a small area in the eastern part of parking field M-5 on Friday, July 21<sup>st</sup> 2023 to assemble their Giglio statue for the festival and will have use of the area until July 27<sup>th</sup> 2023. It will not interfere with any parking in the lot at that time. The organization would also appreciate the posting of temporary "No Parking" signs in these lots for the above mentioned dates and times of the festival as well. In addition, the Highway Division can readily supply twenty five (25) complete barricades and twenty five (25) cones for this event.

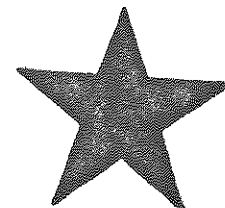
The organization is also requesting the waiver of the Town Ordinance pertaining to the consumption of alcoholic beverages in public (Chapter 82-3 of the Town of Oyster Bay Town Code) from Thursday, July 27<sup>th</sup> 2023 through July 30<sup>th</sup> 2023.

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

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

JCT/kaz

C: John C. Tassone, Chief Deputy Commissioner  
Peter Brown, General Foreman 002  
Steve Kelly, Sign Bureau Supervisor  
Justin McCaffrey, Commissioner, Dept. of Public Safety  
Cathy McWilliams, Department of Parks  
Grace SantaMaria, Highway Administration  
James McCaffrey, Director of Operations





## IL Giglio USA

*An Italian American Society Dedicated to Preserving our Heritage*

June 15, 2023

To Whom it May Concern:

IL Giglio USA, will celebrate its inaugural festival of the Festa Del Giglio in Massapequa NY located on the southside LIRR parking lot adjacent to Sunrise Highway. The feast scheduled dates are July 27<sup>th</sup> through July 30<sup>th</sup>; however, we will require use of the parking lot starting Friday July 21, 2023 (at which time we will begin the construction of our Giglio) through July 31<sup>st</sup> (when we will dissemble the Giglio tower). In addition, we will require a presence from the local police department to control the car traffic on Sunrise Highway and Broadway which we understand we will need to contact the 7<sup>th</sup> precinct; public safety has already been contacted and will assist where possible.

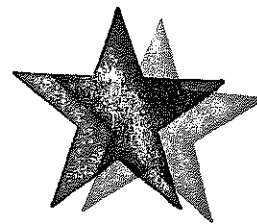
Accordingly, and in preparation for our event, we will also require cones and barricades to control the foot traffic; we will also require a show mobile and generated lights which we understand can be provided by the Parks Department.

I thank you for your time and consideration and look forward to hearing from you regarding these requirements.

Please do not hesitate to contact me with any questions or feedback you may have regarding this request.

Thank you,

Joseph Mingione,  
Giglio Festival Chairman  
Mobile: [REDACTED]  
Email: [REDACTED]



**THURSDAY, JULY 27th - SUNDAY, JULY 30th, 2023**

# *Festa del Giglio*



**Come Enjoy Italian Foods, Music, Games, Rides,  
Entertainment and More!**

## **Feast Event Schedule:**

**Thursday, July 27th - 6PM - 11PM**

*Music by The Empire State Band - An Oldies Celebration -*

**Friday, July 28th - 6PM - 11PM**

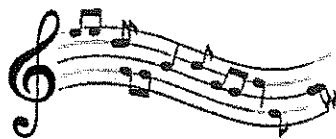
*Starring KTU Recording Artist - Angelo Venuto*

**Saturday, July 29th - 12 Noon - 11PM**

*Dance Party! Featuring DJ Tommy T*

**Sunday, July 30th - 12 Noon - 11PM**

*Dancing of the Giglio with Danny Vecchiano and the  
Giglio Band, featuring singer Anthony Allocco*



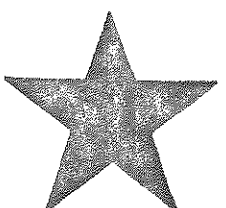
**Dancing of The Giglio  
Sunday,  
July 30th -2pm**

*Games and rides by Wonderland Midway*



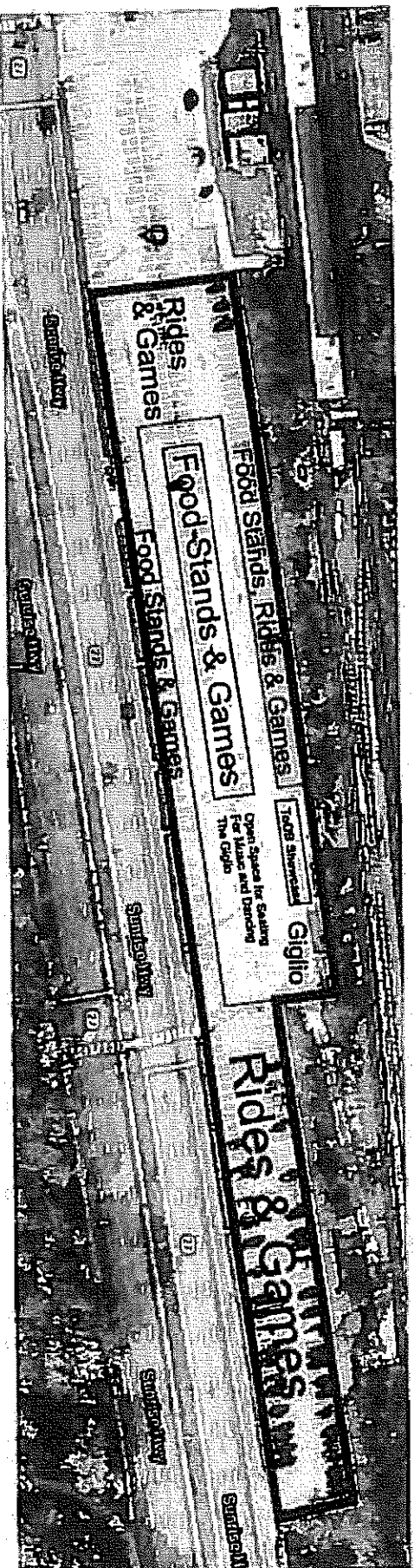
**Massapequa - Sunrise Hwy.  
South Side of Train Station**





# Il Giglio USA

Dance of the Giglio Feast - July 27th thru July 30th, 2023  
Proposed Layout at that East End of the Massapequa Train Station







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/22/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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  
McGowan Allied Specialty Insurance  
140 Fountain Parkway N #570  
Saint Petersburg FL 33716

CONTACT  
NAME: Sandy Bobkovich  
PHONE (A/C, H/F, Ext): 440-333-6300 x4304 FAX (A/C, H/F, Ext): 727-367-1407  
E-MAIL: sbobkovich@mcgowanallied.com  
ADDRESS: sbobkovich@mcgowanallied.com

INSURED  
Wonderland Midway Corp  
8320 13th Avenue  
Brooklyn NY 11228

WONDMD-02

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Everest Denali Insurance Company	16044
INSURER B: Everest Indemnity Insurance Company	10851
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

## COVERAGES

CERTIFICATE NUMBER: 438768970

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	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOG OTHER:	Y	Y	SI8ML02846231	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 300,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" 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	Y	Y	SI8ML02846231	2/1/2023	2/1/2024	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	SI8EX02268231	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 OTHER \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate holder is included as an additional insured as required by written contract with respects to the General Liability.

Event Date: 07/27/23-07/31/23 (Includes set up and tear down)  
Additional Insured: Town of Oyster Bay as respects to the negligence of the named insured only.

## CERTIFICATE HOLDER

## CANCELLATION

Town of Oyster Bay  
150 Miller Place  
Syosset NY 11791

Reviewed By  
Office of Town Attorney

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

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

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED, BECAUSE OF A WRITTEN CONTRACT OR OTHER AGREEMENT THAT REQUIRES YOU TO ADD AS AN ADDITIONAL INSURED AND TO PROVIDE INSURANCE, BUT ONLY WITH RESPECTS TO "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" CAUSED IN WHOLE OR IN PART, RESULTING FROM YOUR WORK OR OPERATIONS FOR THE ADDITIONAL INSURED, AS PERMITTED BY LAW. NO COVERAGE APPLIES TO LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE ADDITIONAL INSURED.

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

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

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

However:

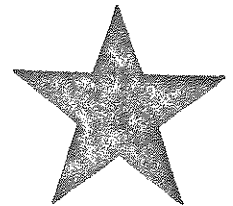
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the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

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

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

1. Required by the contract or agreement; or
  2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.



Reviewed By  
Office of Town Attorney

Harmless Agreement for Use of Town Property and/or Equipment

This Agreement is made this 9 day of MAY 2023, by IL GIGLIO USA LLC (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 7/21/2023 through 7/31/2023.

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

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

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

Name of Organization:

IL GIGLIO USA LLC.

Address of Organization:

PO Box 729  
HOLBROOK, NY 11741

By: JOSEPH MINIONE  
Authorized Representative

Title: FEAST CHAIRMAN

Telephone Number:

[REDACTED]

*Reviewed by Town Attorney*  
*[Signature]*



Meeting of July 18, 2023

Resolution No. 513-2023

WHEREAS, Lenore Cox has requested to donate a memorial plaque to be placed on an existing bench at Philip B. Healey Beach, Massapequa, in memory of BethAnn Gagliano; 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 July 3, 2023, recommended that the Town accept said donation,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town hereby accepts the donation of \$750.00 from Lenore Cox to donate a memorial plaque to be placed on an existing bench at Philip B. Healey Beach, Massapequa, in memory of BethAnn Gagliano.

-#-

Reviewed By  
Office of Town Attorney  
*[Signature]*

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

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

513

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

**TO:** Memorandum Docket  
**FROM:** Joseph G. Pinto, Commissioner of Parks  
**SUBJECT:** Memorial Plaque and Existing Bench  
**DATE:** July 3, 2023

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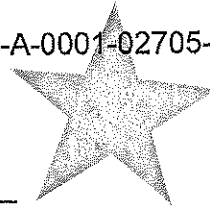
The Department of Parks has received a request from Lenore Cox (letter attached) requesting a memorial plaque on an existing bench at Philip B. Healey Beach in memory of BethAnn Gagliano.

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

In accordance with Town Board Resolution 760-2022, adopted October 25, 2022, the Department of Parks respectfully requests Town Board Approval to accept a donation of \$750.00 from Lenore Cox.

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:** lenore Cox [REDACTED]  
**Sent:** Monday, June 5, 2023 12:33 PM  
**To:** Diann Codispodo  
**Subject:** Memorial plaque existing bench Florence beach

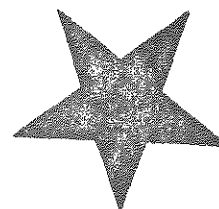
CAUTION: This email originated from outside of our organization! Do not click links, open attachments or reply, unless you recognize the sender's email address and know the content is safe!

Hi Diann - my name is Lenore Cox , we would like to donate an 8x4 plaque on an existing bench at Florence Ave Beach in Massapequa, in honor of BethAnn Gagliano.

I look forward to hearing from you on the next steps.

Regards,

Lenore  
[REDACTED]



Reviewed By  
Office of Town Attorney

*America Wolfe*

Meeting of October 25, 2022

Resolution No.760-2022

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

FEES FOR A MEMORIAL PLAQUE:

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

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

FEES FOR A MEMORIAL PLAQUE AND A NEW BENCH:

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

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

FEES FOR A MEMORIAL PLAQUE PLACED ON AN EXISTING BENCH:

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

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

FEES FOR A MEMORIAL PLAQUE PLACED UNDER AN EXISTING TREE:

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

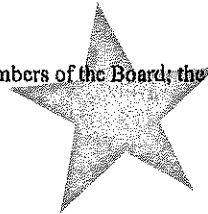
8" x 6" plaque placed under an existing tree is \$550.00

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

-#-

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

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



Meeting of July 18, 2023

Resolution No. 514-2023

RESOLVED, That the Town Board hereby ratifies the action of the Town Clerk, in publishing the New York State Department of Transportation Single Audit Report, for the period beginning on January 1, 2022 and ending on December 31, 2022, in compliance with Article 3 of the New York State General Municipal Law, requiring public verification of said report and filing with the State Comptroller, *nunc pro tunc* to July 7, 2023.

-#-

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	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye



TOWN OF OYSTER BAYINTER-DEPARTMENTAL MEMORANDUM

July 7, 2023

TO: Memorandum Docket

FROM: Sheila Tarnowski, Legislative Affairs

THRU: Frank M. Scalera, Town Attorney

SUBJECT: Town of Oyster Bay  
External Audit Report - New York State  
Department of Transportation  
for the year ended December 31, 2022.

---

In accordance with an amendment to Article 3 of the General Municipal Law, as amended, effective January 1, 1989, the subject report must be filed with the State Comptroller within ten (10) days after filing. It further requires the Town Clerk to publish a Notice within ten (10) days to provide for the written responses to audit findings and recommendations.

The report has been forwarded to the State Comptroller. Further the Town Clerk will publish a public notice in Newsday to meet the requirements by law.

The Comptroller's Office has indicated there are no findings that require written response.

A resolution related to the above mentioned report ratifying the action of the Town Clerk in publishing the report should be adopted by the Town Board at their next meeting, *nunc pro tunc* to July 7, 2023.

FRANK M. SCALERA  
TOWN ATTORNEY

*Sheila Tarnowski*  
Sheila Tarnowski  
Director, Legislative Affairs



FMS:ST:pc

Meeting of July 18, 2023

Resolution No. 515-2023

Reviewed By  
Office of Town Attorney  
Elizabeth A. Taugher

RESOLVED, That the Town Board hereby ratifies the action of the Town Clerk, in publishing the External Audit Report Town of Oyster Bay Town Clerk Agency Funds - for the period beginning on January 1, 2022, and ending on December 31, 2022, in compliance with General Municipal Law, Article 3, requiring public verification of said report and filing with the State Comptroller, *nunc pro tunc* to July 7, 2023.

