

John Carving
COMMISSIONER OF HUMAN RESOURCES
APPROVED

Meeting of September 12, 2023

RESOLUTION P-14-2023

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

Town of Oyster Bay
Inter-Departmental Memo

August 8, 2023

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

In order to provide funds for special events in the Department of Parks budget, the following transfer of funds is hereby requested:

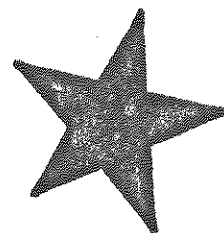
Transfer from:							
TWN	A	1989	47900	000	0000	Other Expenses	\$ 40,000.00
Transfer to:							
PKS	A	7110	47670	000	0000	Special Sporting Events	\$ 40,000.00

Thank you.



Rob Darienzo
Director of Finance

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



2A

Town of Oyster Bay
Inter-Departmental Memo

August 15, 2023

TO: Memorandum Docket

FROM: Gary Terrell, Deputy Commissioner/Sanitation Department

THRU: Daniel Pearl, Commissioner/Sanitation Department

SUBJECT: Transfer of Funds

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

From:	SAN SR 8160 41650 000 0000	Recycling Materials	\$25,000.00
To:	SAN SR 8160 41400 000 0000	Uniforms	\$25,000.00

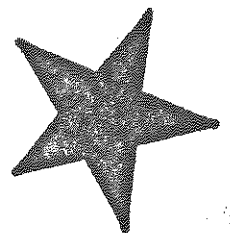
This transfer is necessary to cover costs for necessary uniforms as per contract.



Gary Terrell
Deputy Commissioner
Sanitation Department

DMP/tml
cc:
Steven Ballas, Comptroller

Docket memo transfer of funds for Uniforms Sanitation Division August 2023 .doc



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

TO: Memorandum Docket

FROM: Frank V. Sammartano, Commissioner
Intergovernmental Affairs

DATE: August 18, 2023

SUBJECT: Transfer of Funds

FROM

IGA CD 8689 44800 761 CZ17	\$68,836.53
(Create database via purchase of software/hardware/licenses)	
IGA CD 8689 12000 000 CZ17	\$22,000.00
(Salaries Part-time)	

TO

IGA CD 8689 44110 000 CZ 17	\$90,836.53
(Legal services)	

JUSTIFICATION

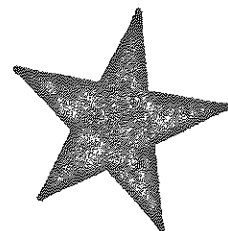
This transfer is respectfully requested to provide additional funding for legal services pertaining to mitigation of abandoned / zombie homes.

John R. Long
Deputy Commissioner

Frank V. Sammartano

Frank V. Sammartano
Commissioner

FSV/BC
cc: Town Attorney w/ 9 copies





Zombie Homes

Town of Oyster Bay
Budget Detail Interim Report
For the Twelve Months Ending 12/31/2022
CZ17

1 of 1
Current Date: 3/8/2023 4:36 PM
BDIR-IGA-CZ 2022

Account #	Name	Total		2021		2022		LTD		ENCUMBRANCES		Unencumbered Balance Sheet	
		Budget	Actual	Actual	Actual	Actual	Available	Balance	Balance				
Revenues													
IGA-CD-02701	Refunds of Prior Year's Expe...	\$0.00	\$0.00	\$0.00	\$7,084.86		(\$7,084.86)	\$0.00		\$0.00		\$0.00	
IGA-CD-02770	Miscellaneous Revenue	349,173.00	34,463.99	0.00	250,274.13		98,898.87	0.00		0.00		98,898.87	0.00
	Total Revenue	349,173.00	34,463.99	0.00	257,358.99		91,814.01	0.00		0.00		91,814.01	0.00
Expenditure													
Unidentified Community Dev...													
IGA-CD-8689-12000	Salaries - Part Time	22,000.00	0.00	0.00	0.00		22,000.00	0.00		0.00		22,000.00	0.00
IGA-CD-8689-44110	Legal Fees	25,000.00	0.00	0.00	24,606.25		393.75	0.00		0.00		393.75	0.00
IGA-CD-8689-44800-761	Professional Services, Zom...	191,748.00	34,463.99	0.00	122,911.47		68,836.53	0.00		0.00		68,836.53	0.00
IGA-CD-8689-44800-762	Professional Services, Zom...	110,425.00	0.00	0.00	110,424.00		1.00	0.00		0.00		1.00	0.00
	Total Expenditure	349,173.00	34,463.99	0.00	257,941.72		91,231.28	0.00		0.00		91,231.28	0.00
	Net Budget Balance	0.00	0.00	0.00	(582.73)		582.73	0.00		0.00		582.73	0.00
Balance Sheet													
CD-00200	Cash											98,318.07	0.00
CD-00380	Accounts Receivable											0.00	0.00
CD-00390	Rehabilitation Loan Recorra...											0.00	0.00
CD-00391	Due From Other Funds											0.00	0.00
CD-00410	Due From State & Federal...											0.00	0.00
CD-00490	Suspense Account - TOB											0.00	0.00
CD-00521	Encumbrances (Budgetary...											0.00	0.00
CD-00600	Accounts Payable											0.00	0.00
CD-00601	Accrued Liabilities											0.00	0.00
CD-00630	Due To Other Funds											0.00	0.00
CD-00691	Deferred Revenues											(98,900.80)	0.00
CD-00821	Reserve For Encumbrances											0.00	0.00
CD-00889	Other Restricted Fund Bala...											582.73	0.00
CD-00915	Assigned Unappropriated F...											0.00	0.00
	Total Balance Sheet											582.73	0.00
	YTD Rev/Exp Balance											582.73	0.00

From: George Graf <ggraf@oysterbay-ny.gov>
Sent: Wednesday, March 8, 2023 9:03 AM
To: Rob Darlenzo <rdarlenzo@oysterbay-ny.gov>



2A

TOWN OF OYSTER BAY
Inter-Departmental Memo

8/22/2023

TO: MEMORANDUM DOCKET


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

SUBJECT: TRANSFER OF FUNDS 2023

Town Board authorization is requested to transfer the following funds:

Account No.	Object Description	Amount
<u>From:</u> DPW A 1490 12000 000 0000	SALARIES PART TIME	\$500.00
<u>To:</u> DPW A 1490 44140 000 0000	TRAINING	\$500.00

This transfer is needed for Professional Engineering Continuing Education required seminars


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

RWL/dp

C: Comptroller's Office

2B

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner
Department of Parks

DATE: August 28, 2023

SUBJECT: 2023 Transfer of Funds

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

FROM:

PKS-A-7110-12010-000-0000	Salaries – Seasonal	\$20,000.00
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TO:

PKS-A-7110-41600-000-0000	Materials and Supplies	\$20,000.00
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This transfer is being requested for materials and supplies needed to maintain the parks throughout the town.



Joseph G. Pinto
Commissioner



JGP:jpb

2C

TOWN OF OYSTER BAY
Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner
Department of Parks

DATE: August 28, 2023

SUBJECT: 2023 Transfer of Funds

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

FROM:

PKS-A-7110-12010-000-0000	Salaries – Seasonal	\$20,000.00
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TO:

PKS-A-7110-41900-000-0000	Ground Supplies	\$20,000.00
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This transfer is being requested to maintain the grounds at the Town of Oyster Bay Golf Course and various parks.


Joseph G. Pinto
Commissioner



JGP:jpb

2A

TOWN OF OYSTER BAY

INTER – DEPARTMENTAL MEMO

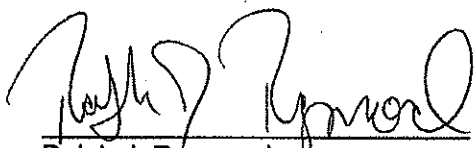
Date: AUGUST 28,2023
To: MEMORANDUM DOCKET
From: RALPH J. RAYMOND, COMMISSIONER OF GENERAL SERVICES
Subject: **OPERATING ACCOUNTS – TRANSFER OF FUNDS**

The following transfer is respectfully requested:

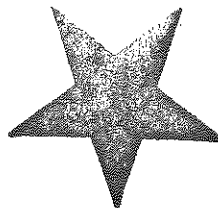
FROM:	DGS A 1620 11000 000 0000	FULL TIME SALARIES	\$50,000.00
TO:	DGS A 1620 44900 000 0000	OTHER CONTRACTS	\$20,000.00
	DGS A 1620 46300 000 0000	BUILDING PROPERTY MAINTENANCE	\$30,000.00
			<u>TOTAL \$50,000.00</u>

JUSTIFICATION: TRANSFER OF FUNDS NEEDED TO COVER SERVICES AND REPAIRS
TO VARIOUS TOWN FACILITIES

Town Board approval is respectfully requested.


Ralph J. Raymond
Commissioner of General Services

RJR/nl



2B

TOWN OF OYSTER BAY
Inter-Departmental Memorandum

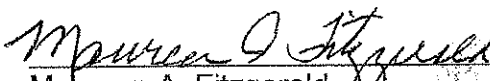
August 31, 2023

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

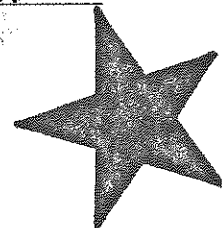
The Department of Community and Youth Services requests Town Board authorization to transfer the following funds:

From:	CYS A 7020 12000 000 0000	Salaries Part Time	\$ 100,000.00
	CYS A 7020 44930 000 0000	Bus Services	\$ 15,000.00
To:	CYS A 7020 41800 000 0000	Recreational Supplies	\$ 15,000.00
	CYS A 7020 45100 000 0000	Equipment Rental	\$ 30,000.00
	CYS A 7020 47660 000 0000	Special Events	\$ 70,000.00

The transfer will accommodate expenses for the Departmental annual events.


Maureen A. Fitzgerald
Commissioner

MAF:iw



2C

TOWN OF OYSTER BAY

Inter-Departmental Memo

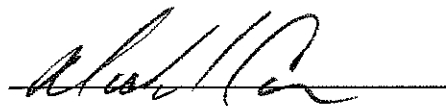
August 28, 2023

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

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

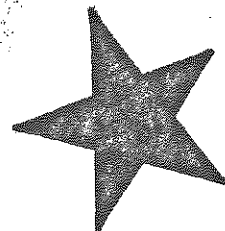
<u>ACCOUNT NO.</u>	<u>OBJECT DESCRIPTION</u>	<u>AMOUNT</u>
<u>INCREASE:</u>		
DPW-A-1640-41600-000-0000	MATERIALS & SUPPLIES	\$10,000.00
<u>DECREASE:</u>		
DPW-A-1640-46420-000-0000	OUTSIDE REPAIRS	\$10,000.00

This transfer is necessary to provide sufficient funds in order to purchase supplies for CVM shops.



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

RWL/MC/taw
C: Robert Tassone, Storekeeper I



Meeting of September 12, 2023

Resolution No. TF-11-2023

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
047-23	EXE	\$40,000.00	TWN A 1989 47900 000 0000
		\$40,000.00	TO PKS A 7110 47670 000 0000
048-23	SAN	\$25,000.00	FROM SAN SR 8160 41560 000 0000
		\$25,000.00	TO SAN SR 8160 41400 000 0000
049-23	IGA	\$68,836.53	FROM IGA CD 8689 44800 761 CZ17
		\$68,836.53	TO IGA CD 8689 44110 000 CZ17
		\$22,000.00	FROM IGA CD 8689 12000 000 CZ17
		\$22,000.00	TO IGA CD 8689 44110 000 CZ17
050-23	DPW	\$ 500.00	FROM DPW A 1490 12000 000 0000
		\$ 500.00	TO DPW A 1490 44140 000 0000
051-23	PKS	\$20,000.00	FROM PKS A 7110 12010 000 0000
		\$20,000.00	TO PKS A 7110 41600 000 0000
052-23	PKS	\$20,000.00	FROM PKS A 7110 12010 000 0000
		\$20,000.00	TO PKS A 7110 41900 000 0000
053-23	DGS	\$20,000.00	FROM DGS A 1620 11000 000 0000
		\$20,000.00	TO DGS A 1620 44900 000 0000
		\$30,000.00	FROM DGS A 1620 11000 000 0000
		\$30,000.00	TO DGS A 1520 46300 000 0000
054-23	CYS	\$30,000.00	FROM CYS A 7020 12000 000 0000
		\$30,000.00	TO CYS A 7020 45100 000 0000
		\$70,000.00	FROM CYS A 7020 12000 000 0000
		\$70,000.00	TO CYS S 7020 47660 000 0000
		\$15,000.00	FROM CYS A 7020 44930 000 0000
		\$15,000.00	TO CYS A 7020 41800 000 0000

Reviewed By
Office of Town Attorney



055-23	DPW	\$10,000.00	FROM	DPW A 1640 46420 000 0000
		\$10,000.00	TO	DPW A 1640 41600 000 0000

-II-

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

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

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated August 3, 2023, advised that Challenger Baseball, a not-for-profit-entity (as said term is defined in Section 501 [c] [3] of the United States Internal Revenue Code), is a Little League sanctioned adaptive program that gives physically and mentally challenged children the opportunity to play baseball and enjoy athletics with their peers, friends and family at no cost to athletes or spectators; and

WHEREAS, Commissioner Pinto, by said memorandum, requested Town Board authorization for the Department of Parks to conduct the Town of Oyster Bay Challenger Jamboree Baseball Tournament, in cooperation with Challenger Baseball, at John J. Burns Town Park, Massapequa, from 10:00 a.m. until 3:00 p.m., on Sunday, October 8, 2023, with the dates and times of said event subject to change at the discretion of the Commissioner of Parks and/or his designee, and with no fee being charged to either participating athletes in, or spectators of, the event; and

WHEREAS, Commissioner Pinto, by said memorandum, further advised that food and beverages may be incorporated into the event, and that the Department of Parks reserves the right to utilize the current Town food and beverage concessionaire(s) (as of the date of the event), and/or reserves the right to select alternate food and beverage provider(s) pursuant to the Town of Oyster Bay Procurement Policy, in an amount not to exceed \$3,500.00, with the funds for said payment to be drawn from Account PKS A 7110 47670 000 0000; and

WHEREAS, Commissioner Pinto, by said memorandum, further requested Town Board authorization for the Department of Parks to utilize the services of EKO productions Inc., 360-C Commack Road Deer Park, New York 11729, for DJ and/or audio services as per Town Board Resolution No. 794-2022, adopted on November 15, 2022, to provide professional DJ and/or audio services to be incorporated into said event, in an amount not to exceed \$1,000.00, with the funds for said payment to be drawn from Account No. PKS A 7110 47670 000 0000; and

WHEREAS, Commissioner Pinto, by said memorandum, further advised that event-related expenses deemed necessary by the Commissioner of Parks and/or his designee, including but not limited to signage, branded merchandise, trophies, clothing, promotional advertising, such as print, radio, television, internet and computerized pre-recorded messaging, shall not exceed \$3,000.00, with the funds for said payment to be drawn from Account No. PKS A 7110 47670 000 0000, through the Division of Purchasing of the Town's Department of General Services, and shall be subject to the Town of Oyster Bay Procurement Policy; and

WHEREAS, Commissioner Pinto, by said memorandum, further advised that any further event expenses deemed appropriate by the Commissioner of the Department of Parks, and/or his designee, shall not exceed a total amount of \$1,500.00, and shall be procured in accordance with the Town of Oyster Bay Procurement Policy, with the funds for said payment to be drawn from Account No. PKS A 7110 47670 000 0000,

MS
Reviewed By
Office of Town Attorney

Ralph P. Glavin

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby approved, and the Department of Parks is hereby authorized to conduct the Town of Oyster Bay Challenger Jamboree Baseball Tournament, in cooperation with Challenger Baseball, at John J. Burns Town Park, Massapequa, from 10:00 a.m. until 3:00 p.m., on Sunday, October 8, 2023, with the dates and times of said event subject to change at the discretion of the Commissioner of Parks and/or his designee, and with no fee being charged to either participating athletes in, or spectators of, the event; and be it further

RESOLVED, That the Department of Parks is further authorized to utilize the Services of EKO Productions, Inc., to provide professional DJ and/or audio services to be incorporated into said event, in an amount not to exceed \$1,000.00; and be it further

RESOLVED, That the funds for said payment and other expenses as set forth hereinabove, shall be drawn from Account No. PKS A 7110 47670 000 000; and be it further

RESOLVED, That the Town Comptroller is hereby authorized and directed to make payment for event-related expenses as set forth hereinabove, 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

622

TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMORANDUM

TO: MEMORANDUM DOCKET

FROM: JOSEPH G. PINTO, COMMISSIONER, DEPARTMENT OF PARKS

DATE: AUGUST 3, 2023

SUBJECT: TOWN OF OYSTER BAY CHALLENGER JAMBOREE BASEBALL TOURNAMENT

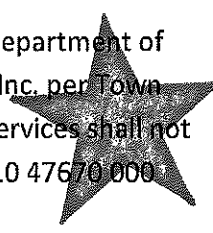
The Department of Parks is requesting Town Board approval to conduct the Town of Oyster Bay Challenger Jamboree Baseball Tournament in cooperation with Challenger Baseball. The Event will take place at John J. Burns Park, Massapequa, Sunday, October 8, 2023 from 10:00am - 3:00pm. Dates, times and location of the event may be changed at the discretion of the Commissioner of Parks and/or his designee.

Challenger Baseball, a not-for-profit entity (IRS section 501c3) is a Little League sanctioned adaptive program that gives physically and mentally challenged children the opportunity to play baseball and enjoy athletics with their peers, friends and family.

There shall be no fee for participating athletes or spectators.

Food and beverage may be incorporated into the event. The Department of Parks reserves the right to utilize the Town Food and Beverage concessionaire(s) (as of the date of the event) and/or reserves the right to select alternate food and beverage provider(s) pursuant to the Town of Oyster Bay Procurement policy. The cost for food and beverage shall not exceed \$3,500.00 and shall be paid from Account No. PKS A 7110 47670 000 0000.

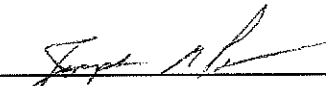
The use of DJ and/or audio services may be incorporated into the event. The Department of Parks requests Town Board approval to utilize the services of EKO Productions Inc. per Town Board Resolution No. 794-2022(attached). The total cost for DJ and /or audio services shall not exceed \$1,000.00. Funds for the fees shall be paid from Account No. PKS A 7110 47670 000 0000, through the Town General Services, Purchasing Division.



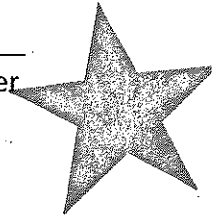
Event related expenses including but not limited to signage, branded merchandise, trophies, clothing, promotional advertising, such as print, radio, television, internet and computerized pre-recorded messaging shall not exceed \$3,000.00 and shall be paid from Account No. PKS A 7110 47670 000 0000, through the Town Purchasing Division and shall be subject to the Town's Procurement Policy.

Any further event expenses incurred, pursuant to the Town's Procurement Policy, that are deemed appropriate by the Commissioner of Parks and/or his designee shall not exceed the total amount of \$1,500.00 and shall be paid from Account No. PKS A 7110 47670 000 0000.

Pursuant to the aforementioned, the Department of Parks recommends Town Board approval.



Joseph G. Pinto, Commissioner
Department of Parks



JGP: EW

Reviewed By
Office of Town Attorney

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated August 3, 2023, requested Town Board authorization for the Department of Parks to conduct the Senior Men's All-Star Softball Game at John J. Burns Park, Massapequa, on Monday, October 9, 2022, from 5:00 p.m. - 9:00 p.m., with a rain date of Wednesday, October 11, 2023, or as otherwise determined by the Commissioner of Parks, and/or his designee; and

WHEREAS, Commissioner Pinto, by said memorandum, advised that the Department of Parks reserves the right to utilize current Town food and beverage concessionaire(s) and/or to select alternate food and beverage provider(s), pursuant to the Town of Oyster Bay Procurement Policy, at a total cost for food and beverages not exceed Two Thousand Dollars (\$2,000.00), that the funds for the payment of said food and beverages shall be drawn from Account No. PKS A 7110 47670 000 0000, and shall be paid through the Division of Purchasing of the Town's Department of General Services; and

WHEREAS, Commissioner Pinto, by said memorandum, further advised that event-related expenses, including, but not limited to, signage, branded merchandise, trophies, clothing, and promotional advertising (e.g. print, radio, television, internet and computerized pre-recorded messaging), shall not exceed a total amount of Two Thousand Dollars (\$2,000.00), that the funds for the payment of said event-related expenses shall be drawn from Account No. PKS A 7110 47670 000 0000, shall be paid through the Division of Purchasing of the Town's Department of General Services, and shall be subject to the Town of Oyster Bay Procurement Policy; and

WHEREAS, Commissioner Pinto, by said memorandum, further advised that any further event expenses incurred which are deemed appropriate by the Commissioner of the Department of Parks, and/or his designee, shall not exceed a total of One Thousand Five Hundred Dollars (\$1,500.00), and shall be procured in accordance with the Town of Oyster Bay Procurement Policy,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and that the Department of Parks is hereby authorized to conduct the Senior Men's All-Star Softball Game at John J. Burns Park, Massapequa, on Monday, October 9, 2023, from 5:00 p.m. - 9:00 p.m., with a rain date of Wednesday, October 11, 2023, or otherwise determined by the Commissioner of the Department of Parks, and/or his designee; and be it further

RESOLVED, That the Town Comptroller is hereby authorized and directed to make payment, for event-related expenses as set further hereinabove, upon 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

TOWN OF OYSTER BAY Inter-Department Memo

TO: MEMORANDUM DOCKET

FROM: JOSEPH G. PINTO, COMMISSIONER, DEPARTMENT OF PARKS

DATE: AUGUST 3, 2023.

SUBJECT: TOWN OF OYSTER BAY SENIOR MEN'S ALL-STAR SOFTBALL GAME

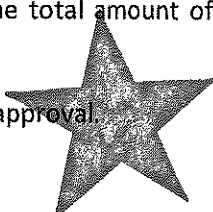
The Department of Parks requests Town Board approval to conduct the Senior Men's All-Star Softball Game at John J. Burns Park on Monday, October 9, 2023 from 5:00pm – 9:00pm with a rain date of Wednesday, October 11, 2023. Date, times and location may be changed by the Commissioner of Parks and/or his designee.

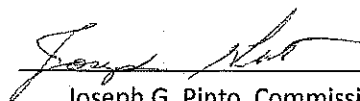
Food and beverage may be incorporated into the event. The Department of Parks reserves the right to utilize the Town Food and Beverage concessionaire(s) (as of the date of the event) and/or reserves the right to select alternate food and beverage provider(s) pursuant to the Town of Oyster Bay Procurement policy. The cost for food and beverage shall not exceed \$2,000.00 and shall be paid from Account No. PKS A 7110 47670 000 0000, through the Town General Services, Purchasing Division.

Event related expenses including but not limited to signage, branded merchandise, trophies, clothing, promotional advertising, such as print, radio, television, internet and computerized pre-recorded messaging shall not exceed \$2,000.00 and shall be paid from Account No. PKS A 7110 47670 000 0000, through the Town Purchasing Division and shall be subject to the Town's Procurement Policy.

Any further event expenses incurred, pursuant to the Town's Procurement Policy, that are deemed appropriate by the Commissioner of Parks and/or his designee shall not exceed the total amount of \$1,500.00 and shall be paid from Account No. PKS A 7110 47670 000 0000.

Pursuant to the aforementioned, the Department of Parks recommends Town Board approval.




Joseph G. Pinto, Commissioner
Department of Parks

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated August 2, 2023, requested that the Town Board authorize the Department of Parks to host the anti-bullying event entitled the "Put Bullying on Ice Awareness Night", in cooperation with the Long Island Coalition Against Bullying, Post Office Box No. 3266, Farmingdale, New York 11735, and the Long Island Crisis Center, 2740 Martin Avenue, Bellmore, New York 11710, as part of a Family Skate Night, during the public session at the Town of Oyster Bay Ice Skating Center, at Bethpage Community Park, on Saturday, October 7, 2023, in recognition of National Bullying Prevention Month; and

WHEREAS, Commissioner Pinto, by said memorandum, further requested that the Town Board authorize the Department to waive the admission and skate rental fees for all Town of Oyster Bay residents at the Town of Oyster Bay Ice Skating Center, at Bethpage Community Park, from 2:45 p.m. through 5:45 p.m., on Saturday October 7, 2023, for the anti-bullying event entitled "Put Bullying on Ice Awareness Night", with all times and dates subject to be changed at the discretion of the Commissioner of the Department of Parks, and/or his designee; and

WHEREAS, Commissioner Pinto, by said memorandum, advised that all event-related expenses, including, but not limited to, signage, branded merchandise, trophies, t-shirts, promotional advertising (i.e. print, radio, television, internet, and computerized, pre-recorded messaging), shall not exceed the total amount of One Thousand Five Hundred Dollars (\$1,500.00), that the funds for the payment of said event-related expenses shall be drawn from Account No. PKS A 7110 47670 000 0000, shall be paid through the Division of Purchasing of the Department of General Services, and shall be subject to the Town of Oyster Bay Procurement Policy; and

WHEREAS, Commissioner Pinto, by said memorandum, further advised that any further event expenses deemed appropriate by the Commissioner of the Department of Parks, or his designee, shall not exceed the total amount of One Thousand Dollars (\$1,000.00), shall be procured in accordance with the Town of Oyster Bay Procurement Policy, and that the funds for the payment of said expenses shall be drawn from Account No. PKS A 7110 47670 000 0000; and

WHEREAS, the Town Board deems the "Put Bullying on Ice Awareness Night" an appropriate and worthwhile endeavor, and one which will benefit all 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 Town Board hereby authorizes the Department of Parks to host an anti-bullying event entitled the "Put Bullying on Ice Awareness Night", in cooperation with the Long Island Coalition Against Bullying, and the Long Island Crisis Center, as part of a Family Skate Night, during the public session at the Town of Oyster Bay Ice Skating Center, at Bethpage Community Park, on Saturday, October 7, 2023, in recognition of National Bullying Prevention Month; and be it further

Reviewed By
Office of Town Attorney

Paul P. Glick

RESOLVED, That the Town Board hereby also authorizes the Department of Parks to waive the admission and skate rental fees for all Town of Oyster Bay residents at the Town of Oyster Bay Ice Skating Center, at Bethpage Community Park, from 2:45 p.m. through 5:45 p.m., on Saturday, October 7, 2023, for the anti-bullying event, "Put Bullying On Ice Awareness Night", with all dates and times subject to change at the discretion of the Commissioner of the Department of Parks, and/or his designee; and be it further

RESOLVED, That the Town Comptroller is hereby authorized and directed to make payment for all event-related expenses as set forth hereinabove, 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

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

TO: MEMORANDUM DOCKET

FROM: JOSEPH G. PINTO, COMMISSIONER, DEPARTMENT OF PARKS

DATE: AUGUST 2, 2023

SUBJECT: TOWN OF OYSTER BAY "PUT BULLYING ON ICE" AWARENESS NIGHT

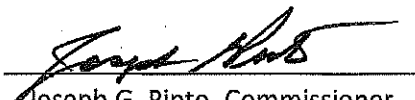
In recognition of National Bullying Prevention Month, The Town of Oyster Bay shall host, in cooperation with the Long Island Coalition Against Bullying and the Long Island Crisis Center, the "Put Bullying On Ice" Awareness Night at the Town of Oyster Bay Ice Skating Center on Saturday, October 7, 2023.

The Department of Parks is requesting Town Board approval to waive all admission and skate rental fees for the public ice skating session at the Town of Oyster Bay Ice Skating Center on Saturday, October 7, 2023 from 2:45pm – 5:45pm. Date and times may be changed at the discretion of the Commissioner of Parks, and/or his designee.

Event related expenses including but not limited to signage, branded merchandise, trophies, t-shirts, promotional advertising, such as print, radio, television, internet and computerized pre-recorded messaging shall not exceed the total amount of \$1,500.00 and shall be paid from Account No. PKS A 7110 47670 000 0000, through the Town Purchasing Division and shall be subject to the Town's Procurement Policy.

Any further event expenses, pursuant to the Town's Procurement Policy, that are deemed appropriate by the Commissioner of Parks and/or his designee shall not exceed the total amount of \$1,000.00 and shall be paid from Account No. PKS A 7110 47670 000 0000.

The Department of Parks recommends Town Board approval for this event on the terms set forth above.



Joseph G. Pinto, Commissioner,
Department of Parks

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated August 1, 2023, requested Town Board authorization to issue a refund in the amount of \$477.33 to Town of Oyster Bay resident Scott Frederick, 656 Hicksville Road, Massapequa, NY 11758, for fees paid for his son to attend the 2023 Town of Oyster Bay Summer Recreation Program at Marjorie Post Park, Massapequa, as his son attended six (6) days of camp and will not be returning to the program; and

WHEREAS, Commissioner Pinto, by said memorandum, advised that Mr. Frederick is entitled to a refund of the \$530.36 registration fee, less the 10 percent administrative fee, for a total refund of \$477.33,

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 \$477.33 to Scott Frederick; 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
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

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TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO: MEMORANDUM DOCKET

FROM: Joseph G. Pinto, Commissioner
Department of Parks

DATE: 8/1/2023

SUBJECT: Scott Frederick- Summer Recreation Marjorie Post Park Refund

The Department of Parks respectfully requests Town Board approval for a refund in the amount of \$477.33 (four hundred seventy-seven dollars and 33/100 cents) to Town of Oyster Bay resident Scott Frederick, 656 Hicksville Road, Massapequa, NY 11758. Mr. Fredericks' son attended six days of camp at Marjorie Post Park and will not be returning.

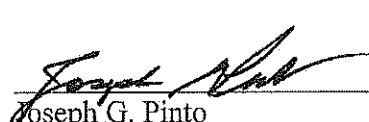
Based on the 2023 Town of Oyster Bay refund policy, Scott Frederick is eligible to receive the refund minus a 10% administration fee as follows:

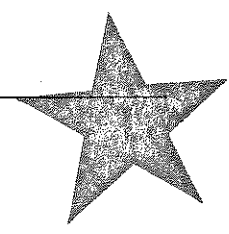
Summer Recreation Marjorie Post Park	\$530.36
<u>10% Administration Fee</u>	<u>\$53.03</u>

TOTAL REFUND **\$477.33 (four hundred seventy-seven dollars and 33/100 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

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 31, 2023, authorized the Highway Department to clean up the premises located at 28 High Street, Farmingdale, New York 11735, also known as Section 49, Block 21, Lot 142 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, by memorandum dated August 10, 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 June 13, 2023, in the total amount of \$1,465.42, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, as set forth in their memorandum dated August 10, 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 \$1,465.42 may be assessed by the Legislature of the County of Nassau against the parcel known as 28 High Street, Farmingdale, New York 11735, also known as Section 49, Block 21, Lot 142 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

The foregoing resolution was declared adopted after a 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: August 10, 2023

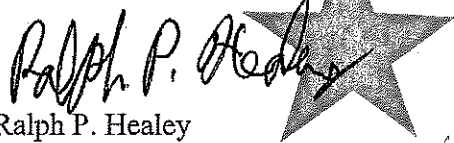
SUBJECT: Property Cleanup Assessment
28 High Street, Farmingdale, New York 11735
Section 49, Block 21, Lot 142

The Department of Planning and Development, by memorandum dated May 31, 2023, directed the Highway Department to clean the premises located at 28 High Street, Farmingdale, New York 11735, also known as Section 49, Block 21, Lot 142 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated June 16, 2023, advised that the property was cleaned by a crew from the Highway Department on June 13, 2023. The cost incurred by the Town of Oyster Bay was \$1,465.42.

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

Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA
TOWN ATTORNEY


Ralph P. Healey
Deputy Town Attorney

RPH:aml
Attachments

2023-9139

TOWN OF OYSTER BAY

Inter-Departmental Memo

May 31, 2023

To: RICHARD W. LENZ, PE: COMMISSIONER/DPW
From: HAROLD B. MAYER, JR: COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 28 HIGH STREET, FARMINGDALE, NEW YORK 11735
SBL: 49-21-142

Notice of Violation number 09015 was issued to the owner of the above-referenced premises on 05/23/2023 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.

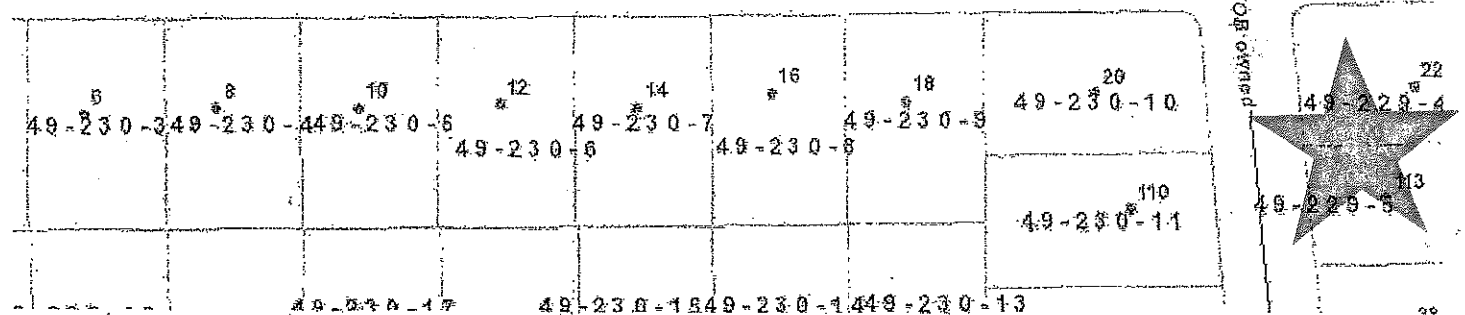
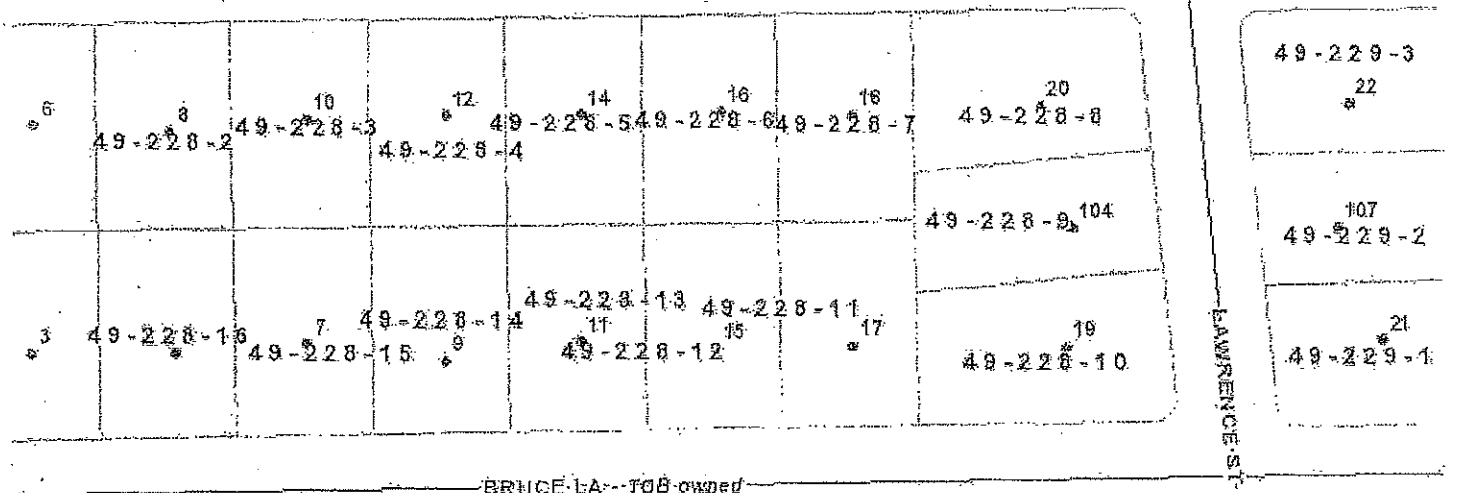
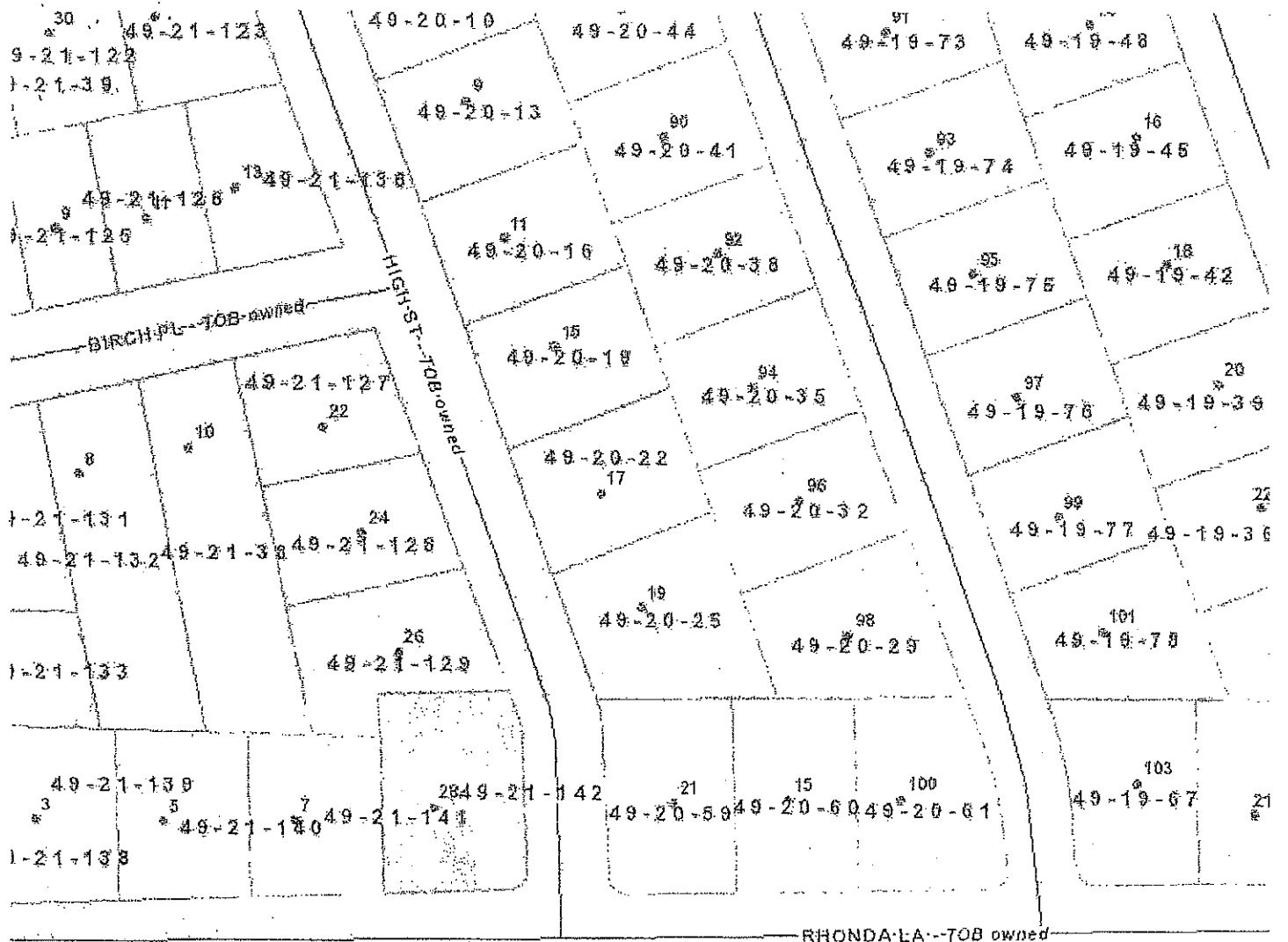
HAROLD B. MAYER, JR
COMMISSIONER


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 31, 2023

Andrew Koppie
28 High Street
Farmingdale, N.Y. 11735

RE: 28 HIGH STREET, FARMINGDALE, NEW YORK 11735
SECTION 49 BLOCK 21 LOT 142
DIRECTIVE TO MAINTAIN RESIDENTIAL PROPERTY

Andrew Koppie,

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 09015, dated 05/23/2023, 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:sf

cc: Office of the Town Attorney

cc: Andrew Preston, Esq., BRFH&D Attorneys at Law

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: JUNE 21, 2023

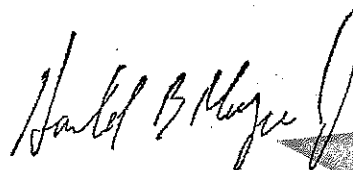
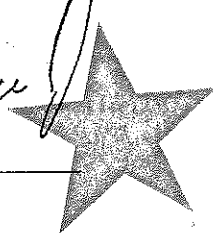
SUBJECT: 28 HIGH STREET, FARMINGDALE, NEW YORK 11735
SECTION 49, BLOCK 21, LOT(S) 142

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: \$ 1,465.42

It is respectfully requested that your Office take the necessary steps in order to obtain an approval for an assessment of \$1,465.42 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
JUN 23 2023

THIS INDENTURE, made the
BETWEEN

17th

day of December

in the year 2004

Humera Rahman and Ghourreen Rahman, as to an undivided one-half interest, residing at 28 High Street, Farmingdale, New York 11735

party of the first part, and

Andrew Kopple, residing at 26 Bernard Street, Farmingdale, New York 11735

party of the second part.

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs 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 and made a part hereof.

BEING AND INTENDED TO BE, the same premises conveyed by deed from Ateeq Rahman and Humera Rahman to Humera Rahman and Ghourreen Rahman dated 12/4/97 and recorded on 1/12/98 in Liber 10866 Page 0092 in the Nassau County Clerk's Office.

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

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

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

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

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

IN PRESENCE OF:

Humera Rahman by Ateeq Rahman
Humera Rahman
Ghourreen Rahman by Ghourreen Rahman
Ghourreen Rahman

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

June 16, 2023

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

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

**SUBJECT: 28 HIGH STREET, FARMINGDALE
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 \$1,465.42.

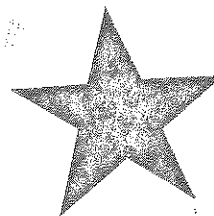
If you have any questions pertaining to the above subject, please feel free to contact this office.



**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 (49-21-142) 28 HIGH ST FARMINGDALE 11735

Date Jun 13, 2023

Work Order # 105634

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
MICHAEL MCGEEVER	General Maintenance	01:00	\$33.89	00:00	0	\$33.89
NICOLAS CAMMARANO	General Maintenance	01:00	\$29.57	00:00	0	\$29.57
LOUIS CICCOLELLA	General Maintenance	01:00	\$25.24	00:00	0	\$25.24
DANIEL MCQUAID	General Maintenance	01:00	\$24.52	00:00	0	\$24.52
STEVEN KELLY	General Maintenance	01:00	\$26.68	00:00	0	\$26.68
ROBERT F SPERO	General Maintenance	01:00	\$24.52	00:00	0	\$24.52
Total Labor						\$164.42

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU500	2023 FORD F-250 YW	\$79.00	01:00	\$79.00
TD682	TRUCK DUMP 2010 FORD F-350 YW (T-205) - Power Wagons	\$105.00	01:00	\$105.00
TD719	TRUCK DUMP 2013 INTER 7300 YELLO (T-271)- 6 Wheeler	\$131.00	02:00	\$262.00
TR151	TRAILER 2007 CCOUN 510TS BLACK	\$105.00	01:00	\$105.00
Total Equipment				\$551.00

Materials

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

Grand Total \$1465.42

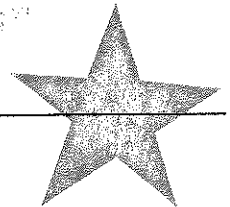
Description of Work:
CLEAN UP 28 HIGH STREET FM

Signature: _____

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Jun 15, 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 June 2, 2023, authorized the Highway Department to clean up the premises located at 218 Nicholai Street, Hicksville, New York 11801, also known as Section 11, Block 323, Lot 23 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, by memorandum dated August 10, 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 June 14, 2023, in the total amount of \$1,189.77, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, as set forth in their memorandum dated August 10, 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 \$1,189.77 may be assessed by the Legislature of the County of Nassau against the parcel known as 218 Nicholai Street, Hicksville, New York 11801, also known as Section 11, Block 323, Lot 23 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

602-7

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: August 10, 2023

SUBJECT: Property Cleanup Assessment
218 Nicholai Street, Hicksville, New York 11801
Section 11, Block 323, Lot 23

The Department of Planning and Development, by memorandum dated June 2, 2023, directed the Highway Department to clean the premises located at 218 Nicholai Street, Hicksville, New York 11801, also known as Section 11, Block 323, Lot 23 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated June 16, 2023, advised that the property was cleaned by a crew from the Highway Department on June 14, 2023. The cost incurred by the Town of Oyster Bay was \$1,189.77.

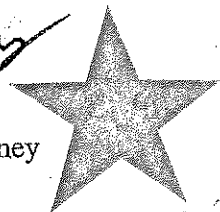
Pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, which allows the Town to be reimbursed for the cost of the work performed, the Highway Department has requested that the cost of said work be referred to the County of Nassau for placement on the Nassau County Tax Assessment Rolls.

Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA
TOWN ATTORNEY



Ralph P. Healey
Deputy Town Attorney



RPH:aml
Attachments

2023-9135

TOWN OF OYSTER BAY

Inter-Departmental Memo

June 02, 2023

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

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

**Subject: 218 NICHOLAI STREET, HICKSVILLE, NEW YORK 11801
SBL: 11-323-23**

Notice of Violation number V257-23526084458 was issued to the owner of the above-referenced premises on 05/26/2023 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.

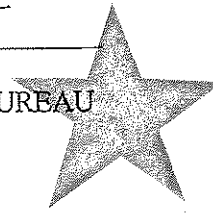
In accordance with the provisions of Chapter 135, Section 54, I am directing that:

- 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



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

June 02, 2023

M&L Builders
505 S. Broadway
Hicksville, New York 11801

RE: 218 NICHOLAI STREET., HICKSVILLE, NEW YORK 11801
SECTION 11 BLOCK 323 LOT 23
DIRECTIVE TO MAINTAIN RESIDENTIAL PROPERTY

M&L Builders:

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 V257-23526084458, dated 05/26/2023, 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.

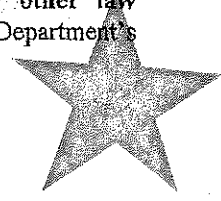
According to Chapter 135 (Housing Standards), Section 54 (Compliance With Notice; Assessment of Costs) of the Code of the Town of Oyster Bay, as the Commissioner of the Department of Planning and Development, I am empowered to direct the Town to clean-up the subject property, which includes the maintenance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


HAROLD B. MAYER, JR.
COMMISSIONER

ME:sf
Office of Town Attorney
Enclosure



AML

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 21, 2023

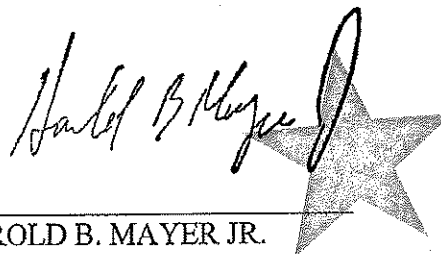
SUBJECT: 218 W. NICHOLAI STREET, HICKSVILLE, NEW YORK 11801
SECTION 11, BLOCK 323, LOT(S) 23

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: \$ 1,189.77

It is respectfully requested that your Office take the necessary steps in order to obtain an approval for an assessment of \$1,189.77 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.

RECEIVED
JUN 22 2023

52
S-11
A-33
L-23

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

STANDARD NYBTU FORM 6047

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

[Signature] THIS INDENTURE, made February 19, 2021 BETWEEN:

NICHOLAI REALTY, LLC, located at 48 Kalda Avenue, New Hyde Park, NY 11040

Party of the first part, and

M&L BUILDERS NY INC., located at 505 S. Broadway, Hicksville, NY 11801

Party of the second part,

WITNESSETH, that the party of the first part, in consideration of \$10.00(TEN) dollars,
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 buildings and improvements thereon
erected, situate, lying and being in the

[SEE ATTACHED SCHEDULE A]



TS
Said premises known as and by Section 11, Block 323, Lot 23

Being the same premises described in the deed to the parties of the first part dated October 1, 2020 and recorded in the Nassau County Clerk's Office on Oct 2, 2020 at Liber 13993, page 85.

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.

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:


TARVINDER S. THIND, Managing Member 

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

June 16, 2023

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

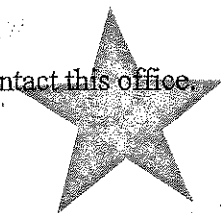
FROM: JOHN C. TASSONE, CHIEF DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS


SUBJECT: 218 NICHOLAI 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 \$1,189.77.

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 (11-323-23) 218 NICHOLAI ST HICKSVILLE 11801

Date Jun 14, 2023

Work Order # 105708

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
GARY LEWIS, II	General Maintenance	01:00	\$38.46	00:00	0	\$38.46
BRIAN KWAS	General Maintenance	01:00	\$28.85	00:00	0	\$28.85
SEAN MCLAUGHLIN	General Maintenance	01:00	\$29.57	00:00	0	\$29.57
RICHARD SANDIFORD II	General Maintenance	01:00	\$33.89	00:00	0	\$33.89
JEFFREY MOODY, JR.	General Maintenance	01:00	\$20.00	00:00	0	\$20.00
Total Labor						\$150.77

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU489	2022 FORD F250 YELLOW	\$79.00	01:00	\$79.00
TD736	TRUCK DUMP 2016 DODGE RAM 3500 - POWER WAGON (T105)	\$105.00	01:00	\$105.00
TD752	2019 FORD F450 POWER WAGON	\$105.00	01:00	\$105.00
Total Equipment				\$289.00


Materials

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

Grand Total \$1189.77

Description of Work:

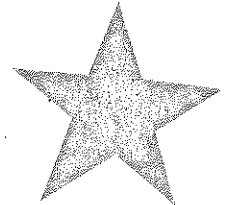
CLEAN UP 218 NICHOLAI STREET HV

Signature: 

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Jun 15, 2023



Meeting of September 12, 2023

Resolution No.628-2023

REVIEWED BY
OFFICE OF TOWN ATTORNEY
Ralph P. Healey

WHEREAS, pursuant to Sections 96-15 and 96-20 of the Code of the Town of Oyster Bay, the Department of Planning and Development, by its emergency powers, authorized the Highway Department to vacate and secure the dwelling located at, 4 Terry Lane, Plainview, New York 11803, also known as Section 46, Block 567, Lot 22 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 August 1, 2023, pursuant to Section 96-19 of the Code of the Town of Oyster Bay, have requested that the cost of securing the premises on May 31, 2023, in the amount of \$888.14, 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 August 1, 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 \$888.14 may be assessed by the Legislature of the County of Nassau against the parcel known as 4 Terry Lane, Plainview, New York 11803, also known as Section 46, Block 567, Lot 22 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

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

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: August 1, 2023

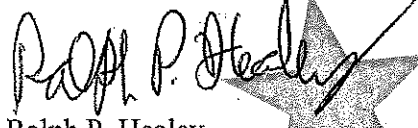
SUBJECT: Property Cleanup Assessment
4 Terry Lane, Plainview, New York 11803
Section 46, Block 567, Lot 22

By the emergency powers granted to the Department of Planning and Development, the Highway Department vacated and secured the premises located at 4 Terry Lane, Plainview, New York 11803, also known as Section 46, Block 567, Lot 22 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memo dated June 6, 2023, advised that the property was secured by a crew from the Highway Department on May 31, 2023. The cost incurred by the Town of Oyster Bay was \$888.14.

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

Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA
TOWN ATTORNEY


Ralph P. Healey
Deputy Town Attorney

RPH:aml
Attachments

2023-9114

Ken Bishop

From: Richard Lenz
Sent: Wednesday, May 31, 2023 3:05 PM
To: Ken Bishop
Cc: Mary DiLena
Subject: FW: 4 Terry Lane, Plainview - Dangerous Building

4 Terry Lane, Plainview - Dangerous Building.

Richard W. Lenz, P. E.
Commissioner
Department of Public Works / Highway
150 Miller Place, Syosset NY 11791
(516) 677-5124



From: Timothy R. Zike <tzike@oysterbay-ny.gov>
Sent: Wednesday, May 31, 2023 12:22 PM
To: Richard Lenz <rrenz@oysterbay-ny.gov>; John Tassone <jtassone@oysterbay-ny.gov>
Cc: Hal Mayer <hmayer@oysterbay-ny.gov>; Gregory Carman <gcarman@oysterbay-ny.gov>; Frank Scalera <fscalera@oysterbay-ny.gov>; Michael Esposito <mesposito@oysterbay-ny.gov>; Justin McCaffrey <jmccaffrey2@oysterbay-ny.gov>; Margaret Lippolt <mlippolt@oysterbay-ny.gov>; Angelo Delligatti <adelligatti@oysterbay-ny.gov>
Subject: 4 Terry Lane, Plainview - Dangerous Building

John,

Pursuant to Chapter 96 (Dangerous and Abandoned Buildings), Section 20 (Emergencies) of the Code of the Town of Oyster Bay, this Department has declared that the dwelling located at 4 Terry Lane, Plainview, New York (Section 46, Block 567, Lot 22) is a "Dangerous Building" and therefore it is to be vacated and secured.

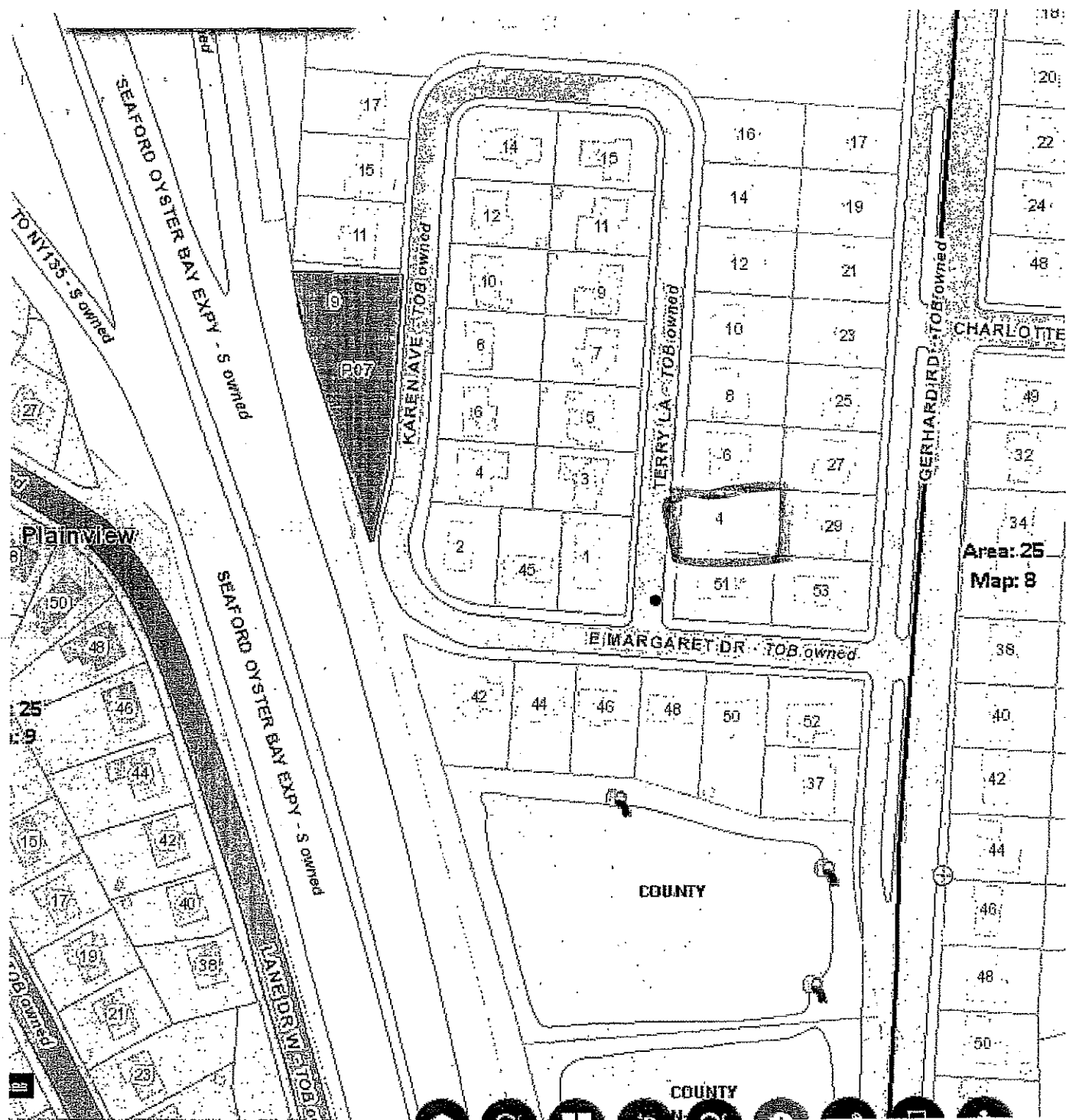
It is respectfully requested that the Town of Oyster Bay's Department of Public Works – Highway Division have personnel immediately lock and secure all doors and windows on the dwelling.

Thank you for assistance in this matter.

If you have any questions, please contact me at extension 6267.

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

No Deed



5/31/23

4 Terry Ln, Plainview

M. Ke G
Jeh
mm

Secure doors + windows front + back
Polly on front windows if we have -

TV052

12:30

1 Hour

2 Hasps
2 Locks
1 4x8
Plexi

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 13, 2023

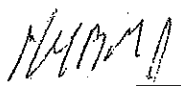
SUBJECT: 4 TERRY LANE, PLAINVIEW, NEW YORK 11803
SECTION 46, BLOCK 567, LOT(S) 22

The above referenced property was boarded-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 board-up costs by approving an assessment to the subject property's tax bill. Enclosed are copies of the supporting documentation and costs relating to the board-up of the subject property. The costs for the subject property's board-up are as follows:

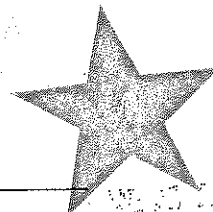
1) T.O.B. Highway Department Board-Up Costs: \$ 888.14

It is respectfully requested that your Office take the necessary steps in order to obtain an approval for an assessment of \$ 888.14 to be added to the subject property tax bill in order to be reimbursed for the Town's work to board-up the subject property.

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



HAROLD B. MAYER JR.
COMMISSIONER



ME:ml
Encls.



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

COPY

HAROLD B. MAYER, JR.
COMMISSIONER

ANGELO A. DELIGATTI, ESQ.
SPECIAL COUNSEL

TIMOTHY R. ZIKE
DEPUTY COMMISSIONER

SCOTT L. BYRNE
DEPUTY COMMISSIONER

May 31, 2023

Ms. Sheryl Mendelson
4 Terry Lane
Plainview, New York 11803

RE: 4 TERRY LANE - PLAINVIEW, NEW YORK
SECTION 46, BLOCK 567, LOT 22
DANGEROUS BUILDING NOTICE

Dear Ms. Medelson:

Please be advised that this Department has conducted an inspection of the above referenced property on May 31, 2023. Based on the inspection results and pursuant to Chapter 96 (Dangerous and Abandoned Buildings), Section 20 (Emergencies) of the Code of the Town of Oyster Bay, this Department has determined that the dwelling located on the subject property is deemed to be a **DANGEROUS BUILDING**. This Department has ORDERED that the **DANGEROUS BUILDING** be vacated and secured since the dwelling would pose a threat to the health, safety and welfare of any occupant of the dwelling located at the subject address.

Additionally, pursuant to Chapter 96, Section 19 of the Code of the Town of Oyster Bay, the Town shall be reimbursed for the cost of the work to vacate and secure the **DANGEROUS BUILDING**.

NO ENTRY INTO THE **DANGEROUS BUILDING** IS PERMITTED BY ANY PERSON OR PERSONS WITHOUT THE CONSENT OF THE TOWN OF OYSTER BAY DEPARTMENT OF PLANNING AND DEVELOPMENT.

Interference with this order may be considered an obstruction of governmental authority and will be subject to further Code Enforcement action and/or penal actions taken by other law enforcement agencies.

If you have any further questions regarding this matter, kindly contact this Department's Code Enforcement Bureau at (516) 624-6237.

Very truly yours,

Timothy R. Zike, Deputy Commissioner
HAROLD B. MAYER, JR.
COMMISSIONER

HBM:tz

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

June 6, 2023

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

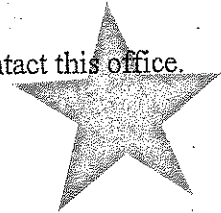
FROM: JOHN C. TASSONE, CHIEF DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS


SUBJECT: 4 TERRY LANE, PLAINVIEW
BOARD-UP

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

In accordance with the rectification of this violation it is asked that this division be reimbursed in the total amount of \$888.14.

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 (46-567-22) 4 TERRY LN PLAINVIEW 11803

Date May 31, 2023

Work Order # 105637

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
MICHAEL R. GIORDANO	General Maintenance	01:00	\$34.62	00:00	0	\$34.62
JOHN MURRAY	General Maintenance	01:00	\$24.52	00:00	0	\$24.52
Total Labor						\$59.14

Tools/Vehicle

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

Materials

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

Grand Total \$888.14

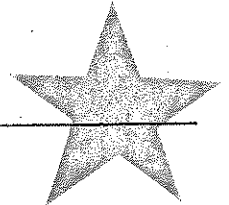
Description of Work:
BOARD UP 4 TREE LANE PL

Signature: Peter Brown

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Jun 6, 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 June 6, 2023, authorized the Highway Department to clean up the premises located at 17 Bunker Lane, Hicksville, New York 11801, also known as Section 46, Block 470, Lot 39 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, by memorandum dated August 10, 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 June 14, 2023, in the total amount of \$900.77, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, as set forth in their memorandum dated August 10, 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 \$900.77 may be assessed by the Legislature of the County of Nassau against the parcel known as 17 Bunker Lane, Hicksville, New York 11801, also known as Section 46, Block 470, Lot 39 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

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

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: August 10, 2023

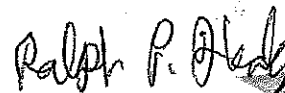
SUBJECT: Property Cleanup Assessment
17 Bunker Lane, Hicksville, New York 11801
Section 46, Block 470, Lot 39

The Department of Planning and Development, by memorandum dated June 6, 2023, directed the Highway Department to clean the premises located at 17 Bunker Lane, Hicksville, New York 11801, also known as Section 46, Block 470, Lot 39 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated June 16, 2023, advised that the property was cleaned by a crew from the Highway Department on June 14, 2023. The cost incurred by the Town of Oyster Bay was \$900.77.

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

2023-9132

TOWN OF OYSTER BAY

Inter-Departmental Memo

June 06, 2023

To: RICHARD W. LENZ, PE: COMMISSIONER/DPW
From: HAROLD B. MAYER, JR: COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 17 BUNKER LANE, HICKSVILLE, NEW YORK 11801
SBL: 46-470-39

Notice of Violation number V256-23531152011 was issued to the owner of the above-referenced premises on 05/31/2023 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.

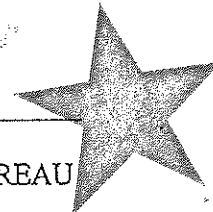
In accordance with the provisions of Chapter 135, Section 54, I am directing that:

- Lawn and vegetation to be cut in the front sides, rear yard and utility strip.
- Bushes to be trimmed in front, sides and rear yards.

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. ZIGGE
DEPUTY COMMISSIONER

SCOTT L. BYRNE
DEPUTY COMMISSIONER

June 06, 2023

Jason Fels
17 Bunker Lane
Hicksville, N.Y. 11801

RE: 17 BUNKER LANE, HICKSVILLE, NEW YORK 11801
SECTION 46 BLOCK 470 LOT 39
DIRECTIVE TO MAINTAIN RESIDENTIAL PROPERTY

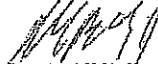
Jason Fels,

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 V256-23531152011, dated 05/31/2023, 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.

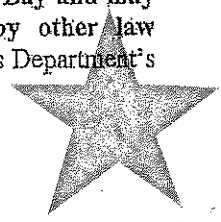
According to Chapter 135 (Housing Standards), Section 54 (Compliance With Notice; Assessment of Costs) of the Code of the Town of Oyster Bay, as the Commissioner of the Department of Planning and Development, I am empowered to direct the Town to clean-up the subject property, which includes maintenance of lawn and vegetation to be under 8 inches in height and trim overgrown bushes in front sides, rear yard and utility strip. 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
Enclosure



AML

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 21, 2023

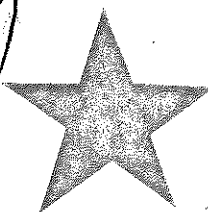
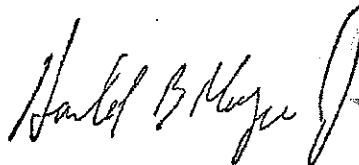
SUBJECT: 17 BUNKER LANE, HICKSVILLE, NEW YORK 11801
SECTION 46, BLOCK 470, LOT(S) 39

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: \$ 900.77

It is respectfully requested that your Office take the necessary steps in order to obtain an approval for an assessment of \$900.77 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.

2023 JUN 21 PM 4:10
TOWN OF OYSTER BAY

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT

THIS INDENTURE, made the 24th day of October, 2003.
BETWEEN

GLENN O'GRADY and LINDA O'GRADY, husband and wife,
17 Bunker Lane, Hicksville, New York 11801

party of the first part, and

JASON FELS and Claudia Fels, his wife
23 Hamlet Road, Levittown, New York 11756

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever, ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

SEE DESCRIPTION ATTACHED HERETO

Section : 46
Block : 470
Lot : 39

SAID PREMISES being known as 17 Bunker Lane, Hicksville, New York 11801

BEING and intended to be the same premises as described under deed dated 12/19/86 and recorded in the Nassau County Clerk's Office on 7/31/87 under Liber 9832, Page 127

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:

Glenn O'Grady
his Attorney in fact

GLENN O'GRADY
Linda O'Grady
her Attorney in fact

LINDA O'GRADY

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

June 16, 2023

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

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

SUBJECT: 17 BUNKER LANE, 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 \$900.77.

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 (46-470-39) 17 BUNKER LN HICKSVILLE 11801

Date Jun 14, 2023

Work Order # 105859

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
GARY LEWIS, II	General Maintenance	01:00	\$38.46	00:00	0	\$38.46
BRIAN KWAS	General Maintenance	01:00	\$28.85	00:00	0	\$28.85
SEAN MCLAUGHLIN	General Maintenance	01:00	\$29.57	00:00	0	\$29.57
RICHARD SANDIFORD II	General Maintenance	01:00	\$33.89	00:00	0	\$33.89
JEFFREY MOODY, JR.	General Maintenance	01:00	\$20.00	00:00	0	\$20.00
Total Labor						\$150.77

Tools/Vehicle


Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
Total Equipment				

Materials

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

Grand Total \$900.77

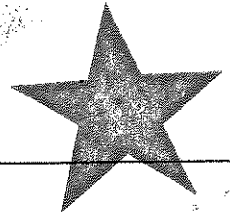
Description of Work:
CLEAN UP 17 BUNKER LANE HV

Signature: 

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Jun 15, 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 June 2, 2023, authorized the Highway Department to clean up the premises located at 45 Thirteenth Street, Locust Valley, New York 11560, also known as Section 30, Block 22, Lots 48, 49, 57 and 58 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, by memorandum dated August 1, 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 June 7, 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 Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, as set forth in their memorandum dated August 1, 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 45 Thirteenth Street, Locust Valley, New York 11560, also known as Section 30, Block 22, Lots 48, 49, 57 and 58 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

704
REVIEWED BY
OFFICE OF TOWN ATTORNEY

Ralph P. Healey

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

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

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

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: August 1, 2023

SUBJECT: Property Cleanup Assessment
45 Thirteenth Street, Locust Valley, New York 11560
Section 30, Block 22, Lots 48, 49, 57 and 58

The Department of Planning and Development, by memorandum dated June 2, 2023, directed the Highway Department to clean the premises located at 45 Thirteenth Street, Locust Valley, New York 11560, also known as Section 30, Block 22, Lots 48, 49, 57 and 58 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated June 8, 2023, advised that the property was cleaned by a crew from the Highway Department on June 7, 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

2023-9/12

TOWN OF OYSTER BAY

Inter-Departmental Memo

June 02, 2023

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

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

Subject: 45 13TH STREET, LOCUST VALLEY, NEW YORK 11560
SBL: 30-22-48, 49, 57 and 58

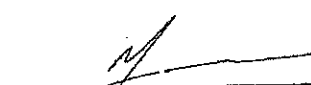
Notice of Violation number 09014 was issued to the owner of the above-referenced premises on 05/22/2023 for property non-maintenance, in violation of Chapter 135, Section 52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

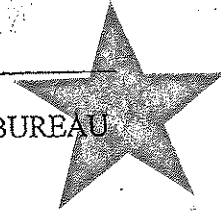
In accordance with the provisions of Chapter 135, Section 54, I am directing that:

- **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

June 02, 2023

The Estate of Joseph Brown 2
45 13th Street
Locust Valley, N.Y. 11560

RE: 45 13TH STREET, LOCUST VALLEY, NEW YORK 11560
SECTION 30 BLOCK 22 LOT 48
DIRECTIVE TO MAINTAIN RESIDENTIAL PROPERTY

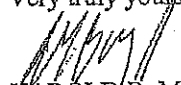
Joseph
The Estate of ~~James~~ Brown,

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 09014, dated 05/22/2023, 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.

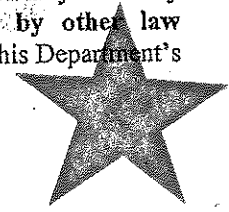
According to Chapter 135 (Housing Standards), Section 54 (Compliance With Notice; Assessment of Costs) of the Code of the Town of Oyster Bay, as the Commissioner of the Department of Planning and Development, I am empowered to direct the Town to clean-up the subject property, which includes maintenance 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
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: JUNE 13, 2023

SUBJECT: 45 THIRTEENTH STREET, LOCUST VALLEY, NEW YORK 11560
SECTION 30, BLOCK 22, LOT(S) 48

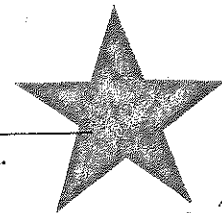
The above referenced property was cleaned-up by the Town of Oyster Bay, following the procedures of Chapter 135 (Housing Standards), Article VI (Residential Property Maintenance) of the Code of the Town of Oyster Bay. According to Chapter 135, Section 54 (Compliance with Notice; Assessment of Costs) 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



RECEIVED
JUN 14 2023
TOWN OF OYSTER BAY

ME:ml
Encls.

BETWEEN: JOSEPH BROWN and EDITH BROWN, residing at 110 Cross Street, Locust Valley, New York 11560, as administrators of the Estate of Gloria H. Brown, and Gloria H. Brown and Gloria Brown, deceased

party of the first part, and JOSEPH BROWN, residing at 110 Cross Street, Locust Valley, New York 11560, as to a one hundred (100%) per cent fee interest

party of the second part

WITNESSETH, that the party of the first part, by virtue of the power and authority given in and by said last will and testament and in consideration of TEN DOLLARS \$ 10.00.00, 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 City of Glen Cove and the Town of Oyster Bay, Nassau County, New York, and known, distinguished and designated as Lots Numbered 48, 49, 57 and 58 on map filed in Nassau County Clerk's Office in the month of April, 1914 and entitled, "Subdivision Plan of Woodland Park, near Locust Valley, L.I. property of the Locust Valley Realty Company, Inc., March 1914, R.C. Harrington, C.E., Glen Cove, Long Island."

Said premises being bounded and described according to the above mentioned map as follows:
BEGINNING at appoint on the easterly side of Fourteenth Street distant 75 feet southerly from the corner formed by the intersection of the easterly side of Fourteenth Street and the southerly side of Leona Place;

RUNNING THENCE easterly at right angles to the easterly side of Fourteenth Street 100 feet;

RUNNING THENCE southerly and parallel with Fourteenth Street 25 feet;

RUNNING THENCE easterly at right angles to Thirteenth Street 100 feet to the westerly side of Thirteenth Street;

RUNNING THENCE southerly along the westerly side of Thirteenth Street 50 feet;

RUNNING THENCE westerly at right angles to Thirteenth Street 100 feet;

RUNNING THENCE NORTHERLY PARALLEL WITH THIRTEENTH STREET 25 FEET;

RUNNING THENCE northerly along the easterly side of Fourteenth Street 50 feet to the point or place of BEGINNING.

Said premises is intended to be the same as: 45 Thirteenth Street, Locust Valley, New York; Section 30, Block 22, Lots 48, 49, 57 and 58.

Being and intended to be the same premises described in Deed dated February 7, 1957, recorded in Deed 6169, Page 517, on February 15, 1957

GRAHAM BROWN is granted a Life Estate interest in this property.

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 also, all the estate which the said decedent had at the time of decedent's death in said premises, and also the estate therein, which the party of the first part has or has power to convey or dispose of, whether individually, or by virtue of said will or otherwise; 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 signed and sealed these presents at the above written.

IN PRESENCE OF

RECEIVED IN
THIS CONDITION

JOSEPH BROWN
Edith M. Brown
EDITH M. BROWN

Edith Marie Brown

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

June 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: 45 13TH STREET, LOCUST VALLEY
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.

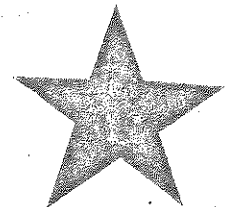
If you have any questions pertaining to the above subject, please feel free to contact this office.



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 (30-22-48) 45 13TH ST LOCUST VALLEY 11560

Date Jun 7, 2023

Work Order # 105707

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				\$184.40

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:

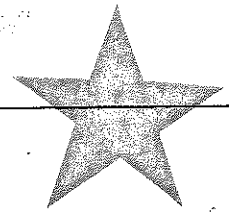
CLEAN UP 45 13TH STREET LV

Signature: PtB

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Jun 8, 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 May 23, 2023, authorized the Highway Department to clean up the premises located at 48 Summers Street, Oyster Bay, New York 11771, also known as Section 27, Block 59, Lot 10 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, by memorandum dated August 1, 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 June 1, 2023, in the total amount of \$2,407.98, 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 August 1, 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 \$2,407.98 may be assessed by the Legislature of the County of Nassau against the parcel known as 48 Summers Street, Oyster Bay, New York 11771, also known as Section 27, Block 59, Lot 10 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

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

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: August 1, 2023


SUBJECT: Property Cleanup Assessment
48 Summers Street, Oyster Bay, New York 11771
Section 27, Block 59, Lot 10

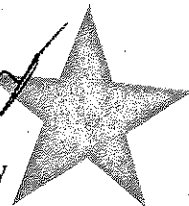
The Department of Planning and Development, by memorandum dated May 23, 2023, directed the Highway Department to clean the premises located at 48 Summers Street, Oyster Bay, New York 11771, also known as Section 27, Block 59, Lot 10 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated June 6, 2023, advised that the property was cleaned by a crew from the Highway Department on June 1, 2023. The cost incurred by the Town of Oyster Bay was \$2,407.98.

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

2023-9092

TOWN OF OYSTER BAY

Inter-Departmental Memo

May 23, 2023

To: RICHARD W. LENZ, PE: COMMISSIONER/DPW
From: HAROLD B. MAYER, JR: COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 48 SUMMERS STREET, OYSTER BAY, NEW YORK 11771
SBL: 27-59-10


Notice of Violation number 09010 was issued to the owner of the above-referenced premises on 05/17/2023 for property non-maintenance, in violation of Chapter 135, Section 52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

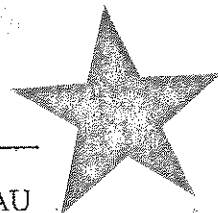
In accordance with the provisions of Chapter 135, Section 54, I am directing that:

- Lawn and vegetation to be cut on the subject property.
- Remove all litter and debris.

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 23, 2023

Memorable Property Solutions, LLC
888 E. Jericho Tpke. Ste 421
Huntington Station, N.Y. 11746

RE: 48 SUMMERS STREET, OYSTER BAY, NEW YORK 11771
SECTION 27 BLOCK 59 LOT 10
DIRECTIVE TO MAINTAIN RESIDENTIAL PROPERTY

Memorable Property Solutions, 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 09010, dated 05/17/2023, 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 removal of all litter and 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: JUNE 12, 2023

SUBJECT: 48 SUMMERS STREET, OYSTER BAY, NEW YORK 11771
SECTION 27, BLOCK 59, LOT(S) 10

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: \$ 2,407.98

It is respectfully requested that your Office take the necessary steps in order to obtain an approval for an assessment of \$2,407.98 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

MB:ml
Encls.

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

THIS INDENTURE, dated as of the 28th day of March in the year 2022

BETWEEN

Maryanne Jazwinski

having an address at 48 Summers Street, Oyster Bay, NY 11771;

party of the first part, and

Memorable Property Solutions LLC,

having an address at 288 East Jericho Turnpike, Suite 401
Huntington Station, NY 11746

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten (\$10.00) dollars, 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 buildings and improvements thereon erected, as described in SCHEDULE A attached hereto and a part hereof.

Said premises being known as and by the street address of 48 Summers Street, Oyster Bay, NY 11771;

Section 27 Block 59 Lots 10

The premises herein being and intended to be the same premises as described in Deed made by James J. Jazwinski dated 9/12/96 and recorded 9/20/96 in Liber 10697 Cp. 357 and dated 11/11/10 recorded 12/29/10 in Liber 12681 Page 828 in the office of the Clerk of the County of Nassau.

