

John Canino
COMMISSIONER OF HUMAN RESOURCES

APPROVED

Meeting of June 28, 2022

RESOLUTION P-11-2022

WHEREAS, The 2022 Budget, adopted October 26, 2021 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 2022 Budget, on October 26, 2021, 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	Absent
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

John Lanning

APPROVED

COMMISSIONER OF HUMAN RESOURCES

Meeting of June 28, 2022

PA - 6-2022

WHEREAS, Resolution #PA 3-73, adopted the 1973 Graded Salary Plan for all titles in use in the Town of Oyster Bay; and

WHEREAS, it is deemed necessary periodically to change or upgrade the grades of such approved titles of Nassau County Civil Service Commission,

NOW, THEREFORE, BE IT RESOLVED, That the Graded Salary Plan, as adopted by Resolution #PA 3-73, on January 1973, be and hereby is amended to reflect the following effective June 28, 2022:

TO CHANGE THE GRADE OF:	FROM:	TO:
Director of Labor-Management Relations	00	28

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

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

John Lanning

COMMISSIONER OF HUMAN RESOURCES

APPROVED

Meeting Of June 28, 2022

PA-7-2022

RESOLVED, That Ralph J. Raymond, residing at 312 North Virginia Avenue, North Massapequa, New York 11758 is hereby appointed to the position of Commissioner of General Services in the Department of General Services of the Town of Oyster Bay, effective June 30, 2022, and to serve at the pleasure of the Town Board.

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

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

Meeting of June 28, 2022

Resolution No. TF-10-2022

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

ITEM NO.	DEPT.	AMOUNT	FROM
033-22	IGA	\$200,000.00	IGA CD 8662 28800 721 CD19
		\$200,000.00	TO IGA CD 8668 48290 000 CD19
034-22	OTA	\$ 834.48	FROM OTA A 1420 44110 000 0000
		\$ 834.48	TO OTA A 1420 41300 000 0000
		\$ 16,329.28	FROM OTA A 1420 44110 000 0000
		\$ 16,329.28	TO OTA A 1420 44800 000 0000

-#-

Reviewed By
Office of Town Attorney

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

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

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

TO: Memorandum Docket

FROM: Frank V. Sammartano, Commissioner
Intergovernmental Affairs

DATE: June 13, 2022

SUBJECT: Transfer of Funds

FROM

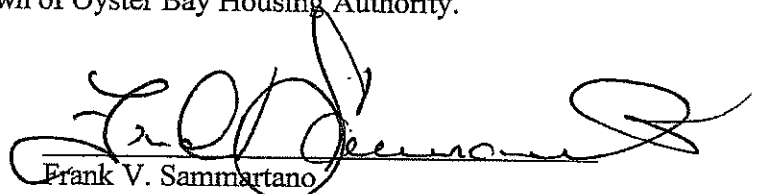
IGA CD 8662 28800 721 CD 19
(Public Facility Improvement-Hicksville) \$200,000.00

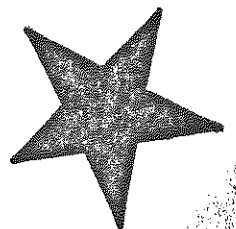
TO

IGA CD 8668 48290 000 CD 19
(Public Housing Rehabilitation- General) \$200,000.00

JUSTIFICATION

This transfer is respectfully requested to expend funds which are due to expire on 8/31/22, on an ongoing roofing project at the Town of Oyster Bay Housing Authority.


Frank V. Sammartano
Commissioner



Town of Oyster Bay
Inter-Departmental Memo

TO : MEMORANDUM DOCKET
FROM : OFFICE OF THE TOWN ATTORNEY
DATE : June 15, 2022
SUBJECT: TRANSFER OF FUNDS

Town Board authorization is hereby requested to transfer funds between the following accounts:

FROM:

OTA A 1420 44110 000 0000 (Legal Fees)	\$17,163.76
--	-------------

TO:

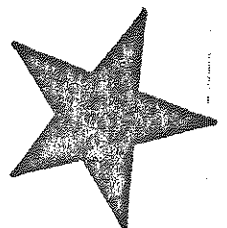
OTA A 1420 41300 000 0000 (Office Supplies)	\$834.48
OTA A 1420 44800 000 0000 (Professional Services)	\$16,329.28

Justification: To cover the costs of West Publishing Corp.

FRANK M. SCALERA
TOWN ATTORNEY

Elizabeth A. Faughnan
Elizabeth A. Faughnan
Deputy Town Attorney

EAF:mek



Meeting of June 28, 2022

Resolution No 441-2022

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated June, 2 2022, requested Town Board authorization to employ the services of the following performers to provide entertainment for GAP Program participants for the fees, dates and locations noted below, at a total cost of \$300.00, with funds available for payment in Account No. CYS A 7020 47660 000 0000:

Timothy Aldridge
38 Constable Lane
Levittown, New York 11756
Performance date: Tuesday, July 19, 2022
Location: Syosset-Woodbury Community Center
Fee: \$300.00

WHEREAS, This vendor has been vetted, and the Inspector General is satisfied that the requirements of the Town's Procurement Policy have been fulfilled;

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted, and the Commissioner of Community and Youth Services is authorized to execute agreements, negotiated and approved by the Town Attorney's Office, with the aforementioned vendor to provide entertainment to GAP Program participants, for the aforementioned fees, dates and locations at a total cost of \$300.00; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, with the funds for said payment to be drawn from Account No. CYS A 7020 47660 000 0000.

-#-

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

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

Reviewed By
Office of Town Attorney
M. J. D. R.

TOWN OF OYSTER BAY
Inter-Departmental Memorandum

June 2, 2022

TO: Memorandum Docket

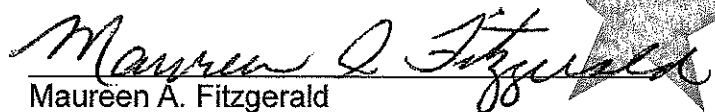
FROM: Maureen A. Fitzgerald, Commissioner
Department of Community and Youth Services


SUBJECT: Services for GAP

The Department of Community & Youth Services requests Town Board authorization to employ the services of Timothy Aldridge of 38 Constable Lane, Levittown, NY 11756 on Tuesday, July 19, 2022 at the Syosset-Woodbury Community Center. He will be providing entertainment for GAP Program participants.

The total cost of this service is \$300.00 which will be paid by Friends of the Community Services Dept., Inc. This Vendor has been vetted through the Exiger System and the Inspector General is satisfied that the requirements of the Town's Procurement Policy have been fulfilled.

Therefore, it is respectfully requested that the Town Board authorize the Town to enter into an agreement as negotiated and approved by the Town Attorney's Office and further authorize the Commissioner of Community and Youth Services to execute said agreement.


Maureen A. Fitzgerald
Commissioner



MAF:jd
Attachment

Contract

This Contract, made by and between the Town of Oyster Bay's Department of Community and Youth Services, located at 977 Hicksville Road, Massapequa, New York 11758 (hereinafter referred to as "TOWN") and Timothy Aldridge, located at 38 Constable Lane, Levittown, New York 11756 (hereinafter referred to as "CONTRACTOR") in consideration of mutual interests provided for hereby, the parties herein agree as follows:

Performance by: Timothy Aldridge
Date: July 19, 2022
Location: Syosset Woodbury Community Center
Amount: \$300.00

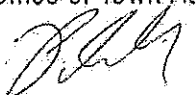
In consideration of these services, the Friends of the Community Services Department, Inc., agrees to pay CONTRACTOR the sum of three hundred dollars. If CONTRACTOR fails to appear, or is incapacitated from rendering a performance through sickness or otherwise, CONTRACTOR shall not receive any compensation.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

TIMOTHY ALDRIDGE

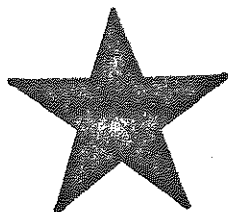
CONTRACTOR

DATE: _____, 2022

TOWN OF OYSTER BAY

MDF
Reviewed By
Office of Town Attorney


COMMISSIONER
DATE: _____, 2022



Meeting of June 28, 2022

Resolution No 442-2022

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated June, 2 2022, requested Town Board authorization to employ the services of the following performers to provide entertainment for GAP Program participants for the fees, dates and locations noted below, at a total cost of \$300.00, with funds available for payment in Account No. CYS A 7020 47660 000 0000:

Keep the Country Dancing, Inc.
115 Johnstown Road
Sloatsburg, New York 10974
Performance date: Tuesday, July 12, 2022
Location: Syosset-Woodbury Community Center
Fee: \$300.00

WHEREAS, This vendor has been vetted, and the Inspector General is satisfied that the requirements of the Town's Procurement Policy have been fulfilled;

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted, and the Commissioner of Community and Youth Services is authorized to execute agreements, negotiated and approved by the Town Attorney's Office, with the aforementioned vendor to provide entertainment to GAP Program participants, for the aforementioned fees, dates and locations at a total cost of \$300.00; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, with the funds for said payment to be drawn from Account No. CYS A 7020 47660 000 0000.

-#-

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

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

Reviewed By
Office of Town Attorney
W. J. B. 7

TOWN OF OYSTER BAY
Inter-Departmental Memorandum

June 2, 2022

TO: Memorandum Docket

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

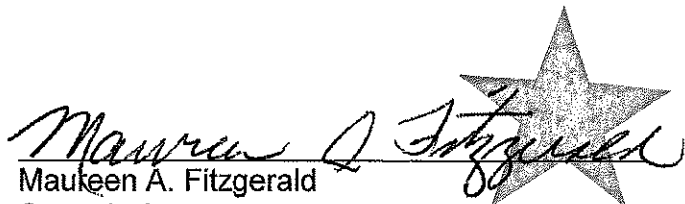
SUBJECT: Services for GAP

The Department of Community & Youth Services requests Town Board authorization to employ the services of Keep The Country Dancing Inc., of 115 Johnstontown Road, Sloatsburg, NY 10974 on Tuesday, July 12, 2022 at the Syosset-Woodbury Community Center. They will be providing entertainment for GAP Program participants.

This Vendor has been vetted through the Exiger System and the Inspector General is satisfied that the requirements of the Town's Procurement Policy has been fulfilled.

The total cost of this service is \$300.00. Funds are available in Account CYS A 7020 47660 000 0000, *Special Events*. In accordance with Guideline 5, Section b, of the Town Procurement Policy, these services are exempt from the solicitation, written proposal or requirements of the policy.

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


Maureen A. Fitzgerald
Commissioner

MAF:jd
Attachment

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Contract No.: 22-045

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 Keep The Country Dancing Inc., located at 115 Johnstown Road, Sloatsburg, New York 10974 (hereinafter referred to as "CONTRACTOR") in consideration of mutual interests provided for hereby, the parties herein agree as follows:

Performance by: Keep the Country Dancing, Inc.
Date: July 12, 2022
Location: Syosset Woodbury Community Center
Amount: \$300.00

In consideration of these services, the TOWN agrees to pay CONTRACTOR the sum of three 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 CONTRACTOR's invoice and the claim form provided by TOWN.

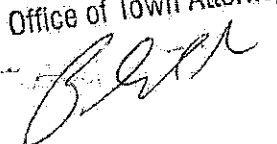
KEEP THE COUNTRY DANCING, INC.

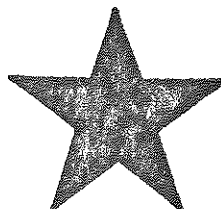
CONTRACTOR

DATE: _____, 2022

TOWN OF OYSTER BAY

COMMISSIONER
DATE: _____, 2022

WDF
Reviewed By
Office of Town Attorney




Reviewed By
Office of Town Attorney
Theresa
America Waite

Meeting of June 28, 2022

Resolution No 443-2022

WHEREAS, Keri Bergman has requested to donate a memorial plaque and new bench to be located in Theodore Roosevelt Memorial Park and Beach, Oyster Bay, in memory of Harry Bergman; and

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

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated June 1, 2022, recommended that the Town accept said donation,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town hereby accepts the donation of \$1,350.00 from Keri Bergman for a memorial plaque and bench to be placed in Theodore Roosevelt Memorial Park and Beach, Oyster Bay, in memory of Harry Bergman.

-#-

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

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

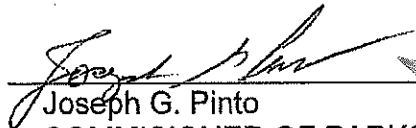
**Town of Oyster Bay
Inter-Departmental Memo**

TO: Memorandum Docket
FROM: Joseph G. Pinto, Commissioner of Parks
SUBJECT: Memorial Plaque and Bench
DATE: June 1, 2022

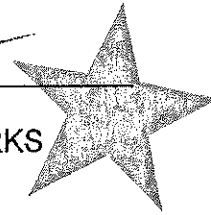
The Department of Parks has received a request from Keri Bergman (letter attached) requesting to donate a memorial plaque and a new bench to be placed in Theodore Roosevelt Memorial Park and Beach in memory of Harry Bergman.

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

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



Joseph G. Pinto
COMMISSIONER OF PARKS



JGP/dc

Diann Codispodo

From: Keri Bergman [REDACTED]
Sent: Monday, May 23, 2022 12:20 PM
To: Diann Codispodo
Subject: Request for Bench

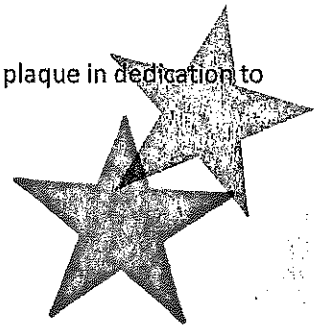
CAUTION: This email originated from outside of our organization! Do not click links, open attachments or reply, unless you recognize the sender's email address and know the content is safe!

Hello

We would like to donate a new bench for the Teddy Roosevelt beach park. We would like an 8x6 plaque in dedication to Harry Bergman. Wording for the plaque to follow.