-#-

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

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

TOWN OF OYSTER BAYINTER-DEPARTMENTAL MEMORANDUM

July 7, 2023

**TO:** Memorandum Docket

**FROM:** Sheila Tarnowski, Legislative Affairs  
**THRU:** Frank M. Scalera, Town Attorney

**SUBJECT:** Town of Oyster Bay  
External Audit Report – Office of the Town Clerk  
for the year ended December 31, 2022.

---

In accordance with an amendment to Article 3 of the General Municipal Law, as amended, effective January 1, 1989, the subject report must be filed with the State Comptroller within ten (10) days after filing. It further requires the Town Clerk to publish a Notice within ten (10) days to provide for the written responses to audit findings and recommendations.

The report has been forwarded to the State Comptroller. Further the Town Clerk will publish a public notice in Newsday to meet the requirements by law.

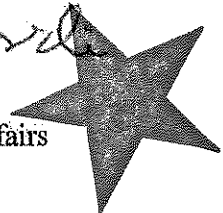
The Comptroller's Office has indicated there are no findings that require written response.

A resolution related to the above mentioned report ratifying the action of the Town Clerk in publishing the report should be adopted by the Town Board at their next meeting, *nunc pro tunc* to July 7, 2023.

FRANK M. SCALERA  
TOWN ATTORNEY

*Sheila Tarnowski*

Sheila Tarnowski  
Director, Legislative Affairs



FMS:ST:pc

Meeting of July 18, 2023

Resolution No. 516-2023

WHEREAS, Frank M. Scalera, Town Attorney, and Paul S. Ehrlich, Deputy Town Attorney, by memorandum dated July 6, 2023, have advised that in connection with certain litigation, the services of Spano Abstract Service Corp., 350 Old Country Road, Suite 305, Garden City, New York 11530, were necessary in order to conduct a title search of a co-defendant's property in connection with pending motion practice in the civil action styled *Prestia v Henderson and Town of Oyster Bay, et. al*, Nassau County Index No. 62010/2019,

WHEREAS, Frank M. Scalera, Town Attorney, and Paul S. Ehrlich, Deputy Town Attorney, by the aforementioned memorandum, request and recommend that the Town Board authorize payment to Spano Abstract Service Corp., in an amount of \$325.88, to satisfy the outstanding invoice, with respect to the aforementioned matter, 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 recommendation as hereinabove set forth is hereby accepted and approved and the Comptroller is hereby authorized and directed to make payment to Spano Abstract Service Corp, in an amount of \$325.88, with respect to the aforementioned matters, with funds to be drawn from Account No. OTA A 1420 44110 000 0000, and be it further

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

-#-

MS  
Reviewed By  
Office of Town Attorney

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

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

Town of Oyster Bay  
Inter-Departmental Memo

576

**TO** : Memorandum Docket  
**FROM** : Office of the Town Attorney  
**DATE** : July 6, 2023  
**SUBJECT**: Prestia v. Henderson, Fine No.: 2019-7171  
Litigation related title search fees

---

In order to effectively represent the Town in motion practice in the matter entitled Prestia v. Henderson, et. al, Nassau County Index Number 612010/2019, TOB File No.: 2019-7071, it was necessary for the Town Attorney's Office to conduct a title search on a property to determine the presence and limitations of the Town's Right of Way. The Town Attorney's Office retained the services of Spano Abstract Service Corp., 350 Old Country Road, Suite 305, Garden City, New York 11530, to conduct the search. The cost incurred in connection with the title search was \$325.88.

Pursuant to Procurement Policy Guideline 6, it is recognized that from time to time, Town Departments must retain individuals or companies, such as, specifically, Title Companies, to provide various professional services, and certain other services requiring a special or technical skill, training or expertise, which must be selected based on accountability, reliability, responsibility, skill, education and training, professional judgment and integrity. As a result, the retention of Spano Abstract Service Corp., is in accordance with the Town's Procurement Policy.

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

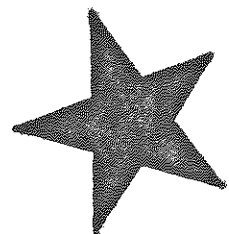
Accordingly, attached hereto for Town Board consideration is a proposed resolution to authorize payment to Spano Abstract Service Corp. in an amount not to exceed \$325.88, with funds to be drawn from Account No. OTA A 1420 44110 000 0000.

FRANK M. SCALERA  
TOWN ATTORNEY



Paul S. Ehrlich  
Deputy Town Attorney

PSE:pe  
Attachment  
2019-7171





## Spano Abstract Service Corp.

350 Old Country Road, Suite 205, Garden City, NY 11530 • Phone No. (516) 294-7037 • Fax No. (516) 742-9375 • E-Mail info@spanoabstract.com

Monday, April 17, 2023

Page 1 of 1

Town of Oyster Bay - Town Attorney Paul Ehrlich 54 Audrey Avenue Oyster Bay, NY 11771 516-624-6150 Fax No. 516-624-6196	<b>Invoice</b> Account Number: 2886 Search Number: SS13774
---	--

Order Details: Ordered: 11/30/2022 Customer Reference: ANDERSON  
Remarks:  
Owners: KYLE FRANK ANDERSON  
Premises: 226 Forest Avenue, MASSAPEQUA, NY 11758 (Nassau County)

Date	Description of charges	Amount	Sales Tax *	Payments	Amount due
12/07/2022	right of way searches on three properties	\$350.00	\$30.19	\$0.00	\$380.19

\* Sales Tax for Nassau - 8.625%

Please make checks payable to:  
**Spano Abstract Service Corp.**  
350 Old Country Road, Suite 205  
Garden City, NY 11530

Charges:	\$350.00
Sales Tax:	\$30.19
Payments: -	\$0.00
Total Due:	\$380.19

Credit Card payments can be made at:

<https://secure.affinipay.com/pages/spanoabstract/payments>

Please return this portion with your payment.

Name: Town of Oyster Bay - Town Attorney  
Paul Ehrlich

Invoice Amount: \$380.19

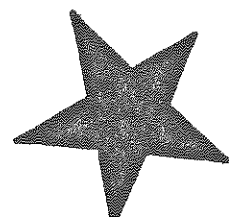
Amount Enclosed: \$

☐ Please apply payment towards Search Number(s) SS13774.

☐ Please apply payment towards balance under Account Number 2886.

REC'D TOWN ATTORNEY  
20 MAY 1 2023 11:40

Terms: All charges due within 30 upon receipt without penalty. Please make checks payable to Spano Abstract Service Corp.



Meeting of July 18, 2023

Resolution No. 517-2023

WHEREAS, by Resolution No. 799-2022, adopted on November 15, 2022, the Town Board authorized Nelson, Pope & Voorhis, LLC, Hardesty & Hanover, and Cameron Engineering & Associates, LLP to provide General Planning Services, on an as-needed basis, for the period commencing January 1, 2023 through December 31, 2023; and

WHEREAS, Harold B. Mayer, Jr., Esq., Commissioner, Department of Planning and Development, by memoranda dated June 29, 2023 and July 10, 2023, advised that the Department is utilizing the services of Nelson, Pope & Voorhis, LLC, to begin a comprehensive density planning study in order to allow for the proper growth of the Town of Oyster Bay, and requested Town Board authorization to encumber funds in an amount not to exceed \$250,000.00, which 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 hereby approved, and the Department of Planning and Development is hereby authorized to encumber funds in an amount not to exceed \$250,000.00, in Account No. PAD B 8020 44800 000 0000, and to pay claims of Nelson, Pope & Voorhis, LLC, and their subcontractors, with respect to their assistance in preparing a comprehensive density planning study, upon submission of a duly certified claim, after audit.

-#-

*pad*  
Reviewed By  
Office of Town Attorney  
*[Signature]*

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

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

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

**TO: MEMORANDUM DOCKET**

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

**DATE: JULY 10, 2023**

**SUBJECT: SUPPLEMENTAL DOCKET MEMORANDUM**  
**JULY 4, 2023 DOCKET – NUMBER 18**  
**DENSITY PLANNING STUDY**  
**REQUEST FOR AUTHORIZATION FOR INCREASED EXPENDITURES**  
**ACCOUNT NUMBER PAD B 8020 44800 000 0000**

---

On November 15, 2022, the Town Board adopted Resolution Number 799-2022 authorizing Nelson, Pope & Voorhis, LLC, Hardesty & Hanover and Cameron Engineering & Associates, LLP to provide General Planning Services, on an as-needed basis, for the period from January 1, 2023 through December 31, 2023.

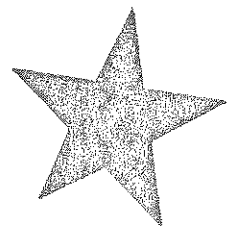
During this past year, the Department of Planning and Development has found it necessary to begin a comprehensive density planning study in order to allow for the proper growth of the Town of Oyster Bay. This Department has received a proposal from Nelson, Pope & Voorhis, LLC to assist in preparing this density planning study.

It is respectfully requested that Nelson, Pope & Voorhis, LLC and their subcontractors be authorized for payments in an amount not to exceed \$250,000.00 to allow representatives of Nelson, Pope & Voorhis, LLC, and their subcontractors, to prepare the density planning study on behalf of this Department for the remainder of 2023 calendar year.

Please be advised that funds for this request will be made available in account number PAD B 8020 44800 000 0000 pending a transfer of funds before the Town Board under a separate docket item.

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

HBM:tz





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

**TO: MEMORANDUM DOCKET**

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

**DATE: JUNE 29, 2023**

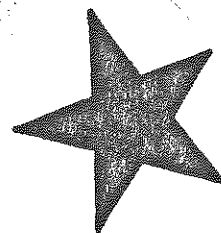
**SUBJECT: DENSITY PLANNING STUDY**

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Additional information will be provided in a Supplemental Docket Memorandum. I therefore, recommend and request that a space be reserved at the next Town Board meeting on July 18, 2023.

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

HBM:dm



Meeting of November 15, 2022

Resolution No. 799-2022

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

WHEREAS, by Resolution No. 262-2021, adopted on May 4, 2021, the Town Board authorized the Department of Planning and Development to enter into Agreements with Nelson, Pope & Voorhis, LLC, 70 Maxess Road, Melville, New York 11747, Hardesty & Hanover, 105 Maxess Road, Suite N109, Melville, New York 11747, and Cameron Engineering & Associates, LLP, 177 Crossways Park Drive, Woodbury, New York 11797, to provide the Department with technical assistance relating to General Planning Services, on an as-needed basis, for projects presented for Town Board approval, for the period commencing May 5, 2021 through December 31, 2021, with two (2) one (1) year extension options; and

WHEREAS, by Resolution No. 77-2022, adopted on February 8, 2022, the Town Board authorized the Department of Planning and Development to exercise the option for the first one (1) year extension of the Agreements with Nelson, Pope & Voorhis, LLC, Hardesty & Hanover, and Cameron Engineering & Associates, LLP, for the period commencing from January 1, 2022 through December 31, 2022; and

WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memorandum dated October 13, 2022, requested Town Board authorization for the Department of Planning and Development to exercise the option for the second one (1) year extension of the Agreements with Nelson, Pope & Voorhis, LLC, Hardesty & Hanover, and Cameron Engineering & Associates, LLP, for the period commencing from January 1, 2023 through December 31, 2023; and

WHEREAS, Commissioner Maccarone, by said memorandum, advised that the Office of the Inspector General has reviewed the vendors' disclosure questionnaires, and is satisfied that the Town of Oyster Bay Procurement Policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved and that the Department of Planning and Development is hereby authorized to exercise the option for the one (1) year extension of the Agreements with Nelson, Pope & Voorhis, LLC, Hardesty & Hanover and Cameron Engineering & Associates, LLP, to provide the Department with technical assistance relating to General Planning Services, on an as-needed basis, for projects presented for Town Board approval, for the period commencing from January 1, 2023 through December 31, 2023; and be it further

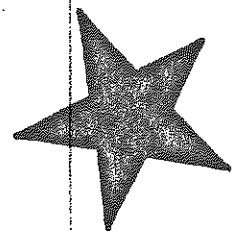
RESOLVED, That the services rendered by the aforementioned Consultants shall be paid for from an escrow account held by the Town with monies deposited by applicants to the Town Board; and be it further

RESOLVED, That the Town Comptroller is hereby authorized and directed to make payment for same, after review and approval of said payments by the Department of Planning and Development, and 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	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye



**Inter-Departmental Memo**

TO: MEMORANDUM DOCKET

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

DATE: OCTOBER 13, 2022

SUBJECT: CONTRACT EXTENSION  
GENERAL PLANNING SERVICES  
TOWN OF OYSTER BAY  
DEPARTMENT OF PLANNING AND DEVELOPMENT

On May 4, 2021 the Town Board adopted Resolution No. 262-2021 authorizing the Town to enter into agreement with Nelson, Pope & Voorhis, LLC, Hardesty & Hanover and Cameron Engineering & Associates, LLP to assist with General Planning Services in the Town of Oyster Bay, and the Department of Planning and Development for a period commencing May 5, 2021 through December 31, 2021, with an option for two (2) one (1) year extensions.

On February 8, 2022, the Town Board adopted Resolution No. 77-2022 authorizing the 1<sup>st</sup> one (1) year extension option for the period of January 1, 2022 through December 31, 2022.

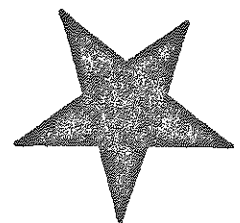
In view of the above we hereby respectfully request that the contract with Nelson, Pope & Voorhis, LLC, 70 Maxess Road, Melville, NY 11747, Hardesty & Hanover, 105 Maxess Road, Suite N109, Melville, NY 11747 and Cameron Engineering & Associates, LLP, 177 Crossways Park Drive, Woodbury, NY 11797, be continued for the 2<sup>nd</sup> one (1) year extension for the period January 1, 2023 through December 31, 2023.

The office of the Inspector General has reviewed the vendor's disclosure questionnaire and is satisfied that the Town of Oyster Bay Procurement Policy has been fulfilled.