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 to 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:

GRANTORS:

Maryanne Jazwinski

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

State of New York, County of Nassau

ss.:

State of New York, County of

ss.:

On the 28th day of March in the year 2021
before me, the undersigned, personally appeared

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

Maryanne Jazwinski

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 the acknowledgment)

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 the acknowledgment)

MAGIE STANDER
NOTARY PUBLIC STATE OF NEW YORK
NO. 01576184626
QUALIFIED IN SUFFOLK COUNTY
MY COMMISSION EXPIRES 04-07-2020

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

SECTION 27
BLOCK 59
LOTS 10
COUNTY NASSAU
STREET ADDRESS 48 Summers Street
Oyster Bay, NY 11771

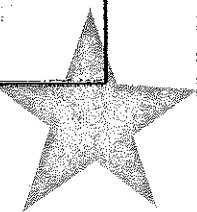
Jazwinski

TO

Memorable Property Solutions LLC

RETURN BY MAIL TO:

Memorable Property Solutions, LLC
62 Fox Lane
Dix Hills NY 11746



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

June 6, 2023

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

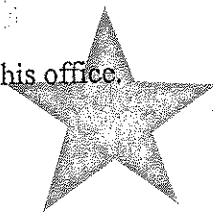
FROM: JOHN C. TASSONE, CHIEF DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS


SUBJECT: 48 SUMMERS STREET, OYSTER BAY
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 \$2,407.98.

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 (27-59-10) 48 SUMMERS ST OYSTER BAY 11771

Date Jun 1, 2023

Work Order # 105154

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
NICHOLAS BENETOS	General Maintenance	03:00	\$46.63	00:00	0	\$139.89
ERIC GOLDEN	General Maintenance	03:00	\$41.59	00:00	0	\$124.77
PAUL LIZARDOS	General Maintenance	03:00	\$27.40	00:00	0	\$82.20
DORIAN COVEN	General Maintenance	03:00	\$31.01	00:00	0	\$93.03
DARIN S RIEFBERG	General Maintenance	03:00	\$23.03	00:00	0	\$69.09
ANDREW F LOMBARDI	General Maintenance	03:00	\$15.00	00:00	0	\$45.00
Total Labor						\$553.98

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
TD705	TRUCK DUMP 2011 FORD F350 YELLO (T-135) - Power Wagons	\$105.00	03:00	\$315.00
TD737	TRUCK DUMP 2016 DODGE RAM 3500 - POWER WAGON (T-155)	\$105.00	03:00	\$315.00
TO098	TRACTOR 2007 NEHOL TC30 BLUE (LT-1 / LT1)	\$158.00	03:00	\$474.00
Total Equipment				\$1104.00

Materials

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

Grand Total \$2407.98

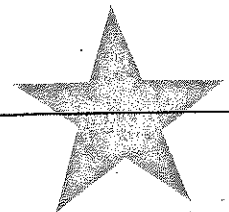
Description of Work:
CLEAN UP 48 SUMMERS STREET OB

Signature: Peter Brown

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Jun 5, 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 19, 2023, authorized the Highway Department to clean up the premises located at 264 Shore Drive, Massapequa, New York 11758, also known as Section 66, Block 64, Lots 90, 91 and 92 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 August 1, 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 June 2, 2023, in the total amount of \$1,413.93, 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 August 1, 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 \$1,413.93 may be assessed by the Legislature of the County of Nassau against the parcel known as 264 Shore Drive, Massapequa, New York 11758, also known as Section 66, Block 64, Lots 90, 91 and 92 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

REVIEWED BY
OFFICE OF TOWN ATTORNEY

Ralph P. Healey

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

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

632

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

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: August 1, 2023

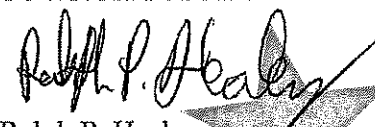
SUBJECT: Property Cleanup Assessment
264 Shore Drive, Massapequa, New York 11758
Section 66, Block 64, Lots 90, 91 and 92


The Department of Planning and Development, by memorandum dated May 19, 2023, directed the Highway Department to clean the premises located at 264 Shore Drive, Massapequa, New York 11758, also known as Section 66, Block 64, Lots 90, 91 and 92 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 June 2, 2023. The cost incurred by the Town of Oyster Bay was \$1,413.93.

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

2023-9111

TOWN OF OYSTER BAY

Inter-Departmental Memo

May 19, 2023

To: RICHARD W. LENZ, PE: COMMISSIONER/DPW
From: HAROLD B. MAYER, JR: COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 264 SHORE DRIVE, MASSAPEQUA, NEW YORK 11758
SBL: 66-64-90, 91+92

Notice of Violation number V256-23512101631 was issued to the owner of the above-referenced premises on 05/12/2023 for property non-maintenance, in violation of Chapter 135, Section 52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

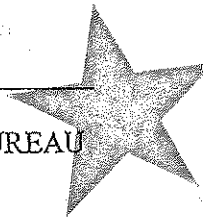
In accordance with the provisions of Chapter 135, Section 54, I am directing that:

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

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

HAROLD B. MAYER, JR
COMMISSIONER


MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU



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

No Deed



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

HAROLD B. MAYER, JR.
COMMISSIONER

ANGELO A. DELLIGATTI, ESQ.
SPECIAL COUNSEL

TIMOTHY R. ZIKE
DEPUTY COMMISSIONER

SCOTT L. BYRNE
DEPUTY COMMISSIONER

May 19, 2023

John Kahoud
315 Pemaco Lane
Uniondale, N.Y. 11553

RE: 264 SHORE DRIVE, MASSAPEQUA, NEW YORK 11758
SECTION 66 BLOCK 64 LOT 90
DIRECTIVE TO MAINTAIN RESIDENTIAL PROPERTY

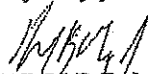
John Kahoud,

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 V256-23512101631, dated 05/12/2023, 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 13, 2023

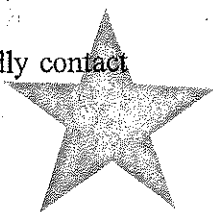
SUBJECT: 264 E. SHORE DRIVE, MASSAPEQUA, NEW YORK 11758
SECTION 66, BLOCK 64, LOT(S) 90

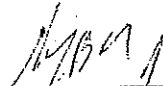
The above referenced property was cleaned-up by the Town of Oyster Bay, following the procedures of Chapter 135 (Housing Standards), Article VI (Residential Property Maintenance) of the Code of the Town of Oyster Bay. According to Chapter 135, Section 54 (Compliance with Notice; Assessment of Costs) 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: **\$ 1,413.93**

It is respectfully requested that your Office take the necessary steps in order to obtain an approval for an assessment of \$1,413.93 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.

**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: 264 EAST SHORE DRIVE, MASSAPEQUA
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 \$1,413.93.

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 (66-64-90) 264 EAST SHORE DR MASSAPEQUA 11758

Date Jun 2, 2023

Work Order # 104968

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
MICHAEL MCGEEVER	General Maintenance	01:00	\$33.89	00:00	0	\$33.89
SCOTT KELLY	General Maintenance	01:00	\$15.00	00:00	0	\$15.00
DANIEL MCQUAID	General Maintenance	01:00	\$24.52	00:00	0	\$24.52
NICHOLAS M ABATEMARC	General Maintenance	01:00	\$15.00	00:00	0	\$15.00
PHILIP J MARCHESE	General Maintenance	01:00	\$24.52	00:00	0	\$24.52
Total Labor						\$112.93

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU500	2023 FORD F-250 YW	\$79.00	01:00	\$79.00
TD682	TRUCK DUMP 2010 FORD F-350 YW (T-205) - Power Wagons	\$105.00	01:00	\$105.00
TD718	TRUCK DUMP 2013 INTER 7300 YELLO (T-201)- 6 Wheeler	\$131.00	01:00	\$131.00
TD748	2019 INT 7300 6 WHEELER YW	\$131.00	01:00	\$131.00
TR213	2019 INTEG ITI TRAILER YW	\$105.00	01:00	\$105.00
Total Equipment				\$551.00


Materials

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

Grand Total \$1413.93

Description of Work:

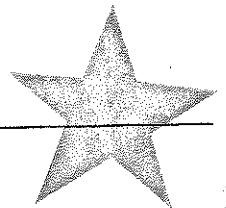
CLEAN UP 264 SHORE DRIVE MS

Signature: 

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Jun 6, 2023



MS
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 June 1, 2023, authorized the Highway Department to clean up the premises located at 356 Harrison Avenue, Massapequa, New York 11758, also known as Section 65, Block 189, Lot 184 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, by memorandum dated August 10, 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 June 13, 2023, in the total amount of \$1,360.42, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, as set forth in their memorandum dated August 10, 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 \$1,360.42 may be assessed by the Legislature of the County of Nassau against the parcel known as 356 Harrison Avenue, Massapequa, New York 11758, also known as Section 65, Block 189, Lot 184 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

6033

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

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: August 10, 2023

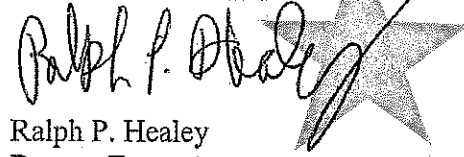
SUBJECT: Property Cleanup Assessment
356 Harrison Avenue, Massapequa, New York 11758
Section 65, Block 189, Lot 184

The Department of Planning and Development, by memorandum dated June 1, 2023, directed the Highway Department to clean the premises located at 356 Harrison Avenue, Massapequa, New York 11758, also known as Section 65, Block 189, Lot 184 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated June 16, 2023, advised that the property was cleaned by a crew from the Highway Department on June 13, 2023. The cost incurred by the Town of Oyster Bay was \$1,360.42.

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

Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA
TOWN ATTORNEY



Ralph P. Healey
Deputy Town Attorney

RPH:aml
Attachments

2023-9133

TOWN OF OYSTER BAY

Inter-Departmental Memo

June 01, 2023

To: RICHARD W. LENZ, PE: COMMISSIONER/DPW
From: HAROLD B. MAYER, JR: COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 356 HARRISON AVENUE, MASSAPEQUA, NEW YORK 11758
SBL: 65-189-184

Notice of Violation number V340-23525142706 was issued to the owner of the above-referenced premises on 05/25/2023 for property non-maintenance, in violation of Chapter 135, Section 52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

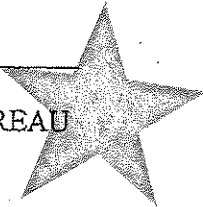
In accordance with the provisions of Chapter 135, Section 54, I am directing that:

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

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

HAROLD B. MAYER, JR
COMMISSIONER


MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU



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

No Seed



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

June 01, 2023

The Estate of Fern Goodman
356 Harrison Ave.
Massapequa, N.Y. 11758

RE: 356 HARRISON AVENUE, MASSAPEQUA, NEW YORK 11758
SECTION 65 BLOCK 189 LOT 184
DIRECTIVE TO MAINTAIN RESIDENTIAL PROPERTY

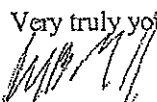
The Estate of Fern Goodman,

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 V340-23525142706, dated 05/25/2023, 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 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
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: JUNE 21, 2023

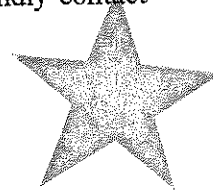
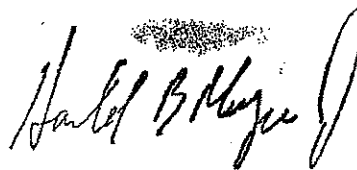
SUBJECT: 356 HARRISON AVENUE, MASSAPEQUA, NEW YORK 11758
SECTION 65, BLOCK 189, LOT(S) 184

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: \$ 1,360.42

It is respectfully requested that your Office take the necessary steps in order to obtain an approval for an assessment of \$1,360.42 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 23 2023

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

June 16, 2023

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

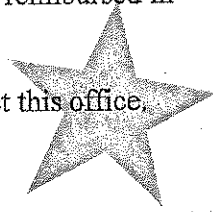
FROM: JOHN C. TASSONE, CHIEF DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS


SUBJECT: 356 HARRISON AVENUE, MASSAPEQUA
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 \$1,360.42.

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 (65-189-184) 356 HARRISON AVE MASSAPEQUA 11758

Date Jun 13, 2023

Work Order # 105638

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
MICHAEL MCGEEVER	General Maintenance	01:00	\$33.89	00:00	0	\$33.89
NICOLAS CAMMARANO	General Maintenance	01:00	\$29.57	00:00	0	\$29.57
LOUIS CICCOLELLA	General Maintenance	01:00	\$25.24	00:00	0	\$25.24
DANIEL MCQUAID	General Maintenance	01:00	\$24.52	00:00	0	\$24.52
STEVEN KELLY	General Maintenance	01:00	\$26.68	00:00	0	\$26.68
ROBERT F SPERO	General Maintenance	01:00	\$24.52	00:00	0	\$24.52
Total Labor						\$164.42

Tools/Vehicle


Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU500	2023 FORD F-250 YW	\$79.00	01:00	\$79.00
TD718	TRUCK DUMP 2013 INTER 7300 YELLO (T-201)- 6 Wheeler	\$131.00	01:00	\$131.00
TD719	TRUCK DUMP 2013 INTER 7300 YELLO (T-271)- 6 Wheeler	\$131.00	01:00	\$131.00
TR151	TRAILER 2007 CCOUN 510TS BLACK	\$105.00	01:00	\$105.00
Total Equipment				\$446.00

Materials

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

Grand Total \$1360.42

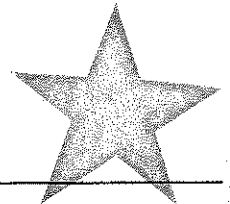
Description of Work:
CLEAN UP 356 HARRISON AVENUE MS

Signature: 

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Jun 15, 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 640 Central Avenue, Massapequa, New York 11758, also known as Section 52, Block 194, Lot 2078 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, by memorandum dated August 10, 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 June 14, 2023, in the total amount of \$1,278.85, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, as set forth in their memorandum dated August 10, 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 \$1,278.85 may be assessed by the Legislature of the County of Nassau against the parcel known as 640 Central Avenue, Massapequa, New York 11758, also known as Section 52, Block 194, Lot 2078 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

REVIEWED BY
OFFICE OF TOWN ATTORNEY
Ralph P. Healey

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

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

6034

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

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: August 10, 2023

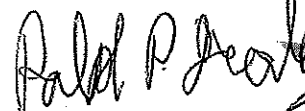
SUBJECT: Property Cleanup Assessment
640 Central Avenue, Massapequa, New York 11758
Section 52, Block 194, Lot 2078

The Department of Planning and Development, by memorandum dated May 17, 2023, directed the Highway Department to clean the premises located at 640 Central Avenue, Massapequa, New York 11758, also known as Section 52, Block 194, Lot 2078 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated June 16, 2023, advised that the property was cleaned by a crew from the Highway Department on June 14, 2023. The cost incurred by the Town of Oyster Bay was \$1,278.85.

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

2023-9134

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: 640 CENTRAL AVENUE, MASSAPEQUA, NEW YORK 11758
SBL: 52-194-2078

Notice of Violation number V252-2359112425 was issued to the owner of the above-referenced premises on 05/9/2023 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.

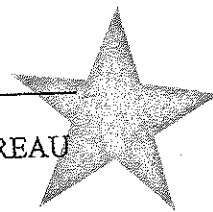
In accordance with the provisions of Chapter 135, Section 54, I am directing that:

- 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

Kulwant Pawar
85 Putnam Ave.
Valley Stream, N.Y. 11580

RE: 640 CENTRAL AVE., MASSAPEQUA, NEW YORK 11758
SECTION 52 BLOCK 194 LOT 2078
DIRECTIVE TO MAINTAIN RESIDENTIAL PROPERTY

Kulwant Pawar,

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 V252-2359112425, dated 05/9/2023, 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

AML

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 22, 2023
SUBJECT: 640 CENTRAL AVENUE, MASSAPEQUA, NEW YORK 11758
SECTION 52, BLOCK 194, LOT(S) 2078

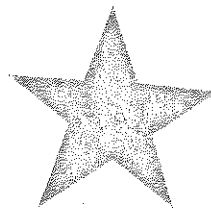
The above referenced property was cleaned-up by the Town of Oyster Bay, following the procedures of Chapter 135 (Housing Standards), Article VI (Residential Property Maintenance) of the Code of the Town of Oyster Bay. According to Chapter 135, Section 54 (Compliance with Notice; Assessment of Costs) 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: \$ 1,278.85

It is respectfully requested that your Office take the necessary steps in order to obtain an approval for an assessment of \$1,278.85 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.



HAROLD B. MAYER JR.
COMMISSIONER

ME:ml
Encls.

RECEIVED
JUN 27 2023
TOWN OF OYSTER BAY

SPECIAL WARRANTY DEED

THIS INDENTURE, made the 14th day of March, 2023,
Deed delivered March 20, 2023

BETWEEN

Deutsche Bank National Trust Company, as Trustee for Morgan Stanley ABS Capital I Inc. Trust 2005-HE1 Mortgage Pass-Through Certificates, Series 2005-HE1
C/O PHH Mortgage Corporation, 1661 Worthington Road, Suite 100, West Palm Beach, FL 33409

party of the first part, and

Kulwant Pawar
85 Putnam Ave., Valley Stream, NY 11580

party of the second part:

WITNESSETH, that the party of the first part, in consideration of TEN and 00/100 Dollars (\$10.00), lawful money of the United States, paid by the party of the second part, does hereby specially warrant unto the party of the second part, the heirs or successors and assigns of the party of the second part forever:

See Attached Exhibit A for Legal Description.

Being and intended to be the property conveyed to Grantor by Referee's Deed Recorded 09/23/2022 Instrument No. 2022-96873.

The subject property is located at: 640 Central Avenue, Massapequa, NY 11758

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

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

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

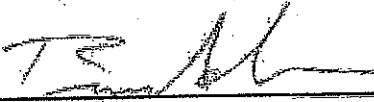
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the costs of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

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



Brian Adler

POA Recorded Simultaneously Herein

Date: March 14, 2023

Deutsche Bank National Trust Company, as
Trustee for Morgan Stanley ABS Capital I Inc.
Trust 2005-HE1 Mortgage Pass-Through
Certificates, Series 2005-HE1, by its attorney-in-
fact PHH Mortgage Corporation

Seller

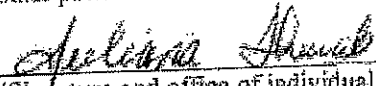

Jacqueline S. Michaelson
Contract Management Coordinator

State of FLORIDA

County of PALM BEACH

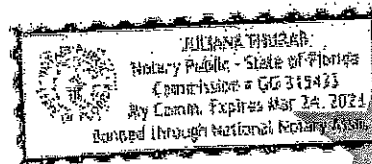
By means of ☒ physical presence or ☐ online notarization

On the 14th day of March in the year 2023 before me, the undersigned, personally appeared Jacqueline S. Michaelson as Contract Management Coordinator of PHH Mortgage Corporation as attorney-in-fact for Deutsche Bank National Trust Company, as Trustee for Morgan Stanley ABS Capital I Inc. Trust 2005-HE1 Mortgage Pass-Through Certificates, Series 2005-HE1, 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 City of West Palm Beach, Florida. (Insert the city or other political subdivision and the state or country or other place the acknowledgment was taken).

 Juliana Thurman
(Signature and office of individual taking acknowledgement.)

After Recording Return:
Albertelli Law
5404 Cypress Center Drive, Suite 150
Tampa, FL 33609

Mail Tax Statements to:
Kuhwant Pawar
85 Putnam Ave.
Valley Stream, NY 11580



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

June 16, 2023

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

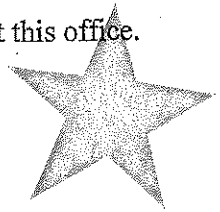
FROM: JOHN C. TASSONE, CHIEF DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

SUBJECT: 640 CENTRAL AVENUE, MASSAPEQUA
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 \$1,278.85.

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 (52-194-2078) 640 CENTRAL AVE MASSAPEQUA 11758

Date Jun 14, 2023

Work Order # 104852

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
MICHAEL MCGEEVER	General Maintenance	01:00	\$33.89	00:00	0	\$33.89
LOUIS CICCOLELLA	General Maintenance	01:00	\$25.24	00:00	0	\$25.24
DANIEL MCQUAID	General Maintenance	01:00	\$24.52	00:00	0	\$24.52
STEVEN KELLY	General Maintenance	01:00	\$26.68	00:00	0	\$26.68
ROBERT F SPERO	General Maintenance	01:00	\$24.52	00:00	0	\$24.52
Total Labor						\$134.85

Tools/Vehicle


Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU500	2023 FORD F-250 YW	\$79.00	01:00	\$79.00
TD682	TRUCK DUMP 2010 FORD F-350 YW (T-205) - Power Wagons	\$105.00	01:00	\$105.00
TD683	TRUCK DUMP 2010 FORD F-350 YW (T-225) - Power Wagons	\$105.00	01:00	\$105.00
TR151	TRAILER 2007 CCOUN 510TS BLACK	\$105.00	01:00	\$105.00
Total Equipment				\$394.00

Materials

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

Grand Total \$1278.85

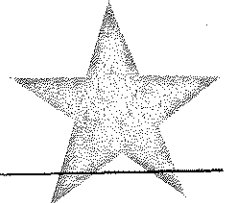
Description of Work:
CLEAN UP 640 CENTRAL AVENUE MASSAPEQUA

Signature: 

Name: peter brown

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Jun 15, 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 June 1, 2023, authorized the Highway Department to clean up the premises located at 3982 Kingsberry Road, Seaford, New York 11783, also known as Section 52, Block 450, Lots 19A and 19B 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 August 10, 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 June 14, 2023, in the total amount of \$1,278.85, 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 August 10, 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 \$1,278.85 may be assessed by the Legislature of the County of Nassau against the parcel known as 3982 Kingsberry Road, Seaford, New York 11783, also known as Section 52, Block 450, Lots 19A and 19B 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

635

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

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: August 10, 2023

SUBJECT: Property Cleanup Assessment
3982 Kingsberry Road, Seaford, New York 11783
Section 52, Block 450, Lots 19A and 19B

The Department of Planning and Development, by memorandum dated June 1, 2023, directed the Highway Department to clean the premises located at 3982 Kingsberry Road, Seaford, New York 11783, also known as Section 52, Block 450, Lots 19A and 19B on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated June 16, 2023, advised that the property was cleaned by a crew from the Highway Department on June 14, 2023. The cost incurred by the Town of Oyster Bay was \$1,278.85.

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

June 01, 2023

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

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

Subject: 3982 KINGSBERRY ROAD, SEAFORD, NEW YORK 11783
SBL: 52-450-19A

Notice of Violation number V340-23524123759 was issued to the owner of the above-referenced premises on 05/24/2023 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.

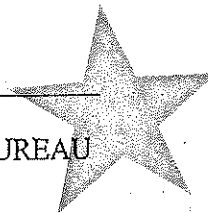
In accordance with the provisions of Chapter 135, Section 54, I am directing that:

- **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

June 01, 2023

Nationstar Mortgage LLC
750 Hwy 121 Bypass Ste. 100
Lewisville, Tx 450667

RE: 3952 KINGSBERRY ROAD, SEAFORD, NEW YORK 11783
SECTION 52 BLOCK 450 LOT 19A
DIRECTIVE TO MAINTAIN RESIDENTIAL PROPERTY

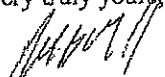
Nationstar Mortgage LLC:

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 V340-23524123759, dated 05/24/2023, 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 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
Enclosure

AWL

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 21, 2023

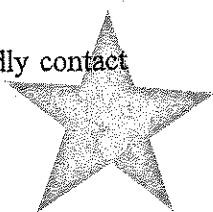
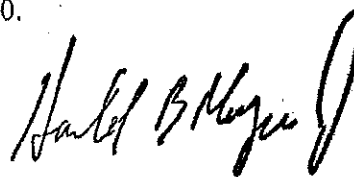
SUBJECT: 3982 KINGSBERRY ROAD, SEAFORD, NEW YORK 11783
SECTION 52, BLOCK 450, LOT(S) 19A

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: \$ 1,278.85

It is respectfully requested that your Office take the necessary steps in order to obtain an approval for an assessment of \$1,278.85 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.



NASSAU COUNTY CLERK

DOCUMENT COVER SHEET

PLEASE TYPE OR LEGIBLY PRINT ALL INFORMATION
(COVER SHEET IS PAGE 1 OF DOCUMENT TO BE RECORDED)

Submitted By:

Name Lauren McPherson
Fidelity National Financial
Address 601 Riverside Avenue Phone 904-513-6012

NATURE OF DOCUMENT (Please check one or describe)

☐ Mortgage ☐ Assignment of Mortgage ☐ Satisfaction of Mortgage
☐ Deed ☐ Release NY Estate Tax ☐ Power of Attorney
☐ Lis Pendens ☐ Certified Copy of Order
Other (Describe): Judgment Foreclosure sale

Parties:

Nationstar Mortgage LLC
Mortgagee/Grantor/Assignor/Plaintiff
Mark Vaughan, et al.
Mortgagee/Grantee/Assignee/Defendant

Tax Designation:

Section

Block

Lot

<u>62</u>	<u>450</u>	<u>19A</u>
<u>52</u>	<u>450</u>	<u>19B</u>

THIS ATTACHED INSTRUMENT IS ACCENTED BY THE CLERK OF NASSAU COUNTY FOR THE PURPOSE OF FILING OR RECORDING ONLY. THE COUNTY CLERK MAKES NO REPRESENTATION AS TO THE ACCURACY OR CONTENT OF THE INFORMATION CONTAINED THEREIN. THIS DOCUMENT COVER SHEET BECOMES PART OF THE INSTRUMENT SUBMITTED FOR FILING OR RECORDING.
NASSAU COUNTY CLERK

RECORD AND RETURN

Lauren McPherson
601 Riverside Avenue
Building 5, 4th Floor
Jacksonville, FL 32204

PRESENT: HON. THOMAS A. ADAMS
SUPREME COURT OF THE STATE OF NEW YORK

NATIONSTAR MORTGAGE LLC

ORDER CONFIRMING REFEREE
REPORT AND JUDGMENT OF
FORECLOSURE AND SALE

Plaintiff

vs.

MARK VAUGHAN, CASEY VAUGHAN;

Defendant(s)

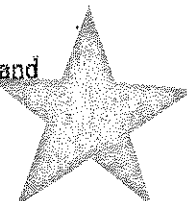
INDEX #: 15-008440

MORTGAGED PREMISES:
3982 KINGSBERRY ROAD
SEAFORD, NY 11783

SBL #: 52 - 450 - 19A & 19B

Upon the Summons, Complaint and Notice of Pendency filed in this action on September 22, 2015, Notice of Motion dated November 29, 2018, and the affirmation by Ashley M. Pascuzzi, Esq. the affidavit of merit and amount due by April Simmons who is a Document Execution Associate of Nationstar Mortgage LLC d/b/a Mr. Cooper, duly sworn to Daphne Proctor on October 16, 2017, together with exhibits annexed thereto, all in support of Plaintiff's motion for a Judgment of Foreclosure and Sale, and ~ ~ ~

Upon proof that each of the defendants herein was served with the Summons and



Nassau County
Maureen O'Connell
County Clerk
Mineola, NY 11501



20 2019 00041780

Instrument Number: 2019- 00041780

As

D05 - ORDER IN DEEDS

Recorded On: May 20, 2019

Parties: VAUGHAN MARK

TO NATIONSTAR MORTGAGE LLC

Recorded By: LAUREN MCPHENSON

Billable Pages: 18

Num Of Pages: 19

Comment:

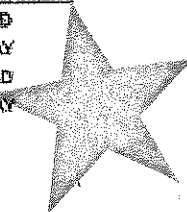
** Examined and Charged as Follows: **

D05 - ORDER IN DEEDS 135.00 Blocks - Deeds - 5300 380.00

Recording Charge: 435.00

Property Description:

Line	Section	Block	Lot	Unit	Town Name
1	52	490	19A		HEMPSTEAD
2	52	450	19A		OYSTER BAY
3	52	490	19B		HEMPSTEAD
4	52	400	19B		OYSTER BAY



THIS INDENTURE, made the 14 day of May, 2007.
BETWEEN

JAMES A. VAUGHAN and SANTINA A. VAUGHAN, his wife, both residing at 33 Massapequa, New York 11798 as to a five (5%) percent undivided interest and MARK VAUGHAN, residing at 3982 Kingsberry Road, Seaford, New York 11783, as to the remaining ninety-five (95%) percent undivided interest;

party of the first part; and

MARK VAUGHAN, residing at 3982 Kingsberry Road, Seaford, NY 11783

party of the second party;

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

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at Plainedge-Wantagh, partly in the town of Oyster Bay and partly in the Town of Hempstead, County of Nassau and State of New York, known and designated as and by Lot 19 in Block No. 450 on a certain map entitled Map of Mayfair Park, Section No. 9, situated at Plainedge-Wantagh, Nassau county, New York, surveyed January 1954, Baldwin & Cornelius co., Civil Engineers & Surveyors, Freeport, N.Y.", and filed in the Nassau county Clerk's Office on April 2, 1954 as May No. 6110, bounded and described as follows:

BEGINNING at a point on the Southwesterly side of Kingsberry Road distant 248.62 feet when measured in a general Northwesterly direction along the said Southwesterly side of Kingsberry Road from the Northwesterly end of a curve connecting the southwesterly side of Kingsberry Road with the Westerly side of Florence Road;
RUNNING THENCE Southwesterly at right angles to the Southwesterly side of Kingsberry Road 100 feet;
THENCE Northwesterly and parallel with the southwesterly side of Kingsberry Road 70 feet;
THENCE Northeasterly and again at right angles to the Southwesterly side of Kingsberry Road 100 feet to the Southwesterly side of Kingsberry Road;
THENCE Southeasterly along the Southwesterly side of Kingsberry Road 70 feet to the point or place of beginning.

Said premises known as 3982 Kingsberry Road, Seaford, New York 11783.

TOGETHER with all right, title and interest of in and to any streets and roads abutting the above described premises to the center line 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.


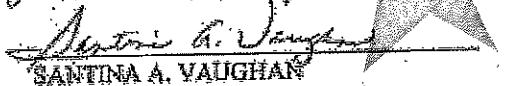
AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

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 THE PRESENCE OF:


JAMES A. VAUGHAN

SANTINA A. VAUGHAN


MARK VAUGHAN

Sec
62
blk
450
lot
19A, /
19B

STATE OF NEW YORK: COUNTY OF NASSAU : SS:

On May 14, 2007 before me, the undersigned
personally appeared

JAMES A. VAUGHAN and SANTINA A. VAUGHAN
His wife, and MARK VAUGHAN

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), or the person upon behalf of which
the individual(s) acted, executed the instrument.

Sheridan Reynolds
Notary Public

SHERIDAN REYNOLDS
Notary Public, State Of New York
No. 4508905

Certified in Nassau County
Commission Expires 12/31/07

STATE OF NEW YORK: COUNTY OF NASSAU SS:

On _____ 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), or the person upon behalf of which
the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK: COUNTY OF

SS:

On the _____ day of _____, 200__ before me
personally came
to me know, who, being by me duly sworn, did depose and
say that (s)he resides at No.

that (s)he is the
of

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

STATE OF NEW YORK: COUNTY OF

SS:

On the _____ day of _____, 200__ before me
personally came
to me know, who, being by me duly sworn, did depose and
say that (s)he resides at No.

that (s)he is the
of

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

BARGAIN AND SALE DEED
With Covenant Against Grantor's Acts

JAMES A. VAUGHAN and SANTINA A. VAUGHAN,
His wife, as to a five (5%) percent undivided interest and
MARK VAUGHAN, as to the remaining ninety-five (95%) percent.

TO

MARK VAUGHAN,

SECTION: E2.

BLOCK: 450

LOT: 19A and 19B

COUNTY OR TOWN: Seaford, New York

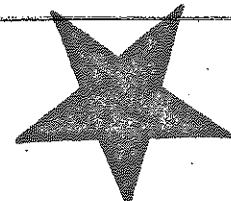
PREMISES: 5922 Kingsberry Road, Seaford, NY 11783

RETURN BY MAIL TO:

MARK VAUGHAN, ESQ.

[REDACTED]

3982 Kingsberry Rd.
Seaford, NY 11783



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

June 16, 2023

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

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

SUBJECT: 3982 KINGSBERRY ROAD, SEAFORD
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 \$1,278.85.

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 "JCT", 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 (52-450-19A) 3982 KINGSBERRY RD SEAFORD 11783

Date Jun 14, 2023

Work Order # 105709

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
MICHAEL MCGEEVER	General Maintenance	01:00	\$33.89	00:00	0	\$33.89
LOUIS CICCOLELLA	General Maintenance	01:00	\$25.24	00:00	0	\$25.24
DANIEL MCQUAID	General Maintenance	01:00	\$24.52	00:00	0	\$24.52
STEVEN KELLY	General Maintenance	01:00	\$26.68	00:00	0	\$26.68
ROBERT F SPERO	General Maintenance	01:00	\$24.52	00:00	0	\$24.52

Total Labor \$134.85

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU500	2023 FORD F-250 YW	\$79.00	01:00	\$79.00
TD682	TRUCK DUMP 2010 FORD F-350 YW (T-205) - Power Wagons	\$105.00	01:00	\$105.00
TD683	TRUCK DUMP 2010 FORD F-350 YW (T-225) - Power Wagons	\$105.00	01:00	\$105.00
TR151	TRAILER 2007 CCOUN 510TS BLACK	\$105.00	01:00	\$105.00

Total Equipment \$394.00

Materials


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

Total Materials \$750.00

Grand Total \$1278.85

Description of Work:

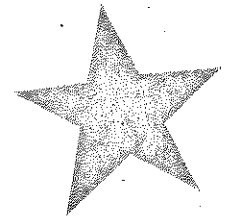
CLEAN UP 3982 KINGSBERRY ROAD SEAFORD

Signature: 

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Jun 15, 2023



MS
Reviewed By
Office of Town Attorney
Charles A. Longino

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated August 8, 2023, requested Town Board authorization to issue a refund in the amount of \$607.50 to Town of Oyster Bay resident Rohini Sud, 47 Cherry Drive East, Plainview, NY 11803, for fees paid for her son to attend the 2023 Town of Oyster Bay Summer Recreation Program at Syosset-Woodbury Park, as her son will no longer be able to attend the program; and

WHEREAS, Commissioner Pinto, by said memorandum, advised that Mrs. Sud 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 Rohini Sud; 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

634

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO: MEMORANDUM DOCKET

FROM: Joseph G. Pinto, Commissioner
Department of Parks

DATE: 8/8/2023

SUBJECT: Rohini Sud- Summer Recreation Syosset-Woodbury 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 Rohini Sud, 47 Cherry Drive East, Plainview, NY 11803. Mrs. Sud's son will not be attending Summer Recreation at Syosset-Woodbury Park.

Based on the 2023 Town of Oyster Bay refund policy, Rohini Sud 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)

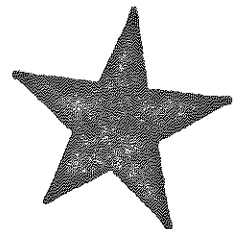
The Office of the Comptroller has reviewed all pertinent information relating to this request and recommends that the Town Board approve this refund. Therefore, Town Board approval of the aforementioned refund is requested.

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



Joseph G. Pinto
COMMISSIONER

JGP/nh



RA
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 June 9, 2023, authorized the Highway Department to clean up the premises located at 15 Southwick Court N., Plainview, New York 11803, also known as Section 13, Block 108, Lot 6 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 August 10, 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 June 14, 2023, in the total amount of \$1,719.54, 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 August 10, 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 \$1,719.54 may be assessed by the Legislature of the County of Nassau against the parcel known as 15 Southwick Court N., Plainview, New York 11803, also known as Section 13, Block 108, Lot 6 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

6037

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

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: August 10, 2023

SUBJECT: Property Cleanup Assessment
15 Southwick Court N., Plainview, New York 11803
Section 13, Block 108, Lot 6

The Department of Planning and Development, by memorandum dated June 9, 2023, directed the Highway Department to clean the premises located at 15 Southwick Court N., Plainview, New York 11803, also known as Section 13, Block 108, Lot 6 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated June 16, 2023, advised that the property was cleaned by a crew from the Highway Department on June 14, 2023. The cost incurred by the Town of Oyster Bay was \$1,719.54.

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.

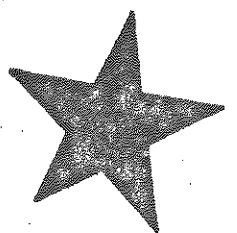
FRANK M. SCALERA
TOWN ATTORNEY



Ralph P. Healey
Deputy Town Attorney

RPH:aml
Attachments

amlS:\Atty\RESOS 2023\MD 15 Southwick Ct N 8.10.2023.doc



2023-9140

TOWN OF OYSTER BAY

Inter-Departmental Memo

June 09, 2023

To: RICHARD W. LENZ, PE: COMMISSIONER/DPW.
From: HAROLD B. MAYER, JR: COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 15 SOUTHWICK COURT N., PLAINVIEW, NEW YORK 11803
SBL: 13-108-6

Notice of Violation number 09269 was issued to the owner of the above-referenced premises on 05/30/2023 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:

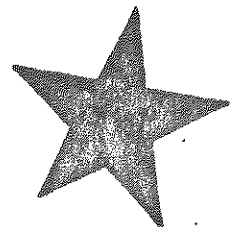
- Lawn and vegetation to be cut on the subject property.

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

June 09, 2023

Lawrence Dobroff
15 Southwick Court N.
Plainview, N.Y. 11803

RE: 15 SOUTHWICK COURT N., PLAINVIEW, NEW YORK 11803
SECTION 13 BLOCK 108 LOT 6
DIRECTIVE TO MAINTAIN RESIDENTIAL PROPERTY

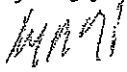
Lawrence Dobroff,

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 09269, dated 05/30/2023, 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.

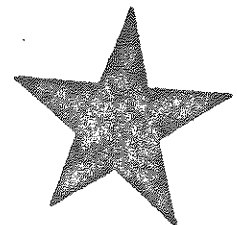
According to Chapter 135 (Housing Standards), Section 54 (Compliance With Notice; Assessment of Costs) of the Code of the Town of Oyster Bay, as the Commissioner of the Department of Planning and Development, I am empowered to direct the Town to clean-up the subject property, which includes maintenance 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
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: JUNE 21, 2023

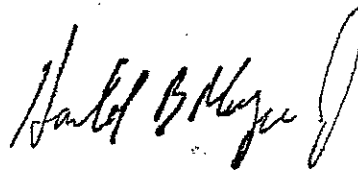
SUBJECT: 15 SOUTHWICK COURT, PLAINVIEW, NEW YORK 11803
SECTION 13, BLOCK 108, LOT(S) 6

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: \$ 1,719.54

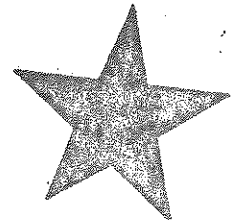
It is respectfully requested that your Office take the necessary steps in order to obtain an approval for an assessment of \$1,719.54 to be added to the subject property tax bill in order to be reimbursed for the Town's work to clean-up the subject property.

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.



... of the first part, and ...

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

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at Plainview, Town of Oyster Bay, County of Nassau and State of New York, and more particularly known and designated at Lot No. 6 in Block 108 on a certain map entitled "Map of Colonial Woods," which map was filed in the Nassau County Clerk's Office on August 16, 1956, as Map No. 8012.

Said premises being known as 15 Southwick Court, Plainview, New York.

Known as Section 13, Block 108, Lot 6, on the Nassau County Land and Tax Map.

being and intended to be the same premises described in a Deed to the party of the first part dated June 17, 1985, and recorded in the Office of the Clerk of the County of Nassau on June 28, 1985, in Liber 9648, Pages 572 - 573.

TOGETHER with all right, title and interest, if any, of the party of the first part, in and to any sums and moneys amounting the above-described premises in 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 "partner" whenever the act or duty, intention or requires.

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

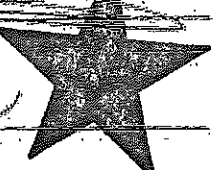
Figure 1

W. H. H. H.

Charles E. Smith



[REDACTED]



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

June 16, 2023

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


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

SUBJECT: 15 SOUTHWICK COURT, PLAINVIEW
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 \$1,719.54.

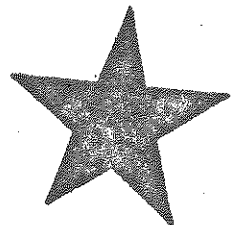
If you have any questions pertaining to the above subject, please feel free to contact this office.



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 (13-108-6) 15 SOUTHWICK CT PLAINVIEW 11803

Date Jun 14, 2023

Work Order # 106022

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
GREGORY MARCHESE	General Maintenance	01:30	\$52.88	00:00	0	\$79.32
BRIAN KWAS	General Maintenance	01:30	\$28.85	00:00	0	\$43.28
RICHARD SANDIFORD II	General Maintenance	01:30	\$33.89	00:00	0	\$50.84
Total Labor						\$221.04

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU470	2020 FORD F 350 YW PICK UP	\$79.00	01:30	\$118.50
TD654	PICK-UP TRUCK 2009 FORD F-250 YW (14 / 014)	\$79.00	01:30	\$118.50
TD752	2019 FORD F450 POWER WAGON	\$105.00	01:30	\$157.50
TD777	2023 INT 6 WHEELER YW	\$131.00	01:30	\$196.50
TR202	TRAILER 2015 FELLI FT6T BL	\$105.00	01:30	\$157.50
Total Equipment				\$748.50


Materials

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

Grand Total \$1719.54

Description of Work:

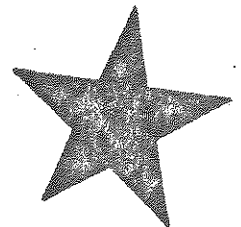
CLEAN UP 15 SOUTHWICK COURT N. PL

Signature: 

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Jun 15, 2023



RRS
REVIEWED BY
OFFICE OF TOWN ATTORNEY
Ralph P. Healey

WHEREAS, pursuant to Section 182-22(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated May 19, 2023, authorized the Highway Department to clean up the premises located at the corner of Old Country Road and East Avenue, Hicksville, New York 11801, also known as Section 45, Block 66, Lot 292 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 August 15, 2023, pursuant to Section 182-22(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on May 30, 2023, in the total amount of \$1,152.43, 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 August 15, 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 \$1,152.43 may be assessed by the Legislature of the County of Nassau against the parcel known as Old Country Road and East Avenue, Hicksville, New York 11801, also known as Section 45, Block 66, Lot 292 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

-#-

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

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

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

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: August 15, 2023

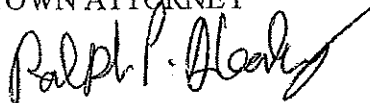
SUBJECT: Property Cleanup Assessment
Old Country Road and East Avenue, Hicksville, New York 11801
Section 45, Block 66, Lot 292

The Department of Planning and Development by memorandum dated May 19, 2023 directed the Highway Department to clean the premises located at the corner of Old Country Road and East Avenue, Hicksville, New York 11801, also known as Section 45, Block 66, Lot 292, 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 \$1,152.43.

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

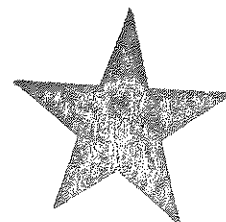
Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA
TOWN ATTORNEY



Ralph P. Healey
Deputy Town Attorney

RPH:aml
Attachment



2023-9094

TOWN OF OYSTER BAY

Inter-Departmental Memo

May 19, 2023

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

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

**Subject: OLD COUNTRY ROAD, HICKSVILLE, NEW YORK 11801
SBL: 45-66-292**

Notice of Violation number V257-23512154313 was issued to the owner of the above-referenced premises on 05/12/2023 for property non-maintenance, in violation of Chapter 135, Section 52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

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

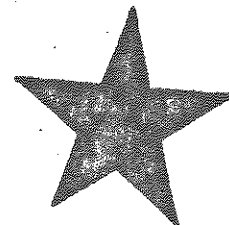
- **Lawn and vegetation to be cut on the subject property.**

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 19, 2023

Mr. Peter Pekich
139 Oakland Ave.
W. Hempstead, N.Y. 11552

RE: OLD COUNTRY ROAD., HICKSVILLE, NEW YORK 11801
SECTION 45 BLOCK 66 LOT 292
DIRECTIVE TO MAINTAIN RESIDENTIAL PROPERTY


Peter Pekich,

Pursuant to Chapter 135 (Housing Standards), Section 53 (Notice of Violation) of the Code of the Town of Oyster Bay, please be advised that this Department has conducted an inspection of the above referenced property and issued Notice of Violation, Number V257-23512154313, dated 05/12/2023, 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.

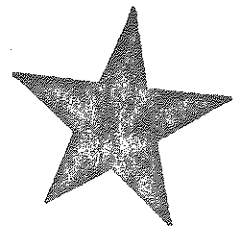
According to Chapter 135 (Housing Standards), Section 54 (Compliance With Notice; Assessment of Costs) of the Code of the Town of Oyster Bay, as the Commissioner of the Department of Planning and Development, I am empowered to direct the Town to clean-up the subject property, which includes the maintenance 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 Town Attorney
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: JUNE 9, 2023

SUBJECT: OLD COUNTRY ROAD, HICKSVILLE, NEW YORK 11801
SECTION 45, BLOCK 66, LOT(S) 292

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: \$ 1,152.43

It is respectfully requested that your Office take the necessary steps in order to obtain an approval for an assessment of \$1,152.43 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.

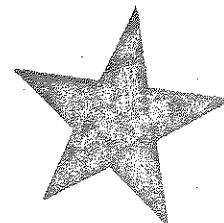
Thank you for your attention to this matter. If you have any questions, kindly contact Code Enforcement, Margie Lippolt, at extension 6190.



HAROLD B. MAYER JR.
COMMISSIONER

REC'D TOWN ATTORNEY
23 JUN 13 PM 1:57

ME:ml
Encls.





This Indenture, made this 19th day of APRIL in the year

Two thousand TEN

Between STEVEN D. CONKLING, as Treasurer of the County of Nassau, State of New York, party of the first part, and Peter A. Bekich d/b/a Medcor Holding Co. residing at 139 Oakland Ave., West Hempstead NY 11552, party of the second part.

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

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

Whereas, pursuant to said notice and law, the said County Treasurer did, on the 19th day of February, 2008, sell at public auction each of said parcels of land for an amount sufficient to pay such taxes, interest and charges thereon, and

Whereas, the party of the second part purchased at said sale for unpaid taxes of the year(s) 05-07 school district and 2007 general both full or has acquired by assignment the purchase rights from such sale in the property hereinafter described, and

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

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

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

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

Now, Therefore, in consideration of the premises and the sum of

Twenty-Five dollars paid into the Treasury of said County by the said party of the second part, the receipt whereof is hereby acknowledged, the said party of the first part has granted, released and conveyed and doth hereby grant, release and convey unto the said party of the second part, heirs and assigns forever, all that lot, piece or parcel of land situate in the Town/Ship of Oyster Bay County of Nassau, and State of New York, described as follows:

School District 17

Section 45

(Cert. # 489/07)

Block 56

Lot 292 as shown on the Nassau County Land and Tax Map.

including the right, title and interest of New Realty Corp. et al.

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

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

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

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

In the Presence of

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

Steven D. Conkling

**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: OLD COUNTRY 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 \$1,152.43.

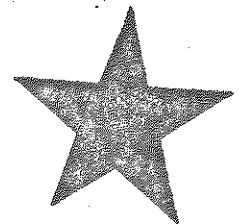
If you have any questions pertaining to the above subject, please feel free to contact this office.



JOHN C. TASSONE
CHIEF DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

JCT/kjb

Enc. T & M sheet





MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (45-66-292) OLD COUNTRY RD

Date May 30, 2023

Work Order # 104966

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
VINCENT PADAVANO	General Maintenance	00:45	\$54.33	00:00	0	\$40.75
MICHAEL HERRON	General Maintenance	00:45	\$26.68	00:00	0	\$20.01
JESSE VITERI	General Maintenance	00:45	\$24.52	00:00	0	\$18.39
ANTHONY GRASSO	General Maintenance	00:45	\$24.52	00:00	0	\$18.39
CHARLES R MURPHY	General Maintenance	00:45	\$24.52	00:00	0	\$18.39
Total Labor						\$115.93

Tools/Vehicle


Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU472	2020 FORD F250 PICK UP YELLOW	\$79.00	00:45	\$59.25
TD739	2019 FORD F450 WY POWER WAGON	\$105.00	00:45	\$78.75
TD768	2021 INTERNATIONAL 10 WHEEL DUMP TRUCK	\$93.00	00:45	\$69.75
TR212	2019 TRAILER YW	\$105.00	00:45	\$78.75
Total Equipment				\$286.50

Materials

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

Grand Total \$1152.43

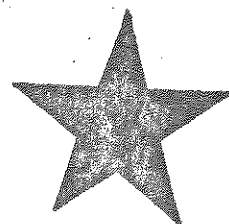
Description of Work:
CLEAN UP OLD COUNTRY ROAD HV

Signature: 

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Jun 6, 2023



WHEREAS, Peggy Russo has requested to donate a memorial plaque to be placed on an existing bench at Ellsworth W. Allen Park in memory of Sergio Anthony Russo; and

WHEREAS, the value of the plaque on an existing bench is estimated to be \$850.00, and the monies donated will be deposited into Account No. PKS A 0001 02705 000 0000; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated August 17, 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 \$850.00 from Peggy Russo to donate a memorial plaque to be placed on an existing bench at Ellsworth W. Allen Park in memory of Sergio Anthony Russo.

-#-

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 Existing Bench
DATE: August 17, 2023

The Department of Parks has received a request from Peggy Russo (letter attached) requesting a memorial plaque on an existing bench at Ellsworth W. Allen Park in memory of Sergio Anthony Russo.

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

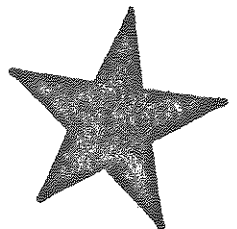
In accordance with Town Board Resolution 760-2022, adopted October 25, 2022, the Department of Parks respectfully requests Town Board Approval to accept a donation of \$850.00 from Peggy Russo.

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: [REDACTED]
Sent: Wednesday, August 16, 2023 9:50 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!

Should I come bring a check for \$850 to you?
Peggy Russo
We still can't agree on the wording ☐ ☒ ♀

Sent from the all new AOL app for iOS

On Wednesday, August 9, 2023, 11:07 AM, [REDACTED] wrote:

I would like to donate a 8x6 plaque on an existing bench in Allen Park farmingdale NY. In honor of my son Sergio Anthony Russo
Thank you Peggy Russo

Sent from the all new AOL app for iOS

On Wednesday, August 9, 2023, 8:07 AM, Diann Codispodo <dcodispodo@oysterbay-ny.gov> wrote:

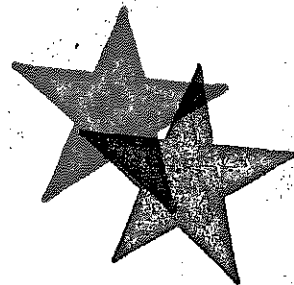
GM Peggy, yes an 8x6 on an existing bench is \$850. Please send me a request letter now. It must have your name, the park name, exactly what your donating (8x6 plaque on an existing bench) and Sergio's name.

Any questions just call me 516-797-7943

Have a great day,

Diann☺

From: [REDACTED]
Sent: Tuesday, August 8, 2023 5:50 PM
To: Diann Codispodo <dcodispodo@oysterbay-ny.gov>
Subject: Re: Memorial Prices and Guidelines



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

My husband and I met with Jimmy tonight (he's very nice) we showed him the bench. It is available.

The price for the 8x6 plaque on an existing bench is \$850. Does that include tax?

Let me know the next step

Thank you Peggy Russo

Sent from the all new AOL app for iOS

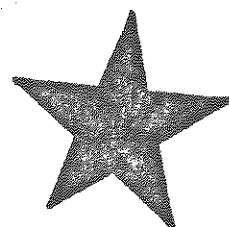
On Thursday, August 3, 2023, 9:17 AM, Diann Codispodo <dcodispodo@oysterbay-ny.gov> wrote:

Hi Peggy Here are the prices for the memorials.. I passed your name and number along to Jimmy and he will reach out to you. Call me after you meet with him and we can discuss next steps.

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.

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

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

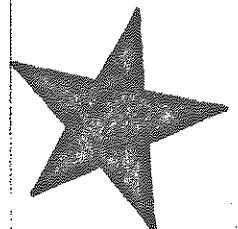
8" x 6" plaque placed under an existing tree is \$550.00

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	Ayc
Councilman Imbroto	Ayc
Councilman Hand	Ayc
Councilman Labriola	Ayc
Councilwoman Maier	Ayc
Councilwoman Walsh	Ayc



WHEREAS, Hannah Sierra has requested to donate a memorial plaque to be placed on a new bench at John J. Burns Park, Massapequa, in memory of Anthony Hefferon; and

WHEREAS, the value of the plaque for 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 August 18, 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 Hannah Sierra for a memorial plaque to be placed on a new bench at John J. Burns Park, Massapequa, in memory of Anthony Hefferon.

-#-

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 Imbròto	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: August 18, 2023

The Department of Parks has received a request from Hannah Sierra (letter attached) requesting a memorial plaque on a new bench at John J. Burns Park in memory of Anthony Hefferon.

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

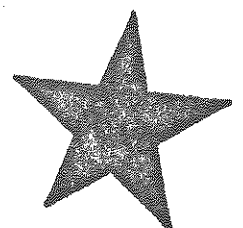
In accordance with Town Board Resolution 760-2022, adopted October 25, 2022, the Department of Parks respectfully requests Town Board Approval to accept a donation of \$1,325.00 from Hannah Sierra.

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: hannah cariddi [REDACTED]
Sent: Friday, August 18, 2023 1:48 PM
To: Diann Codispodo
Subject: Re: Memorial Prices and Guidelines

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

Good afternoon,

Thank you so much for your time and information provided.

Name: Hannah Sierra
Park: John Burns Park
Memorial Bench with 8x6 plaque
In honor of Anthony Hefferon

Thank you so much!

Have a nice weekend,
Hannah Sierra

On Sat, Jul 29, 2023 at 12:08 PM hannah cariddi [REDACTED] wrote:
Good afternoon,

Thank you so much for this information! I know my aunt was interested in John Burns Park. Is there a specific spot the benches have to go, or do you get to choose? If so, what area will it be in? That will definitely help to determine which park we choose! Thank you so much for your time.

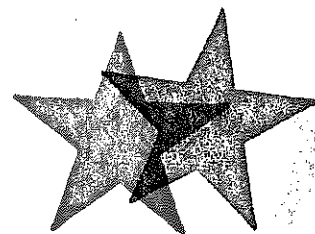
Best,
Hannah Sierra

On Mon, Jul 10, 2023 at 1:39 PM Diann Codispodo <dcodispodo@oysterbay-ny.gov> wrote:

Hi Hannah attached are the prices and guidelines for the memorials. I will find out about the park and get back to you.

Have a great night,

Diann©



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:

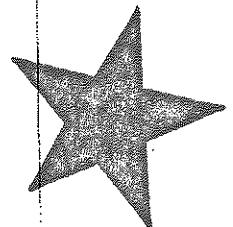
8" x 4" plaque placed under an existing tree is \$450.00
8" x 6" plaque placed under an existing tree is \$550.00

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



WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated August 15, 2023, requested Town Board authorization to issue a refund in the amount of \$517.50 to Town of Oyster Bay resident Peter Gribko, 279 Charles Avenue, Massapequa Park, New York 11762, for fees paid for his child to attend the 2023 Town of Oyster Bay Summer Recreation Program at Marjorie Post Park, as his son will not be attending Summer Recreation at Marjorie Post Park; and

WHEREAS, Commissioner Pinto, by said memorandum, advised that Mr. Gribko 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 Peter Gribko; 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

Reviewed By
Office of Town Attorney

6041

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO: MEMORANDUM DOCKET

FROM: Joseph G. Pinto, Commissioner
Department of Parks

DATE: 8/15/2023

SUBJECT: Peter Gribko- 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 Peter Gribko, 279 Charles Ave, Massapequa Park, NY 11762. Mr. Gribko's son will not be attending Summer Recreation at Marjorie Post Park.

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

Summer Recreation 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)

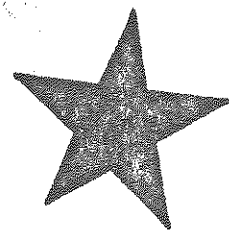
The Office of the Comptroller has reviewed all pertinent information relating to this request and recommends that the Town Board approve this refund. Therefore, Town Board approval of the aforementioned refund is requested.

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



Joseph G. Pinto
COMMISSIONER

JGP/nh



MS
Reviewed By
Office of Town Attorney

Ralph P. Stanley

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated August 8, 2023, advised that in accordance with Guidelines 6(a) and 6(c) of Town of Oyster Bay Procurement Policy, the Division of Community Development of the Department of Intergovernmental Relations issued a Request for Proposals For Lead Paint Testing Services ("RFP"), and placed a notice of said RFP in Newsday, a newspaper of general circulation within in the Town of Oyster Bay; and

WHEREAS, Commissioner Sammartano, by said memorandum, further advised that the Department received (3) proposals in response to the Town's RFP, with the proposal determined to most satisfy the Town's criteria of technical expertise, professional experience and cost, as based upon a review by a committee which evaluated all submitted proposals, was the proposal submitted by J.C. Broderick & Associates, Inc., 1775 Expressway Drive North Hauppauge, New York 11788 (N.Y. DOS. Reg. ID No. 2266496), with a quote of \$20,000.00; and

WHEREAS, Commissioner Sammartano, by said memorandum, requested that the Town Board authorize the Department to enter into an Agreement with J.C. Broderick & Associates, Inc., with the Agreement to be negotiated and approved by the Office of the Town Attorney, to provide the Town with lead paint testing services for the period June 1, 2023, nunc pro tunc, through May 31, 2024, with an option for three (3) one (1) year extensions, for an amount not to exceed \$20,000.00, and with said services to include, but not be limited to, the following:

- a. Providing environmental, on-site consultant services and laboratory assistance for individual jobs;
- b. Providing testing, risk assessment and interim control;
- c. Providing pre-construction inspections, surveys and testing;
- d. Providing for design, contractor review and recommended services;
- e. Providing for air monitoring review and project closeout; and

WHEREAS, Commissioner Sammartano, by said memorandum, further requested that the Town Board authorize the Town Supervisor, and/or his designee to execute the aforementioned Agreement,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, and the Department of Intergovernmental Affairs is hereby authorized to enter into an Agreement with J.C. Broderick & Associates, with the Agreement to be negotiated and approved by the Office of the Town Attorney, to provide the Town with lead paint testing services for the

period June 1, 2023, nunc pro tunc, through May 31, 2024, for an amount not to exceed \$20,000.00, with an option for three (3) one (1) year extensions; and be it further

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

RESOLVED, That the funds for said payment shall be drawn from Residential Rehab Lead Paint Account No. IGA CD 8668 48250 731 CD22; and be it further

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

#

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

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

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

TO: Memorandum Docket

FROM: Frank V. Sammartano, Commissioner
Intergovernmental Affairs

DATE: August 8, 2023

SUBJECT: COMMUNITY DEVELOPMENT BLOCK GRANT LEAD PAINT TESTING
SERVICES

In accordance with the Town's Procurement Policy, the Division of Community Development solicited proposals for Lead Paint Testing services by placing an ad in a local town wide newspaper, Newsday.

The Division of Community Development received three (3) responses. Each proposal was reviewed and evaluated by a committee. Based on the review and evaluations, we determined that J.C. Broderick & Associates, Inc. has the technical expertise necessary to assist us.

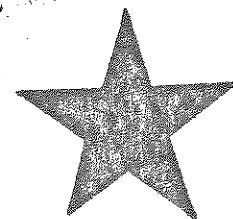
Funds for this purpose are available in account numbers:

Residential Rehab Lead Paint \$ 20,000.00 IGA CD 8668 48250 731 CD22

Therefore, it is respectfully requested that the Town Board authorize the Town to enter into an agreement to be negotiated and approved by the Town Attorney and further authorize the Supervisor and or his designee to execute said agreement. The proposed agreement will begin June 1, 2023 and end May 31, 2024 with a clause for the option of two (2) one (1) year extensions.


Frank V. Sammartano
Commissioner Intergovernmental Affairs

FVS/bh



CONTRACT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
THE TOWN OF OYSTER BAY
AND
J.C. BRODERICK & ASSOCIATES, INC

THIS AGREEMENT entered into as of day of August 2023,
by and between the TOWN OF OYSTER BAY, hereinafter referred to as the
"TOWN", and J.C. Broderick & Associates, Inc. registered in the State of New
York 11788, hereinafter referred to as the "CONSULTANT".

WITNESS THAT:

WHEREAS, the Town is undertaking a Community Development
Program in cooperation with Nassau County – Urban County Consortium,
which a Community Development Program was approved by the United
States Department of Housing & Urban Development under the provisions of
The Housing & Community Development Act of 1974, as amended; and

WHEREAS, the CONSULTANT was selected as the qualified respondent
In response to a request of proposal to perform among other things,
assessments, monitoring, and close out with certifications of asbestos and
lead based materials, abatements and removal projects.

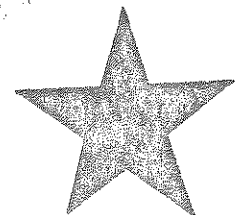
WHEREAS, HUD permits this service provided under municipal contract
For proposals when such municipal contracts have been requested proposals.

WHEREAS, the CONSULTANT is familiar with and fully knowledgeable
Of HUD rules and regulations; and

WHEREAS, the TOWN desires to engage the CONSULTANT to render
Certain technical assistance in connection with such program;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

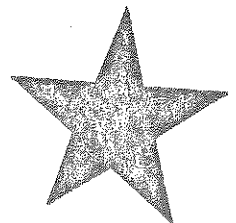
1. EMPLOYMENT OF CONSULTANT: The TOWN hereby engages the
CONSULTANT to perform the professional services hereinafter set
forth.
2. AREA COVERED: The CONSULTANT shall perform all the services
authorized under this Agreement in relation to a program within
the unincorporated areas of the Town of Oyster Bay.
3. SCOPE OF SERVICES: The CONSULTANT shall perform the
services provided for in this Agreement in a satisfactory and



prompt manner, in accordance with the applicable requirements of the Housing & Community Development Act of 1974, as amended, HUD regulations on Community Development Block Grants as published in the Federal Register, and other relevant local, state and federal laws.

such services shall include, but are not necessarily limited to the following services related to lead based paint hazards and asbestos removal in federally owned residential property and housing receiving Federal assistance.


- a. Provide environmental on site consultant services and laboratory Assistance for individual jobs for a total contract amount not to Exceed Twenty thousand dollars (\$20,000.).
 - b. Provide testing, risk assessment and interim control.
 - c. Provide preconstruction inspections, surveys and testing.
 - d. Provide for design and contractor review and recommended services.
 - e. Provide for air monitoring review and project closeout.
4. COMPENSATION AND METHOD OF PAYMENT: The TOWN shall pay the CONSULTANT on a per job basis in accordance with the fee Schedule, Exhibit A, attached hereto and made part thereof. Payments shall be made upon receipt by the TOWN of a requisition for payments from the CONSULTANT specifying the time worked and specifying that he has performed the authorized work as requested by the TOWN and that he is entitled to receive the amount requested under terms of the Contract. The TOWN, prior to making payment, shall determine that the fees are claimed are in accordance with the fee schedule established in this Contract.
5. HOLD HARMLESS CLAUSE: The CONSULTANT agrees to indemnify, save and hold harmless the TOWN and all of its employees from any claims, demands, actions, or causes of action of whatsoever nature or character resulting from the negligent performance of the CONSULTANT regarding the work and services provided for in this AGREEMENT; and further agrees to defend at its own cost and expense, any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising out of such negligent action relative to this AGREEMENT.
6. CONFIDENTIAL AND PROPRIETARY INFORMATION: In order that the CONSULTANT may effectively fulfill the AGREEMENT, it may become necessary or desirable for the TOWN to disclose to the CONSULTANT confidential and or proprietary information. The CONSULTANT agrees not to disclose to any person or persons any such information or data which is of a proprietary confidential



nature or which is designated by an appropriate stamp marking or legend thereon by the TOWN all such information or data upon the completion or termination of the AGREEMENT.

7. HARMONY MERGER CLAUSE: This AGREEMENT constitutes the Entire AGREEMENT of the parties hereto and supersedes all prior representations, proposals, discussions and communications, whether oral or in writing. This AGREEMENT may be modified only in writing and shall be enforced in accordance with its terms when signed by the party sought to be bound.
8. PROFESSIONAL INSURANCE: The CONSULTANT is required to submit to the TOWN their professional Insurance policy, workman's compensation and general liability Insurance. It is further agreed that the CONSULTANT will name the TOWN and the Department of Intergovernmental Affairs as the additional Insured.
9. TERMINATION: The TOWN may terminate this AGREEMENT at any time. In the event of termination, the CONSULTANT shall be reimbursed for services and costs incurred prior to the date of receipt of any termination notice.
10. OTHER PROVISIONS: The term of this contract shall commence on June 1st 2023 and terminate on May 31st 2024. The TOWN reserves the right to extend this AGREEMENT for two (2) additional one year periods.

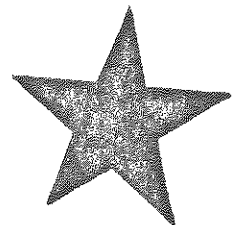
IN WITNESS WHEREFORE, the TOWN and the CONSULTANT HAVE EXECUTED THIS AGREEMENT EFFECTIVE


Reviewed by the Office

DEPUTY SUPERVISOR

REVIEWED BY
OFFICE OF TOWN ATTORNEY

J.C. Broderick & Associates, Inc.



Meeting of September 12, 2023

Resolution No. 643-2023

DAW
Reviewed By
Treasurer of Town Attorney
Elizabeth A. Stangor

WHEREAS, Robert Darienzo, Director of Finance, by memorandum dated August 17, 2023, requested that the Town Board authorize the Comptroller to make the following payment for expenses incurred in connection with the issuance of Bond Anticipation Notes:

S&P Global Ratings - Rating Fee	\$12,000.00
2542 Collection Center Drive	
Chicago, IL 60693	

Moody's Investors Service - Rating Fee	\$12,750.00
P.O. Box 102597	
Atlanta, GA 30368-0597	

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and the Comptroller is hereby authorized and directed to make payment in the amounts set forth hereinabove to S&P Global Ratings and to Moody's Investors Service for the abovementioned expenses incurred in connection with the issuance of Bond Anticipation Notes, upon submission of duly certified claim, after audit; and be it further

RESOLVED, That the funds for said payment shall be drawn from various capital accounts object .29999, Bonding and Finance.

-#-

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

Supervisor Saladino	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

August 17, 2023

To: Memorandum Docket
From: Rob Darienzo, Director of Finance
Subject: 2023 BAN Sale Expenses

The Town recently successfully awarded \$125,000,000 in Bond Anticipation Notes for various capital projects.

In connection with the issuance there are certain costs that are incurred and permission is hereby requested of the Town Board to enable the Town Comptroller to pay the following:

S&P Global Ratings – Rating Fee	\$ 12,000.00
2542 Collection Center Drive	
Chicago, IL 60693	

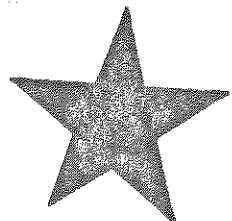
Moody's Investors Service – Rating Fee	\$ 12,750.00
P.O. Box 102597	
Atlanta, GA 30368-0597	

Funds are available in various capital accounts object .29999; Bonding & Finance.

Thank you.


Rob Darienzo
Director of Finance

RD/rd
Word/Documents/debt issuance expenses 2023 [I



Reviewed By
Office of Town Attorney
Elizabeth A. Laughlin

Meeting of September 12, 2023

Resolution No. 644-2023

RESOLVED, That the Town Board hereby ratifies the action of the Town Clerk in publishing the External Audit Report - Town of Oyster Bay Office of the Receiver of Taxes, for the period beginning on October 1, 2021 and ending on September 30, 2022, in compliance with General Municipal Law, Article 3, requiring public verification of said report and filing with the State Comptroller, such ratification being nunc pro tunc to August 17, 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

644

TOWN OF OYSTER BAYINTER-DEPARTMENTAL MEMORANDUM

August 17, 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 Receiver of Taxes
for the year ended September 30, 2022.

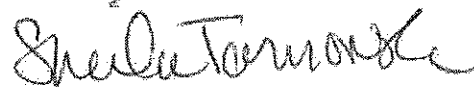
In accordance with an amendment to Article 3 of the General Municipal Law, as amended, effective January 1, 1989, the subject report must be filed with the State Comptroller within ten (10) days after filing. It further requires the Town Clerk to publish a Notice within ten (10) days to provide for the 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.

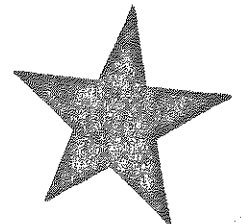
A resolution related to the above mentioned report ratifying the action of the Town Clerk in publishing the report should be adopted by the Town Board at their next meeting, *nunc pro tunc* to August 17, 2023.

Frank M. Scalera
Town Attorney



Sheila Tarnowski
Dir., Legislative Affairs

FMS:ST:pc



Reviewed By
Office of Town Attorney

Ralph P. Dealey

WHEREAS, Kenneth Johnson, Fire Inspector, Syosset Fire Department, 50 Cold Spring Road, Syosset, New York 11791, by letter dated July 24, 2024, requested the use of two (2) roll-off containers for the Department's Fire Prevention Day "Open House," with said roll-off containers to be delivered to Department Headquarters (located at the aforementioned address) on Friday, October 6, 2023, and collected on Monday, October 9, 2023; and

WHEREAS, Daniel M. Pearl, Commissioner, Department of Sanitation, by memorandum dated August 17, 2023, advised that the abovementioned equipment will not be required for use by the Town at that time, and that the Department of Sanitation has no objection to providing two (2) roll-off containers to the Syosset Fire Department, without charge, as the Fire Prevention Day does not constitute a profit-making event as defined in the Code of the Town of Oyster Bay, Chapter 201, "Solid Waste," Section 201-17, "Roll-Off Containers," for the Department's Fire Prevention Day "Open House," to be held on Sunday, October 8, 2023; and

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

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of Sanitation is hereby authorized to provide two (2) roll-off containers to the Syosset Fire Department for the Department's Fire Prevention Day "Open House," to be held on Sunday, October 8, 2023, without charge, with said containers to be delivered to Department Headquarters on Friday, October 6, 2023, and collected on Monday, October 9, 2023, subject to the following terms and conditions:

1. The use of all Town property and equipment shall be in conformance with the direction of the Commissioner of the Department of Sanitation, or his duly authorized representative.

2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of Town property and equipment, and in the conduct of the aforementioned activity.

3. The said organization shall file a Certificate of Insurance with the Office of the Town Clerk, indicating said organization maintains general liability insurance, in the amounts of \$2,000,000.00 bodily injury and \$1,000,000.00 property damage, and naming the Town as an additional insured, in connection with the aforementioned activity.

4. The said organization shall follow all New York State Guidelines with respect to social distancing, and the afore-described activity may be cancelled at any time by the Town of Oyster Bay at any time, to prevent harm to the population from the COVID 19 Virus, or from any other threat to the public health and/or safety.

-#-

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

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

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

August 17, 2023

TO: Memorandum Docket

FROM: Daniel M. Pearl, Commissioner of Sanitation

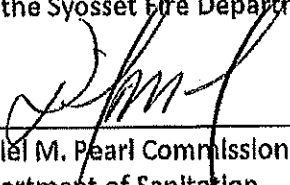
SUBJECT: Request: Syosset Fire District
50 Cold Spring Road
Syosset, N.Y. 11791

Attached please find a copy of a letter received in this office from Ken Johnson requesting two roll off container's for their Fire Prevention Day. The container's will be placed at 50 Cold Spring Road, on Friday, October 6, 2023, and collected on Monday, October 9, 2023.

An amendment to the Code of Ordinances of the Town of Oyster Bay, Article II: Solid Waste: Use of a Roll Off Container Pursuant to Chapter 201-17 reads as follows: "Charitable, fraternal, religious and not-for-profit organizations that maintain established meeting places within the Town of Oyster Bay and have requested the use of a Town roll off container in connection with a profit-making or fundraising event, shall be charged two hundred fifty dollars (\$250.00) for each container load dumped."

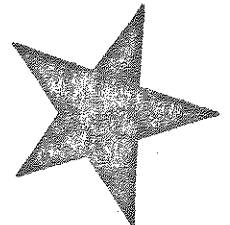
It is our opinion that the Fire Prevention Day does not constitute a profit-making or a fundraising event. Therefore, we hereby request the Honorable Town Board to approve this worthwhile organization the use of Town equipment without a charge, from Friday, October 6, 2023, through Monday, October 9, 2023.

Attached please find their certificate of insurance, endorsement, and hold harmless agreement for the use of Town of Oyster Bay equipment by the Syosset Fire Department.



Daniel M. Pearl Commissioner
Department of Sanitation

DMP: cw
Attachments
cc: Frank M. Scalera, Town Attorney
Steven Ballas, Comptroller



Syosset Fire District

50 Cold Spring Road
Syosset, New York 11791
Phone (516) 921-6597 · Fax (516) 921-0379
www.syossetfd.org

COMMISSIONERS:

RICHARD ROSEO, CHAIRMAN
ROHIT DHAWAN, VICE-CHAIRMAN
GIOVANNI GRACEFFA
ROBERT SWANSON
ROBERT KAPLAN

SECRETARY/TREASURER:
DIRECTOR OF PURCHASING:
SUPERINTENDENT:
COUNSEL:

KAREN BORRELLI
ROBERT E. LEE
JACK RANDAZZO
ELISABETTA COSCHIGNANO, ESQ.

July 24, 2023

Commissioner Daniel Pearl
Town of Oyster Bay
Sanitation Department
150 Miller Place
Syosset, NY 11791

Dear Commissioner Pearl:


The Syosset Fire District will be conducting our annual Fire Prevention Day "Open House" at Department Headquarters on Cold Spring Road on Sunday, October 8, 2023.

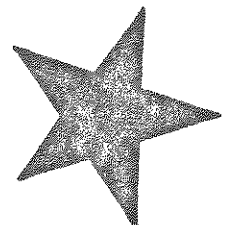
It is requested that the Town of Oyster Bay Sanitation Department provide us with two (2) large roll-off containers for this event from 10/6/2023 through 10/9/2023.

The Syosset Fire District will provide a certificate naming the Town of Oyster Bay as an additional insured with an endorsement by our insurance carrier. If any additional information is required regarding this request, please feel free to contact me at (516) 677-4509.

Thank you for your attention and consideration.

Sincerely,


Ken Johnson
Fire Inspector



(APPLICATION FOR TOWN OF OYSTER BAY ROLL OFF CONTAINER)

PLEASE TYPE OR PRINT CLEARLY

Name of Organization: SYOSSET FIRE DIST

Billing Address: _____

Phone Number (Days): 516-677-4509

Number of Container(s) Requested: 2

Address Where Container(s) Would Be Placed: IN T.O.B. PARKING LOT S1
REAR OF 450 Cold Spring Rd

Dates Container(s) Needed: From 10-6-23 To 10-9-23

Describe The Event For Which Container(s) Is/Are Requested: FIRE PREVENTION DAY
OPEN HOUSE

Will The Event For Which The Container(s) Is/Are Requested Involve Fundraising Or Is It Intended To Be Profit-Making? NO

I understand that this application is subject to the approval of the Town Board of the Town of Oyster Bay and that as a condition for such approval, a charge of \$250.00 for each container load dumped may be assessed for which I agree to assume responsibility.