Keri Bergman
[REDACTED]

Sent from my iPhone



Meeting of June 28, 2022

Resolution No 444-2022

Reviewed By
Office of Town Attorney


WHEREAS, pursuant to the Code of the Town of Oyster Bay ("Code"), Chapter 241, "Waterways", Section 241-9, "Applications", Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memorandum dated June 1, 2022, directed LAURA PROBST, Applicant, to provide an Affidavit of Mailing Notice, pursuant to Section 241-9(E)(3) of the Code, of the application to erect, maintain, alter or improve a dock, pier, float, bulkhead or similar structure at 135 Stillwater Avenue, Massapequa, New York 11758, known and designated as Section 66, Block 90, Lot 42, on the Nassau County Land and Tax Map; and

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

WHEREAS, Commissioner Maccarone, by said memorandum, stated that Chapter 241 of the Code requires Town Board approval for structures projecting into the Town waterways, which the proposed structure does, and has requested a calendar date of June 28, 2022, for Town Board action, in connection with the aforementioned application; and

WHEREAS, George Baptista, Jr., Deputy Commissioner, Department of Environmental Resources, by memorandum dated May 25, 2022, advised that pursuant to the provisions of the Town of Oyster Bay Environmental Quality Review Law, the Town Environmental Quality Review Division ("Division") has reviewed the dock building permit application referenced above, and has reviewed the relevant environmental factors affected by the uses proposed in the subject application; and has determined that said application is deemed to fall under the New York State Environmental Quality Review Act, 6 NYCRR, Part 617, Section 617.5(c)(12), Type II Actions List, relative to "construction, expansion or placement of minor accessory/appurtenant residential structures, including garages, carports, patios, decks, swimming pools, tennis courts, satellite dishes, fences, barns, storage sheds or other buildings not changing land use or density;" and under Appendix B, Section B(2), of the TEQR Law, relative to "The installation of minor accessory facilities such as lawn sprinkler systems, swimming pool heaters and fire sprinkler systems, provided that such systems comply with all applicable codes and ordinances," and as such does not require completion of an Environmental Impact Statement or other environmental consideration,

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

RESOLVED, That the application of LAURA PROBST, to erect, maintain, alter or improve a dock, float, pier, bulkhead or similar structure, at 135 Stillwater Avenue, Massapequa, New York 11758, known and designated as Section 66, Block 90, Lot 42 on the Nassau County Land and Tax Map, is hereby APPROVED.

-#-

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

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

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TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

444

TO: MEMORANDUM DOCKET

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

DATE: JUNE 1, 2022

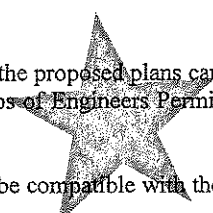
SUBJECT: WATERWAYS REVIEW
LAURA PROBST
135 STILLWATER AVE.
MASSAPEQUA, NY 11758
SECTION 66, BLOCK 90, LOT(S) 42
DOCK BUILDING PERMIT APPLICATION # 22050024

We have received a request from Laura Probst to "remove and replace, in-place an approximately 305 linear foot timber bulkhead with a new 305 linear foot vinyl style bulkhead. In addition, install a new 12-foot-wide by 12.5-foot-long boat lift and permanently install an existing three-foot-wide by eight-foot-long ramp, five-foot-wide by nine-foot-long float, nine-foot-wide by 15-foot-long float and six-foot-wide by 13-foot-long float." All work is to be done according to the attached plans stamped "NYSDEC Approved" Permit No. 1-2824-03441/00001 dated March 15, 2022 and the Department of the Army, New York District, Corps of Engineers Nationwide Permit No. NAN-2022-00247-EVI dated March 29, 2022. Chapter 241 of the Code of the Town of Oyster Bay entitled "Waterways" requires Town Board approval for structures projecting into the waterways.

Copies of the following documents are attached: Town of Oyster Bay Mooring, Dock, Pier, Float and Bulkhead Permit Application No. 22050024; New York State Department of Environmental Conservation (NYSDEC) Permit No. 1-2824-03441/00001 dated March 15, 2022; Department of the Army, New York District Corps of Engineers Permit No. NAN-2022-00247-EVI dated March 29, 2022, and a letter of General Concurrence with the Federal Consistency Assessment Form from the New York State Department of State dated February 28, 2022. Also attached is a memo from George Baptista Jr., Deputy Commissioner Department of Environmental Resources dated May 25, 2022, classifying the project as a TYPE II ACTION under SEQRA. Please note that plans for the proposed work can be found attached to the DEC permit.

The relevant documents are attached for your review. Please note the proposed plans can be located in the NYSDEC and the Department of the Army Corps of Engineers Permit approvals.

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



HONORABLE MEMBERS OF THE TOWN BOARD
WATERWAYS REVIEW
LAURA PROBST
135 STILLWATER AVE.
MASSAPEQUA, NY 11758
SECTION 66, BLOCK 90, LOT(S) 42
DOCK BUILDING PERMIT APPLICATION # 22050024

Page 2

Pursuant to Section §241-9(E)(3) of the Code of the Town of Oyster Bay, all persons, local governments, other agencies or corporations having any property or operating any facilities on the two properties on both sides of the premises for which the permit is sought (four properties in total), and any properties which have any frontage on a waterway and are directly opposite from the subject premises shall be notified at least 14 days in advance, in writing, of the appearance of such matter for Town Board action. It is the responsibility of the applicant to issue said notices and the applicant shall bear the cost of same. Therefore, I respectfully request that this application be put on the agenda for the June 28, 2022 Town Board calendar to provide the applicant ample time to comply with this requirement.


ELIZABETH L. MACCARONE
COMMISSIONER


ELM/gl
Encls.

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

SECTION 66 BLOCK 80 LOT(S) 42

22050024



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

APPLICATION FOR PERMIT TO BUILD OR INSTALL

APPLICATION MUST BE TYPEWRITTEN OR PRINTED IN INK LEGIBLY

	Name	Street Address	Post Office	Zip	Phone #
PROPERTY OWNER:	MS. LAURA PROBST	135 STILLWATER AVENUE	MASSAPEQUA	11758	
LESSEE					
TENANT:					
APPLICANT:	MS. LAURA PROBST	135 STILLWATER AVENUE	MASSAPEQUA	11758	
ARCHITECT:	MR. ADON AUSTIN, P.E.	80 KILLIANS ROAD, SUITE 280	MASSAPEQUA	11758	(516) 595-3483
CONTRACTOR:	KITZEN CONSTRUCTION	4071 GREENTREE DRIVE	OCEANSIDE	11572	(516) 375-7015
PLUMBER:					
ELECTRICIAN:					

ADDRESS OF CONSTRUCTION:

IF DIFFERENT FROM ABOVE NO. & STREET POST OFFICE ZIP CODE

LOCATION OF PROPERTY: N.E.S.W. SIDE OF STILLWATER AVENUE 1300 FEET
 N.E.S.W. OF SOUTH BAY DRIVE MASSAPEQUA
 OR (STREET) (POST OFFICE)
 N.E.S.W. OF corner of (STREET) and (STREET) (POST OFFICE)

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

A. TYPE OF IMPROVEMENT

TYPE OF BUILDING

B. PROPOSED USE

EXISTING _____ PROPOSED X

EXISTING _____ PROPOSED X

1. NEW BUILDING/STRUCTURE _____
2. ADDITION/EXTENSION _____
3. ALTERATION (i.e. Garage Conv.) _____
4. DECK _____
5. AWNING/ROOF-OVER _____
6. CELLAR ENTRANCE _____
7. REISSUE # _____
8. OTHER X

1. ONE FAMILY _____
2. TWO FAMILY _____
3. PARENT CHILD _____
4. GARAGE _____
5. BUSINESS _____
6. INDUSTRIAL _____
7. RESTAURANT _____
8. PUBLIC ASSEMBLY _____
9. OTHER X

DESCRIBE THE WORK IN DETAIL (Size and Dimensions) of Structures: REMOVE/REPLACE 305 LINEAR FEET OF BULKHEAD, MAINTAIN EXISTING 24 SF

ACCESS GANGWAY, 72 SF PWC FLOAT, 113 SF SMALL CRAFT FLOATING DOCK, 118.75 SF ACCESS FLOAT, INSTALL 150 SF BOAT LIFT.

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

MS. LAURA PROBST 135 STILLWATER AVENUE MASSAPEQUA 11758 (516) 445-8715

HAVE BOTH AFFIDAVITS NOTARIZED

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

APPLICANT

OWNER

STATE OF NEW YORK
COUNTY OF NASSAU

STATE OF NEW YORK
COUNTY OF NASSAU

MS. LAURA PROBST being duly sworn, deposes and says: That he/she resides at 135 STILLWATER AVENUE in the hamlet of MASSAPEQUA in the State of NEW YORK and that he/she is authorized by the Owner MS. LAURA PROBST who is the owner in fee of all that certain lot, piece or parcel of land shown on the attached survey, situated, lying and being within the unincorporated area of the Town of Oyster Bay, to make application for a permit to perform said work in the foregoing application and accompanying plans, and all the statements contained herein are true to deponent's own knowledge.
Address: 135 Stillwater Avenue, Massapequa, NY
Phone: 516-445-8715

(Sign here) Laura A. Probst
Sworn to before me this 26th day of April 2022

MS. LAURA PROBST being duly sworn, deposes and says: That he/she resides at 135 STILLWATER AVENUE in the hamlet of MASSAPEQUA in the State of NEW YORK and that he/she is the owner in fee of all that certain lot, piece or parcel of land shown on the attached survey, situated, lying and being within the unincorporated area of the Town of Oyster Bay, that the work proposed to be done upon the said premises, will be done in accordance with the approved application and accompanying plans, and hereby authorizes MR. ADON AUSTIN, P.E. (applicant) to make application for a permit to perform said work in the foregoing application and accompanying plans, and all the statements herein contained are true to deponent's own knowledge.

(Sign here) Laura A. Probst (owner)
Sworn to before me this 26th day of April 2022

NOTARY PUBLIC

1515 WHITE
Notary Public, State of New York
NO. 01WH6322638
Qualified in Suffolk County
My Commission Expires Apr 6, 2023

NOTARY PUBLIC

1515 WHITE
Notary Public, State of New York
NO. 01WH6322638
Qualified in Suffolk County
My Commission Expires Apr 6, 2023
(Ren 03/12/2021)

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

22050024

Division of Environmental Permits, Region 1
SUNY @ Stony Brook, 50 Circle Road, Stony Brook, NY 11790
P: (631) 444-0365 | F: (631) 444-0360
www.dec.ny.gov

March 15, 2022

Laura Probst
135 Stillwater Ave.
Massapequa, N.Y. 11758

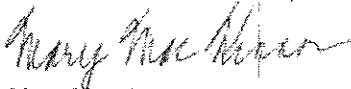
Re: Permit No. 1-2824-03441/00001
Facility: 135 Stillwater Ave., Massapequa, N.Y.
NCTM#66-90-42

Dear Permittee:

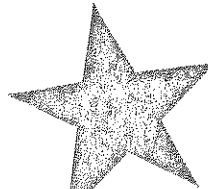
In conformance with the requirements of the State Uniform Procedures Act (Article 70, ECL) and its implementing regulations (6NYCRR, Part 621) we are enclosing your permit for the referenced activity. Please carefully read all permit conditions and special permit conditions contained in the permit to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

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

Sincerely,



Mary MacKinnon
Environmental Analyst 2



cc: Rising Tide Waterfront Solutions, Bureau of Marine Habitat, File



Department of
Environmental
Conservation



PERMIT

Under the Environmental Conservation Law (ECL)

Permittee and Facility Information

Permit Issued To:
LAURA PROBST
135 STILLWATER AVE
MASSAPEQUA, NY 11758

Facility:
PROBST PROPERTY
135 STILLWATER AVE | NCTM# 66-90-42
MASSAPEQUA, NY 11758

Facility Application Contact:
RISING TIDE WATERFRONT SOLUTIONS -
AN ENGINEERING COMPANY PLLC
80 KILLIANS RD STE 280
MASSAPEQUA, NY 11758

Facility Location: in OYSTER BAY in NASSAU COUNTY

Facility Principal Reference Point: NYTM-E: 632.644 NYTM-N: 4501.132
Latitude: 40°39'01.4" Longitude: 73°25'52.0"

Project Location: 135 STILLWATER AVE, MASSAPEQUA | NCTM# 66-90-42 GREAT SOUTH BAY & CANAL

Authorized Activity: In-place replacement of 305 linear feet of existing functional bulkheading and backfill. Installation of a 12.5'x12' four-pile boat lift. Reconstruct boardwalk and reset existing floats. All work must be done in strict conformance with the attached plans by Rising Tide Waterfront Solutions, dated February 22, 2022 (sheets 1 - 10 of 10), and stamped "NYSDEC Approved" on March 15, 2022.

Permit Authorizations

Tidal Wetlands - Under Article 25

Permit ID 1-2824-03441/00001

New Permit

Effective Date: 3/15/2022

Expiration Date: 3/14/2027

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

Permit ID 1-2824-03441/00002

New Permit

Effective Date: 3/15/2022

Expiration Date: 3/14/2027

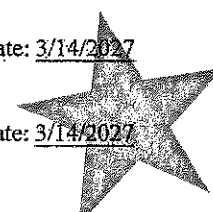
Water Quality Certification - Under Section 401 - Clean Water Act

Permit ID 1-2824-03441/00003

New Permit

Effective Date: 3/15/2022

Expiration Date: 3/14/2027





NYSDEC Approval

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

Permit Administrator: SHERRIL AICHER, Deputy Permit Administrator
Address: NYSDEC Region 1 Headquarters
SUNY @ Stony Brook 50 Circle Rd
Stony Brook, NY 11790-3409

Authorized Signature: _____

Sherril L. Aicher

Date 3/15/2022

Distribution List

RISING TIDE WATERFRONT SOLUTIONS - AN ENGINEERING COMPANY PLLC
Bureau of Marine Habitat Protection
File
Mary MacKinnon

Permit Components

NATURAL RESOURCE PERMIT CONDITIONS

WATER QUALITY CERTIFICATION SPECIFIC CONDITION

GENERAL CONDITIONS, APPLY TO ALL AUTHORIZED PERMITS

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

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

1. **Post Permit Sign** The permit sign enclosed with this permit shall be posted in a conspicuous location on the worksite and adequately protected from the weather.