Services of the Consultants are to be provided on an as needed basis. A separate Memorandum Docket and Account No. will be provided at the time actual services are required.

*Elizabeth L. MacCarone*  
ELIZABETH L. MACCARONE  
COMMISSIONER

ELM/dm



WHEREAS, by Resolution No. 262-2021, adopted on May 4, 2021, the Town Board authorized the Town to enter into an agreement with Nelson, Pope & Voorhis, LLC, Hardesty & Hanover and Cameron Engineering & Associates, LLP to assist with General Planning Services for a period commencing May 5, 2021 through December 31, 2021, with an option for two (2) one (1) year extensions; and

WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memorandum dated January 20, 2022, requested Town Board authorization to exercise the first one-year extension, for the period January 1, 2022 through and including December 31, 2022; and

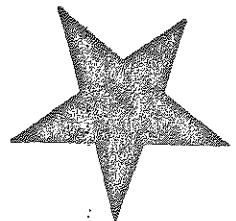
WHEREAS, Commissioner Maccarone, by said memorandum, further advised that the Office of the Inspector General has reviewed the proposed vendor's disclosure questionnaires and is satisfied that the Town's Procurement Policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the agreement with Nelson, Pope & Voorhis, LLC, Hardesty & Hanover, and Cameron Engineering & Associates, LLP to assist with General Planning Services is hereby extended for the period January 1, 2022 through and including December 31, 2022, nunc pro tunc.

#

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

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



Received By  
Office of Town Attorney  
*[Signature]*



# NELSON POPE VOORHIS

*environmental • land use • planning*

July 6, 2023

Harold B. Mayer, Jr., Commissioner  
Town of Oyster Bay Department of Planning and Development  
74 Audrey Avenue  
Oyster Bay, NY 11771

**Re: Planning Support Services - Growth Analysis**

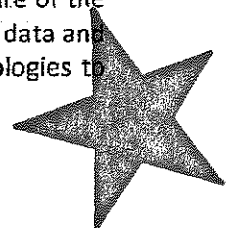
Dear Commissioner Mayer:

Nelson, Pope & Voorhis, LLC (NPV) is pleased to submit this proposal to the Town of Oyster Bay Department of Planning & Development (P&D) for planning support services to complete an analysis of the potential effects of future growth within the Town.

The Town of Oyster Bay offers its residents extraordinary services and resources, which contribute to an exceptional quality of life that makes the Town one of the most desirable places to live in the entire United States. However, there is increasing pressure to accommodate accelerated growth which poses the potential to adversely affect these vital services and resources in ways that have not yet been adequately defined. The purpose of the investigation contemplated by this proposal is to undertake the necessary technical analyses to more clearly describe the impacts that can be expected if the Town were subjected to significant growth and, to the degree practicable, to define thresholds that would protect the quality of life for the Town's residents.

It is well known that the original development model in the Town of Oyster Bay accommodated a suburban pattern of growth in response to a specific demand for this type of living arrangement in the immediate aftermath of World War II. This model predominates in the Town today and is the foundation of the communities from Bayville to Massapequa. Most of these communities also have well-defined downtowns, which support the surrounding residential areas with the necessary level of goods and services. As the Town evolved, additional uses were incorporated into the Zoning Code to adapt to changing demographic conditions, including the establishment of a range of multi-family residential districts, as well as special districts for senior-resident and next-generation housing. Most recently, the Town created a downtown district for Hicksville to encourage Transit-Oriented Development (TOD) in the area around the busiest train station on Long Island. However, there remains continuing pressure for ever-increasing development density throughout the Town. To date, impact analysis has been undertaken on a project-by-project, incremental basis, without a view toward the ultimate, cumulative effect on the Town. The present proposal is intended to address this need for a comprehensive, forward-looking land use planning assessment to ensure that the Town's high quality of life is preserved and protected for future generations.

Since this is a unique and comprehensive study, NPV proposes that an initial phase entailing research be conducted to define the most appropriate methodologies for assessing the impacts of development trends, which would identify limiting factors that should be considered in planning for the future of the Town's land use. NPV will provide planning and research support to P&D, to establish baseline data and work with the Town to evaluate important resources towards identifying preferred methodologies to assess population density and limitations in resources and services within the Town.



NPV proposes to undertake the land use planning element of the investigation, addressing various parameters that encompass community character, which is a critical factor in defining quality of life. Additionally, it is anticipated that a range of technical specialties will be needed to complete the requisite impact analyses, given the overall scope and magnitude of the project. Our initial review for the purposes of this proposal indicates that additional consulting assistance may be expected for the following disciplines:

- Transportation, traffic and parking
- Water supply
- Sanitary waste disposal
- Other community services
- Public health, safety and welfare.

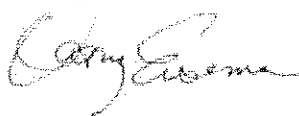
In consideration of the tasks outlined herein, it is respectfully requested that a budget in the amount of \$250,000 be allocated through the end of 2023. This proposed fee would allow NPV to develop the detailed methodology and initiate the land use planning element of the overall investigation, and also would be available to other members of the consulting team, as recommended by NPV and approved by the Town, to provide technical support in the various specialty disciplines. NPV proposes to act as the primary consultant, providing overall coordination and guidance for the consulting team, based on direction from the Town.

NPV will provide a more particularized scope of work once the specific methodologies for the project have been determined in coordination with the Town during the first phase of the work.

If you have any questions, please feel free to call (631) 427-5665 ext. 208 or contact me by email at [keiseman@nelsonpopevoorhis.com](mailto:keiseman@nelsonpopevoorhis.com).

Respectfully submitted,

**Nelson Pope Voorhis**



Kathryn Eiseman, AICP

Partner/Division Manager

Meeting of July 18, 2023

Resolution No. 518-2023

7/18/23  
REVIEWED BY  
OFFICE OF TOWN ATTORNEY

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated June 23, 2023, advised that D&B Engineers and Architects, D.P.C., by letter dated June 21, 2003, informed the Department that it made a final inspection of the work performed pursuant to Contract No. DP22-236, TOBAY Beach Marina Bulkhead Upgrades, certified that the contractor, Galvin Bros., Inc./Madhue Contracting, Inc. joint venture, complied with all of the requirements of the Contract, and recommended that the Town accept said Contract as having been completed; and

WHEREAS, final construction costs were in the amount of \$3,057,400.00; 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 November 14, 2022, and to be completed within one hundred twenty (120) calendar days, on March 14, 2023, with a revised completion date of May 1, 2023, with actual work completed on May 1, 2023; and

WHEREAS, the Office of the Town Attorney and the Office of the Town Comptroller, by memoranda dated June 28, 2023 and July 5, 2023, respectively, 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, Department of Parks, by memorandum dated June 30, 2023, concurred with the recommendation of final acceptance of this project,

NOW, THEREFORE, BE IT RESOLVED, That upon the recommendations as hereinabove set forth, Contract No. DP22-236, is hereby accepted as being complete, at a final construction cost of \$3,057,400.00, 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	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

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

June 23, 2023

TO: MEMORANDUM DOCKET

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

SUBJECT: SUPPLEMENTAL MEMO TO ITEM NO. 27  
DOCKET OF JULY 4, 2023  
ACCEPTANCE AND FINAL PAYMENT  
TOBAY BEACH MARINA BULKHEAD UPGRADES  
CONTRACT NO. DP22-236

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In furtherance to Item No. 27 of the docket of July 4, 2023, attached herewith are the following:

1. A letter dated June 21, 2023 from D&B Engineers and Architects, D.P.C. recommending final acceptance by the Town of Oyster Bay;
2. The consultant's final engineer's certificate for Galvin Bros., Inc./Madhue Contracting, Inc, dated June 20, 2023;
3. A statement from the Town Attorney's office indicating there are no legal hindrances;
4. A statement from the Town Comptroller indicating there are no financial hindrances which would delay the acceptance of this contract;
5. A statement from the Parks Department concurring with final acceptance.

Work under this contract was directed to proceed as of November 14, 2022 to be completed within 120 calendar days on March 14, 2023 and extended to May 1, 2023 by Resolution No. 242-2023. Actual work was completed on May 1, 2023.

Final construction costs amount to \$ 3,057,400.00.

We hereby concur with the recommendation of D&B Engineers and Architects, D.P.C. that request that the Town Board accept this project as being complete and that all final payments be made to the contractor after the customary review of the engineer's certificate and claim by the Comptroller.

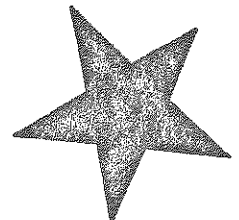
  
RICHARD W. LENZ, P.E.  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

RWL/MR/JP/lc

Attachments

c: Steven C. Ballas, Town Comptroller  
Joseph G. Pinto, Commissioner of Parks  
Frank M. Scalera, Town Attorney

DP22-236 TOBAY BEACH MARINA BULKHEAD UPGRADES ACCEPTANCE & FINAL PAYMENT SUPP77777777







**D&B ENGINEERS  
AND ARCHITECTS**

330 Crossways Park Drive, Woodbury, New York 11797  
516-364-9890 • 718-460-3634 • Fax: 516-364-9045 • www.db-eng.com

**Principals**

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

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

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

Joseph H. Marturano  
Senior Vice President

June 21, 2023

Matt Russo, P.E., Deputy Commissioner  
Department of Public Works  
Division of Engineering  
Town of Oyster Bay  
150 Miller Place  
Syosset, NY 11791

Re: Town of Oyster Bay Department of Public Works  
TOBAY Beach Marina Bulkhead Upgrades  
Payment Requisition No. 6 (Final)  
TOB Contract No. DP22-236  
TOB Bid No. PW039-22  
D&B No. 5606

Dear Mr. Russo:

Enclosed please find Requisition No. 6 (Final) for Galvin Brothers, Inc./Madhue Contract, Inc., a JV, for the above-referenced project. In addition, an invoice, a Town of Oyster Bay Claim Form, Engineer's Certificate, AIA Application and Certificate for Payment, Contractor Affidavits and a one-year Maintenance Bond are enclosed. We have reviewed the application and find it acceptable. We recommend that you approve payment in the amount of \$152,870.00 to Galvin Brothers, Inc./Madhue Contract, Inc., a JV.

If you have any questions, please feel free to call me at (516) 364-9890, Ext. 3999.

Very truly yours,

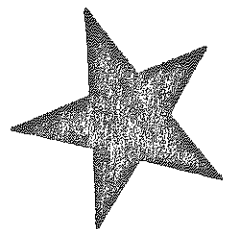
Frank Merklin, P.E.  
Project Manager

FM/kb

Enclosures

cc: P. Sachs (D&B)

♦5606FM062123MR-Ltr



# APPLICATION AND CERTIFICATE FOR PAYMENT FOR SUBCONTRACTOR AIA DOCUMENT G702/CMA

PAGE 1 OF 2 PAGES

TO OWNER: Town of Oyster Bay  
150 Miller Place  
Syosset, New York 11791

TO ENGINEER: D&B Engineers and Architects  
330 Crossways Park Drive  
Woodbury, NY 11797

FROM CONTRACTOR: Galvin Bros., Inc./Madhus Contracting, Inc., a joint venture  
149 Steamboat Road  
Great Neck, NY 11024

APPLICATION NO: 6

PERIOD TO: 5/1/2023

PROJECT NO.: DP22-236

Distribution to:  
☒ OWNER  
☐ CONSTRUCTION MANAGER

Project: Tobay Beach Marina

## SUBCONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL SUBCONTRACT SUM ..... \$3,057,400.00  
2. Net change by Change Orders ..... \$0.00  
3. SUBCONTRACT SUM TO DATE (Line 1 ± 2) ..... \$3,057,400.00  
4. TOTAL COMPLETED & STORED TO DATE ..... \$3,057,400.00

5. RETAINAGE:  
a. 5 % of Completed Work \$ -  
b. 5 % of Stored Material \$0.00  
Total Retainage (Lines 5a + 5b or)  
(Line 4 less Line 5 Total) \$ -

6. TOTAL EARNED LESS RETAINAGE ..... \$ 3,057,400.00  
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) ..... \$2,904,530.00

8. CURRENT PAYMENT DUE ..... \$152,870.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE ..... \$0.00  
(Line 6 less Line 8)

The undersigned Subcontractor 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 Subcontractor 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: Galvin Bros., Inc./Madhus Contracting, Inc., a joint venture

By: Esat Pelen Date: 5/1/2023

State of NY County of Nassau County

Subscribed and sworn to before me this 1<sup>ST</sup> day of May 2023

Notary Public

MAUREEN T. CONFORTIN  
Notary Public, State of New York  
No. 01CO4850065

Qualified in Suffolk County  
Commission Expires January 20 2026

## CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... \$ 152,870.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

CONSTRUCTION MANAGER:

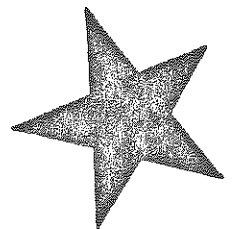
By: Frank Medina Date: 6/20/23

OWNER:

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

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved		
In previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS :	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	



	<u>THIS INVOICE</u>	<u>TO DATE</u>
Total Earned	\$0.00	\$3,097,400.00
Less 5%	\$0.00	\$0.00
	<u>\$0.00</u>	<u>\$3,097,400.00</u>
Less Previous Invoices		\$2,904,530.00
Amount Currently Due		<u>\$192,870.00</u>
Balance to Finish + Retainage		\$0.00

TOWN OF OYSTER BAY  
Inter-Departmental Memo

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

FROM: PAUL S. EHRLICH  
DEPUTY TOWN ATTORNEY

DATE: July 5, 2023

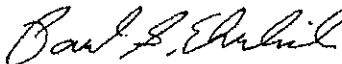
SUBJECT: FINAL ACCEPTANCE  
TOBAY BEACH MARINA BULKHEAD UPGRADES  
CONTRACT NO. DP22-236

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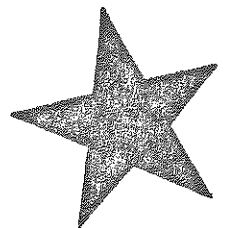
In reply to your memorandum of June 26, 2023, please be advised that the records of this office disclose no pending litigation or other obstacles which would prevent the final acceptance of the above-referenced Contract.