Signature: [Signature] Date: _____

Title: FIRE PREVENTION OFFICER

Signature: _____ Date Received: _____

Signature: _____ Date Picked Up: 10-9-23

DO NOT WRITE BELOW THIS LINE

To Be Completed By Sanitation Division:

Approved By Resolution No.: G.T. \$250 Charge Applies: YES _____ NO ✓

To Be Completed By Scale House:

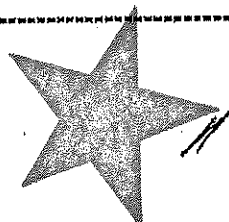
Disposal Authorization Ticket No.: _____

Load Ticket No.: _____

Date: _____

Signature: _____

Scalehouse to return copy to Comptroller
White Copy - Sanitation Driver (to be given to Scalehouse)
Yellow Copy - Sanitation Files
Green Copy - Scale House Files



ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/19/2023

PRODUCER

HARBOR INSURANCE AGENCY, LLC
5 FLINT ROAD
AMITY HARBOR, NY 11701 631-842-5350

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED

SYOSSET FIRE DISTRICT
50 COLD SPRING ROAD
SYOSSET, NY 11791

INSURER A: ARCH INSURANCE COMPANY

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE: <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC	MEPK06248018	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/DP-AGG \$ 10,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	MEPK06248018	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AUTO ONLY: AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	MEUM06415117	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 20,000,000 \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU- TORY LIMITS OTH- ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER IS ADDITIONAL INSURED AS PER FORM CG2026 (04/13) WITH RESPECT TO USE TOB
COMMUTER PARKING LOT S1, 15 SETS OF BARRICADES, 2 ROLL-OFF CONTAINERS AND 1 SET OF PORTABLE
BLEACHERS FROM FRIDAY, OCTOBER 6TH 2023- TUESDAY, OCTOBER 9TH 2023
2023

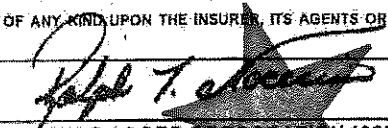
CERTIFICATE HOLDER

TOWN OF OYSTER BAY
54 AUDREY AVE
OYSTER BAY, NY 11771

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL
IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR
REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



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

With Respects To: Use of TQB commuter parking lot S1, 15 sets of barricades, 2 roll-off containers and 1 set of portable bleachers from 10/06/2023 - 10/09/2023

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:

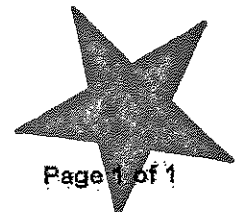
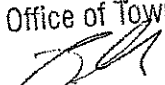
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

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

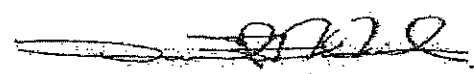


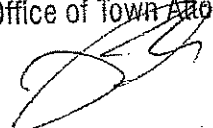
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change
Number 4

POLICY NUMBER MEPK06248018	POLICY CHANGES EFFECTIVE 07/19/2023	COMPANY Arch Insurance Company
NAMED INSURED: Syosset Fire District		AUTHORIZED REPRESENTATIVE McNeil and Company, Inc.
COVERAGE PARTS AFFECTED Commercial Lines Policy Coverage		
<p style="text-align: center;">CHANGES</p> <p>We have hereby AMENDED form CG2026 (12/19) - Additional Insured - Designated person or Organization on the above policy as follows:</p> <p>AMENDED: Town of Oyster Bay 54 Audrey Ave Oyster Bay, NY 11712 With Respects To: Use of TOB commuter parking lot S1, 15 sets of barricades, 2 roll-off containers and 1 set of portable bleachers from 10/06/2023 - 10/09/2023</p> <p>*Please See Attached</p> <p>No Premium Change</p> <p>All other terms and conditions of this policy remain unchanged.</p>		


Authorized Representative Signature
MCNEIL AND COMPANY, INC.

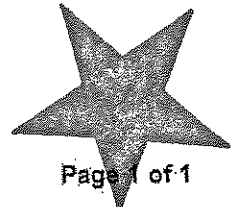
Reviewed By
Office of Town Attorney


am 09/05/2023

IL 1201 11 85

Copyright, Insurance Services Office, Inc., 1983
Copyright, ISO Commercial Risk Services, Inc., 1983

Page 1 of 1





TOWN OF OYSTER BAY
DEPARTMENT OF SANITATION

150 Miller Place
Syosset, NY 11791
516-877-6848
516-877-6883

Gary Terrell
Deputy Commissioner

Daniel M. Pearl
Commissioner

William Fox
Sanitation Supervisor III

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

This agreement is made this 10th day of July, 20 23 by

(Hereinafter "Organization"). Whereas, Organization desires to
use Town of Oyster Bay property and/or Equipment located at and/or described as
PARKING LOT 51 IN REAR OF FIRE HQ

For the event described as

FIRE PREVENTION DAY OPEN HOUSE

The property/equipment is needed from 10-6-23 to 10-9-23

The event for which the property and/or equipment is requested () is (X) 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 the loss and/or expense or suits for damage to persons or property, including its property, arising from its use of the Town property and/or equipment.

Reviewed By
Office of Town Attorney

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

Syosset Fire Dist

50 Cold Spring Rd

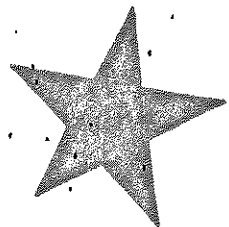
Syosset Ny. 1179

By:

~~Authorized Representative~~

Title: FIRE PREVENTION OFFICE

Téléphone No.: 516-677-4509



WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated August 25, 2023, requested that the Town Board authorize support of the Bethpage Chamber of Commerce by reimbursing the cost of the entertainment for the Bethpage Chamber of Commerce's "Music On Broadway" event; and

WHEREAS, "Music on Broadway" was held on Saturday, August 19, 2023 from 6:00 p.m. – 10:00 p.m., which featured *Beyond Fab*, a Beatles tribute band, which performed for a fee of \$3,200.00; and

WHEREAS, the Bethpage Chamber of Commerce's disclosure questionnaire has been reviewed and satisfies the Town's Procurement Policy; and

WHEREAS, funds to reimburse the cost of the event, to support the Bethpage Chamber of Commerce, are available in account number CYS A 7020 47660 000 0000, *Special Events*,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board authorize a payment, *nunc pro tunc*, to August 19, 2023, in the amount of \$3,200.00 to the Bethpage Chamber of Commerce in support of their "Music on Broadway" event.

-#-

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

August 25, 2023

TO: Memorandum Docket

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

SUBJECT: Bethpage Chamber of Commerce – Music on Broadway

The Department of Community & Youth Services requests Town Board authorization to support the Bethpage Chamber of Commerce, by reimbursing the cost of the entertainment for the Chamber's "Music on Broadway".

The "Music on Broadway" event was held on Saturday, August 19, 2023 from 6:00pm – 10:00pm. *Beyond Fab* is the Beatles tribute band that performed at the event from 8:00pm – 10:00pm for a fee of \$3,200.00.

The Bethpage Chamber of Commerce's disclosure questionnaire has been reviewed and satisfies the Town's Procurement Policy.

Funds to reimburse the cost of the event, to support the Chamber, are available in account number CYS A 7020 47660 000 0000, *Special Events*.

Therefore, it is respectfully requested that the Town Board authorize a payment, nunc pro tunc to August 19, 2023, in the amount of \$3,200.00 to the Bethpage Chamber of Commerce in support of their "Music on Broadway" event.


Maureen A. Fitzgerald
Commissioner



MAF:iw

LAR Enterprises Inc.
PO Box 340
West Islip, NY 11795

Invoice Number 5321-----August 19, 2023

1. Engagement: Saturday August 19, 2023 -- Performance Time: 8pm
2. Performer BEYOND FAB A TRIBUTE TO THE MUSIC OF THE BEATLES
3. Full Price Agreed Upon: \$3200.00 includes Sound & Backline.(Deposit):None
4. Set Length(s) Approx. 2 Hours
5. Ticket Prices: Free Concert: Street Festival Stewart Avenue, Bethpage
6. Donald Schivetta/John Coumatis to supply Showmobile/Staging with Generator

Sound check approximately 5 pm.
LAR Enterprises will supply insurance

Total \$3,200.00

Please make check Payable to:

LAR Enterprises, Inc
PO Box 340
West Islip, NY 11795



WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated August 25, 2023, requested that the Town Board authorize the Department of Community and Youth Services to co-sponsor the Fall 2023 Distinguished Artist's Concert Series, with various public libraries throughout the Town of Oyster Bay, and to enter into agreements with the artists listed on the attached table to render performances on the dates and at the times and locations specified on said table, subject to the following terms and provisions:

1. The Town and the individual library shall each pay \$600.00 toward the noted performance.
2. The Town's responsibility shall not exceed \$6,600.00 for the Fall 2023 portion of the Concert series; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further requested that the Town Board authorize the Supervisor, and/or his designee, to execute the aforementioned agreements; and

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

WHEREAS, Commissioner Fitzgerald, by said memorandum, further advised that the Town reviewed the listed performers' vendor disclosure questionnaires and is satisfied that the requirements of the Town of Oyster Bay Procurement Policy have been satisfied; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further requested authorization to cancel performances and make changes to the date, time and location of the performances as needed,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby approved, and that the Department of Community and Youth Services is hereby authorized to co-sponsor the Fall 2023 Distinguish Artists Concert Series, with various public libraries throughout the Town of Oyster Bay, and to enter into agreements with the artists listed on the attached table to render performances on the dates and at the times and locations specified on said table, subject to the foregoing terms and provisions; and be it further

RESOLVED, That the Supervisor, and/or his duly appointed designee, are hereby authorized to execute the aforementioned agreements; and be it further

RESOLVED, That the Commissioner of the Department of Community and Youth Services is hereby authorized to cancel performances and make changes to the date, time and location of the performances as needed; and be it further

Reviewed By
Office of Town Attorney

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

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

-#-

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

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

TOWN OF OYSTER BAY
Inter-Departmental Memorandum

August 25, 2023


TO: Memorandum Docket
FROM: Maureen A. Fitzgerald, Commissioner
Department of Community and Youth Services
SUBJECT: Fall 2023 Distinguished Artist's Concert Series


The Department of Community & Youth Services is requesting Town Board authorization to co-sponsor a Distinguished Artist's Concert Series with various libraries throughout the Town of Oyster Bay. The Department is requesting approval to enter into Agreements, in accordance with the performers, dates and locations listed on the attached table, for the concert series.

The Town and the individual library will each pay \$600.00 toward the noted performance. The Town's responsibility will not exceed \$6,600.00 for the Fall 2023 portion of the Concert Series. Funds for the concert fees are available in Account CYS A 7020 47660 000 0000, Special Events. The proposed vendors Disclosure Questionnaires have been reviewed and satisfy the Town's Procurement Policy.

The Department also requests authorization for the Commissioner of the Department to cancel performances and make changes to the date, time and location of the performances as needed.

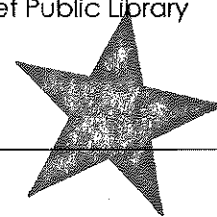
Therefore, it is respectfully requested that the Town Board authorize the Distinguished Artist's Concert Series and allow the Department to enter into Agreements and further authorize the Supervisor and/or his designee to execute said Agreements.


Maureen A. Fitzgerald
Commissioner



MAF:dj
Attachments

PERFORMER NAME	CHECK PAYABLE TO:	DATE/TIME OF PERFORMANCE	LOCATION OF PERFORMANCE
T-Bird and The Buzzards	Salvatore Novello 783 South 4th Street Lindenhurst, NY 11757	Saturday, October 7, 2023 2:00 PM	Massapequa Public Library
Echoes of Sinatra	Steven Kazlauskas 31 Split Level Road Ridgefield, CT 06877	Sunday, October 8, 2023 2:00 PM	Bethpage Public Library
Pure Joy With Paige Patterson	Paige Patterson 2 Custom Lane Port Jefferson Station, NY 11776	Saturday, October 14, 2023 7:00 PM	Plainview-Old Bethpage Public Library
The Guthrie Brothers	Guthrie Brothers, LLC NEW ADDRESS: 146 Arch Street Ramsey, NJ 07446	Sunday, October 15, 2023 2:00 PM	Hicksville Public Library
Penny Lane	James DiNapoli 1965 Stuyvesant Avenue Merrick, NY 11566	Saturday, November 4, 2023 7:00 PM	Plainview-Old Bethpage Public Library
Manhattan Lyric Opera	Anne Mitchell 4782 Watermark Lane Sarasota, FL 34238	Sunday, November 5, 2023 1:00 PM	Syosset Public Library
Banjo Rascals	Banjo Rascals 34 Florence Avenue Massapequa, NY 11758	Sunday, November 12, 2023 2:00 PM	Bethpage Public Library
Copperline	David J. Lamm 244 Colony Street West Hempstead, NY 11552	Sunday, December 3, 2023 2:00 PM	Hicksville Public Library
Vincent Roccaro and His Trio	The Chiclettes, Inc. 58 Clearwater Avenue Massapequa, NY 11758	Saturday, December 9, 2023 2:00 PM	Massapequa Public Library
Stan Wiest	A. Wiest Entertainment Group, Inc. 271 Bread and Cheese Hollow Road Fort Salonga, NY 11768	Sunday, December 10, 2023 2:00 PM	Bethpage Public Library
Way Back When	Stagecoach Productions, LLC C/O Gary Hyatt 48 Rose Place Selden, NY 11784	Sunday, December 17, 2023 2:30 PM	Syosset Public Library



Contract No.: XXX-XXXX

Contract

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

Performance by: XXXXXXXXXXXXX

Date: XXXXXXXXXXXXX

Location: XXXXXXXXXXXXXXXX

Amount: \$XXX.XX

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

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

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

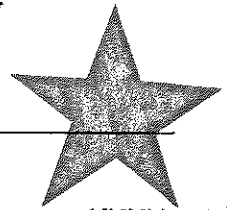
CONTRACTOR

DATE: _____, XXXX

TOWN OF OYSTER BAY

COMMISSIONER

DATE: _____, XXXX



Reviewed By
Office of Town Attorney
[Signature]

Contract

This Contract, made by and between the Town of Oyster Bay's Department of Community and Youth Services, located at 977 Hicksville Road, Massapequa, New York 11758 (hereinafter referred to as "TOWN") and Salvatore Novello., located at 783 South 4th Street., Lindenhurst, NY 11757 (hereinafter referred to as "CONTRACTOR") in consideration of mutual interests provided for hereby, the parties herein agree as follows:

Performance by: T-Bird and the Buzzards
Date: October 7, 2023
Time: 2:00PM (a 75-90 minute performance is required)
Location: Massapequa Public Library,
40 Harbor Lane, Massapequa Park, NY 11762
Contact: Lee Gundel (516) 798-4607
Amount: \$600.00

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

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

SALVATORE NOVELLO

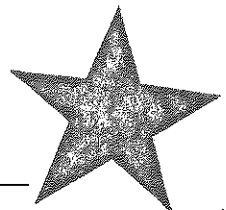
CONTRACTOR

DATE: _____, 2023

TOWN OF OYSTER BAY

DEPUTY SUPERVISOR

DATE: _____, 2023



OPS
Reviewed By
Office of Town Attorney
America Wolfe

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated August 25, 2023, requested Town Board authorization to renew the contract between the Town of Oyster Bay and the Long Island Developmental Disabilities Regional Office, for the period January 1, 2024 through December 31, 2024, and Commissioner Fitzgerald has advised that under said contract, Long Island Developmental Disabilities Regional Office will provide the Town with \$137,113.00 for Family Support Services rendered to developmentally disabled persons through the Group Activities Program (GAP),

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Department of Community and Youth Services is hereby authorized to renew the abovementioned contract between the Town of Oyster Bay and the Long Island Developmental Disabilities Regional Office, for a total of \$137,113.00 for Family Support Services rendered to developmentally disabled persons through the Group Activities Program (GAP), from January 1, 2024 through December 31, 2024.

-#-

The foregoing resolution was declared adopted after a 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

August 25, 2023

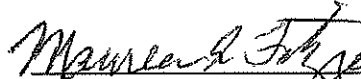
To: Memorandum Docket

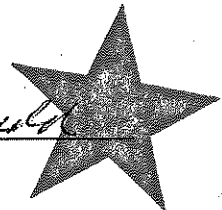
From: Maureen A. Fitzgerald, Commissioner
Department of Community & Youth Services

Subject: Contract with the LI Developmental Disabilities Regional Office

The Department of Community & Youth Services is requesting Town Board authorization to continue to contract with the Long Island Developmental Disabilities Regional Office. The contract period covers January 1, 2024 through December 31, 2024. The contract will provide the Town with \$137,113.00 for Family Support Services rendered to the developmentally disabled persons through the Group Activities Program (GAP). Last year, the Town Board authorized the services for this contract with Resolution Number 793-2022, dated November 15, 2022.

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


Maureen A. Fitzgerald
Commissioner



MAF:jd
Attachments

Meeting of November 15, 2022

Resolution No.793-2022

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated October 14, 2022, requested Town Board authorization to renew the Contract between the Town of Oyster Bay and the Long Island Developmental Disabilities Service Regional Office, for the reimbursement of family support services rendered to developmentally disabled persons, administered by the Group Activities Program (GAP) for the period commencing on January 1, 2023 through December 31, 2023; and

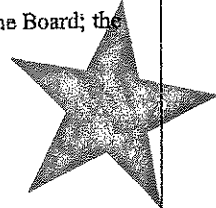
WHEREAS, Commissioner Fitzgerald, by said memorandum, advised that under said Contract, the Long Island Developmental Disabilities Service Office will provide the Town with a total of \$131,839.00 for family support services rendered to developmentally disabled persons through the Group Activities Program (GAP),

NOW, THEREFORE, BE IT RESOLVED, that the request as hereinabove set forth is approved, and the abovementioned Contract between the Town of Oyster Bay and the Long Island Developmental Disabilities Service Regional Office, for family support services rendered to developmentally disabled persons, through the Group Activities Program (GAP), is hereby renewed, for the period commencing on January 1, 2023 through December 31, 2023, for a total of \$131,839.00.

-#-

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

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



Joanna Didonato

From: MaryJo Reby
Sent: Thursday, August 17, 2023 11:21 AM
To: Joanna Didonato
Subject: FW: 2024 New 5 Year Contract C00930GG
Attachments: 2024 Town of Oyster Bay C00930GG Attachment F Work Plan Summary.docx; 2024 Town of Oyster Bay C00930GG Attachment G Assurances and Certifications for Grants 28 November 2022.docx; 2024 Town of Oyster Bay C00930GG Attachment A-1 Family Support Services 11.22 (003).docx; 2024 Town of Oyster Bay C00930GG Attachment E Net Deficit Budget.xlsx

From: Camacho, Deborah J (OPWDD) <deborah.j.camacho@opwdd.ny.gov>
Sent: Thursday, August 17, 2023 10:50 AM
To: MaryJo Reby <mreby@oysterbay-ny.gov>
Cc: Garone, Liz (OPWDD) <Liz.Garone@opwdd.ny.gov>
Subject: 2024 New 5 Year Contract C00930GG

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!

RE: OPD01-FSS24-2024-00071
\$137,113

Dear Town of Oyster Bay:

Your agency has been sent a renewal for a NEW 5 YEAR contract (previous contract number C00237GG) through the NYS Grants Gateway. By this time, key staff with your agency should have had the essential training and been assigned required roles in the Gateway to accomplish the tasks necessary in the electronic contract process. Below is a link and other important information regarding Grantee training in the Grant's Gateway.

You will need to fill out and return to me by email, copies of your agency's budget and work plan summary, as well as the attached A-1 paperwork (I have filled out a small area in this paperwork-please make sure the information is correct). Please send this paperwork back to me in its original form. NO scanned copies will be accepted. You will need to submit Certificates of Insurance coverage (Worker's Compensation form U26.3/C105.2 and Disability form DB 120.1), and an updated Certificate of Completion for the Vendor Questionnaire (Link: [File Your Vendor Responsibility Questionnaire | Office of the New York State Comptroller](#)). Please also take a minute and ensure the status of your CHAR Registration, and Grant's Prequalification (Document Vault) are current.

If you need additional assistance, my contact information is below.

Grantee Training in the Grants Gateway:

Below is the YouTube video link to the Grantee Webinar held in July for the Contract Management process in Gateway.

https://www.youtube.com/watch?v=sk_aMSn3HYs

NYSIT help desk information for Grantees:

Email – Grantsgateway@its.ny.gov

Grant's Gateway Manual: <https://grantsmanagement.ny.gov/grantee-documents#vendor-user-manual>

Thank you,

Jean Camacho

CMS 1- Fiscal Unit Contract Management Specialist

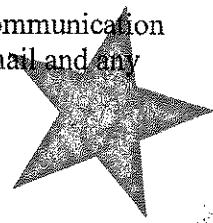
NYS Office for People with Developmental Disabilities
415A Oser Avenue, Hauppauge, NY 11788

OFFICE: (631) 416-3880

Deborah.J.Camacho@opwdd.ny.gov

www.opwdd.ny.gov

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WAS
Reviewed By
Office of Town Attorney
America Waffe

WHEREAS, Maureen A. Fitzgerald, Commissioner. Department of Community and Youth Services, by memorandum dated August 25, 2023, requested Town Board authorization to renew the Contract between the Town of Oyster Bay and the Long Island Developmental Disabilities Service Regional Office, for a program for children with autism, administered through the Group Activities Program (GAP), for the period commencing on January 1, 2024 through December 31, 2024; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, advised that under said Contract, the Long Island Developmental Disabilities Service Office will provide the Town with a total of \$33,076.00 for a program for children with autism, administered through the Group Activities Program (GAP),

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and that the Contract between the Town of Oyster Bay and the Long Island Developmental Disabilities Service Regional Office, for a program for children with autism, administered through the Group Activities Program (GAP), is hereby renewed, for the period commencing on January 1, 2024 through December 31, 2024, for a total of \$33,076.00.

-#-

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

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

TOWN OF OYSTER BAY
Inter-Departmental Memo

August 25, 2023


To: Memorandum Docket


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

Subject: Contract with the LI Developmental Disabilities Regional Office

The Department of Community & Youth Services is requesting Town Board authorization to continue to contract with the Long Island Developmental Disabilities Regional Office for a Program for Children with Autism. The contract period covers January 1, 2024 through December 31, 2024. The contract will provide the Town with \$33,076.00 for an Autistic Program which will be administered by the Group Activities Program (GAP). Last year, the Town Board authorized the services for this contract with Resolution Number 792-2022, dated November 15, 2022.

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


Maureen A. Fitzgerald
Commissioner



MAF:jd
Attachments

Meeting of November 15, 2022

Resolution No.792-2022

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated October 14, 2022, requested Town Board authorization to renew the Contract between the Town of Oyster Bay and the Long Island Developmental Disabilities Service Regional Office, for a program for children with autism, administered through the Group Activities Program (GAP), for the period commencing on January 1, 2023 through December 31, 2023; and

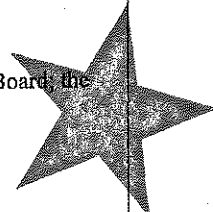
WHEREAS, Commissioner Fitzgerald, by said memorandum, advised that under said Contract, the Long Island Developmental Disabilities Service Office will provide the Town with a total of \$31,804.00 for a program for children with autism, administered through the Group Activities Program (GAP),

NOW, THEREFORE, BE IT RESOLVED, that the request as hereinabove set forth is hereby approved, and that the Contract between the Town of Oyster Bay and the Long Island Developmental Disabilities Service Regional Office, for a program for children with autism, administered through the Group Activities Program (GAP), is hereby renewed, for the period commencing on January 1, 2023 through December 31, 2023, for a total of \$31,804.00.

-#-

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

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



Joanna Didonato

From: MaryJo Reby
Sent: Thursday, August 17, 2023 3:37 PM
To: Joanna Didonato
Subject: FW: 2024 Contract Renewal C00788GG
Attachments: 2024 Town Of Oyster Bay C00788GG Attachment G Assurances and Certifications for Grants 28 November 2022.docx; 2024 Town Of Oyster Bay C00788GG Attachment A-1 Family Support Services 11.22 (003).docx; 2024 Town Of Oyster Bay C00788GG Attachment E Net Deficit Budget.xlsx; 2024 Town Of Oyster Bay C00788GG Attachment F Work Plan Summary.docx

From: Camacho, Deborah J (OPWDD) <deborah.j.camacho@opwdd.ny.gov>
Sent: Thursday, August 17, 2023 2:40 PM
To: MaryJo Reby <mreby@oysterbay-ny.gov>
Cc: Garone, Liz (OPWDD) <Liz.Garone@opwdd.ny.gov>
Subject: 2024 Contract Renewal C00788GG

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RE: OPD01-FSS23-2023-00027(2)

\$33,076

Dear Town of Oyster Bay :

Your agency has been sent an amendment renewal for contract C00788GG through the NYS Grants Gateway. By this time, key staff with your agency should have had the essential training and been assigned required roles in the Gateway to accomplish the tasks necessary in the electronic contract process. Below is a link and other important information regarding Grantee training in the Grant's Gateway.

You will need to fill out and return to me by email, copies of your agency's budget and work plan summary, as well as the attached A-1 paperwork (I have filled out a small area in this paperwork-please make sure the information is correct). Please send this paperwork back to me in its original form. NO scanned copies will be accepted. You will need to submit Certificates of Insurance coverage (Worker's Compensation form U26.3/C105.2 and Disability form DB 120.1), and an updated Certificate of Completion for the Vendor Questionnaire (Link: [File Your Vendor Responsibility Questionnaire | Office of the New York State Comptroller](#)). Please also take a minute and ensure the status of your CHAR Registration, and Grant's Prequalification (Document Vault) are current.

If you need additional assistance, my contact information is below.

Grantee Training in the Grants Gateway:

Below is the YouTube video link to the Grantee Webinar held in July for the Contract Management process in Gateway.

https://www.youtube.com/watch?v=sk_aMSn3HYs

NYSIT help desk information for Grantees:

Email – Grantsgateway@its.ny.gov

Grant's Gateway Manual: <https://grantsmanagement.ny.gov/grantee-documents#vendor-user-manual>

Jean Camacho

CMS 1- Fiscal Unit Contract Management Specialist

NYS Office for People with Developmental Disabilities

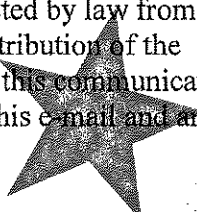
415A Oser Avenue, Hauppauge, NY 11788

OFFICE:(631) 416-3880

Deborah.J.Camacho@opwdd.ny.gov

www.opwdd.ny.gov

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OPS
Reviewed By
Office of Town Attorney
Nanica Wolfe

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated August 28, 2023, requested Town Board authorization to issue a refund in the amount of \$964.29 to Town of Oyster Bay resident Parul Kandhela, 9 Brian Street, Plainview, NY 11803, for fees paid for his children to attend the 2023 Town of Oyster Bay Summer Recreation Program at Syosset-Woodbury Park, as his children attended four (4) days of camp and did not return to the program; and

WHEREAS, Commissioner Pinto, by said memorandum, advised that Mrs. Kandhela is entitled to a refund of the \$1,071.43 registration fee, less the 10 percent administrative fee, for a total refund of \$964.29,

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 \$964.29 to Parul Kandhela; 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

650

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO: MEMORANDUM DOCKET

FROM: Joseph G. Pinto, Commissioner
Department of Parks

DATE: 8/28/2023

SUBJECT: Parul Kandhela- Summer Recreation Syosset-Woodbury Park Refund

The Department of Parks respectfully requests Town Board approval for a refund in the amount of \$964.29 (nine hundred sixty four dollars and 29/100 cents) to Town of Oyster Bay resident Parul Kandhela, 9 Brian Street, Plainview, NY 11803. Mrs. Kandhela's two children attended four days of camp at Syosset-Woodbury Park and will not be returning.

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

Summer Recreation Syosset-Woodbury Park	\$1,071.43
10% Administration Fee	<u>\$107.14</u>

TOTAL REFUND \$964.29 (nine hundred sixty four dollars and 29/100 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
Samantha Valenza

Meeting of September 12, 2023

Resolution No. 651-2023

WHEREAS, Samantha Valenza has requested to donate a memorial plaque to be placed on an existing bench at Philip B. Healey Beach at Florence Avenue, Massapequa, in memory of Dominick Valenza; and

WHEREAS, the value of the plaque and existing bench is estimated to be \$850.00, and the monies donated will be deposited into Account No. PKS A 0001 02705 000 0000; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated August 25, 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 \$850.00 from Samantha Valenza for a memorial plaque to be placed on an existing bench at Philip B. Healey Beach at Florence Avenue, Massapequa, in memory of Dominick Valenza.

-#-

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

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

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

TO: Memorandum Docket
FROM: Joseph G. Pinto, Commissioner of Parks
SUBJECT: Memorial Plaque and Existing Bench
DATE: August 25, 2023

The Department of Parks has received a request from Samantha Valenza (letter attached) requesting a memorial plaque on an existing bench at Philip B. Healey Beach at Florence Avenue in memory of Dominick Valenza.

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 \$850.00 from Samantha Valenza.

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: Samantha Valenza [REDACTED]
Sent: Friday, August 25, 2023 2:45 PM
To: Diann Codispodo
Cc: barbaravalenza64@gmail.com
Subject: Re: Memorial Prices and Guidelines

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

Hi Diann,

Wondering if there is an update here?

Samantha Valenza
516-761-4466 | [LinkedIn](#)

On Thu, Aug 17, 2023 at 12:09 PM Samantha Valenza <samvalenza12@gmail.com> wrote:
Hi Diann,

My mom and I met with Vinny this morning at Florence Avenue beach this morning.
We would like to purchase an 8x6 plaque for an existing bench at the park in honor of my father Dominick Valenza.
Can you please send over the next steps?

Thank you!
Samantha

On Wed, Aug 16, 2023 at 6:55 PM Samantha Valenza <samvalenza12@gmail.com> wrote:
Hi Diann,

My mom and I met with Vinny this morning at Florence Avenue beach this morning.
We would like to purchase an 8x6 plaque for an existing bench at the park.
Can you please send over the next steps?

Thank you!
Samantha

Samantha Valenza
516-761-4466 | [LinkedIn](#)

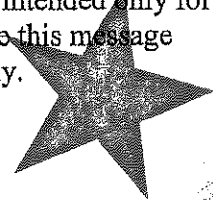
On Mon, Apr 10, 2023 at 12:47 PM Diann Codispodo <dcodispodo@oysterbay-ny.gov> wrote:

Hi Barbara attached are the prices and the guidelines that we were speaking about. I'll pass your name and number along to Vinny and after you meet with him then you can call me back so we can discuss next steps

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.



Samantha Valenza
516-761-4466 | [LinkedIn](#)

Reviewed By
Office of Town Attorney

America Walker

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

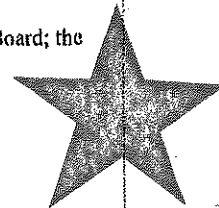
8" x 6" plaque placed under an existing tree is \$550.00

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



WHEREAS, Connie Versichelli has requested to donate a memorial plaque to be placed on an existing bench at Philip B. Healey Beach at Florence Avenue, Massapequa, in memory of Arthur Versichelli; and

WHEREAS, the value of the plaque and existing bench is estimated to be \$850.00, and the monies donated will be deposited into Account No. PKS A 0001 02705 000 0000; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated August 24, 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 \$850.00 from Connie Versichelli for a memorial plaque to be placed on an existing bench at Philip B. Healey Beach at Florence Avenue, Massapequa, in memory of Arthur Versichelli.

-#-

Reviewed By
Office of Town Attorney
Connie Versichelli

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

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

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

TO: Memorandum Docket
FROM: Joseph G. Pinto, Commissioner of Parks
SUBJECT: Memorial Plaque and Existing Bench
DATE: August 24, 2023

The Department of Parks has received a request from Connie Versichelli (letter attached) requesting a memorial plaque on an existing bench at Philip Healey Beach at Florence Avenue in memory Arthur Versichelli.

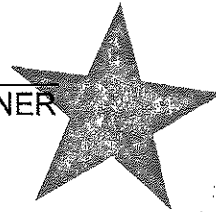
The Department of Parks has reviewed this request and concurs this will be a fitting tribute.

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 \$850.00 from Connie Versichelli.

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: Connie Versichelli [REDACTED]
Sent: Sunday, August 13, 2023 9:42 PM
To: Diann Codispodo
Subject: Re: Memorial Price and Guidelines Diann as per our telephone conversation this is the information you requested.

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

My name is Connie Versichelli I would like to request an 8 by 6 plaque in honor of my late husband Arthur Versichelli the donation amount is \$850. This plaque is to be placed on an existing bench at Florence Ave beach.

Thank you
Sent from my iPhone

On Aug 11, 2023, at 8:16 AM, Diann Codispodo <dcodispodo@oysterbay-ny.gov> wrote:

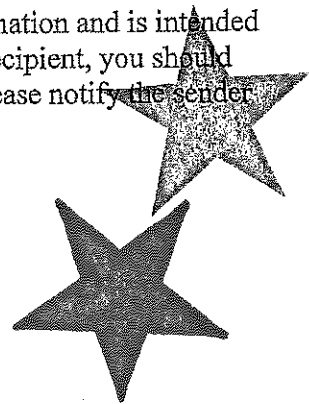
GM Connie please email me a request letter that has your name the park name exactly what you want to donate (plaque on an existing bench) and your husband's name. If you want to put anything else feel free but these 4 things must be on there.

I'll be out next week so if you can get it to me ASAP I can get the paperwork done by the time I leave today at noon.

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

Domenica 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

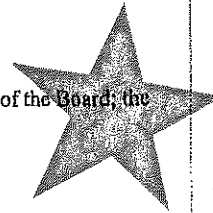
8" x 6" plaque placed under an existing tree is \$550.00

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



WHEREAS, SOUTH FARMINGDALE FIRE DISTRICT, fee owner, has applied to the Department of Planning and Development of the Town of Oyster Bay, for approval of a site plan, to modify the existing platform to support a new 40 foot radio tower on the top of an existing building, located at 819 Main Street, Farmingdale, Town of Oyster Bay, New York 11735, said premises being described as Section 49, Block 54, Lots 1-17, 51 & 52 on the Land and Tax Map of Nassau County; and

WHEREAS, Harold B. Mayer, Jr., Esq., Commissioner, Department of Planning and Development, by memorandum dated August 23, 2023, advised that the Department of Planning and Development has reviewed the following eight (8) plans prepared by Robert William Toms, P.E., Advanced Network Services, Albany, New York:

SHEET NO.	TITLE	PREPARED BY	DATE
T-1	Title Sheet, Site Information, Compliance Notes	Robert William Toms, P.E.	08/09/23
G-1	General Notes, Abbreviations & Symbols	Robert William Toms, P.E.	08/09/23
G-2	General Notes Continued	Robert William Toms, P.E.	08/09/23
C-1	Site Plan	Robert William Toms, P.E.	08/09/23
S-1	High Roof Plan	Robert William Toms, P.E.	08/09/23
S-2	Tower and Building Elevation	Robert William Toms, P.E.	08/09/23
S-3	Modified Tower Support Platform Plan & Detail	Robert William Toms, P.E.	08/09/23
S-4	Antenna Specifications	Robert William Toms, P.E.	08/09/23

Which plans were submitted by SOUTH FARMINGDALE FIRE DISTRICT as part of its application for approval of a Site Plan; and

WHEREAS, said Commissioner further reports that the plan submitted complies with the standards set forth in the Code of the Town of Oyster Bay, Section 246-4.1.4.2, Governmental Uses (Special Purpose Districts) and Section 246.6, Site Plan Review, and recommended Town Board approval for the plans enumerated herein,

NOW, THEREFORE, BE IT RESOLVED, That in accordance with the memorandum of Harold B. Mayer, Jr., Esq., Commissioner, Department of Planning and Development, dated August 23, 2023 the plans enumerated herein are hereby approved; and be it further

Reviewed By
Office of Town Attorney

RESOLVED, That the application of SOUTH FARMINGDALE FIRE DISTRICT, fee owner, for approval of a site plan, to modify the existing platform to support a new 40 foot tower on the top of an existing building located at 819 Main Street Farmingdale, Town of Oyster Bay, New York 11735, said premises being described as Section 49, Block 54, Lots 1-17, 51 & 52 on the Land and Tax Map of Nassau County, is hereby APPROVED.

-#-

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

Supervisor Saladino	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 & DEVELOPMENT

DATE: AUGUST 23, 2023

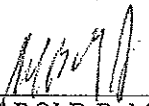
SUBJECT: BUILDING APPLICATION REVIEW AND APPROVAL
SOUTH FARMINGDALE FIRE DISTRICT
819 MAIN STREET
FARMINGDALE, NEW YORK 11735
SECTION 49, BLOCK 54, LOT(S) 1-17, 51 & 52

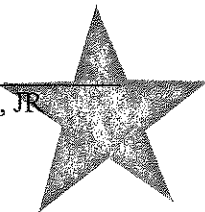
The Planning Division has reviewed the above captioned application with regard to section, block and lot designation, zoning classification, existing variances and zoning violations. This review is made pursuant to Chapter 246, Section 4.1.4.2 (Governmental Uses) of the Code of the Town of Oyster Bay which requires the applicant to submit plans for Town Board Approval prior to the issuance of Building Permits (without the need for public hearing).

This application is proposing the modification of the existing platform to support a new 40ft radio tower on the top of an existing building for South Farmingdale Fire Department. Please see enclosed eight (8) plans prepared by Robert William Toms, P.E., Advanced Network Services, Albany, NY that have been submitted for approval. The plans are as follows:

SHEET NUMBER/TITLE	PREPARED BY	DATE
T-1/Title Sheet, Site Information, Compliance Notes	Robert William Toms, P.E.	08/09/2023
G-1/General Notes, Abbreviations & Symbols	Robert William Toms, P.E.	08/09/2023
G-2/General Notes Continued	Robert William Toms, P.E.	08/09/2023
C-1/Site Plan	Robert William Toms, P.E.	08/09/2023
S-1/High Roof Plan	Robert William Toms, P.E.	08/09/2023
S-2/Tower and Building Elevation	Robert William Toms, P.E.	08/09/2023
S-3/Modified Tower Support Platform Plan & Detail	Robert William Toms, P.E.	08/09/2023
S-4/Antenna Specifications	Robert William Toms, P.E.	08/09/2023

Development of the subject premises in accordance with the plan attached does comply with the requirements of Chapter 246, Section 4.1.4.2 (Governmental Uses) of the Code of the Town of Oyster Bay. Therefore, I refer the enclosed documentation to the Honorable Town Board for their review and action in accordance with Chapter 246 of the Code of the Town of Oyster Bay.


HAROLD B. MAYER, JR
COMMISSIONER



HBM/dmh
Encls.

cc: Legislative Affairs (9 copies w/ attachments)

dmh

WHEREAS, pursuant to Sections 96-15 and 96-20 of the Code of the Town of Oyster Bay, the Department of Planning and Development, by its emergency powers, authorized the Highway Department to vacate and secure the dwelling located at, 29 Ninth Street, Hicksville, New York 11801, also known as Section 46, Block 287, Lot 33 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 August 28, 2023, pursuant to Section 96-19 of the Code of the Town of Oyster Bay, have requested that the cost of securing the premises on June 29, 2023, in the amount of \$2,054.67, 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 August 28, 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 \$2,054.67 may be assessed by the Legislature of the County of Nassau against the parcel known as 29 Ninth Street, Hicksville, New York 11801, also known as Section 46, Block 287, Lot 33 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

054

Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: August 28, 2023


SUBJECT: Property Cleanup Assessment
29 Ninth Street, Hicksville, New York 11801
Section 46, Block 287, Lot 33


By the emergency powers granted to the Department of Planning and Development, the Highway Department secured the premises located at 29 Ninth Street, Hicksville, New York 11801, also known as Section 46, Block 287, Lot 33 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated July 3, 2023, advised that the property was secured by a crew from the Highway Department on June 29, 2023. The cost incurred by the Town of Oyster Bay was \$2,054.67.

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

Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA
TOWN ATTORNEY


Ralph P. Healey
Deputy Town Attorney



RPH:aml
Attachments

2023-9154

Margaret Lippolt

From: Michael Esposito
Sent: Thursday, June 29, 2023 9:13 AM
To: Matthew Fernando; Suzanne Collette; Margaret Lippolt
Subject: FW: 29 9th St., Hicksville 46-287-33 Board up

From: Daniel Kornfeld
Sent: Thursday, June 29, 2023 9:12:32 AM (UTC-05:00) Eastern Time (US & Canada)
To: Margaret Lippolt; Richard Lenz; John Bishop; Peter Brown; John Tassone
Cc: Hal Mayer; Timothy R. Zike; Michael Esposito; Scott Byrne; Anthony Ciervo
Subject: RE: 29 9th St., Hicksville 46-287-33 Board up

We have crew going there to secure all doors and windows.

From: Margaret Lippolt <mlippolt@oysterbay-ny.gov>
Sent: Thursday, June 29, 2023 8:56 AM
To: Richard Lenz <rlenz@oysterbay-ny.gov>; John Bishop <jbishop@oysterbay-ny.gov>; Daniel Kornfeld <dkornfeld@oysterbay-ny.gov>; Peter Brown <pbrown@oysterbay-ny.gov>
Cc: Hal Mayer <hmayer@oysterbay-ny.gov>; Timothy R. Zike <tzike@oysterbay-ny.gov>; Michael Esposito <mesposito@oysterbay-ny.gov>; Scott Byrne <sbyrne@oysterbay-ny.gov>; Anthony Ciervo <aciervo@oysterbay-ny.gov>
Subject: 29 9th St., Hicksville 46-287-33 Board up
Importance: High

Good Morning,

As per your discussion with Michael Esposito, please board-up dwelling at 29 9th St. Hicksville.

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



No Deed

Ken Bishop

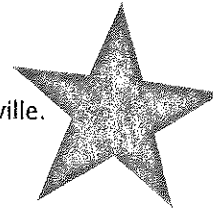
From: Margaret Lippolt
Sent: Thursday, June 29, 2023 9:07 AM
To: Ken Bishop
Cc: Michael Esposito
Subject: FW: 29 9th St., Hicksville 46-287-33 Board up

Importance: High

From: Margaret Lippolt
Sent: Thursday, June 29, 2023 8:56 AM
To: Richard Lenz <rrenz@oysterbay-ny.gov>; John Bishop <jbishop@oysterbay-ny.gov>; Daniel Kornfeld <dkornfeld@oysterbay-ny.gov>; Peter Brown <pbrown@oysterbay-ny.gov>
Cc: Hal Mayer <hmayer@oysterbay-ny.gov>; Timothy R. Zike <tzike@oysterbay-ny.gov>; Michael Esposito <mesposito@oysterbay-ny.gov>; Scott Byrne <sbyrne@oysterbay-ny.gov>; Anthony Ciervo <aciervo@oysterbay-ny.gov>
Subject: 29 9th St., Hicksville 46-287-33 Board up
Importance: High

Good Morning,
As per your discussion with Michael Esposito, please board-up dwelling at 29 9th St. Hicksville.

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



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: JULY 12, 2023

SUBJECT: 29 9TH STREET, HICKSVILLE, NEW YORK 11801
SECTION 46, BLOCK 287, LOT(S) 33

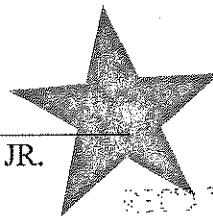
The above referenced property was boarded-up by the Town of Oyster Bay, following the procedures of Chapter 135 (Housing Standards), Article VI (Residential Property Maintenance) of the Code of the Town of Oyster Bay. According to Chapter 135, Section 54 (Compliance with Notice; Assessment of Costs)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

- 1) T.O.B. Highway Department Board-Up Costs: \$ 2,054.67

It is respectfully requested that your Office take the necessary steps in order to obtain an approval for an assessment of \$ 2,054.67 to be added to the subject property tax bill in order to be reimbursed for the Town's work to board-up the subject property.

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


HAROLD B. MAYER JR.
COMMISSIONER



RECORDED & INDEXED
JUL 13 2023

ME:ml
Encls.

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

July 3, 2023

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

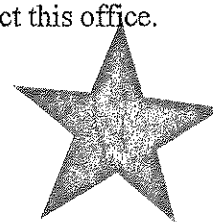
FROM: JOHN C. TASSONE, CHIEF DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

SUBJECT: 29 NINTH 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 \$2,054.67.

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 (46-287-33) 29 NINTH ST HICKSVILLE 11801

Date Jun 29, 2023

Work Order # 106474

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
SCOTT PFEIFER	General Maintenance	02:00	\$63.70	00:00	0	\$127.40
PAUL GEDULIG, JR.	General Maintenance	02:00	\$42.55	00:00	0	\$85.10
ANDREW HOUGHTON	General Maintenance	02:00	\$31.73	00:00	0	\$63.46
JOHN KOZIKOWSKI	General Maintenance	02:00	\$40.63	00:00	0	\$81.26
JOHN MURRAY	General Maintenance	02:00	\$24.52	00:00	0	\$49.04
Total Labor						\$406.26

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
BR109	2006 CHEVY TRAILBLAZER GRAY	\$79.00	02:00	\$158.00
PU413	PICK UP 2011 FORD F250 YELLO (14 / 027)	\$79.00	02:00	\$158.00
PU440	PICK UP 2012 FORD F250 TAN (40 / 040)	\$79.00	02:00	\$158.00
TU052	TRUCK UTILITY 2012 FORD F-350 YW (RR911)	\$79.00	02:00	\$158.00
Total Equipment				\$632.00


Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Hasps	\$7.24	2	\$14.48
Locks	\$12.39	2	\$24.78
Plywood 4'X8'X1/2"	\$20.65	11	\$227.15
Total Materials			\$1016.41

Grand Total \$2054.67

Description of Work:

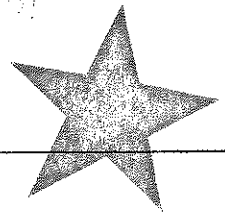
BOARD UP 29 9TH STREET HICKSVILLE

Signature: 

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Jun 30, 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 June 9, 2023, authorized the Highway Department to clean up the premises located at 6 Hyman Drive, Farmingdale, New York 11735, also known as Section 49, Block 277, Lot 25 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 August 28, 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 June 30, 2023, in the total amount of \$1,410.43, 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 August 28, 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 \$1,410.43 may be assessed by the Legislature of the County of Nassau against the parcel known as 6 Hyman Drive, Farmingdale, New York 11735, also known as Section 49, Block 277, Lot 25 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

7/24

Ralph P. Healey

055

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: August 28, 2023


SUBJECT: Property Cleanup Assessment
6 Hyman Drive, Farmingdale, New York 11735
Section 49, Block 277, Lot 25

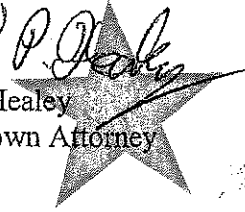
The Department of Planning and Development, by memorandum dated June 9, 2023, directed the Highway Department to clean the premises located at 6 Hyman Drive, Farmingdale, New York 11735, also known as Section 49, Block 277, Lot 25 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated July 6, 2023, advised that the property was cleaned by a crew from the Highway Department on June 30, 2023. The cost incurred by the Town of Oyster Bay was \$1,410.43.

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

2023-9152

TOWN OF OYSTER BAY

Inter-Departmental Memo

June 09, 2023

To: RICHARD W. LENZ, PE: COMMISSIONER/DPW
From: HAROLD B. MAYER, JR: COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 6 HYMAN DRIVE, FARMINGDALE NEW YORK 11735
SBL: 49-277-25

Notice of Violation number V253-2362104443 was issued to the owner of the above-referenced premises on 06/02/2023 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. ZIDKE
DEPUTY COMMISSIONER

SCOTT L. BYRNE
DEPUTY COMMISSIONER

June 09, 2023

Francis Demasi
7 Gary Street
Lindenhurst, N.Y. 11757

RE: 6 HYMAN DRIVE, FARMINGDALE, NEW YORK 11735
SECTION 49 BLOCK 277 LOT 25
DIRECTIVE TO MAINTAIN RESIDENTIAL PROPERTY

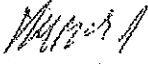
Francis Demasi,

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 V253-2362104443, dated 06/02/2023, 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

cc: Office of the Town Attorney
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: JULY 10, 2023

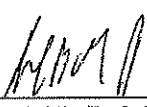
SUBJECT: 6 HYMAN DRIVE, FARMINGDALE, NEW YORK 11735
SECTION 49, BLOCK 277, LOT(S) 25

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:

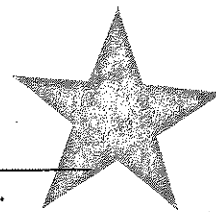
1) T.O.B. Highway Department Clean-Up Costs: \$ 1,410.43

It is respectfully requested that your Office take the necessary steps in order to obtain an approval for an assessment of \$1,410.43 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.

7-10-23
1976 - 2023

Prepared By:
Joseph G. DeMasi
6 Hyman Drive
Farmingdale, New York 11735

After recording return to:
Francis DeMasi
7 Gary Street
Lindenhurst, New York 11757

TAX PARCEL ID: 49/277/25

QUIT CLAIM DEED

This indenture, made the 15th day of May, 2018, between the grantor, party of the first part, Joseph G. Demasi, ("Grantor"), a single man, whose address is 6 Hyman Drive, Farmingdale, New York 11735, and the grantee, party of the second part, Francis Demasi ("Grantee"), a single man, whose address is 7 Gary Street, Lindenhurst, New York 11757;

WITNESSETH, that the party of the first part, that for good and valuable consideration, in the amount of \$10.00, the party of the first part, hereby REMISE, RELEASE AND QUITCLAIM unto the party of the second part, and heirs and assigns forever, the following real property located at 6 Hyman Drive, being in the Township of Farmingdale, located in the County of Nassau and State of New York and zip code of 11735, to wit:

Property having Lot No. 25, with the Section No. 49, and block No. 277, and property beginning at Address: 6 Hyman drive, Farmingdale, New York residential liber/page (deed#) 11105 0711. Land title; one family year-round residence, property class code 210.01. Land description: being the same property conveyed by Deed from Virginia DeMasi Asset Company to Joseph G. DeMasi recorded September 17, 1999 in Deed book, Page 0711-0715 in the Nassau County Clerk records. 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, and the heirs and assigns of the party of the second part forever.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed on the date first above written.



Grantor's signature

Print Name; Joseph G. DeMasi

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

July 6, 2023

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

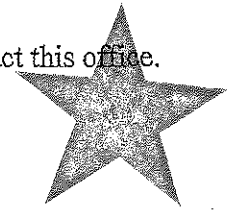
FROM: JOHN C. TASSONE, CHIEF DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS


SUBJECT: 6 HYMAN DRIVE, FARMINGDALE
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 \$1,410.43.

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 (49-277-25) 6 HYMAN DR FARMINGDALE 11735

Date Jun 30, 2023

Work Order # 106023

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
PATRICK PETERS	General Maintenance	01:00	\$36.78	00:00	0	\$36.78
MICHAEL MCGEEVER	General Maintenance	01:00	\$33.89	00:00	0	\$33.89
LOUIS CICCOLELLA	General Maintenance	01:00	\$25.24	00:00	0	\$25.24
SCOTT KELLY	General Maintenance	01:00	\$15.00	00:00	0	\$15.00
DANIEL MCQUAID	General Maintenance	01:00	\$24.52	00:00	0	\$24.52
Total Labor						\$135.43

Tools/Vehicle


Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU500	2023 FORD F-250 YW	\$79.00	01:00	\$79.00
TD682	TRUCK DUMP 2010 FORD F-350 YW (T-205) - Power Wagons	\$105.00	01:00	\$105.00
TD728	POWER WAGON 2015 T-245	\$105.00	01:00	\$105.00
TD748	2019 INT 7300 6 WHEELER YW	\$131.00	01:00	\$131.00
TR213	2019 INTEG ITI TRAILER YW	\$105.00	01:00	\$105.00
Total Equipment				\$525.00

Materials

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

Grand Total \$1410.43

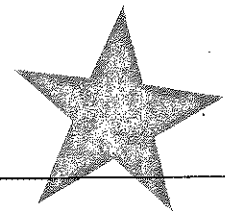
Description of Work:
CLEAN UP 6 HYMAN DRIVE FM

Signature: 

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Jul 5, 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 June 21, 2023, authorized the Highway Department to clean up the premises located at 3 Crescent Street, Hicksville, New York 11801, also known as Section 12, Block 168, Lot 30 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, by memorandum dated August 28, 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 June 29, 2023, in the total amount of \$1,804.41, 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 August 28, 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 \$1,804.41 may be assessed by the Legislature of the County of Nassau against the parcel known as 3 Crescent Street, Hicksville, New York 11801, also known as Section 12, Block 168, Lot 30 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

656

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: August 28, 2023


SUBJECT: Property Cleanup Assessment
3 Crescent Street, Hicksville, New York 11801
Section 12, Block 168, Lot 30

The Department of Planning and Development, by memorandum dated June 21, 2023, directed the Highway Department to clean the premises located at 3 Crescent Street, Hicksville, New York 11801, also known as Section 12, Block 168, Lot 30 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated July 3, 2023, advised that the property was cleaned by a crew from the Highway Department on June 29, 2023. The cost incurred by the Town of Oyster Bay was \$1,804.41.

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

2023-9148

TOWN OF OYSTER BAY

Inter-Departmental Memo

June 21, 2023

To: RICHARD W. LENZ, PE: COMMISSIONER/DPW
From: HAROLD B. MAYER, JR: COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 3 CRESCENT STREET, HICKSVILLE, NEW YORK 11801
SBL: 12-168-30

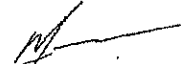
Notice of Violation number V252-23615114806 was issued to the owner of the above-referenced premises on 06/15/2023 for property non-maintenance, in violation of Chapter 135, Section 52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

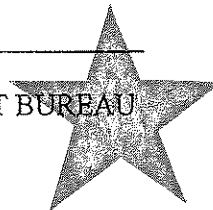
In accordance with the provisions of Chapter 135, Section 54, I am directing that:

- Lawn and vegetation to be cut on the subject property.
- Trim all bushes and shrubs that are obstructing entrances/exits of residence.

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

June 21, 2023

Avtar Singh
3 Crescent Street
Hicksville, N.Y. 11801

RE: 3 CRESCENT STREET, HICKSVILLE, NEW YORK 11801
SECTION 12 BLOCK 168 LOT 30
DIRECTIVE TO MAINTAIN RESIDENTIAL PROPERTY

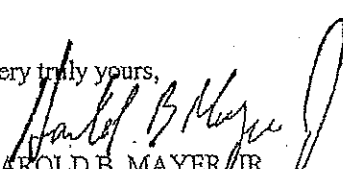
Avtar Singh,

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 V252-23615114806, dated 06/15/2023, 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 and trimming of any bushes and shrubs that are obstructing entrances/exits of residence. 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
Office of Town Attorney
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: JULY 10, 2023

SUBJECT: 3 CRESCENT STREET, HICKSVILLE, NEW YORK 11801
SECTION 12, BLOCK 168, LOT(S) 30

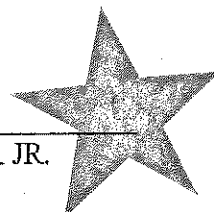
The above referenced property was cleaned-up by the Town of Oyster Bay, following the procedures of Chapter 135 (Housing Standards), Article VI (Residential Property Maintenance) of the Code of the Town of Oyster Bay. According to Chapter 135, Section 54 (Compliance with Notice; Assessment of Costs)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

1) T.O.B. Highway Department Clean-Up Costs: \$ 1,804.41

It is respectfully requested that your Office take the necessary steps in order to obtain an approval for an assessment of \$1,804.41 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 DEED

Made this 5th day of July, 2023

BETWEEN Malachy Lyons, Jr., Esq., Referee, having offices at 1440 ACKERSON BOULEVARD, BAY SHORE, NY 11706, duly appointed in the action hereinafter mentioned, Grantor

AND

U.S. BANK TRUST NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE FOR RCF 2 ACQUISITION TRUST, having an address, c/o Selena Finance LP, 3501 Olympus Boulevard, 5th Floor, Suite 500, Dallas, TX 75019

WITNESSETH, that the Grantor, the Referee appointed in an action between

CITIBANK, N.A., NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS TRUSTEE OF NRZ PASS-THROUGH TRUST VI,

Plaintiff,

and

AVTAR SINGH; AJVM PETRO INC.; WESTERN UNION FINANCIAL SERVICES, INC.; AMERICAN EAGLE HOME LLC; MEHUL PATEL; ANTHONY CARTER; JOHN DOE (NAME REFUSED) #2-5; ET AL.,

Defendants;

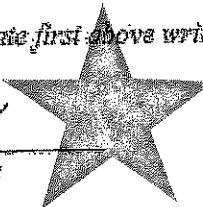
foreclosing a mortgage recorded on August 30, 2005 in the offices of the County Clerk/City Register of the County of NASSAU in Liber 29319 of Mortgages at Page 98 of Mortgages, in pursuance of a Judgment entered at an L.A.S Term Part 15 of the Supreme Court of the State of New York held in and for the County of NASSAU on April 3, 2018 and in consideration of One Thousand and 00/100 (\$1,000.00) DOLLARS paid by the Grantee, being the highest sum bid at the sale under said Judgment does hereby grant and convey unto the Grantee, all the right, title and interest of the defendants AVTAR SINGH; AJVM PETRO INC.; WESTERN UNION FINANCIAL SERVICES, INC.; AMERICAN EAGLE HOME LLC; MEHUL PATEL; ANTHONY CARTER; JOHN DOE (NAME REFUSED) #2-5; ET AL., in and to 3 CRESCENT STREET, HICKSVILLE, NY 11801 as more particularly described in the attached Schedule "A".
**Section 12 Block 168 Lot 30

TO HAVE AND TO HOLD the premises herein granted unto the Grantee its successors and assigns forever.

Whenever the text hereof requires, the singular number is used herein shall include the plural and all genders.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, the date first above written.


Malachy Lyons, Jr., Esq., Referee



Post Sale Package/2136-000522-FC/AVTAR SINGH

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

July 3, 2023

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

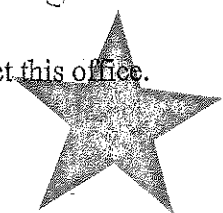
FROM: JOHN C. TASSONE, CHIEF DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS


SUBJECT: 3 CRESCENT 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 \$1,804.41.

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 (12-168-30) 3 CRESCENT ST HICKSVILLE 11801

Date Jun 29, 2023

Work Order # 106308

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
GARY LEWIS, II	General Maintenance	01:30	\$38.46	00:00	0	\$57.69
JAMES ROMANO	General Maintenance	01:30	\$31.73	00:00	0	\$47.60
BRIAN KWAS	General Maintenance	01:30	\$28.85	00:00	0	\$43.28
RICHARD SANDIFORD II	General Maintenance	01:30	\$33.89	00:00	0	\$50.84
JEFFREY MOODY, JR.	General Maintenance	01:30	\$20.00	00:00	0	\$30.00
KEVIN C KENNEY	General Maintenance	01:30	\$15.00	00:00	0	\$22.50
Total Labor						\$251.91

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
SW191	2018 ELGEN P. SWEEPER	\$115.00	01:30	\$172.50
TD653	PICK-UP TRUCK 2009 FORD F-250 YW (61 / 061)	\$79.00	01:30	\$118.50
TD736	TRUCK DUMP 2016 DODGE RAM 3500 - POWER WAGON (T105)	\$105.00	01:30	\$157.50
TD752	2019 FORD F450 POWER WAGON	\$105.00	01:30	\$157.50
TD777	2023 INT 6 WHEELER YW	\$131.00	01:30	\$196.50
Total Equipment				\$802.50

Materials

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

Grand Total \$1804.41

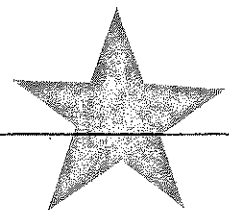
Description of Work:
CLEAN UP 3 CRESCENT STREET HV

Signature: Peter Brown

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Jun 30, 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 June 22, 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 August 28, 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 June 28, 2023, in the total amount of \$888.20, 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 August 28, 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 \$888.20 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.

- # -

glad
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

20

Town of Oyster Bay
Inter-Departmental Memo

657

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: August 28, 2023

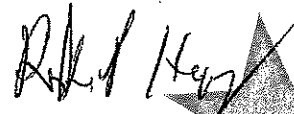
SUBJECT: Property Cleanup Assessment
10 High Farms Road, Glen Head, New York 11545
Section 22, Block C, Lot 212

The Department of Planning and Development, by memorandum dated June 22, 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 July 3, 2023, advised that the property was cleaned by a crew from the Highway Department on June 28, 2023. The cost incurred by the Town of Oyster Bay was \$888.20.

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

2023-9149

TOWN OF OYSTER BAY

Inter-Departmental Memo

June 22, 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 09021 was issued to the owner of the above-referenced premises on 06/12/2023 for property non-maintenance, in violation of Chapter 135, Section 52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

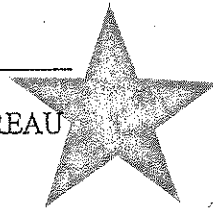
In accordance with the provisions of Chapter 135, Section 54, I am directing that:

- 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

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

June 22, 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

Paul Beeber Esq.,

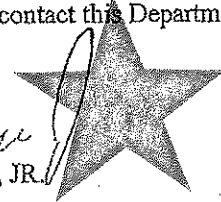
Pursuant to Chapter 135 (Housing Standards), Section 53 (Notice of Violation) of the Code of the Town of Oyster Bay, please be advised that this Department has conducted an inspection of the above referenced property and issued Notice of Violation, Number 09021, dated 06/12/2023, which gave you five (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

cc: 10 High Farms Rd., Glen Head, NY 11545



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

June 22, 2023

Estate of Frances Parris
10 High Farms Road
Glen Head, N.Y. 11545

RE: 10 HIGH FARMS ROAD, GLEN HEAD, NEW YORK 11545
SECTION 22 BLOCK C LOT 212

DIRECTIVE TO MAINTAIN RESIDENTIAL PROPERTY

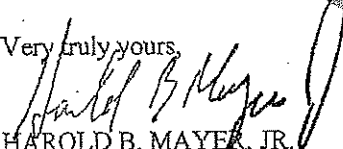
Paul Beeper Esq.,

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 09021, dated 06/12/2023, 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

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: JULY 10, 2023

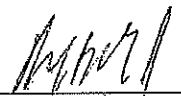
SUBJECT: 10 HIGH FARMS ROAD, GLEN HEAD, NEW YORK 11545
SECTION 22, BLOCK C, LOT(S) 212

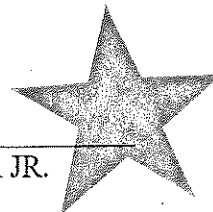
The above referenced property was cleaned-up by the Town of Oyster Bay, following the procedures of Chapter 135 (Housing Standards), Article VI (Residential Property Maintenance) of the Code of the Town of Oyster Bay. According to Chapter 135, Section 54 (Compliance with Notice; Assessment of Costs) 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: \$ 888.20

It is respectfully requested that your Office take the necessary steps in order to obtain an approval for an assessment of \$888.20 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.

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

July 3, 2023

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

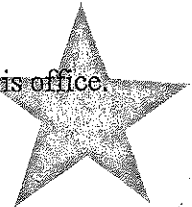
FROM: JOHN C. TASSONE, CHIEF DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

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 \$888.20.

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



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (22-C-212) 10 HIGH FARMS RD

Date Jun 28, 2023

Work Order # 106309

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
SCOTT DADE	General Maintenance	00:30	\$52.88	00:00	0	\$26.44
JACOB T JOHNSON	General Maintenance	00:30	\$15.00	00:00	0	\$7.50
LUKE F WHITTING	General Maintenance	00:30	\$24.52	00:00	0	\$12.26
Total Labor						\$46.20

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU455	2019 FORD F350 YW	\$79.00	00:30	\$39.50
TD715	TRUCK DUMP 2012 FORD F-350 YW (T-115)- Power Wagons	\$105.00	00:30	\$52.50
Total Equipment				\$92.00


Materials

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

Grand Total \$888.20

Description of Work:

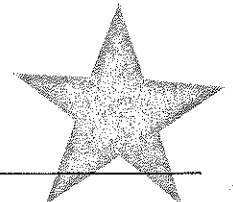
CLEAN UP 10 HIGH FARMS ROAD GH

Signature: 

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Jun 30, 2023



REVIEWED BY
OFFICE OF TOWN ATTORNEY

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 June 13, 2023, authorized the Highway Department to clean up the premises located at 41 Nancy Place, Massapequa, New York 11758, also known as Section 53, Block 211, Lot 48 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 August 28, 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 June 30, 2023, in the total amount of \$1,434.44, 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 August 28, 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 \$1,434.44 may be assessed by the Legislature of the County of Nassau against the parcel known as 41 Nancy Place, Massapequa, New York 11758, also known as Section 53, Block 211, Lot 48 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

658

Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: August 28, 2023

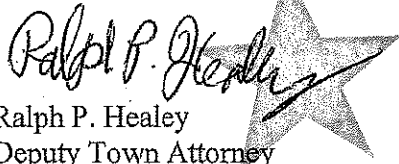
SUBJECT: Property Cleanup Assessment
41 Nancy Place, Massapequa, New York 11758
Section 53, Block 211, Lot 48

The Department of Planning and Development, by memorandum dated June 13, 2023, directed the Highway Department to clean the premises located at 41 Nancy Place, Massapequa, New York 11758, also known as Section 53, Block 211, Lot 48 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated July 6, 2023, advised that the property was cleaned by a crew from the Highway Department on June 30, 2023. The cost incurred by the Town of Oyster Bay was \$1,434.44.

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

2023-9153

TOWN OF OYSTER BAY

Inter-Departmental Memo

June 13, 2023

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

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

**Subject: 41 NANCY PLACE, MASSAPEQUA, NEW YORK 11758
SBL: 53-211-48**

Notice of Violation number V340-2365112604 was issued to the owner of the above-referenced premises on 06/05/2023 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.

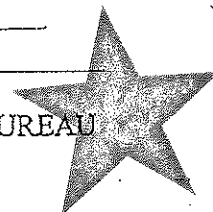
In accordance with the provisions of Chapter 135, Section 54, I am directing that:

- Lawn and vegetation to be cut on the subject property in backyard.
- Remove garbage and debris.

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

June 13, 2023

C5 Investors LLC
130-06 150th Street
Jamaica, New York 11436

RE: 41 NANCY PLACE, MASSAPEQUA, NEW YORK 11758
SECTION 53 BLOCK 211 LOT 48
DIRECTIVE TO MAINTAIN RESIDENTIAL PROPERTY

C5 Investors 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 V340-2365112604, dated 06/05/2023, 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 maintenance of lawn and vegetation to be under 8 inches in height in back yard and remove garbage and debris. 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

MB:sf
cc: Office of the Town Attorney
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: JULY 10, 2023

SUBJECT: 41 NANCY PLACE, MASSAPEQUA, NEW YORK 11758
SECTION 53, BLOCK 211, LOT(S) 48

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:

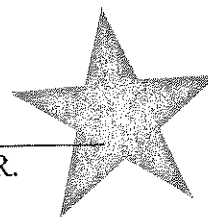
1) T.O.B. Highway Department Clean-Up Costs: \$ 1,434.44

It is respectfully requested that your Office take the necessary steps in order to obtain an approval for an assessment of \$1,434.44 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



RECEIVED
JUL 12 2023

ME:ml
Encls.

THIS INDENTURE, made the 22nd day of September, in the year 2022

BETWEEN

NORTHEAST FIX AND FLIP CORPORATION, with an address at 41 Nancy Place, Massapequa, New York 11758

party of the first part, and

NORTHEAST FIX AND FLIP CORPORATION, with an address at 41 Nancy Place, Massapequa, New York 11758, as to a 50% tenant in common interest, and CSINVESTORS LLC, with an address at 130-06 150th Street, Jamaica, New York 11435, as to a 50% tenant in common interest

party of the second part,

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

TEN and 00/100 (\$10.00) dollars

paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

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

FOR FULL LEGAL DESCRIPTION SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF.

FOR INFORMATION ONLY:

SAID PREMISES being known as 41 Nancy Place, Massapequa, New York 11758

Sec 53 : Blk 211 : Lot 48

BEING and intended to be the same premises conveyed to the Party of the First Part herein by deed dated 11/9/2021 and recorded on 12/8/2021 in the Office of the Clerk of Nassau County in Liber 14172 at Page 931.

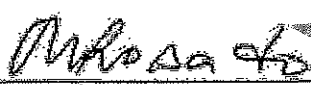
TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises;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


NORTHEAST FIX AND FLIP CORPORATION
By: Maria Rosado

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

July 6, 2023

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

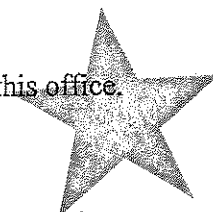
FROM: JOHN C. TASSONE, CHIEF DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

SUBJECT: 41 NANCY PLACE, MASSAPEQUA
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 \$1,434.44.

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 (53-211-48) 41 NANCY PL MASSAPEQUA 11758

Date Jun 30, 2023

Work Order # 106085

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
PATRICK PETERS	General Maintenance	01:00	\$36.78	00:00	0	\$36.78
MICHAEL MCGEEVER	General Maintenance	01:00	\$33.89	00:00	0	\$33.89
LOUIS CICCOLELLA	General Maintenance	01:00	\$25.24	00:00	0	\$25.24
SCOTT KELLY	General Maintenance	01:00	\$15.00	00:00	0	\$15.00
DANIEL MCQUAID	General Maintenance	01:00	\$24.52	00:00	0	\$24.52
Total Labor						\$135.43

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU500	2023 FORD F-250 YW	\$79.00	01:00	\$79.00
TD682	TRUCK DUMP 2010 FORD F-350 YW (T-205) - Power Wagons	\$105.00	01:00	\$105.00
TD728	POWER WAGON 2015 T-245	\$105.00	01:00	\$105.00
TD748	2019 INT 7300 6 WHEELER YW	\$131.00	01:00	\$131.00
TR213	2019 INTEG ITI TRAILER YW	\$105.00	01:00	\$105.00
Total Equipment				\$525.00

Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Tipping Fee (per ton)	\$88.92	0.27	\$24.01
Total Materials			\$774.01

Grand Total \$1434.44

Description of Work:

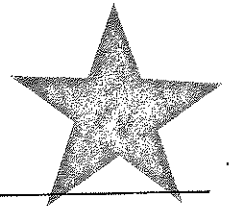
CLEAN UP 41 NANCY PLACE MS

Signature: Peter Brown

Name: peter brown

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Jul 5, 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 June 21, 2023, authorized the Highway Department to clean up the premises located at 72 Eighth Street, Hicksville, New York 11801, also known as Section 46, Block 287, Lots 808 to 812 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 August 28, 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 June 29, 2023, in the total amount of \$1,206.93, 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 August 28, 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 \$1,206.93 may be assessed by the Legislature of the County of Nassau against the parcel known as 72 Eighth Street, Hicksville, New York 11801, also known as Section 46, Block 287, Lots 808 to 812 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

REVIEWED BY
OFFICE OF TOWN ATTORNEY

The foregoing resolution was declared adopted after a 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

659

Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: August 28, 2023

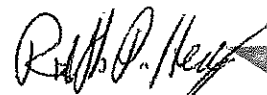
SUBJECT: Property Cleanup Assessment
72 Eighth Street, Hicksville, New York 11801
Section 46, Block 287, Lots 808 to 812

The Department of Planning and Development, by memorandum dated June 21, 2023, directed the Highway Department to clean the premises located at 72 Eighth Street, Hicksville, New York 11801, also known as Section 46, Block 287, Lots 808 to 812 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated July 5, 2023, advised that the property was cleaned by a crew from the Highway Department on June 29, 2023. The cost incurred by the Town of Oyster Bay was \$1,206.93.

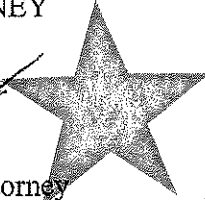
Pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, which allows the Town to be reimbursed for the cost of the work performed, the Highway Department has requested that the cost of said work be referred to the County of Nassau for placement on the Nassau County Tax Assessment Rolls.

Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA
TOWN ATTORNEY



Ralph P. Healey
Deputy Town Attorney



RPB:aml
Attachments

2023-9150

TOWN OF OYSTER BAY

Inter-Departmental Memo

June 21, 2023

To: RICHARD W. LENZ, PE: COMMISSIONER/DPW
From: HAROLD B. MAYER, JR: COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 72 8TH STREET, HICKSVILLE, NEW YORK 11801
SBL: 46-287-808 to 812

Notice of Violation number 09022 was issued to the owner of the above-referenced premises on 06/12/2023 for property non-maintenance, in violation of Chapter 135, Section 52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

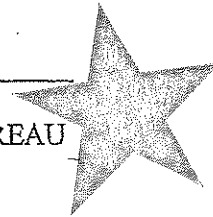
In accordance with the provisions of Chapter 135, Section 54, I am directing that:

- 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

June 21, 2023

Glenn Putlock
72 8th Street
Hicksville, N.Y. 11801

RE: 72 8TH STREET, HICKSVILLE, NEW YORK 11801
SECTION 46 BLOCK 287 LOT 808
DIRECTIVE TO MAINTAIN RESIDENTIAL PROPERTY

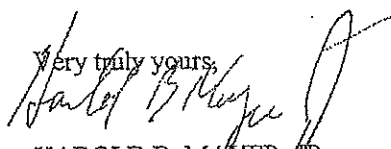
Glenn Putlock,

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 09022, dated 06/12/2023, 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
Office of Town Attorney
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: JULY 10, 2023

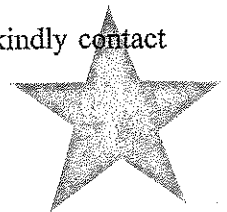
SUBJECT: 72 EIGHTH STREET, HICKSVILLE, NEW YORK 11801
SECTION 46, BLOCK 287, LOT(S) 808

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: \$ 1,206.93

It is respectfully requested that your Office take the necessary steps in order to obtain an approval for an assessment of \$1,206.93 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.

EXECUTOR'S DEED (INDIVIDUAL OR CORPORATION)

FORM 8005 (short version), FORM 8010 (long version)

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

NO CONSIDERATION

THIS INDENTURE, made the 28th day of August, 2006, between ALFRED PUTLOCK, as Executor of the Estate of EDWARD M. PUTLOCK, late of 72 Eighth Street, Hicksville, New York 11801 who died on the 30th day of March, 2006, party of the first part, and GLENN R. PUTLOCK of 72 Eighth Street, Hicksville, New York 11801, party of the second part;

WITNESSETH, that the party of the first part, to whom Letters Testamentary were issued by the Surrogate's Court, Nassau County, New York on June 16, 2006, and by virtue of the power and authority given in and by the Last Will and Testament, and/or by Article 11 of the Estates, Powers and Trusts Law, and in consideration of 10.00 dollars, 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 distributees or successors and assigns of the party of the second part forever;

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at Hicksville, Town of Oyster Bay, County of Nassau and State of New York, known and designated as and by the lot Numbers 808, 809, 810, 811 and 812 on a certain map entitled "Map of Property at Hicksville, situate at Hicksville, Town of Oyster Bay, Nassau County, L.I., William Ellison, C.E. & S., March 1907," and filed in the Office of the Clerk of the County of Nassau on June 6, 1919 as Map Number 39, Case Number 287 which said lots when taken together are more particularly bounded and described as follows:

SEC

46 BEGINNING at the corner formed by the intersection of the southerly side of Eighth Street with the Easterly side of Fifth Avenue, RUNNING THENCE easterly along the southerly side of Eighth Street on a line forming an

BLK interior angle of 93 degrees 53 minutes with the easterly side of Fifth Avenue,

287 117.00 feet; RUNNING THENCE southerly on a line forming an interior angle of 86 degrees 07 minutes with the southerly side of Eighth Street, 104.50 feet; RUNNING THENCE westerly on a line forming an interior

LOTS angle of 86 degrees 07 minutes with the easterly side of Fifth Avenue, 117.00 feet to the easterly side of Fifth Avenue, 104.50 feet to the corner, the point or place of BEGINNING.

0808-

0812

SAID PREMISES known as and by 72 Eighth Street, Hicksville, New York 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 also all the estate which the said decedent had at the time of decedent's death in said premises, and also the estate therein, which the party of the first part has or has power to convey or dispose of, whether individually, or by virtue of said will or otherwise;

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 costs 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:

ESTATE OF EDWARD M. PUTLOCK

Handwritten signature of Alfred Putlock

Handwritten signature of Alfred Putlock
ALFRED PUTLOCK, EXECUTOR

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

July 5, 2023

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

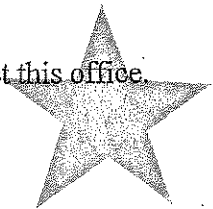
FROM: JOHN C. TASSONE, CHIEF DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

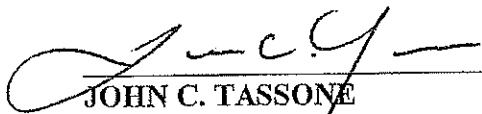
SUBJECT: 72 EIGHTH STREET, HICKSVILLE
CLEAN-UP

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 \$1,206.93.

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 (46-287-808) 72 EIGHTH ST HICKSVILLE 11801

Date Jun 29, 2023

Work Order # 106307

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
GARY LEWIS, II	General Maintenance	01:00	\$38.46	00:00	0	\$38.46
JAMES ROMANO	General Maintenance	01:00	\$31.73	00:00	0	\$31.73
BRIAN KWAS	General Maintenance	01:00	\$28.85	00:00	0	\$28.85
RICHARD SANDIFORD II	General Maintenance	01:00	\$33.89	00:00	0	\$33.89
JEFFREY MOODY, JR.	General Maintenance	01:00	\$20.00	00:00	0	\$20.00
KEVIN C KENNEY	General Maintenance	01:00	\$15.00	00:00	0	\$15.00
Total Labor						\$167.93

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
TD653	PICK-UP TRUCK 2009 FORD F-250 YW (61 / 061)	\$79.00	01:00	\$79.00
TD736	TRUCK DUMP 2016 DODGE RAM 3500 - POWER WAGON (T105)	\$105.00	01:00	\$105.00
TD752	2019 FORD F450 POWER WAGON	\$105.00	01:00	\$105.00
Total Equipment				\$289.00

Materials

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

Grand Total \$1206.93

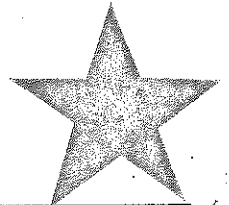
Description of Work:
CLEAN UP 72 8TH STREET HV

Signature: Peter Brown

Name: peter brown

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Jun 30, 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 June 23, 2023, authorized the Highway Department to clean up the premises located at 198 North Second Street, Bethpage, New York 11714, also known as Section 46, Block 45, Lots 11, 12 and 53 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 August 28, 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 June 29, 2023, in the total amount of \$1,452.93, 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 August 28, 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 \$1,452.93 may be assessed by the Legislature of the County of Nassau against the parcel known as 198 North Second Street, Bethpage, New York 11714, also known as Section 46, Block 45, Lots 11, 12 and 53 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

660

Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: August 28, 2023

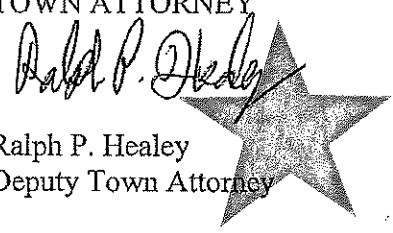
SUBJECT: Property Cleanup Assessment
198 North Second Street, Bethpage, New York 11714
Section 46, Block 45, Lots 11, 12, and 53

The Department of Planning and Development, by memorandum dated June 23, 2023, directed the Highway Department to clean the premises located at 198 North Second Street, Bethpage, New York 11714, also known as Section 46, Block 45, Lots 11, 12 and 53 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated July 3, 2023, advised that the property was cleaned by a crew from the Highway Department on June 29, 2023. The cost incurred by the Town of Oyster Bay was \$1,452.93.