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



3. Conformance With Plans All activities authorized by this permit must be in strict conformance with the approved plans submitted by the applicant or applicant's agent as part of the permit application. Such approved plans were prepared by Rising Tide Waterfront Solutions, dated February 22, 2022 (sheets 1 - 10 of 10), and stamped "NYSDEC Approved" on March 15, 2022.

4. Materials Disposed at Upland Site Any demolition debris, excess construction materials, and/or excess excavated materials shall be immediately and completely disposed of in an authorized solid waste management facility. These materials shall be suitably stabilized as not to re-enter any water body, wetland or wetland adjacent area.

5. No Disturbance to Vegetated Tidal Wetlands There shall be no disturbance to vegetated tidal wetlands or protected buffer areas as a result of the permitted activities.

6. Storage of Equipment, Materials The storage of construction equipment and materials shall be confined to the upland area landward of the bulkhead or on a barge.

7. Clean Fill Only All fill shall consist of clean sand, gravel, or soil (not asphalt, slag, flyash, broken concrete or demolition debris).

8. Grade to Match That Adjacent to Bulkhead All fill must be graded to match the elevation of the land immediately adjacent to the bulkhead.

9. Backfilling All peripheral berms, cofferdams, rock revetments, seawalls, gabions, bulkheads or other approved shoreline stabilization structures shall be completed prior to placement of any fill material behind such structures.

10. No Seaward Extension of Bulkhead The new bulkhead shall be constructed in place of the existing bulkhead with no seaward extension of the outermost bulkhead face.

11. No Structures on Bulkhead No permanent structures shall be installed on the authorized bulkhead without first obtaining written department approval (permit, modification, amendment).

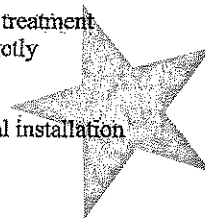
12. Excavation for Bulkhead/Structure Prior to any construction or removal of bulkheads and other shoreline stabilization structures all backfill shall be excavated landward of the structure and retained so as not to enter the waterway, tidal wetland or protected buffer area.

13. No Runoff Over or Through Bulkhead or into Wetland There shall be no discharge of runoff or other effluent over or through any bulkhead or shoreline stabilization structure or into any tidal wetland or protected buffer area.

14. Bulkhead Decking No portion of the decking or boardwalk shall extend seaward of the bulkhead sheathing.

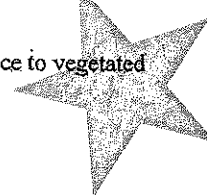
15. Use of Treated Wood The use of wood treated with Pentachlorophenol or other wood treatment not specifically approved by the Department for use in wetlands and/or marine waters, is strictly prohibited in the construction of structures that will be in contact with tidal waters.

16. Dock Reconstruction or Replacement Dock reconstruction or replacement or seasonal installation shall not involve expansion or substantial modification of existing structures or facilities.





17. **No Floats, Ramps in Vegetated Tidal Wetlands** Floats and ramps may not rest on or be stored in any vegetated tidal wetland.
18. **Float Installation** The float shall be installed only at the approved location with a minimum water depth of 2½ feet, measured at apparent low tide.
19. **No Prop Dredging** Prop dredging, or the act of utilizing and/or directing the propeller or propulsion system of a motorized vessel and/or the water-borne forces created by said propeller or propulsion system, to excavate or displace existing bottom sediment and benthic habitat for the direct or indirect purpose of establishing or increasing water depth, is a regulated activity and is not authorized by this permit. Prop dredging is strictly prohibited without further written authorization (permit, modification or amendment) from the department.
20. **Repairs to Structures** All repairs to existing structures shall be confined to replacement of existing elements with no change in design, dimension or materials, unless specifically authorized by this permit.
21. **No Dredging or Excavation** No dredging, excavating or other alteration of shoreline or underwater areas is authorized by this permit, nor shall issuance of this permit be construed to suggest that the Department will issue a permit for such activities in the future.
22. **No Construction Debris in Wetland or Adjacent Area** Any debris or excess material from construction of this project shall be completely removed from the adjacent area (upland) and removed to an approved upland area for disposal. No debris is permitted in wetlands and/or protected buffer areas.
23. **No Interference With Navigation** There shall be no unreasonable interference with navigation by the work herein authorized.
24. **Maintain Erosion Controls** All erosion control devices shall be maintained in good and functional condition until the project has been completed and the area has been stabilized.
25. **Contain Exposed, Stockpiled Soils** All disturbed areas where soil will be temporarily exposed or stockpiled for longer than 48 hours shall be contained by a continuous line of staked haybales / silt curtains (or other NYSDEC approved devices) placed on the seaward side between the fill and the wetland or protected buffer area. Tarps are authorized to supplement these approved methods.
26. **Activities Consistent with Approved Plans** All activities and marsh alterations must be consistent with the approved plan. Activities or alterations beyond the scope of the approved project and/or not explicitly authorized by the permit will require further written approval of the Regional Habitat - TW office prior to commencement.
27. **Disposal Locations** All excavated material shall be appropriately disposed of as per the project plan with minimal disturbance and/or impact to vegetated marsh areas. Disposal of excess material beyond the approved project site will require further written approval from the Department (permit, modification, amendment).
28. **No Disturbance to Vegetated Tidal Wetlands, Dunes** There shall be no disturbance to vegetated dune areas or vegetated tidal wetland areas as a result of the permitted activities.





29. Area of Disturbance for Structures Disturbance to the natural vegetation or topography greater than 25 feet seaward of the approved structure is prohibited.

30. No Structures on Pilings No structures, other than structures specifically authorized by this permit, shall be constructed on pilings without further authorization from the department (permit, modification or amendment).

31. Pilings at Property Lines Pilings shall not:

- a. extend laterally beyond property lines,
- b. interfere with navigation, or
- c. interfere with other landowners riparian rights.

32. Boat Lifts at Property Lines Boat lift/davit shall not:

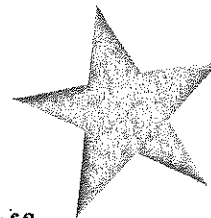
- a. extend laterally beyond property lines,
- b. interfere with navigation, or
- c. interfere with other landowners riparian rights.

33. Docks at Property Lines Docks/catwalks/floats must not:

- a. extend laterally beyond property lines,
- b. interfere with navigation, or
- c. interfere with other landowners riparian rights.

34. No Permanent Structures on Dock No permanent structures shall be installed on dock/catwalk/float without first obtaining written Department approval (permit, modification, or amendment).

35. State Not Liable for Damage The State of New York shall in no case be liable for any damage or injury to the structure or work herein authorized which may be caused by or result from future operations undertaken by the State for the conservation or improvement of navigation, or for other purposes, and no claim or right to compensation shall accrue from any such damage.





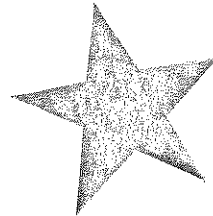
36. State May Order Removal or Alteration of Work If future operations by the State of New York require an alteration in the position of the structure or work herein authorized, or if, in the opinion of the Department of Environmental Conservation it shall cause unreasonable obstruction to the free navigation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

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

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

WATER QUALITY CERTIFICATION SPECIFIC CONDITIONS

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





GENERAL CONDITIONS - Apply to ALL Authorized Permits:

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

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

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

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

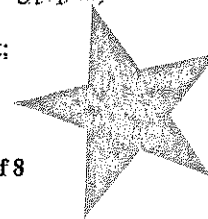
3. Applications For Permit Renewals, Modifications or Transfers The permittee must submit a separate written application to the Department for permit renewal, modification or transfer of this permit. Such application must include any forms or supplemental information the Department requires. Any renewal,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

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

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

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

- a. materially false or inaccurate statements in the permit application or supporting papers;
- b. failure by the permittee to comply with any terms or conditions of the permit;
- c. exceeding the scope of the project as described in the permit application;





- d. newly discovered material information of a material change in environmental conditions, relevant technology or applicable law or regulations since the issuance of the existing permit;
 - e. noncompliance with previously issued permit conditions, orders of the commissioner, any provisions of the Environmental Conservation Law or regulations of the Department related to the permitted activity.
6. **Permit Transfer** Permits are transferrable unless specifically prohibited by statute, regulation or another permit condition. Applications for permit transfer should be submitted prior to actual transfer of ownership.

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

Item A: Permittee Accepts Legal Responsibility and Agrees to Indemnification

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

Item B: Permittee's Contractors to Comply with Permit

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

Item C: Permittee Responsible for Obtaining Other Required Permits

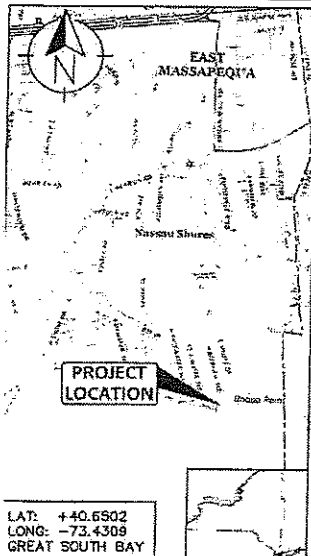
The permittee is responsible for obtaining any other permits, approvals, lands, easements and rights-of-way that may be required to carry out the activities that are authorized by this permit.

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

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

WATERFRONT DEVELOPMENT PROBST PROPERTY

135 STILLWATER AVENUE, MASSAPEQUA, NY 11758

LOCATION MAP

REF: AMITYVILLE QUADRANGLE NEW YORK 7.5-MINUTE SERIES

TIDAL CHART ELEVATION(S)			
POSITION	MLW	NAVD88	DESCRIPTION
SHW	+2.1	+1.1	SPRING HIGH WATER
VHHW	+1.9	+0.9	MEAN HIGHER HIGH WATER
VHW	1.7	+0.7	MEAN HIGH WATER
MSL	+0.9	-0.1	MEAN SEA LEVEL
VLW	±0.0	-1.0	MEAN LOW WATER
VLLW	-0.1	-1.1	MEAN LOWER LOW WATER

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

MOVE AND REPLACE 305 LINEAR FEET OF FUNCTION AND LAWFULLY EXISTING BULKHEAD, INCLUDING RETURNS AND PARALLEL CAPPING BOARDWALKS -PLACE (WITHOUT SEAWARD EXPANSION). THE TOP OF THE PROPOSED BULKHEAD SHALL REMAIN AT THE SAME ELEVATION AS THE EXISTING BULKHEAD. PROJECT DOES NOT INCLUDE MAINTENANCE DREDGING, REMOVE, STORE AND REINSTALL EXISTING 8X3 ACCESS GANGWAY, 12X6 FT PWC FLOATING DOCK, 14X8.5 FT SMALL CRAFT FLOATING DOCK, 12.5X9.5 FT ACCESS FLOAT. INSTALL NEW 12.5X12 FT 4 PILE BOAT LIFT. PROJECT DOES NOT INCLUDE MAINTENANCE DREDGING.

3-1.0	PROJECT NO.	P220125.00	WATERFRONT DEVELOPMENT PREPARED FOR MS. LAURA PROBST LOCATED AT 135 STILLWATER AVENUE MASSAPEQUA, NY GREAT SOUTH BAY NASSAU COUNTY	SCALE	N/A	Rising Tide Waterfront Solutions 80 KILLIAMS ROAD #280 MASSAPEQUA, NY 11758
	DRAWN BY	JMK		DATE	02-22-2022	
	CHECKED BY	AMA		REVISION NO.	8	
				SHEET		
						TITLE SHEET & LOCATION MAP

PROJECT INFORMATION**LOCATION**

PRIVATE RESIDENCE AT 135 STILLWATER AVENUE, IN THE TOWN OF OYSTER BAY, NASSAU COUNTY, NEW YORK ALONG GREAT SOUTH BAY.

PROJECT NOTIFICATION

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

GENERAL CONTACT INFORMATION

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

DEFINITION(S)

AUTHORITY: MS. LAURA PROBST
ENGINEER: RIISING TIDE WATERFRONT SOLUTIONS, PLLC

REVISION(S)

A: REGULATORY PERMIT APP. 02-11-2022
B: NYSDEC RFI RESPONSE 02-22-2022

SHEET INDEX**GENERAL ARRANGEMENT PLANS:**

- G-1.0 TITLE SHEET & LOCATION MAP
- G-1.1 GENERAL NOTES I
- G-1.2 GENERAL NOTES II
- G-1.3 VICINITY MAP
- G-1.4 SITE PROTECTION PLAN
- G-1.5 EROSION CONTROL NOTES & DETAILS
- G-1.6 FACILITY PLAN
- S-1.0 FOUNDATION PLAN
- S-1.1 BULKHEAD SECTION - LAY LOG FND.
- S-1.2 BULKHEAD SECTION - HELICAL FND.