By copy of this memorandum, the contractor, Galvin Bos, Inc./Madhue Contracting, Inc., a joint venture's Maintenance Bond No. 015218846M is being forwarded to the Town Clerk. We have reviewed the Maintenance Bond and have approved same as to form.

FRANK M. SCALERA, ESQ.  
TOWN ATTORNEY

By:   
Paul S. Ehrlich  
Deputy Town Attorney

Cc: Comptroller  
Town Clerk (with Bond)



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

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

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

**DATE: JUNE 28, 2023**

**SUBJECT: FINAL ACCEPTANCE – TOBAY BEACH MARINA BULKHEAD**  
**UPGRADES**  
**CONTRACT NO. DP22-236**

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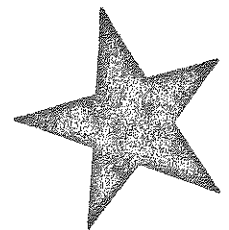
In response to your memo dated June 26, 2023, copy enclosed, please be advised that there are no financial hindrances that would delay the acceptance of this contract.

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

Enclosure

SCB/dim:bk

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



## TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

June 30, 2023

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  
TOBAY BEACH MARINA BULKHEAD UPGRADES  
CONTRACT NO. DP22-236

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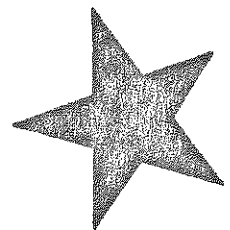
The Department of Parks is in receipt of the above noted memo dated, June 26, 2023.

The Department of Parks concurs with the final acceptance of the *TOBAY Beach Marina Bulkhead Upgrades* 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



Meeting of April 18, 2023

Resolution No.242-2023

WHEREAS, by Resolution No. 644-2022, adopted on September 13, 2022, the Town Board awarded Contract No. DP22-236, Tobay Beach Marina Bulkhead Upgrades, Massapequa, New York, to Galvin Bros. Inc./Madhue Contracting, Inc., a Joint Venture, with an estimated construction time for completion of the contract of one hundred twenty (120) calendar days; and

WHEREAS, Richard W. Lenz, P.C., Commissioner, Department of Public Works, by memorandum dated March 24, 2023, and Philip R. Sachs, P.E., D&B Engineers and Architects, D.P.C., by letter dated March 14, 2023, advised that it is necessary and essential to extend the completion date of Contract No. DP22-236 an additional forty-eight (48) calendar days, beyond the current completion date of March 14, 2023 to May 1, 2023, due to a widened scope of work as well as the result of the effect of tidal conditions limiting access to the work area, and thus requested such extension of time, in which to complete said Contract,

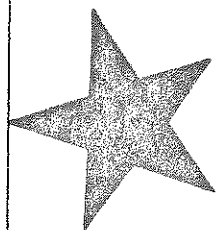
NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and in connection with Contract No DP22-236, Galvin Bros. Inc./Madhue Contracting, Inc., a Joint Venture, is hereby granted an extension of time to May 1, 2023, in which to complete Contract No. DP22-236.

-#-

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

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

Reviewed By  
Office of Town Attorney  
*Philip R. Sachs*



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

June 30, 2023

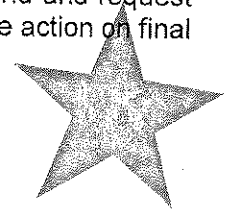
TO: MEMORANDUM DOCKET

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

SUBJECT: ACCEPTANCE AND FINAL PAYMENT  
TOBAY BEACH MARINA BULKHEAD UPGRADES  
CONTRACT NO. DP22-236  
SUPPLEMENTAL MEMO TO FOLLOW

---

Additional information will be provided in a Supplemental Docket Memorandum regarding the above-referenced project at the next docket meeting. We, therefore, recommend and request that a space be reserved at the next Town Board meeting on July 18, 2023 to take action on final acceptance of the Tobay Marina Bulkhead Upgrades project.



A handwritten signature in cursive script, reading "Richard W. Lenz, P.E.", written over a horizontal line.

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

  
RWL/MR/JP/lc

cc: Steven C. Ballas, Town Comptroller  
Joseph G. Pinto, Commissioner of Parks  
Frank M. Scalera, Town Attorney

DP22-236 Tobay Beach Marina Bulkhead Upgrades Acceptance & Final Payment Save the Space



REVIEWED BY  
OFFICE OF TOWN ATTORNEY

WHEREAS, by Resolution No. 747-2021, adopted on December 7, 2021, the Town Board authorized the Department of Public Works to enter into Contract No. PWC19-22, On-Call Engineering Service Request Relative to Structural Engineering, with the firm of Hirani Engineering & Land Surveying, P.C., 120 West John Street, Hicksville, New York 11801, for a two (2) year Contract term, commencing on January 1, 2022 through December 31, 2023; and

WHEREAS, Jim Hirani, President, Hirani Engineering and Land Surveying, P.C., by letter dated June 30, 2023, and Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memoranda June 30, 2023 and July 7, 2023, requested that the Town Board authorize and direct the Town Comptroller to issue an encumbrance order in an amount not to exceed \$68,837.82, for the work to be performed in connection with Contract No PWC19-22, On-Call Engineering Service Request Relative to Structural Engineering, with said work to include additional inspection services for the installation of a waterproofing membrane on the upper level, and design services for structural and water infiltration improvements at the Hicksville Parking Facility; and

WHEREAS, Commissioner Lenz, by said memorandum, advised that the funds for said payment are available in Account No. HWY H 5997 20000 000 2104 016, Project ID NO. 2104HWYST-02; and

WHEREAS, Commissioner Lenz, by said memorandum, further advised that the Town has reviewed the proposed vendor's disclosure questionnaire and the Town's Procurement Policy standards have been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and in connection with Contract No. PWC19-22, On-Call Engineering Service Request Relative to Structural Engineering, the Town Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed \$68,837.82, for work to be performed with respect to said contract; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. HWY H 5997 20000 000 2104 016, Project ID NO. 2104HWYST-02; and be it further

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

-#-

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

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

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

JULY 7, 2023

TO: MEMORANDUM DOCKET

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

SUBJECT: SUPPLEMENTAL MEMO TO DOCKET ITEM NO. 28  
DOCKET OF JULY 4, 2023  
ON-CALL ENGINEERING SERVICE REQUEST  
RELATIVE TO STRUCTURAL ENGINEERING  
CONTRACT NO.: PWC19-22  
ACCOUNT NO.: HWY H 5997 20000 000 2104 016  
PROJECT ID NO. 2104HWYST-02

---


In furtherance to Item No. 28 of the docket of July 4, 2023, 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. PWC19-22 by Resolution No. 747-2021 for the subject project.

Attached is a letter dated June 30, 2023 from Hirani Engineering & Land Surveying, P.C. regarding the scope of work to be performed in an amount not to exceed \$68,837.82. Services to be performed include additional inspection services for the installation of a waterproofing membrane on the upper level, and design services for structural and water infiltration improvements at the Hicksville Parking Facility.

Attached is an availability of funds in the amount of \$68,837.82 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. PWC19-22, On-Call Engineering Services Relative to Structural Engineering.

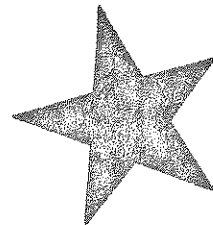
  
\_\_\_\_\_  
RICHARD W. LENZ, P.E.  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

RWL/MR/lk

Attachment

cc: Steve C. Ballas, Comptroller  
John Tassone, Chief Deputy Commissioner/DPW-Highway

PWC19-22 DOCKET HIRANI ADD 2022 FUNDS SUPP





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



Requesting Division/Department

HIGHWAY

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

Contract Number PWC19-22

Contract Period JANUARY 1, 2022 - DECEMBER 31, 2023

Consultant/Contractor HIRANI ENGINEERING & LAND SURVEYING, P.C.

Discipline STRUCTURAL ENGINEERING

Total Authorization \$288,361.82

Resolution No. 747-2021 Date 12/7/2021

Funded To Date \$219,524.00

Amount Requested \$68,837.82

Account To Be Used HWY H 5997 20000 000 2104 016, PROJ ID 2104HWYST-02

If Capital Account, State The Related Contract Number: H22-235

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.

DESIGN AND INSPECTION SERVICES FOR HICKSVILLE PARKING FACILITY

WATERPROOFING AND STRUCTURAL IMPROVEMENTS

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

DPW Approval

Only To Be Executed By The Commissioner

Signature [Signature]  
Title                       
Date                     

Signature [Signature]  
Title Commissioner of Public Works  
Date 7/6/23

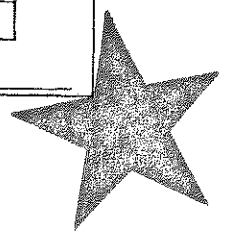
THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

Amount Requested 68,837.82

Unencumbered Balance 1,612,714.24

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

Signature [Signature] Date 7/5/23





# TOWN OF OYSTER BAY

## WORK ORDER



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

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

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

Contract Start 1/1/2022

Contract No. PWC19-22

Contract End 12/31/2023

Commencement Date JANUARY 1, 2022

**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 HIGHWAY

Contact MATTHEW RUSSO, P.E. Phone 516-677-5719

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

DESIGN AND INSPECTION SERVICES FOR FOR HICKSVILLE PARKING FACILITY

WATERPROOFING AND STRUCTURAL IMPROVEMENTS

**This work order shall not exceed \$ \$68,837.82**

*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]

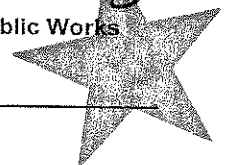
Signature [Signature]

Title \_\_\_\_\_

Commissioner of Public Works

Date \_\_\_\_\_

Date 7/6/23





# Hirani Engineering and Land Surveying, P.C.

Hirani Engineers ■ Land Surveyors ■ Construction Managers

June 30, 2023

Mr. Matt Russo, PE  
Town of Oyster Bay Dept. of Public Works  
150 Miller Place  
Syosset, NY 11791

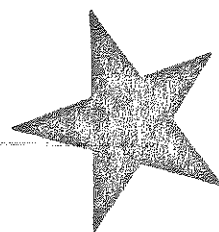
**RE: Hicksville Parking Garage Contract No. PWC19-22 (Hirani Project Number 17-0062)**

Dear Mr. Russo,

We are requesting additional funds under Contract No. PWC19-22 for requested services needed. The additional funds are necessary to cover the expenses of the inspection of the top deck waterproofing, design services for the trench drain reinforcement, and for design services of the sheet piling water infiltration issues in the total amount of \$68,837.82. We appreciate your assistance in this matter.

Sincerely,  
Hirani Engineering and Land Surveying, P.C.  
Jim Hirani

President



Meeting of December 7, 2021

Resolution No. 747-2021

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated November 22, 2021, advised that a Request for Proposals for On-Call Engineering Services relative to Structural Engineering, was issued in accordance with the specifications contained in Contract No. PWC19-22 for a two (2) year contract term commencing January 1, 2022 through December 31, 2023; and

WHEREAS, in response to that Request for Proposals, twelve (12) 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 the Guidelines 6 and 9 of the Town of Oyster Bay Procurement Policy, and in conjunction with the current workload, the Department has selected LiRo Engineers, Inc., Lockwood, Kessler & Bartlett, Inc., D & B Engineers and Architects, DPC, Cameron Engineering & Associates, LLP, H2M Engineers & Architects, and Hirani Engineering & Land Surveying, P.C.; and

WHEREAS, Commissioner Lenz, by Highway memorandum requested Town Board authorization for the Department of Public Works/Highway to enter into Contract No. PWC19-22, On-Call Engineering Services Relative to Structural Engineering with LiRo Engineers, Inc., Lockwood, Kessler & Bartlett, Inc., D & B Engineers and Architects, DPC, Cameron Engineering & Associates, LLP, H2M Engineers & Architects, and Hirani Engineering & Land Surveying, P.C., or a two (2) year term, commencing on January 1, 2022 through December 31, 2023, and

WHEREAS, the Inspector General has reviewed the Request for Proposals on the proposed vendors' disclosures, and is satisfied that the Procurement Policy has been fulfilled,

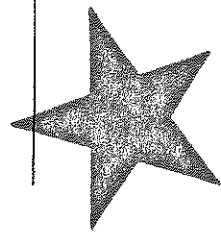
NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted and approved, and the Department of Public Works/Highway is hereby authorized to enter into Contract No. PWC19-22, On-Call Engineering Services Relative to Structural Engineering with LiRo Engineers, Inc., Lockwood, Kessler & Bartlett, Inc., D & B Engineers and Architects, DPC, Cameron Engineering & Associates, LLP, H2M Engineers & Architects, and Hirani Engineering & Land Surveying, P.C. for a two (2) year term, commencing on January 1, 2022 through December 31, 2023.

-#-

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

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

Reviewed By  
Office of Town Attorney  
*America Wolfe*



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

JUNE 30, 2023

TO: MEMORANDUM DOCKET


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

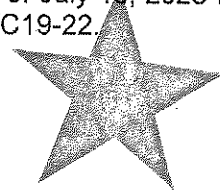
SUBJECT: ON-CALL ENGINEERING SERVICE REQUEST  
RELATIVE TO STRUCTURAL ENGINEERING  
CONTRACT NO: PWC19-22  
SUPPLEMENTAL MEMO TO FOLLOW

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The Division of Engineering is compiling the necessary paperwork for an on-call consultant service request authorization relative to structural engineering. Additional information will be provided by Supplemental Docket Memo.

It is hereby requested that a space be reserved at the Town Board meeting of July 18, 2023 for the Town Board to act on a request for authorization under Contract No. PWC19-22.