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

2023-9151

TOWN OF OYSTER BAY

Inter-Departmental Memo

June 23, 2023

To: RICHARD W. LENZ, PE: COMMISSIONER/DPW
From: HAROLD B. MAYER, JR: COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 198 NORTH 2ND STREET, BETHPAGE, NEW YORK 11714
SBL: 46-45-11, 12 & 53

Notice of Violation number V256-23519100441 was issued to the owner of the above-referenced premises on 05/19/2023 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.

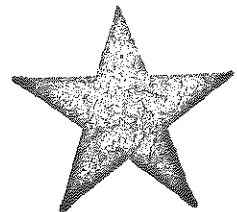
In accordance with the provisions of Chapter 135, Section 54, I am directing that:

- **Lawn and vegetation to be cut on the subject property.**
- **Trim bushes at corner of Thomas Ave./N. 2nd St which are overgrown and encroaching onto sidewalk path.**

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. ZIJE
DEPUTY COMMISSIONER

SCOTT L. BYRNE
DEPUTY COMMISSIONER

June 23, 2023

Karla Pozo
114 Park Avenue
Freeport, N.Y. 11520

RE: 198 NORTH 2ND STREET, BETHPAGE, NEW YORK 11714
SECTION 46 BLOCK 45 LOT 11
DIRECTIVE TO MAINTAIN RESIDENTIAL PROPERTY

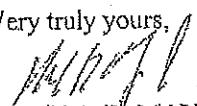
Karla Pozo,

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 V256-23519100441, dated 05/19/2023, 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 maintenance of lawn and vegetation to be under 8 inches in height and trimming bushes at corner of Thomas Ave./N. 2nd St which are overgrown and encroaching onto sidewalk. 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
Enclosure

2023-9151

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: JULY 10, 2023

SUBJECT: 198 N. SECOND STREET, BETHPAGE, NEW YORK 11714
SECTION 46, BLOCK 45, LOT(S) 11

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:

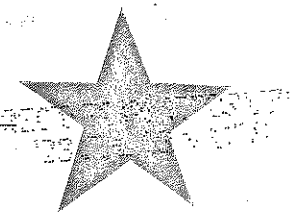
- 1) T.O.B. Highway Department Clean-Up Costs: \$ 1,452.93

It is respectfully requested that your Office take the necessary steps in order to obtain an approval for an assessment of \$1,452.93 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 10 day of November, in the year two thousand five
BETWEEN

PATRICIA O'KEEFE, residing at 163 Harris Avenue, Bethpage, NY 11714

party of the first part, and

KARLA POZO, residing at 440 West Merrick Road, Freeport, NY 11520

party of the second part,

WITNESSETH, that the party of the first part, in consideration of ten dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever, ALL that certain plot, piece or parcel of land, with the building and improvements thereon erected, situate, lying and being

SEE DESCRIPTION ATTACHED HERETO

SECTION

46

BLOCK

45

LOT

Said premises being commonly known as: 198 N. 2nd Street, Bethpage, NY 11714

BEING AND INTENDED TO BE the same premises conveyed to the party of the first part by Deed dated 10/26/98 and recorded in the Office of the Clerk of the County of Nassau in Liber 10966, Page 698

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.

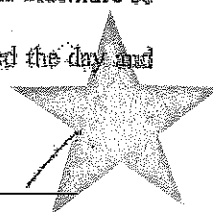
The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

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

IN PRESENCE OF:

Murphy Long

Patricia O'Keefe
PATRICIA O'KEEFE



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

July 3, 2023

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

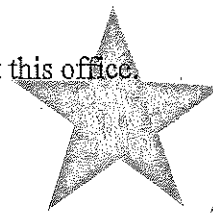
FROM: JOHN C. TASSONE, CHIEF DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS


SUBJECT: 198 NORTH SECOND STREET, BETHPAGE
CLEAN-UP

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

In accordance with the rectification of this violation it is asked that this division be reimbursed in the total amount of \$1,452.93.

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 (46-45-11) 198 N SECOND ST BETHPAGE 11714

Date Jun 29, 2023

Work Order # 106397

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
GARY LEWIS, II	General Maintenance	01:00	\$38.46	00:00	0	\$38.46
JAMES ROMANO	General Maintenance	01:00	\$31.73	00:00	0	\$31.73
BRIAN KWAS	General Maintenance	01:00	\$28.85	00:00	0	\$28.85
RICHARD SANDIFORD II	General Maintenance	01:00	\$33.89	00:00	0	\$33.89
JEFFREY MOODY, JR.	General Maintenance	01:00	\$20.00	00:00	0	\$20.00
KEVIN C KENNEY	General Maintenance	01:00	\$15.00	00:00	0	\$15.00
Total Labor						\$167.93

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
SW191	2018 ELGEN P. SWEEPER	\$115.00	01:00	\$115.00
TD653	PICK-UP TRUCK 2009 FORD F-250 YW (61 / 061)	\$79.00	01:00	\$79.00
TD736	TRUCK DUMP 2016 DODGE RAM 3500 - POWER WAGON (T105)	\$105.00	01:00	\$105.00
TD752	2019 FORD F450 POWER WAGON	\$105.00	01:00	\$105.00
TD777	2023 INT 6 WHEELER YW	\$131.00	01:00	\$131.00
Total Equipment				\$535.00


Materials

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

Grand Total \$1452.93

Description of Work:

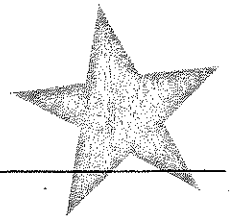
CLEAN UP 198 NORTH 2ND STREET BP

Signature: 

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS


Date: Jun 30, 2023



WHEREAS, James McCaffrey, Chairman, Town of Oyster Bay Housing Authority, by letter dated August 28, 2023, and Sheila Tarnowski, Legislative Affairs, by memorandum dated August 28, 2023, recommended that the Town Board re-appoint Rev. Dr. Walter Hillebrand as a Commissioner of the Town of Oyster Bay Housing Authority, for a five (5) year term commencing on September 1, 2023, and expiring on August 31, 2028,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted, and Rev. Dr. Walter Hillebrand is hereby re-appointed as a Commissioner of the Town of Oyster Bay Housing Authority, for a five (5) year term commencing on September 1, 2023, *nunc pro tunc*, and expiring on August 31, 2028.

-#-

 Reviewed By
Office of Town Attorney
Ralph P. Deady

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

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

TOWN OF OYSTER BAY
Inter-Office Memorandum

August 28, 2023

TO: MEMORANDUM DOCKET

FROM: Sheila Tarnowski, Legislative Affairs


THRU: Office of the Town Attorney

SUBJECT: Town of Oyster Bay Housing Authority

Attached is a copy of a letter dated August 28, 2023 from James McCaffrey, Chairman, Town of Oyster Bay Housing Authority, recommending the reappointment of Rev. Dr. Walter Hillebrand as a Commissioner of the Town of Oyster Bay Housing Authority, for a five (5) year term commencing September 1, 2023 through August 31, 2028.

FRANK M. SCALERA
TOWN ATTORNEY

Sheila Tarnowski
Sheila Tarnowski
Legislative Affairs





TOWN OF OYSTER BAY HOUSING AUTHORITY

115 Central Park Road
Plainview, N. Y. 11803

CHAIRMAN

James McCaffrey

VICE-CHAIRMAN

Frank DeStefano

SECRETARY

Joan Flaumenbaum

MEMBERS

Peter Morra

Rev. Dr. Walter V. Hillebrand

COUNSEL

Gregory W. Carman Jr.

(516) 349-1000

Jesse H. Harmon, Shepherd Hill Apartments

Dedicated 5/1/82

James E. Picken

Executive Director

August 28, 2023

Supervisor Joseph Saladino
Honorable Members of the Oyster Bay Town Board
Oyster Bay Town Hall
54 Audrey Avenue
Oyster Bay, NY 11771

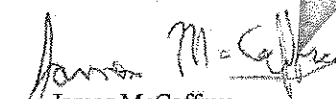
Dear Supervisor Saladino and Town Board Members,

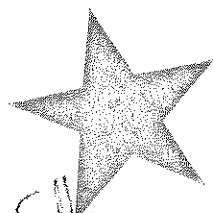
At the Town of Oyster Bay Housing Authority meeting held on June 21, 2023, I hereby nominated Rev. Dr. Walter Hillebrand to succeed himself as Commissioner of the Town of Oyster Bay Housing Authority. Upon the nomination, the Board of Commissioners unanimously voted for Rev. Dr. Walter Hillebrand to be reappointed for a five (5) year term which commences on September 1, 2023 and expires August 31, 2028.

On behalf of the Board of Commissioners of the Town of Oyster Bay Housing authority, I hereby recommend that Rev. Dr. Walter Hillebrand be reappointed by the Town of Oyster Bay Town Board as a Commissioner of the Town of Oyster Bay Housing Authority for a five (5) year term which commences September 1, 2023 and expires August 31, 2028.

Thank you for your kind attention in this matter.

Yours truly,


James McCaffrey
Chairman



Received By
Office of Town Attorney
TMS

WHEREAS, Tony Ventiera, Past President for the Feast and Festival Committee, Columbus Lodge #2143, Order Sons of Italy in America (the "Lodge"), 2143 Boundary Avenue, South Farmingdale, NY 11735, by letter dated March 19, 2023, requested the closure of North Broadway, North Massapequa, between the blocks of North Beech Street and North Nassau Street from 6:00 a.m. until 8:00 p.m. on Sunday, September 24, 2023, with a rain date of October 1, 2023, to conduct the 27th Annual Columbus Lodge Italian Feast and Festival, and for use of Town equipment, including seventy (70) complete barricades, one (1) show mobile, one hundred and fifty (150) chairs to be placed at the show mobile, and (2) highway packers, as well as the waiver of Section 82-3 of The Code of The Town of Oyster Bay, pertaining to the consumption of alcoholic beverages in public; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated August 28, 2023, advised that fifty (50) complete barricades, two (2) highway packers and one (1) street sweeper, will not be otherwise required for use by the Town at that time, and that the Department has no objection to closing the portion of North Broadway, N. Massapequa, as requested; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by letter dated August 1, 2023, advised that the Town would provide one (1) show mobile and chairs to be placed at the show mobile; and

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

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby approved, and the Department of Public Works is hereby authorized to close North Broadway, North Massapequa, between the blocks of North Beech Street and North Nassau Street from 6:00 a.m. until 8:00 p.m. on Sunday, September 24, 2023, with a rain date of October 1, 2023, to conduct the 27th Annual Columbus Lodge Italian Feast and Festival, and the Department of Public Works and Department of Parks are authorized to provide for use of Town equipment, including seventy (70) complete barricades, one (1) show mobile, one hundred and fifty (150) chairs to be placed at the show mobile, and (2) highway packers, and Section 82-3 of The Code of The Town of Oyster Bay, pertaining to the consumption of alcoholic beverages in public is waived for the 27th Annual Columbus Lodge Italian Feast and Festival, subject to the following conditions:

1. The use of all Town property shall be in conformance with the direction of the Deputy Commissioner of the Highway Department, or his duly authorized designee;
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 afore-described activities; and

3. The said organization shall file a Certificate of Insurance with the Office of the Town Clerk, indicating said organization maintains general liability insurance, in the amounts of \$1,000,000 each occurrence, and \$2,000,000 general aggregate, naming the Town of Oyster Bay as additional insured, in connection with the aforementioned activity; and

4. The event shall comply with all New York State Guidelines with respect to social distancing, and the afore-described activity may be cancelled by the Town of Oyster Bay at any time to prevent harm to the population from the COVID-19 Virus, or from any other threat to public health and/or safety.

-#-

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

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

TOWN OF OYSTER BAY

Inter-Departmental Memo

August 28, 2023

TO: MEMORANDUM DOCKET

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

SUBJECT: COLUMBUS LODGE #2143, ORDER SONS AND DAUGHTERS OF ITALY IN AMERICA
27TH ANNUAL COLUMBUS LODGE ITALIAN FEAST AND FESTIVAL
SEPTEMBER 24TH 2023 – RAIN DATE – OCTOBER 1ST 2023

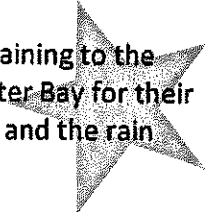
Enclosed please find a copy of the letter from Tony Ventiera, Past President for the Feast & Festival Committee, requesting our assistance on behalf of the Columbus Lodge #2143, Order Sons and Daughters of Italy in America in conducting their 27th Annual Columbus Lodge Italian Feast and Festival on North Broadway between the blocks of North Beech Street and North Nassau Street in North Massapequa. The festival will be held on Sunday, September 24th 2023 from 11:00 am until 6:00 pm, with a rain date of October 1st 2023.

The Highway Division has no objection to the closing of North Broadway in North Massapequa between the blocks of North Beech Street and North Nassau Street, from 6:00 am until 8:00 pm on Sunday, September 24th 2023

Further, the Highway Division can readily supply fifty (50) complete barricades, two (2) highway packers, and a street sweeper.


Parks Department is also providing various equipment for this event as well.

The Columbus Lodge #2143 has requested a waiver of the Town Ordinance pertaining to the consumption of alcoholic beverages in public (Chapter 82-3) of the Town of Oyster Bay for their 27th Annual Columbus Lodge Italian Feast and Festival on September 24th 2023 and the rain date of October 1st 2023.



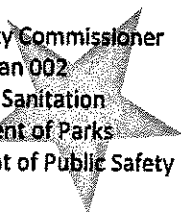
COLUMBUS LODGE #2143 DOCKET PAGE 2

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


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

JCT/kz
Attachments

CC: John C. Tassone, Chief Deputy Commissioner
Peter Brown, General Foreman 002
Cathy Walsh, Department of Sanitation
Cathy McWilliams, Department of Parks
Justin McCaffrey, Department of Public Safety



DATE: 8/28/23

TO: HIGHWAY OPERATIONS

SUBJECT: Columbus Lodge #2143 Order of Sons of Italy Festival

PLEASE DELIVER TO:

N. Broadway
Massapequa

CONTACT: Tony Ventiera
516-851-8531

DATE OF EVENT: 9/24/23, RD 10/1/23

SNOW FENCE:

BARRICADES: 50

CONES:

SORT PAILS:

PORTABLE LIGHTS:

GENERATOR:

PACKER: 2

CVM TRUCK: 1

DELIVER ON: 9/22/23



PICKUP ON: 9/25/23

SWEEPING BEFORE AFFAIR IS NEEDED:

XX
YES NO

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

RWL/kaz


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

CC: Peter Brown, General Foreman 002
Sal Cecerre, Regional Foreman 007
Mike Cipriano, CVM
Public Safety Division
Dan Kornfeld



Columbus Lodge #2143
Order Sons of Italy in America
2143 Boundary Avenue
South Farmingdale, New York 11735
Ofc (516) 293-8545 Fax (516) 977-8117
www.columbuslodge2143.org

March 19, 2023

President
James Raffa

First Vice President
Frank Franchi

Second Vice President
Jamie San Filippo

Immediate Past Pres.
Gary Caparco

Orator
James San Filippo Sr.

Recording Secretary
Peter Maresco

Financial Secretary
Nick Bonsignore

Treasurer
Frank Tiscione

Corresponding Secretary
Matt Farino

Principal Trustee
Vincent Franchi

Trustees
Dave Gulko
Chris Zammit
Matteo Ferro
Chris Molina
George Sardos
Salvatore Polito
Calogero Ferro
Frank Cazanaro

Masters of Ceremonies
Phil Gerace
Will Spiering
Allen Valente
Pete D'Angelo
Tommy Langone

Sentinels
Alfonso Minnetta
Rocco Napoli

Past Presidents
Fred Bellise
Ed Dochynski
Joe Carbone
Frank Gatto
Phil Guerrieri
Mike Iannone
Anthony Masarra
Tony Ragon
Nick Viglietta
Tony Ventiera
Keith Wilson

Supervisor Joseph S. Saladino
Town of Oyster Bay
54 Audrey Avenue
Oyster Bay, N.Y. 11771-1592

Dear Supervisor Saladino:

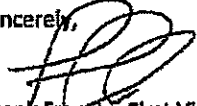
On behalf of Columbus Lodge #2143, Order Sons and Daughters of Italy in America, we are requesting permission to host the Twenty-Seventh Annual Columbus Lodge Italian Feast and Festival. As in the past, it will be held on North Broadway North Massapequa between the blocks, N. Beech and N. Nassau Streets. We are requesting Sunday, September 24, 2023 from 11:00 AM to 6:00 PM. The rain date would be Sunday, October 1st, 2023. As always, Opening Ceremonies are at 1:00 PM.

In conjunction with the Feast and Festival, we are requesting the following:

- Road closure of N. Broadway, between N. Elm and N. Nassau Streets from approximately 6:00 AM to 8:00 PM.
- Permission to hang decorative ornaments.
- Permission to hang one banner across N. Broadway
- One showmobile (#5)
- One CVM truck with necessary tools
- 70 barricades.(approx)
- Two sanitation packers.
- The service of street sweepers
- 150 chairs to be placed at main show mobile (N. Beech ST.)
- Open Container law waived for the day. Please include this in your Response.

Thank you in advance for your assistance in this matter and if you there are any questions, please contact me on my cell at (516) 851-8531.

Sincerely,


Frank Franchi, First Vice President for
Tony Ventiera, Past President
Columbus Lodge Feast and Festival Committee

C: Deputy Town Supervisor
Commissioner Joseph Pinto
Deputy Commissioner John Tassone
Commissioner Justin Mc Caffrey
Commissioner Daniel Pearl
Lodge President, James Raffa





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/18/2023

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
The Signature B&B Companies
501 Franklin Avenue
Suite 218
Garden City NY 11530

License# BR-1117267
CO. 0100-01

INSURED
Columbus Lodge 2143 Order Sons Of Italy In America
2143 Boundary Ave.
Farmingdale NY 11735

CONTACT NAME	
PHONE (A/C, No. Ext.)	516-764-1100
FAX (A/C, No.)	516-764-1018
E-MAIL ADDRESS	
INSURER(S) AFFORDING COVERAGE	
INSURER A:	U.S. Underwriters Insurance Co.
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2022625752

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.

REF. LTR.	TYPE OF INSURANCE	ADD. SUBR. INSD. WVD.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	SE 3002080	9/24/2023	9/28/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$100,000 MED EXP (Any one person) \$1,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COM/PROP AGG \$0 COMBINED SINGLE LIMIT (Ea. accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The certificate holder is included as additional insured on the above General Liability policy if required by written contract which is executed prior to loss.

Reviewed By
Office of Town Attorney

Paul J. Decker

CERTIFICATE HOLDER

Town of Oyster Bay Department of Parks
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

[Signature]

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This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM**

**SPECIAL EVENTS
BLANKET ADDITIONAL INSURED ENDORSEMENT**

Section II – Who Is An Insured of the Commercial General Liability Coverage Form is amended to include as an insured any person(s) or organization(s) who you are required to add as an additional insured to this policy under written contract(s), written permit(s) or written agreement(s). Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" occurring after the effective date of such written contract(s), written permit(s) or written agreement(s) that is caused, in whole or in part by:

1. Your negligent acts or omissions; or
2. The negligent acts or omissions of those acting on your behalf in the performance of your duties under such written contract(s), written permit(s) or written agreement(s)

Exclusions under Coverage A, Bodily Injury and Property Damage Liability, Coverage B. Personal and Advertising Injury Liability; and Coverage C. Medical Payments are amended to add the following:

We will not pay for loss or expense, including but not limited to the cost of defense for "bodily injury", "property damage" or "personal and advertising injury" occurring:

- (1) After all of "your work", including labor, materials, parts or equipment furnished in connection with "your work" and performed under the above referenced written contract(s), written permit(s) or written agreement(s) has ended; or
- (2) When that portion of "your work" out of which the "bodily injury", "property damage" or "personal and advertising injury" arises and performed under the above referenced written contract(s), written permit(s) or written agreement(s) has been put to its intended use by any person(s) or organization(s);

whichever occurs first.

Coverage is not provided for "bodily injury", "property damage" or "personal and advertising injury" arising out of or resulting from the sole negligence of an additional insured under this endorsement.

Coverage provided by this endorsement will be excess over any insurance available to any additional insured under this endorsement unless a written contract(s), written permit(s) or written agreement(s) specifically requires that coverage under this endorsement is primary.

Section II – Who Is an Insured of the Liquor Liability Coverage form is amended to include as an insured any person(s) or organization(s) who you are required to add as an additional insured to this policy under written contract(s), written permit(s) or written agreement(s). Such person(s) or organization(s) is an insured only with respect to their alleged liability for "injury"

Ralph P. Healey

occurring on or after the effective date of such written contract(s), written permit(s) or written agreement(s) that is caused in whole or in part by:

1. Your negligent acts or omissions; or
2. The negligent acts or omissions of those acting on your behalf in the performance of your duties under such written contract(s), written permit(s) or written agreement(s)

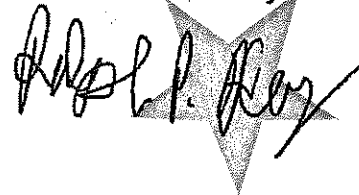
but only if such alleged liability results directly from the selling, serving or furnishing of any alcoholic beverage at the Special Event shown on the Declaration page.

Coverage is not provided for "injury" arising out of or resulting from the sole negligence of an additional insured under this endorsement.

Coverage provided by this endorsement will be excess over any insurance available to any additional insured under this endorsement unless a written contract(s), written permit(s) or written agreement(s) specifically requires that coverage under this endorsement is primary.

All other terms and conditions of this policy remain unchanged and shall apply to the coverage provided by this endorsement. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

Reviewed By
Office of Town Attorney



Harmless Agreement for Use of Town Property and/or Equipment

This Agreement is made this 20th day of Aug. 2023, by Colony Blue Lodge 2143 (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 January 9/24/23 through 10/1/23 2nd year 0505A

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:

Colony Blue Lodge 2143 0505A

Address of Organization:

2143 Broadway Ave
So. Portland Maine 04173

Reviewed By
Office of Town Attorney

Robert P. Healey

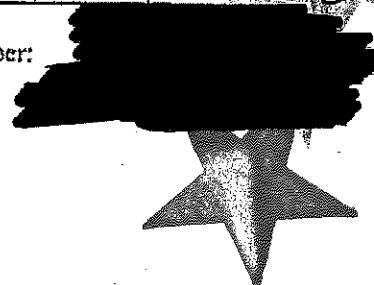
By:

Authorized Representative

Title:

PRP + PRP! / PRP - COCKIN

Telephone Number:



WHEREAS, by Resolution No. 259-2023, adopted on April 18, 2023, the Town Board authorized Classic Car Cruise Nights to be held every Tuesday evening between the hours of 5:00 p.m. through 10:00 p.m., from May 30, 2023 through September 5, 2023, subject to the terms and conditions contained in the aforementioned resolution; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated August 23 2023, advised that the Oyster Bay East Norwich Chamber of Commerce has requested an extension of the aforementioned resolution to permit two further Cruise Night events to be conducted on Tuesday, September 12 and September 19, 2023; 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,

NOW, THEREFORE BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and the Classic Car Cruise Night to be held on Tuesday, September 12 and September 19, 2023 is authorized, subject to the terms and conditions as contained in Resolution No. 259-2023.

-#-

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

Reviewed By
Office of Town Attorney
[Signature]

TOWN OF OYSTER BAY

Inter-Departmental Memo

August 23, 2023

TO: MEMORANDUM DOCKET

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

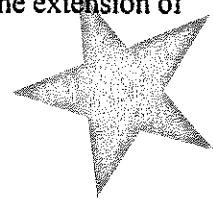
SUBJECT: OYSTER BAY EAST NORWICH CHAMBER OF COMMERCE
REQUEST TO EXTEND CRUISE NIGHT

We received a request from the Oyster Bay East Norwich Chamber of Commerce to extend their annual Cruise Night event two more weeks until Tuesday, September 19th 2023.

Enclosed is the original docket resolution #259-2023 as well as new certificates of insurance and Hold harmless agreement reflecting the new date to cover the extension of the event.



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



RWL/kaz



2023 BOARD OF DIRECTORS

Officers

Ryan Schlotter - President
Ravin Chetram - Vice President
Susan Dembo - Secretary
RJ Virk - Treasurer

Executive Director

Amy Reilly Hanley

Directors

Robert L. Brusca, Esq.
Laura Escobar
Tanya Espinal
Rich LaMarca
Meredith Maus
Dawn Riley
Margaret Ross
Dana Pagliara
Dottie Simons
Michele Vaccarelli

National Park Service Liaison
Jonathan Parker

Past Presidents

Michele Browner
Alex Gallego

Board Members Emeriti

Austin Azzaretto
Paige Dawson
Alex Gallego

August 14th, 2023

Richard Lenz, Commissioner
Town of Oyster Bay DPW, Highway Division
150 Miller Place
Syosset, NY 11791

Dear Mr. Lenz and Mr. Tassone:

The Oyster Bay-East Norwich Chamber of Commerce is pleased to request permission to operate Cruise Nights in Oyster Bay Hamlet on Tuesday evenings from May 30th 2023 to September 19th 2023.

- Closure of Audrey Ave (from South Street past Spring, down Lower Audrey Avenue to the Railroad Museum, and to the corner of Maxwell Avenue).
- Closure of Spring Street (from West Main Street north to lower Audrey Avenue).
- Use of the Municipal parking lot on the east side of lower Audrey Avenue.
- Permit from 5:00 p.m. with barricades being raised and street closures at 5:00 p.m.
- Use of 15 barricades, 20 cones.

The required Certificate of Insurance with Endorsements naming the Town of Oyster Bay as additional insured is attached.

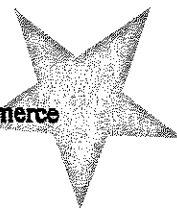
If approved, we ask that a copy of the resolution and a permit be sent to Oyster Bay-East Norwich Chamber of Commerce: PO Box 21, Oyster Bay, NY 11771 and emailed to info@visitoysterbay.com.

We thank the Town for all its cooperation and assistance in making this annual event a success.

If there are any questions, please contact me at 917-302-1542.

Sincerely,

Amy Reilly Hanley
Executive Director, OB-EN Chamber of Commerce



PO Box 21
Oyster Bay, New York 11771
(516) 259-1842
info@visitoysterbay.com
www.visitoysterbay.com



OYSTBAY-02

LBREKNE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/23/2023

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

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

PRODUCER
Brooks Robb & Callahan
PO Box 118
Oyster Bay, NY 11771

CONTACT Lindsey Stortz
PHONE (AC, No, Ext): (516) 922-6500 FAX (AC, No): (516) 922-6272
EMAIL ADDRESS: lbrekne@brclinsurance.com

INSURED

Oyster Bay - East Norwich Chamber of Commerce
PO Box 21
Oyster Bay, NY 11771

INSURER(S) AFFORDING COVERAGE NAIC #
INSURER A: Hartford Casualty Insurance Company 28424
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

TYPE OF INSURANCE	ADDITIONAL INSURED (Y/N)	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	128BMUQ3886	5/10/2023	5/10/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		128BMUQ3886	5/10/2023	5/10/2024	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Event: Classic Cruise Night events from 05/30/2023-09/19/2023.

Certificate holder is included as Additional Insured per the Business Liability coverage form 89 00 08.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

Reviewed By
Office of Town Attorney

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POLICY NUMBER: 12 SBM UQ3886



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - MANAGER/LESSOR

LOC 001 BLDG 001
TOWN OF OYSTER BAY DEPT OF PARKS
150 MILLER PL,
SYOSSET, NY 11771

Reviewed By
Office of Town Attorney

E. J. Fournier

POLICY NUMBER: 12 SBM UQ3886



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

LOC 001 BLDG 001
ISLAND PROPERTIES, LLC
255 SOUTH ST
OYSTER BAY NY 11771

LOC 001 BLDG 001
OYSTER BAY CHARITABLE FUND, OYSTER BAY ROTARY CLUB,
NEW YORK AUTO FEST, TOWN OF OYSTER BAY
PO BOX 132
OYSTER BAY, NY 11771

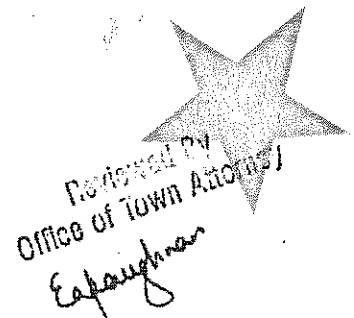
LOC 001 BLDG 001
TOWN OF OYSTER BAY DEPT OF PUBLIC WORKS
150 MILLER PL
SYOSSET, NY 11791

TOWN OF OYSTER BAY DEPT OF PUBLIC WORKS / HIGHWAY
150 MILLER PL
SYOSSET, NY 11791

OYSTER BAY WATER DISTRICT
45 AUDREY AVE
OYSTER BAY, NY 11771
LOC 001 BLDG 001
RENAISSANCE PROPERTY ASSOC
255 SOUTH ST
OYSTER BAY, NY 11771

TOWN OF OYSTER BAY DEPT OF PARKS
150 MILLER PL
SYOSSET, NY 11791

VERIZON
2020 WANTAGH AVE
WANTAGH, NY 11793
LOC 001 BLDG 001
PSEG
176 EAST OLD COUNTRY ROAD
HICKSVILLE, NY 11801



POLICY NUMBER: 12 SBM UQ3886



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

TOWN OF OYSTER BAY
45 AUDREY AVE
OYSTER BAY, NY 11771

LOC 001 BLDG 001
PSEG LONG ISLAND LLC, T&D MANAGER ACTING AS AGENT
&/ON BEHALF OF LIPA- LIGHTING & ATTACHMENTS
1650 ISLIP AVE,
BRENTWOOD, NY 11771

Reviewed By
Office of Town Attorney
E. J. J. J.

Form IH 12 00 11 85 T SEQ. NO. 002 Printed in U.S.A. Page 002

Process Date: 02/28/23

Expiration Date: 05/10/24

Harmless Agreement for Use of Town Property and/or Equipment

This Agreement is made this 17th day of August 2023, by Oyster Bay East Norwich Chamber (hereinafter "CONCESSIONAIRE"). Whereas, the CONCESSIONAIRE has entered into a contract to provide certain services and products at various Town locations, as designated in the contract between the TOWN and the CONCESSIONAIRE for the contract period 5/30/23 through 9/19/23.

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

Further, the Organization agrees to provide the Town with a copy of its general liability insurance certificate, evidencing primary coverage in the amounts of \$1,000,000 each occurrence, \$2,000,000 general aggregate, \$500,000 for property damage and, where appropriate, \$1,000,000 products, naming the Town as additional insured. The Organization's insurance shall be primary insurance as respects the Town, and any insurance or self-insurance maintained by the Town shall be in excess of Town's insurance and shall not contribute to it. All certificates of insurance must be accompanied by an endorsement.

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

Name of Organization:

Oyster Bay East Norwich Chamber

Address of Organization:

PO Box 21

Oyster Bay, NY 11721

By: [Signature]

Authorized Representative

Title: Executive Director

Telephone Number: [Redacted]

Reviewed By
Office of Town Attorney

E. Laughton

Meeting of April 18, 2023

Resolution No.259-2023

John T.
Kern Jr.

Reviewed By
Office of Town Attorney

WHEREAS, Ryan Schlott, President, Oyster Bay-East Norwich Chamber of Commerce, Inc., P.O. Box 21, Oyster Bay, New York 11771, by letter dated February 1, 2023, has requested the use of fifteen (15) complete barricades, twenty (20) orange traffic cones, the closure of Audrey Avenue from South Street past Spring Street down lower Audrey Avenue to the Railroad Museum, to the corner of Maxwell Avenue, the closure of Spring Street from West Main Street North to lower Audrey Avenue, and the use of Municipal Parking Field 0-8 on the east side of lower Audrey Avenue just north of Audrey Avenue, Oyster Bay, and Fireman's Field for its Classic Car Cruise Nights, to be held every Tuesday evening between the hours of 5:00 p.m. through 10:00 p.m., from May 30, 2023 through September 5, 2023. The event is to be held on Audrey Avenue from South Street past the Town Hall buildings to the Railroad Plaza, including Municipal Parking Field 0-8 on the east side of lower Audrey Avenue and along Shore Avenue from Spring Street to Maxwell Avenue; and

WHEREAS, Richard W. Lenz, Commissioner, Department of Public Works, by memorandum dated March 30, 2023, advised that the Highway Division has no objection to providing fifteen (15) complete barricades, twenty (20) orange traffic cones, and the street closures and use of municipal parking fields as requested; and

WHEREAS, the Oyster Bay-East Norwich Chamber of Commerce will supply and install and remove the temporary "No Parking" signs every Tuesday evening during Cruise Nights from May 30, 2023 through September 5, 2023; and

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

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby approved, and the Department of Public Works, Highway Division is hereby authorized to provide the Oyster Bay-East Norwich Chamber of Commerce, Inc. fifteen (15) complete barricades, twenty (20) orange traffic cones, the closure of Audrey Avenue from South Street past Spring Street down lower Audrey Avenue to the Railroad Museum, the closure of Spring Street from West Main Street North to lower Audrey Avenue and then along the southerly edge of the Gazebo triangle to its western corner, Oyster Bay, the use of Municipal Parking Field 0-8 on the east side of lower Audrey Avenue just north of Audrey Avenue, and the use of Fireman's Field for its Classic Car Cruise Nights, to be held every Tuesday evening between the hours of 5:00 p.m. through 10:00 p.m., from May 30, 2023 through September 5, 2023, subject to the following conditions:

1. The Oyster Bay Chamber of Commerce, Inc., will itself supply, install, and remove the temporary "No Parking" signs required for this event;

Resolution No.259-2023

2. The use of all Town property for these activities shall in each and every case be in conformance with the direction of the Commissioner of the Department of Public Works, or his duly authorized representative;

3. The said organization will comply with all ordinances of the Town of Oyster Bay, both in the conduct of the aforescribed activities and its use of Town property;

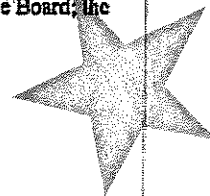
4. The said organization shall file with the Town Clerk a Certificate of Insurance indicating said organization is covered by General Liability Insurance in the amounts of \$1,000,000 with a general aggregate of \$2,000,000, and naming the Town as an additional insured in connection with the aforescribed activities; and

5. The event shall comply with all New York State Guidelines with respect to social distancing, and the afore-described activity may be cancelled by the Town of Oyster Bay at any time to prevent harm to the population from the COVID-19 Virus, or from any other threat to public health and/or safety.

#

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

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



WHEREAS, Russell P. Green, President, Syosset Woodbury Chamber of Commerce, by letter dated May 9, 2023, requested the temporary closure of Jackson Avenue, Syosset, from 7:00 a.m. until 6:00 p.m., on Saturday, September 23, 2023, for the 2023 Syosset Woodbury Chamber of Commerce Street Fair, as follows: from the northern side of the intersection of Jackson Avenue and Underhill Boulevard, to the southern side of the intersection of Jackson Avenue, Muttontown/ Eastwoods Road, and Split Rock and Berry Hill Roads; from the intersection of Muttontown/Eastwoods Road and Cold Spring Road to the approximate location of the business known as Syosset Wine Cellar, located at 40 Cold Spring Road, Syosset; and from the intersection of Whitney Avenue and Jackson Avenue, for a distance of approximately one hundred (100) feet west; and

WHEREAS, Mr. Greene, by said letter, further requested that the Department of Public Works, Highway Division, post temporary "No Parking" signs at the abovementioned locations, provide fifty (50) complete barricades and fifty (50) traffic cones, to be delivered on or before Friday, September 22, 2023 to Municipal Parking Field S-1, Syosset, and waive the provisions of the Code of the Town of Oyster Bay, Chapter 82, "Alcoholic Beverages", pertaining to the consumption of alcoholic beverages in public, for the 2023 Syosset Woodbury Chamber of Commerce Street Fair, to be held from 10:00 a.m. until 5:00 p.m., on Saturday, September 23, 2023; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, Highway Division, by memorandum dated August 28, 2023, advised that the abovementioned property and equipment will not be required for use by the Town at that time, and that Department has no objection to providing same to the Syosset Woodbury Chamber of Commerce; and

WHEREAS, Commissioner Lenz, by said memorandum, further advised that Jackson Avenue is a County roadway, and that William Nimmo, Deputy Commissioner, Nassau County Department of Public Works, by letter dated May 16, 2023, approved the abovementioned closures, from 7:00 a.m. until 6:00 p.m., on Saturday, September 23, 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 requests as hereinabove set forth are hereby approved, and the Department of Public Works, Highway Division, is hereby authorized to close the portions of Jackson Avenue, Syosset, as requested, post temporary "No Parking" signs at the abovementioned locations, and to provide the Syosset Woodbury Chamber of Commerce with the use of fifty (50) complete barricades and fifty (50) traffic cones, to be delivered on or before Friday, September 22, 2023 to Municipal Parking Field S-1, Syosset, for the 2023 Syosset Woodbury Chamber of Commerce Annual Street Fair, to be held from 10:00 a.m. until 5:00 p.m., on Saturday, September 23, 2023, subject to the following terms and conditions:

REVIEWED BY
OFFICE OF TOWN ATTORNEY
TMS

1. The use of all Town property and equipment shall be in conformance with the direction of the Deputy Commissioner, Department of Public Works, Highway Division, or his duly authorized designee.

2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of all Town property and equipment, and in the conduct of the afore-described activity.

3. The said organization shall file a Certificate of Insurance with the Office of the Town Clerk, indicating that said organization maintains general liability insurance, in the amounts of \$1,000,000.00 for each occurrence, and \$2,000,000.00 in the general aggregate, and naming the Town of Oyster Bay as an additional insured, in connection with the afore-described activity.

4. The said organization shall follow all New York State Guidelines with respect to social distancing, and the afore-described activity may be cancelled at any time by the Town of Oyster Bay at any time, to prevent harm to the population from the COVID 19 Virus, or from any other threat to the public health and/or safety; and be it further

RESOLVED, That the Town Board hereby waives the provisions of the Code of the Town of Oyster Bay Town Code, Chapter 82, "Alcoholic Beverages", pertaining to the consumption of alcoholic beverages in public, for the 2023 Syosset Woodbury Chamber of Commerce Annual Street Fair, to be held from 10:00 a.m. until 5:00 p.m., on Saturday, September 23, 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

27

664

TOWN OF OYSTER BAY
Inter-Departmental Memo

August 28, 2023

TO: MEMORANDUM DOCKET

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

SUBJECT: SYOSSET WOODBURY CHAMBER OF COMMERCE
ANNUAL STREET FAIR SEPTEMBER 23RD 2023

Enclosed please find a copy of the letter from Russell P. Green, President, requesting our assistance on behalf of the Syosset Woodbury Chamber of Commerce in conducting their Annual Street Fair on Saturday, September 23rd 2023.

The Highway Division will be pleased to provide "No Parking" signs to be posted at the locations mentioned in the next paragraph as well as fifty (50) complete barricades and fifty (50) cones for the event.

Further, we are enclosing a copy of a letter that was received from William Nimmo, Deputy Commissioner of Public Works, County of Nassau, regarding permission for the temporary closing of a portion of Jackson Avenue from the north side of the intersection of Underhill Boulevard to the intersection of Split Rock Road and Berry Hill Road, as well as Cold Spring Road to 40 Cold Spring Road, on September 23rd, 2023 from 7:00 A.M. until 6:00 P.M. during the Annual Street Fair. This portion of Jackson Avenue comes under the jurisdiction of Nassau County.

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

RWL/kaz

CC: John C. Tassone, Chief Deputy Commissioner
Peter Brown, General Foreman 002
Cathy McWilliams, Department of Parks
Justin McCaffrey, Commissioner Public Safety
Grace SantaMaria, Highway Administration



Syosset Woodbury Chamber of Commerce
338 Jericho Turnpike - Suite 136
Syosset, NY 11791
516.265.4357
info@syossetchamber.com
www.syossetchamber.com

May 9, 2023

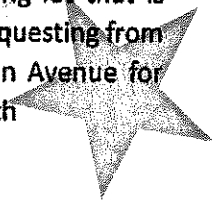
Town of Oyster Bay
Department of Highways
150 Miller Place
Syosset, NY 11791

Re: 2023 Syosset/Woodbury Chamber of Commerce

Dear Sirs:

I am writing to you on behalf of the Syosset/Woodbury Chamber of Commerce to request your help in obtaining the equipment and permits necessary to host our annual Street Fair on Saturday, September 23rd, 2023. I will forward our insurance certificates and other agreements as requested by the Town of Oyster Bay.

I will separately obtain the approval from Nassau County Department of Public Works for the temporary closure of a portion of Jackson Avenue at the intersection of Underhill, including the west bound north lane of Underhill to the entrance of Queens Street. In addition, we will be requesting the closure of Jackson Avenue north of Underhill to the south side of the intersection with Muttontown Eastwoods Road, as well as the south side of the intersection of Cold Spring Road and Muttontown Eastwoods Road, approximately to the where the parking lot that is adjacent to the Syosset Wine Cellar at 40 Cold Spring Road. Additionally, we are requesting from the Town of Oyster Bay to have Whitney Avenue closed, to the west of Jackson Avenue for approximately 100 feet. Access to the Shell Station will remain clear from the north





Syosset Woodbury Chamber of Commerce
338 Jericho Turnpike - Suite 136
Syosset, NY 11791
516.265.4357
info@syossetchamber.com
www.syossetchamber.com

side. The closure should take effect no later than 6:00 AM on Saturday September 23rd, and continue until approximately 6:30 pm that evening.

We are requesting (50) of the hard plastic barricades, and 50 traffic cones to be delivered to the Town's Railroad Parking lot adjacent to the Fire Department on Cold Spring Road on or before Friday September 22nd. We are also requesting "no parking" signs that can be posted late Friday night through Saturday evening for the area previously discussed. The Chamber does not intend to sell/serve alcohol at this event, but we are requesting a waiver of the open container law in case a specific vendor chooses as such. The Chamber is requesting a roll off and a Show Mobile for September 23rd. We understand there is an additional charge for this request.

We reserve the right to make additional requests as part of this permit application, but do not have any at the moment. Other than the roll-off and the Show Mobile, it is our understanding that there are no other fees associated with the requests in this letter. Please advise if we are mistaken.

Thank you for your assistance in working with the Syosset/Woodbury Chamber of Commerce to continue to bring the annual Street Fair to the community. The 2022 event was arousing success, and we look forward to working with the Town of Oyster Bay to ensure a repeat performance this September. If there is anything else you believe we might need for the Street Fair, I welcome your input. If you need any further information, please feel free to call me at my cell phone at 516-205-2319, my work number 516-864-8447 or email me at Russell.green@clsecurities.com

Russell P. Green

President, Syosset/Woodbury Chamber of Commerce

Sent via email



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/12/2023

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 William J Chabina Company, Inc. 30 Whitney Ave SYOSSET NY 11791	CONTACT NAME: Bill Chabina PHONE (A/C, No, Ext): (516) 364-4700 FAX (A/C, No): 516-364-4770 EMAIL ADDRESS: bill@chabinainsurance.com
INSURED SYOSSET WOODBURY CHAMBER OF COMMERCE 338 JERICHO TPKE SUITE 136 SYOSSET NY 11791	INSURER(S) AFFORDING COVERAGE INSURER A: UNITED STATES LIABILITY INSURANCE CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

RISK LTR	TYPE OF INSURANCE	ADDITIONAL INSURED (IND) (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	Y	SE1075991	09/21/2023	09/26/2023	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000					
	MED EXP (Any one person) \$ 1,000					
	PERSONAL & ADV INJURY \$ 1,000,000					
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE \$ 2,000,000
AUTOMOBILE LIABILITY						PRODUCTS - COMPROP AGG \$
ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>						BODILY INJURY (Per person) \$
HIRE AUTOS ONLY <input type="checkbox"/>						BODILY INJURY (Per accident) \$
PROPERTY DAMAGE (Per accident) \$						
UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
DED <input type="checkbox"/> RETENTION \$						
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/>
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below						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, TOWN OF OYSTER BAY IS INCLUDED AS ADDITIONAL INSURED.
COVERAGE IS PRIMARY AND NON-CONTRIBUTORY.

ALL COVERAGE IS SUBJECT TO POLICY TERMS, CONDITIONS, LIMITS AND EXCLUSIONS.

Reviewed By
Office of Town Attorney

CERTIFICATE HOLDER TOWN OF OYSTER BAY 54 AUDREY AVENUE OYSTER BAY, NY 11771	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE WILLIAM J CHABINA JR
--	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

Effective Date: 09/21/2023

TOWN OF OYSTER BAY AND TOWN OF OYSTER BAY DEPT. OF PARKS

54 AUDREY AVE.

OYSTER BAY, NY 11771

Designation of Premises (Part Leased To You):

JACKSON AVE

SYOSSET, NY 11791

Additional Premium: \$

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 arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

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.

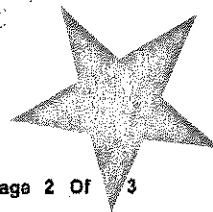
B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

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
E. Faughnan



EXTENSION OF DECLARATIONS

Policy No. SE 1075991

Effective Date: **09/21/2023**

12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS

FORMS AND ENDORSEMENTS

The following forms apply to the Commercial Liability coverage part

Endt#	Revised	Description of Endorsements
CG0001	12/07	Commercial General Liability Coverage Form
CG0068	05/09	Recording And Distribution Of Material Or Information In Violation Of Law Exclusion
CG0104	12/04	New York Changes - Premium Audit
CG0163	04/17	New York Changes - Commercial General Liability Coverage Form
CG2011	04/13	Additional Insured - Managers or Lessors of Premises
CG2107	05/14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - Limited Bodily Injury Exception Not Included
CG2109	06/15	Exclusion - Unmanned Aircraft
CG2136	03/05	Exclusion - New Entities
CG2139	10/93	Contractual Liability Limitation
CG2144	07/98	Limitation Of Coverage To Designated Premises Or Project
CG2147	12/07	Employment-Related Practices Exclusion
CG2170	01/15	Cap On Losses From Certified Acts Of Terrorism
CG2621	10/91	New York Changes - Transfer Of Duties When A Limit Of Insurance Is Used Up
IL0017	11/98	Common Policy Conditions
IL0023	07/02	Nuclear Energy Liability Exclusion Endorsement
IL0268	01/14	New York Changes - Cancellation and Nonrenewal
JACKET NY	12/19	Policy Jacket
L 427	01/20	Exclusion for Fireworks and Other Pyrotechnic Devices
L 535	03/15	Exclusion - Products-Completed Operations Hazard Other Than Food Or Beverage Products
L 834 NY	09/22	Communicable Disease Or "Infectious Agent" Exclusion
L-224NY	06/11	Punitive Or Exemplary Damages Exclusion
L-387	12/19	Exclusion - Mechanical Riding Devices and Mechanical Amusement Devices
L-423	02/11	Exclusion For Structure Collapse
L-428	04/15	Absolute Firearms Exclusion
L-461	12/11	Assault Or Battery Exclusion
L-472	07/08	Exclusion - Injury To Performers Or Entertainers
L-536	09/09	Exclusion - Participation In Athletic Activity, Physical Activity Or Sports
L-563	07/03	Set-Up And/Or Take-Down Coverage For Special Events
L-599	10/12	Absolute Exclusion for Pollution, Organic Pathogen, Silica, Asbestos and Lead with a Hostile Fire Exception
L-607	02/11	Exclusion For Climbing, Rebounding And Interactive Games And Devices
L-609	02/11	Animal Exclusion
L-610NY	01/07	Expanded Definition Of Bodily Injury - New York

EXTENSION OF DECLARATIONS

Policy No. SE 1075991

Effective Date: 09/21/2023

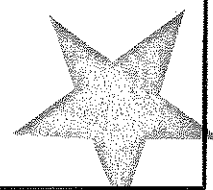
12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS

FORMS AND ENDORSEMENTS

L-656	02/06	Extension Of Coverage - Committee Members
L-686	10/12	Absolute Exclusion for Liquor and Other Related Liability
L-721NY	02/09	New York Changes
L-816	11/18	Amendments of Conditions - Limits of Insurance Under Multiple Coverage Parts
L-820	12/18	Special Events Blanket Additional Insured Endorsement
L-829	05/21	Biometric Information Exclusion
LLQ 102	02/15	Event Vendor, Exhibitor And Contractor Exclusion
LLQ101	08/06	Expanded Definition Of Employee
LLQ368	08/10	Separation Of Insureds Clarification Endorsement
SPE 300	05/09	Special Events Property Damage Amendment
SPE 312	03/15	Who Is An Insured
TRIADN NY	12/20	Policyholder Disclosure Notice of Terrorism Insurance Coverage

Reviewed By
Office of Town Attorney

E. Faughnan



Harmless Agreement for Use of Town Property and/or Equipment

This Agreement is made this 14 day of Aug 2023, by Syracuse/Woodbury Chamber of Commerce (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 9/22/2023 through 9/27/2023.

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:

Syracuse/Woodbury Chamber of Commerce

Address of Organization:

338 Jericho Turnpike Suite 136

Syracuse, NY 11791

By: [Signature]

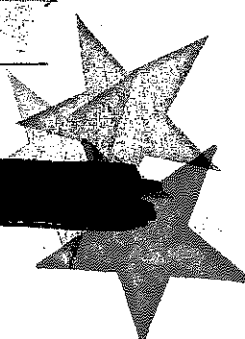
Authorized Representative

Title: President

Telephone Number: [Redacted]

Reviewed By
Office of Town Attorney

[Signature]



**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Primary And Non-Contributory - Written Contract

Schedule:

Effective Date: 09/21/2023 12:01 AM

Name of Person or Organization:

TOWN OF OYSTER BAY AND TOWN OF OYSTER BAY DEPT. OF PARKS
54 AUDREY AVE
OYSTER BAY, NY 11771

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS,

Paragraph 4. OTHER INSURANCE, a. Primary Insurance is amended with the addition of the following:

The coverage afforded by this policy to the person(s) or organization(s) listed above is primary and non-contributory if:

1. This insurance is required to be primary and non-contributory under a written contract; and
2. The loss to be covered occurs on or after the effective date of the written contract; and
3. The loss to be covered resulted solely and exclusively from your ongoing acts or omissions or the ongoing acts or omissions of those acting on your behalf in performing "your work" under a written contract referred to above.
4. The person(s) or organization(s) is an additional insured under this policy.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

Reviewed By
Office of Town Attorney

Ralph P. Hickey



NASSAU COUNTY, NY

Nassau County Department of Public Works
Road Closure / Banner Installation



Not for private events or benefit

Applications should be submitted 30 days prior to the event date

Temporary Road Closure

← Back

Applicant First Name

Russell

Applicant Last Name

Green

Name of Organization

Syosset/Woodbury Chamber of Commerce

Street

338 Jericho Turnpike, Suite 136

City

Syosset

Zip Code

11791

Phone #

(516) 864-8447

Email Address

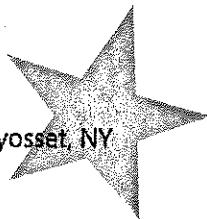
russell.green@clsecurities.com

County Roadway and Location of Event

Jackson Avenue north of Train Station, Syosset, NY

Between these cross streets

Underhill Blvd and Muttontown Eastwoods Road





NASSAU COUNTY, NY

Nassau County Department of Public Works
Road Closure / Banner Installation

Description of Event

The Syosset Street Fair has up to 140 vendors and sponsors displaying their products and services to between 5-10,000 local residents. 6:00 AM to 6:30 PM There is live entertainment from local youth on two separate show mobiles. Childrens' inflatable rides will also be part of the event. We are looking to close the west bound side of Underhill Road to right before Queens Street. In addition, we are requesting closure of Jackson Avenue north of Underhill Road to the south side of the intersection with Muttontown Eastwoods Road, as well as the south side of the intersection of Cold Spring Road and Muttontown Eastwoods Road, approximately to where the parking lot that is adjacent to the Syosset Wine Cellar at 40 Cold Spring Road. Additionally, we will be requesting from the Town of Oyster that a portion of Whitney Avenue to the west of Jackson Avenue also be closed. Traffic will continue to flow north of the train tracks east and west via Underhill and the station parking lot.

Coordination is required with local authorities:

Local Municipality
Town of Oyster Bay

Local Fire Department
580 - Syosset

Local Police Precinct
Second Precinct

Insurance Certificate

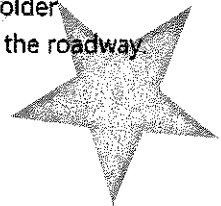
A certificate of liability insurance is required with Nassau County DPW as the certificate holder indemnifying the county against any and all claims arising from the temporary closing of the roadway.

Attach insurance certificate here *

File Name



NASSAU COUNTY CERT. OF INS.- 2023 STREET FAIR.pdf



Detour Proposal

Proposed detour when applicable.

Attach detour proposal here



NASSAU COUNTY, NY

Nassau County Department of Public Works
Road Closure / Banner Installation

temporary rerouting of bus routes**

Applicant Signature

Road closing equipment including barricades, cones, traffic control, lighting etc, is to be provided by applicant for their own use

Title
President

Signed Date
05/13/2023

Supervisor Signature

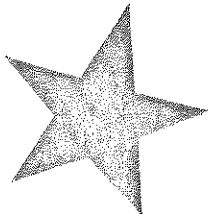
Approved by
William Nimmo

Approved Date
05/16/2023

Commissioner Signature

Approved by
William Nimmo

Approved Date
05/16/2023

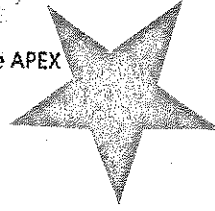




NASSAU COUNTY, NY

Nassau County Department of Public Works
Road Closure / Banner Installation

Built with ♥ using Oracle APEX



DATE: 8/28/2023

TO: HIGHWAY OPERATIONS

SUBJECT: Syosset Woodbury Chamber of Commerce Street Fair

PLEASE DELIVER TO:

Parking Field S-1
Syosset

DATE OF EVENT: 9/23/23

BARRICADES: 50

SHORT PAILS: 50

CONTACT: Russell Green
917-205-2319

PORTABLE LIGHTS:

GENERATOR:

PACKER:

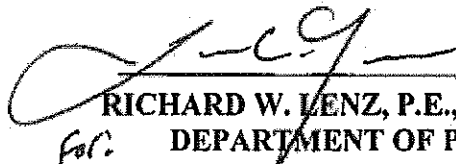

DELIVER ON: 9/22/23

PICKUP ON: 9/25/23

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.


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

RWL/kaz

CC: Peter Brown, General Foreman 002
Area Foreman 015
Dan Kornfeld
Public Safety Division

WHEREAS, by Resolution No. 749-2021, adopted on December 7, 2021, the Town Board authorized the Department of Public Works to enter into Contract No. PWC22-22, On-Call Engineering Services Relative to Architecture, with Nassau Suffolk Engineering & Architecture, PLLC, for a two-year term, from January 1, 2022 through December 31, 2023; and

WHEREAS, Ryan Rosenberg, AIA, NCARB, CSI, CDT, Director of Architecture, Nassau Suffolk Engineering & Architecture, PLLC, by letter dated August 9, 2023, described the scope of work to be performed under Contract No. PWC22-22, regarding the development of a condition assessment report for the Tinker Mansion, located at Syosset-Woodbury Park; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated August 25, 2023, requested Town Board authorization for funds, in an amount not to exceed \$59,495.00, for Nassau Suffolk Engineering & Architecture, PLLC, to provide architecture services relative to Contract No. PWC22-22, relative to this assignment; and

WHEREAS, Commissioner Lenz, by said memorandum, further requested that the Comptroller be authorized to make payment of said engineering costs in an amount not to exceed \$59,495.00, with funds available in Account No. PKS H 7197 20000 000 1902 001, Project ID No. 1902PKSA-08; and

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

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, and Nassau Suffolk Engineering & Architecture, PLLC, is hereby authorized to proceed with the aforementioned engineering services in connection with Contract No. PWC22-22, and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed \$59,495.00, with funds to be drawn from Account No. PKS H 7197 20000 000 1902 001, Project ID No. 1902PKSA-08; and be it further

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

-#-

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

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

Reviewed By
Office of Town Attorney

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

August 25, 2023

TO: MEMORANDUM DOCKET

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

SUBJECT: ON-CALL ENGINEERING SERVICE REQUEST
RELATIVE TO ARCHITECTURE
CONTRACT NO.: PWC22-22
ACCOUNT NO.: PKS H 7197 20000 000 1902 001
PROJECT ID NO.: 1902 PKSA-08


The consultant, Nassau Suffolk Engineering & Architecture, PLLC, has been approved by the Commissioner of Public Works to provide engineering services under On-Call Contract No. PWC22-22 by Resolution No. 749-2021 for the subject project.

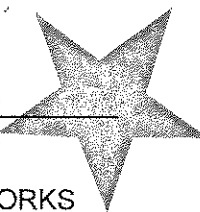
Attached is a letter dated August 9, 2023 from Nassau Suffolk Engineering & Architecture, PLLC regarding the scope of work to be performed in an amount not to exceed \$59,495.00. Services to be performed include developing a condition assessment report for the Tinker Mansion, located at Syosset-Woodbury Community Park.

Attached is an Availability of Funds in the amount of \$59,495.00 to satisfy said engineering costs from the Director of Finance, indicating that funds are available in Account No. PKS H 7197 20000 000 1902 001, Project ID No. 1902PKSA-08.

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

It is hereby requested that the Town Board authorize, by Resolution, Nassau Suffolk Engineering & Architecture, PLLC under Contract No. PWC22-22 On-Call Engineering Services Relative to Architecture and requests that the Comptroller be directed to issue an encumbrance order for this purpose.


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



RWL/MR/lc
Attachments

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



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



Requesting Division/Department

PARKS

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

Contract Number PWC 22-22

Contract Period JANUARY 1, 2022 - DECEMBER 31, 2023

Consultant/Contractor NASSAU SUFFOLK ENGINEERING & ARCHITECTURE, PLLC

Discipline ARCHITECTURE

Total Authorization \$ 263,095.00

Resolution No. 749-2021 Date 12/7/2021

Funded To Date \$203,600.00

Amount Requested \$59,495.00

Account To Be Used PKS-H-7197-20000-000-1902-001 1902PKSA-09

If Capital Account, State The Related Contract Number: DP22-260

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.

CONDITION ASSESSMENT REPORT FOR TINKER MANSION AT

SYOSSET - WOODBURY COMMUNITY PARK

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

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

Required Insurances Are In Effect: Yes ☒ No ☐

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

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

Amount of Bond \$

Requesting Division/Department

Signature [Signature]

Title Commissioner of Parks

Date 8/23/23

DPW Approval

Only To Be Executed By The Commissioner

Signature [Signature]

Title Commissioner of Public Works

Date 8-28-23

THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

Amount Requested 59,495.00

Unencumbered Balance 106,777.78

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

Yes ☒ No ☐

Signature [Signature]

Date 8/25/23



TOWN OF OYSTER BAY

WORK ORDER



This Section To Be Completed By The Department Of Public Works

Work Order No. _____

E.O. No. _____

Contract Start 1/1/2022

Contract No. PWC22-22

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

NASSAU SUFFOLK ENGINEERING & ARCHITECTURE, PLLC

801 MOTOR PARKWAY

SUITE 103

HAUPPAUGE, NEW YORK 11788

Requesting Town Department PARKS

Contact MATTHEW RUSSO, P.E. Phone 516-677-5719

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

CONDITION ASSESSMENT REPORT FOR TINKER MANSION LOCATED

AT SYOSSET-WOODBURY COMMUNITY PARK

This work order shall not exceed \$ 59,495.00

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

Requesting Division/Department

Signature [Signature]

Title Commissioner of Parks

Date 8/23/23

Department Of Public Works Approval

Only To Be Executed By The Commissioner

Signature [Signature]

Deputy Commissioner of Public Works

Date 8-28-23



NASSAU SUFFOLK
ENGINEERING &
ARCHITECTURE, PLLC

August 09, 2023

Via Email (rlenzen@oysterbay-ny.gov) and U.S. Mail

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

Re: **DPW Contract No:** PWC22-22
DPW Contract Name: On-Call Engineering Services Relative to Architecture
Task: Facility Condition Analysis and Recommendations,
Woodbury "Tinker" Mansion
Funding Request Amount \$ 59,495.00
NSEA#: N-40:2201

Dear Commissioner Lenz:

Nassau Suffolk Engineering & Architecture, PLLC ("NSEA") is pleased to submit this revised proposal for professional services with respect to a building and facility condition analysis for the Woodbury "Tinker" Mansion, located within the Town of Oyster Bay's ("Town") Syosset-Woodbury Community Park.

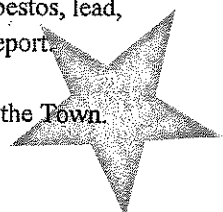
Reference is made to Nassau Suffolk Engineering & Architecture, PLLC's ("NSEA") proposal dated September 28, 2022, to conduct a facility condition analysis of the Tinker Mansion, and to make recommendations to the Town of Oyster Bay ("Town") as to remedial action or restoration required. Based on several discussions with Town personnel, NSEA understands that the Town has now decided to undertake a more limited investigation. Please allow this correspondence to serve as NSEA's revised proposal.

NSEA understands its revised scope of services are to include two (2) phases: an Investigation Phase and a Presentation Phase. During the Investigation Phase, NSEA will continue with its ongoing site visits as necessary to photograph, document, and evaluate the building's condition and provide an overview of non-latent building code considerations. NSEA has previously identified locations of suspected hazardous materials for testing, and the Town has retained others to test for, among others things, asbestos, lead, PCBs and other hazardous materials, the findings of which will be appended to NSEA's report.

During the Presentation Phase, NSEA will assemble and present its findings in a report to the Town.

The professional services under this proposal are as follows:

801 Motor Parkway, Suite 103, Hauppauge, New York 11788
T: 631.574.4870 | F: 631.574.4871 | www.nassausuffolkea.com



Investigation Phase:

- Continue with ongoing site visits;
- Prepare an initial photo log documenting the existing condition of the building;
- Undertake an initial analysis of the building condition;
- Analyze and discuss visual (non-latent) building code considerations;
- Review hazardous materials reports and testing by others; and
- Catalog historic architectural elements for potential preservation.

NSEA estimates its fee for this phase of the assignment to be \$34,000.00 as follows:

- Principal Architect 24 hours @ \$175/hr = \$4,200
- Senior Architect/Engineer 80 hours @ \$175/hr = \$14,000.00
- Project Manager 80 hours @ 165/ hr = \$13,200.00
- CAD Draftsman 40 hours @ 65/hr = \$2,600.00

Presentation Phase:

- Prepare recommended next steps for continued analysis, remedial action and/or restoration;
- Prepare a preliminary, area-based, estimate of the cost to perform the work outlined above;
- Prepare and submit an outline report to the Town with NSEA's findings; and
- Present those findings to the Town.

NSEA estimates its fee for this phase of the assignment to be \$25,495.00, as follows:

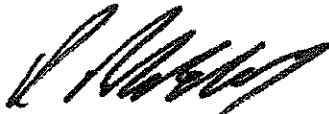
- Principal Architect 8 hours @ \$175/hr = \$1,400.00
- Senior Architect/Engineer 62 hours @ \$175/hr = \$10,850.00
- Project Manager 72 hours @ 165/ hr = \$11,880.00
- CAD Draftsman 21 hours @ 65/hr = \$1,365.00

Based on the reduced scope of professional services described above, NSEA respectfully requests funding in the amount of \$59,495.00 under its two (2) year contract term commencing January 1, 2022.

If you have any questions, or would like further explanation, please do not hesitate to contact me.

Very truly yours,

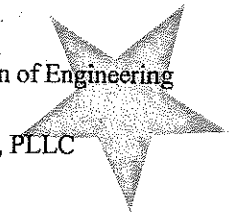
NASSAU SUFFOLK ENGINEERING & ARCHITECTURE, PLLC



Ryan Rosenberg, AIA, NCARB, CSI, CDT
Director of Architecture

cc:

John Tassone, Chief Deputy Commissioner, Department of Public Works, Division of Engineering
Matt Russo P.E., Department of Public Works, Division of Engineering
Michael W. Spinelli, AIA, President, Nassau Suffolk Engineering & Architecture, PLLC



Meeting of December 7, 2021

Resolution No. 749-2021

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 Architecture was issued in accordance with the specifications contained in Contract No. PWC22-22 for a two (2) year contract term commencing January 1, 2022 through December 31, 2023; and

WHEREAS, in response to that Request for Proposals, eleven (11) 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 accordance with the Guidelines 6 and 9 of the Town of Oyster Bay Procurement Policy, and in conjunction with the current workload, the Department has selected H2M Engineers & Architects, Nassau Suffolk Engineering & Architecture, PLLC, D & B Engineers and Architects, DPC, and Mark Design Studios Architecture, P.C., and

WHEREAS, Commissioner Lenz, by Highway memorandum, requested Town Board authorization for the Department of Public Works/Highway to enter into Contract PWC22-22 On-Call Engineering Services, relative to Architecture, with H2M Engineers & Architects, Nassau Suffolk Engineering & Architecture, PLLC, D & B Engineering and Architects, DPC, and Mark Design Studios Architecture, P.C. for a two (2) year term, commencing on January 1, 2022 through December 31, 2023, and

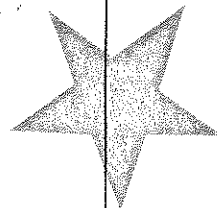
WHEREAS, the Inspector General has reviewed the Request for Proposals and the proposed vendor's disclosures, and is satisfied that the Procurement Policy has been satisfied, and

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. PWC22-22, On Call Engineering Services relative to Architecture, with H2M Engineers & Architects, Nassau Suffolk Engineering & Architecture, PLLC, D & B Engineers and Architects, DPC, and Mark Design Studios Architecture, 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



Revised By
Office of Town Attorney
Domenica Walpe

Reviewed By
Office of Town Attorney

WHEREAS, by Resolution No. 744-2021, adopted on December 7, 2021, the Town Board authorized the Department of Public Works to enter into Contract No. PWC14-22, On-Call Engineering Services Relative to Surveying, with RLT Engineering, Geology & Land Surveying, P.C., for a two-year term, from January 1, 2022 through December 31, 2023; and

WHEREAS, John P. Eiseman, Director of Survey, Senior Associate Vice President, RLT Engineering, Geology & Land Surveying, P.C., by letter dated August 25, 2023, described the scope of work to be performed under Contract No. PWC14-22, regarding land surveying services in connection with the construction of an ADA accessible entrance to Town Hall North, and requested approval to utilize Municipal Testing Laboratory, Inc., as a sub consultant for utility markout services in furtherance of said project; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated August 28, 2023, requested Town Board authorization for funds, in an amount not to exceed \$8,500.00, for RLT Engineering, Geology & Land Surveying, P.C., to provide surveying services relative to Contract No. PWC14-22, and that Municipal Testing Laboratory, Inc., be approved as a sub-consultant under Contract No. PWC14-22, relative to this assignment; and

WHEREAS, Commissioner Lenz, by said memorandum, further requested that the Comptroller be authorized to make payment of said engineering costs in an amount not to exceed \$8,500.00, with funds available in Account No. DGS H 1997 20000 000 2310 001, Project ID: 2310 TWN TWN 03; and

WHEREAS, the proposed vendor's and sub-consultant's disclosure questionnaire have been reviewed and have satisfied the Town's Procurement Policy,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, and RLT Engineering, Geology & Land Surveying, P.C., is hereby authorized to proceed with the aforementioned engineering services in connection with Contract No. PWC14-22, and that Municipal Testing Laboratory, Inc., be approved as a sub-consultant under Contract No. PWC14-22, and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed \$8,500.00, with funds to be drawn from Account No. DGS H 1997 20000 000 2310 001, Project ID: 2310 TWN TWN 03; and be it further

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

-#-

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

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

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

August 28, 2023

TO : MEMORANDUM DOCKET

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

SUBJECT: ON CALL ENGINEERING SERVICES RELATIVE TO
SURVEYING AND USE OF SUB-CONSULTANT
CONTRACT NO: PWC 14-22
ACCOUNT NO: DGS H 1997 20000 000 2310 001
PROJECT ID: 2310 TWN TWN 03

The consultant, RLT Engineering, Geology & Land Surveying, P.C., has been approved by the Commissioner of Public Works to provide engineering services under On-Call Contract No. PWC 14-22 by Resolution No. 744-2021 for the subject project. Funds have been made available by the Director of Finance.

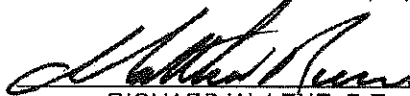
Attached is a letter dated August 25, 2023 from RLT Engineering, Geology & Land Surveying, P.C. regarding the scope of work to be performed in an amount not to exceed \$8,500.00. Services to be performed include land surveying services at Town Hall North in order to construct an ADA accesible entrance.

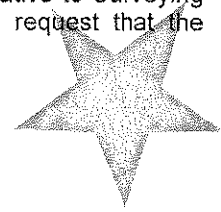
Also attached is an Availability of Funds in the amount of \$8,500.00 to satisfy said engineering costs from the Office of the Director of Finance indicating that funds are available in Account No. DGS H 1997 20000 000 2310 001, Project ID: 2310 TWN TWN 03.

The office of RLT Engineering, Geology & Land Surveying, P.C. requests to utilize Municipal Testing Laboratory, Inc. as a sub-consultant for utility markout services.

The proposed consultant and sub-consultant's disclosure questionnaires have been reviewed and have satisfied the Town's Procurement Policy.

It is hereby requested that the Town Board authorize, by Resolution, RLT Engineering, Geology & Land Surveying, P.C. under Contract No. PWC 14-22 for On-Call Engineering Services Relative to Surveying and that Municipal Testing Laboratory, Inc. be approved as a sub-consultant and request that the Comptroller be directed to issue an encumbrance order for this purpose.


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



RWL/MR/KL/lc

Attachments

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



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 PWC 14-22

Contract Period 1/1/22 - 12/31/23

Consultant/Contractor RLT Engineering, Geology & Land Surveying, P.C.

Discipline Surveying

Total Authorization \$8,500.00

Resolution No. 744-2021 Date 12/7/2021

Funded To Date \$0.00

Amount Requested \$8,500.00

Account To Be Used PID 2310 TOWN TOWN 03
DGS H 1997 20220 000 2310 001

If Capital Account, State The Related Contract Number: DGS23-278

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.

Land surveying services at Town Hall North in order to construct an ADA accessible entrance.

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 Ralph J. Roman
Title COMMISSIONER General Services
Date 8/23/23

DPW Approval

Only To Be Executed By The Commissioner

Signature Richard J. Long
Title Commissioner of Public Works
Date 8/24/23

THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

Amount Requested 8,550.00

Unencumbered Balance 120,495.31

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

Signature [Signature]

Yes ☒ No ☐
Date 8/24/23



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. PWC14-22

Contract End 1231/2023

Commencement Date 1/1/2023

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

Vendor Name and Address

RLT Engineering, Geology & Land Surveying, P.C.

235 East Jericho Tpke

Mineola, NY 11501

Requesting Town Department General Services

Contact Kalyn Lovern Phone (516)677-5834

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

Land surveying services at Town Hall North in order to construct an ADA accesible entrance.

This work order shall not exceed \$ \$8,500.00

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

Requesting Division/Department

Signature

Title

Date

Ralph J. Lovern
COMMISSIONER General Services

8/23/23

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

Signature

Richard C. Lovern
Commissioner of Public Works

Date

8/24/23

Meeting of December 7, 2021

Resolution No. 744-2021

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 Surveying was issued in accordance with the specifications contained in Contract No. PWC14-22, for a two (2) year contract term, commencing on January 1, 2022 through December 31, 2023; and

WHEREAS, in response to the aforementioned Request for Proposals, ten (10) responses were received by the Division of Engineering; and

WHEREAS, Commissioner Lenz, by said memorandum, stated that after review of the Division of Engineering's preliminary recommendations, performed in compliance with the requirements of Guidelines 6 and 9 of the Town of Oyster Bay Procurement Policy, and in conjunction with the current workload, the Department selected GdB Geospatial LS, P.C., H2M Engineers & Architects, Hirani Engineering & Land Surveying, P.C., N & P. Engineers, Architecture & Land Surveying, PLLC and RLT Engineering, Geology & Land Surveying, P.C.; and

WHEREAS, Commissioner Lenz, by said memorandum, requested Town Board authorization for the Department of Public Works/Highway to enter into Contract No. PWC14-22, On-Call Engineering Services Relative to Surveying, with GdB Geospatial LS, P.C., H2M Engineers & Architects, Hirani Engineering & Land Surveying, P.C., N & P. Engineers, Architecture & Land Surveying, PLLC and RLT Engineering, Geology & Land Surveying, P.C., for a two (2) year contract term, commencing on January 1, 2022 through December 31, 2023; and

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

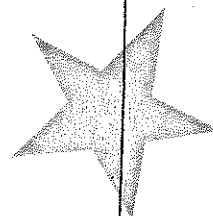
NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Department of Public Works/Highway is hereby authorized to enter into Contract No. PWC14-22, On-Call Engineering Services Relative to Surveying, with GdB Geospatial LS, P.C., H2M Engineers & Architects, Hirani Engineering & Land Surveying, P.C., N & P. Engineers, Architecture & Land Surveying, PLLC and RLT Engineering, Geology & Land Surveying, P.C., for a two (2) year contract term, commencing on January 1, 2022 terminating on 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. DePaola





RLT Engineering, Geology, and Land Surveying, P.C.

A LIRo Group Company

235 East Jericho Tpke., Mineola, NY 11501 Telephone: 516.746.2350 Facsimile 516.747.1396 www.lro.com

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

RLT ENGINEERING, GEOLOGY and LAND SURVEYING P.C. AND Town of Oyster Bay

FOR

LAND SURVEY SERVICES

September 6, 2023

Mr. Matthew Russo P.E. Deputy Commissioner
Town of Oyster Bay Department of Public Works
150 Miller Place
Syosset, New York 11791

Re: On-Call Contract PWC14-22 for Surveying Services
74 Audrey Ave. (Town Hall), Oyster Bay, NY 11771

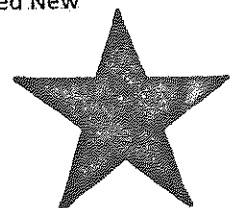
Dear Matt,

RLT Engineering, Geology & Land Surveying P.C. (RLT) is please to submit to the Town of Oyster Bay Department of Public Works (DPW) our proposal for land surveying services at Town Hall, Audrey Ave., Oyster Bay, NY.

PROJECT UNDERSTANDING: We understand that the DPW intends to construct a handicap ramp in accordance with the Americans with Disabilities Act (ADA) at Audrey Ave. RLT will provide a Map of Existing Conditions in support of design efforts for a new ADA Ramp and appurtenances along the east side of Audrey Ave as shown on the enclosed "Area to be Survey" photo and NSEA survey requirement list (RLT clarifications in blue).

SCOPE OF WORK: Office calculations and field survey work provided to map the horizontal/vertical positions of the following items: Elevations will be referenced to NAVD88.

- Spot elevations (T.O. existing door threshold, T.O. stair landing, T.O. stair treads, multiple spots along pedestrian path to side walk, T.O. Sidewalk, Bottom of pedestrian walkway, etc.); Sidewalk elevations to be stationed at 25' intervals
- Curbs, and curb cut locations; Elevations to be stationed at 25' intervals
- Material changes;
- Memorial / monument locations;
- Underground Utility locations; On-site utilities to be marked out by subcontractor
- Remaining Utility locations and types; Right-of-Way utilities to be called in to 811
- Parking spaces;
- General landscaping; and
- Areaway / equipment locations.
- Mapping, delivered in CAD files and PDF formats, will be certified by a Licensed New York State Land Surveyor.



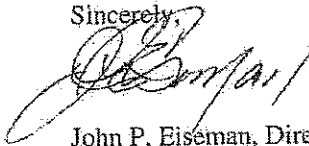
- RLT is proposing to utilize a Municipal Testing Laboratory, Inc., a private Utility Locator as a subcontractor to mark out utilities with the subject property. Utilities within the Rights-of-Way of Audrey Ave will be performed by 811 Call in.