10 page plan
NYSDEC
APPROVED AS PER TERMS
AND CONDITIONS OF
PERMIT NO. 1-2824-0344/0001
DATE 3/15/2022
Mary Ann Vano

GENERAL NOTE(S):

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

PERMIT(S):

1. THE CONTRACTOR IS RESPONSIBLE FOR PERFORMING WORK COMPLYING WITH ALL REGULATORY PERMIT CONDITIONS.

GOVERNING DESIGN CODE(S):

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

NYSDEC
APPROVED AS PER TERMS
AND CONDITIONS OF
PERMIT NO. 2/10
DATE 7/10 *gch*

STRUCTURAL DESIGN CRITERIA:

STRUCTURAL DESIGN CRITERIA APPLIES TO PRESCRIPTIVE DETAILS. SEE DRAWINGS FOR PERFORMANCE BASED DESIGN ELEMENTS.
DEAD LOAD (DL) - DEAD LOADS COMPRISE THE STRUCTURE SELF-WEIGHT AND INCLUDE ALL PERMANENT ATTACHMENTS SUCH AS MOORING HARDWARE, FENDERS, UTILITIES, PLATFORMS, VAULTS, AND WATERFRONT BUILDINGS. UNLESS OTHERWISE SPECIFIED, MATERIAL WEIGHTS SHALL BE DETERMINED BY UNIT WEIGHT AND INCLUDE:

- | | |
|---|---------|
| A. STEEL OR CAST STEEL | 490 PCF |
| B. TIMBER (TREATED OR UNTREATED) | 050 PCF |
| C. NORMAL WEIGHT CONCRETE, REINFORCED | 150 PCF |
| D. NORMAL WEIGHT CONCRETE, UNREINFORCED | 145 PCF |

LIVE LOADS (LL) - LIVE LOADS COMPRISE APPLIED UNIFORM LOADING, TEMPORARY EQUIPMENT, AND VEHICULAR LOADS. LIVE LOADS INCLUDE:

- | | |
|--------------------------|--------|
| A. UNIFORMLY DISTRIBUTED | 40 PSF |
| B. EQUIPMENT | N/A |
| C. VEHICLE / CRANE | N/A |

SNOW LOADS (SL) - SNOW LOAD FORCES ARE NOT CONSIDERED FOR THE DESIGN.

WIND LOADS (WL) - WIND LOAD FORCES ARE NOT CONSIDERED FOR THE DESIGN.

- | | |
|---------------------------|--------|
| A. BASIC WIND SPEED | N/A |
| B. GUST | N/A |
| C. RETURN PERIOD | N/A |
| D. WIND IMPORTANCE FACTOR | N/A |
| E. OCCUPANCY CATEGORY | N/A |
| F. UNIFORM WIND PRESSURE | 25 PSF |

WAVE LOADS (WL) - NONBREAKING WAVE LOAD VELOCITY OF 0.6 FT/S.

CURRENT LOADS (FL2) - CURRENT LOAD VELOCITY OF 1.2 FT/S.

BERTHING LOADS (BL) - BERTHING LOAD FORCES ARE NOT CONSIDERED FOR THE DESIGN.

THERMAL LOADS (TL) - THERMAL LOAD FORCES ARE NOT APPLICABLE TO THE DESIGN.

G-1.1	PROJECT NO. P220125.00	PROJECT WATERFRONT DEVELOPMENT PREPARED FOR MS. LAURA PROBST LOCATED AT 13'S STILLWATER AVENUE MASSAPEQUA, NY GREAT SOUTH BAY NASSAU COUNTY	SCALE N/A	Rising Tide Waterfront Solutions	
	DRAWN BY JWK		DATE 02-22-2022	80 KILLIANS ROAD, #280 MASSAPEQUA, NY 11758	
	CHECKED BY AMA		REVISION NO. 3.	SHEET GENERAL NOTES I	

MATERIAL(S):

1. MATERIALS THAT ARE STORED ON SITE SHALL BE STORED IN ACCORDANCE WITH MANUFACTURER RECOMMENDATIONS AND LOCATED IN AN AREA THAT IS PROTECTED TO PREVENT ACCIDENTS, DAMAGE, AND ANY ADVERSE ENVIRONMENTAL EFFECTS. DAMAGED MATERIALS SHALL BE PROMPTLY REPORTED TO THE AUTHORITY AND THE ENGINEER. DAMAGED MATERIALS SHALL BE REMEDIATED BY THE CONTRACTOR AT THE CONTRACTOR'S SOLE EXPENSE AND IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

MARINE BULKHEADING:

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

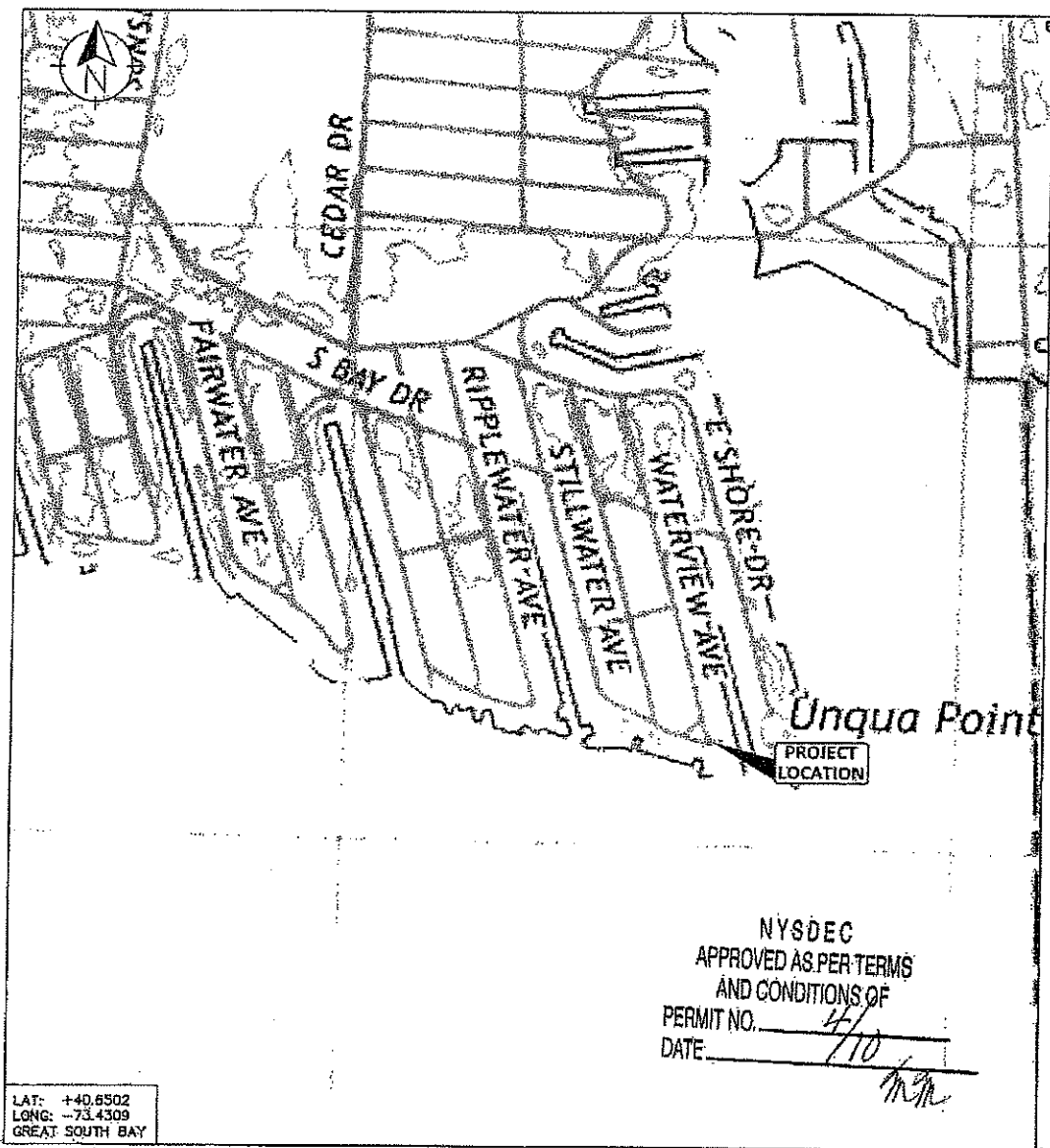
NYSDEC

APPROVED AS PER TERMS

AND CONDITIONS OF

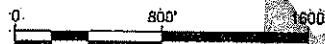
PERMIT NO. 3/10DATE 3/10*mm*

P-NO. 3-1.2	PROJECT NO. P220125.00	PROJECT WATERFRONT DEVELOPMENT PREPARED FOR MS. LAURA PROBST LOCATED AT 135 STILLWATER AVENUE MASSAPEQUA, NY GREAT SOUTH BAY NASSAU COUNTY	SCALE N/A	Rising Tide Waterfront Solutions 80 KILLIANS ROAD, #280 MASSAPEQUA, NY 11758
	DRAWN BY JMK		DATE 02-22-2022	
	CHECKED BY ANA		REVISION NO. 8	
	SHEET GENERAL NOTES 1			



VICINITY MAP

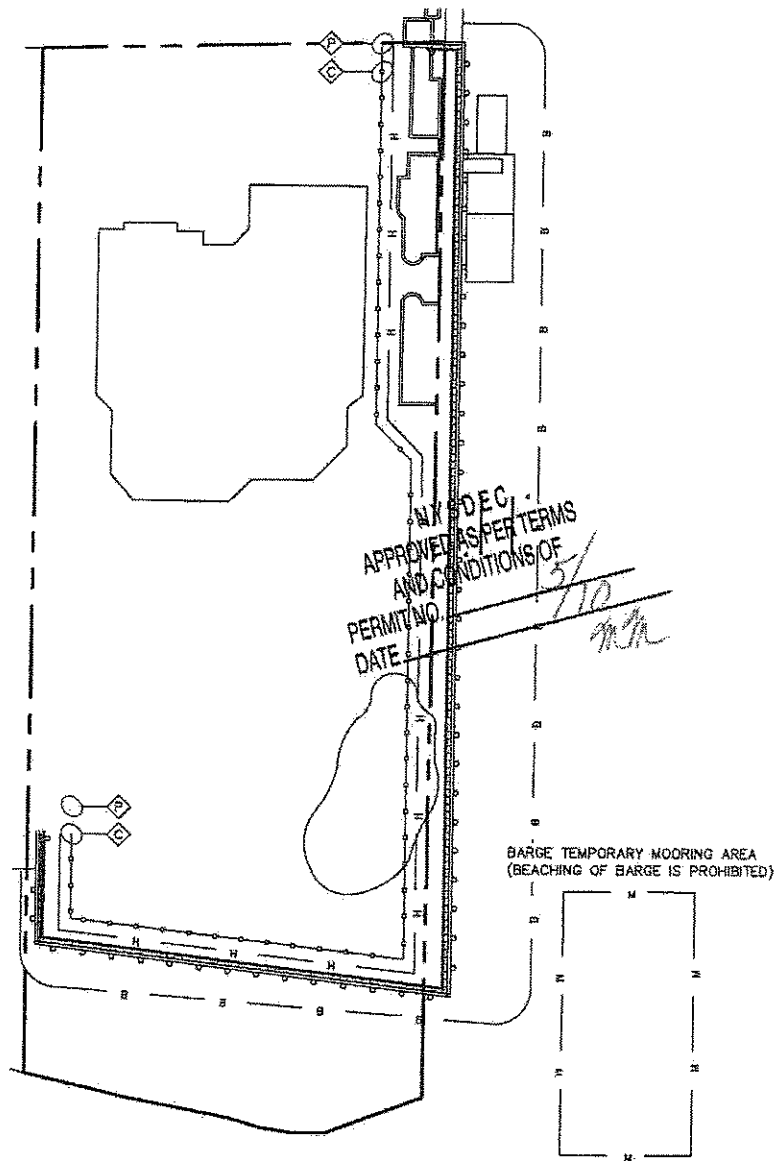
SCALE: 1"=800'-0"



SHEET NO. G-1.3	PROJECT NO. P220125.00	PROJECT WATERFRONT DEVELOPMENT PREPARED FOR MS. LAURA PROBST LOCATED AT 135 STILLWATER AVENUE MASSAPEQUA, NY GREAT SOUTH BAY NASSAU COUNTY	SCALE 1"=800'-0"	Rising Tide Waterfront Solutions 80 KILLIANS ROAD, #230 MASSAPEQUA, NY 11758
	DRAWN BY JMK		DATE 02-22-2022	
	CHECKED BY AMA		REVISION NO. 8.	
	SHEET VICINITY MAP			



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



LEGEND:

- ◇ CONSTRUCTION SIGN(S)
- ◇ PROJECT NOTICE SIGN(S)
- CONSTRUCTION AREA FENCE
- B—B— TURBIDITY CURTAIN W/ DEBRIS BOOM
- H—H— HAY BALE W/ FABRIC
- M—M— BARGE MOORING BOUNDARY

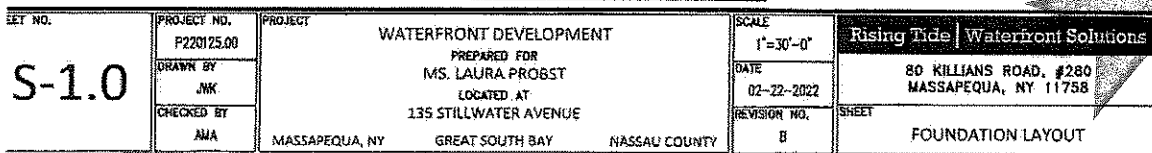
PLAN
SITE PROTECTION

SCALE: 1"=30'-0"



SHEET NO. G-1.4	PROJECT NO. P220125.00	PROJECT WATERFRONT DEVELOPMENT PREPARED FOR MS. LAURA PROBST LOCATED AT 135 STILLWATER AVENUE MASSAPEQUA, NY GREAT SOUTH BAY NASSAU COUNTY	SCALE 1"=30'-0"	Rising Tide Waterfront Solutions 80 KILLIANS ROAD, #280 MASSAPEQUA, NY 11758
	DRAWN BY JMK		DATE 02-22-2022	
	CHECKED BY ANA		REVISION NO. B	
	SHEET SITE PROTECTION PLAN			