  
Richard W. Lenz, P.E.  
COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS



RWL/MR/lc

c: Steven Ballas, Comptroller

PWC19-22 HIRANI DOCKET ADD 2022 FUNDS RESERVE

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

WHEREAS, pursuant to Section 1174-a of the New York Vehicle and Traffic Law ("NY 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 NY VTL when meeting a school bus marked and equipped as provided in subdivisions twenty and twenty-one-c of Section 375 of the NY 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 NY 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 NY VTL; and

WHEREAS, pursuant to and, in accordance with, such Section 1174-a of the NYVTL, the Town of Oyster Bay on June 27, 2023 adopted a Local Law to add Chapter 116 "Failure to Stop for School Buses" 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 NY 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

WHEREAS, the installation of school bus monitoring cameras on school buses deters vehicle owners from overtaking and passing stopped school buses and reduces the incidence of possible injuries to students when riding school buses; and

WHEREAS, BusPatrol is able to provide an innovative, turn-key, and comprehensive school bus camera system to protect students when riding school buses on customary routes; and

WHEREAS, pursuant to New York's "piggybacking" law, Section 103(16) of the New York General Municipal Law, the Town "may contract for such services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, as may be required by such political subdivision or district therein through the use of a contract let by the United States of America or any agency thereof, any state or any other political subdivision or district therein if such contract was let to the lowest responsible bidder or on the basis of best value in a manner consistent with this section and made available for use by other governmental entities"; and



WHEREAS, the Town of Oyster Bay Purchasing Guidelines establishes procedures for the award of contracts by the Town, consistent with the requirements in Section 103 of the New York General Municipal Law; and

WHEREAS, Frank M. Scalera, Town Attorney, and Domenica Wolfe, Deputy Town Attorney, by memorandum dated July 12, 2023, advised that the Town intends to enter into agreement(s) with school districts ("Participating School Districts") within the Town authorizing the Town to contract with BusPatrol America, LLC, 8540 Cinder Bed Road, Suite 400, Lorton, VA 22079 ("BusPatrol") to install camera systems on school buses operated by or for such Participating School Districts, in order to monitor vehicles passing stopped school buses to impose civil or other penalties on vehicle owners for violating any of the aforesaid provisions of law; and

WHEREAS, the Town determined that the Agreement between BusPatrol and Dutchess County, New York, dated September 24, 2021, ("Dutchess County Agreement") is for the same or similar services as the Town desires from BusPatrol, is for the same or better pricing, and otherwise meets the criteria under Section 103(16) and the Town's Purchasing Guidelines; and

WHEREAS, BusPatrol agrees to enter into a master agreement (the "Master Agreement") with the Town under the terms and conditions that are the same or better than those set forth in the Dutchess County Agreement, except as expressly modified herein; and

WHEREAS, the Town represents that it has the authority, in accordance with the Local Law, to enter into the Master Agreement with BusPatrol on behalf of the Participating School Districts within the Town, to establish the terms and conditions upon which the Town may elect to allow BusPatrol to install, maintain and operate school bus photo monitoring systems within the Town, and does hereby award such Master Agreement to BusPatrol; and

WHEREAS, pursuant to the Local Law, Town will authorize BusPatrol to process violations as authorized by such Local Law and NY VTL Section 1174-a; and

WHEREAS, the Office of the Town Attorney reviewed the business and financial terms of this Master Agreement and confirmed that the said terms and conditions are beneficial to the public interest and enhanced safety and security for the children and community at large; and

WHEREAS, Town Attorney Scalera and Deputy Town Attorney Wolfe, by said memorandum, recommended that the Town enter into said Master Agreement with Bus Patrol for a period of one year, with the option to extend for additional one-year periods, not exceeding five (5) years in total, and that the Supervisor and/or his designee be authorized to execute said Master Agreement,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereabove set forth is accepted and it is authorized that the Town enter into the Master Agreement as recommended by the Town Attorney and the Supervisor and/or his designee is authorized to execute the Master Agreement and any other documents necessary to effectuate the Master Agreement.

-#-

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

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

520

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

TO: MEMORANDUM DOCKET  
FROM: Office of the Town Attorney  
DATE: July 12, 2023  
SUBJECT: Authorization to enter into an Agreement with BusPatrol America, LLC

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The Office of the Town Attorney recommends that the Town of Oyster Bay enter into an agreement with BusPatrol America, LLC ("BusPatrol"), a domestic corporation, with an office address at 8540 Cinder Bed Road, Suite 400, Lorton, VA 22079, to install and maintain camera systems on school buses operated by or for Participating School Districts as defined in the proposed Agreement. The purpose of the camera systems is to allow for the monitoring of vehicles passing stopped school buses to impose civil or other penalties on vehicle owners for violating Section 1174-a of the New York Vehicle and Traffic Law and Chapter 116 "Failure to Stop for School Buses" of the Code of the Town of Oyster Bay. BusPatrol will also issue notices of liability to vehicle owners who violate the law or Code.

The Office of the Town Attorney has negotiated said Agreement with BusPatrol, and requests that the Town Board authorize the Supervisor, or his designee, to execute the agreement, for a one-year period from August 1, 2023 through and including July 31, 2024, with the option to extend for additional periods of one year each, not exceeding five (5) years in total. There is no up-front cost to the Town for the camera installation. The cost of the camera installation and maintenance and issuance of notices of liability will be recouped by BusPatrol receiving a portion of fines collected as per the Agreement.

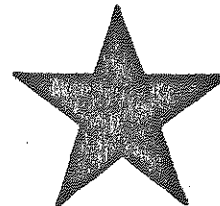
Kindly suspend the rules and place this matter on the docket so that the attached Resolution pertaining to this matter can be heard at the July 18, 2023 Town Board meeting.

FRANK M. SCALERA  
TOWN ATTORNEY

*Domenica Wolfe*

Domenica Wolfe  
Deputy Town Attorney

DRW:drw  
Attachment



Meeting of July 18, 2023

Resolution No. 521-2023

WHEREAS, pursuant to Resolution 432-2020, the legal services Rosenberg Calica & Birney, LLP, has previously been authorized in regard to Town zoning and land use matters;

WHEREAS, Frank M. Scalera, Town Attorney, and Jeffrey Lesser, Deputy Town Attorney, by memorandum dated July 13, 2023, requested Town Board authorization for the retention of the law firm, Rosenberg Calica & Birney, LLP, 100 Garden City Plaza, Garden City, NY 11530, to provide counsel to the Town as to issues of land use and density planning within the Town;

WHEREAS, the Office of the Town Attorney, 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 upon the recommendation of Frank M. Scalera, Town Attorney, and Jeffrey Lesser, Deputy Town Attorney, the abovementioned law firm is hereby retained to provide legal services relative to housing issues and proposals within the Town; and be it further

RESOLVED, That the Comptroller is authorized and directed to make payment for same in an amount not to exceed \$15,000.00 per year, upon submission of a duly certified claim, after audit by the Comptroller, in accordance with the fee provisions outlined herein, with funds to be drawn from Account No. OTA A 1420 44110 000 0000.

-#-

Reviewed By  
Office of Town Attorney

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

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

Town of Oyster Bay  
Inter-Departmental Memo

521

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: July 13, 2023

SUBJECT: Retention of Counsel as to Housing Density Proposals

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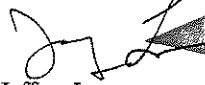
The Town has previously retained the law firm, Rosenberg Calica & Birney, LLP, 100 Garden City Plaza, Garden City, NY 11530, to handle zoning and land use matters for the Town. The Office of Town Attorney now seeks to retain Rosenberg Calica & Birney, LLP to provide counsel to the Town as to issues as to land use, density planning and increased growth within the Town.

As to address the legal land use, density planning and zoning issues within the Town, the Office of Town Attorney seeks Board authorization for the retention of the law firm, Rosenberg Calica & Birney, LLP, at a legal rate of \$395.00 per hour.

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 \$15,000.00, is available in Account No. OTA A 1420 44110 000 0000.

Kindly suspend the rules and place this matter on the July 18, 2023 Town Board Action Calendar.

FRANK M. SCALERA  
TOWN ATTORNEY

  
Jeffrey Lesser  
Deputy Town Attorney

JL:jl  
Attachment

Reviewed By  
Office of Town Attorney  
Matthew M. Rozea

WHEREAS, Matthew M. Rozea, Deputy Town Attorney, by memorandum dated August 7, 2020, advised that unbeknownst to the Town, within the last several weeks the owner/operator of the former Hampton Inn located at 120 Jericho Turnpike, Jericho began modifying the premises in order to operate a shelter for homeless individuals and/or families, without applying for or securing necessary permits, certificates, and other permissions relative to the changed use of the facility; and

WHEREAS, the owner/operator, 120 Westend, LLC, has ignored duly issued notices of violation, stop work orders, and summonses; and

WHEREAS, the Town saw the immediate need for judicial intervention in order to enforce the stop work orders, among other things, the Office of the Town Attorney solicited three (3) firms having experience in zoning and land use litigation to represent the Town as special litigation counsel; and

WHEREAS, the Office of the Town Attorney selected Rosenberg, Calica & Birney, LLP, 100 Garden City Plaza, Suite 408, Garden City, NY 11530 (the "Firm") to represent the Town in connection with its litigation against 120 Westend, LLC; and

WHEREAS, the Office of the Town Attorney, by the aforementioned memorandum, recommended and requested that the Town Board ratify the execution of the retainer agreement with the Firm, that the expenditure of an amount not to exceed \$35,000 be authorized to satisfy legal fees and disbursements, and that Office of the Town Attorney, through the Firm, be authorized to commence litigation against 120 Westend, LLC and any other person or entity responsible for violations of the Town Code at the subject property, with funds to be drawn from Account No. OTA A 1420 44110 000 0000,

NOW, THEREFORE, BE IT RESOLVED, That the requests and recommendations hereinabove set forth is accepted and approved, and the Town Board hereby ratifies the execution of the retainer agreement with the Firm, authorizes the expenditure of an amount not to exceed \$35,000 be authorized to satisfy legal fees and disbursements, and ratifies the Office of the Town Attorney's commencement of litigation against 120 Westend, LLC, and further authorizes litigation against any other person or entity responsible for violations of the Town Code at the subject property; and be it further

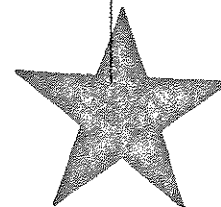
RESOLVED, that the funds for said payment shall be drawn from Account No. OTA A 1420 44110 000 0000; and be it further

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

- # -

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

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



Meeting of July 18, 2023

Resolution No. 522-2023

WHEREAS, Resolution No. 97-2020, adopted on January 28, 2020, authorized the Department of Human Resources to award the contract for Department of Transportation ("DOT") and Non-Department of Transportation ("Non-DOT") Drug and Alcohol Testing of Town Employees to COMPLY, Inc., for a period commencing January 1, 2020, nunc pro tunc, through December 31, 2020, with two one (1) year extension options, in an amount not to exceed \$25,000 per year; and

WHEREAS, Resolution No. 678-2020, adopted on December 8, 2020, authorized the exercise of the first renewal option for the period commencing January 1, 2021 through December 31, 2021, in an amount not to exceed \$25,000.; and

WHEREAS, Resolution No. 684-2021, adopted on December 7, 2021, authorized the exercise of the second renewal option for the period commencing January 1, 2022 through December 31, 2022, in an amount not to exceed \$25,000; and

WHEREAS, John Canning, Commissioner, Department of Human Resources, by memorandum dated July 13, 2023, advised that due to internal personnel changes, the Request for Proposals for DOT and non-DOT Testing to be done beyond December 31, 2022 was inadvertently never circulated. COMPLY, Inc., which has conducted testing for the Town for many years, and is in possession of years' worth of testing records of Town employees continued to conduct testing beyond December 31, 2022; and

WHEREAS, Commissioner Canning, by said memorandum, further advised that The Department of Human Resources has now prepared and circulated a Request for Proposals ("RFP"), seeking proposals from qualified firms to conduct DOT and non-DOT testing of Town employees. However, that RFP is not returnable until August 1, 2023, and when, and if, proposals are received they must be evaluated before a recommendation may be made to the Town Board for award of a contract. It is anticipated that the Department will not be in a position to recommend award of contract for a period to commence before October 1, 2023; and

WHEREAS, Commissioner Canning, by said memorandum, requested that the Town Board extend the Town's contract with COMPLY, Inc., nunc pro tunc, for the period from January 1, 2023 through September 30, 2023, and ratify the Department of Human Resources' use of Comply for DOT and non-DOT testing for the period from January 1, 2023 to date, at the same rates as set forth in the agreement which terminated on December 31, 2022, and authorize the Comptroller make payment for same upon presentation of a duly certified claim, after audit,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town Board hereby extends the Town's contract with COMPLY, Inc., nunc pro tunc, for the period from January 1, 2023 through September 30, 2023, and ratifies the Department of Human Resources' use of Comply for DOT and non-DOT testing for the period from January 1, 2023 to date, at the same rates as set forth in the agreement which terminated on December 31, 2022; and be it further

Reviewed By  
Office of Town Attorney  
*James J. McHale*

Resolution No. 522-2023

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

-#-

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

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



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

TO: MEMORANDUM DOCKET

FROM: John Canning  
Commissioner of Human Resources

THRU: Vicki Spinelli  
Deputy Commissioner of Human Resources

DATE: July 13, 2023

SUBJECT: COMPLY, Inc. – DOT and non-DOT Drug Alcohol Testing

---

Resolution No. 97-2020, adopted on January 28, 2020, authorized the Department of Human Resources to award the contract for Department of Transportation ("DOT") and Non-Department of Transportation ("Non-DOT") Drug and Alcohol Testing of Town Employees to COMPLY, Inc., for a period commencing January 1, 2020, nunc pro tunc, through December 31, 2020, with two one (1) year extension options, in an amount not to exceed \$25,000 per year.