PROPOSED COMPENSATION: We propose to provide survey services based on the above Scope of Work for a lump sum fees:

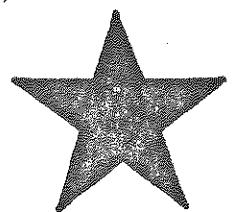
1. Map of Existing Conditions.....\$ 6,500.00
2. Municipal Testing Laboratory, Inc\$ 2,000.00

We appreciate the opportunity to submit this proposal to the Town and we look forward to working with you on this project. If you have any questions or comments, please do not hesitate to me

Sincerely,



John P. Eiseman, Director of Survey
Senior Associate Vice President



AREA TO BE
SURVEYED

Audrey Ave

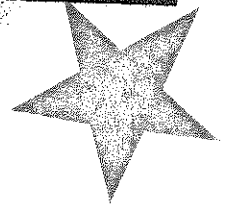
Town of Oyster Bay
Building Department

Oyster Bay Zoning
Board-Appeal

Oyster Bay Comptroller

Oyster Bay
Receiver of Taxes

2 Spring
American



Reviewed By
Office of Town Attorney
Ralph P. Deady

WHEREAS, by Resolution No. 180-2023, adopted on March 7, 2023, the Town Board awarded Contract No. HFR23-258, Requirements Contract for Fence Replacement Throughout the Town of Oyster Bay, to the Landtek Group, Inc., 105 Sweeneydale Avenue, Bayshore, New York 11706, in the total weighted bid amount of \$1,325,765.00, for a term of one (1) year, commencing on the date of the Contract award, with four (4) one (1) year extension options, and an annual budget for the initial Contract term not to exceed \$500,000.00, and authorized and directed the Town Supervisor, and/or his duly appointed designee, to sign and execute all necessary documents accordingly; and

WHEREAS, by Resolution No. 779A-2022, adopted on October 25, 2022, the Town Board designated funds in the Capital Budget for the Department of Public Works' Division of Highway Operations Capital Projects for the 2023 calendar year; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated August 24, 2023, requested an increase in funds of the initial annual budget of Contract No. HFR23-258, by an amount not to exceed \$500,000.00; and

WHEREAS, Commissioner Lenz, by said memorandum, advised that said funds are available in the Capital Budget designated funds for the Department of Public Works' Division of Highway Operations Capital Projects for the 2023 calendar year; and

WHEREAS, Commissioner Lenz, by said memorandum, further advised that the vendor's disclosure questionnaire has been reviewed, and the Town is satisfied that the standards specified within the Town of Oyster Bay Procurement Policy have been met,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Town Board hereby authorizes an increase in funds of the initial annual budget of Contract No. HFR23-258, by an amount not to exceed \$500,000.00; and be it further

RESOLVED, That the funds utilized for said additional increase shall be funds designated for the Department of Public Works' Division of Highway Operations Capital Projects for the 2023 calendar year; 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 votes 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**

August 24, 2023

TO: MEMORANDUM DOCKET

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


SUBJECT: REQUIREMENTS CONTRACT FOR FENCE REPLACEMENT
AT VARIOUS LOCATIONS THROUGHOUT THE
TOWN OF OYSTER BAY
CONTRACT NUMBER HFR23-258

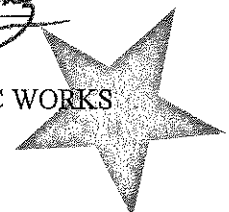
The above subject contract was awarded by Resolution 180-2023, March 7, 2023 to The Landtek Group, Inc. to perform Fence Replacement Requirements throughout the Town of Oyster Bay.

In addition the Town Board adopted Resolution No. 779A-2022 within the Capital Budget for the calendar year 2023. That Capital Budget designated funds for the Highway Division Capital Projects.

The vendors disclosure questionnaire has been reviewed and the Town is satisfied that the Procurement Policy standards have been met.

It is hereby requested the Town Board approve an increase in authorization in the amount of \$500,000.00 for Fence Replacement Requirements, contract number HFR23-258 for the remainder of the first year.


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



RWL/JCT/b

C: John C. Tassone, Chief Deputy Commissioner/DPW
Grace Santamaria, Administration

Reviewed By
Office of Town Attorney
Carol P. Haerley

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated August 25, 2025, requested that the Town Board authorize both he and Matthew Russo, P.E., Deputy Commissioner, Department of Public Works, to participate in three (3) live webinars provided by Half Moon Education, Inc. P.O. Box 278 Altoona, Wisconsin 54720-0278, as listed below, to be held on the following dates for the following tuition amounts, and to authorize and direct the Town Comptroller to issue an encumbrance order, in an amount not to exceed \$1,006.00, to provide reimbursement for tuition expenses incurred by the foregoing individuals for their participation in the live webinars, as the contents of the webinars are related to the work they perform as Commissioner and Deputy Commissioner of the Department of Public Works, and constitute the type of educational and continuing coursework necessary to maintain their respective Professional Engineer licenses in the State of New York:

Seminar: "Practical Approach to Green Roof Design & Construction"
Date: September 14, 2023
Tuition: \$638.00

Seminar: "Handling Ethical Issues in Construction Contracting"
Date: September 20, 2023
Tuition: \$150.00

Seminar: "Sustainable Asphalt Pavement"
Date: October 17, 2023
Tuition: \$218.00

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby approved, and Richard W. Lenz, P.E., Commissioner, Department of Public Works, and Matthew Russo, Deputy Commissioner, Department of Public Works, are authorized to participate in the abovementioned live webinars; and be it further

RESOLVED, That the Town Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed \$1,006.00, to provide reimbursement for the tuition expenses incurred by the foregoing individuals for their participation in the aforementioned live webinars; and be it further

RESOLVED, That the funds for the payment of said reimbursement shall be drawn from Account No. DPW A 1490 44140 000 0000; 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	Ayc
Councilwoman Johnson	Ayc
Councilman Imbroto	Ayc
Councilman Hand	Ayc
Councilman Labriola	Ayc
Councilwoman Maier	Ayc
Councilwoman Walsh	Ayc

31

w08

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

August 25, 2023

TO: MEMORANDUM DOCKET

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


SUBJECT: PROFESSIONAL ENGINEERING CONTINUING EDUCATION
ACCOUNT NO. DPW A 1490 44140 000 0000

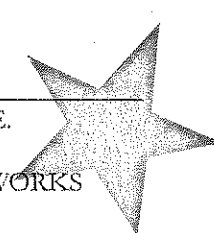
As a New York State Licensed Professional Engineer, Public Works Commissioner Richard Lenz, P.E. and Deputy Commissioner Matthew Russo, P.E. are required to attain a certain number of continuing education hours during every license term. In order to fulfill these requirements, the following seminars have been identified that is relative to the work in the Department of Public Works:

'Practical Approach to Green Roof Design and Construction'	September 14, 2023	Tuition: \$638.00
'Handling Ethical Issues in Construction Contracting'	September 20, 2023	Tuition: \$150.00
'Sustainable Asphalt Pavement'	October 17, 2023	Tuition: \$218.00

The courses are live webinars presented by HalfMoon Education, Inc., which is an approved sponsor of continuing education for engineers in New York State. The attached flyers document the topics that will be covered, at a total cost of \$1006.00.

It is requested that the Town Board authorize Richard Lenz, P.E. and Matthew Russo, P.E. to take these courses and to direct the Office of the Comptroller to issue an encumbrance order to provide reimbursement in the amount of \$1,006.00, utilizing Account No. DPW A 1490 44140 000 0000.


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



RWL/MR/lc

Attachments

c: Steven Ballas, Comptroller

DOCKET RUSSO GREEN ROOF, ETHICS, PAVEMENT COURSES

Agenda

Green Roofs are the Best Stormwater Management Tool on Structures

Understanding the basics of modern green roof technology

Stormwater management- the #1 reason for green roofs

- Additional benefits that come with green roofs like:
- Absorption of pollutants
- Heat island reduction
- Increased insulation
- Increased plant and animal habitat
- Lower energy costs
- Aesthetic benefits
- Amenity space, life-work balance

25 Years of Green Roof Research in North America

Take-away from over 1,000 research papers in North America alone

Advantages and disadvantages of green roof research
Why is North America data driven in regards to green roofs but not in regards to sustainable forestry, reforestation, or lawn management?

Why every structure should be designed with a green roof in mind

Green Roof Types - Blue Green Roofs - Solar Garden Roofs
Key requirements every structure and/or roof shall meet
Seamless from extensive green roofs to intensive green roofs
Photovoltaic and renewable energy sources combine with green roofs
Recreational green roofs with or without farming options
Are green roofs prepared for climate change?

What Make Plants Grow and Increases Resilience?

The relationship between roof and leaves
Native plants and green roofs
Dirt or engineered soil
How much plastic is needed to build a green roof?
Plant selection for different green roof types
Why irrigation can be counterproductive

Green Roof Construction - Jumping through Hoops

Green roof installers and their daily challenges
Availability of green roof materials and components
Logistic and construction site management
Roofing warranties and green roof warranties
Maintenance

Green Roof Maintenance Case Studies

Commercial, institutional, and residential applications

Can't Attend? Order the Webinar as an On-Demand Package!

Recordings of this webinar are available for purchase. See course listing online for more information and please refer to specific state licensing rules or certification requirements to determine if this learning method is eligible for continuing education credit.

Practical Approach to Green Roof Design and Construction

Live, Interactive Webinar - Thursday, September 14, 2023



HalfMoon Education Inc.
PO Box 278
Altoona, WI 54720-0278

NON-PROFIT
U.S. POSTAGE PAID
EAU CLAIRE, WI
PERMIT NO. 2016

Learning Objectives

You'll be able to:

Discuss stormwater management and the other benefits of green roofs.

Explore the results of 25 years of research on green roofs in North America.

Discuss different types of green roofs, including extensive and intensive green roofs.

Consider integrating a renewable energy system with a green roof.

Get tips on types of soils and plants for use on green roofs.

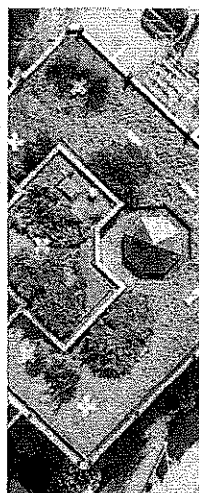
Consider issues that can arise during construction.



HalfMoon Education Live Webinars

Practical Approach to Green Roof Design and Construction

Live, Interactive Webinar - Thursday, September 14, 2023



Discuss the importance of green roofs as stormwater management tools

Examine additional benefits such as absorption of pollutants and heat island reduction

Evaluate 25 years of green roof research in North America

Learn about green roof types, blue green roofs and solar garden roofs

Select plants for different green roof types and learn why irrigation can be counterproductive

Examine actual green roof maintenance case studies

Continuing Education Credits

Professional Engineers

6.0 PDHs

Architects

6.0 HSW CE Hours

6.0 AIA LU | HSW

Landscape Architects

6.0 HSW CE Hours

6.0 LA CES HSW PDHs

International Code Council

5 CEUs (Building)



PREFERRED
EDUCATION
PROVIDER



Continuing
Education
Provider



HalfMoon Education Inc.
www.halfmoonseminars.org

Webinar Information

Log into Webinar
8:00 - 8:30 am CDT

Morning Session
8:30 am - 12:00 pm CDT

Break
12:00 - 12:30 pm CDT

Afternoon Session
12:30 - 3:30 pm CDT

Tuition

\$319 for individual registration
\$289 for two or more registrants from the same company at the same time.
Included with your registration: PDF seminar manual.

How to Register

- Visit us online at www.halfmoonseminars.org
- Call customer service at 715-835-5900

Webinars are presented via GoToWebinar. Instructions and login information will be provided in an email sent close to the date of the webinar. For more information, please visit our FAQ section of our website, or visit www.gotowebinar.com.

Cancellations: Cancel at least 48 hours before the start of the webinar, and receive a full tuition refund, minus a \$39 service charge for each registrant. Cancellations within 48 hours will receive a credit toward another webinar or the self-study package. You may also authorize another person to take your place.

Faculty

Joerg Breuning

Unlike others, Mr. Breuning is one of a few innovative people on earth who actively shaped the beginning of the modern green roof industry in Europe/Germany more than four decades ago. In addition, he introduced green roofs to North America in 1999. Thus, he has over 40 years of experience in two fundamentally different markets for green roofs and green walls. Today, his skills in biophilic design and sustainable engineering go beyond green roofs and include specialties with living plants like solar garden roofs, green walls, green railroad tracks, natural swimming pools, sustainable product and resilient system development, plastic-free green roofs, and solutions for circular economy through urban mining.

Pete Ellis

Mr. Ellis is Recover Green Roofs' chief estimator and senior project manager. He is an accredited green roof professional with over 15 years of experience in the commercial and residential green roof construction industry. Mr. Ellis' extensive experience allows him to handle large-scale commercial projects and the development of complex green infrastructure projects. As a green roof expert and innovator, his leadership has left its mark on projects throughout the nation and beyond, with projects throughout the Northeast, Midwest, Southern United States and United Kingdom. Mr. Ellis has a strong focus on collaboration and strategic design thinking, his experience and network are often leveraged to bring together disparate project stakeholders, to better meet the needs and expectations of his clients and community. He is a mentor for the next generation and is dedicated to the proliferation of green infrastructure and nature-based solutions in our built environment.

Credit Information

This webinar is open to the public and is designed to qualify for 6.0 PDHs for professional engineers, 6.0 HSW continuing education hours for licensed architects, and 6.0 HSW continuing education hours for landscape architects in all states that allow this learning method. Please refer to specific state rules to determine eligibility.

Halfmoon Education is an approved continuing education sponsor for engineers in Florida (Provider No. 0004647), Indiana (License No. CE21700059), Maryland, New Jersey (Approval No. 24GP0000700) and North Carolina (S-0130). Halfmoon Education is deemed an approved continuing education sponsor for New York engineers, architects, and landscape architects via its registration with the American Institute of Architects Continuing Education System (Regulations of the Commissioner 965.14(0)(2), 969.6(0)(2) and 979-1.5(0)(2)). Other states do not preapprove continuing education providers or courses.

The American Institute of Architects Continuing Education System has approved this course for 6.0 HSW PDHs (Sponsor No. J885). Only full participation is reportable to the AIA/CES.

The Landscape Architecture Continuing Education System has approved this course for 6.0 HSW PDHs. Only full participation is reportable to the LA CES.

The International Code Council has approved this event for 6 CEUs in the specialty area of Building (Preferred Provider No. 1232).

Attendance will be monitored, and attendance certificates will be available after the webinar for those who attend the entire course and score a minimum 80% on the quiz that follows the course (multiple attempts allowed).

On-Demand Credits

The preceding credit information only applies to the live presentation. This course in an on-demand format may not be eligible for the same credits as the live presentation, please consult your licensing board(s) to ensure that a structured, asynchronous learning format is appropriate. The following pre-approvals may be available for the on-demand format upon request:

6.0 HSW PDHs (LA CES)
6.0 HSW PDHs (LA CES)

Learn More and Register:

www.halfmoonseminars.org
Customer Service (715) 835-5900 Ext. 1



or scan here

Can't Attend? Order the Webinar as an On-Demand Package!
Recordings of this webinar are available for purchase. See details online for more information and please refer to specific state licensing rules or certification requirements to determine if this learning method is eligible for continuing education credit.

Additional Learning

AIA Contract Document Workshop

- Friday, August 18, 2023 | 8:30 am - 4:30 pm CDT
Complying With the International Existing Building Code
- Friday, August 18, 2023 | 9:00 am - 5:00 pm CDT

All-Electric Commercial Buildings

- Tuesday, August 22, 2023 | 9:00 am - 4:00 pm CDT

Construction Site Grading and Drainage

- Tuesday, August 22, 2023 | 9:00 am - 4:30 pm CDT

Retaining Wall Design and Slope Stabilization Techniques

- Tuesday, August 22, 2023 | 8:30 am - 4:15 pm CDT

National Electrical Code 2023: Grounding and Bonding

- Wednesday, August 30, 2023 | 8:30 am - 5:00 pm CDT

Single-Family National Green Building Standard

- Wednesday, August 30, 2023 | 9:00 am - 4:30 pm CDT

Slope Stabilization and Landslide Prevention

- Thursday, September 7, 2023 | 8:30 am - 5:00 pm CDT

Reducing Climate Impact of Refrigerants

- Thursday, September 7, 2023 | 10:00 am - 12:15 pm CDT

Dangerous Buildings:

A Moisture, Mold, and Air Quality Epidemic

- Wednesday, September 13, 2023 | 10:00 am - 12:00 pm CDT

Road to Net-Zero Water: Alternate Sources for Irrigation

- Wednesday, September 13, 2023 | 2:00 - 4:00 pm CDT

Biostabilization Improvements

- Thursday, September 14, 2023 | 10:00 am - 12:00 pm CDT

Handling Ethical Issues in Construction Contracting

- Wednesday, September 20, 2023 | 9:00 - 10:00 am

Reducing Upfront Carbon Emissions

- Thursday, September 21, 2023 | 10:00 am - 12:15 pm CDT

Deep Dive into Invasive Landscape Plants

- Tuesday, September 26, 2023 | 9:00 - 10:30 am CDT

Deep Energy Retrofits -Upgrading HVAC and Ventilation Equipment

- Wednesday, September 27, 2023 | 9:00 - 11:00 am CDT

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Boards of Engineering: Florida (No. 0004647), Indiana (License No. CE21700059), Maryland, New Jersey (Approval No. 246P0000700), and North Carolina (No. S-0130).
Course-by-Course Providers:
Association of State Floodplain Managers
International Society of Arboriculture
Society of American Foresters
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Completion certificates will be awarded to participants who complete these events, and earn a passing score (80%) on the quiz that follows the presentation (multiple attempts allowed).

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Ten webinars that each take a look at a single subject



1. Reducing Climate Impact of Refrigerants
2. Circular Construction: Sustainable Structures through Design and Deconstruction
3. Dangerous Buildings:
A Moisture, Mold, and Air Quality Epidemic
4. Road to Net-Zero Water: Alternate Sources for Irrigation
5. Biostabilization Improvements
on Steep to Moderate Slopes
6. Handling Ethical Issues in Construction Contracting
7. Reducing Upfront Carbon Emissions from Building Materials
8. Deep Dive into Invasive Landscape Plants
9. Deep Energy Retrofits -
Upgrading HVAC and Ventilation Equipment
10. Designing Higher-R-Wood-Framed and Concrete Residential Assemblies for Northern Climates

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1. Reducing Climate Impact of Refrigerants

Tuition: \$109

Thursday, September 7, 2023 | 10:00 am - 12:15 pm CDT

Credits: Professional Engineers: 2.0 PDHs Architects: 2.0 HSW CE Hours
ALA: 2.0 LU | HSW* International Code Council: 2 CEUs (Sustainability)**

Agenda Highlights:

- Introduction to refrigerants
- A brief history of refrigerants
- Global growth of refrigerant applications
- Environmental impacts: ozone depletion and global warming potential
- Reducing refrigerant leaks
- Split vs. monobloc systems
- Next-generation refrigerants: opportunities and challenges
- Electrification and refrigerant impacts
- CO2 as a refrigerant

Presented by Jon Harrod, Ph.D., *Founder, Sung Planet*

23 USCKRER 9.7 WEBA LH

2. Circular Construction: Sustainable Structures through Design and Deconstruction

Tuition: \$109

Tuesday, September 12, 2023 | 10:00 am - 12:00 pm CDT

Credits: Professional Engineers: 2.0 PDHs Architects: 2.0 HSW CE Hours
ALA: 2.0 LU | HSW* International Code Council: 2 CEUs (Sustainability)**

Agenda Highlights:

- Building deconstruction
- Prefabrication and modular construction
- Adaptive reuse
- Sustainable wood and other reclaimed materials
- Designing for disassembly

Presented by David Benmink *Owner at RE-USE Consulting*

23 USCKCON 9.12 WEBA AP

3. Dangerous Buildings:

Tuition: \$109

Wednesday, September 13, 2023 | 10:00 am - 12:00 pm CDT

Credits: Professional Engineers: 2.0 PDHs Architects: 2.0 HSW CE Hours
ALA: 2.0 LU | HSW* International Code Council: 2 CEUs (Building)**

Agenda Highlights:

- Recognize causes and sources of water damage in building materials and identify the potential for and types of microbial toxin hazards
- Identify various mold and air testing principles and processes, and analyze their strengths and weaknesses
- Describe remedies and remediation protocols, while identifying challenges and best practices for preventing and removing water damaged building materials
- Analyze various design, construction, and maintenance strategies for moisture management and healthy air quality
- Questions and discussion

Presented by Cheryl Ciesko *Architect, ALA, LEED AP*

23 USCKDGS 9.13 WEBA LH

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4. Road to Net-Zero Water: Alternate Sources for Irrigation

Tuition: \$109

Wednesday, September 13, 2023 | 2:00 - 4:00 pm CDT

Credits: Professional Engineers: 2.0 PDHs Architects: 2.0 HSW CE Hours
ALA: 2.0 LU | HSW* Landscape Architects: 2.0 HSW CE Hours LA CES: 2.0 HSW PDHs*

Agenda Highlights:

- Evaluating available alternate resources in terms of cost and level of difficulty
- Net zero water concepts
- Case studies: Santa Monica City Hall East (net zero water building), Magic Johnson Park (stormwater recycling), Cleveland Clinic Abu Dhabi (greywater/condensate)
- Strategies beyond active piped irrigation systems

Presented by Gary J. Lai *P.E., ASLA, LEED AP BD+C, ILLIUSC Ambassador, USGBC-CA Board*

23 USBD2NW 9.13 WEBA SC

5. Biostabilization Improvements on Steep to Moderate Slopes

Tuition: \$109

Thursday, September 14, 2023 | 10:00 am - 12:00 pm CDT

Credits: Professional Engineers: 2.0 PDHs Architects: 2.0 HSW CE Hours
ALA: 2.0 LU | HSW* Landscape Architects: 2.0 HSW CE Hours LA CES: 2.0 HSW PDHs*

Agenda Highlights:

- Role of vegetation in slope stability
- When to use vegetation for stabilization vs. combined methods
- Techniques for vegetated slope stabilization
- Methods for combined structure/vegetation stabilization

Presented by Curran E. Mahoney *Engineering Geologist*

23 USBDOPS 9.14 WEBA WH

6. Handling Ethical Issues in Construction Contracting

Tuition: \$75

Wednesday, September 20, 2023 | 9:00 - 10:00 am

Credits: Professional Engineers: 2.0 PDH Architects: 1.0 HSW CE Hour
ALA: 1.0 LU | HSW* International Code Council: 1 CEU (Administration)**

Agenda Highlights:

- Prioritizing impartial, merit-based award of construction contracts
- Ensuring honesty, integrity, fair-dealing and quality assurance
- Creating a system of internal practices promoting contract compliance and ethical practices

Presented by Steven Nadelman *Partner, Greenbaum, Rose, Smith & Davis, LLP*

23 USBDTHC 9.20 WEBA AM

7. Reducing Upfront Carbon Emissions from Building Materials

Tuition: \$109

Thursday, September 21, 2023 | 10:00 am - 12:15 pm CDT

Credits: Professional Engineers: 2.0 PDHs Architects: 2.0 HSW CE Hours
ALA: 2.0 LU | HSW* International Code Council: 2 CEUs (Sustainability)**

Agenda Highlights:

- What are upfront carbon emissions?
- Why are upfront emissions so important for the climate?
- How are these emissions calculated?
- What building materials are the biggest sources?
- How can we reduce upfront emissions?
- How will tackling upfront emissions affect cost and energy efficiency?

Presented by Jon Harrod, Ph.D., *Founder, Sung Planet*

23 USBDKRG 9.21 WEBA LH

8. Deep Dive into Invasive Landscape Plants

Tuition: \$109

Tuesday, September 26, 2023 | 9:00 - 10:30 am

Credits: Professional Engineers: 1.5 PDHs Architects: 1.5 HSW CE Hours
ALA: 1.5 LU | HSW* Landscape Architects: 1.5 HSW CE Hours LA CES: 1.5 HSW PDHs*

Agenda Highlights:

- Basic invasive plant definitions
- Common invasive plants of the Midwest
- Human influences that affect the spread of invasive plants
- Invasive plant control
- Restoring ecological sites and designing to resist invasion

Presented by

Dr. Michael Lipzak, Ph.D., *Senior Ecologist at EnviroScience, Inc.*

23 USBDHP 9.26 WEBA PW

9. Deep Energy Retrofits - Upgrading HVAC and Ventilation Equipment

Tuition: \$109

Wednesday, September 27, 2023 | 9:00 - 11:00 am CDT

Credits: Professional Engineers: 2.0 PDHs Architects: 2.0 HSW CE Hours
ALA: 2.0 LU | HSW* International Code Council: 2 CEUs (Energy)**

Agenda Highlights:

- Identifying HVAC and ventilation systems
- Reducing heating/cooling loads
- Identifying system/equipment options
- Improving air/heat/cold distribution
- Recovery and reuse
- Efficient controls

Presented by Punit Shah, *P.E., CEM Vice President, New York Bright Power, Inc.*

23 USBDHPN 9.27 WEBA SC

10. Designing Higher-R Wood-Framed and Concrete Residential Assemblies for Northern Climates

Tuition: \$109

Friday, September 29, 2023 | 2:30 - 4:30 pm CDT

Credits: Professional Engineers: 2.0 PDHs Architects: 2.0 HSW CE Hours
ALA: 2.0 LU | HSW* International Code Council: 2 CEUs (Building)**

Agenda Highlights:

- Learn which IECC climate zones are predominantly cold and need more heating energy
- Examine modern IECC R-values for mixed climate zone 4 and cold zones 5, 6, 7 and 8
- Compare the R-values and airtightness of different insulations and building materials
- Understand how to estimate average assembly R-values to account for framing members
- Review formulas for estimating thermal conduction impact on heat loss
- and HVAC heating capacity

Examine modern IECC airtightness and testing requirements

Learn about air barriers and how they are sealed to each other

Review formulas for estimating air leakage impact on heat loss and HVAC heating capacity

Study modifications of common assemblies to achieve modern IECC R-value requirements

Compare average R-values and condensation potentials with various insulation strategies

Learn how to reduce cold-weather condensation potentials in new high-R assemblies

Understand why to be cautious when increasing R-values in older assemblies

Learn how to assess estimates of HVAC capacity and annual heating energy use

Presented by John F. Robbins *CEM/CSDP Energy Consultant in Morning View, NY*

23 USHWCA 9.29 WEBA CP

*Live course approval. Pre-approval for on-demand format may be available upon request.

**Live course approval. Not approved for on-demand format.

Credit and Webinar Information

Continuing Education Credit Information

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Course-by-Course Providers:
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International Society of Arboriculture
Society of American Foresters

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1. Designing High Performing Traffic Bearing Surfaces
2. Proctor Compaction Tests in Construction
3. Airflow in Forced Air Systems
4. Multi-Family Residential Key Accessibility Components: Fair Housing and IBC/ICC A117.1 2009
5. How to Design and Construct a Diaphragm Wall
6. Sustainable Asphalt Pavement
7. Residential Wall Bracing
8. How to Design and Construct a Cantilever Retaining Wall
9. Understanding NSPE Engineering Code of Ethics

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1. Designing High Performing Traffic Bearing Surfaces

Wednesday, October 4, 2023 | 9:00 am - 12:15 pm CDT
Credits: Professional Engineers: 3.0 PDHs Architects: 3.0 HSW CE Hours
LA CES: 3.0 HSW PDHs*

Tuition: \$150

Agenda Highlights:

- Geosynthetics and Roadway Applications
- The Products and How They Perform
- Testing and Performance Data
- Drainage and Traffic Bearing Surface Performance
- Roadways and Drainage Channels
- Roadways and Slope Protection
- Case Studies

Presented by Peter M. Marzhan, CREC
Certified Professional in Erosion and Sediment Control at Hampton Environmental, LLC

23 USPEETS 10.4 WEBR LH

2. Proctor Compaction Tests in Construction

Wednesday, October 4, 2023 | 10:00 am - 12:00 pm CDT
Credits: Professional Engineers: 2.0 PDHs Architects: 2.0 HSW CE Hours
ALA: 2.0 LU|HSW* Landscape Architects: 2.0 HSW CE Hours LA CES: 2.0 HSW PDHs*

Tuition: \$109

Agenda Highlights:

- Purposes and benefits of soil compaction in construction
- What a Proctor compaction test is and when it is used
- The standard Proctor and the modified Proctor
- Proctor compaction test procedure
- Understanding compaction results
- Reading compaction curves
- Tips and troubleshooting

Presented by David Hermanson, Engineer at Hillis-Carnes Engineering Associates, Inc.

23 USPEETS 10.4 WEBR WL

3. Airflow in Forced Air Systems

Thursday, October 5, 2023 | 10:00 am - 12:15 pm CDT
Credits: Professional Engineers: 2.0 PDHs Architects: 2.0 HSW CE Hours
ALA: 2.0 LU|HSW* International Code Council: 2 CEUs (Building)**

Tuition: \$109

Agenda Highlights:

- Why is airflow important?
- Airflow terms and principles
- Velocity, volume, and mass flow
- Sensible and latent heat transfer
- Static pressure
- Duct system components
- Fans and air handlers
- Filters
- Grilles, registers, diffusers
- Measuring and adjusting airflow
- Static pressure budgets
- Troubleshooting airflow problems

Presented by Jon Harrod, Ph.D.
Contractor, Author, GreenSource Advocate and Founder of Smart Therat

23 USPEETS 10.4 WEBR LH

*Live course approval. Pre-approval for on-demand format may be available upon request.
**Live course approval. Not approved for on-demand format.

4. Multi-Family Residential Key Accessibility Components: Fair Housing and IBC/ICC A117.1 2009

Wednesday, October 11, 2023 | 9:00 - 11:00 am CDT
Credits: Professional Engineers: 2.0 PDHs Architects: 2.0 HSW CE Hours
ALA: 2.0 LU|HSW* International Code Council: 2 CEUs (Accessibility)**

Tuition: \$109

Agenda Highlights:

- Explore and understand applicable building code requirements for multi-family residential new construction projects including applicable referenced standards
- Obtain insight on differences in a project to government and/or privately funded
- Identify accessible route and common area barriers from site to entrance, parking, amenity for residents, and the leased areas such as retail, offices, and other facilities
- Gain awareness of the variations between Type A and Type B Dwelling Units including critical requirements for bathrooms and kitchens
- Recall best practices to follow during construction to avoid issues during final walk through

Presented by Leah Riley, Managing Senior Code Consultant, Burkhart Nationwide, Chicago

23 USPEETS 10.11 WEBR LH

5. How to Design and Construct a Diaphragm Wall

Friday, October 13, 2023 | 9:00 am - 12:00 pm CDT
Credits: Professional Engineers: 3.0 PDHs Architects: 3.0 HSW CE Hours
ALA: 3.0 LU|HSW* International Code Council: 3 CEUs (Building)**

Tuition: \$159

Agenda Highlights:

- Functions of diaphragm walls
- Benefits and drawbacks
- Construction of guide wall
- Excavation
- Concreting
- Case studies

Presented by Gail Lohs, P.E. Project Engineer at Geocomp, Inc. in Acorn, MA

23 USPEETS 10.13 WEBR CP

6. Sustainable Asphalt Pavement

Tuesday, October 17, 2023 | 1:00 - 3:00 pm CDT
Credits: Professional Engineers: 2.0 PDHs Architects: 2.0 HSW CE Hours
ALA: 2.0 LU|HSW* Landscape Architects: 2.0 HSW CE Hours LA CES: 2.0 HSW PDHs*

Tuition: \$109

Agenda Highlights:

- Life-cycle cost analysis (LCCA)
- Carbon footprint
- Energy consumption
- Sustainable materials
- Recycled asphalt (RAP and PAS)
- Warm-mix asphalt
- Local environmental preservation enhancement

Presented by Shararath Shrivastava, Ph.D., Assistant Professor at Appalachian State University

23 USPEETS 10.17 WEBR NP

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7. Residential Wall Bracing

Thursday, October 19, 2023 | 2:00 - 5:15 pm CDT
Credits: Professional Engineers: 3.0 PDHs Architects: 2.0 HSW CE Hours
ALA: 3.0 LU|HSW* International Code Council: 3 CEUs (Building)**

Tuition: \$159

Agenda Highlights:

- What is wall bracing?
- Purpose of wall bracing
- Complying with residential building codes and standards
- IRC
- Lateral forces and load paths
- Wind and seismic bracing requirements
- Wall bracing case studies and workshop

Presented by Marcus E. Woods, Woods Residential Engineering & Inspection

23 USPEETS 10.19 WEBR SC

8. How to Design and Construct a Cantilever Retaining Wall

Thursday, October 26, 2023 | 1:00 - 3:00 pm CDT
Credits: Professional Engineers: 2.0 PDHs Architects: 2.0 HSW CE Hours
ALA: 2.0 LU|HSW* Landscape Architects: 2.0 HSW CE Hours LA CES: 2.0 HSW PDHs*

Tuition: \$109

Agenda Highlights:

- Cantilever walls, their applications and components
- Design processes of a cantilever retaining system
- Cast in place vs precast cantilever retaining walls
- Hydraulic pressure, effects on wall behavior and pressure relief systems
- External and internal stability of a cantilever system
- Field applications and examples
- Case studies

Presented by Rajendra Meriya, P.E., Dakt Logistics

23 USPEETS 10.26 WEBR PW

9. Understanding NSPE Engineering Code of Ethics

Friday, October 27, 2023 | 11:30 am - 12:00 pm CDT
Credits: Professional Engineers: 1.0 PDH (Ethics) (does not qualify in NY)

Tuition: \$75

Agenda Highlights:

- Introduction
- Ethics
- NSPE resources
- Diversity of the Code
- Fundamental canons
- Professional obligations
- Selected specific issues
- Contingent fees
- Political contributions and other political activity
- Recruiting engineer from another employer
- Professional reports, statements and testimony
- Indemnification clauses

Presented by James R. Mozingo, Principle in the Mississippi law firm of Mozingo|Quarles, PLLC

23 USPEETS 10.27 WEBR AM

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WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated August 25, 2023, advised that LiRo Engineers, Inc., by letter dated July 13, 2023, informed the Department that it made a final inspection of the work performed pursuant to Contract No. DP22-232, Borella Field Synthetic Turf Fields Infield Installation, Plainview, New York, certified that the contractor, The LandTek Group, Inc., 105 Sweeneydale Avenue, Bay Shore, New York 11706, complied with all of the requirements of the Contract and recommended that the Town accept said Contract as having been completed; and

WHEREAS, Commissioner Lenz, by said memorandum, further advised that LiRo Engineers, Inc. informed the Department, by letter dated July 13, 2023, of an increase/decrease in quantities, relative to the Construction Phase of Contract No. DP22-232, for a total net decrease in the amount of \$29,293.94; 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. DP22-232, for a total net decrease in the amount of \$29,293.94;

WHEREAS, final construction costs were in the amount of \$1,024,504.94; and

WHEREAS, Commissioner Lenz, by said memorandum, concurred with the LiRo Engineers, Inc. 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 4, 2022, and to be completed within forty five (45) calendar days, on December 18, 2022, with a revised completion date of March 31, 2023, after weather delays, excessive moisture, change orders requested by the Town and lead time for materials with work completed, actually, on March 31, 2023; and

WHEREAS, the Office of the Town Attorney, by memorandum dated August 10, 2023 and the Office of the Town Comptroller, by memorandum dated August 15, 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, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated August 23, 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. DP22-232, for a net decrease, in the amount of \$29,293.94; and be it further

Reviewed By
Office of Town Attorney

RESOLVED, That upon the recommendations as hereinabove set forth, Contract No. DP22-232, is hereby accepted as being complete, at a final construction cost of \$1,024,504.94, 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

August 25, 2023

TO: MEMORANDUM DOCKET

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

SUBJECT: CHANGE ORDER NO. 2, QUANTITY DECREASE, EXTENSION OF TIME
AND FINAL ACCEPTANCE
BORELLA FIELD SYNTHETIC TURF FIELDS INFIELD INSTALLATION, PLAINVIEW, NY
CONTRACT NO.DP22-232

Attached is the final acceptance letter, with backup, from LiRo Engineers, Inc., dated July 13, 2023, concerning a Quantity Decrease in the amount of \$89,390.00 and Change Order No. 2 with a total increase in the amount of \$29,293.94. Said Quantity Decrease and Change Order No. 2, resulting in a total net decrease in the amount of \$60,096.06 as explained by the consultant in this correspondence.

Attached herewith is also:

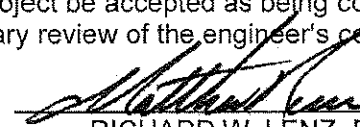
1. A letter dated July 13, 2023 from LiRo Engineers, Inc. recommending final acceptance by the Town of Oyster Bay;
2. The consultant's final engineer's certificate for The LandTek Group, Inc., dated August 7, 2023;
3. A statement from the Town Attorney's office indicating there are no legal hindrances;
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.

Also attached is a letter from The LandTek Group, dated March 1, 2023, requesting an extension of time for this project at no additional construction cost to the Town of Oyster Bay. The completion date was December 18, 2022, but work was delayed due to weather-related delays, excessive moisture, change order requested by the Town of Oyster Bay and lead time for materials, as the contractor references in said letter. LiRo Engineers Inc. recommends extension of the completion date to March 31, 2023.

Work under this contract was directed to proceed as of November 4, 2022 and completed within 45 calendar days on December 18, 2022. Actual work was completed on March 31, 2023 in accordance with the extension of time.

Final construction costs amount to \$1,024,504.94.

We hereby concur with LiRo Engineers, Inc. that Change Order No. 2, Quantity Decrease and Extension of Time be approved and that this project be accepted as being completed and that all final payments be made to the contractor after the customary review of the engineer's certificate and claim by the Comptroller


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

RWL/MR/SC/lc

Attachments

cc: Steven C. Ballas, Town Comptroller

Joseph G. Pinto, Commissioner/Parks

DP22-232_Borella_Final Acceptance + QI,CO,EXT



LiRo Engineers, Inc.

A LiRo Group Company

235 East Jericho Tpke, Mineola, NY 11501 Telephone 516.746.2350 Facsimile 516.747.1396 www.lirc.com

July 13, 2023

Town of Oyster Bay DPW
150 Miller Place
Syosset, NY 11791
Attn.: Sunita Chakraborti

Re: Borella Field Synthetic Turf Fields Infield Installation
Plainview, NY
Contract No. DPW22-232 Bid No. PW036-22
LiRo Project 22-054-0424.02
Quantity Adjustment, Change Order #2 – Sod restoration of disturbed areas and extension of time request.

Dear Ms. Chakraborti,

LiRo is making the recommendation to the Town to approve Change Order # 2 for the above referenced project. LiRo recommends the work outlined for Item No. 1 in the amount of \$17,675.00 be approved for rerouting the irrigation system around the infields of fields 2 and 3. LiRo recommends the work outlined for Item No. 2 in the amount of \$11,618.94 be approved for sodding the disturbed areas to allow fields to be ready for baseball. LiRo recommends the above change order in the total amount of \$29,293.94 be approved for LandTek.

The original bid amount for this contract was \$1,033,650.00. The final contract quantities were tabulated and provided in the attached Increase/Decrease Notification No. 1 for a decrease of \$89,390.00. Based upon this we recommend the Town accept the credit as provided. The new and final contract value, including Increase/Decrease notification No 1 and authorized change orders #1 and #2, after approval by the Town Board will be \$1,024,504.94.

The contract required the construction to be completed within 45 calendar days after authorization. The start date was November 4, 2022 and was scheduled to be completed on December 18, 2022. The actual completion occurred on March 31, 2023. The weather, change orders and supply chain issues for the synthetic turf fields caused delays in the contractor's original schedule. We recommend the Town accept the extension of time request.

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

Please contact us should you have any questions, or require any additional information.

Very truly yours,
LiRo ENGINEERS, INC.

Kenneth Holmstrom, P.E.
Vice President, Engineering



The LiRo Group

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

BORELLA FIELD SYNTHETIC TURF FIELDS INFIELD INSTALLATION

CONTRACT NO.: PWC07-22 (DP22-232)

QUANTITY INCREASES / DECREASES

Dated: 15 JUNE 2023

Contractor: LandTek Group, Inc.

Item No.: As Listed Below

Resident Representative: Carlos Romero

AUTHORIZED CHANGE: QUANTITY INCREASES AND DECREASES

DECREASES

ITEM 12B-M*:	Furnish and Lay Smooth Interior Corrugated Polyethylene Pipe	
	Decrease Estimated Quantity From 110 LF to 0 LF	
	Decrease in cost of 110 LF @ Unit Price Bid of \$30 =	\$ (3,300.00)

Reason: The item quantity decreased due pipe installed was paid under Items 701 and change order 1.

ITEM 117*:	Vinyl Clad Chain Link Fence – 6' HT., 2" Mesh	
	Decrease Estimated Quantity From 490 LF to 130 LF	
	Decrease in cost of 360 LF @ Unit Price Bid of \$10 =	\$ (3,600.00)

Reason: The item quantity decreased due to the actual field conditions required less construction fence.

ITEM 701A:	Field 1	
	Decrease Estimated Quantity From 14,590 SF to 13,300 SF	
	Decrease in cost of 1,290 SF @ Unit Price Bid of \$16.50 =	\$ (21,285.00)

Reason: The item quantity decreased due to final installed area less than designated on plans.

ITEM 701B:	Field 2	
	Decrease Estimated Quantity From 27,340 SF to 24,900 SF	
	Decrease in cost of 2,440 SF @ Unit Price Bid of \$15.00 =	\$ (36,600.00)

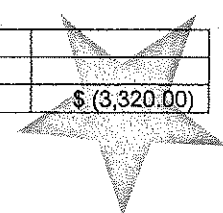
Reason: The item quantity decreased due to final installed area less than designated on plans.

ITEM 701C:	Field 3	
	Decrease Estimated Quantity From 14,990 SF to 13,700 SF	
	Decrease in cost of 1,290 SF @ Unit Price Bid of \$16.50 =	\$ (21,285.00)

Reason: The item quantity decreased due to final installed area less than designated on plans.

ITEM 701-S:	Field Striping	
	Decrease Estimated Quantity From 1,870 LF to 1,040 LF	
	Decrease in cost of 830 LF @ Unit Price Bid of \$4.00 =	\$ (3,320.00)

Reason: This item decreased due to the actual field conditions required less striping.





The LiRo Group

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

BORELLA FIELD SYNTHETIC TURF FIELDS INFIELD INSTALLATION

CONTRACT NO.: PWC07-22 (DP22-232)

QUANTITY INCREASES / DECREASES

Dated: 15 JUNE 2023

Contractor: LandTek Group, Inc.

Item No.: As Listed Below

Resident Representative: Carlos Romero

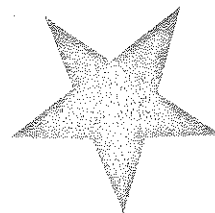
AUTHORIZED CHANGE: QUANTITY INCREASES AND DECREASES

PROJECT SUMMARY

Bid Amount:	- \$ 1,033,650.00
Reserve Amount:	- \$ 0
Sub Total:	- \$ 1,033,650.00
Notification No. 1 (TBR Pending)	- \$ (89,390.00)
Authorized Change Order 1 (Reso 151-2023)	- \$ 50,951.00
Authorized Change Order 2 (TBR Pending)	- \$ 29,293.94
Final Construction Cost	- \$ 1,024,504.94

Signed By: _____

Kenneth Holmstrom, P.E.
Vice President
The LiRo Group



TOWN OF OYSTER BAY DEPARTMENT OF PUBLIC WORKS
BORELLA FIELD SYNTHETIC TURF FIELDS INFIELD INSTALLATION, PLAINVIEW N.Y.

Contract No. DP22-232
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

Rerouting of irrigation for field 2 and 3 due to interference with new drainage system.

TOTAL COST OF ITEM NO. 1: + \$17,675.00

Item No. 2

Supply and install sod at all three (3) fields in the area that transitions from the synthetic turf to existing natural turf outfields.

TOTAL COST OF ITEM NO. 2: + \$11,618.94

TOTAL COST OF CHANGE ORDER NO. 2: \$29,293.94

The original Contract sum was:	\$ 1,033,650.00
Net Change by previously authorized Change Orders:	\$ 50,951.00
TOB Notification 1 Increase-Decrease Letter:	\$ -89,390.00
Total Contract sum prior to this Change Order:	\$ 995,211.00
Change Order No. 2:	\$ 29,293.94
New Contract sum including CHANGE ORDER NO. 2:	\$ 1,024,504.94

The above work is to be performed in accordance with the letter from LiRo Engineers, Inc., dated July 13, 2023 and the memorandum of the Department of Public Works, dated 8/25/23, at a cost to the Town in the amount of \$29,293.94.

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

Recommended by:
LiRo Engineers, Inc.

Sufficient funding for this Change Order is available within
Acct. No PKS H 7197 20000 000 2202 001 Project ID ~~2022~~PKSA-03.

by: Kenneth Holmstrom

by: [Signature]
Robert Darienzo, Director of Finance

Date: July 13, 2023

by: [Signature] 7/26/23
Steven Ballas, Comptroller

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

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

by: [Signature]

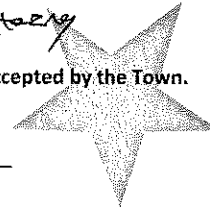
by: [Signature]
Frank M. Saladino, Town Attorney

Date: 7-26-23

The above Change Order is hereby accepted by the Town.

Joseph S. Saladino, Town Supervisor

Dated: _____



Application for Payment

AIA DOCUMENT G732

OWNER:

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

PROJECT: Borella Fields
700 Plainview Road
Oyster Bay, NY 11803

APPLICATION NO: 3 - Final
PERIOD TO: 4/30/2023
SED #: N/A

Distribution to:
X OWNER
X ARCHITECT
X CONTRACTOR
X COMMGR

CONTRACTOR:

The Landtek Group, Inc.
105 Sweeneydale Avenue
Bay Shore, NY 11706

CONTRACT DATE: 08/12/22
LANDTEK JOB NO. 30-1549, 33-2843, 37-1133 & 50-2363
LANDTEK CUSTOMER NO OYST01

FOR: Borella Field Synthetic Turf Fields Infield Installation

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

\$1,033,650.00

2. Net Change by Change Orders

\$80,244.94

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

\$1,113,894.94

4. TOTAL COMPLETED & STORED TO DATE

\$1,024,504.94

5. RETAINAGE:

a. 0% of Completed Work
(Columns D/E on G703)

\$0.00

b. % of Stored Material
(Column F on G703)

\$0.00

Total Retainage (Line 5a + 5b)

\$0.00

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)

\$1,024,504.94

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 From Prior Certificate)

\$945,450.45

8. CURRENT PAYMENT DUE

\$79,054.49

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 Less Line 6)

\$89,390.00

CHANGE ORDER STATUS	ADDITIONS	DELETIONS
Total changes approved in previous months by Owners	\$50,951.00	\$0.00
Total approved this Month	\$29,293.94	\$0.00
TOTALS	\$80,244.94	\$0.00
NET CHANGE by Change Order	\$80,244.94	

CONTRACTOR: The Landtek Group, Inc.

By:

Christine Walker

State of New York
County of Suffolk
Subscribed and sworn to before me this 3rd day of May 2023

FLORENCE MCPARTLAND
Notary Public, State of New York
No. 01MC6194181
Qualified in Suffolk County
Commission Expires September 29, 2024

Notary Public:

My Commission Expires: 9/29/2024

CERTIFICATE FOR PAYMENT

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

(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)

ARCHITECT

By:

Catalina O. Romero

Date: 08/07/2023

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.



235 COUNTY LINE ROAD, AMITYVILLE, NY 11701
OFFICE (631) 691-2381 • FAX (631) 598-8280

March 1, 2023

LiRo Engineers, Inc.
235 East Jericho Turnpike
Mineola, NY 11501
Attn: Carlos Romero, EIT

Re: Town of Oyster Bay – Borella Fields Synthetic Turf Field Installation
Contract No. DP22-232
Extension of Time Request

Dear Mr. Romero,

As previously mentioned in the progress meetings, there are unforeseen issues that are beyond Landtek's control that do not allow us to complete the project within the contract time frame. The LandTek Group hereby requests an extension of time from the current contract completion date until April 14, 2023 (weather permitting). We are requesting the extension for the following reasons.

- Weather related delays, excessive moisture
- Change orders requested by the Town of Oyster Bay
- Supply chain issues for materials

If you have any questions, feel free to contact us directly.

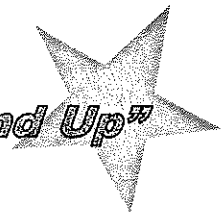
Respectfully,

A handwritten signature in black ink, appearing to read "Paul P. Lehmueller", with a stylized flourish at the end.

Paul Lehmueller
Project Manager
plehmueller@landtekgroup.com

"Building Champions from the Ground Up"

www.landtekgroup.com



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: AUGUST 10, 2023

SUBJECT: FINAL ACCEPTANCE
BORELLA FIELD SYNTHETIC TURF FIELDS INFIELD INSTALLATION
CONTRACT NO. DP22-232

In reply to your memorandum of August 9, 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 No. BCY1095526 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: AUGUST 15, 2023

SUBJECT: FINAL ACCEPTANCE – BORELLA FIELD SYNTHETIC TURF FIELDS
INFIELD INSTALLATION
PLAINVIEW, NEW YORK
CONTRACT NO. DP22-232

In response to your memo dated August 9, 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

August 23, 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
BORELLA FIELD SYNTHETIC TURF FIELDS INFIELD
INSTALLATION
PLAINVIEW, NEW YORK
CONTRACT NO. DP22-232

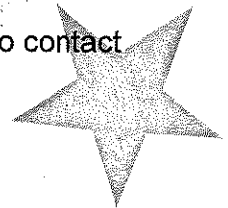
The Department of Parks is in receipt of the above noted subject.

The Department of Parks concurs with the final acceptance of the *Synthetic Turf Fields Infield Installation at Borella Park, Contract DP22-232* 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



WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated August 25, 2023, advised that pursuant to public notice, bids were duly and regularly received on February 22, 2023 for Contract No. HGR23-256, General Reconstruction Throughout The Town of Oyster Bay, in accordance with the specifications contained therein; and

WHEREAS, Commissioner Lenz, by said memorandum, requested that the Town Board reject all bids submitted for Contract No. HGR23-256, and that any bonds held by the Office of the Town Clerk, pursuant to the terms and conditions of said Contract, be released,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and that all bids received in connection with Contract No. HGR23-256 are hereby rejected; and be it further

RESOLVED, That the Office of the Town Clerk is hereby authorized and directed to release any and all bonds held in connection with Contract No. HGR23-256.

-#-

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

August 25, 2023


TO: MEMORANDUM DOCKET

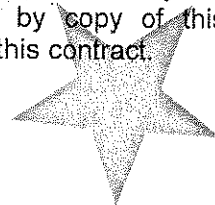
FROM: RICHARD W. LENZ, P.E., COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

SUBJECT: REJECTION OF BIDS & REQUEST TO REBID
REQUIREMENTS CONTRACT FOR GENERAL RECONSTRUCTION
THROUGHOUT THE TOWN OF OYSTER BAY
CONTRACT NO. HGR23-256

On February 22, 2023, the Division of Purchasing received bids for the subject contract. Upon review of the bids received, the Department of Public Works recommends that the Town reject the bids for this project, and to proceed with a rebid of the project.

It is hereby requested that the Town Board reject all bids submitted and any bonds held by the Town Clerk's Office be released, and that the Division of Purchasing, by copy of this memorandum, shall proceed with setting a bid date for receiving new bids for this contract.


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



RWL/MR/lc

cc: Steven Ballas, Comptroller
Ralph Raymond, Commissioner/General Services
John Tassone, Chief Deputy Commissioner/DPW

HGR23-256 DOCKET REJECT BIDS & REBID

WHEREAS, Nancy Orlando, District Secretary, Jericho Fire District, 424 North Broadway, Jericho, New York, by letter dated August 1, 2023, requested the use of a roll-off container, to be delivered on Friday, October 6, 2023, to 411 North Broadway, Jericho, New York 11753, and collected on Monday, October 9, 2023, for their annual Fire Prevention Day, to be held on Sunday, October 8, 2023, at Jericho Fire District Station No. 1; and

WHEREAS, Daniel M. Pearl, Commissioner, Department of Sanitation, by memorandum dated August 22, 2023, requested that the Town accommodate the request by providing a roll-off container for the Jericho Fire District's annual Fire Prevention Day, Sunday, October 8, 2023, which roll-off container is to be delivered on Friday, October 7, 2022, and without charge, as the event does not constitute a profit-making event as defined by Town Code; and

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

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of Sanitation is authorized to provide use of a roll-off container, to be delivered on Friday, October 6, 2023, and collected on Monday, October 9, 2023, without charge, subject to the following conditions:

1. The use of all Town property shall be in conformance with the direction of the Commissioner of Sanitation, 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 in the conduct of the aforementioned activities; and
3. The said organization shall provide a Certificate of Insurance, indicating said organization maintains comprehensive general liability insurance, with minimum limits of commercial liability coverage of \$1,000,000 per occurrence and \$2,000,000 general aggregate coverage per year, and naming the Town as an additional insured, and shall provide a hold harmless agreement in favor of the Town in connection with the aforementioned 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

7/15
Reviewed By
Office of Town Attorney

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

August 22, 2023

TO: Memorandum Docket

FROM: Daniel M. Pearl, Commissioner of Sanitation


SUBJECT: Request: Jericho Fire District
424 North Broadway
Jericho, New York 11753

Attached please find a copy of a letter received in this office from Nancy Orlando requesting a roll-off container for their Fire Prevention Day. The container will be placed at 424 North Broadway, on Friday, October 6, 2023, and collected on Monday, October 9, 2023.

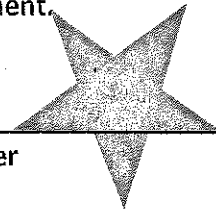
An amendment to the Code of Ordinances of the Town of Oyster Bay, Article II: Solid Waste: Use of a Roll Off Container Pursuant to Chapter 201-17 reads as follows: "Charitable, fraternal, religious and not-for-profit organizations that maintain established meeting places within the Town of Oyster Bay and have requested the use of a Town roll off container in connection with a profit-making or fundraising event, shall be charged two hundred fifty dollars (\$250.00) for each container load dumped."

It is our opinion that the Fire Prevention Day does not constitute a profit-making or a fundraising event. Therefore, we hereby request the Honorable Town Board to approve this worthwhile organization the use of Town equipment without a charge, from Friday, October 6, 2023, through Monday, October 9, 2023.

Attached please find their certificate of insurance, endorsement, and hold harmless agreement for the use of Town of Oyster Bay equipment by the Jericho Fire Department.



Daniel M. Pearl Commissioner
Department of Sanitation



DMP: cw
Attachments
cc: Frank M. Scalera, Town Attorney
Steven Ballas, Comptroller

DAVID J. MARMANN, Sr.
Chairman

BRUCE L. FRIEDMAN, D.C.
Vice Chairman

FRANK V. SAMMARTANO

TED KETSOGLU

BRIAN J. KENNY

JERICO FIRE DISTRICT
424 NORTH BROADWAY
JERICO, NEW YORK 11753-2105
(516) 931-3546 Fax: 931-2385

JOHN J. O'BRIEN
District Supervisor

NANCY ORLANDO
District Secretary

ANNE BACHTLER
District Treasurer

August 1, 2023

Supervisor R. Lenz
Department of Sanitation
54 Audrey Avenue
Oyster Bay NY 11771
Att: Cathy

Dear Cathy:

The Jericho Fire District would appreciate it if your department could supply a 20 yard roll-off dumpster. Sunday, October 8, 2023, is the day Jericho Fire Department will be holding their annual Fire Prevention Day at Jericho Fire District Station #1, located at 411 North Broadway, Jericho, N.Y. Could the dumpster be delivered on Friday, October 6, 2023 and picked up on Monday, October 9, 2023.

Enclosed please find a certificate of liability and endorsement for the use of the dumpster as well as the Town of Oyster Bay application.

Lastly, the District would like to request that the parking lot at 411 North Broadway be street cleaned on Friday, October 6. Please advise.

If you have any questions, please don't hesitate to contact me at 516-931-3546 ext 227. Thank you so much for your help.

Sincerely,



Nancy Orlando
District Secretary

Enc.

(APPLICATION FOR TOWN OF OYSTER BAY ROLL OFF CONTAINER)

PLEASE TYPE OR PRINT CLEARLY

Name of Organization: Jericho Fire District

Billing Address: 424 No. Broadway Jericho NY 11753

Phone Number (Days): 516 931 3546 x 227

Number of Container(s) Requested: 1

Address Where Container(s) Would Be Placed: 411 No. Broadway Jericho

Dates Container(s) Needed: From 10/6/23 To 10/9/23

Describe The Event For Which Container(s) Is/Are Requested: Fire Prevention Day

Will The Event For Which The Container(s) Is/Are Requested Involve Fundraising Or Is It Intended To Be Profit-Making? NO

I understand that this application is subject to the approval of the Town Board of the Town of Oyster Bay and that as a condition for such approval, a charge of \$250.00 for each container load dumped may be assessed for which I agree to assume responsibility.

Signature: Mary O'Brada Date: 8/17/23

Title: District Secretary

Signature: _____ Date Received: _____

Signature: _____ Date Picked Up: _____

DO NOT WRITE BELOW THIS LINE

To Be Completed By Sanitation Division:

Approved By Resolution No.: G1 \$250 Charge Applies: YES _____ NO ☒

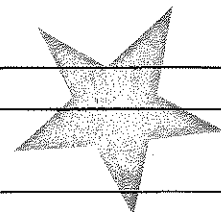
To Be Completed By Scale House:

Disposal Authorization Ticket No.: _____

Load Ticket No.: _____

Date: _____

Signature: _____



Scalehouse to return copy to Comptroller
White Copy - Sanitation Driver (to be given to Scalehouse)
Yellow Copy - Sanitation Files
Green Copy - Scale House Files



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/01/2023

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	Hubbnette Cowell Associates Inc. 1003 Park Blvd, Ste 3 Massapequa Park, NY 11762	CONTACT NAME: Rosanne Capuano PHONE (A/C, No, Ext): (516)795-1330 E-MAIL: rosanne@hubbnette-cowell.com ADDRESS: INSURER(S) AFFORDING COVERAGE	FAX (A/C, No): (516)795-5101	NAIC #
INSURED	Jericho Fire District 424 North Broadway Jericho, NY 11753	INSURER A: National Union Fire Ins. Co. of Pittsburgh, PA INSURER B: National Union Fire Ins. Co. of Pittsburgh, PA INSURER C: Fire Districts of NY Mutual Ins. INSURER D: INSURER E:	19445 19445 37400	

COVERAGES

CERTIFICATE NUMBER: 00001089-833520

REVISION NUMBER: 30

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.

INSURER	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JEOT <input type="checkbox"/> LOC OTHER:	Y	VFNU-TR-0015397	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMMODITY AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	VFNU-CM-0015396	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$	Y	VFNU-TR-0015397	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 20,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTY/EXECUTIVE OFFICER/BOARDER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	01FDMVF00297320-2023	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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)

PROOF OF INSURANCE FOR USE OF DUMPSTER FOR FIRE PREVENTION DAY FROM OCTOBER 6, 2023 THRU OCTOBER 9, 2023. THE TOWN OF OYSTER BAY IS NAMED AS AN ADDITIONAL INSURED AS PER FORM #VGL101.

CERTIFICATE HOLDER

CANCELLATION

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

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

Paul A. Council Jr.

(RMC)

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★ See Page 10 ★

EMERGENCY SERVICE ORGANIZATION GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this coverage part the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this coverage part. The words "we", "us" and "our" refer to the company providing this insurance. The word "insured" means any person or organization qualifying as such under SECTION II. WHO IS AN INSURED.

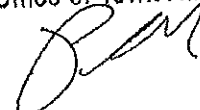
Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION V. DEFINITIONS.

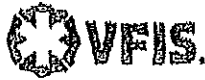
SECTION I. COVERAGES

Coverage A. Bodily Injury and Property Damage Liability

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:
 - (1) The amount we will pay for damages is limited as described in SECTION III. LIMITS OF INSURANCE; and
 - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under COVERAGES A, B or C or medical expenses under COVERAGE D.No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A, B AND C.
- b. This insurance applies to "bodily injury" and "property damage" only if:
 - (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no officer, director, commissioner or trustee, and no volunteer or "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew or had reason to know that the "bodily injury" or "property damage" had occurred, in whole or in part. If any such persons knew or had reason to know, prior to the policy period, that the "bodily injury" or "property damage" occurred in whole or in part, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known to have occurred prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed in paragraph b.(3) above. Includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.





EMERGENCY SERVICE ORGANIZATION GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this coverage part the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this coverage part. The words "we", "us" and "our" refer to the company providing this insurance. The word "insured" means any person or organization qualifying as such under **SECTION II. WHO IS AN INSURED**.

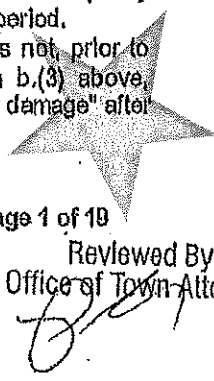
Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V. DEFINITIONS**.

SECTION I. COVERAGES

Coverage A. Bodily Injury and Property Damage Liability

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:
 - (1) The amount we will pay for damages is limited as described in **SECTION III. LIMITS OF INSURANCE**; and
 - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under **COVERAGES A, B or C** or medical expenses under **COVERAGE D**.No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS - COVERAGES A, B AND C**.
- b. This insurance applies to "bodily injury" and "property damage" only if:
 - (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no officer, director, commissioner or trustee, and no volunteer or "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew or had reason to know that the "bodily injury" or "property damage" had occurred, in whole or in part. If any such persons knew or had reason to know, prior to the policy period, that the "bodily injury" or "property damage" occurred in whole or in part, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known to have occurred prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed in paragraph b.(3) above, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.



- (2) Provides us with written authorization to:
- (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as **SUPPLEMENTARY PAYMENTS**. Notwithstanding the provisions of paragraph 2.b.(2) of **COVERAGE A, BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as **SUPPLEMENTARY PAYMENTS** ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in paragraph f. above, are no longer met.

SECTION II. WHO IS AN INSURED

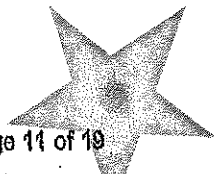
- 1. If you are:
 - a. An organization other than a partnership, joint venture or limited liability company, you are an insured.
 - b. A partnership or joint venture, you are an insured. Your members and your partners are also insureds, but only within the course and scope of your operations.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only within the course and scope of your operations. Your managers are insureds, but only within the course and scope of your operations.
- 2. In addition to you, each of the following is an insured:
 - a. **Volunteers and Employees.** Your volunteers, "employees", elected or appointed officers, directors, commissioners or trustees, but only for acts within the course and scope of their employment by you, membership with you or authorized duties on your behalf.
 - b. **Medical Directors.** Physicians who are your medical directors, but only for acts within the course and scope of their medical director duties on your behalf.
 - c. **Good Samaritans.** Your volunteers, "employees", elected or appointed officers, directors, commissioners or trustees while acting as a Good Samaritan independently of his or her activities on your behalf, but only when he or she encounters the scene of an emergency requiring sudden action. In no event will such person who responds to the scene of an emergency with or for any other emergency service organization be an insured.
 - d. **Owners of Commandeered Equipment.** The owner of commandeered equipment other than an "auto" is an insured while the equipment is in your temporary care, custody or control and is being used as part of an "emergency operation".
 - e. **Real Estate Managers.** Any person or any organization while acting as your real estate manager.
 - f. **Blanket Additional Insureds.** Any person or organization required to be an additional insured under an "insured contract", if agreed to by you prior to the "bodily injury", "property damage", "personal and advertising injury", or "medical incident", but only with respect to liability arising out of your premises or operations.

3. **Mobile Equipment.** With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to "property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
4. **New Organizations.** Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization;
 - c. **COVERAGE B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization; and
 - d. **COVERAGE C** does not apply to a "medical incident" that took place before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III. LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under **COVERAGE D**;
 - b. Damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
 - c. Damages under **COVERAGE B**; and
 - d. Damages under **COVERAGE C**;for each Named Insured shown in the Declarations and each "location" owned by or rented to you.
3. The Products - Completed Operations Aggregate Limit is the most we will pay under **COVERAGE A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard", for each Named Insured shown in the Declarations.
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under **COVERAGE B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence or Medical Incident Limit is the most we will pay for the sum of:
 - a. Damages under **COVERAGES A and C**; and
 - b. Medical expenses under **COVERAGE D**;



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

This Agreement is made this 1st day of August, 2023, by Jericho Fire District (hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as Jericho Fire District, 411 North Broadway, Jericho, New York 11753, one (1) 20-yard dumpster.

For the event described as Fire Prevention Open House on Sunday October 8, 2023

The property/equipment is need from 10/6/2023 through 10/9/2023

The event for which the property and/or equipment is requested () is (X) is not a 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 certificate 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.

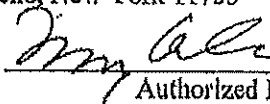
Name of Organization:

Jericho Fire District

Address of Organization:

424 North Broadway
Jericho, New York 11753

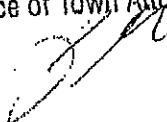
By:


Authorized Representative

Title: District Secretary

Telephone Number: 516-931-3546 ext 227

Reviewed By
Office of Town Attorney



WHEREAS, the 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 Ralph P. Healey, Deputy Town Attorney, by memorandum dated August 29, 2023, advised that the claimant, Steve Haralambidis, sustained considerable damage to his vehicle, a 2018 Mercedes Benz GLA 250 SUV Sedan, when sand and pebbles fell from a Town of Oyster Bay dump truck and struck his vehicle as it traveled westbound along Sunrise Highway, through Lindenhurst, New York; and

WHEREAS, after substantive and meaningful negotiations between the parties, the matter has been settled with the Town for the total amount of the claim of \$10,574.02; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, by said memorandum, requested and recommended, that the Town Board authorize and approve settlement of this matter for the sum of \$10,574.02,

NOW, THEREFORE, BE IT RESOLVED, That upon the recommendation as set forth hereinabove, the Town Board finds that it is just, reasonable, and in the best interests of the Town of Oyster Bay, to settle this matter for the sum of \$10,574.02, the payment of which is hereby authorized and approved as full settlement to the claimant, Steve Haralambidis, with regard to Matter No. 2023-9063; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. TWN AMS 1910 43020 602 0000 000; and be it further

RESOLVED, That the Town Comptroller is hereby authorized and directed to make payment for same, upon 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
Ralph P. Healey

44

672

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Town of Oyster Bay
Inter-Departmental Memorandum

TO: MEMORANDUM DOCKET
FROM: OFFICE OF THE TOWN ATTORNEY
DATE: August 29, 2023
SUBJECT: SETTLEMENT OF NEGLIGENCE CLAIM
In the Matter of the Claim of Steve Haralambidis v. Town of Oyster Bay
Matter ID No. 2023-9063

A Town Board Resolution is required in order for the Town to settle claims where the amount of the proposed settlement exceeds Ten Thousand Dollars (\$10,000.00). Consequently, the Office of the Town Attorney requests Town Board authorization to settle the above-referenced property damage claim for \$10,574.02.

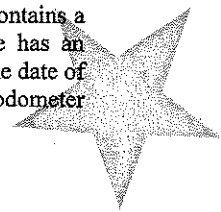
The Nature of the Claim

On April 17, 2023, a Town of Oyster Bay dump truck was traveling westbound along Sunrise Highway, through Lindenhurst, New York. The truck was on route to TOBAY Beach with a full load of sand. The top of the dump truck was not secured tightly with either a tarp or any other protective covering. The lack of covering over the dump truck's top allowed sand and pebbles to fly out of the back of the dump truck. The claimant's car was traveling behind the dump truck at this time. As the claimant's car drove closer to the dump truck, a large amount of sand and pebbles hit the car, and did extensive damage. Claimant's wife took a video of the incident as it transpired. She supplied a copy of the video to this office for review. The video confirms the foregoing information.

Claimant's Vehicle, Repair Estimates & Rental Expenses

Claimant's Vehicle

Claimant's vehicle is a 2018 Mercedes Benz GLA 250 4Matic SUV Sedan. It contains a 4-cylinder, turbo charged, 2.0 liter fuel direct injected gasoline engine. The vehicle has an automatic transmission, a 7-speed, dual clutch and is capable of all-wheel drive. As of the date of the incident, the vehicle was described as being in fair to good condition. The exact odometer reading as of the date of the incident is not known.



Auto Body Repair Estimates

The claimant alleged the following items of damage in his Notice of Claim, dated May 3, 2023: front windshield, front and side fenders, doors and roof. He submitted repair estimates from two (2) independent, licensed and registered auto body repair shops:

Thriftway Auto Collision
10 Auburn Street
Lindenhurst, New York 11757
(631) 226-1160

Electra Auto Body
139 West Montauk Highway
Lindenhurst, New York 11757
(631) 225-2973

Estimate Date: 5/16/2023
Estimate Total: \$7,965.12

Estimate Date: 5/16/2023
Estimate Total: \$8,172.91

It is Town practice and custom to accept the lower of the two estimates submitted as the basis of a settlement offer. In this case, it would be the estimate supplied by Thriftway. However, there are a number of factors which require the adjustment of the estimate total. First, the vehicle is likely to contain sand or fine dust particles in its inner workings thus requiring additional cleaning. Second, additional parts will likely need to be installed, replaced or repaired because of this additional cleaning. The estimated amount for the additional work to be done will total at least \$200.00. This projection is based upon past research of similar repair work done. Consequently, the proposed estimate would increase to **\$8,165.12**.

Car Rental Expenses

In addition to the above-stated repair estimates, claimant submitted a car rental estimate from Enterprise Rent-A-Car. Town Policy and custom is to allow a maximum rental amount of a like vehicle for up to thirty days during repair of the principal vehicle. Daily rates allowed vary depending upon the size of the vehicle. In the present case, the acceptable rental estimate submitted was for a full size SUV for Thirty-Five (35) days (the average amount of time required for a repair of this magnitude given current supply chain problems and labor shortages in the auto repair industry according to U.S. Department of Labor Statistics), at the rate of \$45.99 per day. Thus, the total estimated rental cost sustained by claimant as of June 20, 2023 (the date of the estimate) totaled \$1,609.65, modified to an agreed amount of **\$1,608.79**. When combined with estimated repair costs of **\$8,165.12**, the total unadjusted amount of the proposed settlement comes to **\$9,773.21**

Final Adjusted Settlement Amount

The United States Bureau of Labor Statistics indicated a national increase in the Consumer Price Index for automotive repair and maintenance of 12.7% over the past year, outpacing the rate of inflation. However, the price increase in the subset of auto body repair was modestly lower at

7.5% -7.6%. The rate of increase is due to a number of ongoing problems; most notably, supply chain issues, production shortages and an extremely tight labor market. Thus, in order to make the claimant truly whole, the proposed settlement amount was required to be adjusted upward by an additional 7.5%, to a final total adjusted settlement amount of **\$10,574.02**.

Settlement Recommendation


It is this Office's opinion that the settlement is just, reasonable and in the best interests of the Town. Liability on the part of the Town is clear and established. The Office of the Town Attorney requests and recommends that the Town Board approve the proposed settlement of **\$10,574.02**.

We have attached a resolution authorizing payment of **\$10,574.02**, together with a copy of the General Release executed by the claimant, Steve Haralambidis. The funds for said payment are to be drawn from Account No. TWN AMS 1910 43020 602 0000 000.

We also request that the Town Board authorize and direct the Town Comptroller to make payment for same, upon the submission of a duly certified claim therefor, after audit.

Kindly place this matter on the earliest available Town Board Action Calendar.

FRANK M. SCALERA
TOWN ATTORNEY


Ralph P. Healey
Deputy Town Attorney

RPH:rph
Attachment

Reviewed By
Office of Town Attorney
Ralph P. Healey

WHEREAS, the 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 Ralph P. Healey, Deputy Town Attorney, by memorandum dated August 29, 2023, advised that the claimant, Steve Haralambidis, sustained considerable damage to his vehicle, a 2018 Mercedes Benz GLA 250 SUV Sedan, when sand and pebbles fell from a Town of Oyster Bay dump truck and struck his vehicle as it traveled westbound along Sunrise Highway, through Lindenhurst, New York; and

WHEREAS, after substantive and meaningful negotiations between the parties, the matter has been settled with the Town for the total amount of the claim of \$10,574.02; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, by said memorandum, requested and recommended, that the Town Board authorize and approve settlement of this matter for the sum of \$10,574.02,

NOW, THEREFORE, BE IT RESOLVED, That upon the recommendation as set forth hereinabove, the Town Board finds that it is just, reasonable, and in the best interests of the Town of Oyster Bay, to settle this matter for the sum of \$10,574.02, the payment of which is hereby authorized and approved as full settlement to the claimant, Steve Haralambidis, with regard to Matter No. 2023-9063; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. TWN AMS 1910 43020 602 0000 000; and be it further

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

-#-



General Release

BE IT KNOWN, that Steve Haralambidis
214 Grand Avenue
Lindenhurst, New York 11757

as RELEASOR(S)

in consideration of the sum of

Ten thousand five hundred seventy four and 02/100-----dollars \$ 10,574.02

received from THE TOWN OF OYSTER BAY as RELEASEE,

the receipt of which is hereby acknowledged, releases and forever discharges

TOWN OF OYSTER BAY,

the RELEASEE, its officers, employees, agents, successors and assigns, of and from all manner of actions, causes of action, suits, debts, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the RELEASOR, its successors, assigns, heirs, executors, and administrators ever had, now have, or hereafter may have, against the RELEASEE, by reason of any matter, cause, or thing whatsoever, from the beginning of time to the date of this release.

It is further understood and agreed that this document contains the entire contents and terms of the settlement being entered into.

Steve Haralambidis
RELEASOR (print name)

Signature

Date

7/18/23

ACKNOWLEDGMENT

State of New York

County of Suffolk

ss.:

On this 18 day of July, 2023, before me, the undersigned personally appeared Steve Haralambidis, 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.

Dorothy J Walker Happich
(signature and office of individual taking acknowledgment)

DOROTHY J WALKER HAPPICH
NOTARY PUBLIC-STATE OF NEW YORK
No. 02WA5027637
Qualified in Suffolk County
My Commission Expires May 16, 2026

RECEIVED TOWN OF OYSTER BAY
23 JUL 20 PM 1:07

WHEREAS, Joanne Foley, Event Chair, Bethpage-Central Park Kiwanis, P.O. Box 623, Bethpage, New York 11714-0623, by letter dated August 15, 2023, requested the closure of Broadway, Bethpage, between Powell Avenue and Nibbe Lane, the posting of temporary "Road Closure" and "No Parking" signs from 6:00 a.m. through 6:00 p.m., ten (10) complete traffic barricades and twenty-five (25) traffic cones, for the Bethpage-Central Park Kiwanis Annual Fall Harvest Festival, to be held on Sunday, October 1, 2023; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated August 30, 2023, advised that the abovementioned property and equipment will not be required for use by the Town at that time, and that the Department has no objection to providing the Bethpage-Central Park Kiwanis with the closure of Broadway, Bethpage, between Powell Avenue and Nibbe Lane, the posting of temporary "Road Closure" and "No Parking" signs from 6:00 a.m. through 6:00 p.m., ten (10) complete traffic barricades and twenty-five (25) traffic cones, for the Bethpage-Central Park Kiwanis Annual Fall Harvest Festival, to be held on Sunday, October 1, 2023; and

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

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby approved, and the Department of Public Works is hereby authorized to provide the Bethpage-Central Park Kiwanis Club with the closure of Broadway, Bethpage, between Powell Avenue and Nibbe Lane, the posting of temporary "Road Closure" and "No Parking" signs from 6:00 a.m. through 6:00 p.m., ten (10) complete traffic barricades and twenty-five (25) traffic cones, for the Bethpage-Central Park Kiwanis Annual Fall Harvest Festival, to be held on Sunday, October 1, 2023, subject to the following terms and conditions:

1. The use of all Town property and equipment shall be in conformance with the direction of the Commissioner of the Department of Public Works, or his duly designated representative;
2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of 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 with the Office of the Town Clerk, indicating said organization maintains comprehensive general liability insurance, with a commercial liability limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate per year, and naming the Town of Oyster Bay as an additional insured in connection with the 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

Reviewed By
Office of Town Attorney

TOWN OF OYSTER BAY

Inter-Departmental Memo

August 30, 2023

TO: MEMORANDUM DOCKET

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

SUBJECT: BETHPAGE-CENTRAL PARK KIWANIS CLUB ANNUAL FALL FESTIVAL
SUNDAY, OCTOBER 1ST 2023

Enclosed please find letter from Joanne Foley, Event Coordinator, requesting our assistance on behalf of the Bethpage-Central Park Kiwanis Club, in hosting their Annual Fall Festival on Sunday, October 1st 2023.

The Highway Division has no objection to the closure of Broadway in Bethpage, between Powell Avenue and Nibbe Lane for the event. The Organization is requesting the posting of temporary 'Road Closure' and 'No Parking' signs on Broadway from 6:00 A.M. through 6:00 P.M. on the above mentioned date.

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

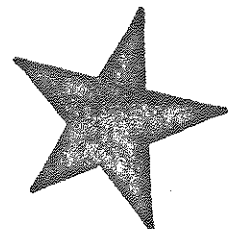
Also attached are the Certificate of Insurance, Endorsement Sheet, and Hold Harmless Agreement to cover this event. Therefore, Town Board approval is requested.