FACILITY PLAN

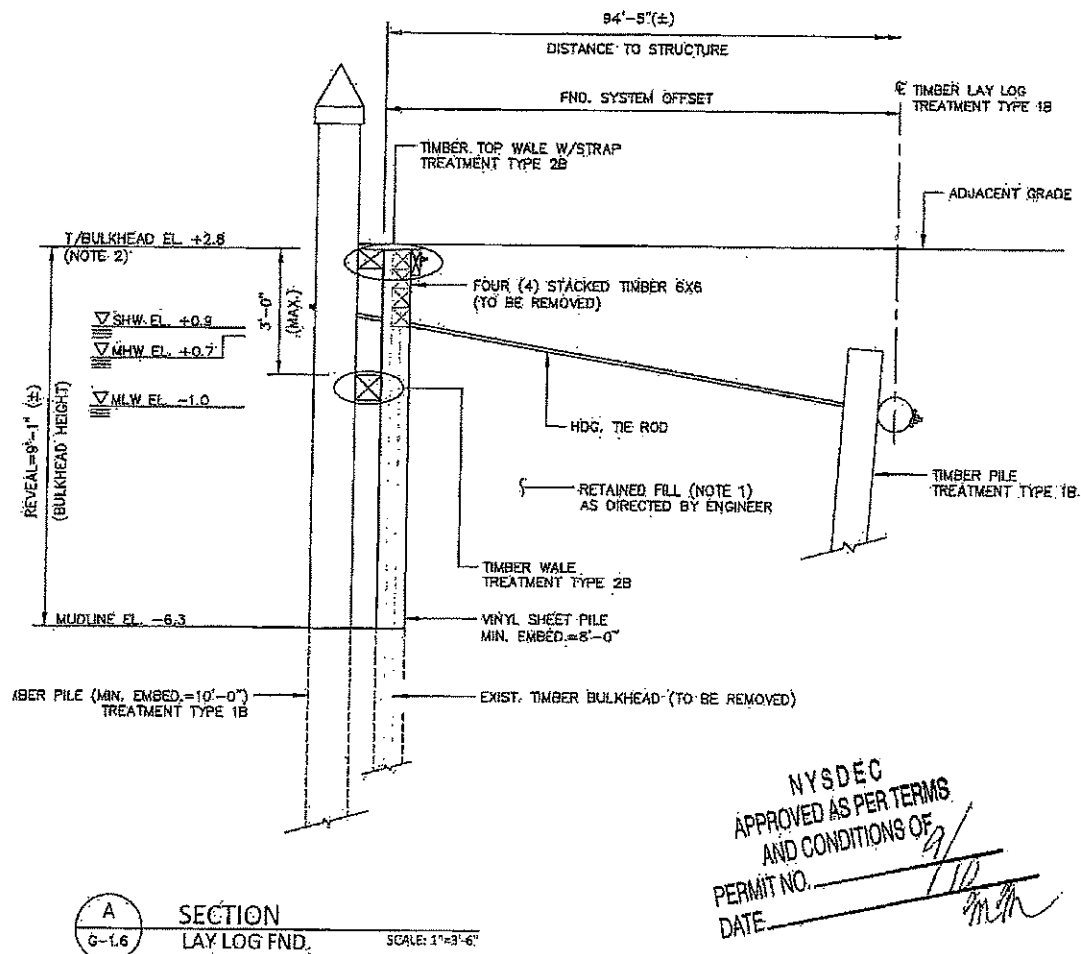


NOTE(S):

1. FILL: ALL ADDITIONAL FILL WILL BE CLEAN FREE DRAINING FREE OF CONTAMINANTS AND REGULATED WASTES INCLUDING CONSTRUCTION DEBRIS THAT IS SOURCED FROM NYS DEC APPROVED SITE.
2. BULKHEAD ELEVATION: T/PROPOSED BULKHEAD TO REMAIN AT THE SAME ELEVATION AS THE EXISTING T/BULKHEAD ELEVATION.

TIMBER TREATMENT

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

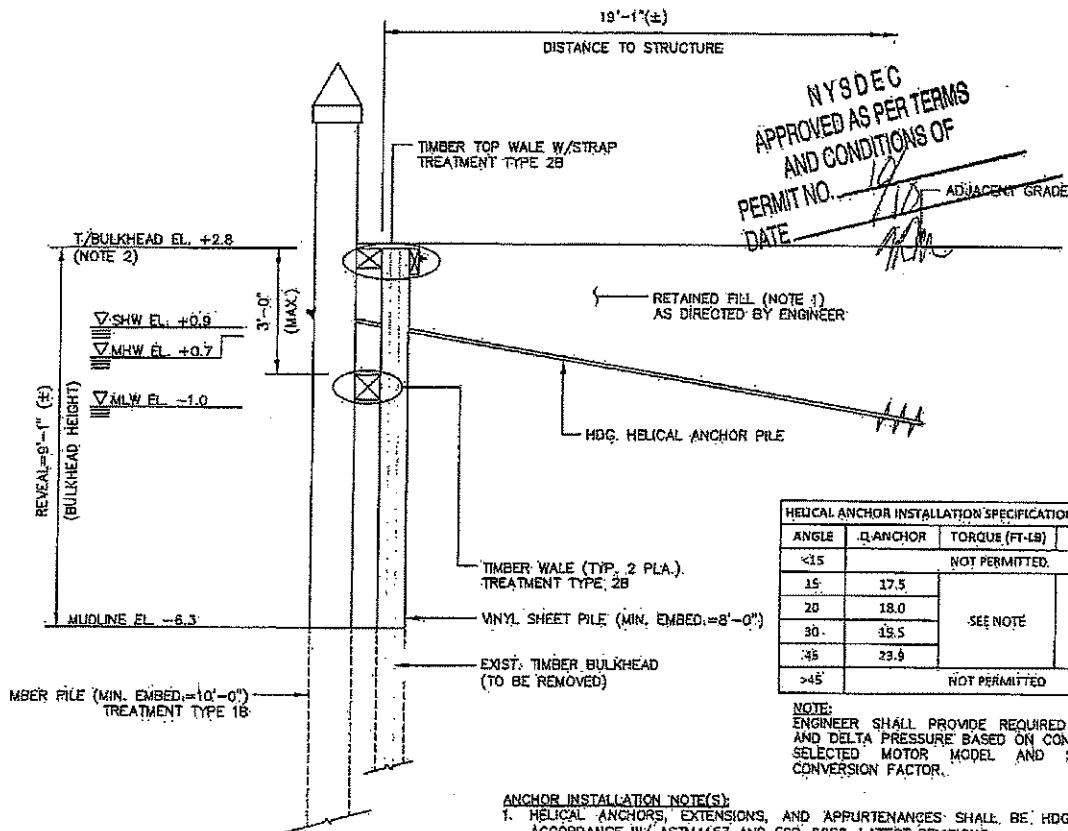


NYSDEC
APPROVED AS PER TERMS
AND CONDITIONS OF
PERMIT NO. 9/
DATE 1/10 *mm*

3.5' 7'		ALL ELEVATIONS IN NAVD 83	
NO.	PROJECT NO.	PROJECT	SCALE
3-1.1	P220125.00	WATERFRONT DEVELOPMENT	1"=3'-6"
	DRAWN BY	PREPARED FOR	DATE
	JMK	MS. LAURA PROBST	02-22-2022
	CHECKED BY	LOCATED AT	REVISION NO.
	AMA	135 STILLWATER AVENUE	8
	MASSAPEQUA, NY	GREAT SOUTH BAY	MASSAPEQUA, NY 11758
		NASSAU COUNTY	SHEET
			BULKHEAD SECTION - LAY LOG FND.

NOTE(S):
 1. FILL: ALL ADDITIONAL FILL WILL BE CLEAN FREE DRAINING FREE OF CONTAMINANTS AND REGULATED WASTES INCLUDING CONSTRUCTION DEBRIS THAT IS SOURCED FROM NYS DEC APPROVED SITE.
 2. BULKHEAD ELEVATION: T/PROPOSED BULKHEAD TO REMAIN AT THE SAME ELEVATION AS THE EXISTING T/BULKHEAD ELEVATION.

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



HELICAL ANCHOR INSTALLATION SPECIFICATIONS				
ANGLE	Δ ANCHOR	TORQUE (FT-LB)	Δp (psi)	
<15		NOT PERMITTED.		
15	17.5	SEE NOTE	SEE NOTE	
20	18.0			
30	19.5			
45	23.5			
>45		NOT PERMITTED		

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

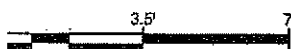
ANCHOR INSTALLATION NOTE(S):

- HELICAL ANCHORS, EXTENSIONS, AND APPURTENANCES SHALL BE HDG. STEEL IN ACCORDANCE W/ ASTM A153 AND ESR-5052, LATEST REVISIONS.
- HELICAL ANCHORS SHALL BE INSTALLED BY A FACTORY CERTIFIED TECHNICIAN. CONTRACTOR SHALL PROVIDE TRAINING/CERTIFICATION DOCUMENTATION TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO START OF WORK. ALL HELICAL ANCHORS MUST BE ICC APPROVED AND BE IN ACCORDANCE W/ NYC DOB BULLETIN 2011-011.
- HELICAL ANCHOR LEAD SECTIONS SHALL BE 7 FT LONG W/ 1.5 INCH ROUND CORNER SQUARE SHAFTS. LEADS SHALL BE SCH40 W/ MIN. 7500 FT LB TORQUE RATING.
- HELICAL ANCHORS SHALL INCLUDE LEAD SECTION AND TWO EXTENSIONS (MIN.) FOR A MIN. TOTAL LENGTH OF 21 FT.
- CONTRACTOR SHALL SUBMIT MOTOR AND ANCHOR SPECIFICATIONS TO ENGINEER FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION. ALL ANCHOR INSTALLATION OPERATIONS SHALL BE WITNESSED BY A LICENSED ENGINEER. CONTRACTOR SHALL MAINTAIN RECORDS OF ANCHOR INSTALLATIONS AND SUBMIT HELICAL INSTALLATION LOGS TO THE ENGINEER FOR REVIEW AND APPROVAL WITHIN 48 HOURS OF ANCHOR INSTALLATION.

B
 9-1.6

SECTION
 HELICAL END.

SCALE: 1"=3'-6"



ET NO.	PROJECT NO.	PROJECT	SCALE	ALL ELEVATIONS IN NAVD 88	
S-1.2	P220125-00	WATERFRONT DEVELOPMENT PREPARED FOR MS. LAURA PROBST LOCATED AT 135 STILLWATER AVENUE MASSAPEQUA, NY GREAT SOUTH BAY NASSAU COUNTY	1"=3'-6"	Rising Tide Waterfront Solutions	
	DRAWN BY JMK		DATE 02-22-2022	80 KILLIANS ROAD, #280 MASSAPEQUA, NY 11758	
	CHECKED BY AMA		REVISION NO. B	SHEET BULKHEAD SECTION - HELICAL END.	



Department of
Environmental
Conservation

NOTICE

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

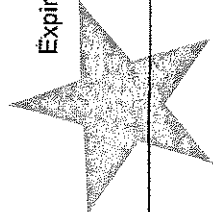
Regional Permit Administrator

SUSAN ACKERMAN

Permit Number **1-2824-03441/00001**

Expiration Date **3/14/2027**

Note: This notice is NOT a permit



NOTICE OF COMMENCEMENT OF CONSTRUCTION

RETURN THIS FORM TO: COMPLIANCE

Marine Habitat Protection - NYSDEC
SUNY at Stony Brook
50 Circle Road
Stony Brook, NY 11790-3409

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

PERMIT NUMBER: _____ EXPIRATION DATE: _____

PERMITTEE NAME & PROJECT ADDRESS: _____

CONTRACTOR NAME & ADDRESS: _____

TELEPHONE: _____

Dear DEC:

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

PERMITTEE: _____ DATE _____

CONTRACTOR: _____ DATE _____

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

Cut along this line X X X X X X X

NOTICE OF COMPLETION OF CONSTRUCTION

RETURN THIS FORM TO: COMPLIANCE

Marine Habitat Protection - NYSDEC
50 Circle Road
Stony Brook, NY 11790-3409

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

PERMIT NUMBER: _____ EXPIRATION DATE: _____

PERMITTEE NAME & PROJECT ADDRESS: _____

CONTRACTOR NAME & ADDRESS: _____

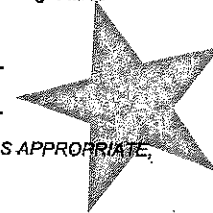
TELEPHONE: _____

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

PERMITTEE: _____ DATE _____

CONTRACTOR: _____ DATE _____

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





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

REGULATORY BRANCH

March 29, 2022

SUBJECT: Permit Application File Number NAN-2022-00247-EVI by Laura Probst for Bulkhead Maintenance and Installation of Structures within Canal 6, Massapequa, Town of Oyster Bay, Nassau County, New York.

1. PERMITTEE:

Laura Probst
135 Stillwater Avenue
Massapequa, NY 11758
(516)-445-8715
Lpshopping14@gmail.com

2. On March 15, 2022, the New York District of the U.S. Army Corps of Engineers received a request for Department of the Army authorization by Laura Probst to remove and replace, in-place an approximately 305 linear foot timber bulkhead with a new 305 linear foot vinyl style bulkhead. In addition, install a new 12-foot-wide by 12.5-foot-long boat lift and permanently install an existing three-foot-wide by eight-foot-long ramp, five-foot-wide by nine-foot-long float, nine-foot-wide by 15-foot-long float and six-foot-wide by 13-foot-long float. The proposed work is located within Canal 6 and Great South Bay at 135 Stillwater Avenue, Massapequa, Town of Oyster Bay, Nassau County, New York.

3. The specific applicant-provided details are as shown on the attached dated permit drawings, titled "Ms. Laura Probst", dated February 11, 2022, prepared by Rising Tide Waterfront Solutions.

4. This determination covers only the work described in the submitted material. Any major changes in the project may require additional authorizations from the New York District of the U.S. Army Corps of Engineers.