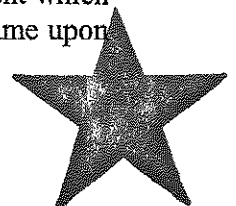
Resolution No. 678-2020, adopted on December 8, 2020, authorized the exercise of the first renewal option for the period commencing January 1, 2021 through December 31, 2021, in an amount not to exceed \$25,000.

Resolution No. 684-2021, adopted on December 7, 2021, authorized the exercise of the second renewal option for the period commencing January 1, 2022 through December 31, 2022, in an amount not to exceed \$25,000.

Due to internal personnel changes, the Request for Proposals for DOT and non-DOT Testing to be done beyond December 31, 2022 was inadvertently never circulated. COMPLY, Inc., which has conducted testing for the Town for many years, and is in possession of years' worth of testing records of Town employees continued to conduct testing beyond December 31, 2022.

The Department of Human Resources has now prepared and circulated a Request for Proposals ("RFP"), seeking proposals from qualified firms to conduct DOT and non-DOT testing of Town employees. However, that RFP is not returnable until August 1, 2023, and when, and if, proposals are received they must be evaluated before a recommendation may be made to the Town Board for award of a contract. It is anticipated that the Department will not be in a position to recommend award of contract for a period to commence before October 1, 2023.

Therefore, it is requested that the Town Board extend the Town's contract with COMPLY, Inc., nunc pro tunc, for the period from January 1, 2023 through September 30, 2023, and ratify the Department of Human Resources' use of Comply for DOT and non-DOT testing for the period from January 1, 2023 to date, at the same rates as set forth in the agreement which terminated on December 31, 2022, and authorize the Comptroller make payment for same upon presentation of a duly certified claim, after audit.

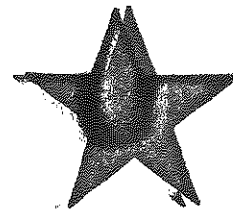


Kindly suspend the rules and place this matter on the docket for the action calendar for the July 18, 2023 Town Board meeting.

DEPARTMENT OF HUMAN RESOURCES

*John Canning*

John Canning  
Commissioner



Meeting of July 18, 2023

Resolution No. 523-2023

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, Town Attorney, and Paul S. Ehrlich, Deputy Town Attorney, by memorandum dated July 13, 2023 advised that Plaintiff, Vivian Waldeck, brought suit against the Town, alleging that on February 14, 2019, she sustained personal injuries, including a torn supraspinatus tendon in her right shoulder, with delamination, labral tearing, and epicondylitis in her right elbow, and a neck sprain, as a result of a two vehicle motor vehicle accident that occurred when her stopped car was struck from behind at a red light by a Town-owned vehicle; and

WHEREAS, after extensive settlement negotiations with the assistance of the Court, this case settled for \$30,000.00, 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 \$30,000.00 is hereby authorized and approved by the Town Board, as full settlement to Plaintiff, Vivian Waldeck, with regard to the action entitled Vivian Waldeck v. Town of Oyster Bay, Nassau County Index No. 610862/2019, 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 "Vivian Waldeck and Siler & Ingber, LLP, as attorneys", in the amount of \$30,000.00 with funds for such payment to be drawn from Account No. TWN AMS 1910 43010 602 0000 000.

-#-

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

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

Reviewed By  
Office of Town Attorney

Town of Oyster Bay  
Inter-Departmental Memo

523

**TO :** Memorandum Docket

**FROM :** Office of the Town Attorney

**DATE :** July 13, 2023

**SUBJECT:** Settlement of Negligence Claim  
Vivian Waldeck v. Town of Oyster Bay  
Nassau County Index No. 610862/2019  
Our Matter No. 2019-7064

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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 above referenced claim arose as a result of an automobile accident that occurred on February 14, 2019. Plaintiff was injured when the vehicle she was operating southbound on Park Boulevard, while stopped at a red light at its intersection with Sunrise Highway, was struck from behind by a Town-owned vehicle.

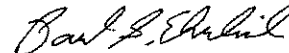
As a result of the accident, Plaintiff suffered a torn supraspinatus tendon in her right shoulder, with delamination, labral tearing, and epicondylitis in her right elbow, and neck sprain. She continues to have limitations in the range of motion of her neck and shoulders.

After extensive settlement negotiations before the court, this matter was settled for \$30,000.00. 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 \$30,000.00, together with copies of the Stipulation of Discontinuance with Prejudice and a General Release in favor of the Town and executed by Plaintiff Vivian Waldeck. The funds for said payment are to be drawn from Account No. TWN AMS 1910 43010 602 0000 000.

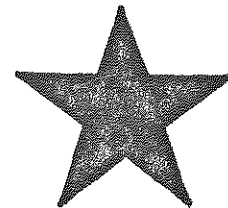
Kindly suspend the rules and place this matter on the Town Board Action Calendar for Tuesday, July 18, 2023.

OFFICE OF TOWN ATTORNEY



Paul S. Ehrlich  
Deputy Town Attorney

PSE:pe  
Attachment



GENERAL RELEASE

To all to whom these Presents shall come or may Concern, know that

VIVIAN WALDECK, residing at [REDACTED]

as  
RELEASOR,

in consideration of the sum of THIRTY THOUSAND DOLLARS and 00 CENTS  
(\$30,000.00),  
received from

TOWN OF OYSTER BAY and ROBERT CORNICELLI,

as RELEASEE,

receipt whereof is hereby acknowledged, releases and discharges

TOWN OF OYSTER BAY and ROBERT CORNICELLI,

the RELEASEE, RELEASEE'S heirs, executors, administrators, successors and assigns from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialists, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity, which against the RELEASEE, the RELEASOR, RELEASOR'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 of thing whatsoever from the beginning of the world to the day of the date of this RELEASE.

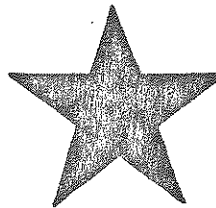
The words "RELEASOR" and "RELEASEE" include all releasors and all releasees under this RELEASE.

This RELEASE may not be changed orally.

In Witness Whereof, the RELEASOR has hereunto set RELEASOR'S hand and seal on the 6 day of 13, 2023.

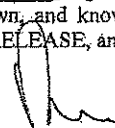
The presence of

*Vivian Waldeck*  
VIVIAN WALDECK

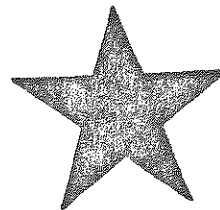


STATE OF NEW YORK, COUNTY OF Nassau ss.:

On 13 day of June, 2023, before me personally came **VIVIAN WALDECK** to me known, and known to me to be the individual(s) described in, and who executed the foregoing RELEASE, and duly acknowledged to me that he executed the same.

  
\_\_\_\_\_  
NOTARY PUBLIC

RONALD D. INGBER  
Notary Public, State of New York  
No. 02145014296  
Qualified in Nassau County  
Commission Expires October 5, 2026



## HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN,  
KNOW THAT

This Release pertains to the lawsuit commenced by VIVIAN WALDECK in the Supreme Court, Nassau County, under Index No. 610862/2019, wherein she claims personal injuries and economic loss as a result of an accident that occurred on February 14, 2019.

VIVIAN WALDECK, residing at [REDACTED]

as RELEASOR,

in consideration of the sum of THIRTY THOUSAND DOLLARS AND ZERO CENTS (\$30,000.00), received from:

TOWN OF OYSTER BAY and ROBERT CORNICELLI,

as RELEASEES,

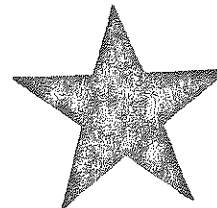
receipt whereof is hereby acknowledged, releases and discharges TOWN OF OYSTER BAY and ROBERT CORNICELLI, the RELEASEES, as well as the RELEASEES' subsidiaries, divisions, parent corporations, successor corporations, predecessor corporations, affiliated corporations, present and former officers, directors, employees, shareholders, agents and assigns, and its insurance companies, and its attorneys, from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law, admiralty or equity, which against the RELEASEES, the RELEASORS, RELEASORS 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, including any and all claims relating to, arising from, or in connection with the above-referenced accident that occurred on February 14, 2019.

The RELEASOR also agrees to pay and satisfy, in full, any hospital, medical, insurance, Medicare or Medicaid charge, lien or recovery claim which has arisen or shall arise out of treatment of the RELEASOR in connection with said accident, and further agrees to indemnify, protect, hold harmless and defend the party or parties hereby released, including the released party's or parties' insurers and attorneys, from the assertion of any such claims or liens or charges against the released party or parties by any third party, entity or government entity. Such

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RELEASE OF ALL CLAIMS, VIVIAN WALDECK

Page 1 of 2



agreement by **RELEASOR** to indemnify, protect, hold harmless and defend the party or parties hereby released, including the released party's or parties' insurers and attorneys, shall include, but is not limited to, all claims, suits, demands, proceedings and actions against the released party or parties with respect to any Medicare, Medicaid or workers' compensation lien, interest or recovery claim, as well as all claims, suits, demands, proceedings and actions seeking any fine, penalty or other relief against the released party or parties arising from, in whole or in part, the **RELEASOR'S** provision or reporting of false or incorrect information for purposes of compliance with the Medicare, Medicaid and SCHIP Extension Act of 2007. The **RELEASOR** also agrees to assume the expenses and costs, including attorneys' fees, of the party or parties hereby released, including the released party's or parties' insurers and attorneys, in relation to such indemnified claims.

The words "RELEASOR" and "RELEASEE" include all releasors and all releasees under this RELEASE OF ALL CLAIMS.

This RELEASE OF ALL CLAIMS may not be changed orally.

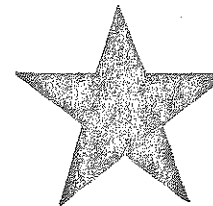
**RELEASOR** hereby declares that he is of sound mind and fully capable of reading and understanding this RELEASE OF ALL CLAIMS, and that the terms of this RELEASE OF ALL CLAIMS have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final compromise, adjustment, and settlement of any and all claims, disputed or otherwise, on account of the injuries and damages mentioned above.

**THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.**

In Witness Whereof, the **RELEASOR** has hereunto set **RELEASOR'S** hand and seal on the 6 day of 13, 2023.

The presence of

X Vivian Waldeck L.S.  
VIVIAN WALDECK



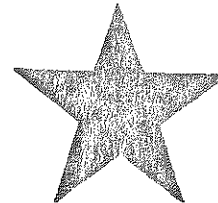


STATE OF NEW YORK, COUNTY OF Nassau ) ss.:

On June 13, 2023, before me personally came VIVIAN WALDECK  
to me known, and known to me to be the individual described herein, and who executed the  
foregoing **RELEASE OF ALL CLAIMS**, and duly acknowledged to me that he executed the  
same.

  
\_\_\_\_\_  
NOTARY PUBLIC

RONALD D. WEBER  
Notary Public, State of New York  
No. 0216614288  
Qualified in Nassau County  
Commission Expires October 5, 2024



**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>SILER &amp; INGBER, LLP</b>	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) <b>301 Mineola Blvd</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Mineola, New York 11501</b>	
List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3. Note, if the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number             
or
Employer identification number             

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ 	Date ▶ <b>6/13/23</b>
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

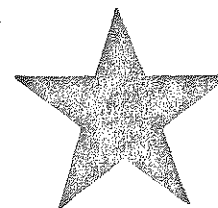
**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NASSAU

-----X  
VIVIAN WALDECK,

Plaintiff,

Index No. 610862/2019

-against-

**STIPULATION OF  
DISCONTINUANCE**

THE TOWN OF OYSTER BAY and ROBERT  
CORNICELLI,

Defendants.  
-----X

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, the attorneys of record for all the parties to the above entitled action, that whereas no party hereto is an infant, incompetent person for whom a committee has been appointed or conservatee, and no person not a party has an interest in the subject matter of the action, the above entitled action, including any and all cross-claims, be, and the same hereby are discontinued, with prejudice, without costs or disbursements to any party as against the other.

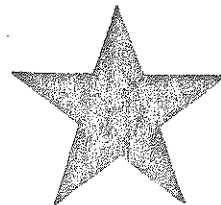
IT IS FURTHER STIPULATED AND AGREED, that this stipulation may be executed in counterparts, that facsimile signatures shall be accepted in lieu of original signatures, and that this stipulation may be filed without further notice with the Clerk of the Court.

Dated: Farmingdale, New York

May 13, 2023  
*[Signature]*

SILER & INGBER, LLP  
*Attorneys for Plaintiff*  
301 Mineola Boulevard  
Mineola, New York 11501  
516-294-2666

Ajay C. Bhavnani  
CASCONI & KLUEPFEL, LLP  
*Attorneys for Defendants*  
THE TOWN OF OYSTER BAY  
And ROBERT CORNICELLI  
497 Main Street  
Farmingdale, New York 11735  
(516) 747-1990



WHEREAS, by Resolution No. 160-2023, adopted on March 7, 2023, the Town Board authorized the Department of Parks to sponsor and host "Empire State Ride Long Island" at Theodore Roosevelt Memorial Park & Beach, Oyster Bay, on Saturday, July 22, 2023, with a rain date of August 5, 2023, subject to certain terms and conditions; and

WHEREAS, Meredith Maus, Executive Director, Oyster Bay Main Street Association, P.O. Box 116, Oyster Bay, New York 11771, by letter dated July 13, 2023, requested the closure of Audrey Avenue, Oyster Bay, from South Street to Spring Street, as well as Audrey Avenue between the Oyster Bay Post Office and Townsend Park, and between Townsend Park and Town Hall, (Gazebo Area), the use of twenty-five (25) complete barricades and twenty (20) parking cones, and the posting of temporary "Road Closed" Signs, specifying date and time event information, for the Oyster Bay Street Fair, to be held in conjunction with the Oyster Bay-east Norwich Chamber of Commerce, and to complement the "Empire State Ride Long Island" event, with the roads to be closed from 8 a.m. to 6 p.m. (inclusive of setup & breakdown times), on Saturday, July 22, 2023; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated July 13, 2023, advised that the Department of Public Works has no objection to the closure of Audrey Avenue, Oyster Bay between the Oyster Bay Post Office and Townsend Park, and between Townsend Park and Town Hall, (Gazebo Area), as well as from South Street to Spring Street, between 8 a.m. and 6 p.m., Saturday, July 22, 2023, and is able to provide the "Road Closure" signs to close off the street, and the requested twenty-five (25) complete barricades and twenty (20) parking cones, and

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

NOW, THEREFORE, BE IT RESOLVED, that the request as hereinabove set forth is hereby approved, and the Town Board hereby authorizes the Department of Public Works to close Audrey Avenue, Oyster Bay, between the Oyster Bay Post Office and Townsend Park, and between Townsend Park and Town Hall, (Gazebo Area), as well as from South Street to Spring Street, between 8 a.m. and 6 p.m., Saturday, July 22, 2023; to provide the "Road Closure" signs to close off the street, and the requested twenty-five (25) complete barricades and twenty (20) parking cones, subject to the following terms and conditions:

7ms  
Reviewed By  
Office of Town Attorney  
Elizabeth A. Jaughman

1. The use of all Town property and equipment shall be in conformance with the direction of the Commissioner of the Department of Public Works, or his duly designated representative.