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

RWL/kaz

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





Kiwaniis®

BETHPAGE CENTRAL PARK

Charter Members

Dominick Agnese
Laura Leigh Agnese
Christine Auer
Debra A. Auer
Joseph V. Belesi
Dr. Scott Berg
Teri Catapano Black
Janice M. Boyd
Dennis Brady
Gary S. Bretton
Maryanne D. Brown
Matthew Brown
Patty Donohue Brown
Sean P. Brown
Donna Marie Calvano
Donna Callegari
Frank Camerlengo
Paula Carey
Carole Ann Catapano
Anthony Ciannello
Ronny Ciannello
Bill Cimicelli
Joseph R. Cumina, Jr.
Josephine Citalino
Terrence Clark
Brad Cohen
Alicia Cosentino
John Cummito
Maryola Dannebaum
Lori Dietrich
Brian Feingold
Alan Finchley
James J. Foley
Joanne Foley
Mary Giarraglia
James Hudak
Shane Kanover
Joe Kenny
Jerry Kohli
Bob Krol
Jeff Langulli
Susan Lippman
Edward P. Mangano
Linda Mangano
Robert Pearl
Charles Razenson
Vincent Riservato
Marguarite Romano
John Sarcone
Ellen Scimecca
Joseph Smalitz
Edward Rae
Ellen Thompson
Ann Toravia
Al Trotter
Frances Trotter
Dr. Larain Valenti
Rose Marie Walker
Joseph Wing

August 15, 2023

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

Dear Deputy Commissioner Tassone,

I am writing to request your assistance with our Fall Harvest Festival which will be held on Broadway between Powell Avenue and Nibbe Lane on Sunday, October 1, 2023. We have already requested and received approval from Nassau County to close the road from 6 a.m. through 6p.m.

We are requesting your assistance. We would like to have "No Parking" signs posted on Broadway, Powell Avenue, and Benkert Street, as we have had in the past. 10 barricades to assist us with traffic diversion during set up and breakdown of the fair. These barricades can be delivered behind BK Sweeney's on Friday, September 29th and can be picked up from that same location on Monday, October 2nd.

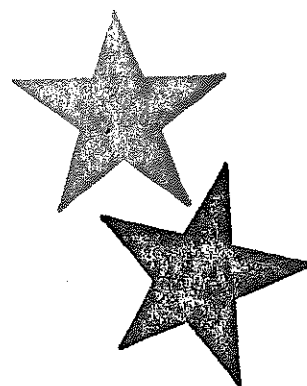
Please feel free to contact me if you need additional information. I can be reached on my cell phone at [REDACTED]. Thank you, in advance, for your assistance.

Yours in Kiwanis Service,

Joanne

Joanne Foley
Event Chair

PO Box 623, Bethpage, NY 11714-0623
BethpageKiwaniis@gmail.com





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/20/2023

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 Hylant - Indianapolis 10401 North Meridian St, Ste 200 Indianapolis IN 46290		CONTACT NAME: Lisa Christenson PHONE (A/C, No, Ext): 317-817-5172 FAX (A/C, No): 317-817-5151 E-MAIL ADDRESS: kiwaniscert@hylant.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Lexington Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 117640160 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		013136005	11/1/2022	11/1/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 Liquor Liability \$1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			013136005	11/1/2022	11/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Self-Insured Retention			013136005	11/1/2022	11/1/2023	All Claims \$75,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Certificate Holder and others as defined in the written agreement are additional insured subject to the terms, conditions, and exclusions on the policy with respect to the General Liability only regarding the following Kiwanis event (setup, take down & rain date(s) during the policy term are included).
October 1, 2023 or any future date(s) during the policy term
Kiwanis Street Vendor & Craft Fair
Location: Broadway between Powell Ave & Nibbe Ln in Bethpage; Washington Ave & Benkert Streets
Kiwanis Club of Bethpage-Central Park

CERTIFICATE HOLDER

CANCELLATION

Town of Oyster Bay
54 Audrey Ave
Oyster Bay NY 11771

*Reviewed by
Town Attorney*
[Signature]

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

AUTHORIZED REPRESENTATIVE

Judy K. Wilson



ENDORSEMENT

This endorsement, effective 12:01 AM 11/01/2022

Forms a part of policy no.: 013136005

Issued to: KIWANIS INTERNATIONAL, INC.

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

(Based on CG 2026 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

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

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

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

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

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

However:

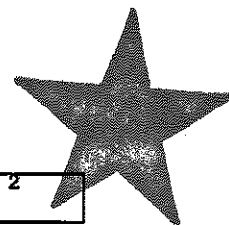
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the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

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

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

1. Required by the contract or agreement; or

Reviewed by
Town Attorney
D



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

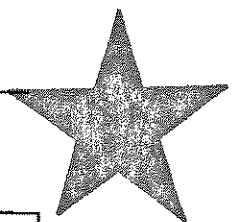
This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

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

Reviewed by
Tara A. Herring
[Signature]

[Signature]

Authorized Representative



Harmless Agreement for Use of Town Property and/or Equipment

This Agreement is made this 15th day of Aug., 2023, by Bethpage Central Park Kiwanis (hereinafter "CONCESSIONAIRE"). Whereas, the CONCESSIONAIRE has entered into a contract to provide certain services and products at various Town locations, as designated in the contract between the TOWN and the CONCESSIONAIRE for the contract period October 1, 2023 through October 1, 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:

Bethpage Central Park Kiwanis

Address of Organization:

PO Box 623

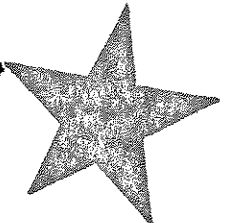
Bethpage, NY 11714

By: Joanne Wiley
Authorized Representative

Title: Event Coordinator

Telephone Number: [REDACTED]

Reviewed by
Town Attorney
[Signature]



DATE: 8/30/2023

TO: HIGHWAY OPERATIONS

SUBJECT: Bethpage Central Park Kiwanis Club Annual Fall Festival

PLEASE DELIVER TO:

B.K. Sweenys - In the back
356 Broadway
Bethpage

CONTACT: Joanne Foley
[REDACTED]

DATE OF EVENT: October 1, 2023

SNOW FENCE:

BARRICADES: 10

CONES: 25

SHORT PAILS:

PORTABLE LIGHTS:

GENERATOR:

PACKER:

DELIVER ON: 9/28/23

PICKUP ON: 10/2/23

SWEEPING BEFORE AFFAIR IS NEEDED:

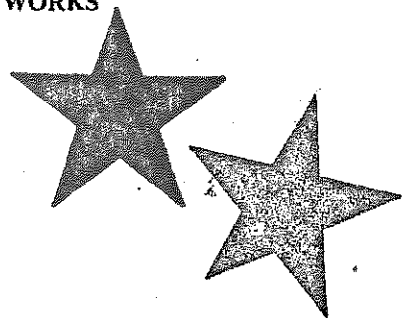
	XX
YES	NO

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

RWL/kaz


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

CC: Peter Brown, General Foreman 002
Brian Higgins, Area Foreman 023
Dan Kornfeld
Public Safety Division



Meeting of September 12, 2023

Resolution No. 674-2023

RESOLVED, That the Town Clerk is hereby authorized and directed to advertise a Notice of Hearing for a Hearing to be held in the Hearing Room, Town Hall, East Building, 54 Audrey Avenue, Oyster Bay, New York, on October 3, 2023 at 10:00 o'clock a.m. prevailing time, on the proposed rental of hydrants for the period January 1, 2023 – December 31, 2023, *nunc pro tunc*, by the Town of Oyster Bay acting on behalf of Glenwood-Glen Head Fire Protection District and Liberty Utilities (New York Water) Corp., said Notice to be advertised in

newspapers of general circulation in the Town of Oyster Bay, pursuant to the provisions of law.

—#—

The foregoing resolution was declared adopted after a 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

**PUBLIC NOTICE
ON PROPOSED CONTRACT FOR FIRE HYDRANT RENTAL**

PLEASE TAKE NOTICE That a Public Hearing will be held by the Town Board of the Town of Oyster Bay in the Hearing Room, Town Hall, East Building, 54 Audrey Avenue, Oyster Bay, New York, on Tuesday, October 3, 2023, at 10:00 o'clock a.m., prevailing time, at which Hearing residents and parties interested will have an opportunity to be heard on the proposed rental from Liberty Utilities (New York Water) Corp. of two hundred twenty-nine (229) hydrants at a per annum rental fee not to exceed Eight Hundred Seventy-Three Dollars and Thirty-Seven Cents (\$873.37) per hydrant per annum for a total amount not to exceed \$200,001.73, for the period from January 1, 2023 to December 31, 2023, *nunc pro tunc*, for the benefit of the Glenwood-Glen Head Fire Protection District. Any recognized and established fire company, companies or department, which, from time to time, may furnish fire protection to the inhabitants within the Glenwood-Glen Head Fire Protection District, or to persons having property located therein, shall be allowed to use said fire hydrants, and all necessary water which can be drawn therefrom, for the fighting and control of fires and such other purposes as are generally customarily used for fire fighting and control. BY ORDER OF THE TOWN BOARD OF THE TOWN OF OYSTER BAY. JOSEPH S. SALADINO, Supervisor.
RICHARD LaMARCA, Town Clerk. Dated: September 12 2023, Oyster Bay, New York.

Reviewed By
Office of Town Attorney

6074

Town of Oyster Bay
Inter-Departmental Memo

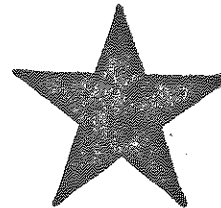
TO : MEMORANDUM DOCKET
FROM : Office of the Town Attorney
DATE : August 31, 2023
SUBJECT: January 1, 2023 – December 31, 2023 Hydrant Rental
Glenwood-Glen Head Fire Protection District and
Liberty Utilities (New York Water) Corp.

It is requested that at the September 12, 2023 Town Board Meeting, the Town Board authorize the Town Clerk to advertise a Notice of Hearing for a public hearing to be held on Tuesday, October 3, 2023 at 10:00 o'clock a.m., on the proposed rental of fire hydrants by the Town of Oyster Bay, acting on behalf of the Glenwood-Glen Head Fire Protection District and Liberty Utilities (New York Water) Corp. Accordingly, kindly include this item on the September 12, 2023 Town Board action calendar.

FRANK M. SCALERA
TOWN ATTORNEY

Elizabeth A. Faughnan
Elizabeth A. Faughnan
Deputy Town Attorney

EAF:ba
Enclosure
File 3079

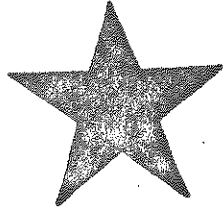


Reviewed By
Office of Town Attorney
Elizabeth A. Joughner

RESOLVED, That the Town Clerk is hereby authorized and directed to advertise a Notice of Hearing for a Hearing to be held in the Hearing Room, Town Hall, East Building, 54 Audrey Avenue, Oyster Bay, New York, on October 3, 2023 at 10:00 o'clock a.m., prevailing time, on the proposed rental of hydrants for the period January 1, 2023 – December 31, 2023, *nunc pro tunc*, by the Town of Oyster Bay acting on behalf of Glenwood-Glen Head Fire Protection District and Liberty Utilities (New York Water) Corp., said Notice to be advertised in

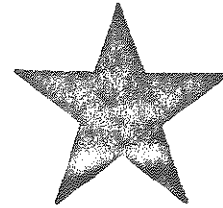
newspapers of general circulation in the Town of Oyster Bay, pursuant to the provisions of law.

#



**PUBLIC NOTICE
ON PROPOSED CONTRACT FOR FIRE HYDRANT RENTAL**

PLEASE TAKE NOTICE That a Public Hearing will be held by the Town Board of the Town of Oyster Bay in the Hearing Room, Town Hall, East Building, 54 Audrey Avenue, Oyster Bay, New York, on Tuesday, October 3, 2023, at 10:00 o'clock a.m., prevailing time, at which Hearing residents and parties interested will have an opportunity to be heard on the proposed rental from Liberty Utilities (New York Water) Corp. of two hundred twenty-nine (229) hydrants at a per annum rental fee not to exceed Eight Hundred Seventy-Three Dollars and Thirty-Seven Cents (\$873.37) per hydrant per annum for a total amount not to exceed \$200,001.73, for the period from January 1, 2023 to December 31, 2023, *nunc pro tunc*, for the benefit of the Glenwood-Glen Head Fire Protection District. Any recognized and established fire company, companies or department, which, from time to time, may furnish fire protection to the inhabitants within the Glenwood-Glen Head Fire Protection District, or to persons having property located therein, shall be allowed to use said fire hydrants, and all necessary water which can be drawn therefrom, for the fighting and control of fires and such other purposes as are generally customarily used for fire fighting and control. BY ORDER OF THE TOWN BOARD OF THE TOWN OF OYSTER BAY. JOSEPH S. SALADINO, Supervisor.
RICHARD LaMARCA, Town Clerk. Dated: 2023, Oyster Bay, New York.



Reviewed By
Office of Town Attorney

Elizabeth A. Joughen

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated August 25, 2023 and August 29, 2023, advised that pursuant to public notice, the Department of Intergovernmental Affairs issued a Request For Proposals (hereinafter, "RFP") to firms for the delivery of youth employment and training services for out of school youth between 16 and 24 years of age, for the period commencing October 1, 2023 through September 30, 2026, and, as per the Town of Oyster Bay Procurement Policy, published said RFP in Newsday, and posted said RFP on the Town website; and

WHEREAS, Commissioner Sammartano, by said memoranda further advised that the Department received the five (5) following proposals which were submitted in response to the Department's RFP:

1. Nassau BOCES
2. Career and Employment Options, Inc.
3. O-Hi Technologies, LLC.
4. United Way of Long Island
5. Central Nassau Guidance & Counseling Services

;and

WHEREAS, Commissioner Sammartano, by said memoranda, advised further that said responses were rated in accordance with the review criteria established by Town of Oyster Bay Intergovernmental Affairs Department Guidelines, and Workforce Innovation and Opportunity Act guidelines, as well as Guideline Numbers 6 & 9 of the Town of Oyster Bay Procurement Policy, as well as being evaluated by a Youth Proposal Review Committee, and then evaluated by the entire Workforce Development Board; and

WHEREAS, Commissioner Sammartano, by said memoranda, requested that the Town Board authorize the Town Supervisor to sign and execute contracts with the following firms that have been found qualified to deliver youth employment and training services for out of school youth between 16 and 24 years of age, for the period commencing October 1, 2023 through September 30, 2026, in the recommended contract grant award funding amounts:

<u>Applicant</u>	<u>Grant Award</u>
Nassau BOCES	\$182,128.00
Career & Employment Options, Inc.	\$209,872.00
United Way of Long Island	\$208,000.00

;and

WHEREAS, Commissioner Sammartano, by said memoranda, further advised, that the abovementioned contract funding is an eligible Workforce Investment Opportunity Act expense, and consequently, is of no cost to the Town; and

WHEREAS, Commissioner Sammartano, by said memoranda, further advised, that the proposed vendors' questionnaires have been reviewed, and have been found to satisfy the Town of Oyster Bay Procurement Policy,

NOW, THEREFORE, BE IT RESOLVED, that the as hereinabove set forth request is approved, and the Town Supervisor is hereby authorized to sign and execute contracts with the foregoing firms, in the abovementioned amounts, to deliver youth employment and training services for out of school youth between 16 and 24 years of age, for the period commencing October 1, 2023 through September 30, 2026, at no cost to the Town.

#

The foregoing resolution was declared adopted after a 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

675

Inter-Departmental Memo

August 29th, 2023

TO: MEMORANDUM DOCKET

FROM: FRANK V. SAMMARTANO, COMMISSIONER
INTERGOVERNMENTAL AFFAIRS

SUBJECT: YOUTH PROGRAM CONTRACTS UNDER THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)
SUPPLEMENTAL MEMO TO ITEM #14 OF THE AUGUST 29TH CALENDAR

On August 1, 2023, the Town of Oyster Bay (Town) Department of Intergovernmental Affairs (IGA) solicited Requests for Proposals for the delivery of Youth Employment and Training Services for out of school youth aged 16-24 for the period October 1, 2023 through September 30, 2026. The RFP was publicized in Newsday as the paper of record, and the Town posted this on its website, in addition to direct email solicitations. The Town received five proposals in response to the RFP:

1. Nassau BOCES
2. Career and Employment Options Inc.
3. O-High Technologies, LLC
4. United Way of Long Island
5. Central Nassau Guidance & Counseling Services

Proposals were rated in accordance with the review criteria established by Town and Workforce Innovation and Opportunity Act guidelines. The review was conducted first by a Youth Proposal Review Committee, and subsequently by the full Workforce Development Board, in accordance with Town procurement policy guidelines #6 and #9. Three of the five proposals received passing scores, and are recommended for funding for the period of October 1, 2023 through September 30, 2026, as listed below.

<u>Applicant</u>	<u>Grant Award</u>
Nassau BOCES	\$ 182,128.00
Career and Employment Options Inc.	\$ 209,872.00
United Way of Long Island	\$ 208,000.00

The contracts have been sent to the Town Attorney's office under separate cover.

In accordance with Town of Oyster Bay's Procurement Policy, the proposed vendors Disclosure Questionnaires have been reviewed and satisfy the Town's Procurement Policy.

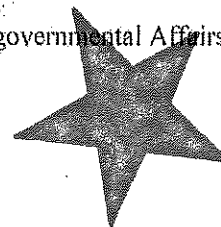
Therefore, it is respectfully requested that the Town Board grant authorization for the Supervisor to sign the subject contracts. This is an eligible WIOA expense and is of no cost to the Town.

John P. Kelly for
Deputy Commissioner

Frank V. Sammartano
Frank V. Sammartano

Commissioner of Intergovernmental Affairs

FVS:pf



TOWN OF OYSTER BAY
Inter-Departmental Memo

August 25th, 2023

TO: MEMORANDUM DOCKET

FROM: FRANK V. SAMMARTANO, COMMISSIONER
INTERGOVERNMENTAL AFFAIRS

SUBJECT: SAVE THE SPACE
Re: OUT-OF-SCHOOL YOUTH EMPLOYMENT AND TRAINING
SERVICES

In connection with the above referenced matter, kindly reserve a space on the Town Board Action Calendar for the meeting of September 12, 2023.

Memorandum Docket to follow with full details.

J. R. [Signature]
Deputy Commissioner

Frank V. Sammartano
Frank V. Sammartano
Commissioner



Meeting of September 12, 2023

Resolution No.676-2023

Reviewed By
Office of Town Attorney
R. P. Deady

WHEREAS, Timothy R. Zike, Deputy Commissioner, Department of Planning and Development, by memoranda dated August 28, 2023 and August 31, 2023, advised that the Department issued a Request for Proposals ("RFP") for firms to assist the Town in creating and maintaining a Mortgage Default Registry, pursuant to the Code of the Town of Oyster Bay, Part II, "General Legislation", Chapter 96, "Dangerous Buildings and Abandoned Buildings", Section 96-21, "Registration of Real Property with Mortgage-in-Default", for the period commencing September 13, 2023 through December 31, 2024, with two (2) one (1) year extension options, with said options to be exercised by the parties to said Agreement, at their discretion; and

WHEREAS, Deputy Commissioner Zike, by said memoranda, further advised, that in accordance with Guidelines 6(a) and 6(c) of the Town of Oyster Bay Procurement Policy, said RFP was sent to two (2) firms, placed on the Town website and bulletin boards, and advertised in Newsday, resulting in the receipt of two (2) proposals submitted to the Town; and

WHEREAS, Deputy Commissioner Zike, by said memoranda, further advised that the Office of the Town Attorney, by memorandum dated August 11, 2023, issued an opinion that the Department's efforts with respect to this RFP were in compliance with the Town's Procurement Policy; and

WHEREAS, Deputy Commissioner Zike, by said memoranda, further advised, that following an internal, departmental committee review, evaluation, and rating of the said two (2) responses by an RFP committee, and in accordance with the requirements of Guidelines 6 and 9 of the Town's Procurement Policy, the Department selected the firm of Hera Property Registry LLC, 1900 South Harbor City Boulevard, Suite No. 211, Melbourne, Florida 32901; and

WHEREAS, Deputy Commissioner Zike, by said memoranda, requested that the Town Board authorize the Town to enter into an agreement with Hera Property Registry, to assist the Town in creating and maintaining a Mortgage Default Registry, for the period commencing September 13, 2023 through December 31, 2024, with two (2) one (1) year extension options, with said options to be exercised at the by parties to said Agreement, at their discretion; and

WHEREAS, Deputy Commissioner Zike, by said memoranda, further requested, that the Town Board authorize the Town Supervisor, and/or his designee, to execute said Agreement, as negotiated; and

WHEREAS, Deputy Commissioner Zike, by said memoranda, further advised that the Town has reviewed the proposed vendor's disclosure questionnaire, and is satisfied the provisions of the Town of Oyster Bay Procurement Policy have been fulfilled,

NOW THEREFORE BE IT RESOLVED, that the requests as hereinabove set forth are approved, and that the Town of Oyster Bay is hereby authorized to enter into an agreement

CORRECTED COPY

Resolution No.676-2023

with Hera Property Registry, to assist the Town in creating and maintaining a Mortgage Default Registry, commencing from September 13, 2023 through December 31, 2024, with two (2) one (1) year extension options, with said options to be exercised by the parties to said Agreement, at their discretion, and be it further

RESOLVED, that the Town Supervisor, and/or his designee, are hereby authorized to execute said Agreement, as negotiated; and be it further

RESOLVED, that the funds for said payment shall be collected, on behalf of the Town of Oyster Bay, and the balance of said fees to be forwarded to the Town of Oyster Bay, on a monthly basis, as provided, in said Agreement.

#

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

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

TOWN OF OYSTER BAY
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

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

DATE: AUGUST 31, 2023

SUBJECT: **SUPPLEMENTAL DOCKET MEMORANDUM**
AUGUST 29, 2023 DOCKET - NUMBER 15
AWARD OF CONTRACT FOR ASSISTANCE WITH CREATING AND
MAINTAINING A MORTGAGE IN DEFAULT REGISTRY FOR THE
TOWN OF OYSTER BAY
DEPARTMENT OF PLANNING AND DEVELOPMENT

On July 19, 2023 the Department of Planning and Development issued "Requests for Proposal" to three (3) firms, advertised in Newsday and published the RFP on the Town's website seeking Assistance with Creating and Maintaining a Mortgage in Default Registry for this Department pursuant to Chapter 96 (Dangerous Buildings and Abandoned Buildings) of the Code of the Town of Oyster Bay. In response to this RFP this Department has received two (2) submissions that were reviewed and evaluated based on the technical merits of the response. Related support documentation is on file in the Department of Planning and Development. Since three (3) responses were not received for this "Requests for Proposal", in accordance with the Town procurement policy, permission to award was received from the Town Attorney's office by memo dated August 11, 2023.

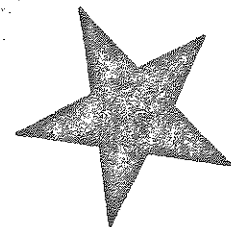
After an internal Departmental committee review and based on compliance with Guidelines 6 and 9 of the Town's Procurement Policy, I recommend Hera Property Registry, LLC at 1900 S. Harbor City Blvd., Suite 211, Melbourne, FL 32901 to be authorized to perform consultant services assisting this Department with Creating and Maintaining a Mortgage in Default Registry for a period commencing September 13, 2023 through December 31, 2024, with an option, at the discretion of the Town and said firm for two (2) one (1) year renewals.

Services of the consultant are to be paid from the fees collected by the consultant on behalf of the Town with the balance of the fees being forwarded to the Town on a monthly basis as provided in the attached agreement.

The Town has reviewed the vendor's disclosure questionnaire and is satisfied that the Town of Oyster Bay Procurement Policy has been fulfilled.

Therefore, it is respectfully requested that the Town Board authorize the Town to enter into an agreement with Hera Property Registry, LLC at 1900 S. Harbor City Blvd., Suite 211, Melbourne, FL 32901 as negotiated and attached and further authorize the Supervisor and/or his designee to execute said agreement.

Timothy R. Zike
TIMOTHY R. ZIKE
DEPUTY COMMISSIONER



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

TO: HAROLD B. MAYER, JR., Esq., Commissioner
Department of Planning & Development

FROM: OFFICE OF THE TOWN ATTORNEY

DATE: August 11, 2023

SUBJECT: Procurement of Hera Property Registry LLC

This memorandum is in response to your memorandum, and our subsequent telephone conference, wherein you requested an opinion from our office concerning the procurement of Hera Property Registry LLC, to provide mortgage registry services for mortgages in default, as contemplated and required under the Code of the Town of Oyster Bay.

It is our understanding that your Department prepared a Request for Proposals ("RFP") for mortgage registry services, which was sent to the three known companies that provide the required services, posted the RFP on the Town website and on Town bulletin boards, and advertised the RFP in Newsday. Despite those efforts, the Town received two responses.

Based on your efforts, this memorandum shall serve as the opinion of the Office of Town Attorney that the Department of Planning & Development may proceed to procure Hera Property Registry LLC ("Hera") to provide mortgage registry services for the Town, without any need for any further procurement; provided that the required disclosure questionnaire must be submitted to, and approved by, the Town.

Very truly yours,

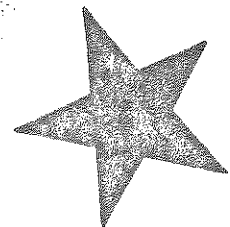
FRANK M. SCALERA
Town Attorney

Thomas M. Sabellico

Thomas M. Sabellico
Special Counsel

TMS/nb

cc: Gregory W. Carman, Jr., Deputy Supervisor
Frank M. Scalera, Town Attorney
Hon. Angelo Delligatti



**AGREEMENT BETWEEN TOWN OF OYSTER BAY, NEW YORK
AND
HERA PROPERTY REGISTRY, LLC**

This Agreement is made as of this ___ day of August, 2023 ("Effective Date") by and between Hera Property Registry, LLC, a Florida limited liability company, with offices at 1900 S. Harbor City Boulevard, Suite 211, Melbourne, Florida 32901 ("HERA"), and the Town of Oyster Bay, a New York municipal corporation, with an address at 54 Audrey Avenue, Oyster Bay, NY 11771 ("TOWN"). The TOWN is comprised of 169 square miles within Nassau County, New York with a population in excess of 300,000 people. It is a suburban community that is bounded on the north and south by the Long Island Sound and the Atlantic Ocean.

WITNESSETH:

WHEREAS, pursuant to Town of Oyster Bay Code §96-21, et seq., (the "Ordinance"), the TOWN desires to enter into this Agreement with HERA in order to provide services authorized pursuant to the Ordinance, to register vacant, abandoned, and foreclosed properties (the "Properties"), so that the TOWN can properly address violations of the Ordinance and the TOWN's property maintenance codes; and

WHEREAS, HERA will provide an electronic registration process that is cost-free and revenue neutral for the TOWN; and

WHEREAS, HERA shall also provide TOWN with administrative Payment Assistance Services ("PAS") if requested by the TOWN to facilitate payment of late fees, charges, fines and penalties as defined under the Ordinance from Registrants or other responsible parties to help the TOWN fulfill the purpose and goals of the Ordinance;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. HERA RESPONSIBILITIES.

- a. HERA will cite the Ordinance to mortgagees and proactively contact those who file a public notice of default, lis pendens, or any foreclosure action, take title to real property via foreclosure or other legal means in accordance with the Key Policy Requirements as outlined in Exhibit "A". HERA will electronically provide for registration of Properties in violation of the Ordinance.
- b. HERA will pay for the expenses, administrative costs and fees related to registration of Properties, except as provided in 1(c). HERA will monitor publicly recorded foreclosure filings for properties located within the jurisdictional area of the TOWN, as well as utility data and any other data available to HERA. HERA will review and confirm the obligation to register

properties pursuant to the Ordinance. HERA will monitor any changes to the obligation to register.

- c. HERA shall charge a fee ("Fee") pursuant to the Ordinance, to each registering party ("Registrant") to register all mortgagees who comply with the Ordinance. HERA shall retain SEVENTY-FIVE and 00/100 (\$75.00) DOLLARS of each collected Fee and remit the balance to the TOWN. HERA shall forward payment of the TOWN's portion of the Fee to the TOWN's finance department no later than the fifteenth (15th) day of the month following receipt of the Fee. Should there be a fee required for public/official record data acquisition integral to the performance of the scope of work required under the terms and provisions of this contract, those charges shall be deducted from the remittance for the actual costs of said charges or subscriptions. If said charges or subscription fees are for the entire county, the fee shall be divided equally between all the communities partnered with HERA within the county at that time. If there is a change in the number of communities partnered with HERA in the county, during the contract period, the county public record access fee will be adjusted accordingly to maintain an even cost sharing by all communities within the county. In any case where the responsible party is unable or refuses to provide an email and/or cellular phone that can be used for verification of information or confirmation of registration HERA is entitled to deduct an additional \$25.00 confirmation fee to cover HERA's expenses associated with obtaining the information through other means. TOWN understands that due to the work HERA has already performed in identifying each Registrant, calculating the Fee and the associated compliance as defined in the Agreement in addition to the costs incurred by HERA in operating the website for the registration of the Properties as defined in 1(e) below, once HERA has correctly identified a Registrant with an obligation to pay a Fee to comply with the Ordinance, HERA shall be entitled to collect their fee from the TOWN for each Registrant even if the TOWN or any third-party working on behalf of the TOWN decides to waive that Fee for a Registrant.
- d. In the event the TOWN's Ordinance requires payment of late fees as part of the registration requirements, HERA shall collect all applicable late fees, retaining twenty percent (20%) of the fee, and remit the balance to the TOWN pursuant to the monthly remittance schedule. All fees related shall be taken out of the TOWN's remittance provided in 1(c).
- e. HERA responsibilities will commence on the Effective Date of this Agreement.

2. INDEMNIFICATION.

- a. **INDEMNIFICATION BY HERA.** HERA shall defend, indemnify, and hold harmless the TOWN and its officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of a breach of this Agreement by HERA, HERA's officers, employees and agents and/or HERA's performance hereunder.

- b. **INDEMNIFICATION BY TOWN.** TOWN shall defend, indemnify, and hold harmless HERA and its officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of a failure by TOWN to timely respond to a public records request.
- 3. **TERM and TERMINATION.** This Agreement shall be effective as of September 13, 2023, and shall terminate on December 31, 2024, with two (2) separate options to renew this Agreement, each for a one (1) year term, upon mutual consent of HERA and the TOWN as evidenced by a Town Board resolution approving same.
 - a. **TERMINATION FOR DEFAULT.** In the event that either party (the "Defaulting Party") shall breach or fail to comply with any provision of this Agreement and such breach or failure shall continue for a period of thirty (30) days after the giving of written notice to the Defaulting Party, such other party may terminate this Agreement immediately by providing written notice of such termination to the Defaulting Party.
 - b. **TERMINATION FOR INSOLVENCY.** This Agreement may be terminated by the TOWN in the event of the insolvency of HERA or the commencement by or against the HERA of any case or proceeding under any bankruptcy, reorganization, insolvency or moratorium law or any other law or laws for the relief of debtors or the appointment of any receiver, trustee or assignee to take possession of the properties of the HERA, unless such petition or appointment is set aside or withdrawn or ceases to be in effect within thirty (30) days from the date of said commencement or appointment or the liquidation or dissolution of the HERA.
- 4. **CONTRACT DOCUMENTS.** The following list of documents which are attached hereto as Exhibits to this Agreement shall be incorporated into this Agreement, as if fully set forth herein by reference:
 - a. Key Policy Requirements (on file)
 - b. TOWN Chapter 96, § 96-21
Entitled "Registration of Real Property with Mortgage-In-Default",
Added 1-29-19 by LL No. 2-2019; 4-21-2020 by LL No. 1-2020
- 5. **INSURANCE.** HERA shall maintain Errors and Omissions Insurance coverage; limits of liability provided by such policy shall be no less than one million dollars (\$1,000,000.00) and shall name the TOWN as an additional insured, to ensure TOWN the indemnification specified herein.
- 6. **OWNERSHIP AND USE OF DOCUMENTS.** All information collected by HERA from registering parties in connection with the registration of a property pursuant to this

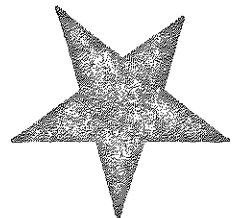
Agreement shall be the property of the TOWN and shall be provided to TOWN upon request. HERA shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with HERA's endeavors.

7. **AUDIT, INSPECTION RIGHTS, AND RETENTION OF RECORDS.** HERA shall maintain records pertaining to this Agreement for a period of six (6) years from final payment. Such records shall be subject to audit by the TOWN on reasonable advanced, written notice. The audit shall be conducted at the premises of the TOWN on business days only and during normal working hours. HERA shall comply with all Florida Public Records Act (Chapter 119, Florida Statutes) requirements, as well as the Retention and Disposition Schedule for New York Local Government Record (commonly referred to as "LGS-1") as now or hereinafter revised. In the event that the Florida Public Records Act and LGS-1 conflict, LGS-1 shall supercede.
8. **INDEPENDENT CONTRACTOR.** This Agreement creates no relationship of joint venture, partnership, limited partnership, agency, or employer-employee between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or authority to assume or create any obligation or responsibility on behalf of the other party except as provided by written instrument signed by both parties.
9. **NOTICES.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, hand delivery or facsimile transmission with receipt of delivery, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice shall be deemed to have been given upon receipt. For the present, HERA and the TOWN designate the following as the respective places for giving of notice:

TOWN: Town of Oyster Bay
 Department of Planning and
 Development 74 Audrey Avenue
 Oyster Bay, NY
 11771 Attention:
 Commissioner

With a copy to: Town Clerk
 54 Audrey Avenue
 Oyster Bay, NY
 11771

With a copy to: Town Attorney
 54 Audrey Avenue
 Oyster Bay, NY



11771

HERA: Kevin Sidella
1900 S. Harbor City Boulevard, Suite 211
Melbourne, FL 32901
Telephone No. _____
Facsimile No. _____

10. AMENDMENTS.

- a. **AMENDMENTS TO AGREEMENT.** It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- b. **AMENDMENT OF FEES.** In the event there are amendments to the Fees, HERA will apply the fee that was in place for the registration period in question.
- c. **AMENDMENT OF ORDINANCE.** In the event there is a change to the ordinance, via an amendment or a resolution, it is the responsibility of the TOWN to provide the approved ordinance amendment or resolution to HERA within seven (7) business days along with all supporting documents specific to the publication process within the TOWN.

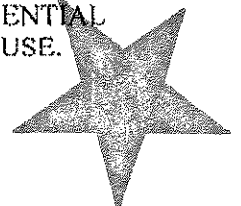
11. ORDINANCE VIOLATION DATA. Whenever the TOWN becomes aware of one or more ordinance violations upon a property registered pursuant to this Agreement, the TOWN shall report the violation(s) to HERA, which shall maintain a record of all reported violations upon the property, in addition to data HERA maintains pursuant to this Agreement.

12. PUBLICITY. HERA may include TOWN's name and general case study information within HERA's marketing materials and website.

13. TOWN LOGO. TOWN shall provide the TOWN's logo to HERA for the purposes as set forth in 1(a).

14. FORCE MAJEURE. Neither party to this Agreement shall be responsible for any delays or failure to perform any provision of this Agreement (other than payment obligations) due to acts of God, strikes or other disturbances, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, or other causes beyond the control of such party.

15. LIMITATION OF LIABILITY. THE TOWN SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE.



16. **BINDING AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
17. **LAWS AND ORDINANCES.** HERA shall observe all laws and ordinances of the TOWN, county, state, federal or other public agencies directly relating to the operations being conducted pursuant to this Agreement.
18. **EQUAL EMPLOYMENT OPPORTUNITY.** In the performance of this Agreement, HERA shall not discriminate against any firm, employee or applicant for employment or any other firm or individual in providing services in violation of any federal and state laws.
19. **WAIVER.** Any failure by TOWN to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and TOWN may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
20. **SEVERABILITY.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
21. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of New York with venue lying in the Supreme Court of the State of New York, Nassau County, New York.

(Balance of Page Intentionally Blank)

22. **ENTIRE AGREEMENT.** This Agreement represents the entire and integrated agreement between the TOWN and the HERA and supersedes all prior negotiations, representations or agreements, either written or oral.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

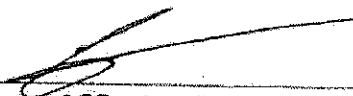
TOWN OF OYSTER BAY, NEW YORK

By:
Title:

Date: _____

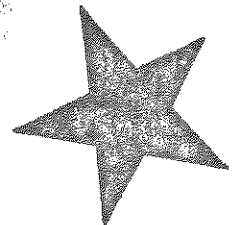
HERA PROPERTY REGISTRY, LLC

By:
Title:


Clifford Johnson
CEO

Date: 08-25-2023

Agreement Between the Town of Oyster Bay and HERA Property Registry, LLC, for property registry for the initial period September 13, 2023 to December 31, 2024



INTER-DEPARTMENTAL MEMO

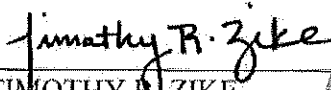
TO: MEMORANDUM DOCKET

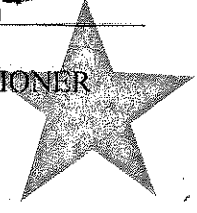
FROM: TIMOTHY R. ZIKE, DEPUTY COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT

DATE: AUGUST 28, 2023

SUBJECT: AWARD OF CONTRACT FOR ASSISTANCE WITH CREATING AND
MAINTAINING A MORTGAGE IN DEFAULT REGISTRY FOR THE TOWN OF
OYSTER BAY
DEPARTMENT OF PLANNING AND DEVELOPMENT

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 September 12, 2023.


TIMOTHY R. ZIKE
DEPUTY COMMISSIONER



TRZ:km

WHEREAS, by Town Board Resolution No. 439-2018, adopted on June 26, 2018, Cashin Associates, P.C. was approved to provide engineering services in connection with Contract No. H17-161, regarding the Retrofit of Existing Streetlights to LED with Solar Power and Battery Backups; and

WHEREAS, James A. Gladysz, P.E, Senior Vice President, Cashin Associates, P.C., by letter dated June 8, 2023, advised the Town that due to an increased construction timeframe necessitated by the NYSDOT's permitting process and delays in delivery of materials, an increase in engineering costs of \$91,436.00 has resulted; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated September 1, 2023, advised that it is necessary and essential to approve and authorize the increase in costs set forth in the aforesaid letter and recommended that the Town Board approve the increase of \$91,436.00 to Contract No. H17-161, in order to provide for the work mentioned described by the consultant, Cashin Associates, P.C.; and;

WHEREAS, Commissioner Lenz, by said memorandum, further advised that funding for the Contract, and for the increase, is provided by the Governor's Office of Storm Recovery through its New York Rising Community Reconstruction Program, and funds are available in Account No. IGA CD 8689 2700 552 CN17; and

WHEREAS, the consultant's disclosure questionnaire has been reviewed and has satisfied the Town's Procurement Policy.

NOW, THEREFORE, BE IT RESOLVED, That upon the recommendations as hereinabove set forth, the increase in fees of \$91,436.00 related to additional engineering costs with regard to Contract No. H17-161 is hereby approved, and be it further

RESOLVED, That the Town Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, with funds to be drawn from Account No. IGA CD 8689 2700 552 CN17.

-#-

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

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

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

September 1, 2023

TO : MEMORANDUM DOCKET

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

SUBJECT : SUPPLEMENTAL MEMO TO ITEM NO. 34
DOCKET OF AUGUST 29, 2023
INCREASE IN ENGINEERING COSTS
RETROFIT OF EXISTING STREETLIGHTS TO LED
WITH SOLAR POWER AND BATTERY BACKUP
CONTRACT NO. H17-161
ACCOUNT NO. IGA CD 8689-27000 552 CN17


In furtherance to Item No. 34 of the docket of August 29, 2023, Town Board Resolution No. 439-2018 dated June 26, 2018, authorized Cashin Associates, P.C., to proceed with Engineering Services relative to the Retrofit of Existing Streetlights to LED with Battery Backup. This project is funded by and conceived through the New York Rising Community Reconstruction Program of the Governor's Office of Storm Recovery.

Attached is a letter from Cashin Associates, P.C., dated June 8, 2023 concerning an increase in engineering in the amount of \$91,436. As explained by the consultant, said increase is due to an increased construction timeframe, as necessary permits from the New York State Department of Transportation required extensive discussions and plan resubmissions, and because of extended material delivery times.

Funds are available for this purpose in Account No. IGA CD 8689-27000 552 CN17.

The consultant's disclosure questionnaire has been reviewed and has satisfied the Town's Procurement Policy.

It is hereby requested that the Town Board authorize, by resolution, the above-noted increase in engineering fees in the amount of \$91,436.00 relative to Contract No. H17-161.



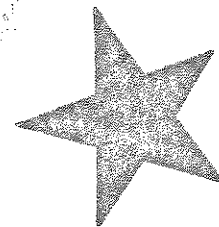
RICHARD W. LENZ, P.E.
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

RWL/MR/lk

Attachments

cc: Steven Ballas, Comptroller
Frank Sammartano, Commissioner/Intergovernmental Affairs
Hans Stronstad, Division of Engineering

H17-161 DOCKET CASHIN INCREASE SUPP





June 8, 2023

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

Attention: Matt Russo, P.E., Deputy Commissioner

Re: Retrofit of Existing Streetlights to LED with Solar Power and Battery Backup
Contract H17-161
Request for Additional Professional Services

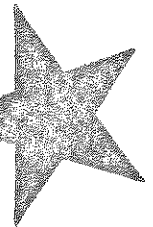
Dear Commissioner Lenz:

As you are aware, Cashin Associates, P.C. (CA) has been providing construction inspection and contract administration services for the above referenced project. The project has been delayed several times due to the slow delivery of materials to the site and now the permitting process from the NYSDOT.

The delays have caused the schedule to shift. CA has expended more inspection and contract administration time due to the less efficient schedule. CA, as of the end of May's billing cycle, has exhausted the funds and have currently accrued \$16,581.60.

Anticipated services required to complete project inspection and contract closeout are as follows:

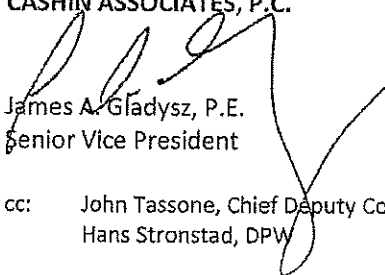
	Amount Anticipated through Contract Completion (including Accrued Funds)	Amount of Funds Required
Inspection	77 Days @ \$112.75/hr	\$69,454.00
Construction Administration	120 Hours @ \$124.85/hr	\$14,982.00
Principal	40 Hours @ \$175.00/hr	\$7,000.00
TOTAL AMOUNT REQUESTED		\$91,436.00



Please feel free to contact me should you have any questions or require further information.

Very truly yours,

CASHIN ASSOCIATES, P.C.


James A. Gladysz, P.E.
Senior Vice President

cc: John Tassone, Chief Deputy Commissioner
Hans Stronstad, DPW

JAG/mag
Attachment

18031.1

<https://cashinpc.sharepoint.com/sites/Projects/6/HCTOW/N/T OYSTER BAY/18031.100 LED Street Lighting/CORRESPONDENCE/18031.1-Reqn Addtl Svcs-June 2023.docx>



Meeting of June 26, 2018

Resolution No. 439-2018

WHEREAS, Resolution No. 243-2018, adopted on April 10, 2018, awarded Contract No. H17-161 to D&B Engineers and Architects, P.C. for the Retrofit of Existing Streetlights to LED with Solar Power and Battery Backup; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated June 11, 2018, requested Town Board approval to rescind Resolution No. 243-2018, concerning Contract No. H17-161, and award the contract to the next highest ranking firm, Cashin Associates, P.C., at a cost not to exceed \$211,587.75

WHEREAS, funds are available to satisfy engineering services at an amount not to exceed \$299,180.00 in Account No. IGA H 1997 20000 000 1303 001; and

WHEREAS, Commissioner Lenz, by the aforementioned memorandum, has further requested that, in order to meet the technical requirements of the project and to satisfy the requirements of the Governor's Office of Storm Recovery, Cashin Associates, P.C. be authorized to utilize Wayman C. Wing, Bay Environmental, LLC, Hirani Engineering & Land Surveying, P.C., and Nova Consulting and Engineering as sub-consultants,

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are accepted and approved, and Resolution 243-2018 is hereby rescinded, Contract No. H17-161 shall be awarded to Cashin Associates, P.C., in an amount of \$211,587.75, in accordance with the provisions thereunder, and Cashin Associates, P.C., shall be authorized to utilize Wayman C. Wing, Bay Environmental, LLC, Hirani Engineering & Land Surveying, P.C., and Nova Consulting and Engineering as sub-consultants; and be it further

RESOLVED, That the Supervisor, or his designee, is hereby authorized to execute the Consulting Agreement in connection with this project, and be it further

RESOLVED, That in accordance with Town policy, the amount of \$211,587.75 shall be encumbered, with funds to be drawn from Account No. IGA H 1997 20000 000 1303 001.

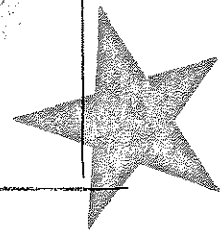
-#-

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

Supervisor Saladino	Aye
Councilman Muscarella	Aye
Councilman Macagnone	Aye
Councilwoman Alesia	Abstain
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye

cc: Supervisor
Town Attorney
Comptroller
Public Works
Intergovernmental Affairs

Reviewed By
Office of Town Attorney
M. J. [Signature]



TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

August 28, 2023


TO: MEMORANDUM DOCKET

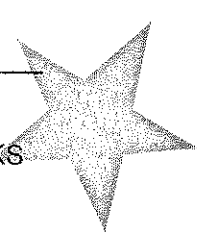
FROM: RICHARD W. LENZ, P.E., COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

SUBJECT: INCREASE IN ENGINEERING
RETROFIT OF EXISTING STREETLIGHTS TO LED WITH SOLAR POWER
AND BATTERY BACKUP
CONTRACT NO. H17-161
SUPPLEMENTAL MEMO TO FOLLOW

The Division of Engineering is preparing the necessary documentation relative to an Increase in Engineering for Contract No. H17-161. Further information and a formal recommendation will be provided by a Supplemental Docket Memo.

It is requested that a space be reserved at the Town Board meeting of September 12, 2023 for the Town Board to take action on an Increase in Engineering for Contract No. H17-161.


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



RWL/MR/lc

c: Steven Ballas, Comptroller
John Tassone, Chief Deputy Commissioner/DPW

H17-161 DOCKET CASHIN INCREASE RESERVE

WHEREAS, by Town Board Resolution No. 439-2018, adopted on June 26, 2018, Cashin Associates, P.C. was approved to provide engineering services in connection with Contract No. H17-161, regarding the Retrofit of Existing Streetlights to LED with Solar Power and Battery Backups; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated September 1, 2023, advised that it is necessary and essential to authorize Change Order No. 1 to Contract No. H17-161, in order to provide for the work mentioned therein regarding modifications to the solar-powered pathway at John J. Burns Park in order to avoid interference with existing lighting, and to construct of a new concrete base for a light fixture at Town Hall South, at a total net increase of \$72,839.49; and;

WHEREAS, Commissioner Lenz, by said memorandum, further advised that funding for the Contract, and for Change Order No. 1, is provided by the Governor's Office of Storm Recovery through its New York Rising Community Reconstruction Program, and funds are available in Account No. IGA CD 8689 2700 552 CN17; and

WHEREAS, the disclosure questionnaire submitted by the contracted vendor, Haugland Energy Group, LLC., has been reviewed and has satisfied the Town's Procurement Policy.

NOW, THEREFORE, BE IT RESOLVED, That upon the recommendations as hereinabove set forth, Change Order No. 1 to Contract No. H17-161 is hereby approved, and the Supervisor, or his designee, is hereby authorized to sign and execute Change Order No. 1, setting forth the work required, at a total net increase of \$72,839.49; and be it further

RESOLVED, That the Town Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, with funds to be drawn from Account No. IGA CD 8689 2700 552 CN17.

-#-

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

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

Reviewed By
Office of Town Attorney

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

September 1, 2023

TO : MEMORANDUM DOCKET

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

SUBJECT: SUPPLEMENTAL MEMO TO ITEM NO. 35
DOCKET OF AUGUST 29, 2023
CHANGE ORDER NO. 1
RETROFIT OF EXISTING STREETLIGHTS TO LED WITH SOLAR POWER
AND BATTERY BACKUP
CONTRACT NO. H17-161
ACCOUNT NO. IGA CD 8689 27000 552 CN17

In furtherance to Item No. 35 of the docket of August 29, 2023, attached is a letter from Cashin Associates, P.C., dated June 27, 2023 concerning Change Order No. 1 for a total increase in the amount of \$72,839.49 as part of Contract No. H17-161. This project is funded by and conceived through the New York Rising Community Reconstruction Program of the Governor's Office of Storm Recovery.


Said Change Order No. 1 encompasses the Contractor's submitted price for changes in the scope of work. This item is explained in the attached letter from Cashin Associates, P.C., which includes modification to the solar-powered pathway lights at John J. Burns Park to avoid interference from the existing sports lighting, and construction of a new concrete base at Town Hall South to accommodate a light fixture that could not be installed on an existing base.

The contractor, Haugland Energy Group, LLC has submitted their price quote for the proposed items of work and the consultant, Cashin Associates, P.C., reviewed the contractor's price quote and finds the increased cost of \$72,839.49 for the additional scope of work to be fair and reasonable.

Funds are available for the described Change Order No. 1 in the amount of \$72,839.49 in Account No. IGA CD 8689 27000 552 CN17.

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

It is hereby requested that the Town Board authorize, by resolution, the above-described Change Order No. 1 having a result of a net increase in the amount of \$72,839.49 relative to the construction of Contract No. H17-161.



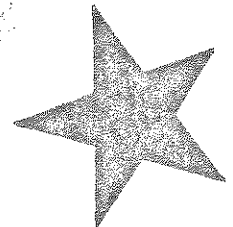
RICHARD W. LENZ, P.E.
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

RWL/MR/ik

Attachments

cc: Steve Ballas, Comptroller
Frank Sammartano, Commissioner/Intergovernmental Affairs
Hans Stronstad, Division of Engineering

H17-161 DOCKET CO1 SUPP



June 27, 2023

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

Attention: Matt Russo, P.E., Deputy Commissioner

**Re: RETROFIT OF EXISTING STREETLIGHTS TO LED WITH SOLAR POWER AD BATTERY BACKUP
CONTRACT NO. H17-161
BID NO. 034-21
CHANGE ORDER NO. 1**

Dear Commissioner Lenz:

During construction at John Buns Park, it was discovered by Town of Oyster Bay Parks (Parks) personnel that certain recently installed light fixtures were not turning on. It was later discovered by Haugland Energy (HE) and Parks personnel that the lights were being affected by the Park's Musco Sports Lighting. The solar assembly installed by HE utilizes the solar panel as a photoelectric sensor of incoming light. Once the solar panel senses a certain amount of light, it triggers the light fixtures to turn on or off. Given the height and luminosity of the sports lighting at John Burns, the solar panels controllers sense the incoming light and remain off during the night operating hours of the park.

Directed by the Town of Oyster Bay Department of Public Works (DPW) and Cashin Associates (CA), HE proposed three different solutions to controlling the solar assembly so that the lights turn on at appropriate times while also allowing for the proper charging of the batteries:

1. Install a time clock at each light fixture controller which can be programmed to turn lights on and off at specific times.
2. Install a "smart" operating system that will allow Parks personnel to control and monitor lights remotely.
3. Install a small photocell sensor at each light fixture controller which will turn the lights on and off based on daylight. Photocells would be installed in a manner where sports lighting interference would be minimal, and lights will turn on at appropriate times.

After evaluating the three proposals provided by HE, CA recommends the Town move forward with proposal #3 due to its cost, availability, ease of installation, and ease of operation/maintenance. See item #1 on the Attached Change Order No. 1 Form.

During construction at Town Hall South, HE determined pole 2DP1 would not be able to be installed as per the contract documents. This is because the pole is situated on a concrete median that houses two fuel pumps owned and utilized by the Town of Oyster Bay. The proposed precast pole base, per the contract documents, is too large for the concrete island and would need extensive demolition and cause damage to the concrete median. Both DPW and CA investigated this claim by HE and concur that pole 2DP1 cannot be installed as per plans.

Directed by the Town of Oyster Bay Department of Public Works (DPW) and Cashin Associates (CA), HE proposed two viable alternatives to installing pole 2DP1 at Town Hall South:

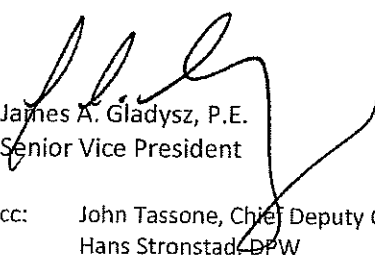
1. Remove the existing foundation and streetlight and construct a new smaller diameter cast-in-place concrete foundation for proposed pole 2DP1. Light pole to be installed in the same location as the demolished existing pole. Prior to installation, Contractor shall provide the Engineer with shop drawings of cast-in-place foundation to the Engineer for approval.
2. Provide another precast concrete foundation and install double light fixture on new precast foundation at another location at Town Hall South in a grass area. Existing light pole on concrete median shall remain in operation.

CA recommends the Town move forward on proposal #1 to maintain the integrity of the site lighting and provide emergency lighting on the fuel pumps. Proposal #1 is also a cost effective and easily installed alternative. See item #2 on the Attached Change Order No. 1 Form.

Please feel free to contact me should you have any questions or require further information.

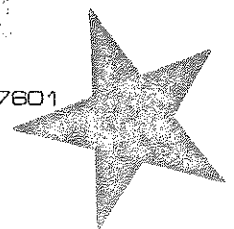
Very truly yours,

CASHIN ASSOCIATES, P.C.


James A. Gladysz, P.E.
Senior Vice President

cc: John Tassone, Chief Deputy Commissioner
Hans Stronstad, DPW

JAG/mag
Attachment
18031.1



TOWN OF OYSTER BAY DEPARTMENT OF PUBLIC WORKS
RETROFIT OF EXISTING STREETLIGHTS TO LED
WITH SOLAR POWER AND BATTERY BACKUP
MASSAPEQUA, NEW YORK
CONTRACT NO. H17-161
BID NO. 034-21
CHANGE ORDER NO. 1

To: Haugland Energy Group, LLC
336 South Service Road
Melville, NY 11747

From: Cashin Associates, P.C.
1200 Veterans Memorial Highway
Hauppauge, NY 11788

Re: Retrofit of Existing Streetlights to LED with Solar Power and Battery Backup, Massapequa
Contract No. H17-161

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

ITEM #1: 47 Photocells

Furnish and install photocells on all 47 proposed solar streetlights at John Burns Park.
See attachment #1.

Total of Item #1: \$54,500.00.

ITEM #2: Cast in Place Streetlight Foundation Base

Furnish and install a cast in place streetlight foundation for proposed streetlight at Town Hall South.
See attachment #2.

Total of Item #2: \$18,339.49

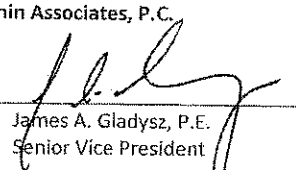
TOTAL COST OF CHANGE ORDER NO. 1: \$72,839.49

The Original Contract sum was:	\$1,251,950.00
Net Change by previously authorized Change Orders:	\$0.00
Total Contract sum prior to this Change Order:	\$1,251,950.00
Change Order No. 1:	\$72,839.49
New Contract sum including CHANGE ORDER No. 1:	\$1,324,789.49

The above work is to be performed in accordance with the letter from Cashin Associates, P.C. dated June 27, 2023, and the memorandum of the Department of Public Works, dated _____, at a cost to the Town of Oyster Bay not to exceed **Seventy Two Thousand Eight Hundred Thirty-Nine Dollars and Forty Nine Cents.**

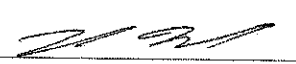
Recommended by:

Cashin Associates, P.C.

by: 
James A. Gladysz, P.E.
Senior Vice President

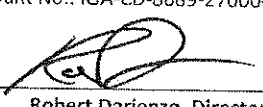
Dated: 6/28/2023

Accepted by:
Haugland Energy Group, LLC

by: 
Richard Malvino

Dated: 6/28/23

Sufficient funding for this Change Order #1 is available from
Account No.: IGA-CD-8689-27000-552 CN17

by: 
Robert Darienzo, Director of Finance

by: 
Steven C. Ballas, Comptroller

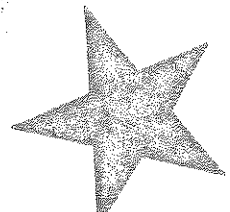
The vendor's disclosure questionnaire has been reviewed and
the Town Procurement Policy has been fulfilled.

by: 
Frank M. Scalera, Town Attorney

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

Joseph S. Saladino, Town Supervisor

Dated: _____



TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

August 28, 2023

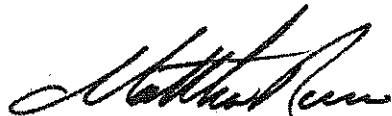
TO: MEMORANDUM DOCKET

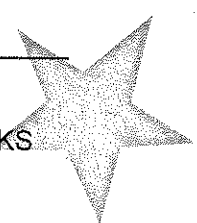
FROM: RICHARD W. LENZ, P.E., COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

SUBJECT: CHANGE ORDER NO. 1
RETROFIT OF EXISTING STREETLIGHTS TO LED WITH SOLAR POWER
AND BATTERY BACKUP
CONTRACT NO. H17-161
SUPPLEMENTAL MEMO TO FOLLOW

The Division of Engineering is preparing the necessary documentation relative to Change Order No. 1 for Contract No. H17-161. Further information and a formal recommendation will be provided by a Supplemental Docket Memo.

It is requested that a space be reserved at the Town Board meeting of September 12, 2023 for the Town Board to take action on Change Order No. 1 for Contract No. H17-161.


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



RWL/MR/lc

Attachments

cc: Steve Ballas, Comptroller
John Tassone, Chief Deputy Commissioner/DPW

H17-161 DOCKET CO1 RESERVE

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memoranda dated August 25, 2023 and September 1, 2023, advised that pursuant to public notice, bids were duly solicited, and were regularly received on February 17, 2023, for Contract No. DP23-262, Honorable Joseph Colby Golf Course Town of Oyster Bay Tee Box Reconstruction, and said bids were publicly opened and read; and

WHEREAS, Commissioner Lenz, by said memoranda, further advised that in compliance with the Town's Procurement Policy, the bid proposals received for Contract No. DP23-262 were reviewed by the Town's consulting engineers, Cashin Associates., P.C.; and

WHEREAS, Cashin Associates, P.C., by letter dated September 1, 2023, recommended the award of Contract No. DP23-262 to Galvin Bros., Inc./Madhue Contracting, Inc., a Joint Venture, 149 Steamboat Road, Great Neck, New York, 11024, the lowest responsive and responsible bidder among four (4) bids received, in the amount of \$1,187,175.00; and

WHEREAS, as per Town policy, \$59,358.75 should be added to the low bid amount for potential quantity increases, for a total bid encumbrance of \$1,246,533.75; and

WHEREAS, Commissioner Lenz, by said memoranda, concurred with the recommendation of Cashin Associates., P.C., consulting engineers, and recommended the award of Contract No. DP23-262, to Galvin Bros., Inc./Madhue Contracting, Inc., a Joint Venture, the lowest responsive and responsible bidder, in the amount of \$1,187,175.00, and \$59,358.75 for potential quantity increases, for a total bid encumbrance of \$1,246,533.75; and

WHEREAS, the estimated construction time for completion of the contract is one hundred and fifty (150) calendar days, with funds to be drawn from Account Nos. TWN A 1989 48940-545-0000 in the amount of \$925,800.00 and PKS H 7197 20000 000 2302 001, Project ID#; 2302PKSA-13 in the amount of \$320,733.75; and

WHEREAS, Commissioner Lenz, by said memoranda, further advised the Board that the Town has obtained full funding for this project from the Coronavirus State and Local Fiscal Recovery Program, as provided by the American Rescue Act, which funding will be utilized pursuant to guidelines established by the New York State Office of the Comptroller; and

WHEREAS, Commissioner Lenz, by said memoranda, further advised that the proposed vendor's disclosure questionnaire has been reviewed and has satisfied the Town's Procurement Policy,

NOW, THEREFORE, BE IT RESOLVED, that the recommendations as hereinabove set forth are accepted, and Contract No. DP23-262 is awarded to Galvin Bros., Inc./Madhue Contracting, Inc., a Joint Venture, in an amount not to exceed \$1,246,533.75, in accordance with the

REVIEWED BY
OFFICE OF TOWN ATTORNEY

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 Nos. TWN A 1989 48940-545-0000 in the amount of \$925,800.00 and PKS H 7197 20000 000 2302 001, Project ID# 2302PKSA-13 in the amount of \$320,733.75, utilizing funding from the Coronavirus State and Local Fiscal Recovery Program in accordance with guidelines set forth by the New York State Office of the Comptroller; 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 \$21,246,533.75, 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

SEPTEMBER 1, 2023

TO: MEMORANDUM DOCKET

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

SUBJECT: SUPPLEMENTAL DOCKET MEMO TO ITEM NO. 37
DOCKET OF AUGUST 29, 2023
AWARD OF CONSTRUCTION CONTRACT
HONORABLE JOSEPH COLBY GOLF COURSE TOWN OF OYSTER BAY
TEE BOX RECONSTRUCTION
CONTRACT NO. DP23-262
ACCOUNT NO. TWN-A-1989-48940-545-0000
ACCOUNT NO. PKS-H-7197-20000-000-2302-001, PROJECT ID NO: 2302PKSA-13

In furtherance to Item No. 37 of the docket on August 29, 2023, the Division of Purchasing received bids for the subject project and the consulting engineer reviewed the bids. Galvin Bros., Inc./Madhue Contracting, Inc., a Joint Venture, located at 149 Steamboat Road, Great Neck, New York 11024 with Federal I.D. [REDACTED] submitted the lowest responsive bid among four (4) in the amount of \$1,187,175.00.


Attached is a letter dated September 1, 2023 from the office of Cashin Associates, P.C, recommending the award of this contract to Galvin Bros., Inc./Madhue Contracting, Inc., a Joint Venture, in the amount of \$1,187,175.00. In accordance with Town policy \$59,358.75 should be applied to the low bid amount for potential quantity increases for a total bid encumbrance of \$1,246,533.75.

The estimated construction time for completion of the subject contract is 150 calendar days. Funds are available for the subject contract work in Account No TWN-A-1989-48940-545-0000 in the amount of \$925,800.00 and PKS-H-7197-20000-000-2302-001, Project ID# 2302PKSA-13 in the amount of \$320,733.75.

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

This project is to be funded with use of Coronavirus State and Local Fiscal Recovery Program (SLFR) funding, as provided through the American Rescue Plan Act. The Town is in receipt of its full SLFR funding. Funds for this initiative will be utilized in accordance with the guidelines set forth by the New York State Office of the Comptroller.

We concur with the recommendation of Cashin Associates, P.C., and request that the Town Board award Contract No. DP23-262 to The Galvin Bros, Inc./Madhue Contracting, Inc., a Joint Venture, in the total bid amount of \$1,187,175.00 and that \$59,358.75 be applied to the low bid amount for a total bid encumbrance of \$1,246,533.75., and that the Office of the Comptroller be directed to issue an encumbrance for this purpose.

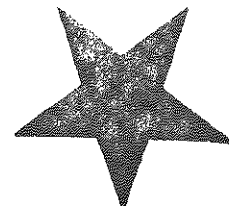

RICHARD W. LENZ, P.E.
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

RWL/MR/TLS/lk

Attachments

cc: Steven C. Ballas, Comptroller
Ralph Raymond, Commissioner/General Services
Joseph G. Pinto, Commissioner Department of Parks

DP23-262 Supplemental Docket Award to Galvin Bros, Inc., /Madhue Contracting, Inc.





September 1, 2023

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

Attn: Matt Russo, P.E.

Reference: **Award Recommendation**
Honorable Joseph Colby Town of Oyster Bay Golf Course
Tee Box Reconstruction, Woodbury, NY
Contract no. DP23-262/Bid No. PW 046-23

Dear Commissioner Lenz:

Cashin Associates, P.C. (CA) has reviewed the four (4) bids received by the Town of Oyster Bay for the above referenced project. The bids were received at Town Hall, and were opened on August, 23, 2023.

The results of the bids received are as follows (a further detailed breakdown is attached):

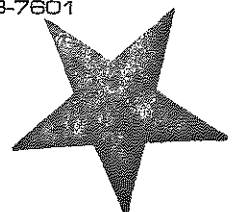
<u>Company</u>	<u>Bid</u>
1. Galvin Bros., Inc/Madhue Cont., Inc., a joint venture	\$1,187,175.00
2. Turco Golf Inc.	\$1,548,150.19
3. Laser Industries, Inc.	\$2,569,940.00
4. Roadwork Ahead, Inc.	\$2,804,935.99

Galvin Bros., Inc/Madhue Cont., Inc., a joint venture (Galvin) is the low bidder. Galvin provided the bid bond and surety guarantee.

Galvin, based on information available from the New York State Department of Labor Standards (DOL), has no current labor law violations identified. We found no evidence that Galvin defaulted on their contract obligations on other projects or otherwise were not responsible. With regards to judgements, claims and lawsuits pending or outstanding, Galvin lists none.

Cashin Associates, P.C. has engineered several municipal projects where Galvin was awarded and constructed the work and has always found their work to be excellent and their firm to be professional and responsive to their clients.

Nothing found during this review indicates that Galvin will be unable to perform under the above referenced contract. Based on the above information, we find no reason not to award the contract to Galvin Bros, Inc./Madhue Contracting, Inc., a joint venture.

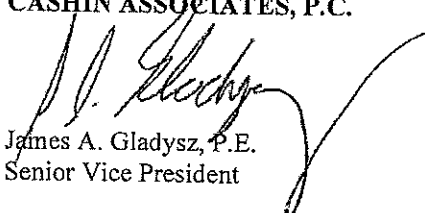


Richard Lenz, P.E., Commissioner
September 1, 2023
Page 2 of 2

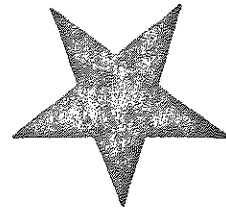
If you have any questions or need additional information, please do not hesitate to contact the undersigned.

Very truly yours,

CASHIN ASSOCIATES, P.C.


James A. Gladysz, P.E.
Senior Vice President

<https://cashinpc.sharepoint.com/sites/Projects/6NCTOWN/T OYSTER BAY/22029,100 Golf Course Tee Boxes/Bid Results/22029.1 Award Recommendation Ltr.doc>



TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

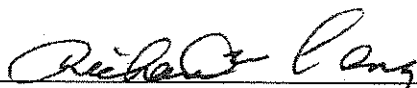
August 25, 2023

TO: MEMORANDUM DOCKET

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

SUBJECT: AWARD OF CONSTRUCTION CONTRACT
THE HONORABLE JOSEPH COLBY TOWN OF OYSTER BAY
GOLF COURSE TEE BOX RECONSTRUCTION
CONTRACT NO.: DP23-262
SUPPLEMENTAL MEMO TO FOLLOW

Additional information will be provided in a Supplemental Docket Memorandum at the next docket meeting. We, therefore, recommend and request that a space be reserved at the next Town Board meeting on September 12, 2023 to take action on The Honorable Joseph Colby Town of Oyster Bay Tee Box Reconstruction.



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

RWL/MR/TLS/IK

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

DP23-262 TEE BOX RECONSTRUCTION SAVE A SPACE

Reviewed By
Office of Town Attorney
Elizabeth A. Taughman

WHEREAS, Lisa Moffa, President, Bethpage Chamber of Commerce, Inc., P.O. Box 636, Bethpage, New York 11714, by letter dated August 31, 2023, requested that the Department of Public Works, Highway Division, permit the Bethpage Chamber of Commerce, in conjunction with the Bethpage Water District and the Bethpage Kiwanis, to utilize Municipal Parking Fields B-1, B-4, B-5 and B-6, Bethpage, to host the 100th Birthday Bash of the Bethpage Water District, on Saturday, September 30, 2023, and further requested the closure of Municipal Parking Fields B-1, B-4, B-5 and B-6, Bethpage, from Thursday, September 28, 2023 at 12:01 a.m. until Monday, October 2, 2023, with appropriate signage, and the use of thirty (30) complete barricades to be delivered on Friday, September 29, 2023, to the rear of BK Sweeney's Restaurant, located at 356 Broadway, Bethpage, New York 11714, and to be collected at the Town's convenience at that location; and

WHEREAS, Richard W. Lenz, Commissioner, Department of Public Works, by memoranda dated August 28, 2023, and September 1, 2023, advised that the Department has no objection to the closure of Municipal Parking Fields B-1, B-4, B-5 and B-6, Bethpage, the posting of "Lot Closing" signs stating that the lots will be closed from Thursday, September 28, 2023 at 12:01 a.m. until Monday, October 2, 2023, and to providing Thirty (30) complete barricades and twenty (20) traffic cones, as requested, to assist in the 100th Birthday Bash of the Bethpage Water District; and

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

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby approved, and the Department of Public Works, Highway Division, is hereby authorized to close Municipal Parking Fields B-1, B-4, B-5 and B-6, Bethpage, from Thursday, September 28, 2023 at 12:01 a.m. until Monday, October 2, 2023, to place temporary "Lot Closing" signs as appropriate in these Municipal Parking Fields stating the lots will be closed from Thursday, September 28, 2023 at 12:01 a.m. until Monday, October 2, 2023, and to allow the use of thirty (30) complete barricades and twenty (20) traffic cones, to be dropped off on Friday, September 29, 2023 to the rear of BK Sweeney's Restaurant, located at 356 Broadway, Bethpage, New York 11714, and to be collected at the Town's convenience at that location, for the 100th Birthday Bash of the Bethpage Water District, subject to the following conditions:

1. The use of all Town property shall be in conformance with the direction of the Commissioner of the Department of Public Works, or his duly authorized designee;
2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of Town property, and in the conduct of the aforescribed activities; and
3. The said organization shall file a Certificate of Insurance with the Office of the Town Clerk, indicating said organization maintains general liability insurance, in the amounts of \$1,000,000 each occurrence, and \$2,000,000 general aggregate, naming the Town of Oyster Bay and the County of Nassau as additional insureds, in connection with the aforementioned activity.

-#-

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

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

TOWN OF OYSTER BAY

Inter-Departmental Memo

September 1, 2023

TO: MEMORANDUM DOCKET

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


SUBJECT: BETHPAGE CHAMBER OF COMMERCE
BETHPAGE WATER DISTRICT 100TH YEAR BIRTHDAY BASH
SATURDAY, SEPTEMBER 30TH 2023
SUPPLEMENTAL MEMO ITEM #38 AUGUST 29TH 2023

Enclosed please find a letter from Lisa Moffa, President, requesting our assistance on behalf of the Bethpage Chamber of Commerce, in conjunction with the Bethpage Water District, in hosting a 100th Year Birthday Bash on Saturday, September 30th 2023.

The Highway Division has no objection to the organization utilizing Parking Field B-1/B4, B-5 and B-6 for the event and will provide "Lot Closing" signs to be posted stating the lot will be closed from Thursday, September 28th 2023 at 12:01 am through Monday, October 2nd 2023 for the event.

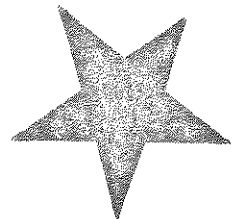
In addition, the Highway Division can readily supply Thirty (30) Barricades and Twenty (20) Traffic Cones for the event.

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



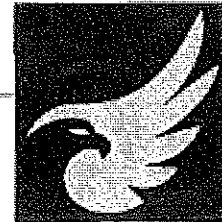
RICHARD W. LENZ, P.E., COMMISSIONER
DEPARTMENT OF PUBLIC WORKS
RWL/kaz

C: John C. Tassone, Chief Deputy Commissioner
Peter Brown, General Foreman 002
Cathy McWilliams, Department of Parks
Justin McCaffrey, Commissioner, Public Safety Department
Grace Santa Maria, Highway Administration



Bethpage Chamber of Commerce

PO Box 636
Bethpage, NY 11714
E-mail: bethpagechamber@gmail.com
Phone: 516-405-0577



August 31, 2023

Town of Oyster Bay
150 Miller Place
Syosset, NY 11791

Dear Deputy Commissioner Tassone,

I am writing to request your assistance with our multi-group event for the Bethpage Chamber and Bethpage Water District 100th Celebration and Bethpage Kiwanis for September 30th & October 1st 2023 and require the closure of lots B1 & B5 by the Bethpage train station Friday evening through Sunday evening.

The weekend event will be held from 12pm to 10pm on September 30th 2023 in Parking Lot B1 at Washington Avenue, which includes B4 by Railroad Avenue. Carnival rides need Friday for set up. We also require the southern side B5 including B6 to be closed off safety for the Drone Light Show scheduled for 9pm that evening.

We have a second day for the event which is focused on the Kiwanis Street Fair for Sunday October 1st but will require only B1/B4 to be closed to continue the rides and food trucks and exhibits. Lot B5 & B6 can reopen, although we would need it to remain closed in case of the rain date for the Drone Show. I believe the Kiwanis have already requested their street closure on Broadway with their leadership.

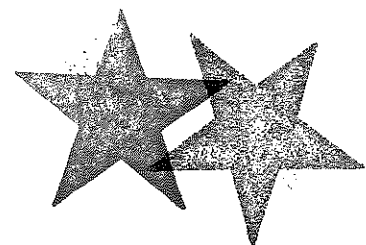
We are also requesting your assistance for 10 barricades to assist the chamber with traffic diversion during set up and breakdown of the event. These barricades can be delivered behind BK Sweeney's on Friday, September 29th and can be picked up from that same location on Monday, October 2nd.

In addition, we would greatly appreciate it if the Town could assist us by placing official "no parking" signs on the key streets, as you have kindly done in the past.

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

Sincerely,

Lisa Moffa
President
Bethpage Chamber of Commerce



Harmless Agreement for Use of Town Property and/or Equipment

This Agreement is made this 1st day of September 2023, by Chamber of Commerce of Bellpage Inc (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 9/28/2023 through 10/02/2023.

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:

Chamber of Commerce of Bellpage Inc.

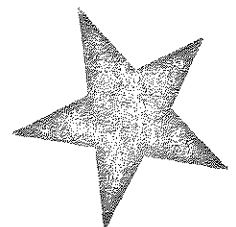
Address of Organization:

P.O. Box 636
Bellpage NY 11714

By: [Signature]
Authorized Representative

Title: President

Telephone Number: 516-405-0577



TOWN OF OYSTER BAY

Inter-Departmental Memo

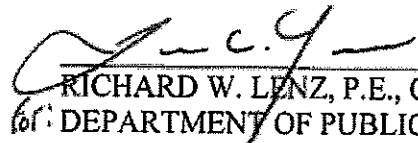
August 28, 2023

TO: MEMORANDUM DOCKET

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

SUBJECT: BETHPAGE WATER DISTRICT
100TH ANNIVERSARY CELEBRATION EVENT

Please reserve a space on the Town Board calendar of September 12th 2023 with respect to the Bethpage Water Districts 100th Anniversary Celebration Event from September 29th 2023 through October 1st 2023. Supplemental memorandum to follow.



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

JCT/kz

WHEREAS, Jack Lord, Communications Supervisor, Syosset Fire Department, 50 Cold Spring Road, Syosset, New York 11791, by email dated August 31, 2023, requested use of Municipal Parking Field S-1, Syosset, which is adjacent to the Syosset Fire District and Department Headquarters, on Saturday, September 30, 2023, from 7 a.m. to 5 p.m., in order to conduct a truck dedication at Department Headquarters on Cold Spring Road on that date; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memoranda dated August 28, 2023, and September 1, 2023, advised that the Highway Division has no objection to providing the use of Municipal Parking Field S-1, Syosset, on Saturday, September 30, 2023, from 7 a.m. to 5 p.m., in order to conduct a truck dedication, and will also provide temporary "No Parking" signs to be posted as well, in addition to providing fifteen (15) compete barricades for this event, and requested that the Town Board approve the request at no charge; and

WHEREAS, the Town Board deems this event to be an appropriate and worthwhile endeavor, and has determined that the approval of the abovementioned requests 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, Highway Division, is hereby authorized to provide the use of Municipal Parking Field S-1, Syosset, provide temporary "No Parking" signs to be posted, and provide fifteen (15) compete barricades for this event, at no charge, to the Syosset Fire Department on Saturday, September 30, 2023, from 7 a.m. to 5 p.m., in order to conduct a truck dedication at Syosset Fire Department Headquarters, to be held on that date, 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 designated representative;
2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of all Town property and equipment, and in the conduct of the aforesaid activity; and
3. The said municipality shall file a Certificate of Insurance with the Office of the Town Clerk, indicating said municipality maintains general liability insurance in the amounts of \$1,000,000 with a general aggregate of \$2,000,000, and naming the Town as an additional insured, in connection with the aforescribed activity.

-#-

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

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

TOWN OF OYSTER BAY

Inter-Departmental Memo

September 1, 2023

TO: MEMORANDUM DOCKET

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

SUBJECT: SYOSSET FIRE DEPARTMENT TRUCK DEDICATION EVENT
TO BE HELD SEPTEMBER 30, 2023
(SUPPLEMENTAL MEMO #39 8/29/23)

Enclosed please find a copy of an email from Jack Lord, Communications Supervisor, requesting our assistance on behalf of the Syosset Fire Department in conducting a truck dedication at Department Headquarters on Saturday, September 30, 2023.

The Highway Division has no objection to the Syosset Fire Department utilizing the northeast portion of Municipal Parking Field S-1 in Syosset (adjacent to the Fire Department Headquarters) on the above mentioned date from 7:00 am through 5:00 pm for their event and will be pleased to provide temporary "No Parking" signs to be posted as well.