5. Based on the information submitted to this office and accomplishment of any required notification in accordance with the applicable federal requirements, our review of the subject work indicates that an individual Department of the Army permit is not required. It appears that the activities within the jurisdiction of this office could be accomplished under Department of the Army Nationwide General Permit Number # 2 STRUCTURES IN ARTIFICIAL CANALS and # 3 MAINTENANCE in accordance with Section, 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403). The nationwide permits are prescribed at Reissuance and Modification of Nationwide Permits in the Federal Register dated December 27, 2021 (86 FR 73522). The subject work may be performed without further authorization from this office provided it complies with Number # 2 STRUCTURES IN ARTIFICIAL CANALS, #3 MAINTENANCE, New York District regional conditions, the following work-specific Special Conditions listed below; and any applicable regional conditions added by the State of New York.

SUBJECT: Permit Application File Number NAN-2022-00247-EVI by Laura Probst for Bulkhead Maintenance and Installation of Structures within Canal 6, Massapequa, Town of Oyster Bay, Nassau County, New York.

- 2 -

6. Other than the work-specific Special Conditions listed below, the 2021 nationwide general permits in the State of New York, including their final regional conditions, water quality certifications, and coastal zone concurrence statements are available at:

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

If you require a specific paper copy, please contact our Regulator-of-the-Day at 917-790-8511 to request one be mailed to you. Please be sure to have the above eighteen-character file number readily available when you call.

7. Work-specific Special Conditions:

(A) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

(B) The permittee shall sign and submit the attached compliance certification form to this office **within 30 days of COMPLETION** of the regulated activity authorized by this permit and any mitigation work required by Special Condition.

8. This verification is valid until March 14, 2026, unless the nationwide permit is modified, reissued, or revoked. This verification will remain valid until March 14, 2026, if the activity complies with the terms of any subsequent modifications of the nationwide permit authorization. If the nationwide permits are suspended, revoked, or modified in such a way that the activity would no longer comply with the terms and conditions of a nationwide permit, and the proposed activity has commenced, or is under contract to commence, the permittee shall have twelve (12) months from the date of such action to complete the activity.

9. In order for us to better serve you and others, please complete our Customer Service Survey located at:

<http://www.nan.usace.army.mil/Missions/Regulatory/CustomerSurvey.aspx>



REGULATORY

March 29, 2022

SUBJECT: Permit Application File Number NAN-2022-00247-EVI by Laura Probst for Bulkhead Maintenance and Installation of Structures within Canal 6, Massapequa, Town of Oyster Bay, Nassau County, New York.

- 3 -

10. Any inquiries should be directed to our Regulator-of-the-Day at 917-790-8511. Please be sure to have the above eighteen-character file number readily available when you call.

Date:

Rosita Miranda

2022.03.29

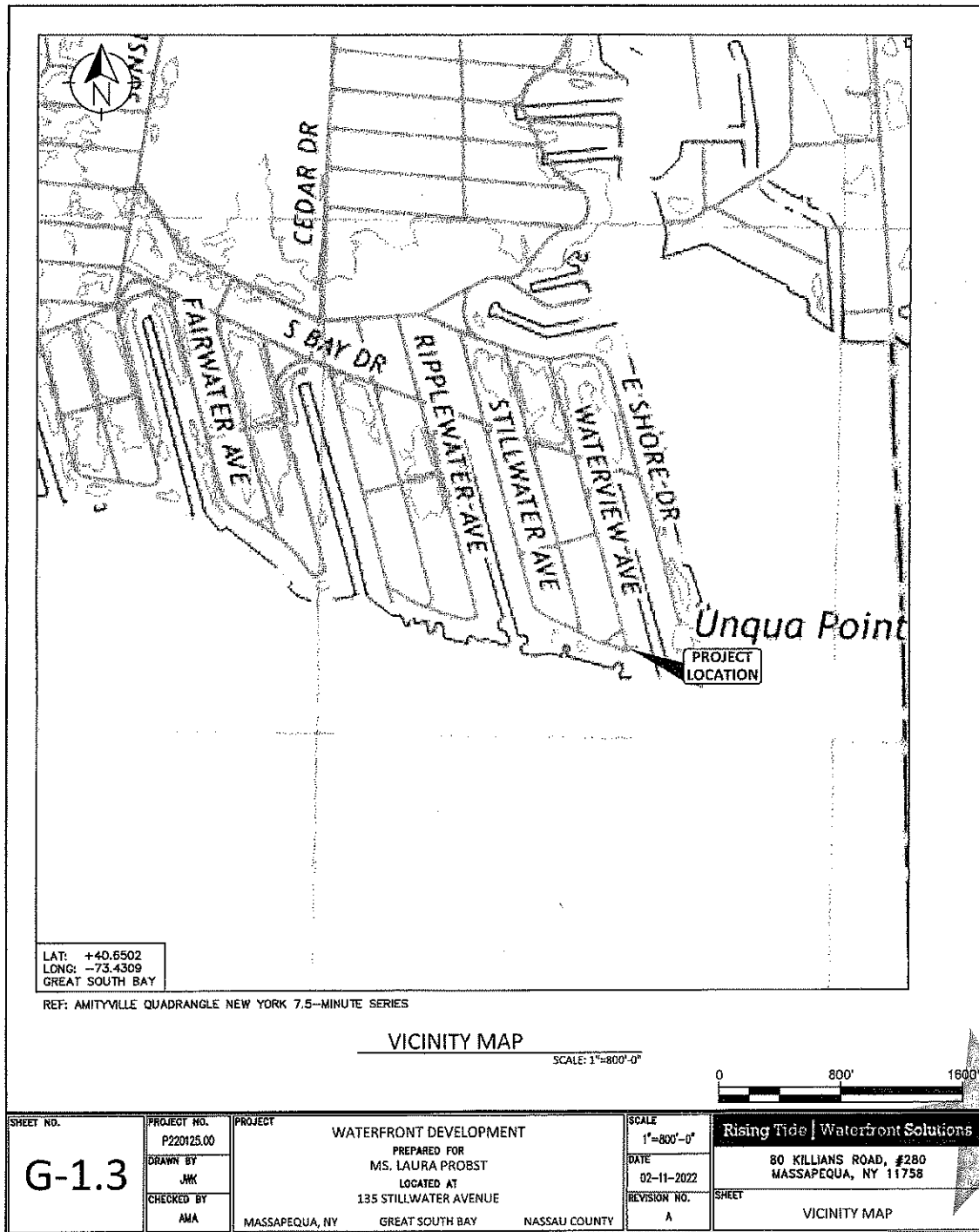
10:50:06 -04'00'

FOR AND IN BEHALF OF
Ronald R. Pinzon
Chief, Eastern Section

Encl (2)

1. Dated Permit Drawings
2. Compliance Form

Copies furnished:
Rising Tide Waterfront Solutions

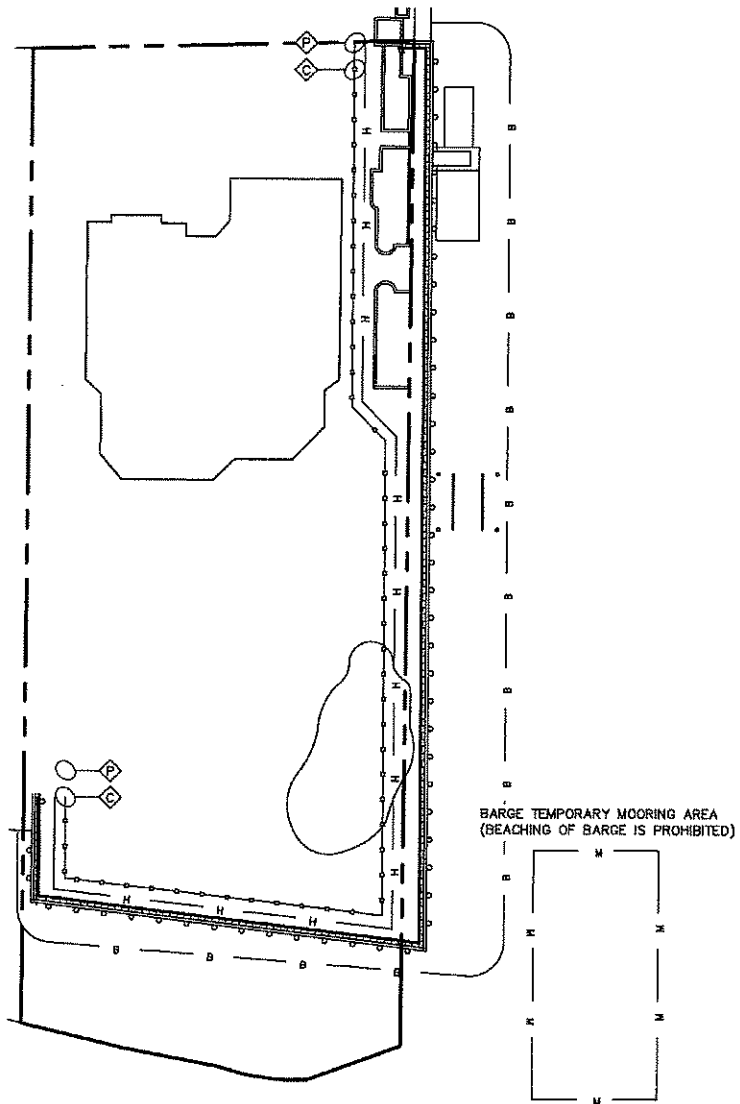




NOTE: DETAIL PROVIDED FOR ILLUSTRATION PURPOSE. CONTRACTOR RESPONSIBLE FOR PROVIDING PROTECTION PLAN. DRIVING OF PILES OUTSIDE OF TURBIDITY CURTAIN WITH DEBRIS BOOM PROHIBITED.

LEGEND:

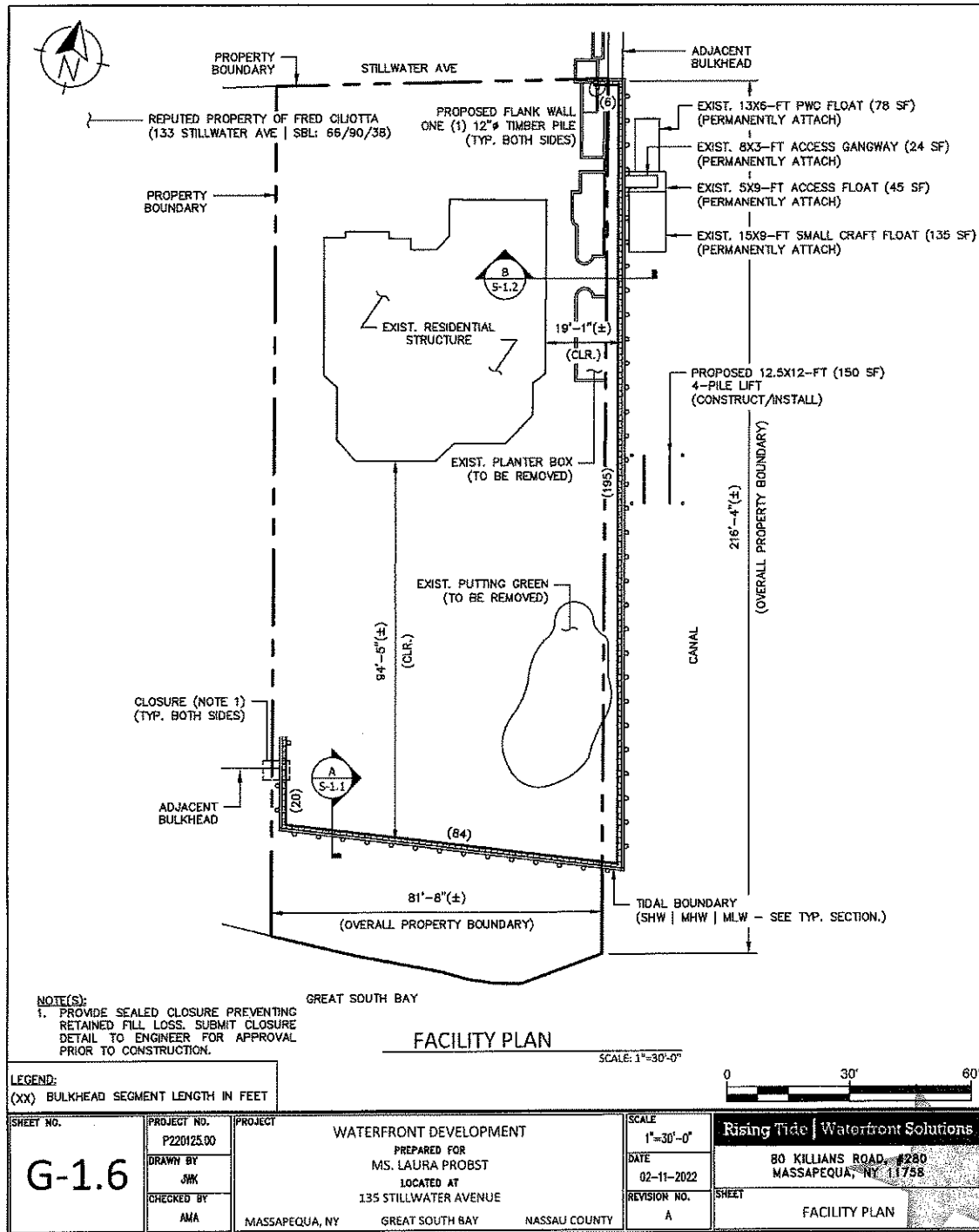
- CONSTRUCTION SIGN(S)
- PROJECT NOTICE SIGN(S)
- CONSTRUCTION AREA FENCE
- B-B- TURBIDITY CURTAIN W/ DEBRIS BOOM
- H-H- HAY BALE W/ FABRIC
- M-M- BARGE MOORING BOUNDARY



PLAN
SITE PROTECTION

SCALE: 1"=30'-0"