2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of all Town property and equipment, and in the conduct of the abovementioned activity.

3. The said organization shall file a Certificate of Insurance and Declaration Page(s) with the Office of the Town Clerk, indicating said organization maintains general liability insurance, with a Commercial Liability limit of \$1,000,000 per occurrence with a general aggregate of \$2,000,000, and \$500,000.00 property damage, and naming the Town as an additional insured, in connection with the aforescribed activity.

-#-

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

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

524

## TOWN OF OYSTER BAY

## Inter-Departmental Memo

July 13, 2023

**TO:** MEMORANDUM DOCKET

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

**SUBJECT:** OYSTER BAY MAIN STREET ASSOC.  
EMPIRE STATE RIDE AND OYSTER BAY STREET FAIR  
SATURDAY, JULY 22<sup>ND</sup> 2023

Enclosed please find a copy of the letter from Meredith Maus, Executive Director, of the Oyster Bay Main Street Association requesting our assistance in conducting a street fair in conjunction with Empire State Ride for Cancer in Oyster Bay on Saturday, July 22<sup>nd</sup> 2023.

The Highway Division has no objection to the organizations closing Audrey Avenue in Oyster Bay between the post office and Townsend Park as well as Townsend Park and Town Hall and South Street to Spring Street in Oyster Bay and will provide "Road Closure" signs to close off the area for the event on the above mentioned date from 8:00 A.M. to 6:00 P.M. Further, the Highway Division can readily supply twenty five (25) complete barricades and twenty (20) cones for the event.

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

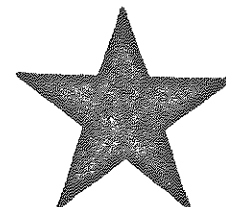
Kindly suspend the rules and include this matter on the July 18<sup>th</sup> 2023 Town Board action calendar.



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

RWL/kaz  
Attachments

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





# OYSTER BAY

## MAIN STREET ASSOCIATION

### Officers

*President*  
Sandra Coudert Graham

*Vice-President*  
John Bonifacio

*Treasurer*  
Timothy DiPietro

*Secretary*  
Diana Hauser

### Board of Directors

Jamie Arty  
Claude Bahnik  
Henry C. Clark  
Mario Gallo  
Janine Lizza  
Richard McKean  
Diane Meltzer  
Thomas Milana, Jr.  
Alexis Pagano  
Megan Pearson

### Advisory Board

Robert Brusca  
John Collins  
Harriet Gerard Clark  
Kimberly Dey  
Denice Evans-Sheppard  
Jerritt Gluck  
Rep. Steve Israel  
Billy Joel  
Leg. Joshua Lafazan  
Richard LaMarca  
Hunt & Betsy Lawrence  
Colleen McKean  
Edward Mohlenhoff  
Robert Santos  
Ryan Schlotter  
Dr. Laura Seinfeld  
William Sheeline  
Dottie Simons  
John Specce  
Claudia Taglich  
Alex Urdea  
Councilwoman Vicki Walsh

### Staff

*Executive Director*  
Meredith Maus

*Director of Development*  
Sarah Kostakis

July 13, 2023

Deputy Commissioner John Tassone  
Town of Oyster Bay Highway Department  
150 Miller Place  
Syosset, New York 11791

Re: Oyster Bay Street Fair as part of Empire State Ride – July 22, 2023

Dear Deputy Commissioner Tassone,

The Oyster Bay Main Street Association would like to formally request permission to host the Oyster Bay Street Fair as part of the Empire State Ride event in the downtown of Oyster Bay. We are looking to host the event alongside the Oyster Bay – East Norwich Chamber of Commerce from 10 am to 4 pm on Saturday, July 22, 2023 – rain or shine.

In order to assist with the layout of the event, we are requesting that the section of road between the Post Office and Townsend Park, the section of Audrey Avenue between Townsend Park and Town Hall, as well as the section of Audrey Avenue between South Street and Spring Street be closed and free of cars for our purposes. Set up of the event will begin at 8 am and will be fully closed down by 6 pm to allow time for set up and break down. In order to insure safety, we are requesting 25 barricades and 20 cones be delivered to the parking lot and placed by the generator by Friday evening.

We have read through the NYS guidance on outdoor events and have taken into consideration the need to leave the center of Audrey Ave clear for emergency vehicles in our proposed layout of the event. We will continue to adhere to New York State Guidelines regarding social distancing measures and understand that events may be cancelled due to Covid-19 if the state or Town of Oyster Bay requires it.

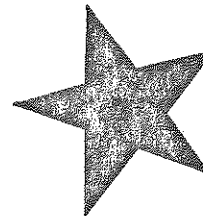
The required Certificate of Insurance with Endorsement naming the Town of Oyster Bay as additionally insured in the amounts of \$1,000,000 bodily injury and \$2,000,000 general aggregate, along with a signed hold harmless agreement will be provided as well.

If there are any questions regarding our protocols or further requirements, please do not hesitate to contact me by phone at 516.922.6982 or email: [maus@obmsa.org](mailto:maus@obmsa.org).

Thank you for your consideration.

Sincerely,

Meredith Maus  
Executive Director  
[Maus@obmsa.org](mailto:Maus@obmsa.org)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/13/2023

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

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

<b>PRODUCER</b> StartSure Insurance Services 106 W 32nd St Suite 111 New York NY 10001		<b>CONTACT NAME:</b> Timothy D. Pietro <b>PHONE (A/C, No, Ext):</b> 516-582-6643 <b>E-MAIL ADDRESS:</b> tim@startsure.co	
<b>INSURED</b> Oyster Bay Main Street Association, Inc. Oyster Bay 11791		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Continental Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		<b>NAIC #</b> 20443	

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

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

INSR LTR	TYPE OF INSURANCE	AUTO/BOAT/AVIATION (YES/NO)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	B 4025932909	6/3/2023	6/3/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		B 4025932909	6/3/2023	6/3/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: Oyster Bay Street Fair as part of Empire State Ride - July 22, 2023

Certificate holder is included as an Additional Insured.

**CERTIFICATE HOLDER****CANCELLATION**

Town of Oyster Bay  
34 Audrey Ave

Oyster Bay

Reviewed By  
Office of Town Attorney

NY 11771-1504

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

Timothy DiPietro



POLICY NUMBER: 4025932909

COMMERCIAL GENERAL LIABILITY  
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

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

Town of Oyster Bay Highway Dept.  
150 Miller Place  
Syosset, NY 11791

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

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

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

However:

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

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

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

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

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

Reviewed By  
Office of Town Attorney



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

This Agreement is made this 13th day of July 2023, by the Oyster Bay Main Street Association, Inc. (Hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as the section of road between the Post Office and Townsend Park, the section of Audrey Avenue between Townsend Park and Town Hall, as well as the section of Audrey Avenue between South Street and Spring Street. To help control the flow of traffic we request that 25 barriers and 20 cones be placed in the municipal parking lot near the generator For the event described as Oyster Bay Street Fair  
The property/equipment is need from 8 am to 6 pm on July 22, 2023

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

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

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

Oyster Bay Main Street Association, Inc.

Address of Organization:

P.O. Box 116

Oyster Bay, NY 11771

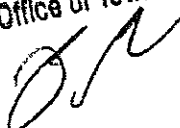
By: 

Authorized Representative

Title: Executive Director

Telephone Number: 516.922.6982

Reviewed By  
Office of Town Attorney



Reviewed By  
Office of Town Attorney

Ralph P. Healey

WHEREAS, by Resolution No. 405-2023, adopted on June 27, 2023, the Town Board authorized the Town Supervisor, and/or his designee, to enter into, and to execute, agreements with various performers, and/or their respective agents, for a series of concerts to be held on the dates, and at the times and locations set forth on the attached list designated as "Grid A", for the "2023 Music Under the Stars Concert Series", for a total amount not to exceed \$155,825.00, with the funds for said payment to be drawn from Account No. CYS A 7020 47660 000 0000, *Special Events*, and with the Town Comptroller being authorized and directed to make payment for same, upon the submission of a duly certified claim, after audit; and

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated July 17, 2023, advised, that due to the temporary illness of Rainere Martin, it was necessary to reschedule the concert performance of "the Ultimate Donna Summer Tribute", to be held, originally, at John J. Burns Town Park, on Tuesday, July 18, 2023 at 8:00 p.m., to John J. Burns Town Park, on Friday, July, 28, 2023, at 8:00p.m.; and

WHEREAS, Commissioner, Fitzgerald, by said memorandum, requested Town Board authorization for the Department of Community and Youth Services, to enter into an agreement, approved as to form, by the Office of the Town Attorney, with Yogi Productions, Inc., c/o Mr. Frank Bellucci, 343 Concord Court, Dix Hills New York 11746, to provide a concert performance entitled, "Shining Star Tribute (Earth, Wind & Fire Tribute Band)", at John J. Burns Town Park, on Tuesday, July 18, 2023, at 8:00 p.m., for an amount not to exceed \$6,000.00; and

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

WHEREAS, Commissioner Fitzgerald, by said memorandum, requested further, that the Town Board amend Resolution No 405-2023, and the attached list, designated as "Grid A", to reflect, the abovementioned changes, with all other terms, conditions and provisions of said documents to remain in full force and effect; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, advised further, that the adjusted total for all concert fees for all performers shall be \$161,825.00, and that the funds for said payment are available in Account No. CYS A 7020 47660 000 0000, *Special Events*; and

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

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby approved, and the Department of Community and Youth Services is hereby

authorized to enter into an agreement, approved as to form by the Office of the Town Attorney, with Yogi Productions, Inc., c/o Mr. Frank Bellucci, to provide a concert performance entitled, "Shining Star Tribute (Earth, Wind & Fire Tribute Band)", at John J. Burns Town Park, on Tuesday, July 28, 2023, at 8:00 p.m., for an amount not to exceed \$6,000.00, and for an adjusted total of all concert fees for all performers for an amount not to exceed \$161,825.00; and be it further

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

RESOLVED, That the Town Board hereby amends Resolution No. 405-2023, adopted on June 27, 2023, and the attached list, designated as "Grid A", to reflect the abovementioned changes, with all other terms, conditions and provisions of said documents to remain in full force and effect, nunc pro tunc.

#

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

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

TOWN OF OYSTER BAY  
Inter-Departmental Memorandum

July 17, 2023

TO: Memorandum Docket

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

SUBJECT: Amend Town Board Resolution No. 405-2023, dated June 27, 2023  
**This will be a walk-on to the Town Board Calendar of July 18, 2023**

---

The Department of Community & Youth Services requests Town Board authorization to amend Town Board Resolution No. 405-2023, dated June 27, 2023, to add another performance to replace a rescheduled performance.

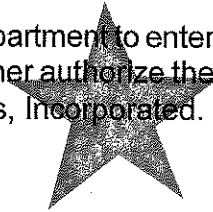

Resolution No. 405-2023 authorizes the Department to enter into contracts with various vendors for the 2023 Music Under the Stars Concert Series. Due to the temporary illness of Rainere Martin, the "Ultimate Donna Summer Tribute" performance had to be rescheduled from July 18, 2023 to July 28, 2023.

The Department is seeking authorization to add Yogi Productions, Incorporated, located at 343 Concord Court, Dix Hills, New York 11746, to perform on Tuesday, July 18, 2023 at John J. Burns Town Park in Massapequa for a fee of \$6,000.00.

The attached **Grid A**, revises the performances and includes the \$6,000.00 fee that will be paid for by the Town of Oyster Bay. The revised total is \$161,825.00 which will be paid from Account No. CYS A 7020 47660 000 0000, *Special Events*.