Further, the Highway Division will be pleased to provide fifteen (15) complete barricades for this event.

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

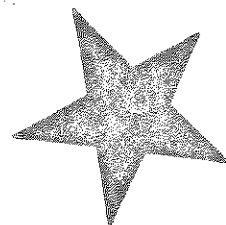


RICHARD W. LENZ, P.E., COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

RWL/kaz

Attachments

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



Kimberly Zervos

From: Jack Lord <jlord@syossetfd.org>
Sent: Thursday, August 31, 2023 11:25 AM
To: Kimberly Zervos
Subject: TOB Syosset LIRR Parking Lot Request

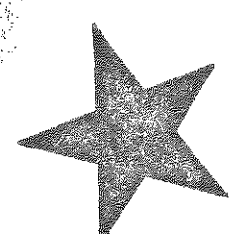
CAUTION: This email originated from outside of our organization! Do not click links, open attachments or reply, unless you recognize the sender's email address and know the content is safe!

Hi Kim,

We would like to use the town parking lot on the north side of the LIRR station in syosset for a dedication/wetdown ceremony on 9/30/23. We would like the parking lot to be closed from 0730 on 9/30/23 to 1530 on 9/30/23. If possible to have some barricades dropped off prior to that, our members can set them out.

Thank you
Jack

Jack Lord
Communications Supervisor
Syosset Fire District
(516) 677-4525
JLord@SyossetFD.org



ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 07/19/2023												
PRODUCER HARBOR INSURANCE AGENCY, LLC 5 FLINT ROAD AMITY HARBOR, NY 11701 631-842-5350		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED SYOSSET FIRE DISTRICT 50 COLD SPRING ROAD SYOSSET, NY 11791		<table border="1"> <tr> <td>INSURERS AFFORDING COVERAGE</td> <td>NAIC #</td> </tr> <tr> <td>INSURER A: ARCH INSURANCE COMPANY</td> <td></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> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: ARCH INSURANCE COMPANY		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #													
INSURER A: ARCH INSURANCE COMPANY														
INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INBR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <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 type="checkbox"/> LOC	MEPK06248018	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMPOP AGG \$ 10,000,000	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	MEPK06248018	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$	
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	MEUM06415117	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 20,000,000 \$ \$ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER IS ADDITIONAL INSURED AS PER FORM CG2026 (04/13) WITH RESPECT TO USE TOB COMMUTER PARKING LOT S1 ON SATURDAY, SEPTEMBER 30TH 2023

CERTIFICATE HOLDER

TOWN OF OYSTER BAY
 54 AUDREY AVE
 OYSTER BAY, NY 11771

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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

With Respects To: Use of TOB commuter parking lot S1, 15 sets of barricades, 2 roll off containers, and
1 set of portable bleachers from 09/30/2023 - 10/03/2023

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.

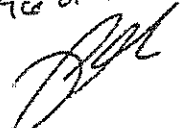
B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

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 31st day of August 2023, by Syosset Fire District (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 9/30/2023 through 9/30/2023.

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:

Syosset Fire District

Address of Organization:

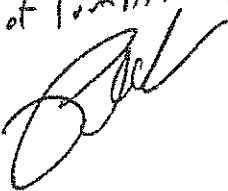
50 Cold Spring Rd

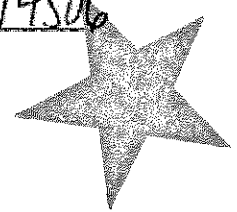
Syosset NY 11791

By: Karen Bonelli
Authorized Representative

Title: Secretary/Treasurer

Telephone Number: 516 677 4506

*Reviewed by
Office of Town Attorney*




DATE: 9/1/2023

TO: HIGHWAY OPERATIONS

SUBJECT: Syosset Fire Department Truck Dedication Event

PLEASE DELIVER TO:

Syosset Fire House
50 Cold Spring Road
Syosset

CONTACT: Jack Lord
516-677-4525

DATE OF EVENT: 9/30/23

SNOW FENCE:

BARRICADES: 15

CONES:

SORT PAILS:

PORTABLE LIGHTS:

GENERATOR:

PACKER:

DELIVER ON: 9/29/23


PICKUP ON: 10/2/23

SWEEPING BEFORE AFFAIR IS NEEDED:

	XX
<u>YES</u>	<u>NO</u>

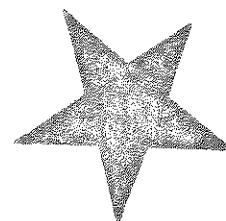
Please be advised that when signing on receipt of Town Equipment, your organization will be held responsible for their return.

JPB/kaz



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

CC: Peter Brown, General Foreman 002
Dan Kornfeld
Area Foreman 015
Public Safety Division



TOWN OF OYSTER BAY

Inter-Departmental Memo

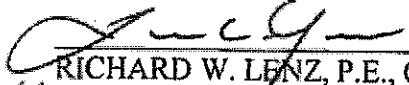
August 28, 2023

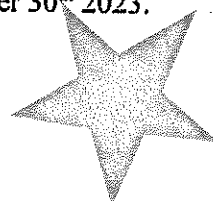
TO: MEMORANDUM DOCKET

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

SUBJECT: SYOSSET FIRE DEPARTMENT
TRUCK DEDICATION EVENT

Please reserve a space on the Town Board calendar of September 12th 2023 with respect to the Syosset Fire Department Truck Dedication Event on September 30th 2023.
Supplemental memorandum to follow.


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



JCT/kz

REVIEWED BY
OFFICE OF TOWN ATTORNEY

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memoranda dated August 28, 2023 and August 31, 2023, advised that the Division of Purchasing received bids for the award of a construction contract with respect to Town of Oyster Bay CVM Garage HVAC, and the consulting engineer reviewed the four (4) bids submitted, and Maccarone Plumbing Inc., located at 10 Seacliff Avenue, Glen Cove, New York 11542, submitted the lowest responsive bid, in the amount of \$796,542.00; and

WHEREAS, Commissioner Lenz, by said memoranda, further advised that Lizardos Engineering Associates D.P.C., by letter dated August 22, 2023, recommended the award of Contract No. DPW23-275 to Maccarone Plumbing Inc., in the amount of \$796,542.00. In accordance with Town policy, an additional \$39,827.10 should be applied to the low bid amount for potential quantity increases for a total bid encumbrance of \$836,369.10; and

WHEREAS, Commissioner Lenz, by said memoranda, further advised that the estimated construction time for completion of the subject contract is ninety (90) calendar days, and that funds are available in Account No. DPW-H-1997-20000-000-2310-008; and

WHEREAS, Commissioner Lenz, by said memoranda, recommended and requested Contract No. DPW23-275, Town of Oyster Bay CVM Garage HVAC, be awarded to Maccarone Plumbing Inc., in the amount of \$796,542.00; and

WHEREAS, Commissioner Lenz, by said memoranda, further advised the Board that the proposed vendor's disclosure questionnaire has been reviewed and has satisfied the Town's Procurement Policy,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and Contract No. DPW23-275 - Town of Oyster Bay CVM Garage HVAC is awarded to Maccarone Plumbing Inc., located at 10 Seacliff Avenue, Glen Cove, New York 11542, in the amount of \$796,542.00 with an additional \$39,827.10 applied to the low bid amount for potential quantity increases for a total bid encumbrance of \$836,369.10.

-#-

The foregoing resolution was declared adopted after a 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

August 31, 2023

TO : MEMORANDUM DOCKET

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

SUBJECT: SUPPLEMENTAL DOCKET MEMO TO ITEM NO. 36
DOCKET OF AUGUST 29, 2023
AWARD OF CONSTRUCTION CONTRACT
TOWN OF OYSTER BAY CVM GARAGE HVAC
CONTRACT NO. DPW23-275
ACCOUNT NO. DPW-H-1997-20000-000-2310-008
PROJECT ID: 2310TWNTWN-05


In furtherance to Item No. 36 of the docket on August 29, 2023 the Division of Purchasing received bids for the subject project and the consulting engineer reviewed the bids. Maccarone Plumbing Inc., located at 10 Seacliff Avenue Glen Cove N.Y, 11542 with Federal I.D. number 11-3243687 submitted the lowest responsive bid among four (4) comprised of the Base Bid \$688,300.00, Alternate #1 \$90,372.00 and Alternate #2 \$17,870.00 for a total of \$796,542.00

Attached is a letter dated August 22, 2023 from the office of Lizardos Engineering Associates, D.P.C., recommending the award of this contract to Maccarone Plumbing Inc. in the amount of \$796,542.00. In accordance with Town policy \$39,827.10 should be applied to the low bid amount for potential quantity increases for a total bid encumbrance of \$ 836,369.10.

The estimated construction time for completion of the subject contract is 90 calendar days. Funds are available for the subject contract work in Account No.DPW-H-1997-20000-000-2310-008, Project ID No. 2310TWNTWN-05

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

We concur with the recommendation of Lizardos Engineering Associates D.P.C. and request that the Town Board award Contract No. DPW23-275 to The Maccarone Plumbing Inc. in the total bid amount of \$796,542.00 and that \$39,827.10 be applied to the low bid amount for a total bid encumbrance of \$836,369.10, and that the Office of the Comptroller be directed to issue an encumbrance for this purpose.

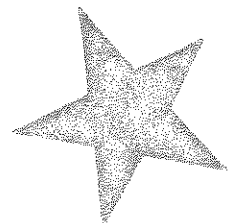

RICHARD W. LENZ, P.E.
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

RWL/MR/JP/ik

Attachments

cc: Steven C. Ballas, Comptroller
Ralph Raymond, Commissioner/General Services
Mike Cipriano Division Head Central Vehicle Maintenance

DPW23-275 Supplemental Docket Award to Maccarone Plumbing Inc.



LIZARDOS

August 22, 2023

Town of Oyster Bay
Department of Public Works
Nassau County, NY
Bid Number: PW 045-23 (DPW23-275)
CVM Garage HVAC

Mr. Matt Russo:

On August 22, 2023 Lizardos Engineering Associated (LEA) reviewed presented bid packages to determine their understanding of the project documents and determine if they are able to provide the expertise required to provide above mentioned completed project to the Town of Oyster Bay (TOB).

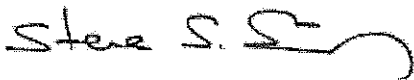
Based on this review Maccarone Plumbing Inc., 10 Seacliff Avenue, Glen Cove, NY has the lowest responsive bid comprised of the Base bid \$688,300.00, Alternate #1 \$90,372.00 and Alternate #2 \$17,870.00 for a total of \$796,542.00 for the above referenced project.

LEA is confident that Maccarone understands the project documents and can provide the expertise to provide a completed project to the TOB. Based on this review and recommendations received; LEA recommends to the TOB that Maccarone be awarded the contract for the CVM Garage HVAC project.

Please call if you have any questions or require additional information.

Sincerely,

LIZARDOS ENGINEERING ASSOCIATES, P.C.



S. Steve Sonmez, P.E., CEM
Associate Vice President

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO


August 28, 2023

TO: MEMORANDUM DOCKET

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

SUBJECT: AWARD OF CONSTRUCTION CONTRACT
TOWN OF OYSTER BAY CVM GARAGE HVAC
CONTRACT NO: DPW23-275
SUPPLEMENTAL MEMO TO FOLLOW

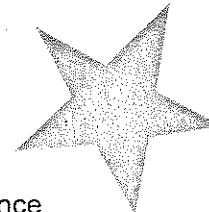
Additional information will be provided in a Supplemental Docket Memorandum at the next docket meeting. We, therefore, recommend and request that a space be reserved at the next Town Board meeting on September 12, 2023 to take action on the award of Contract DPW23-275, Town of Oyster Bay CVM Garage HVAC.



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

RWL/MR/JP/lc

cc: Steven Ballas, Comptroller
Ralph Raymond, Commissioner of General Services
Mike Cipriano, Division Head of Central Vehicle Maintenance



Reviewed By
Office of Town Attorney

Ralph P. Healey

WHEREAS, in 2021, the United States Department of the Treasury created two (2) Emergency Rental Assistance ("ERA") Programs to render financial assistance to households unable to pay rent and/or utilities, through the use of existing or newly-created rental assistance programs; and

WHEREAS, by Resolution No. 350-2021, adopted on June 15, 2021, the Town Board authorized the Town Supervisor, and/or his designee, to execute a Subrecipient Agreement, on behalf of the Town of Oyster Bay ("Town"), with the Long Island Housing Partnership, Inc., 180 Oser Avenue, Suite 800, Hauppauge, New York 11788 ("LIHP"), which by its terms, appointed LIHP as third party administrator of the Town's ERA Program, for a two (2) year contract term, commencing June 15, 2021 through June 14, 2023, and authorized LIHP to administer up to \$15,417,654.00 in funds made available through the United States Department of the Treasury ERA 1 and ERA 2 Programs, at no cost to the Town, and from said sum, allocated an amount not to exceed \$1,417,395.00 in order to provide for the expense LIHP's administrative fees; and

WHEREAS, by said Resolution, the Town Board authorized payment to LIHP for its administrative fees, with the funds allocated for said Fees, and drawn from Account No. IGA CD 8676-4480-000-CV21, and authorized and directed the Town Comptroller to make payment for same, upon the submission of a duly certified claim, after audit; and

WHEREAS, by Resolution Nos. TF-7-2023, and 356-2023, both adopted on May 23, 2023, the Town Board authorized a transfer of funds in the amount of \$116,794.18, and an increase in funding in the amount of \$34,857.16, respectively, raising the maximum allowable administrative fees of LIHP to an amount not to exceed \$1,534,189.18, in funds from the United States Department of the Treasury ERA 1 and ERA 2 Programs, at no cost to the Town; and

WHEREAS, by Resolution No. 356-2023, adopted on May 23, 2023, the Town Board authorized payment to LIHP in the amount of \$34,857.16, with the funds for said payment drawn from Account No. IGA-CD 8676-4480-000-CV21, and authorized and directed the Town Comptroller to make payment for same, upon the submission of a duly certified claim, after audit; and

WHEREAS, John R. Sarconne, Deputy Commissioner, Department of Public Works, for Frank V. Sammartano, Commissioner, Department of Public Works, by memorandum dated September 5, 2023, requested that the Town Board adopt an authorizing Resolution to extend the termination date of the Subrecipient Agreement for the administration of the United States Department of the Treasury Emergency Rental Assistance by and between the Town and the LIHP, from June 14, 2023 through December 31, 2023, to allow additional time to complete ERA Program close-out procedures and reporting, as required by the United States Department of the Treasury, with no additional funding required in connection with this contract extension,

NOW, THEREFORE, BE IT RESOLVED, that the abovementioned request is approved and that by the adoption of this Resolution hereby authorizes the extension of the termination date of the Subrecipient Agreement for the administration of the United States Department of the Treasury Emergency Rental Assistance by and between the Town and the LIHP, from June 14, 2023 through December 31, 2023, nunc pro tunc; and be it further

RESOLVED, that the Town Board hereby authorizes the Town Supervisor, and/or his designee to sign and execute any and all papers, agreements and documents which may be required to implement the termination date extension to the above-specified Subrecipient Agreement.

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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

INTER-DEPARTMENTAL MEMO

TO: MEMORANDUM DOCKET

FROM: FRANK V. SAMMARTANO, COMMISSIONER
INTERGOVERNMENTAL AFFAIRS

DATE: SEPTEMBER 5, 2023

SUBJECT: EMERGENCY RENTAL ASSISTANCE PROGRAM
LONG ISLAND HOUSING PARTNERSHIP
EXTENSION TO SUBRECIPIENT AGREEMENT

Resolution Number 350-2021 (Enclosed) authorized the Town to enter into a Subrecipient Agreement for U.S. Department of Treasury Emergency Rental Assistance (Subrecipient Agreement) with the Long Island Housing Partnership, Inc. (LIHP). Through this Subrecipient Agreement, LIHP served as a third-party administrator of the Town's Emergency Rental Assistance Program for a period of June 15, 2021 through June 14, 2023, in exchange for up to \$1,417,395.00 in administrative fees. Resolution numbers TF-7-2023 and 356-2023 (Enclosed) authorized a transfer of funds and contractual increase, respectively, thereby increasing LIHP's maximum allowable administrative fees to \$1,534,189.18 under this Subrecipient Agreement. All funding for the Town's Emergency Rental Assistance Program, inclusive of LIHP's administrative fees, is provided in-full through the U.S. Department of Treasury's Emergency Rental Assistance Program and is at no cost to the Town of Oyster Bay.

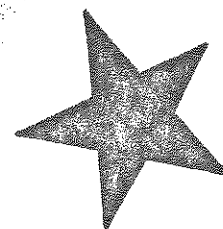
Additional time beyond the June 14, 2023 contract end date is required to allow for LIHP's continued efforts towards program close-out procedures and reporting as required by the U.S. Department of Treasury. There is no additional funding needed in connection with this contract extension.

It is, therefore, respectfully requested that the Town Board adopt an authorizing Resolution to extend the end date of the Subrecipient Agreement for U.S. Department of Treasury Emergency Rental Assistance between the Town of Oyster Bay and Long Island Housing Partnership through December 31, 2023, *nunc pro tunc* as of June 14, 2023. This contract extension will allow for additional time to complete Emergency Rental Assistance Program close-out procedures and reporting as required by the U.S. Department of Treasury.

Kindly suspend rules and place this item on Town Board calendar of September 12th 2023.

John R. D'Amico
Deputy Commissioner

For Frank V. Sammartano
Frank V. Sammartano,
Commissioner



WHEREAS, in 2021, the United States Department of the Treasury created two (2) Emergency Rental Assistance ("ERA") Programs, to provide funds to eligible municipalities, for the purpose of rendering financial assistance to households unable to pay rent and/or utilities, either through existing or newly-created rental assistance programs; and

WHEREAS, by Resolution No. 350-2021, adopted on June 15, 2021, the Town Board authorized the Supervisor and/or his designee to execute a Subrecipient Agreement on behalf of the Town of Oyster Bay ("Town") with the Long Island Housing Partnership, Inc., 180 Oser Avenue, Suite 800, Hauppauge, New York 11788 ("LIHP"), appointing LIHP as a third-party administrator of the Town's ERA Program, for a two-year term commencing June 15, 2021 through June 14, 2023; and

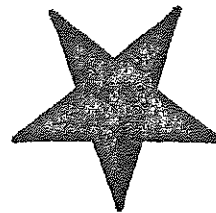
WHEREAS, under the terms of the Subrecipient Agreement which was executed, the maximum value of the funds LIHP was authorized to administer was \$15,417,654, with funding provided by the United States Department of the Treasury, with up to \$14,000,259 allocated as Emergency Rental Assistance grants to approved applicants and up to \$1,417,395 allocated as LIHP's Administrative Fees; and

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated May 15, 2023, advised that the Department was advised by LIHP that they required an additional \$116,794.18 in Administrative Fees in order to administer the Town's ERA Program, due to the unprecedented nature of the Coronavirus Pandemic and challenges in administering newly created federal programs in response to the pandemic; and

WHEREAS, Commissioner Sammartano, by said memorandum, recommended LIHP's request for additional funding,, and requested and recommended that the increase of \$116,794.18 be accomplished by transferring the amount of \$81,937.02, in unused funds, across budget lines within the Subrecipient Agreement, and authorizing an increase in funds under the Agreement by an amount not to exceed \$34,857.16, resulting in the maximum value of the Subrecipient Agreement being \$15,452,511.16; and

WHEREAS, Commissioner Sammartano, by said memorandum, further advised that all funds pertaining to the Town's ERA Program, inclusive of the proposed increase, are provided through the United States Department of the Treasury and are of no cost to the Town,

Reviewed By
Office of Town Attorney

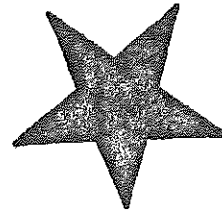


NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation as set forth hereinabove are accepted and approved, and the funding for the Subrecipient Agreement between the Town and LIHP is hereby increased by an amount not to exceed \$34,857.16, thereby increasing the maximum value of the Subrecipient Agreement to \$15,452,511.16, and increasing LIHP's Administrative Fees thereunder by \$116,794.18; and be it further

RESOLVED, That the funds for said payment shall be provided through the United States Department of the Treasury ERA I and ERA II Programs, and therefore shall constitute no cost to the Town of Oyster Bay; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment to LIHP, in an amount not to exceed \$34,857.16, from Account No. IGA-CD-8676-44800-000-CV21, upon the 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

Reviewed By
Office of Town Attorney



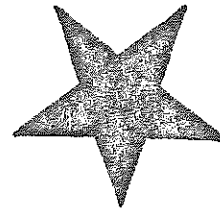
Meeting of May 23, 2023

Resolution No. TF-7-2023

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
25-23	PKS	\$ 12,000.00	PKS A 7110 46300 000 0000
		\$ 12,000.00	TO PKS A 7110 25000 000 0000
026-23	SAN	\$ 4,000.00	FROM SAN SR05 8160 46530 000 0000
		\$ 4,000.00	TO PKS SP01 7180 41600 000 0000
027-23	IGA	\$ 81,937.02	FROM IGA CD 8610 48080 707 CV21
		\$ 81,923.02	TO IGA CD 8676 44800 707 CV21
		\$ 34,857.16	TO IGA CD 8676 49200 707 CV21
		\$ 34,857.16	FROM IGA CD 8676 44800 707 CV21

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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 Hland	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

Meeting of June 15, 2021

Resolution No. 350-2021

WHEREAS, the United States Department of the Treasury created two separate Emergency Rental Assistance (ERA) Programs, which provide funds to eligible Municipalities for the purpose of providing financial assistance for households unable to pay rent and utilities, through existing or newly created rental assistance programs; and

WHEREAS, the Town of Oyster Bay is in receipt, from the United States Department of the Treasury, \$8,850,711.90, provided through ERA Program 1, as made available through the Consolidation Appropriations Act of 2021, and \$7,003,154.10, provided through ERA Program 2, as made available through the American Rescue Plan Act of 2021; and

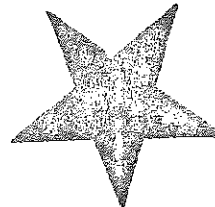
WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated June 8, 2021, advised that a request for proposals ("RFP") was issued to procure services for assistance with the administration of the ERA Programs, with funding for these services provided through the U.S. Department of Treasury ERA 1 and ERA 2 Programs, at no cost to the Town, and that the Department of Intergovernmental Affairs received four (4) responses; and

WHEREAS, following a review and evaluation of all the responses, in compliance with the requirement of Guidelines 6 and 9 of the Town's Procurement Policy, Commissioner Sammartano, by the aforementioned memorandum, requested and recommended that the Town Board authorize Long Island Housing Partnership, Inc., to perform services for assistance with the administration of the ERA Programs, in an amount not to exceed \$1,417,395, with funding for this purpose available in Account Number IGA-CD-8676-44800-000-CV21, said funding provided through the U.S. Department of Treasury ERA 1 and ERA 2 Programs, at no cost to the Town, for a period commencing June 15, 2021 through June 14, 2023; and

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

WHEREAS, Commissioner Sammartano, by said memorandum, further requests authorization for the Supervisor and/or his authorized designee to execute an Agreement, as approved by the Office of the Town Attorney, with Long Island Housing Partnership, Inc., for the purpose of providing services for assistance with the administration of the ERA Programs,

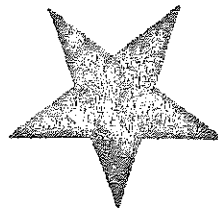
CAF.
Reviewed By
Office of Town Attorney
[Signature]



NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, and the Supervisor and/or his designee are authorized to execute an Agreement with Long Island Housing Partnership, Inc., in an amount not to exceed \$1,417,395.00, with funding provided through the U.S. Department of Treasury ERA 1 and ERA 2 Programs, at no cost to the Town, for a period commencing June 15, 2021 through June 14, 2023; and be it further

RESOLVED, That the Comptroller is hereby authorized to make payment to Long Island Housing Partnership, Inc., in an amount not to exceed \$1,417,395.00, upon presentation of a duly certified claim, after audit and that the funds for said payment shall be drawn from Account No. IGA-CD-8676-44800-000-CV21.

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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

WHEREAS, a fire occurred at the Department of Public Works' yard, Syosset, New York on February 14, 2023, resulting in damage to a total of four Town garbage trucks, for which an insurance claim was filed with Allianz Global Corporate & Specialty ("Allianz"), the Town's property insurer; and

WHEREAS, Allianz offered to issue payment to the Town in the amount of \$208,271.55, after application of the Town's \$25,000.00 deductible, in full and final settlement of the insurance claim; and

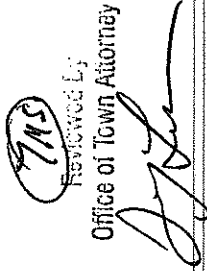
WHEREAS, Frank M. Scalera, Town Attorney, and Jeffrey Lesser, Deputy Town Attorney, by memorandum dated August 31, 2023, requested that Town Board approve the offer of Allianz, with the Town receiving settlement of the claim in the amount of \$208,271.55, representing a loss payment amount of \$233,271.55, minus the Town's \$25,000.00 deductible, and further to authorize the Supervisor, or his designee, to execute any documentation to effectuate the final payment and settlement of claims for the subject loss,

NOW, THEREFORE, BE IT RESOLVED, That the insurance settlement as hereinabove set forth is approved, and that the Supervisor or his designee is authorized to execute any documentation to effectuate the final payment and settlement of claims for the subject loss of February 14, 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

Reviewed By
Office of Town Attorney


6084

Town of Oyster Bay
Inter-Departmental Memo

To: Memorandum Docket

From: Office of the Town Attorney

Date: August 31, 2023

Subject: Property Damage Insurance Claim
Garbage Truck Damage

Due to a fire at the DPW yard on February 14, 2023, four Town garbage trucks were damaged, two 2012 International 7400 trucks, and one 2012 International 4300 truck sustained major damage, and there was minor damage to a 2012 International 7400 truck.

The Town's property insurance carrier, Allianz Global Corporate & Specialty ("Allianz") has offered to settle the claim of the Town for the four garbage trucks in the amount of \$208,271.55. This represents a total payment amount of \$233,271.55, minus the Town's deductible of \$25,000.00.

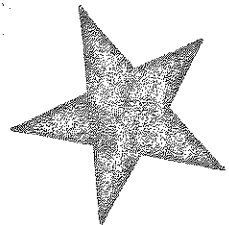
This Office recommends that the Town accept payment from Allianz in the amount of \$208,271.55, as final payment of Allianz' obligations under the policy for this loss, and that the Supervisor or his designee be authorized to execute any documentation to effectuate the final payment and settlement of claims for the subject loss.

Kindly suspend the rules and place this matter on the September 12, 2023 Town Board Action Calendar.

FRANK M. SCALERA
TOWN ATTORNEY


Jeffrey Lesser
Deputy Town Attorney

JAL:jal
Enclosure



Reviewed By
Office of Town Attorney

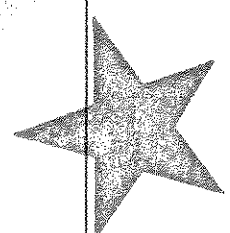
WHEREAS, a fire occurred at the Department of Public Works' yard, Syosset, New York on February 14, 2023, resulting in damage to a total of four Town garbage trucks, for which an insurance claim was filed with Allianz Global Corporate & Specialty ("Allianz"), the Town's property insurer; and

WHEREAS, Allianz offered to issue payment to the Town in the amount of \$208,271.55, after application of the Town's \$25,000.00 deductible, in full and final settlement of the insurance claim; and

WHEREAS, Frank M. Scalera, Town Attorney, and Jeffrey Lesser, Deputy Town Attorney, by memorandum dated August 31, 2023, requested that Town Board approve the offer of Allianz, with the Town receiving settlement of the claim in the amount of \$208,271.55, representing a loss payment amount of \$233,271.55, minus the Town's \$25,000.00 deductible, and further to authorize the Supervisor, or his designee, to execute any documentation to effectuate the final payment and settlement of claims for the subject loss,

NOW, THEREFORE, BE IT RESOLVED, That the insurance settlement as hereinabove set forth is approved, and that the Supervisor or his designee is authorized to execute any documentation to effectuate the final payment and settlement of claims for the subject loss of February 14, 2023.

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ESTIMATE OF LOSS



Insured: Town of Oyster Bay
 Date of Loss: 2/14/2023
 Location of Loss: DAL23676130
 Claim Number: 80170192
 Sedgwick File Number: DAL23676130

Item	Comments	Value	Loss	Claim
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2012 INTL 4500 S/N 598723 ACV scheduled amount \$ 135,000.00

Obvious total Loss

Comps Secured

Ben Kaplan Equipment	707-849-6920	\$ 40,000.00
Pacific Truck Center	909-275-3120	\$ 69,995.00
Don Baskin Truck Sales	888-398-7966	\$ 70,000.00
Average asking price		\$ 59,998.33
Transportation	estimated	\$ 2,500.00
Estimated ACV		\$ 62,498.33

2012 INTL Sanipacker S/N 437720 ACV scheduled amount \$ 252,265.00

Obvious total Loss

Machino

Cooper & Liberty Kenworth	855-642-6621	\$ 59,900.00
Marketbook - Brion Maguire	484-407-7001	\$ 87,945.00
Average asking price		\$ 99,900.00
Estimated transportation		\$ 82,581.67
Estimated ACV		\$ 2,500.00
		\$ 85,081.67

2012 INTL Sanipacker S/N 437715 ACV Scheduled amount \$ 252,265.00

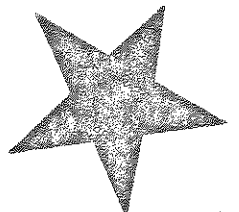
Obvious Total Loss

Machino

Cooper & Liberty Kenworth	855-642-6621	\$ 59,900.00
Marketbook - Brion Maguire	484-407-7001	\$ 87,945.00
Average asking price		\$ 99,900.00
Estimated transportation		\$ 82,581.67
Estimated ACV		\$ 2,500.00
		\$ 85,081.67

2012 INTL Sanipacker S/N 599963 ACV Scheduled amount \$ 181,870.00

Partial Damage



Reviewed By
Office of Town Attorney

WHEREAS, Anbaric Development Partners, LLC ("Anbaric"), a developer of large-scale electric transmission projects, filed proceedings with the State of New York, Department of Public Service, styled *Application of Anbaric Development Partners, LLC Pursuant to Public Service Law Article VII for a Certificate of Environmental Compatibility and Public Need for the Juno Power Express Electric Transmission Facility*, Matter No. 22-00615, for a determination of the impact upon Long Island municipalities and facilities in furtherance of Anbaric's request for an offshore wind power site to connect with the regional Long Island power grid, with said proceedings requesting the appearance of interested parties, including relevant governmental agencies and municipalities on Long Island potentially impacted by Anbaric's application; and

WHEREAS, Frank M. Scalera, Town Attorney, and Jeffrey Lesser, Deputy Town Attorney, by memorandum dated September 1, 2023, have requested Town Board authorization to retain the law firm Berkman, Henoch, Peterson, Petty & Fenschel, P.C. ("Berkman Henoch"), 100 Garden City Plaza, Garden City, NY 11530, to represent the interests of the Town; and

WHEREAS, Berkman Henoch presently represents the Town of Hempstead in the aforementioned application, with the Town of Hempstead being similarly situated as is the Town of Oyster Bay, as an interested party in the aforementioned proceedings, regarding the potential impacts of the Anbaric application; and

WHEREAS; Thomas M. Sabellico, Special Counsel, by memorandum dated September 1, 2023, advised that based upon the facts and circumstances of this matter, that the Town is in compliance with the Town's Procurement Policy,

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are accepted, and the Office of the Town Attorney is hereby authorized to retain Berkman, Henoch, Peterson, Petty & Fenschel, P.C., 100 Garden City Plaza, Garden City, NY 11530, to represent the Town in connection with the aforementioned matter filed with the State of New York, Department of Public Service, in accordance with Resolution No. 957-2022, adopted on December 13, 2022.

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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

685

Town of Oyster Bay
Inter-Departmental Memo

TO : Memorandum Docket

FROM : Office of the Town Attorney

DATE : September 1, 2023

SUBJECT: Authorization to Retain Counsel Relative to a State Proceeding
Application of Anbaric Development Partners, LLC, Pursuant to Public Service
Law Article VII

Anbaric Development Partners, LLC, a developer of large-scale electric transmission projects, filed proceedings with the State of New York, Department of Public Service, to further their application for an offshore wind power site, to connect with the regional Long Island power grid. The Article VII proceedings are required by New York State Public Service Law to provide a full review regarding the need for such facilities, and their impact on Long Island municipalities.

All interested parties, including the New York State Department of Public Service, PSEG, the Town of Hempstead and City of Long Beach have appeared in the proceedings. The Town of Hempstead is represented by the law firm Berkman, Henoch, Peterson, Petty & Fenschel, P.C. ("Berkman Henoch"), 100 Garden City Plaza, Garden City, NY 11530.

Based upon Berkman Henoch's appearance on behalf of the Town of Hempstead, which is similarly situated to the Town of Oyster Bay as an interested party in these proceedings, the Office of Town Attorney recommends that the Town Board authorize the retention of Berkman Henoch to serve as counsel for the Town in the aforementioned Article VII proceeding of the State of New York, Department of Public Service, Matter No. 22-00615, styled *Application of Anbaric Development Partners, LLC Pursuant to Public Service Law Article VII for a Certificate of Environmental Compatibility and Public Need for the Juno Power Express Electric Transmission Facility*, in accordance with Resolution No. 957-2022, adopted on December 13, 2022.

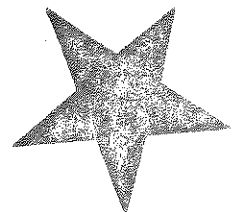
Thomas M. Sabellico, Special Counsel, by memorandum dated September 1, 2023, advised that based upon the facts and circumstances of this matter that the Town is in compliance with the Town's Procurement Policy.

Kindly suspend the rules and place this matter on the September 12, 2023 Town Board Action Calendar.

FRANK M. SCALERA
TOWN ATTORNEY


Jeffrey Lesser
Deputy Town Attorney

JL:jl
Attachment



Reviewed By
Office of Town Attorney

WHEREAS, Anbaric Development Partners, LLC ("Anbaric"), a developer of large-scale electric transmission projects, filed proceedings with the State of New York, Department of Public Service, styled *Application of Anbaric Development Partners, LLC Pursuant to Public Service Law Article VII for a Certificate of Environmental Compatibility and Public Need for the Juno Power Express Electric Transmission Facility*, Matter No. 22-00615, for a determination of the impact upon Long Island municipalities and facilities in furtherance of Anbaric's request for an offshore wind power site to connect with the regional Long Island power grid, with said proceedings requesting the appearance of interested parties, including relevant governmental agencies and municipalities on Long Island potentially impacted by Anbaric's application; and

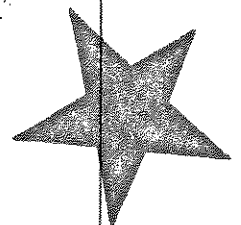
WHEREAS, Frank M. Scalera, Town Attorney, and Jeffrey Lesser, Deputy Town Attorney, by memorandum dated September 1, 2023, have requested Town Board authorization to retain the law firm Berkman, Henoch, Peterson, Petty & Fenschel, P.C. ("Berkman Henoch"), 100 Garden City Plaza, Garden City, NY 11530, to represent the interests of the Town; and

WHEREAS, Berkman Henoch presently represents the Town of Hempstead in the aforementioned application, with the Town of Hempstead being similarly situated as is the Town of Oyster Bay, as an interested party in the aforementioned proceedings, regarding the potential impacts of the Anbaric application; and

WHEREAS; Thomas M. Sabellico, Special Counsel, by memorandum dated September 1, 2023, advised that based upon the facts and circumstances of this matter, that the Town is in compliance with the Town's Procurement Policy,

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are accepted, and the Office of the Town Attorney is hereby authorized to retain Berkman, Henoch, Peterson, Petty & Fenschel, P.C., 100 Garden City Plaza, Garden City, NY 11530, to represent the Town in connection with the aforementioned matter filed with the State of New York, Department of Public Service, in accordance with Resolution No. 957-2022, adopted on December 13, 2022.

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TOWN OF OYSTER BAY
Inter-Departmental Memorandum

TO : FRANK M. SCALERA, Esq., Town Attorney
THROUGH: JEFFREY LESSER, Esq., Deputy Town Attorney
FROM : THOMAS M. SABELLICO, Special Counsel
DATE : September 1, 2023
SUBJECT: Berkman Henoch Peterson & Peddy, P.C.

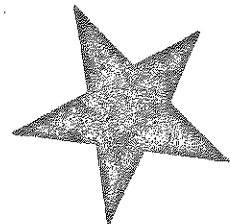
We are in receipt of your memorandum, dated September 1, 2023, requesting the opinion of this office as to compliance with the Town's Procurement Policy in the retention of Berkman Henoch Peterson & Peddy, P.C. ("Berkman Henoch"), to defend the Town's interests in the Article 7 New York State proceedings initiated by Anbaric Development Partners, LLC, seeking New York State approval in connection with running the necessary infrastructure for the Juno Power Express Project to provide offshore wind power (*Application of Anbaric Development Partners, LLC Pursuant to Public Service Law Article VII for a Certificate of Environmental Compatibility and Public Need for the Juno Power Express Electric Transmission Facility*)

You have advised that Berkman Henoch has already appeared in the proceeding as counsel for the Town of Hempstead, whose interests mirror those of the Town of Oyster Bay in the matter, and as such they are aware of all of the facts and proceedings previously had therein. It is also my understanding that the Office of the Town Attorney has previously been authorized by the Town Board to retain Berkman Henoch as outside counsel to represent the Town's interests.

In light of the foregoing, and the unique and special skill set possessed by Berkman Henoch with respect to the matter, it is the opinion of the Office of the Town Attorney that the Town may proceed to retain Berkman Henoch to represent its interests in *Application of Anbaric Development Partners, LLC Pursuant to Public Service Law Article VII for a Certificate of Environmental Compatibility and Public Need for the Juno Power Express Electric Transmission Facility*, without the solicitations, written proposals or quotations otherwise required under the Town's Procurement Policy.

Office of the Town Attorney
Thomas M. Sabellico
Thomas M. Sabellico
Special Counsel

TMS/nb



Reviewed By
Office of Town Attorney

Ralph P. Healey

WHEREAS, Crush Crete Inc. has requested permission to use and occupy a five (5) acre portion of Town owned land located at the Old Bethpage Solid Waste Disposal Complex, Old Bethpage, pursuant to the attached license agreement for the manufacture and storage of an inventory of wood chips, the performance of tree trimming and landscaping services, the performance of construction/concrete material removal and restoration of the property to its prior condition, and the performance of street sweeping removal services; and

WHEREAS, the use and occupancy of said premises by Crush Crete Inc. would inure to the benefit of the Town by generating income and providing 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 use and possession agreements at the Old Bethpage Solid Waste Disposal Complex; and

WHEREAS, Frank M. Scalera, Town Attorney and Anthony C. Curcio, Deputy Town Attorney, by memorandum dated September 8, 2023, recommended and requested that the Supervisor, or his designee, be authorized and directed to execute the attached License Agreement with Crush Crete Inc. for the use of approximately a five (5) acre portion of the premises located at the Old Bethpage Solid Waste Disposal Complex, for the manufacture and storage of an inventory of wood chips, the performance of tree trimming and landscaping services, the performance of construction/concrete material crushing and removal and restoration of the property to its prior condition, and the performance of street sweeping removal services, for a license fee amount of \$5,000.00 per acre, per month, for a term of October 1, 2023 through September 30, 2028; and

WHEREAS, Crush Crete Inc. is also seeking permission to sub-license a portion of Town owned land located at the Old Bethpage Solid Waste Disposal Complex, Bethpage Road, Old Bethpage to Edgewood Industries Inc., 100 Frank Road, Hicksville, New York 11801, in accordance with the attached sub-license agreement; and

WHEREAS, Frank M. Scalera, Town Attorney and Anthony C. Curcio, Deputy Town Attorney, by said memoranda, further recommended and requested that Crush Crete Inc. be authorized to sub-license a portion of Town owned land located at the Old Bethpage Solid Waste Disposal Complex, Bethpage Road, Old Bethpage to Edgewood Industries Inc., 100 Frank Road, Hicksville, New York 11801; and

WHEREAS, Frank M. Scalera, Town Attorney and Anthony C. Curcio, Deputy Town Attorney, by said memoranda, advised that Crush Crete Inc. and Edgewood Industries Inc.'s disclosure questionnaires have been reviewed and have satisfied the Town's Procurement Policy.

NOW, THEREFORE, BE IT RESOLVED, that the abovementioned recommendation and request are hereby accepted and approved, and the Supervisor, or his designee, is hereby authorized and directed to execute the attached License Agreement with Crush Crete Inc. for the use of approximately a five (5) acre portion of the premises located at the Old Bethpage Solid Waste Disposal Complex, for the manufacture and storage of an inventory of wood chips, the performance of tree trimming and landscaping services, the performance of construction/concrete material crushing and removal and restoration of the property to its prior condition, and the performance of street sweeping removal services, for a license fee amount of \$5,000.00, per acre, per month, for a term of October 1, 2023 through September 30, 2028; and be it further

RESOLVED, That the abovementioned recommendation and request are hereby accepted and approved, and Crush Crete Inc. is authorized to sub-license a portion of Town owned land located at the Old Bethpage Solid Waste Disposal Complex, Bethpage Road, Old Bethpage to Edgewood Industries Inc., 100 Frank Road, Hicksville, New York 11801.

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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

6786

Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: September 8, 2023

SUBJECT: License Agreement with Crush Crete Inc. and Sub-License Agreement with Edgewood Industries Inc.

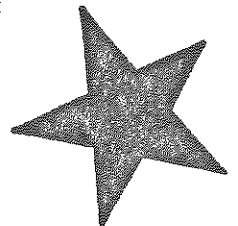
Crush Crete Inc., 100 Frank Road, Hicksville, New York 11801, is seeking to use a portion of Town owned land located at the Old Bethpage Solid Waste Disposal Complex, Bethpage Road, Old Bethpage, for the purposes of manufacturing and storing an inventory of wood chips, performing tree trimming and landscaping services, performing removal of construction/concrete material and restoration of the property to its prior condition, and performing street sweeping removal services.

The Department of Public Work was contacted by this Office to inquire whether the Town could satisfy the request. The Department of Public Works/Highway has indicated that it could accommodate the use of a portion of the Town's land located at the Old Bethpage Solid Waste Disposal Complex by Crush Crete Inc.

The Office of the Town Attorney has negotiated a license agreement with Crush Crete Inc. in an effort to arrive at mutually agreeable terms for the use of approximately five (5) acres of property located at the Old Bethpage Solid Waste Disposal Complex. The proposed use of the premises and the terms of this License Agreement are consistent with other current use and possession agreements at the Old Bethpage Solid Waste Disposal Complex.

Accordingly, Crush Crete Inc. will pay the Town the license fees set forth in the license agreement for the use of approximately five (5) acres of the property located at the Old Bethpage Solid Waste Disposal Complex, for wood chip manufacture and storage, tree trimming and landscaping services, concrete material removal and property restoration, and street sweeping removal services. The term of the license agreement is October 1, 2023 through September 30, 2028.

Further, Crush Crete Inc. is seeking permission from the Town Board to sub-license a portion of Town owned land located at the Old Bethpage Solid Waste Disposal Complex, Bethpage Road, Old Bethpage to Edgewood Industries Inc., 100 Frank Road, Hicksville, New York 11801, for the purposes of accepting tree logs, brush and tree branches for processing into wood chips, storing and ultimately for use as saleable product.



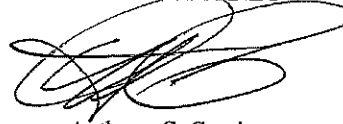
The Office of the Town Attorney has negotiated a sub-license agreement with Crush Crete Inc. and Edgewood Industries Inc. in an effort to arrive at mutually agreeable terms for the use of approximately five (5) acres of property located at the Old Bethpage Solid Waste Disposal Complex. The proposed use and the terms of the sub-license agreement are consistent with other current use and possession agreements at the Old Bethpage Solid Waste Disposal Complex.

This Office recommends and requests that the Town Board (i) authorize the Supervisor or his designee to execute the license agreement with Crush Crete Inc. and (ii) authorize Crush Crete Inc. to enter into a sub-license agreement with Edgewood Industries Inc.

Crush Crete Inc. and Edgewood Industries Inc.'s disclosure questionnaires have been reviewed and have satisfied the Town's Procurement Policy.

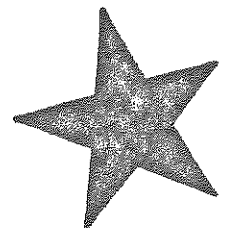
Kindly suspend the rules and place this matter on the September 12, 2023 Town Board Action Calendar.

FRANK M. SCALERA
TOWN ATTORNEY



Anthony C. Curcio
Deputy Town Attorney

ACC:ba
Attachment



7/27/23
Reviewed By
Office of Town Attorney

WHEREAS, Crush Crete Inc. has requested permission to use and occupy a five (5) acre portion of Town owned land located at the Old Bethpage Solid Waste Disposal Complex, Old Bethpage, pursuant to the attached license agreement for the manufacture and storage of an inventory of wood chips, the performance of tree trimming and landscaping services, the performance of construction/concrete material removal and restoration of the property to its prior condition, and the performance of street sweeping removal services; and

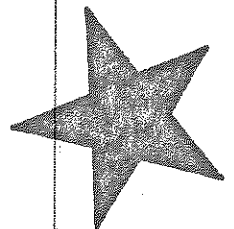
WHEREAS, the use and occupancy of said premises by Crush Crete Inc. would inure to the benefit of the Town by generating income and providing maintenance and security the Town would otherwise have to supply; and

WHEREAS, the proposed use of the premises and the terms of this License Agreement are consistent with other current use and possession agreements at the Old Bethpage Solid Waste Disposal Complex; and

WHEREAS, Frank M. Scalera, Town Attorney and Anthony C. Curcio, Deputy Town Attorney, by memorandum dated September 8, 2023, recommended and requested that the Supervisor, or his designee, be authorized and directed to execute the attached License Agreement with Crush Crete Inc. for the use of approximately a five (5) acre portion of the premises located at the Old Bethpage Solid Waste Disposal Complex, for the manufacture and storage of an inventory of wood chips, the performance of tree trimming and landscaping services, the performance of construction/concrete material crushing and removal and restoration of the property to its prior condition, and the performance of street sweeping removal services, for a license fee amount of \$5,000.00 per acre, per month, for a term of October 1, 2023 through September 30, 2023; and

WHEREAS, Crush Crete Inc. is also seeking permission to sub-license a portion of Town owned land located at the Old Bethpage Solid Waste Disposal Complex, Bethpage Road, Old Bethpage to Edgewood Industries Inc., 100 Frank Road, Hicksville, New York 11801, in accordance with the attached sub-license agreement for the purposes of accepting tree logs, brush and tree branches for processing into wood chips, storing and ultimately for use as saleable product; and

WHEREAS, Frank M. Scalera, Town Attorney and Anthony C. Curcio, Deputy Town Attorney, by said memoranda, further recommended and requested that Crush Crete Inc. be authorized to sub-license a portion of Town owned land located at the Old Bethpage Solid Waste Disposal Complex, Bethpage Road, Old Bethpage to Edgewood Industries Inc., 100 Frank Road, Hicksville, New York 11801, for the purposes of accepting tree logs, brush and tree branches for processing into wood chips, storing and ultimately for use as saleable product; and

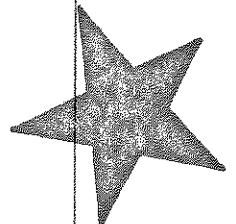


WHEREAS, Frank M. Scalera, Town Attorney and Anthony C. Curcio, Deputy Town Attorney, by said memoranda, advised that Crush Crete Inc. and Edgewood Industries Inc.'s disclosure questionnaires have been reviewed and have satisfied the Town's Procurement Policy.

NOW, THEREFORE, BE IT RESOLVED, that the abovementioned recommendation and request are hereby accepted and approved, and the Supervisor, or his designee, is hereby authorized and directed to execute the attached License Agreement with Crush Crete Inc. for the use of approximately a five (5) acre portion of the premises located at the Old Bethpage Solid Waste Disposal Complex, for the manufacture and storage of an inventory of wood chips, the performance of tree trimming and landscaping services, the performance of construction/concrete material crushing and removal and restoration of the property to its prior condition, and the performance of street sweeping removal services, for a license fee amount of \$5,000.00, per acre, per month, for a term of October 1, 2023 through September 30, 2023; and be it further

RESOLVED, that the abovementioned recommendation and request are hereby accepted and approved, and Crush Crete Inc. is authorized to sub-license a portion of Town owned land located at the Old Bethpage Solid Waste Disposal Complex, Bethpage Road, Old Bethpage to Edgewood Industries Inc., 100 Frank Road, Hicksville, New York 11801, for the purposes of accepting tree logs, brush and tree branches for processing into wood chips, storing and ultimately for use as saleable product.

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**TOWN OF OYSTER BAY
LICENSE AGREEMENT**

DATED: This license agreement ("License Agreement") is dated as of September ____, 2023.

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

CRUSH CRETE INC., a domestic corporation, having a principal place of business at 100 Frank Road, Hicksville, New York 11801, hereinafter referred to as the "Licensee".

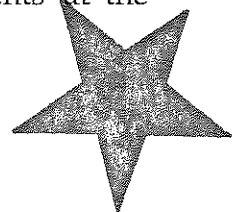
LICENSED

PREMISES: Approximately 5.0 acres of Town owned property located at and being part of the Old Bethpage Solid Waste Disposal Complex "(OBSWDC)", which parcel is more specifically described in Schedule A attached hereto and made part hereof (interchangeably referred to herein as the "Licensed Premises" or the "Premises"), and which parcel is part of the Town owned land shown on the Tax map of Nassau County.

WITNESSETH:

WHEREAS, Licensee has requested permission to occupy and possess the Premises pursuant to the within License Agreement for the purposes of manufacturing and storing an inventory of wood chips which is limited to organic materials (treated wood materials is prohibited), performing tree trimming services at the Premises, performing the crushing and removal of construction/concrete material and restoring of the property to its prior condition, and performing street sweepings removal from the Premises; and

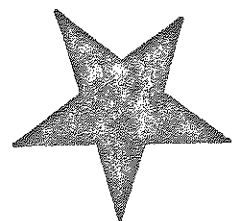
WHEREAS, the proposed use of the Premises and the terms of this License Agreement are consistent with other current use and possession agreements at the OBSWDC; and



WHEREAS, by Resolution No. _____, adopted on September 12, 2023, the Town Board of the Town of Oyster Bay accepted and approved the Licensee's request and authorized and directed the Town Supervisor, or his designee, to execute the within License Agreement with the Licensee for the Premises, subject to the approval of said License Agreement by the Town Attorney.

NOW, THEREFORE, in consideration of the mutual benefits, covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. **License/Use of Premises.** Permission by the Town is hereby granted to the Licensee to have possession, occupancy and use of the Premises (which, as previously set forth, is more particularly described in Schedule A attached hereto) by the within License (this "License") during the Term (as hereinafter defined), subject, at all times to the Town's right to terminate this License Agreement, upon due notice to the Licensee, and the aforementioned License upon the conditions set forth in paragraph 4 hereof. The Licensee shall utilize the Licensed Premises for the use and occupancy of the Premises for the purpose of manufacturing and storing an inventory of wood chips which is limited to organic materials (any treated material is prohibited) and for the use of pay loaders on the premises in connection with its business, inclusive of all necessary and proper machines, fixtures, equipment, personnel, supplies and materials associated therewith, and inclusive of the uses set forth in paragraphs 5(a) and 5(b) of this Agreement. At all times, the Licensee shall further limit its use and occupancy of the Licensed Premises to those uses and activities as are permitted by law and in accordance with paragraphs 13 and 14 hereof.

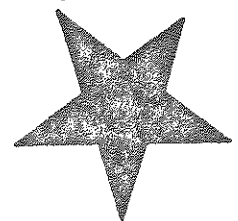


2. **Term.** The term of the license (the "Term") herein shall be for a period of five (5) years, from and including the commencement date of October 1, 2023, through and including September 30, 2028, subject to the terms and conditions set forth in paragraphs 4, 13, 14 and other applicable provisions of this License Agreement.

3. **License Fee.**

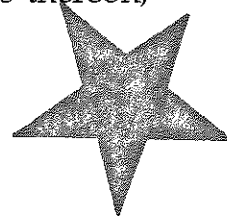
License Fee. The Licensee shall pay to the Town a fee of FIVE THOUSAND and 00/100 (\$5,000.00) DOLLARS per acre, per month, for the use of the Premises, commencing October 1, 2023 through September 30, 2028. Such fee and all fees shall be payable by Licensee to the Town monthly, in advance, and in any event, within the first ten (10) days of any calendar month. In the event an amendment to this Agreement changes the acreage used by Licensee, Licensee shall pay a fee that is in accordance with said change. Payment should be directed via mail or in person to: Town of Oyster Bay, Office of the Comptroller, 74 Audrey Avenue, Oyster Bay, New York 11771.

(a) **No Right of Offset etc.** Licensee shall in no event be entitled to any abatement of or reduction in fees or right of offset of any kind and description except as herein expressly provided. The Town shall receive all fees as provided free and clear of any and all impositions, encumbrances, charges, obligations or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. Licensee shall, at all times, keep the Licensed Premises free and clear of any encumbrances, liens, mechanic's liens, public improvement liens, and any other matters that may affect the quality and marketability of title to the Licensed Premises.



4. **License Terminable upon Written Notice by Town.** This License Agreement is terminable at will by the Town or by the Licensee upon six (6) months' prior written notice to the other party. The Term shall expire and the obligations of the Town under this License Agreement shall terminate on the date set forth in any such notice. On the date set forth in such notice for termination of this License Agreement, the Licensee shall surrender possession of the Licensed Premises in the condition required as if the Term had expired on such date and otherwise in accordance with this License Agreement. All indemnities, covenants and all applicable obligations under this License Agreement of the Licensee that accrue or had accrued or are otherwise outstanding through such termination date and through the delivery of possession (and in the condition required by this Agreement) shall survive the termination of this License Agreement. Fees shall be pro-rated as of the said termination date or the date possession is returned to the Licensor, whichever is later. Licensee shall not be entitled to any compensation or other consideration upon the termination of this License Agreement by the Town.

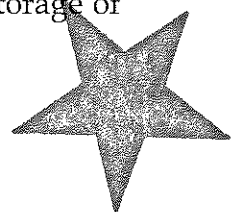
5. **Grading/Alterations etc.** Any preparation, grading or alteration of the Licensed Premises, including the land or appurtenances thereon, that may be necessary or required for the intended use hereunder shall be the sole responsibility of Licensee and shall be made at its own cost and expense, except as herein expressly provided in paragraphs 5 (a) and (b) of this Agreement, and provided, however, that the plans for such preparation, grading or alteration of the land or appurtenances thereof shall first be submitted to the Commissioner of the Department of Public Works of the Town, or his duly appointed representative, and his written approval obtained thereof. Any possession, occupancy and use of the Licensed Premises and/or preparation, grading or alteration of the Licensed Premises, including the land or appurtenances thereon,



that may be necessary or required for the intended use hereunder shall not cause any condition affecting the site drainage on or about the Licensed Premises. Any material changes in the use of the Premises shall be subject to the approval of the Town which approval may be denied for any or no reason. Any proposed structures or improvements, at the discretion of the Town, shall be subject to its approval both prior to and after their installation (if Town approval was not previously obtained.) Notwithstanding anything to the contrary in this License Agreement, Licensee shall not utilize the Premises, or do anything with respect to the Premises, unless and until it complies fully with all applicable legal requirements. In the event the Licensee requests approval of any alterations and improvements upon the Licensed Premises, in addition to other conditions, the Town may require a performance bond.

a. **Street Sweepings Removal** -Licensee agrees to remove from the Premises all street sweepings deposits contained thereon deposited from Town of Oyster Bay street sweeping trucks, in accordance with the Town's Inter-Municipal Agreement with the Town of Brookhaven, a copy of which is attached hereto as Schedule B. Licensee shall be paid the amount of \$38 per ton of street sweepings removed from the Premises by Licensee-owned trailers loaded by Licensee, and transported to and received by the Town of Brookhaven, and the Comptroller shall pay, upon presentation of a certified claim form, after audit. Licensee shall utilize the Town scales at the OBSWDC for purpose of weighing the street sweepings prior to transporting the material to the Town of Brookhaven. Invoicing for the street sweepings removal shall be presented to the Town by the Licensee on a monthly basis.

b. **Wood chipping services** - Licensee will utilize Premises for its on-site manufacture of wood chips from trees brought into the Premises, and storage of



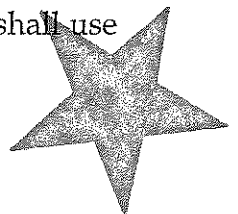
wood chips created from its on-site tree chipping services. All trees removed and reduced to organic wood chips (treated wood materials is prohibited) will be inventoried by Licensee as part of and in accordance with the terms of this License Agreement. The Town shall present trees to Licensee for conversion to wood chips in an amount not to exceed 400 tons of wood chips on a per month basis, and the Town will remove the wood chips within a reasonable time, with no charge to the Town for the wood chipping services provided by Licensee, or removal of wood chips created from Town trees by the Town. Licensee shall utilize the Town scales at the OBSWDC for purpose of weighing the wood chips.

c. **Landscaping** – Licensee agrees to perform landscaping services along the perimeter of the Premises according to the plan set forth in Addendum A, and subject to the approval of the Commissioner of the Department of Public Works/Highway.

d. **Entrance** - Licensee agrees to properly grade, at Licensee's expense, the entrance to the premises off Bethpage-Sweet Hollow and Winding Roads and install an appropriate apron at said entrance to the premises, within two (2) weeks of occupancy, all to the reasonable satisfaction of the Commissioner of Public Works of the Town.

e. **Crushing and Removal of Concrete** – Licensee agrees to properly crush any and all concrete at the Licensed Premises. Licensee further agrees to properly remove any and all concrete from the Licensed Premises, when necessary. Licensee, prior to performing the aforementioned, shall obtain and keep up to date a license from the New York State Department of Environmental Conservation ("DEC") and any other applicable governmental agency that regulates similar activities.

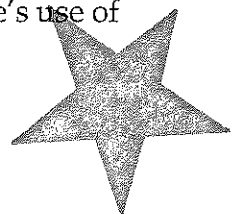
f. **Limitations of odors on the property/fire prevention** - Licensee shall use



all necessary means to limit the amount of odors produced by the wood chip operation and shall use all necessary means to prevent a fire from resulting from the wood chip operation and be responsible for any environmental cleanup that may result from the wood chip operation. Licensee agrees that a breach of this subsection shall be deemed a material breach of this License Agreement.

g. **Transcription to and from Licensed Premises.** Licensee, covenants, represents and warrants to the Town that at all times that it is in possession of and/or utilizing the Premises, all trucks and any other large commercial vehicles and equipment leaving the Licensed Premises shall navigate to Route 110 via Bethpage - Sweet Hollow Road to Spagnoli Road, then north or south on Route 110. These covenants shall apply in reverse, that is, whether such vehicles are departing from or travelling to the Licensed Premises. Accordingly, this route shall also apply to all trucks traveling to the premises from the north. The intention of this provision is to prohibit all truck traffic using the Licensed Premises from travelling (whether incoming or outgoing) over that section of Round Swamp Road between Bethpage-Sweet Hollow Road and the entrance to the Licensed Premises. This provision is a material inducement for the Town to enter into this License Agreement and a violation shall be deemed a material breach of this License Agreement. Licensee shall cause all drivers of such vehicles to comply with the restrictions set forth in this paragraph with respect to the Licensed Premises.

h. **Points of ingress and egress** - in accordance with Licensee's use of the premises, including its tree trimmings use of the Premises, as set forth in paragraph 5(b) of this Agreement, Licensee shall utilize the entrance to the east of the OBSWDC located on Bethpage-Sweet Hollow Road, east of Round Swamp Road, and east of the OBSWDC Scale House. In accordance with Licensee's use of



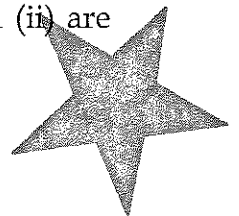
the Premises, including its street sweepings removal use of the premises, as set forth in paragraph 5(c) of this Agreement, licensee shall utilize Winding Road, directly south of Bethpage-Sweet Hollow Road and located on the east side of the OBSWDC.

6. Licensee Responsible for Expenses/Costs/Taxes/Permits Concerning Premises.

(a) Licensee Responsible for all Costs and Expenses Pertaining to Premises.

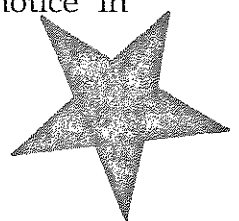
Licensee shall be obligated to pay any and all costs and expenses of any nature relating or pertaining to the Licensed Premises. Without limitation, Licensee shall pay to the parties respectively entitled thereto, all impositions, insurance premiums, operating charges, maintenance charges, construction costs, taxes, assessments, utilities and any and all other charges, costs and expenses which arise with respect to the Licensed Premises or are required for the Premises to comply with law or may otherwise be contemplated under this License Agreement during the Term hereof.

(b) Taxes. For any period during the Term (and during any extension thereof), Licensee shall be directly liable for and shall pay promptly when due at all times (i) all taxes, assessments, and governmental charges including (without limitation) all ad valorem and other real estate taxes, whether federal, state, or municipal and whether they are imposed by taxing or management districts or authorities, that accrue or are assessed against the Licensed Premises and any and all improvements thereon, and whether they are direct payments to the government authority in question or payments in substitution for or in lieu of such charges; and (ii) all governmental levies, assessments or other taxes or charges directly on the fees, or a franchise tax, assessment, levy or charge measured by or based, in whole or in part, upon fees or any license fee. All such items in (i) and (ii) are



collectively "Taxes" and are intentionally meant to include all such charges assessed with respect to the Licensed Premises and/or billed to the Town or any other person, whether presently existing or hereinafter created or otherwise required to be paid by law. Licensee shall pay, additionally, before delinquency, all taxes levied or assessed against any personal property, fixtures or alterations placed in or upon, the Licensed Premises. Licensee shall pay all tax and all other related bills pertaining to this paragraph promptly when due and in all cases before delinquency (and, if applicable, pro-rated for during the Term of this License). Upon reasonable prior notice to Town, Licensee, at its sole cost and expense, shall have the right to reasonably contest the amount of any such taxes levied against the Licensed Premises provided that the Licensee shall not take any such action which will cause or allow the Town to suffer any liability for such taxes or otherwise suffer any liability or expense of any kind and description relating thereto. Licensee hereby indemnifies Town from and against any and all liability, cost, claim or expense (including reasonable legal fees incurred by the Town) in connection with any such contest and taxes, generally. The Town's cooperation in connection with any such contest and Licensee's right to challenge any of the taxes are conditioned upon such indemnification by Licensee and the prompt payment to Town upon demand of all its costs and expenses relating thereto (including, without limitation reasonable legal fees and expenses and the expenses of any and all consultants).

(c) **Licensee to Timely Pay Costs/Expenses.** All of the above such charges, costs and expenses shall be paid timely, and upon the failure of Licensee to pay any such costs, charges or expenses, the Town shall have the right to terminate this License Agreement upon five (5) days' written notice in

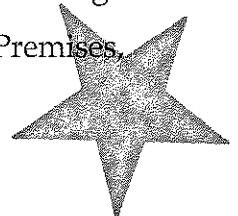


accordance with paragraph 14 hereof, and shall have and concurrently retain all such other rights and remedies as may be permitted by law.

(d) **Permits.** Licensee shall obtain, at its own cost and expense, all permits necessary for the use, occupancy and business operations at the premises, including a New York State Department of Environmental Conservation permit in accordance with Part 360, within thirty (30) days following occupancy.

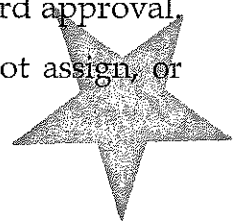
7. **Condition of Licensed Premises at End of Term.** Upon the expiration of Term or the date of cancellation of the License under Paragraph 4 or 14 or otherwise, as the case may be, the Licensed Premises shall be returned to the Town, free and clear of any waste and debris, and free and clear of all of Licensee's personal property, and in good and sanitary condition and free and clear of all liens and encumbrances; and upon the written request of the Town at any time prior to or after the Term or expiration of the License herein, the Licensee shall, at its own cost and expense, restore and rehabilitate said land and appurtenances thereon to its original condition, all to the reasonable satisfaction of the Commissioner of Public Works of the Town, or his duly appointed representative, and his/her reasonable opinion and directives shall be binding upon the respective parties hereto. However, the existing improvements and fixtures upon the Licensed Premises shall remain undisturbed and in good condition by the Licensee unless the Town shall require such improvements to be removed and/or lawfully demolished. The requirement to surrender the Licensed Premises in accordance with the terms hereof shall survive the termination of this agreement.

8. **Acceptance of Licensed Premises/Waivers by Licensee.** The Licensee waives any and all claims for compensation from the Town for any and all loss and damage sustained by reason of any defect, deficiency, or impairment to the Licensed Premises.



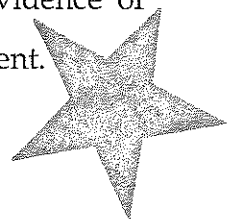
the condition of which the Licensee has accepted and assumed. Licensee has accepted the Licensed Premises "as is" with all faults and conditions and without relying upon any representations of the Town, or its representatives. In the event that a claim or adjudication is made that the Town has acted unreasonably or unreasonably delayed acting in any case where by law or under this License Agreement, it has an obligation to act reasonably or promptly, the Town shall not be liable for any punitive, consequential or incidental damages, and the Licensee's sole remedies shall be limited to commencing an action seeking injunctive relief, ~~or~~ declaratory judgment or actual damages. The Licensee covenants and agrees that in no event shall the Town be liable for consequential damages and, to the fullest extent permitted by law, the Licensee expressly irrevocably waives all existing and future claims that it may have against the Town for consequential damages. LICENSEE HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT TO ASSERT A COUNTERCLAIM, OTHER THAN A COMPULSORY COUNTERCLAIM, IN ANY ACTION OR PROCEEDING BROUGHT AGAINST IT BY THE TOWN OR ITS AGENTS, AND KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN RESPECT OF ANY ACTION OR PROCEEDING BASED ON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS LICENSE AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF THE TOWN. LICENSEE'S AGREEMENT TO THE PROVISIONS OF THIS SECTION IS A MATERIAL INDUCEMENT FOR TOWN GRANTING THE LICENSE.

9. **Modification/Assignment.** This Agreement may be modified from time to time, in writing, duly executed by the parties, and subject to Town Board approval. Oral modifications are ineffective to bind the Town. Licensee may not assign, or



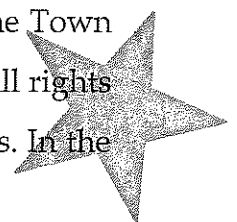
otherwise transfer, all/or any part of its interest in this agreement or in the Premises without the prior written consent of the Town, which may be withheld for any reason or no reason without any liability to the Town. Licensee may not sub-license the Licensed Premises without the written permission of the Town which permission may be withheld for any or no reason without any liability to the Town. The permission of the Town granting the use of said Licensed Premises is made only to the Licensee, and may not, without the express written consent of the Town, be transferred or assigned to any other firm or person.

10. **Insurance.** The Licensee shall obtain, and furnish evidence of, insurance for the benefit of the Town with respect to such coverages, such amounts and such limits as the Town shall require from time to time. Without limitation, the Licensee shall initially obtain coverage and provide Certificates of Insurance with respect to comprehensive general liability in amounts, per occurrence, of not less than \$1,000,000.00 bodily injury, \$2,000,000.00 general aggregate, and shall name the Town as additional named insured. The Licensee shall further insure its vehicles as required by law and shall further insure its other property and equipment, which may at any time, be upon the Licensed Premises, and name the Town as an additional insured therein. Licensee shall provide evidence to the Town of Worker's Compensation Insurance Coverage. All such certificates shall provide that the Town be given 30 days' prior written notice of termination of coverage or default under the contract of insurance or non-payment of premium. To the extent permissible under the insurance contract and pursuant to the certificate, the Town shall have thirty (30) days after the receipt of said notice to cure such default so that the applicable insurance may continue, but the Town shall have no obligation to take any such action. Failure to maintain and supply evidence of insurance to the Town shall be a material default under this License Agreement.



11. **Further Provisions on Use of Premises and Compliance with Law.** The Licensee shall not undertake any activity that may commit waste on the Premises. Licensee shall not interfere with Town functions or cause a public nuisance, other unreasonable disturbances, excessive noise or noxious odors. Licensee shall take good care of the Licensed Premises and maintain same in a reasonably clean, sanitary and safe condition pursuant to all applicable laws, rules and regulations. Licensee shall promptly comply and cooperate with any and all requests that may be reasonably necessary or prudent in order for the Town to comply with law. Licensee shall promptly comply with every law, statute, rule, ordinance, regulation, and notice of any municipal, county, state, federal or other authority having jurisdiction of the Licensed and pertaining to such Premises and shall promptly correct and/or cure any and all violations imposed by any governmental agency with respect to the Licensed Premises. Under no circumstances shall the Licensed Premises be used for any unlawful, illegal or immoral purpose whatsoever.

12. **Termination of License for Default.** If either (i) Licensee fails to pay the License Fees or any other sums due the Town or any other cost for which it is responsible hereunder within ten (10) days of written demand; or (ii) if there is any other breach of any other term, covenant and/or condition of this License Agreement by the Licensee, the Town may terminate this License Agreement (resulting in an expiration of the Term and the License granted herein) upon five (5) days' written notice after providing Licensee with a Notice to Cure and providing Licensee ten (10) days to cure or, if more time is needed, to show reasonable progress toward curing the asserted breach, default or cause for termination. This termination provision is in addition to the right of the Town to terminate the License under paragraph 4 hereof and any and all other rights the Town may have under the law. In addition, the Town retains and reserves any and all rights and remedies with respect to this License Agreement and the Licensed Premises. In the

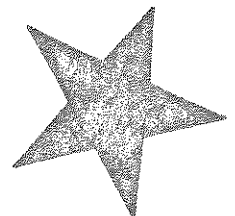


event that the Licensee shall fail to pay any sums due the Town when due under this agreement, then without limitation of the foregoing, upon demand of the Town, the Licensee shall pay interest on the amounts not paid at the rate of ten (10%) percent per annum from the date of such demand. Due to the nature of Licensee's business, in the event of a termination of this License Agreement, Licensee shall immediately cease all operations at the Premises and shall have no more than ninety (90) days to remove all materials and equipment and to vacate the Premises. During such period, Licensee shall continue to pay the License Fees. If the Licensee holdovers and remains in occupancy thereafter, the Licensee shall pay twice the Fees during such period of impermissible occupancy, which fee is agreed to be reasonable under those circumstances and the payment thereof shall in no way limit, delay or impair the right of the Town to lawfully remove the Licensee from the Licensed Premises.

13. **Notices.** All notices, demands and requests given or required to be given by, pursuant to, or relating to, this License Agreement shall be in writing, All notices shall be deemed to have been properly given if hand delivered or if mailed by United States registered or certified mail, with return requested, postage prepaid, or by United States Express mail or FEDEX or other comparable overnight courier service to the parties at the addresses set forth below (or at such other addresses as shall be given in writing by any party to the others):

If to the Town:

THE TOWN OF OYSTER BAY
Town Hall
54 Audrey Avenue
Oyster Bay, New York 11771
Attention: Frank M. Scalera, Town Attorney

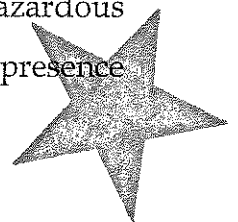


If to Licensee:

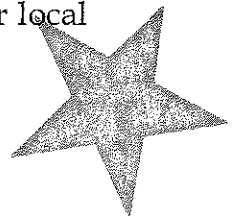
Attention: Frank Suppa Landscaping Corp
100 Frank Road
Hicksville New York 11801

A notice shall be deemed to have been given: in the case of hand delivery, at the time of delivery; in the case of registered or certified mail, when delivered or two (2) Business Days after mailing; or in the case of overnight courier service, on the Business Day after the same was sent. A party receiving a notice that does not comply with the technical requirements for the notice under this section may elect to waive any deficiencies and treat the notice as having been properly given. Licensee shall not be entitled to any notices of any nature whatsoever from the Town except with respect to matters for which this agreement specifically and expressly provides for the giving of notice.

14. **Environmental Covenant and Indemnity.** During Licensee's occupation and possession of the Licensed Premises, it shall keep the Licensed Premises free from the introduction and release of Hazardous Materials (as hereinafter defined). During the Term and thereafter, the Licensee hereby indemnifies and holds the Town harmless from and against the presence of any and all Hazardous Substances entering or released upon the Licensed Premises as of the commencement date of this License Agreement, by the Licensee and its agents, invitees, guests, representatives or anyone entering the Licensed Premises (whether or not on Licensee's behalf) (and during any extensions or holdovers thereof), including without limitation, from and in connection with Licensee's vehicles and/or equipment or operations. Licensee covenants that the Premises shall, as of the commencement date hereof, not be used to generate, manufacture, refine Hazardous Materials, and Licensee shall not cause or permit a release of Hazardous Materials onto the Premises or onto any other neighboring property or suffer the presence



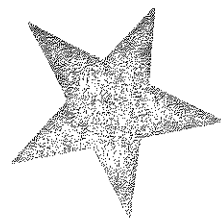
of Hazardous Materials on the Premises. Licensee may, however, lawfully operate and store its equipment and vehicles on the Licensed Premises in a safe and sanitary manner, notwithstanding the fact that such vehicles and equipment utilize petroleum products. Reasonable care shall be taken by the Licensee, however, to safeguard the Licensed Premises from the release of Hazardous Materials in, on and around the Licensed Premises. Without limitation, Licensee shall comply with, and ensure compliance by all occupants or the Premises with, all applicable federal, state and local laws, ordinances, rules or regulations, with respect to Hazardous Materials, and shall keep the Property free and clear of any liens imposed pursuant to such laws, ordinances, rules or regulations. The term "Hazardous Materials" as used in this License Agreement shall include, without limitations, gasoline, petroleum products, explosives, radioactive materials, hazardous materials, hazardous waste, hazardous or toxic substances, polychlorinated biphenyls or related or similar materials, asbestos or any material containing asbestos, or any other substance, the use of which is restricted, or otherwise regulated by any federal, state or local environmental law, ordinance, rule or regulation. The Licensee hereby indemnifies the Town and agrees to hold the Town harmless from and against any and every kind whatsoever (including reasonable attorneys' fees) paid, incurred, or suffered by or asserted against the Town at any time for, with respect to, or as a direct result of (i) the introduction during the Term on or under the Premises of Hazardous Materials or (ii) the escape, seepage, leakage, spillage, discharge, emission, or release from the Premises, or into or upon any affected land, or any related or nearby or affected atmosphere, or any affected watercourse, body of water, or wetland at any time during Licensee's occupancy, use, or possession of the Licensed Premises, of any Hazardous Materials (introduced to the Licensed Premises during the Term or any period of Licensee's occupancy thereof) or (ii) Licensee's non-compliance with respect to any federal, state, or local



statute, law, ordinance, code, rule, regulation, order, or decree regulating to, or imposing liability or standards of conduct concerning any Hazardous Materials. The Licensee fully understands that this paragraph is a material inducement to the Town making this License Agreement. The obligations and liabilities of Licensee under this paragraph shall survive the expiration of the Term and termination of this License Agreement.

15. Indemnification of the Town by the Licensee/Assumption of Risk. The Licensee agrees that the Town shall be free from all liabilities and claims for damages and/or suits for and by reason of any injury or loss to any person or property of any kind whatsoever on or in connection with the Licensed Premises from any cause or causes whatsoever from the date of Licensee's occupancy of the Premises. Licensee covenants and agrees to indemnify and save harmless the Town from any and all liabilities, charges, claims, damages, losses, costs and expenses (including reasonable attorneys' fees) arising or pertaining with respect to or in connection with the Licensee's use, operation and/or occupancy of the Licensed Premises during the Term and with respect to anything pertaining to the Premises during Licensee's use and occupancy thereof. The Licensee assumes all risks in the operation of the Licensed Premises and agrees to comply with all federal, state, and local law regulations, including without limitation, all municipal rules, regulations and ordinances of the Town, which in any way related to the Licensed Premises.

16. Advertising/Signs. Any advertising on or around the Licensed Premises, including signage, shall be subject to the written approval of the Town.

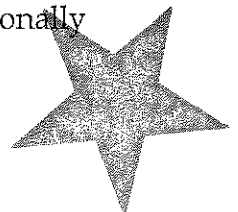


17. **Entire Agreement/Counterparts/Electronic Signatures.** It is understood and agreed that this License Agreement embodies the entire understanding of the parties with regard to the Licensed Premises, and may not be extended or modified except in writing, and subscribed by both parties hereto. This License Agreement may be executed in any number of duplicate originals, and each duplicate original shall be deemed to be original. This License Agreement may be executed in any number of counterparts; each of which counterpart shall be deemed an original and all of which together constitute a fully executed agreement even though all signatures do not appear on the same document. The License Agreement may also be signed and delivered utilizing electronic signatures sent via electronic mail in "pdf" format. Such electronic signatures shall be binding upon the signatory.