SHEET NO. G-1.4	PROJECT NO. P220125.00 DRAWN BY JWK CHECKED BY AMA	PROJECT WATERFRONT DEVELOPMENT PREPARED FOR MS. LAURA PROBST LOCATED AT 135 STILLWATER AVENUE MASSAPEQUA, NY GREAT SOUTH BAY NASSAU COUNTY	SCALE 1"=30'-0" DATE 02-11-2022 REVISION NO. A	Rising Tide Waterfront Solutions 60 KILLIANS ROAD, #280 MASSAPEQUA, NY 11758 SHEET SITE PROTECTION PLAN
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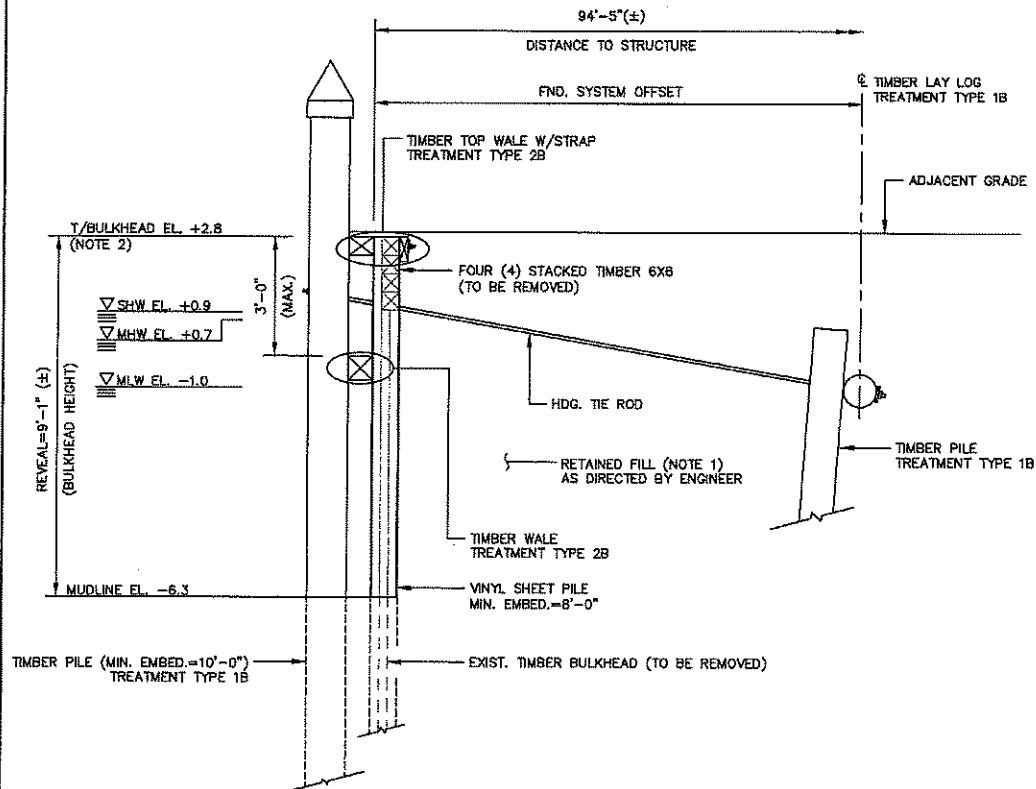


NOTE(S):

1. FILL: ALL ADDITIONAL FILL WILL BE CLEAN FREE DRAINING FREE OF CONTAMINANTS AND REGULATED WASTES INCLUDING CONSTRUCTION DEBRIS THAT IS SOURCED FROM NYS DEC APPROVED SITE.
2. BULKHEAD ELEVATION: T/PROPOSED BULKHEAD TO REMAIN AT THE SAME ELEVATION AS THE EXISTING T/BULKHEAD ELEVATION.

TIMBER TREATMENT

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



A
G-1.6

SECTION
LAY LOG FND.

SCALE: 1"=3'-6"

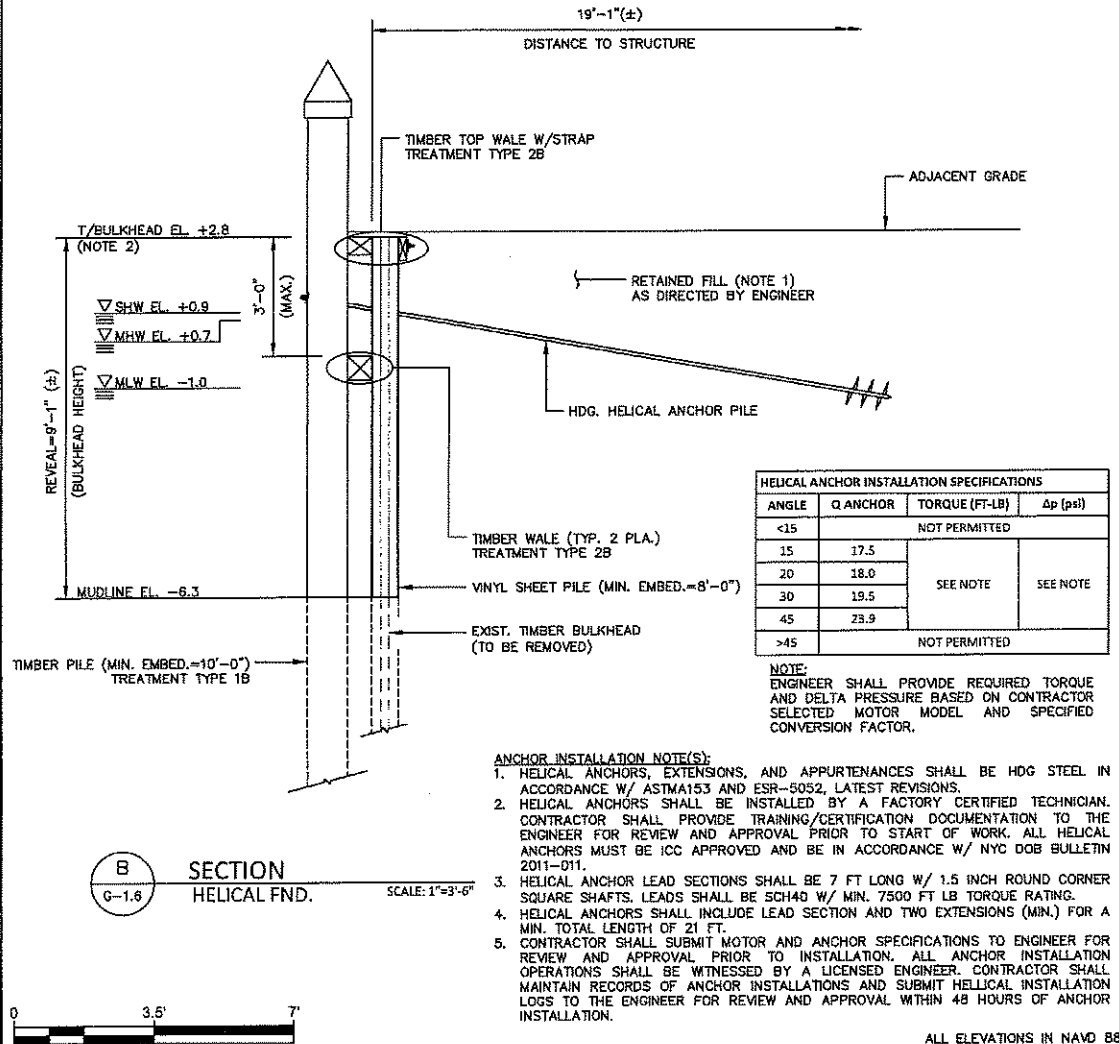


ALL ELEVATIONS IN NAVD 88

SHEET NO. <div>S-1.1</div>	PROJECT NO. P220125.00	PROJECT WATERFRONT DEVELOPMENT PREPARED FOR MS. LAURA PROBST LOCATED AT 135 STILLWATER AVENUE MASSAPEQUA, NY GREAT SOUTH BAY NASSAU COUNTY			SCALE 1"=3'-6"	Rising Tide Waterfront Solutions 80 KILLIANS ROAD, #200 MASSAPEQUA, NY 11758
	DRAWN BY JMK				DATE 02-11-2022	
	CHECKED BY AMA	REVISION NO. A	SHEET			
	BULKHEAD SECTION - LAY LOG FND.					

- NOTE(S):**
1. FILL: ALL ADDITIONAL FILL WILL BE CLEAN FREE DRAINING FREE OF CONTAMINANTS AND REGULATED WASTES INCLUDING CONSTRUCTION DEBRIS THAT IS SOURCED FROM NYS DEC APPROVED SITE.
 2. BULKHEAD ELEVATION: T/PROPOSED BULKHEAD TO REMAIN AT THE SAME ELEVATION AS THE EXISTING T/BULKHEAD ELEVATION.

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



ALL ELEVATIONS IN NAVD 88

SHEET NO. <div>S-1.2</div>	PROJECT NO. P220125.00	PROJECT WATERFRONT DEVELOPMENT PREPARED FOR MS. LAURA PROBST LOCATED AT 135 STILLWATER AVENUE MASSAPEQUA, NY GREAT SOUTH BAY NASSAU COUNTY			SCALE 1"=3'-6"	Rising Tide Waterfront Solutions 80 KILLIANS ROAD, #280 MASSAPEQUA, NY 11758
	DRAWN BY JMK				DATE 02-11-2022	
	CHECKED BY AMA	REVISION NO. A	BULKHEAD SECTION - HELICAL FND.			

NATIONWIDE GENERAL PERMIT
COMPLIANCE CERTIFICATION
AND REPORT FORM

Permit File Number: NAN-2022-00247-EVI

Permittee: Laura Probst

Location: 135 Stillwater Avenue, Massapequa, Town of Oyster Bay, Nassau
County, New York

Date Permit Letter Issued: March 29, 2022

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

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

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

Signature of Permittee

Date

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

DEPARTMENT OF THE ARMY
NEW YORK DISTRICT CORPS OF ENGINEERS
JACOB K. JAVITS FEDERAL BUILDING
ATTN: CENAN-OP-RE
NEW YORK, NEW YORK 10278-0090

PLACE
STAMP
HERE



February 28, 2022

Via email: permits@rt-ws.com
Adon Austin
Rising Tide Waterfront Solutions
80 Killians Road, Suite 280
Massapequa, New York 11758

Re: **F-2022-0113**
U.S. Army Corps of Engineers/New York District
Permit Application – Laura Probst
Remove and replace 305 linear feet of functioning &
lawfully existing bulkhead, including returns and
parallel capping boardwalks, in-place (without seaward
expansion). The replacement bulkhead shall remain at
the same elevation as the existing bulkhead. Project does
not include maintenance dredging. Permanently attach
floating docks and construct/install a new 4-pile boat lift.
Great South Bay, Town Oyster Bay, Nassau County
General Concurrence

Dear Adon Austin:

The Department of State (DOS) received your Federal Consistency Assessment Form and consistency certification and supporting information for this proposal on 2/16/2022.

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

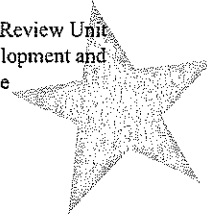
This determination is without prejudice to and does not obviate the need to obtain all other applicable licenses, permits, and other forms of authorizations or approvals which may be required pursuant to existing New York State statutes.

When communicating with us regarding this matter, please contact us at (518) 474-6000 and refer to our file #F-2022--0113.

Sincerely,



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



JLS/dc

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



**Department
of State**

Planning

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

May 25, 2022

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

FROM: GEORGE BAPTISTA, JR., DEPUTY COMMISSIONER,
DEPARTMENT OF ENVIRONMENTAL RESOURCES

SUBJECT: CLASSIFICATION PURSUANT TO THE STATE ENVIRONMENTAL
QUALITY REVIEW ACT (SEQR): TYPE II: DOCKS, PIERS & FLOATS PERMIT:
REVIEW OF WATERWAY APPLICATION NUMBER 22050024;
LAURA PROBST

LOCATION: 135 STILLWATER AVE, MASSAPEQUA, NY 11758
SECTION 66, BLOCK 90, LOT(S) 42

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

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

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

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


GEORGE BAPTISTA, JR.
DEPUTY COMMISSIONER



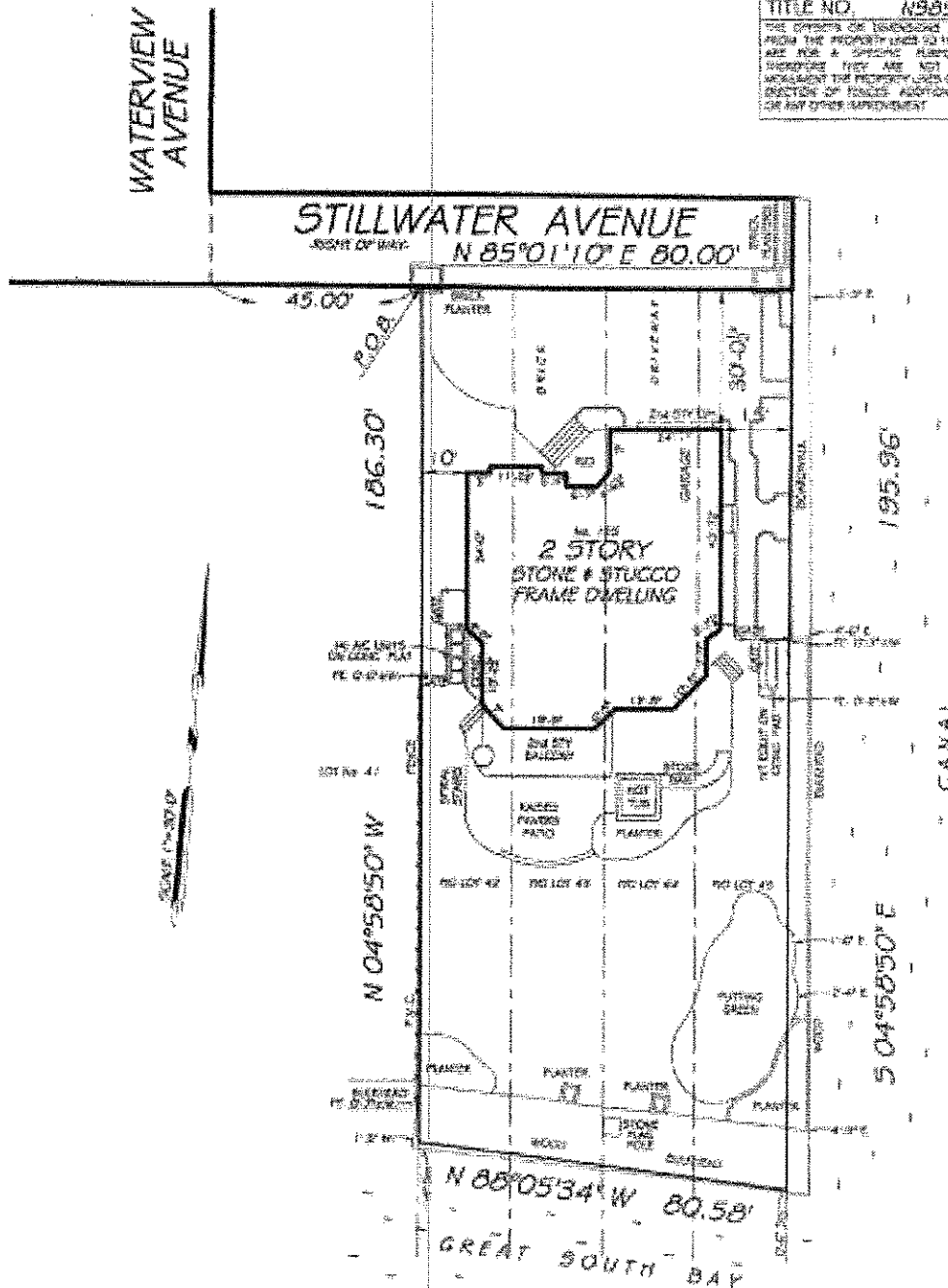
Filepath: DER Dept. Files/TEQR/TYPE II/Docks/135 Stillwater Ave, Massapequa_5.23.22