The proposed Vendor's *Disclosure Questionnaire* has been reviewed and satisfies the Town's Procurement Policy. **All other terms and conditions of Town Board Resolution No. 405-2023, dated June 27, 2023 shall remain the same.**

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

  
  
Maureen A. Fitzgerald  
Commissioner

MAF:kf  
Attachments

**Music Under The Stars 2023****Town Of Oyster Bay****Revised July 17, 2023**

Date	Location	Check made payable to	Amount
7/5/2023	Tappen Beach, Glenwood Landing	NJ Star Productions, Inc.	\$5,000
7/11/2023	Tobay Beach, Massapequa	William Giangrande	\$2,000
7/11/2023 Rain Date: 7/12/2023	Tobay Beach, Massapequa	Fireworks by Grucci, Inc.	* \$14,775
7/12/2023	Tobay Beach, Massapequa	Dr. K's Motown Revue	\$4,000
7/15/2023	Ellsworth W. Allen Town Park, Farmingdale	LuciLu Productions, Inc.	\$10,000
7/18/2023	John J. Burns Town Park, Massapequa	Yogi Productions, Inc.	\$6,000
7/19/2023	Syosset-Woodbury Community Park, Woodbury	Charles Gerbano	\$2,500
7/22/2023	John J. Burns Town Park, Massapequa	LuciLu Productions, Inc.	\$20,000
7/25/2023	John J. Burns Town Park, Massapequa	Big Shot Tribute Band, Corp.	\$15,000
7/26/2023	John J. Burns Town Park, Massapequa	LuciLu Productions, Inc.	\$11,500
7/28/2023	John J. Burns Town Park, Massapequa	LuciLu Productions, Inc.	\$11,750
7/29/2023	John J. Burns Town Park, Massapequa	LuciLu Productions, Inc.	\$12,850
8/1/2023	John J. Burns Town Park, Massapequa	LuciLu Productions, Inc.	\$17,250
8/2/2023	Plainview-Old Bethpage Community Park, Plainview	Stephen Jaworowski	\$2,000
8/5/2023	John J. Burns Town Park, Massapequa	LuciLu Productions, Inc.	\$19,000
8/8/2023	Ellsworth W. Allen Town Park, Farmingdale	Joseph Salucci	\$3,200
8/9/2023	Ellsworth W. Allen Town Park, Farmingdale	Neon Entertainment LLC	\$2,000
8/12/2023	John J. Burns Town Park, Massapequa	Sean McGrath	\$3,000
Total			\$161,825

\* To be reimbursed to the Town by *The Friends of the Community Service Department, Incorporated*

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

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated June 7, 2023, requested that the Town Board authorize the Town Supervisor, and/or his designee, to enter into, and to execute, agreements with various performers, and/or their agents, for a series of concerts and movies, to be held on the dates, and at the times and locations, set forth on "Grid A" (attached hereto and made a part thereof), for the "2023 Music Under the Stars Concert Series", and "Movies by Moonlight", in a total amount not to exceed \$155,825.00, with the funds for said payment to be drawn from Account No. CYS A 7020 47660 000 0000, *Special Events*; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further requested, that the Town Board authorize the Town Supervisor, and/or his designee, to enter into, and to execute, agreements with various performers, and/or their agents, for a series of performances and services, to be held on the dates, and at the times and locations set forth on "Grid B" (attached hereto and made a part thereof), for the "2023 Music Under the Stars Concert Series", and "Movies by Moonlight", in a total amount not to exceed \$27,005.00, where The Friends of the Community Services Department, Inc., ("The Friends") shall pay all fees associated with the aforementioned services and performances, including the fee for a performance by Fireworks by Grucci, Inc., in the amount of \$14,775.00, for which "The Friends" shall reimburse the Town; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further requested, that the Town Board authorize the Commissioner of the Department of Community & Youth Services, and/or her designee, to make changes, as necessary, to the dates, times and locations of said events; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further requested, that the Town Board waive the provisions of the Code of the Town of Oyster Bay, Section II, "General Legislation", Chapter 82, "Alcoholic Beverages", Sections 82-3 (A) & (B), "Prohibitions", and Section II, "General Legislation", Chapter 168, "Parks and Recreation", Article I, "General Provisions", Section 168-22, "Alcoholic Beverages", for the concerts set forth on "Grid A" and "Grid B", scheduled to be held on Saturday, August 5, 2023, and Saturday, August 12, 2023; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, advised that that any additional purchase and/or service orders related to the abovementioned concerts and movies shall be issued pursuant to the provisions of the Town of Oyster Bay Procurement Policy through the Division of Purchasing, Department of General Services, and charged to an appropriate account; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further advised, that pursuant to Guideline 5(b) of the Town of Oyster Bay Procurement Policy, the musicians scheduled to perform as part of the "2023 Music Under The Stars Concert Series", and "Movies By Moonlight", are exempt from the solicitation, written proposals or quotations submission

requirements of said Policy, in that said musicians are sole source vendors or providers of services, including those with a unique skill set, such as performers or artists; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further advised, that the proposed Town vendors' disclosure questionnaires have been reviewed, and have been found to satisfy the provisions of the Town of Oyster Bay Procurement Policy,

NOW, THEREFORE, BE IT RESOLVED, that the requests as hereinabove set forth are approved, and the Town Board hereby authorizes the Town Supervisor, and/or his designee, to enter into, and to execute, agreements with various performers, and/or their agents, for a series of concerts and movies, to be held on the dates, and at the times and locations set forth on "Grid A", for the "2023 Music Under the Stars Concert Series", and "Movies by Moonlight", in a total amount not to exceed \$155,825.00; and be it further

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

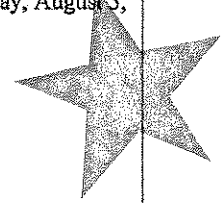
RESOLVED, that the Town Comptroller is hereby authorized and directed to make payment for same upon the submission of a duly certified claim, after audit; and be it further

RESOLVED, that the Town Board hereby further authorizes the Town Supervisor, and/or his designee, to enter into, and to execute, agreements with various performers, and/or their agents, for a series of performances and services, to be held on the dates, and at the times and locations set forth on "Grid B", for the "2023 Music Under the Stars Concert Series", and "Movies by Moonlight", in a total amount not to exceed \$27,005.00, where, "The Friends" shall pay all fees associated with the aforementioned services and performances, including the fee for a performance by Fireworks by Grucci, Inc., in the amount of \$14,775.00, for which "The Friends" shall reimburse the Town; and be it further

RESOLVED, that the Town Board hereby authorizes the Commissioner of the Department of Community & Youth Services, and/or her designee, to make changes, as necessary, to the dates, times and locations of said events; and be it further

RESOLVED, that the Town Board hereby waives the provisions of the Code of the Town of Oyster Bay, Section II, "General Legislation", Chapter 82, "Alcoholic Beverages", Sections 82-3 (A) & (B), "Prohibitions", and Section II, "General Legislation", Chapter 168, "Parks and Recreation", Article I, "General Provisions", Section 168-22, "Alcoholic Beverages", for the concerts set forth on "Grid A" and "Grid B", scheduled to be held on Saturday, August 5, 2023, and Saturday, August 12, 2023.

#



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

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



**Music Under The Stars 2023****Town Of Oyster Bay**

<b>Date</b>	<b>Location</b>	<b>Check made payable to</b>	<b>Amount</b>
7/5/2023	Tappen Beach, Glenwood Landing	NJ Star Productions, Inc.	\$5,000
7/11/2023	Tobay Beach, Massapequa	William Giangrande	\$2,000
7/11/2023 Rain Date: 7/12/2023	Tobay Beach, Massapequa	Fireworks by Grucci, Inc.	* \$14,775
7/12/2023	Tobay Beach, Massapequa	Dr. K's Motown Revue	\$4,000
7/15/2023	Ellsworth W. Allen Town Park, Farmingdale	LuciLu Productions, Inc.	\$10,000
7/18/2023	John J. Burns Town Park, Massapequa	LuciLu Productions, Inc.	\$11,750
7/19/2023	Syosset-Woodbury Community Park, Woodbury	Charles Gerbano	\$2,500
7/22/2023	John J. Burns Town Park, Massapequa	LuciLu Productions, Inc.	\$20,000
7/25/2023	John J. Burns Town Park, Massapequa	Big Shot Tribute Band, Corp.	\$15,000
7/26/2023	John J. Burns Town Park, Massapequa	LuciLu Productions, Inc.	\$11,500
7/29/2023	John J. Burns Town Park, Massapequa	LuciLu Productions, Inc.	\$12,850
8/1/2023	John J. Burns Town Park, Massapequa	LuciLu Productions, Inc.	\$17,250
8/2/2023	Plainview-Old Bethpage Community Park, Plainview	Stephen Jaworski	\$2,000
8/5/2023	John J. Burns Town Park, Massapequa	LuciLu Productions, Inc.	\$19,000
8/8/2023	Ellsworth W. Allen Town Park, Farmingdale	Joseph Salucci	\$3,200
8/9/2023	Ellsworth W. Allen Town Park, Farmingdale	Neon Entertainment LLC	\$2,000
8/12/2023	John J. Burns Town Park, Massapequa	Sean McGrath	\$3,000
Total			\$155,825

\* To be reimbursed to the Town by *The Friends of the Community Service Department, Incorporated*

**Grid B**

**Music Under The Stars**  
**Friends of the Community Services Department**

Date	Location	Check made payable to	Amount
Various dates	National Anthem Vocalist – Multiple Locations	Tammi Wolfarth	\$1,800
7/8/2023	Syosset-Woodbury Community Park, Woodbury	Nicholas Sassano	\$2,000
7/6/2023	Tappen Beach, Glenwood Landing	Swank Motion Pictures, Inc.	\$455
7/11/2023 Rain Date: 7/12/2023	Tobay Beach, Massapequa	Town of Oyster Bay (Fireworks reimbursement)	\$14,775
7/13/2023	Marjorie R. Post Community Park, Massapequa	Swank Motion Pictures, Inc.	\$455
7/20/2023	Syosset – Woodbury Community Park, Woodbury	Swank Motion Pictures, Inc.	\$455
7/25/2023	John J. Burns Town Park, Massapequa	Cathy SantoPietro	\$500
7/27/2023	Theodore Roosevelt Park, Oyster Bay	Swank Motion Pictures, Inc.	\$455
8/3/2023	Plainview-Old Bethpage Community Park, Plainview	Swank Motion Pictures, Inc.	\$455
8/5/2023	John J. Burns Town Park, Massapequa	Ernest S. Sites Jr	\$1,500
8/10/2022	Ellsworth W. Allen Town Park, Farmingdale	Swank Motion Pictures, Inc.	\$455
8/12/2023	John J. Burns Town Park, Massapequa	Steven M. Pincus	\$2,500
8/12/2023	John J. Burns Town Park, Massapequa	Joseph Callari	\$1,200
Total			\$27,005

**Movie and Carnival equipment for the Series will be procured through Town of Oyster Bay's Purchasing Division**

## CONTRACT

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

1. CONTRACTOR agrees to provide services by:

XXXXXXXXXXXXXXXXXX.

a. Type of performance: Music Under the Stars XXXX

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

c. Date, time and place of performance:

DATE: XXXXX, XXXX XX, XXXX

TIME: X:XX - XX:XX

DURATION: XXXXXXXXXXXXXXXX

PLACE: XXXXXXXXXXXXXXXXXXXX  
XXXXXXXX, New York

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

Reviewed By  
Office of Town Attorney  
*[Signature]*

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

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

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

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

PAYMENT FOR ALL SERVICES MADE PAYABLE TO: XXXXXXXXXXXXXXXXXXXXXXXX.

XXXXXXXXXXXXXXXXXXXXX

—————→ \_\_\_\_\_  
CONTRACTOR

—————→ DATE: \_\_\_\_\_, XXXX

TOWN OF OYSTER BAY

\_\_\_\_\_  
COMMISSIONER

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

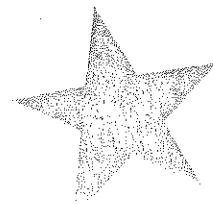
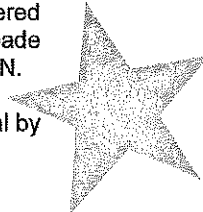


EXHIBIT A  
CONTRACT TERMS & CONDITIONS

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

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



## CONTRACT

This Contract, made the \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between the Town of Oyster Bay, by and through its Department of Community & Youth Services, having its principal offices at Town Hall, Audrey Avenue, Oyster Bay, New York 11771 (hereinafter referred to as TOWN) and Yogi Productions, Inc., c/o Frank Bellucci, having its principal office at 343 Concord Court, Dix Hills, New York 11746 (hereinafter referred to as CONTRACTOR) will be in accordance with the following mutually agreed upon terms and conditions:

1. CONTRACTOR agrees to provide services by:

Shinning Star Tribute  
(Earth Wind and Fire Tribute Band)

a. Type of performance: Music Under the Stars 2023

b. Contract Amount: \$6,000.00

c. Date, time and place of performance:

DATE: Tuesday, July 18, 2023

TIME: 8:00 p.m (after opening ceremony)

DURATION: 90 minutes

PLACE: John J. Burns Town Park  
Massapequa, New York

2. Performances are as indicated above. Any request for changes in scheduling by CONTRACTOR must be submitted in writing and shall be subject to approval by TOWN. TOWN also reserves the right to make schedule changes pertaining to dates, times and locations as may be deemed in the best interest of the TOWN.
3. For all its services hereunder, including all salaries, costs and expenses, TOWN agrees to pay CONTRACTOR the sum of \$6,000.00. Payment to CONTRACTOR shall be made only after execution of this agreement and completion of all performances. Two weeks prior to the performance, CONTRACTOR must submit a duly certified *Town of Oyster Bay Claim* Form and CONTRACTOR's Invoice to be filed in the Office of the Comptroller of the TOWN.
4. CONTRACTOR agrees that it is, and at all times shall be deemed to be, an independent contractor, and shall not at any time or for any purpose be deemed an employee of TOWN. CONTRACTOR shall not in any manner whatsoever, by its actions or deed, commit TOWN to any obligation irrespective of the nature thereof. It is further understood and agreed that no agent, servant, nor employee of CONTRACTOR, or any participant in this performance shall, at any time or under any circumstance be deemed to be an agent, servant or employee of TOWN. CONTRACTOR affirms that it will pay and compensate all persons participating in this performance, and agrees to hold TOWN harmless from liability for payment of such services.
5. Both CONTRACTOR and TOWN agree to defend, indemnify and hold harmless each other, 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 either party and/or its subcontractors, agents or employees.

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

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

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

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

PAYMENT FOR ALL SERVICES MADE PAYABLE TO: YOGI PRODUCTIONS, INC.

YOGI PRODUCTINS, INC.

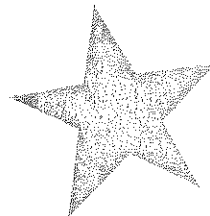
\_\_\_\_\_  
CONTRACTOR

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

TOWN OF OYSTER BAY

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

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



## EXHIBIT A

### CONTRACT TERMS & CONDITIONS

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

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