18. **Entire Agreement.** This License Agreement constitutes the entire agreement between Licensee and Town with respect to the subject matter hereof and all undertakings, oral representations and agreements heretofore or simultaneously had among the parties are or merged in, and are contained in, this License Agreement.

19. **Captions.** The captions are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or intent of any provisions of this License Agreement.

20. **Consent to Jurisdiction.** Licensee hereby irrevocably consents to the jurisdiction of the State of New York and to the Nassau County Supreme Court of the State of New York, for the purpose of any suit, action or other proceeding arising out of or relating to this License Agreement or the subject matter hereof. Licensee hereby waives, and agrees not to assert, any such suit, action or proceeding, any claim that it is not personally



subject to such jurisdiction, or any right to remove an action brought in State Court to Federal Court, or any claim that such suit, action or proceeding is in an inconvenient forum or that the venue thereof is improper. Licensee agrees that service in any such action, whether or not in either such jurisdiction, may be effectuated by means in accordance with the notice provisions of this License Agreement or by any other means of service allowed by law.

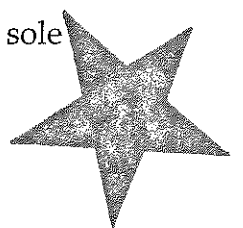
21. **Applicable Law.** This License Agreement and the obligations arising hereunder shall be governed by, and construed in accordance with, the laws of the State of New York and any applicable law of the United States of America

22. **Right of Inspection.**

- a. The Town shall have the right to inspect the premises during the term of this License Agreement.
- b. During the Term, the Town and/or any agent of the Town may access the Licensed Premises, with reasonable notice to Licensee to perform any site alterations not provided in this License Agreement. Failure of Licensee to allow the Town and/or any agent of the Town to access the Licensed Premises to perform site alterations shall be considered a material breach of this License Agreement. As such, the Town may terminate this License Agreement pursuant to the terms provided herein.

23. **Additional Work By Licensee**

- a. Licensee shall close the main entrance into the OBSWDC located on Bethpage-Sweet Hollow Road, and either (i) use a different existing entrance to access the OBSWDC or (ii) properly grade, at Licensee's sole



expense, a new entrance to the License Premises and install an appropriate apron at said new entrance, all to the reasonable satisfaction of the Commissioner of Public Works of the Town.

- b. Licensee shall construct, at Licensee's sole expense, a berm, that shall span along the entirety of the front perimeter of the Licensed Premises. Further, a six (6) foot fence shall be erected, at Licensee's sole expense, and span the entirety of the peak of the berm.

IN WITNESS WHEREOF, the parties hereto have signed this agreement the day and year first above written.

TOWN OF OYSTER BAY

REVIEWED:

Supervisor/Designee

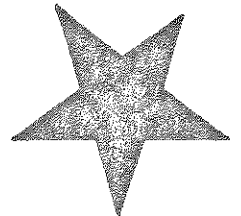
Deputy Town Attorney

CRUSH CRETE INC.

President

STATE OF NEW YORK

ss.:
20



COUNTY OF NASSAU)

On the day of , in the year 2023, before me, the undersigned, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

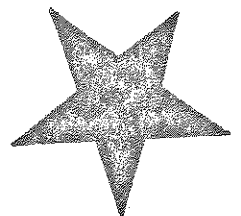
Signature and Office of individual
taking acknowledgement

STATE OF NEW YORK
COUNTY OF NASSAU)

ss.:

On the day of , in the year 2023, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Signature and Office of individual
taking acknowledgement



**SUB-LICENSE AGREEMENT
TO LICENSE AGREEMENT DATED _____, 2023
BY AND BETWEEN THE TOWN OF OYSTER BAY
AND
CRUSH CRETE INC.
REGARDING LICENSED PREMISES DESCRIBED AS
APPROXIMATELY 5.0 ACRES OF TOWN OWNED PROPERTY LOCATED AT AND
BEING PART OF THE OLD BETHPAGE SOLID WASTE DISPOSAL COMPLEX**

DATED: This sub-license agreement is dated as of _____, 2023.

PARTIES: **CRUSH CRETE INC.**, a domestic corporation, having a principal place of business at 100 Frank Road, Hicksville, New York 11801, hereinafter referred to as the "Licensee"

EDGEWOOD INDUSTRIES INC., a domestic corporation, having a principal place of business at c/o Frank Suppa, 100 Frank Road, Hicksville, New York 11801, hereinafter referred to as the "Sub-Licensee".

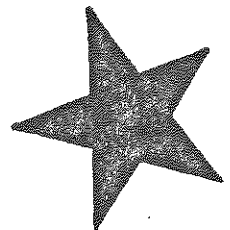
PREMISES: Approximately 5.0 acres of Town owned property located at and being part of the Old Bethpage Solid Waste Disposal Complex ("OBSWDC"), which parcel is more specifically described is Schedule A attached to and part of the License Agreement (interchangeably referred to herein as "Licensed Premises" or the "Premises"), and which parcel is part of the Town owned land shown on the Tax map of Nassau County.

WHEREAS, Licensee has requested permission from the Town of Oyster Bay to sub-license a portion of the Premises set forth in the License Agreement to Sub-Licensee for the purpose of accepting tree logs, brush and tree branches for processing into wood chips, storing and ultimately for use as saleable product.

WHEREAS, the proposed use of a portion of the Premises and the terms of this Sub-License Agreement are consistent with the License Agreement and other current use and possession agreement at the OBSWDC; and

WHEREAS, by Resolution No. ____-2023, adopted on September 12, 2023, the Town Board of the Town of Oyster Bay approved the Licensee's request to sub-license a portion of the Premises set forth in the License Agreement to Sub-Licensee, for the purpose of accepting tree logs, brush and tree branches for processing into wood chips, storing and ultimately for use as saleable product.

NOW, THEREFORE, in consideration of the mutual benefits, covenants and agreement hereinafter contained the parties hereto agree as follows:



1. This Sub-Agreement is annexed to and made a part of the License Agreement dated _____, 2023.
2. Licensee has retained an outside consulting company to apply for, renew and maintain necessary permits, completion of annual reporting and all other compliances in accordance with NYSDEC Part 360/361 for SWM Facility Registrations for Sub-Licensee.
3. Sub-licensee currently maintains all required insurance policies identified in paragraph 10 of the Licensing Agreement and will furnish same to the Town of Oyster Bay.
4. Sub-licensee has agreed to adhere to all other remaining paragraphs within the Licensing Agreement with the Town of Oyster Bay.

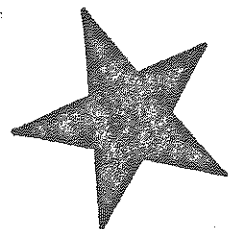
IN WITNESS WHEREOF, the parties hereto have signed this agreement the day and year first above written.

CRUSH CRETE INC.

President

EDGEWOOD INDUSTRIES, INC.

President



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

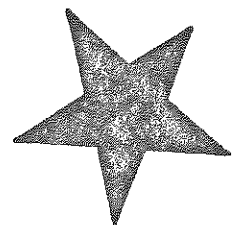
On the day of , in the year 2023, before me, the undersigned,
personally appeared _____, personally known to me or proved to me on
the basis of satisfactory evidence to be the individual whose name is subscribed to the within
instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by
his/her signature on the instrument, the individual, or the person upon behalf of which the
individual acted, executed the instrument.

NOTARY PUBLIC

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

On the day of , in the year 2023, before me, the undersigned,
personally appeared _____, personally known to me or proved to me on
the basis of satisfactory evidence to be the individual whose name is subscribed to the within
instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by
his/her signature on the instrument, the individual, or the person upon behalf of which the
individual acted, executed the instrument.

NOTARY PUBLIC



WHEREAS, the Oak Neck Athletic Council ("Council") has been very active in community services, and has long been providing organized athletics in the Bayville-Centre Island area, including at the property located at 466 Bayville Avenue, Bayville, New York 11709 ("Licensed Premises")

WHEREAS, the Council has requested permission (i) for continued use and occupancy of the Licensed Premises; (ii) to construct two (2) additional bocce ball courts to the north of the existing administrative building at Centre Island Beach and (iii) to make interior and exterior alterations to the existing administrative building including alterations to the existing footprint in order to better serve the recreational needs of the Bayville-Centre Island area; and

WHEREAS, said bocce ball courts and interior and exterior alterations to the existing administrative building including alterations to the existing footprint would be constructed by the Council, at no cost to the Town.

WHEREAS, this arrangement would be in the best interests of the residents of the Town, and is consistent with the use of the Licensed Premises for recreational purposes; and

WHEREAS, the Office of the Town Attorney has negotiated a license agreement with the Council, whereas the Council shall, among other things, pay a monthly license fee of ONE THOUSAND FIVE HUNDRED and 00/100 (\$1,500.00) DOLLARS per month, for an initial term of five (5) years, which may be renewed for up to an additional five (5) years at the same terms and conditions, upon the mutual agreement of the parties; and

WHEREAS, Frank M. Scalera, Town Attorney, and Anthony C. Curcio, Deputy Town Attorney, by memorandum dated August 14, 2023, request and recommend that the Town Board authorize the Supervisor or his designee to execute a license agreement with the Council,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation and request as hereinabove set forth are hereby accepted and approved, and the Supervisor or his designee are hereby authorized and directed to execute the attached license agreement with the Council, whereas the Council shall pay, among other things, a monthly license fee of ONE THOUSAND FIVE HUNDRED and 00/100 (\$1,500.00) DOLLARS per month, for an initial term of five (5) years, which may be renewed for up to an additional five (5) years at the same terms and conditions, upon the mutual agreement of the parties.

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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

687

Town of Oyster Bay
Inter-Departmental Memo

TO : MEMORANDUM DOCKET

FROM : Office of the Town Attorney

DATE : September 6, 2023

SUBJECT : License Agreement by and between the Town of Oyster Bay ("Town") and the Oak Neck Athletic Council ("Council") for the premises located at 466 Bayville Avenue, Bayville, New York 11709 ("Licensed Premises")

The Council has been very active in community services, and has long been providing organized athletics in the Bayville-Centre Island area, including at the Licensed Premises. As such, the Council has requested permission (i) for continued use and occupancy of the Licensed Premises; (ii) to construct two (2) additional bocce ball courts to the north of the existing administrative building at Centre Island Beach and (iii) to make interior and exterior alterations to the existing administrative building including alterations to the existing footprint in order to better serve the recreational needs of the Bayville-Centre Island area.

Said bocce ball courts and interior and exterior alterations to the existing administrative building including alterations to the existing footprint would be constructed by the Council, at no cost to the Town. Further, this arrangement would be in the best interests of the residents of the Town, and is consistent with the use of the Licensed Premises for recreational purposes.

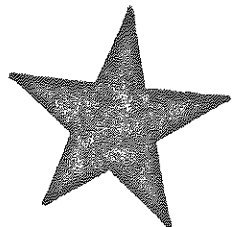
The Office of the Town Attorney has negotiated a license agreement with the Council, whereas the Council shall, among other things, pay a monthly license fee of ONE THOUSAND FIVE HUNDRED and 00/100 (\$1,500.00) DOLLARS per month, for an initial term of five (5) years, which may be renewed for up to an additional five (5) years at the same terms and conditions, upon the mutual agreements of the parties.

This Office requests and recommends that the Town Board authorize the Supervisor or his designee to execute a license agreement with the Council.

Kindly place this matter on the Town Board action calendar for September 12, 2023.

FRANK M. SCALERA
TOWN ATTORNEY


Anthony C. Curcio
Deputy Town Attorney



Reviewed By
Office of Town Attorney

WHEREAS, the Oak Neck Athletic Council ("Council") has been very active in community services, and has long been providing organized athletics in the Bayville-Centre Island area, including at the property located at 466 Bayville Avenue, Bayville, New York 11709 ("Licensed Premises")

WHEREAS, the Council has requested permission (i) for continued use and occupancy of the Licensed Premises; (ii) to construct two (2) additional bocce ball courts to the north of the existing administrative building at Centre Island Beach and (iii) to make interior and exterior alterations to the existing administrative building including alterations to the existing footprint in order to better serve the recreational needs of the Bayville-Centre Island area; and

WHEREAS, said bocce ball courts and interior and exterior alterations to the existing administrative building including alterations to the existing footprint would be constructed by the Council, at no cost to the Town.

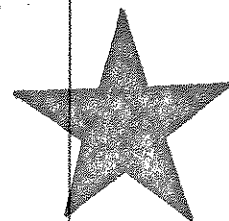
WHEREAS, this arrangement would be in the best interests of the residents of the Town, and is consistent with the use of the Licensed Premises for recreational purposes; and

WHEREAS, the Office of the Town Attorney has negotiated a license agreement with the Council, whereas the Council shall, among other things, pay a monthly license fee of ONE THOUSAND FIVE HUNDRED and 00/100 (\$1,500.00) DOLLARS per month, for an initial term of five (5) years, which may be renewed for up to an additional five (5) years at the same terms and conditions, upon the mutual agreement of the parties; and

WHEREAS, Frank M. Scalera, Town Attorney, and Anthony C. Curcio, Deputy Town Attorney, by memorandum dated August 14, 2023, request and recommend that the Town Board authorize the Supervisor or his designee to execute a license agreement with the Council,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation and request as hereinabove set forth are hereby accepted and approved, and the Supervisor or his designee are hereby authorized and directed to execute the attached license agreement with the Council, whereas the Council shall pay, among other things, a monthly license fee of ONE THOUSAND FIVE HUNDRED and 00/100 (\$1,500.00) DOLLARS per month, for an initial term of five (5) years, which may be renewed for up to an additional five (5) years at the same terms and conditions, upon the mutual agreement of the parties.

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LICENSE AGREEMENT

DATED:

PARTIES: **TOWN OF OYSTER BAY**, as Licensor, a municipal corporation of the State of New York, having its principal office at TOWN Hall, Audrey Avenue, Oyster Bay, New York 11771, ("TOWN"), and

OAK NECK ATHLETIC COUNCIL, a domestic not for profit corporation incorporated under the laws of the State of New York, with offices at 9 Godfrey Avenue, Bayville, New York 11709 ("COUNCIL").

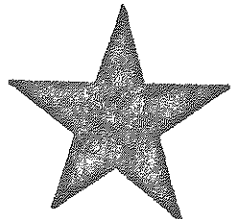
LICENSED PREMISES: **CENTRE ISLAND BEACH**, 466 Bayville Avenue, Bayville, New York 11709, ("LICENSED PREMISES").

WITNESSETH:

WHEREAS, the TOWN is the owner in fee of the LICENSED PREMISES, known as "CENTRE ISLAND BEACH"; and

WHEREAS, the COUNCIL has been very active in community services, and has long been providing organized athletics in the Bayville-Centre Island area, including at the Licensed Premises; and

WHEREAS, the COUNCIL has requested permission (i) for continued use and occupancy of the LICENSED PREMISES; (ii) to construct two (2) additional bocce ball courts to the north of the existing administrative building at Centre Island Beach and (iii) to make interior and exterior alterations to the existing administrative building including alterations to the existing footprint (collectively, "IMPROVEMENTS") in order to better serve the recreational needs of the Bayville-Centre Island area; and



WHEREAS, said bocce ball courts would be constructed by the COUNCIL, at no cost to the TOWN, and will become the property of the TOWN upon the termination of this Agreement; and

WHEREAS, this arrangement would be in the best interests of the residents of the TOWN, and is consistent with the use of the LICENSED PREMISES for recreational purposes,

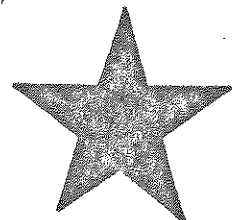
NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

USE

1. The COUNCIL shall use the LICENSED PREMISES solely for recreational purposes for the benefit of the residents of Bayville, Centre Island and the TOWN. The use of the LICENSED PREMISES for any other purpose shall result in the immediate termination of this Agreement.

2. The COUNCIL may, at its own cost and expense, (i) construct and maintain two (2) bocce ball courts on the LICENSED PREMISES, (ii) perform interior and exterior alterations to the existing administrative building, including alterations to the existing footprint, and such other improvements as the COUNCIL may be required to make in connection with the IMPROVEMENTS. All structures and improvements shall be constructed and maintained in accordance with all Federal, State, and municipal statutes, ordinances, laws, orders, rules, codes, regulations and requirements. Prior to commencing any IMPROVEMENTS at the LICENSED PREMISES, the COUNCIL shall obtain any and all approvals, building permits and certificates of occupancy from the Commissioner of the Department of Parks ("PARKS") and the Commissioner of the Department of Planning and Development ("PD").

3. The COUNCIL shall dedicate office space, at a size to be determined solely by the TOWN, within the administrative building at the LICENSED PREMISES for the exclusive use of the TOWN.



4. Prior to the commencement of any and all athletic games, leagues, programs, camps and the like at the LICENSED PREMISES, the COUNCIL shall obtain approval from the Commissioner of PARKS and/or his designee.

MAINTENANCE OF PREMISES

5. The COUNCIL agrees to keep the rooms, spaces and areas under its possession and occupancy, in a clean and neat condition at all times. The COUNCIL is responsible for maintenance and repair and/or replacement of all fixed equipment and furnishings, and the interior and exterior structure of the facility, including, but not limited to, the HVAC system and the roof, upon approval. Whenever maintenance, repair or replacement is required, the COUNCIL shall commence such activities as soon as possible, after approval by the TOWN unless an emergency exists.

6. At any time during the term of this Agreement, the TOWN shall have the right to inspect the LICENSED PREMISES with regard to the level of maintenance being performed by the COUNCIL, upon giving the COUNCIL twenty-four (24) hours notice of such inspection.

GARBAGE REMOVAL

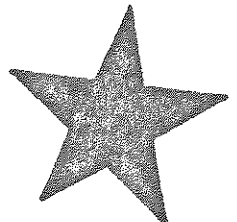
7. The COUNCIL, at its own expense, shall arrange with a private refuse disposal concern to dispose of rubbish, garbage, trash, recyclable materials and other waste matter.

ASSUMPTION OF RISK

8. The COUNCIL assumes all risk in the operation of the facilities at the LICENSED PREMISES and agrees to comply with all federal, state and local regulations and all rules, regulations and ordinances of the TOWN.

SIGNS

9. The COUNCIL shall be entitled to erect up to two (2) signs at Centre Island Beach. The signs shall be made of wood or similar material, and shall not be backlit or illuminated from within.



The size, design and copy of said signs shall be in compliance with the Town of Oyster Bay Code and subject to the prior approval of the Commissioner of Planning and Development and/or his designee. The cost of said signs, inclusive of utilities and maintenance, shall be borne solely by the COUNCIL.

TELEPHONE

10. The COUNCIL shall pay for its telephone usage in the conduct of its business.

UTILITIES

11. The COUNCIL shall be responsible for any and all utility costs in connection with the LICENSED PREMISES.

ALTERATIONS

12. Any exterior modifications made by the COUNCIL shall be subject to prior approval by the TOWN. The TOWN may, in its reasonable judgment, make any alterations, decorations, additions or improvements to the premises at the TOWN's expense, but nothing herein contained shall be deemed to obligate or require the TOWN to make any alterations, decorations, additions or improvements.

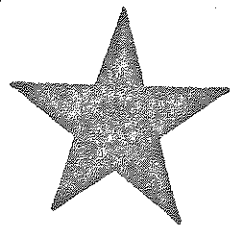
POSSESSION

13. It is expressly understood and agreed that no building space or equipment is leased to the COUNCIL. This Agreement constitutes a license, and during the term of this Agreement, the COUNCIL shall have the use of the designated premises, except as herein provided.

14. The COUNCIL, its employees, agents and personnel may only occupy those approved parking spaces assigned to it by the Commissioner of PARKS.

TITLE TO EQUIPMENT

15. Title to all non-fixed equipment provided by the COUNCIL shall remain with the COUNCIL, and such equipment shall be removed by the COUNCIL at the termination of this Agreement. Should any property remain on or at the LICENSED PREMISES after such expiration or termination, the TOWN shall notify the COUNCIL to remove such property within ten (10) days from the date of such notice. In the event the COUNCIL does not remove such property within ten (10) days, the TOWN may deal with such as though same had been abandoned, and



charge all costs and expenses incurred in the removal thereof to the COUNCIL. The COUNCIL's obligation to observe and perform all the terms, covenants, and conditions of this Agreement shall survive the expiration or other termination thereof.

WAIVER OF CLAIMS

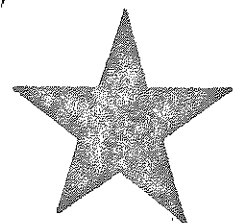
16. The COUNCIL waives any and all claims for compensation from the TOWN for any and all loss or damage sustained by reason of any defect, deficiency or impairment of the water supply systems, drainage systems, gas mains, electrical apparatus, or wires furnished for the LICENSED PREMISES, or by reason of any loss of any gas supplies, water supplies, heat or current, which may occur from time to time from any cause or for any loss or damage resulting from fire, water, tornado, civil commotion or riot and the COUNCIL releases and discharges the TOWN, and its agents, from any and all demands, claims, actions and causes of action arising from any of the causes aforesaid, unless caused by the negligence of the TOWN, its agents and/or employees.

INSURANCE

17. The COUNCIL shall provide proof of insurance and agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force during the term of this Agreement, Comprehensive General Liability Insurance, including, but not limited to, the torts and negligence of the COUNCIL, its employees, agents and personnel in amounts, per occurrence, of not less than \$1,000,000.00 bodily injury, \$2,000,000.00 general aggregate, Casualty Insurance in amount per occurrence of \$1,000,000.00, Property Damage Insurance in the amount per occurrence of \$500,000.00 and any other insurance required by law. The TOWN shall be named as additional named insured accompanied by endorsement issued by the insurance carrier for each policy obtained by the COUNCIL and any independent contractor.

FIRE INSURANCE

18. The TOWN agrees to include the LICENSED PREMISES' buildings and TOWN-owned furnishings and equipment on the TOWN's property insurance policy. **The TOWN will determine the cost of such fire coverage and will bill the COUNCIL for the same.** In the event of a loss, the TOWN will promptly make a claim against the policy, and reserve all proceeds received for necessary repairs or reconstruction. The COUNCIL shall perform all necessary



repairs or reconstruction in accordance with all applicable provisions contained in this Agreement. COUNCIL agrees to enter the LICENSED PREMISES and promptly restore and repair the IMPROVEMENTS and/or the LICENSED PREMISES to the same or substantially similar condition as existed before the loss. The COUNCIL shall bear any expense incurred beyond the insurance proceeds. The COUNCIL shall be responsible for any policy deductible of the TOWN's insurance policy. Such policy deductible is subject to change at any time based upon the TOWN's property insurance carrier.

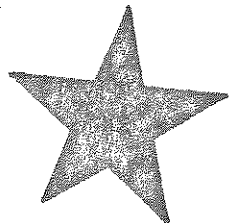
19. The COUNCIL agrees to obtain fire insurance for any personal property owned by the COUNCIL, the existing building and the IMPROVEMENTS on the LICENSED PREMISES.

20. All policies shall be issued in the name of the COUNCIL, and the TOWN named as an additional named insured. The aforementioned insurance policies shall not be canceled without thirty (30) days prior written notice to the TOWN. All such insurance shall be kept in full force and effect during the term of this Agreement. To the maximum extent allowable by law, the COUNCIL agrees to hold the TOWN harmless for any personal injury and/or property damage which occurs, including any such damage occurring during any lapse in insurance coverage including theft, vandalism and the like. The COUNCIL shall provide copies of any and all certificates of insurance and endorsement pages in connection with said policies to the TOWN.

TERMINATION OF AGREEMENT

21. The TOWN shall have the right to terminate this Agreement for reasons including but not limited to any one of the following events ("Events of Default"):

- (1) COUNCIL fails to maintain any insurance policies required herein;
- (2) COUNCIL is adjudged bankrupt or makes an assignment for the benefit of creditors;
- (3) A receiver or liquidator is appointed for COUNCIL for any of its properties;
- (4) COUNCIL fails to fulfill its obligations, or any part thereof under this Agreement;
- (5) COUNCIL is in default of any of the terms and conditions of this Agreement;
- (6) COUNCIL does not make timely payment to persons supplying labor or materials for any construction to the LICENSED PREMISES;
- (7) COUNCIL does not comply with any and all Town, State and/or Federal laws, ordinances, rules, or provisions governing this Agreement, or is otherwise in violation of any provisions of the Agreement;



- (8) COUNCIL is in violation of any law, rule, regulation or judicial order, which unreasonably affects the faithful performance of this Agreement;
- (9) COUNCIL assigns any part of the LICENSED PREMISES or this Agreement except as otherwise permitted herein

22. Upon occurrence of any of the Events of Default described herein, the TOWN, without prejudice or waiver of any of its rights or interests under this Agreement or its remedies at law, shall give the COUNCIL written notice of Event of Default ("NOTICE TO CURE"). COUNCIL shall have thirty (30) days within which to cure said violation(s). The COUNCIL's initiation of corrective action shall be deemed good faith compliance with the NOTICE TO CURE. During this period, COUNCIL may continue to its activities on the LICENSED PREMISES as long as such activities are necessary to cure any violation(s). If, after such period, the COUNCIL has failed to cure or has not commenced curing said violation, the TOWN may seek to terminate this Agreement and remove COUNCIL from the LICENSED PREMISES.

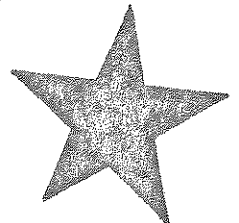
23. This Agreement is terminable at will by the TOWN upon thirty (30) days prior written notice to the other party. The TERM shall expire and the obligations of the TOWN under this Agreement shall terminate on the date set forth in any such notice. The COUNCIL shall surrender the LICENSED PREMISES in the same condition as when the TERM commenced. On the date set forth in such notice for termination of this Agreement, the COUNCIL shall cease and surrender its use of the LICENSED PREMISES as if the TERM had expired on such date and otherwise in accordance with this Agreement.

MODIFICATION

24. This Agreement may be modified from time to time by agreement, in writing, duly executed by the TOWN and the COUNCIL, and no modification of this Agreement shall be affected until the same has been agreed to, in writing, duly adopted by the Town Board and duly executed by the TOWN Supervisor, or his duly authorized representative.

TRANSFER OR ASSIGNMENT

25. The COUNCIL shall not assign, or otherwise transfer, all or any part of its interest in this Agreement or in the premises.



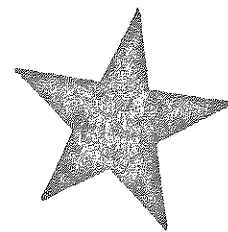
26. The COUNCIL agrees that it is, and shall at all times be deemed to be, an independent contractor, and it shall not, in any manner whatsoever, by its actions or deeds, commit the TOWN to any obligation irrespective of the nature thereof; and it shall not, at any time or for any purpose, be deemed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

CAPITAL IMPROVEMENTS

27. Designs for all capital investment projects shall be developed in accordance with the NYS Building and Fire Code, and in compliance with the requirements of the Americans With Disabilities Act and shall be at the sole cost and expense of the COUNCIL. Designs shall be prepared and signed by architects and engineers licensed to practice in New York State. Selection of all architectural and engineering consultants, including consultants selected for the development of the draft and final environmental impact statements, as needed, shall be subject to the approval of the TOWN. Designs for all capital investment projects shall be subject to the prior written approval of the TOWN before any advertising for or acceptance of bids, or the award of contracts for construction. Bidders shall be required to pay wages at the prevailing rates set by the New York State Department of Labor. Bidders shall also be required shall be required to complete a disclosure questionnaire, which shall be reviewed by the TOWN to determine a bidder's compliance with the TOWN's procurement policy. It shall be the COUNCIL's responsibility to enforce these requirements.

28. The COUNCIL may, from time to time, propose additional capital improvements to the facility. If the TOWN approves the proposal, the improvements shall be made at the sole expense of the COUNCIL.

29. All proposed capital improvements must be approved by the Town Board, the Commissioner of PARKS and/or his designee and the Commissioner of Planning and Development and/or his designee. COUNCIL agrees to hold itself liable for the payment of all materials, labor and other expenses incurred as a result of the capital improvements, it being the intention of the parties that this provision shall be in lieu of a construction bond.



TERM

30. This Agreement shall be for a term of five (5) years, beginning on _____, 2023, and ending on _____, 2023. This Agreement may be renewed for up to an additional five (5) years at the same terms and conditions, upon the mutual agreements of the parties.

FEE

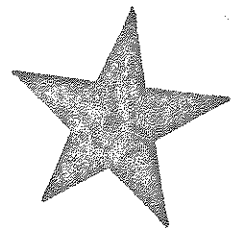
31. The license fee ("FEE") shall be payable by COUNCIL to the TOWN on a monthly basis, in advance, and in any event, within the first ten (10) days of any calendar month. The FEE shall be in the amount of ONE THOUSAND FIVE HUNDRED and 00/100 (\$1,500.00) DOLLARS per month, during the entirety of the TERM.

32. The COUNCIL shall in no event be entitled to any abatement of or reduction in FEE or right of offset of any kind and description except as herein expressly provided. The TOWN shall receive all fees as provided free and clear of any and all impositions, encumbrances, charges, obligations or expenses of any nature whatsoever in connection with the ownership and operation of the LICENSED PREMISES. The COUNCIL shall at all times keep the LICENSED PREMISES free and clear of any encumbrances, liens, mechanic's liens, public improvement liens, and any other matters, in regard specifically to its use by the COUNCIL of the LICENSED PREMISES, that may affect the quality and marketability of title to the LICENSED PREMISES.

HOLD HARMLESS

33. To the maximum extent allowable by law the COUNCIL shall, during the term of this Agreement or any renewal thereof, keep and hold the TOWN free and harmless from any and all damages and/or liability which may hereafter arise by or through the granting of this license or by or through the maintenance and/or operation of the recreational facility on said LICENSED PREMISES and any structures and improvements in connection therewith.

ACCESS



34. In order for the COUNCIL to meet the recreational needs of area residents, it is essential that the COUNCIL have appropriate access to the field at Centre Island Beach. Accordingly, prior to the start of the season for each sport, the COUNCIL shall supply the TOWN with a list of dates for games and practice sessions of previously approved athletic games, leagues, programs, camps and the like. The TOWN will reserve said dates for use by the COUNCIL, however such scheduling shall not be to the exclusion of any other group or entity requesting the use of said field.

35. This Agreement shall not be assigned nor mortgaged, nor the premises underlet or underleased without the written consent of the TOWN.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement the day and year first written above.

TOWN OF OYSTER BAY

By:

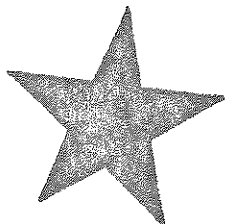
Title: Town Supervisor/Designee

OAK NECK ATHLETIC COUNCIL

By:

Title:

REVIEWED AS TO FORM:



Deputy Town Attorney

ACKNOWLEDGEMENTS

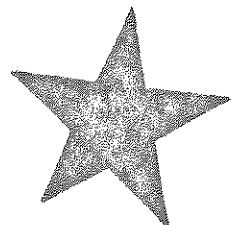
STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On this day of July, 2023, before me personally came Gregory W. Carman Jr., to me known, who, being by me duly sworn, did depose and say that he resides in Oyster Bay, New York and that he is the Deputy Supervisor of the Town of Oyster Bay, the municipal corporation, described herein and which executed the foregoing instrument; that this agreement is authorized by order of the Town Board of said corporation, and that he signed his name thereto by like order.

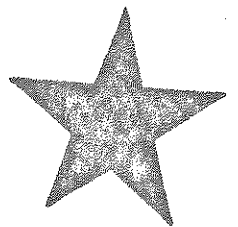
Notary Public

STATE OF NEW YORK)
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



WHEREAS, the National Park Service installs interpretive wayside exhibits in select, historic locations within the Town of Oyster Bay and throughout the United States. These wayside panels inform and promote public understanding of significant physical locations and buildings relevant to the history and significance of President Theodore Roosevelt, the Town of Oyster Bay and Sagamore Hill National Historic Site. The installation of these panels will strengthen public awareness and understanding of the legacy and national significance of President Theodore Roosevelt, while also promoting visitation to and from Sagamore Hill National Historic Site and the Town of Oyster Bay; and

WHEREAS, Frank M. Scalera, Town Attorney, and Anthony C. Curcio, Deputy Town Attorney, by memorandum dated September 5, 2023, advised that the Town and NPS have agreed to enter into a General Agreement for a term expiring on September 1, 2028, whereby the NPS has agreed to, amongst other things, provide completed interpretive wayside panels, frames and bases (legs) and the Town has agreed to, amongst other things, install waysides at pre-designated locations by providing the labor, ground installation hardware/materials, and completing any pre-installation location preparation, a draft of which is attached hereto; and

WHEREAS, Frank M. Scalera, Town Attorney, and Anthony C. Curcio, Deputy Town Attorney, by said memorandum, recommended and requested that the Town Board approve the Supervisor, or his designee to execute the General Agreement for a term expiring on September 1, 2028,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved and the Supervisor, or his designee, are authorized to execute the General Agreement for a term expiring on September 1, 2028, whereby the NPS has agreed to, amongst other things, provide completed interpretive wayside panels, frames and bases (legs) and the Town has agreed to, amongst other things, install waysides at pre-designated locations by providing the labor, ground installation hardware/materials, and completing any pre-installation location preparation.

#

The foregoing resolution was declared adopted after a 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

688

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: September 5, 2023

SUBJECT: General Agreement between the U.S. Department of the Interior, National Park Service, Sagamore Hill National Historic Site ("NPS") and Town of Oyster Bay ("Town")

The purpose of the General Agreement is to enable the long-term installation of National Park Service interpretive wayside exhibits in select, historic locations within the Town. These wayside panels inform and promote public understanding of significant physical locations/buildings relevant to the history and significance of President Theodore Roosevelt, the Town, and Sagamore Hill National Historic Site. The installation of these panels will strengthen public awareness and understanding of the legacy and national significance of President Theodore Roosevelt, while also promoting visitation to and from Sagamore Hill National Historic Site and the Town.

Subsequently, the Town and NPS have agreed to enter into the General Agreement for a term expiring on September 1, 2028, whereas the NPS has agreed to, amongst other things, provide completed interpretive wayside panels, frames and bases (legs) and the Town has agreed to, amongst other things, install waysides at pre-designated locations by providing the labor, ground installation hardware/materials, and completing any pre-installation location preparation. A draft copy of said General Agreement is attached hereto.

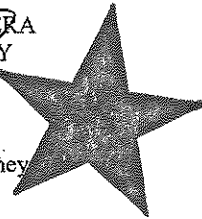
This Office requests and recommends that the Town Board grant the Supervisor, or his designee, authorization to duly execute the General Agreement.

Kindly suspend the rules and place this matter on the Town Board action calendar for September 12, 2023.

FRANK M. SCALERA
TOWN ATTORNEY

Anthony G. Curcio
Deputy Town Attorney

ACC:ba



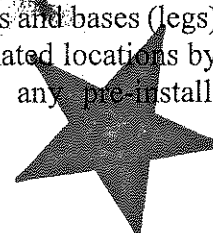
WHEREAS, the National Park Service installs interpretive wayside exhibits in select, historic locations within the Town of Oyster Bay and throughout the United States. These wayside panels inform and promote public understanding of significant physical locations and buildings relevant to the history and significance of President Theodore Roosevelt, the Town of Oyster Bay and Sagamore Hill National Historic Site. The installation of these panels will strengthen public awareness and understanding of the legacy and national significance of President Theodore Roosevelt, while also promoting visitation to and from Sagamore Hill National Historic Site and the Town of Oyster Bay; and

WHEREAS, Frank M. Scalera, Town Attorney, and Anthony C. Curcio, Deputy Town Attorney, by memorandum dated September 5, 2023, advised that the Town and NPS have agreed to enter into a General Agreement for a term expiring on September 1, 2028, whereby the NPS has agreed to, amongst other things, provide completed interpretive wayside panels, frames and bases (legs) and the Town has agreed to, amongst other things, install waysides at pre-designated locations by providing the labor, ground installation hardware/materials, and completing any pre-installation location preparation, a draft of which is attached hereto; and

WHEREAS, Frank M. Scalera, Town Attorney, and Anthony C. Curcio, Deputy Town Attorney, by said memorandum, recommended and requested that the Town Board approve the Supervisor, or his designee to execute the General Agreement for a term expiring on September 1, 2028,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved and the Supervisor, or his designee, are authorized to execute the General Agreement for a term expiring on September 1, 2028, whereby the NPS has agreed to, amongst other things, provide completed interpretive wayside panels, frames and bases (legs) and the Town has agreed to, amongst other things, install waysides at pre-designated locations by providing the labor, ground installation hardware/materials, and completing any pre-installation location preparation.

#



Reviewed By
Office of Town Attorney

**GENERAL AGREEMENT
BETWEEN
THE U.S. DEPARTMENT OF THE INTERIOR,
NATIONAL PARK SERVICE,
SAGAMORE HILL NATIONAL HISTORIC SITE
AND
TOWN OF OYSTER BAY, NEW YORK**

Installation & Management of NPS Interpretive Wayside Panels in Hamlet of Oyster Bay, NY

This General Agreement (GA) is hereby entered into by and between the Town of Oyster Bay (Town) and the U.S. Department of the Interior, National Park Service, Sagamore Hill National Historic Site (NPS).

ARTICLE I – Background And Objectives:

The purpose of this GA is to enable the long-term installation of National Park Service interpretive wayside exhibits in select, historic locations within the Hamlet of Oyster Bay, New York. These wayside panels inform and promote public understanding of significant physical locations/buildings relevant to the history and significance of President Theodore Roosevelt, the Hamlet of Oyster Bay, and Sagamore Hill National Historic Site. The installation of these panels will strengthen public awareness and understanding of the legacy and national significance of President Theodore Roosevelt, while also promoting visitation to/from Sagamore Hill National Historic Site and Oyster Bay, New York.

ARTICLE II – Legal Authority:

54 U.S.C. §100301- §100302 Establishment, Directors and other employees. The NPS Organic Act directs the Secretary of the Interior to promote and regulate National Park System lands by such means and measures as to conform to the fundamental purpose of such lands, namely conservation of the scenery and natural and historic objects and wildlife therein, and to provide for the enjoyment of these resources in a manner and by such means as will leave them unimpaired for the enjoyment of future generations.

ARTICLE III – Responsibilities and Understandings of the Parties:

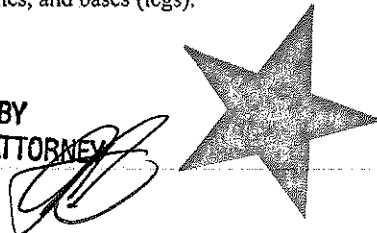
The parties agree as follows to perform the functions specified below in accordance with the provisions of this GA. Each party shall be responsible for its own expenses incurred under this GA, and nothing contained herein shall be interpreted as obligating any payment by the NPS for goods or services provided by the Town.

A. For the term of this GA NPS agrees to:

1. Provide completed interpretive wayside panels, frames, and bases (legs).

Page 1 of 7

REVIEWED BY
OFFICE OF TOWN ATTORNEY



2. Provide technical documentation, including specifications and best practices, to support proper installation and site placement at pre-designated locations.
3. Provide replacement panels, frames, and/or bases if the waysides are vandalized, terminally damaged by major storm events or reach end of service life.
4. Check on the physical condition of each panel twice a year, including basic preventative maintenance and cleaning, specifically waxing, cleaning of weep holes, and checking panel for oxidation/fading.
5. Publicly promote the wayside panels to visitors of Sagamore Hill to encourage visitation and exploration of the Hamlet of Oyster Bay.

B. For the Term of this GA the Town agrees to:

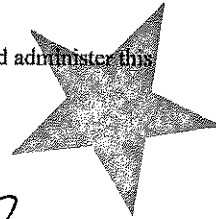
1. Install waysides at pre-designated locations by providing the labor, ground installation hardware/materials, and completing any pre-installation location preparation.
2. Inform, communicate, coordinate with any immediately adjacent property owners or utilities, if necessary.
3. Protect and maintain the immediate area below, above, and adjacent to the wayside installation to ensure the waysides are visible and accessible to the public, safe, and not unreasonably encroached upon by other signs, installations, vegetation, etc.
4. Prohibit the affixing of additional signs, stickers, or materials to the wayside and removing any subsequently affixed items.
5. Inform staff at Sagamore Hill National Historic Site of any significant damage or deterioration of the panel, frame or base.

C. For the Term of this GA NPS and the Town jointly agree to:

1. Participate in meetings, as or when necessary, to foster close cooperation on agreement implementation.
2. Make a good faith effort to achieve the specified goals and objectives stated in Article I during the term of this GA. Work together in good faith to resolve differences at the level of the Key Officials as defined herein for up-to forty-five (45) days prior to elevating matters within the partner organizations or appealing elsewhere within NPS or the federal government.
3. Make timely decisions on matters necessary to properly implement and administer this GA.

Page 2 of 7

REVIEWED BY
OFFICE OF TOWN ATTORNEY



A handwritten signature in dark ink, appearing to be the signature of the Town Attorney, located below the printed name.

4. Work in good faith to execute other legal instruments as needed in supplement to this GA necessary to meet the mutual objectives of the parties.

ARTICLE IV – Term of GA:

Wayside installations typically remain in National Park locations for multiple decades, as a means to provide long-term educational and interpretive opportunities for the visiting public. The goal of this mutual agreement is to provide a long-term installation of these waysides in the Hamlet of Oyster Bay for public benefit. This GA will be reviewed by both parties before the term of this agreement expires, with the goal of subsequent renewal to provide continued public benefit.

Unless earlier terminated by operation of the terms of this GA, or by agreement of the parties in writing, this GA will run from the date of the final signature until September 1, 2028 unless otherwise terminated earlier according to ARTICLE V – Termination and Expiration.

ARTICLE V – Termination and Expiration:

- A. Termination:** Either party may terminate this GA for any reason by giving sixty (60) days written notice. Neither party shall be liable to the other for any costs or claims in the event of termination. Termination will be effective at the end of the sixty (60) day period.
- B. Expiration:** If the agreement is terminated or expires, all wayside panels, frames, bases shall be appropriately removed by the Town and returned to the NPS.

ARTICLE VI – Key Officials:

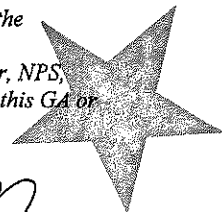

Jonathan L. Parker, Superintendent, Sagamore Hill National Historic Site
(516) 802-5581 | Jonathan_Parker@nps.gov

Richard LaMarca, Town Clerk, Town of Oyster Bay
(516) 624-6333 | rلامarca@oysterbay-ny.gov

ARTICLE VII – Prior Approval:

The Town shall obtain prior written notice to and approval from the NPS before:

1. *Temporarily removing a wayside for more than thirty (30) days;*
2. *Constructing or making any location improvements that could significantly encroach upon and/or negatively impact public access to or the physical condition of the wayside;*
3. *Releasing any public information that refers to the Department of the Interior, NPS, Sagamore Hill National Historic Site, any NPS employee (by name or title), this GA or the project contemplated here under; and*



4. *Permanently removing a wayside from any location.*

ARTICLE VIII – Liability and Insurance:

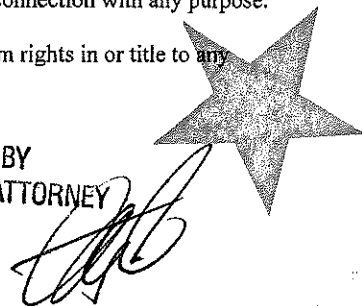
The Town shall indemnify, defend and hold harmless the National Park Service / U.S. Department of the Interior and its agents and employees from and against any and all liabilities, obligations, losses, damages, judgments, claims, actions, suits, penalties, fines, costs and expenses (including reasonable attorneys' fees and experts' fees) of any kind and nature whatsoever arising out of the acts or omissions of Town, its employees, agents or contractors (including any contractor's subcontractors), including injury to persons (including injury resulting in death) and damage to property. Town shall promptly pay the United States of America the full value of all damages to the lands or other property of the United States of America caused by Town, its employees, agents, representatives, or contractors (including any contractor's subcontractors) or, as agreed to by the parties, shall undertake the remedial work to repair or replace the damaged lands or property. Town will cooperate with the NPS in the investigation and defense of any claims that may be filed with the NPS arising out of the activities of Town, its employees, agents, representatives or contractors (including any contractor's subcontractors).

ARTICLE IX – Accounting and Reports (Intentionally Ommitted)

ARTICLE X – Property Utilization:

Intellectual Property: As used herein, "Intellectual Property" means with respect to either party, all trademarks, service marks and corporate and brand identification and indicia, including without limitation word marks, logos and other picture marks, video and audio recordings, phrases, composite marks, institutional images, look and feel, images of such party's employees, taglines, and web content, in each case, to the extent owned by such party, whether or not such property is trademarked or registered.

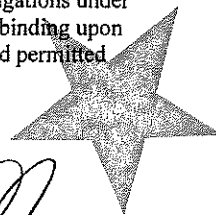
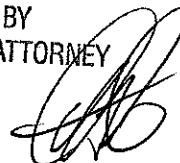
1. Neither party to this GA shall use any Intellectual Property (as herein described) of the other party for any purpose (including, without limitation, for collateral marketing, outreach, advertising, or as trade names or internet domain names) without the prior written consent of such other party, which consent may be withheld in such other party's sole discretion. All uses by one party of the other party's Intellectual Property shall be in accordance with any requirements and/or quality control standards (including, without limitation copyright and trademark notices) on which the consenting party may condition such consent or may promulgate from time to time by notice to the other party. A party retains all rights with respect to its Intellectual Property that are not specifically granted to the other party. Each party may, in its sole discretion, withdraw its consent to any use of its Intellectual Property by the other party on five (5) business days notice to such other party. Each party retains the right to concurrently use, and license others to use, its Intellectual Property anywhere in connection with any purpose.
2. Each party agrees that it shall not acquire and shall not claim rights in or title to any Intellectual Property of the other party.



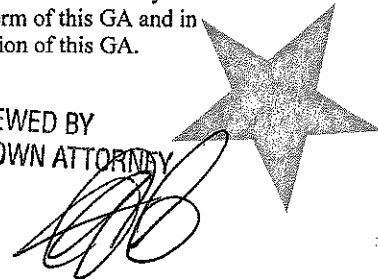
3. Upon the termination of this GA all Intellectual Property of the Town shall, to the extent such Intellectual Property are owned by the Town and are transferable, shall become the property of NPS.

ARTICLE XI – General Provisions:

- A. Non-Discrimination: All activities pursuant to or in association with this GA shall be conducted without discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex, as well as in compliance with the requirements of any applicable federal laws, regulations, or policies prohibiting such discrimination.
- B. NPS Appropriations: Pursuant to 31 U.S.C. § 1341, nothing contained in this GA shall be construed to obligate NPS, the Department, or the United States of America to any current or future expenditure of funds in advance of the availability of appropriations from Congress and their administrative allocation for the purposes of this GA, nor does this GA obligate NPS, the Department, or the United States of America to spend funds on any particular project or purpose, even if funds are available.
- C. Member of Congress: Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
- D. Lobbying with Appropriated Money: The Town will not undertake activities, including lobbying for proposed the Town or NPS projects or programs, that seek to either (1) alter the appropriation of funds included in the President's budget request to Congress for the Department of the Interior or another federal agency that holds funds for the sole benefit of the NPS under Congressionally authorized programs, including the Federal Lands Highway Program; or (2) alter the allocation of such appropriated funds by NPS or another Federal agency. Nothing in this paragraph is intended to preclude the Town from applying for and obtaining a competitive or non-competitive grant of Federal financial assistance from a Federal agency, or from undertaking otherwise lawful activities with respect to any the Town or NPS activity, project or program included in the President's budget request to Congress. Nothing in this paragraph should be construed as NPS requesting, authorizing or supporting advocacy by nonfederal entities before Congress or any other government official. Except as provided herein and in applicable laws, nothing in this paragraph shall be construed to curtail the Town's ability to interact with elected officials.
- E. Drug Free Workplace Act: The Town certifies that comprehensive actions will be taken to ensure the workplace is drug-free.
- F. Third Parties Not to Benefit: This GA does not grant rights or benefits of any nature to any third party.
- G. Assignment, Binding Effect: Neither party may assign any of its rights or obligations under this GA without the prior written consent of the other party. This GA shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. The parties waive the defense of lack of consideration.



- H. Non-exclusive: This GA in no way restricts the parties from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
- I. Compliance with Applicable Laws: This GA and performance hereunder is subject to all applicable laws, regulations and government policies, whether now in force or hereafter enacted or promulgated. Nothing in this GA shall be construed as (i) in any way impairing the authority of the NPS to supervise, regulate, and administer its property under applicable laws, regulations, and management plans or policies as they may be modified from time-to-time or (ii) inconsistent with or contrary to the purpose or intent of any Act of Congress.
- J. Disclaimers of Government Endorsement: The Town will not publicize or circulate materials (such as advertisements, solicitations, brochures, press releases, speeches, pictures, movies, articles, manuscripts, or other publications), suggesting, expressly or implicitly, that the United States of America, the Department, NPS, or any government employee endorses any business, brands, goods or services.
- K. Public Release of Information: The Town must obtain prior written approval through the NPS Key Official (or his or her designate) for any public information releases (including advertisements, solicitations, brochures, and press releases) that refer to the Department of the Interior, any bureau, park unit, or employee (by name or title), or to this GA. The specific text, layout, photographs, etc., of the proposed release must be submitted with the request for approval. The NPS will make a good-faith effort to expeditiously respond to such requests.
- L. Merger: This GA, including any attachments hereto, and/or documents incorporated by reference herein, contains the sole and entire agreement of the Town and NPS.
- M. Modification: This GA may be extended, renewed, or amended only when agreed to in writing by the NPS and the Town.
- N. Waiver: Failure to enforce any provision of this GA by either party shall not constitute waiver of that provision. Waivers must be express and evidenced in writing.
- O. Counterparts: This GA may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission or email) as against the party signing such counterpart, but which together shall constitute one and the same instrument.
- P. Agency: The Town is not an agent or representative of the United States, the DOI, or the NPS, nor will the Town represent itself as such to third parties.
- Q. Survival: Any and all provisions that, by themselves or their nature, are reasonably expected to be performed after the expiration or earlier termination of this GA shall survive and be enforceable after the expiration or earlier termination of this GA. Any and all liabilities, actual or contingent, that have arisen during the term of this GA and in connection with this GA shall survive expiration or termination of this GA.



- R. Partial Invalidity: If any provision of this GA or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this GA or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this GA shall be valid and be enforced to the fullest extent permitted by law.
- S. Captions and Headings: The captions, headings, article numbers, and paragraph numbers and letters appearing in this GA are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provisions of this GA nor in any way affecting this GA.

ARTICLE XII – Attachments:

- A. Titles and visual representations of wayside panels
- B. Technical specifications for installation

ARTICLE XIII – Signatures:

IN WITNESS HEREOF, the parties hereto have signed their names and executed this GA.

Park Superintendent

Date _____

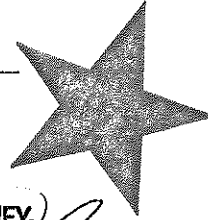

Town Supervisor/Designee

Date _____

Deputy Regional Director

Date _____

REVIEWED BY
OFFICE OF TOWN ATTORNEY



WHEREAS, Frank M. Scalera, Town Attorney, and Anthony C. Curcio, Deputy Town Attorney, by memorandum dated September 5, 2023, stated that a citation was served to the Town as a result of the Town performing excavation on October 6, 2022 at the property located at 9 Weir Lane, Locust Valley, New York 11560, inconsistent with the procedures and protocols set forth in accordance with New York 811; and

WHEREAS, subsequent to the above event, the Town was served with a Notice of Probable Violation dated November 9, 2022 from the New York State Department of Public Service ("NYSDPS"); and

WHEREAS, after numerous discussions with the NYSDPS, the Town was provided a Consent Order Agreement ("Agreement") by the NYSDPS, where amongst other things, the Town agrees (i) to pay a penalty of ONE THOUSAND and 00/100 (\$1,000.00) DOLLARS, from Account No. TWN A 1989 47900 000 0000, pursuant to Section 119-b(8) of the Public Service Law and Article 36, Section 765(1) of the General Business Law and (ii) to arrange and complete a training session for all Town personnel involved in excavation work, including clerical staff, if any, that make New York 811 calls prior to excavation; and

WHEREAS, this Office requests and recommends that the Town Board approve the Agreement and authorize the Supervisor, or his designee, to duly execute the Consent Order Agreement,

NOW, THEREFORE, BE IT RESOLVED, that upon the recommendation as hereinabove set forth, the Consent Order Agreement is approved and the Supervisor, or his designee, is hereby authorized to enter into said Consent Order Agreement .

-#-

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

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

689

Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET
FROM: Office of the Town Attorney
DATE: September 5, 2023
SUBJECT: Consent Order Agreement
New York State Department of Public Service – Citation No. 8725

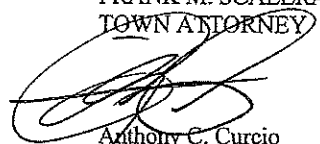
The above referenced citation arose as a result of the Town performing excavation on October 6, 2022 at the property located at 9 Weir Lane, Locust Valley, New York 11560, inconsistent with the procedures and protocols set forth in accordance with New York 811. Subsequent to the above event, the Town was served with a Notice of Probable Violation dated November 9, 2022 from the New York State Department of Public Service ("NYSDPS").

After numerous discussions with the NYSDPS, the Town was provided a Consent Order Agreement ("Agreement") by the NYSDPS, where amongst other things, the Town agrees (i) to pay a penalty of ONE THOUSAND and 00/100 (\$1,000.00) DOLLARS, from Account No. TWN A 1989 47900 000 0000, pursuant to Section 119-b(8) of the Public Service Law and Article 36, Section 765(1) of the General Business Law and (ii) to arrange and complete a training session for all Town personnel involved in excavation work, including clerical staff, if any, that make New York 811 calls prior to excavation.

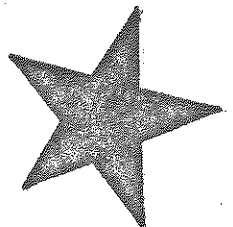
This Office requests and recommends that the Town Board approve the Agreement and authorize the Supervisor, or his designee, to duly execute the Consent Order Agreement.

Accordingly, kindly suspend the rules and include this item on the September 12, 2023 Town Board action calendar.

FRANK M. SCALERA
TOWN ATTORNEY


Anthony C. Curcio
Deputy Town Attorney

ACC:acc
Attachment



REVIEWED BY
OFFICE OF TOWN ATTORNEY

WHEREAS, Frank M. Scalera, Town Attorney, and Anthony C. Curcio, Deputy Town Attorney, by memorandum dated September 5, 2023, stated that a citation was served to the Town as a result of the Town performing excavation on October 6, 2022 at the property located at 9 Weir Lane, Locust Valley, New York 11560, inconsistent with the procedures and protocols set forth in accordance with New York 811; and

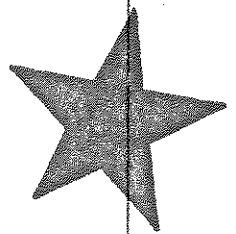
WHEREAS, subsequent to the above event, the Town was served with a Notice of Probable Violation dated November 9, 2022 from the New York State Department of Public Service ("NYSDPS"); and

WHEREAS, after numerous discussions with the NYSDPS, the Town was provided a Consent Order Agreement ("Agreement") by the NYSDPS, where amongst other things, the Town agrees (i) to pay a penalty of ONE THOUSAND and 00/100 (\$1,000.00) DOLLARS, from Account No. TWN A 1989 47900 000 0000, pursuant to Section 119-b(8) of the Public Service Law and Article 36, Section 765(1) of the General Business Law and (ii) to arrange and complete a training session for all Town personnel involved in excavation work, including clerical staff, if any, that make New York 811 calls prior to excavation; and

WHEREAS, this Office requests and recommends that the Town Board approve the Agreement and authorize the Supervisor, or his designee, to duly execute the Consent Order Agreement,

NOW, THEREFORE, BE IT RESOLVED, that upon the recommendation as hereinabove set forth, the Consent Order Agreement is approved and the Supervisor, or his designee, is hereby authorized to enter into said Consent Order Agreement.

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Department
of Public Service

Three Empire State Plaza, Albany, NY 12223-1350
www.dps.ny.gov

Public Service Commission
Rory M. Christian
Chair and
Chief Executive Officer
Diane X. Burman
James S. Alesi
Tracey A. Edwards
John B. Howard
David J. Valesky
John B. Maggione
Commissioners

2023 AUG 1 10 10 AM
723 300 4 10 10 AM

August 1, 2023

Anthony C. Anthony C. Curcio, Esq.
Town of Oyster Bay
150 Miller Place
Syosset, NY 11791

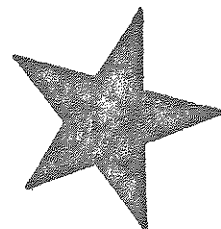
Re: November 9, 2022 Notice of Probable Violation for
Citation Number 8725

Dear Sir or Madam:

Upon review of the evidence in the above-referenced matter, we propose to resolve it by modifying the Consent Order Agreement attached to the November 9, 2022 Notice of Probable Violation. The significant revisions are (1) the penalty will be reduced to \$1,000, and (2) you will agree to contact Crystal Kavanagh at New York 811 (631-778-8111) to arrange and complete a training session for all personnel involved in excavation work, including clerical staff, if any, that make the One Call notifications.

Please respond by either:

1. Signing (by an authorized representative of the Company) the proposed Consent Order Agreement, and returning with a certified check as indicated in Clause 4; or
2. Declining to sign the Consent Order Agreement.



Be advised that if the second option is chosen or if the terms of this Consent Order Agreement are not complied with, we will report this matter to the Public Service Commission (Commission) for its determination. The Commission would not be bound by this offer of a reduced penalty and could impose a penalty up to \$2,500 as indicated in the original NOPV.

A response is requested by Tuesday, August 22, 2023. Please be advised that any written response to the Notice will become part of the public record in this case. Lack of response by Tuesday, August 22, 2023, will be interpreted as declining to accept the Consent Order Agreement.

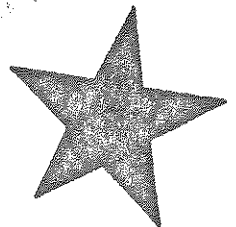
If you do accept this Consent Order Agreement, it will then be reported to the Commission for its approval. If approved, a copy will be signed and returned to you for your records.

In addition, if you do intend to accept the Consent Order Agreement, it is recommended that you contact the one-call center (see clause 5) as soon as possible to arrange a mutually convenient time prior to the date specified in the Consent Order Agreement.

Very truly yours,



Michael Pasinella
Professional Engineer 2
Office of Energy System Planning
and Performance



CONSENT ORDER AGREEMENT

1. This document is a Consent Order Agreement entered into between the New York State Department of Public Service (Department) and Town of Oyster Bay (Respondent).

2. The Department of Public Service has recommended a penalty of \$1,000 pursuant to §119-b(8) of the Public Service Law and Article 36, §765(1) of the General Business Law, in full satisfaction of the Notice of Probable Violation dated November 9, 2022.

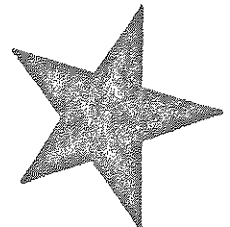
3. The Department and Respondent agree to resolve this matter without determination as to whether there has been a violation of the above statutes or the regulations promulgated there under. The Department and Respondent also agree that signing this Consent Order Agreement does not constitute an admission that Respondent committed a violation of 16 NYCRR Part 753.

4. Respondent hereby agrees, upon signing this Consent Order Agreement, to attach payment of the penalty by certified check or money order payable to the "Department of Public Service". The signed Consent Order Agreement and certified check shall be addressed to:

Laura Ferraro
Director of Finance and Budget
Department of Public Service
Three Empire State Plaza
16th Floor
Albany, N.Y. 12223-1350

5. Respondent agrees to contact Crystal Kavanagh at New York 811 (631-778-8111) to schedule a training session for all of its employees involved in excavation work, whether directly or indirectly, including any clerical staff who call New York 811 for excavation mark-outs. The training will be completed on or before Tuesday, October 3, 2023. To verify compliance with this clause, Respondent will email a copy of a sign-in sheet to dps.sm.753citations@dps.ny.gov by Tuesday, October 10, 2023.

6. To the extent that members of Respondent's workforce to be trained in the protection of underground facilities are non-English speaking, the respondent agrees to provide an interpreter for these employees:



7. If the terms of this Consent Order Agreement are not complied with by Tuesday, October 10, 2023 this Consent Order Agreement shall be deemed invalid, and will not be sent to the Commission for approval. Instead the Department will recommend to the Commission the full penalty of \$2,500 be assessed pursuant to §119-b(8) of the Public Service Law and Article 36, §765(1) of the General Business Law.

8. Respondent agrees that any subsequent violation of 16 NYCRR Part 753 which occurs within twelve (12) months of Thursday, October 6, 2022, shall be treated as a succeeding violation for purpose of General Business Law §765(1)(a).

9. Respondent hereby expressly waives any and all right of appeal or judicial review that might otherwise attach to a Final Order of the Commission.

Signature

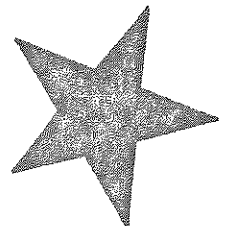
Name

Date

Signature

Name

Date



WHEREAS, Gregory Museum, Inc., a non-profit organization incorporated under the laws of the State of New York, has operated the Gregory Museum, located at 1 Heitz Place, Hicksville, New York 11801, known as the Gregory Museum, pursuant to a license agreement with the Town of Oyster Bay; and

WHEREAS, Frank M. Scalera, Town Attorney, and Anthony C. Curcio, Deputy Town Attorney, by memorandum dated September 5, 2023, advised that the Office of the Town Attorney has negotiated a new license agreement with Gregory Museum, Inc., and recommended and requested that the Town Board authorize the Supervisor, or his designee, to execute the agreement, for a ten (10) year period, from October 1, 2023 through September 30, 2033; and

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned recommendation and request are hereby accepted and approved, and the Supervisor, or his designee is hereby authorized and directed to execute a license agreement with Gregory Museum, Inc., for a ten (10) year period, from October 1, 2023 through September 30, 2033.

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

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

Reviewed By
Office of Town Attorney

[Signature]

6910

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

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: September 5, 2023


SUBJECT: Authorization to enter a License Agreement with Gregory Museum, Inc.
(Gregory Museum)

Gregory Museum, Inc., a non-profit organization incorporated under the laws of the State of New York, has operated the Gregory Museum, located on 1 Heitz Place, Hicksville, New York 11801, pursuant to a license agreement with the Town of Oyster Bay.

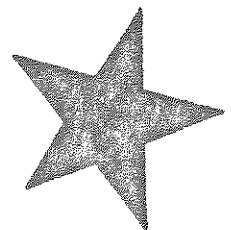
The Office of the Town Attorney has negotiated a new license agreement with Gregory Museum, Inc., and recommends and requests that the Town Board authorize the Supervisor, or his designee, to execute the agreement, for a ten (10) year period, from October 1, 2023 through September 30, 2033.

Kindly suspend the rules and place this matter on the September 12, 2023 action calendar.

FRANK M. SCALERA
TOWN ATTORNEY


Anthony C. Curcio
Deputy Town Attorney

ACC:acc
Attachment



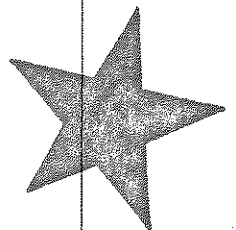
Reviewed By
Office of Town Attorney

WHEREAS, Gregory Museum, Inc., a non-profit organization incorporated under the laws of the State of New York, has operated the Gregory Museum, located at 1 Heitz Place, Hicksville, New York 11801, known as the Gregory Museum, pursuant to a license agreement with the Town of Oyster Bay; and

WHEREAS, Frank M. Scalera, Town Attorney, and Anthony C. Curcio, Deputy Town Attorney, by memorandum dated September 5, 2023, advised that the Office of the Town Attorney has negotiated a new license agreement with Gregory Museum, Inc., and recommended and requested that the Town Board authorize the Supervisor, or his designee, to execute the agreement, for a ten (10) year period, from October 1, 2023 through September 30, 2033; and

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned recommendation and request are hereby accepted and approved, and the Supervisor, or his designee is hereby authorized and directed to execute a license agreement with Gregory Museum, Inc., for a ten (10) year period, from October 1, 2023 through September 30, 2033.

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AGREEMENT

DATED: , 2023

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

GREGORY MUSEUM, INC., a nonprofit organization incorporated under the laws of the State of New York, with offices at 20 Summit Street, Oyster Bay, New York 11771, hereinafter referred to as the "MUSEUM, INC."

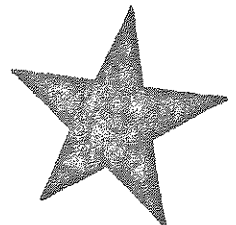
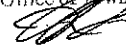
WITNESSETH:

The parties agree as follows:

1. That the MUSEUM, INC. is hereby granted a ten (10) year license from October 1, 2023 through September 30, 2033, to operate the TOWN's Gregory Museum (defined herein) at 1 Heitz Place, Hicksville, New York 11801 ("Premises").

2. The parties hereto understand and agree that all rights, grants and authorizations heretofore granted by the TOWN to the MUSEUM, INC. with respect to the supervision, operation and staffing of the Gregory Museum (defined herein), are hereby rescinded and superseded by this Agreement.

3. The parties agree that the TOWN is the owner in fee of a certain lot, plot or parcel or land, known as Section 12, Block 236, Lot 1 on the Land and Tax Map of the County of Nassau, with buildings thereon, formally the Town Hall and jail, which were previously offered by the TOWN to the MUSEUM, INC., to lease, repair, renovate and maintain said buildings (collectively known and referred to as the "Gregory Museum") for the purpose of establishing therein a museum devoted to educating the general populace in the study of rocks, minerals, and related subjects.

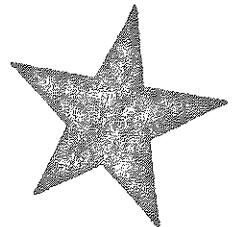


4. The MUSEUM, INC. is to provide all the necessary staffing to operate the Gregory Museum.

5. All revenue from admission charges and/or donations collected from visitors to the Gregory Museum, during the term of this Agreement, are to be retained by the MUSEUM, INC., using said funds to defray the Gregory Museum's staffing and program expenses and/or other applicable expenses, as determined in the reasonable and sole discretion of the MUSEUM, INC. Price or prices fixed for admission to the Gregory Museum are to be approved in advance by the Town Board of the TOWN.

6. The MUSEUM, INC. shall maintain accounting records containing sufficient information with respect to receipts collected, and disbursements made in its operation and supervision of the Gregory Museum, and said records shall be available to the TOWN for review. The MUSEUM, INC. shall submit to the TOWN an Annual Finance Report on or before January 1st of each year.

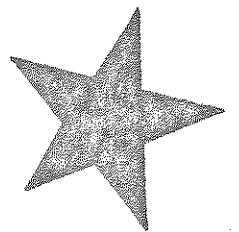
7. The MUSEUM, INC. shall provide educational programs for the benefit of TOWN residents and visitors, and develop and promote activities for the purpose of displaying rocks, minerals, fossils, butterflies and local historical and related objects, and conducting tours and classes and similar and relevant uses and activities relating to the furtherance of the study of the aforementioned subject matter. All activities held under the auspices of the Gregory Museum, whether at the Gregory Museum or at any other premises, must be approved in advance by the TOWN. The Gregory Museum may serve beer, wine and champagne at fund-raising events and/or special functions, provided, however, that prior TOWN approval is obtained.



8. All staff hired by the MUSEUM, INC. shall be under the direct control and supervision of and be accountable to the Board of Directors of the MUSEUM, INC. Staff and employees hired by the Gregory Museum shall not be deemed employees of the TOWN. The TOWN shall be advised of the salary to be paid and the name of the Museum Director, and any other paid staff. Applicable required notice of the foregoing salary, name, etc. shall be deemed satisfied if included as part of the Annual Finance Report set forth at Paragraph 6 above.

9. The MUSEUM, INC. agrees to pay the TOWN the sum of ONE DOLLAR (\$1.00) as a licensing fee to operate the Gregory Museum at the Premises. The TOWN agrees to allow the MUSEUM, INC. to use the Gregory Museum for museum related activities, as follows; exhibits, educational purposes, historical preservation activities, office and staff uses, and collections and artifacts storage.

10. The TOWN will assume responsibility for the exterior and structural maintenance of the buildings and grounds of the Gregory Museum, including without limitation, in the maintenance of all buildings in good, structurally sound and leak-free condition and all affiliated plumbing, heating, electrical and air conditioning systems, as applicable, in good working order. The MUSEUM, INC. shall be responsible for the payment of utilities, including electric, gas, water and fuel, and shall provide garbage removal. The MUSEUM, INC. shall be responsible for the payment of telephone and internet service, expenses associated with its charter and all costs associated with keeping the Premises in clean and neat condition. No interior or exterior work shall be performed, including, but not limited to, structural and/or electrical work, without prior written TOWN approval, except as provided herein. All approved contractors must supply the TOWN with proof of



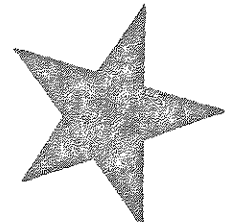
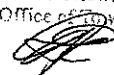
Comprehensive General Liability Insurance, in amounts, per occurrence, of not less than \$1,000,000.00 bodily injury, \$2,000,000.00 general aggregate, Worker's Compensation Insurance and Commercial Automobile Liability Insurance in amount per occurrence of \$500,000.00, and Property Damage Insurance in the amount per occurrence of \$500,000.00. The TOWN shall be named as additional insured accompanied by endorsement issued by the insurance carrier. If such consultants or testing are approved, the MUSEUM, INC. shall provide the TOWN with a copy of all written reports prepared in connection with same.

11. The MUSEUM, INC. shall grant unfettered access to the Gregory Museum at all reasonable times to the TOWN.

12. The MUSEUM, INC. shall retain all proceeds from the sale of its books, publications, and/or merchandise and the net proceeds are to be permanently retained by the MUSEUM, INC. to defray museum staffing, program expenses, and/or other applicable expenses as determined in the reasonable and sole discretion of the MUSEUM, INC.

13. It is expressly understood and agreed that no land, building, space or equipment is leased to the MUSEUM, INC., as this Agreement constitutes a license. It is further expressly understood and agreed that the either party may cancel this Agreement upon giving ninety (90) days written notice to the other party.

14. If, for any reason, the MUSEUM, INC. shall fail to carry out the terms of this Agreement, or for any reason this Agreement shall be terminated by either party, then in such case, it shall be lawful for the TOWN to serve, or cause to be served, on the MUSEUM, INC., a notice declaring this Agreement null and void, and the TOWN, upon giving fourteen (14) days' notice of such intent, in writing, may reenter and repossess the Premises. Notwithstanding the

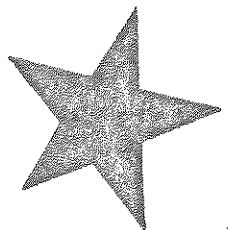


foregoing, prior to such TOWN declaration and repossession, the MUSEUM, INC. shall be provided written notice of all such alleged MUSEUM, INC. failures in carrying out the terms of this Agreement, for which the MUSEUM, INC. shall be granted a reasonable opportunity to cure/rectify same and in no event shall such opportunity to cure/rectify be less than thirty (30) days.

15. Nothing herein shall prevent the MUSEUM, INC. from raising money or obtaining private donations and subscriptions for the benefit and improvement of the Gregory Museum and their collections or for special projects within the purposes of the MUSEUM, INC.'s charter.

16. It is understood and agreed that the current collection of personal property now located within the Gregory Museum includes the property owned by the MUSEUM, INC., and that a complete itemization of same has been furnished to the TOWN. It is further understood that all such property, whether now owned or hereafter acquired, shall remain the absolute and exclusive property of the MUSEUM, INC. or any person or organization lending to the MUSEUM, INC. The MUSEUM, INC. shall be prohibited from removing, selling or otherwise disposing of said personal property except pursuant to a loan or exchange agreement with another person or organization.

17. The MUSEUM, INC. waives any and all claims for compensation for any and all loss or damage sustained by reason of any defect, deficiency or impairment of the water supply systems, drainage systems, gas mains, electrical apparatus or wires furnished for the Premises, except to the extent such loss or damage was caused in whole or in part by the negligence of the TOWN, or by reason of any loss of any gas supplies, water supplies, heat



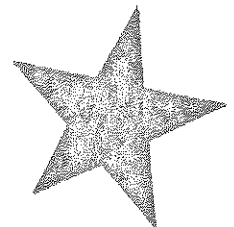
or current which may occur from time to time from any cause, or for any loss or damage resulting from fire, water, tornado, civil commotion, epidemic, pandemic, riot or any other reason whatsoever. The MUSEUM, INC. releases and discharges the TOWN and its agents from any and all demands, claims, actions and causes of action arising from any of the causes aforesaid, except to whatever extent such loss or damage was caused in whole or in part by the TOWN's own negligence. The MUSEUM, INC. further waives any and all claims for compensation, refund or its investment, if any, or any other payments whatsoever in the event this Agreement is terminated by the TOWN sooner than the fixed term, except to the extent set forth below.

18. a. The MUSEUM, INC. agrees to obtain from an insurance company, authorized to do business in the State of New York and keep in force during the term of this contract, a policy of comprehensive general liability on which the MUSEUM, INC. and the TOWN are each named insured, including, but not limited to, the torts and negligence of the MUSEUM, INC., its employees, agents, etc., in amounts, per occurrence, of not less than \$1,000,000.00 bodily injury, \$2,000,000.00 general aggregate, and property damage insurance in the amount, per occurrence, of not less than \$500,000.00; and

b. The MUSEUM, INC. shall comply with all provisions of the Workers' Compensation Law, and shall furnish a certificate showing evidence of current coverage; and

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

d. Such policies shall be issued in the name the MUSEUM, INC., with



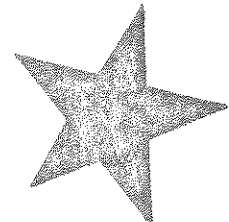
the TOWN being named as an additional insured. Copies of the aforementioned insurance, and the appropriate endorsement from the insurance company indicating the TOWN's named insured status, must be filed with the TOWN. No such insurance policy shall be cancelled without thirty (30) days prior written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

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

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

c. The provisions of this section shall survive the termination of this Agreement.

20. Periodically, the parties hereto shall furnish to each other evidence of the existence of the insurance coverages provided in Paragraph 18 above, together with proof of premium payments.

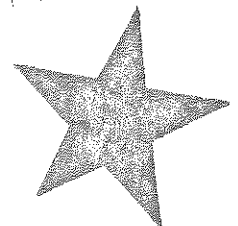


TOWN: The Commissioner of the Department of General Services
74 Audrey Avenue
Oyster Bay, New York 11771; and

The Office of the Town Clerk
54 Audrey Avenue
Oyster Bay New York 11771; and

The Office of the Town Attorney,
54 Audrey Avenue
Oyster Bay New York 11771

THE MUSEUM, INC.: President of the Gregory Museum,
1 Heitz Place
Hicksville, New York 11801

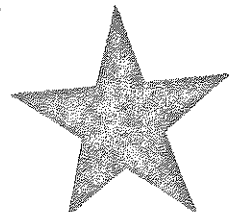
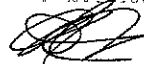


22. The MUSEUM, INC. shall not be required to obtain TOWN approval for either additions of personal property to the Gregory Museum or for the installation of non-structural displays, partitions, temporary walls, etc., necessary for such exhibits.

23. Pursuant to the By-Laws of The MUSEUM, INC., The MUSEUM, INC. shall elect/appoint a representative of the TOWN to serve as a trustee board member of The MUSEUM, INC. The Board of Trustees of the MUSEUM, INC. shall include a representative of the TOWN for as long as The MUSEUM, INC. continues to remain LICENSEE of the Premises. In the event that the MUSEUM, INC. is no longer a LICENSEE of the Premises, and MUSEUM, INC. is not in breach of any terms or conditions of this Agreement, the election of a representative of the TOWN as a trustee board member of The MUSEUM, INC. shall be at the sole discretion of the MUSEUM, INC.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Reviewed By
Office of Town Attorney



24. This Agreement comprises the complete agreement between the Parties, and supersedes any prior or contemporaneous agreements. This agreement may not be modified except by a writing signed by the Parties hereto, and any purported verbal agreements or modifications will be of no force or effect.

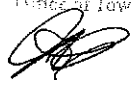
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

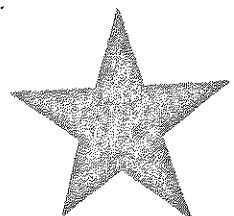
TOWN OF OYSTER BAY

By:
Title: Town Supervisor/Designee

GREGORY MUSEUM, INC.

By:
Title: President

Reviewed By
Office of Town Attorney




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

On the day of , in the year 2023, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On this day of , 2023, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he resides in Oyster Bay, New York and that he is the _____ of the Town of Oyster Bay, the municipal corporation, described herein and which executed the foregoing instrument; that this agreement is authorized by order of the Town Board of said corporation, and that he signed his name thereto by like order.

NOTARY PUBLIC

S:\Attorney\ACC\Gregory Museum License Agreement\Gregory Museum License Agreement v3 (clean).docx

Reviewed By
Office of Town Attorney