SECTION: 66 BLOCK: 90 TAX LOT: 42-45

SURVEY NO. 21-22672

TITLE NO. N98972-15A

THE OFFICES OF ISLAND WIDE LAND SURVEYORS
FROM THE PROPERTY LOTS 42 TO 45 SHOWN
ARE FOR A SURVEY PURPOSE AND NOT
FOR ANY OTHER PURPOSE. THEY ARE NOT
TO BE USED TO DETERMINE THE PROPERTY
LINES OR TO GUIDE THE
CONSTRUCTION OF FENCES, ADDITIONAL STRUCTURES
OR ANY OTHER IMPROVEMENT.



MAP OF PROPERTY
SITUATE AT
MASSAPEQUA
TOWN OF OYSTER BAY
NASSAU COUNTY, N.Y.

ISLAND WIDE LAND SURVEYORS

PROFESSIONAL LAND & CITY SURVEYORS
198 LAFAYETTE DRIVE, SYCAMORE, N.Y. 11787
PHONE: 1-866-800-3600 FAX: 516-484-1792
EMAIL: OFFICE@ISLANDWIDESURVEYORS.COM
ATTORNEYS OF RECORD: WALTER I. BROOKLYN, SUZANNE E. BROOKLYN
F. PERCIVAL A. HARRIS

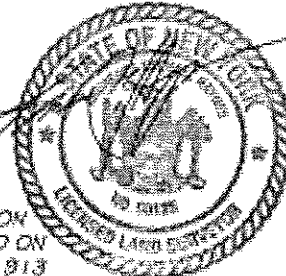
SURVEYED: MARCH 3, 2021

GUARANTEED TO:
PATRICK N. PROBST & LAURA A. PROBST
ALL STATE ABSTRACT CORP.
STEWART TITLE INSURANCE Co.

LOT NUMBERS:
P/O LOTS 42 TO 45 IN BLOCK 290 AS SHOWN ON
"MAP OF NASSAU SHORES SECTION No. 2" FILED ON
MAY 22, 1926 AS MAP No. 605, NEW MAP No. 813

UNAUTHORIZED ALTERATION OR ADDITION
TO THIS SURVEY IS A VIOLATION OF
SECTION 1709 OF THE NEW YORK STATE
ELECTION LAW.
COPIES OF THIS SURVEY MAP, NOT BEING
THE "AS SURVEYED" MAP, SHALL BE
FURNISHED TO THE NEW YORK STATE
DEPARTMENT OF TAXATION AND
FINANCE.
GUARANTEES OR CERTIFICATIONS ISSUED
HEREON SHALL RUN ONLY TO THE PERSON
FOR WHOM THE SURVEY IS PREPARED, AND
SHALL BE VOID TO THE EXTENT OF ANY
GUARANTEE OR CERTIFICATION ISSUED
HEREON.
INSTITUTION (ENTER HEREIN) AND TO THE
ASSIGNEES OF THE SURVEYOR.
GUARANTEES OR CERTIFICATIONS ARE NOT
TRANSFERABLE TO ADDITIONAL ADDRESSES
OR SUGGESTED OWNERS.


DRAFTED BY R.C. MARCH 4, 2021



22060024



TABLE OF PROPERTIES		
ID	OWNER	ADDRESS
1	ROSE BELMONT	117 STILLWATER AVE
2	JOSEPH SALADINO	123 STILLWATER AVE
3	LYNDA DELUCIA	129 STILLWATER AVE
4	FRED CILIOTTA	133 STILLWATER AVE
5	ANTONETTA FALZARANO	90 WATERVIEW AVE
6	JOSEPH LEONARDI	86 WATERVIEW AVE
7	DAWN LESSER	84 WATERVIEW AVE
8	ROBERT GOLDMAN	80 WATERVIEW AVE
9	KAREY GALANOUDIS	76 WATERVIEW AVE

 LOCATION OF WORK
LAURA PROBST 135 STILLWATER AVE

PLAN
300 FT RADIUS MAP

SCALE: 1"=100'-0"



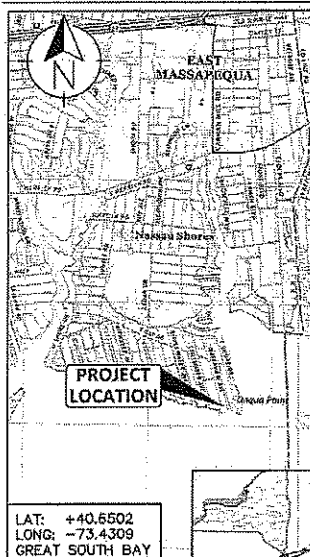
SHEET NO. IL-1.0	PROJECT NO. P220125.00	PROJECT WATERFRONT DEVELOPMENT PREPARED FOR MS. LAURA PROBST LOCATED AT 135 STILLWATER AVENUE MASSAPEQUA, NY GREAT SOUTH BAY NASSAU COUNTY	SCALE 1"=100'-0"	Rising Tide Waterfront Solutions	
	DRAWN BY DAC		DATE 05-23-2022	80 KILLIANS ROAD, #280 MASSAPEQUA, NY 11758	
	CHECKED BY AMA		REVISION NO. 0	SHEET	300 FT RADIUS MAP

WATERFRONT DEVELOPMENT

PROBST PROPERTY

135 STILLWATER AVENUE, MASSAPEQUA, NY 11758

LOCATION MAP



REF: AMITYVILLE QUADRANGLE NEW YORK 7.5-MINUTE SERIES

TIDAL CHART ELEVATION(S)			
POSITION	MLW	NAVD88	DESCRIPTION
SHW	+2.1	+1.1	SPRING HIGH WATER
MHHW	+1.9	+0.9	MEAN HIGHER HIGH WATER
MHW	1.7	+0.7	MEAN HIGH WATER
MSL	+0.9	-0.1	MEAN SEA LEVEL
MLW	±0.0	-1.0	MEAN LOW WATER
MLLW	-0.1	-1.1	MEAN LOWER LOW WATER

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

PROJECT INFORMATION

LOCATION

PRIVATE RESIDENCE AT 135 STILLWATER AVENUE, IN THE
TOWN OF OYSTER BAY, NASSAU COUNTY, NEW YORK
ALONG GREAT SOUTH BAY.

PROJECT NOTIFICATION

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

GENERAL CONTACT INFORMATION

RISING TIDE WATERFRONT SOLUTIONS, PLLC
80 KILLIANS ROAD, #280
MASSAPEQUA, NY 11758
PHONE: 516-585-3483
EMAIL: PERMITS@RT-WS.COM

DEFINITION(S)

AUTHORITY: MS. LAURA PROBST
ENGINEER: RISING TIDE WATERFRONT SOLUTIONS, PLLC

REVISION(S)

0: BUILDING PERMIT APP. 04-15-2022

SHEET INDEX

GENERAL ARRANGEMENT PLANS:

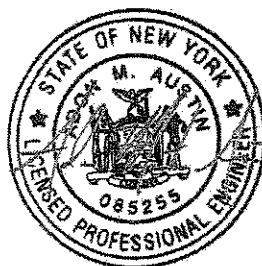
- G-1.0 TITLE SHEET & LOCATION MAP
- G-1.1 GENERAL NOTES I
- G-1.2 GENERAL NOTES II
- G-1.3 VICINITY MAP
- G-1.4 SITE PROTECTION PLAN
- G-1.5 EROSION CONTROL NOTES & DETAILS
- G-1.6 FACILITY PLAN
- S-1.0 FOUNDATION PLAN
- S-1.1 BULKHEAD SECTION - LAY LOG FND.
- S-1.2 BULKHEAD SECTION - HELICAL FND.

CONSTRUCTION DETAILS:

- S-1.3 BULKHEAD CONNECTION DETAILS I
- S-1.4 BULKHEAD CONNECTION DETAILS II

ATTACHMENTS:

- A-1 IMM SUPERLIFT 4-PILE LIFT

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

PROJECT DESCRIPTION

REMOVE AND REPLACE 305 LINEAR FEET OF FUNCTIONING AND LAWFULLY EXISTING BULKHEAD, INCLUDING RETURNS AND PARALLEL CAPPING BOARDWALKS
IN-PLACE (WITHOUT SEAWARD EXPANSION). THE TOP OF THE PROPOSED BULKHEAD SHALL REMAIN AT THE SAME ELEVATION AS THE EXISTING BULKHEAD.
REMOVE, STORE AND REINSTALL EXISTING 8X3 ACCESS GANGWAY, 12X6 FT PWC FLOATING DOCK, 14X9.5 FT SMALL CRAFT FLOATING DOCK, 12.5X9.5 FT ACCESS
FLOAT. INSTALL NEW 12.5X12 FT 4 PILE BOAT LIFT. PROJECT DOES NOT INCLUDE MAINTENANCE DREDGING.

SHEET NO.	PROJECT NO.	PROJECT	SCALE	DATE	REVISION NO.	SHEET
G-1.0	P220125.00	WATERFRONT DEVELOPMENT PREPARED FOR MS. LAURA PROBST LOCATED AT 135 STILLWATER AVENUE MASSAPEQUA, NY GREAT SOUTH BAY NASSAU COUNTY	N/A	04-15-2022	0	TITLE SHEET & LOCATION MAP
	DRAWN BY JWK					
	CHECKED BY AMA					

Rising Tide | Waterfront Solutions

80 KILLIANS ROAD, #280
MASSAPEQUA, NY 11758

GENERAL NOTE(S):

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

PERMIT(S):

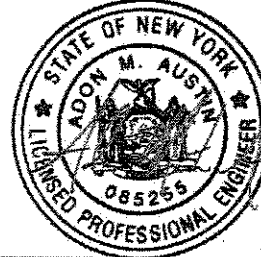
1. THE CONTRACTOR IS RESPONSIBLE FOR PERFORMING WORK COMPLYING WITH ALL REGULATORY PERMIT CONDITIONS.

GOVERNING DESIGN CODE(S):

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

STRUCTURAL DESIGN CRITERIA:

1. STRUCTURAL DESIGN CRITERIA APPLIES TO PRESCRIPTIVE DETAILS. SEE DRAWINGS FOR PERFORMANCE BASED DESIGN ELEMENTS.
2. DEAD LOAD (DL) - DEAD LOADS COMPRISE THE STRUCTURE SELF-WEIGHT AND INCLUDE ALL PERMANENT ATTACHMENTS SUCH AS MOORING HARDWARE, FENDERS, UTILITIES, PLATFORMS, VAULTS, AND WATERFRONT BUILDINGS. UNLESS OTHERWISE SPECIFIED, MATERIAL WEIGHTS SHALL BE DETERMINED BY UNIT WEIGHT AND INCLUDE:
 - A. STEEL OR CAST STEEL 490 PCF
 - B. TIMBER (TREATED OR UNTREATED) 050 PCF
 - C. NORMAL WEIGHT CONCRETE, REINFORCED 150 PCF
 - D. NORMAL WEIGHT CONCRETE, UNREINFORCED 145 PCF
3. LIVE LOADS (LL) - LIVE LOADS COMPRISE APPLIED UNIFORM LOADING, TEMPORARY EQUIPMENT, AND VEHICULAR LOADS. LIVE LOADS INCLUDE:
 - A. UNIFORMLY DISTRIBUTED 40 PSF
 - B. EQUIPMENT N/A
 - C. VEHICLE / CRANE N/A
4. SNOW LOADS (SL) - SNOW LOAD FORCES ARE NOT CONSIDERED FOR THE DESIGN.
5. WIND LOADS (WL) - WIND LOAD FORCES ARE NOT CONSIDERED FOR THE DESIGN.
 - A. BASIC WIND SPEED N/A
 - B. GUST N/A
 - C. RETURN PERIOD N/A
 - D. WIND IMPORTANCE FACTOR N/A
 - E. OCCUPANCY CATEGORY N/A
 - F. UNIFORM WIND PRESSURE 25 PSF
6. WAVE LOADS (FL1) - NONBREAKING WAVE LOAD VELOCITY OF 0.6 FT/S.
7. CURRENT LOADS (FL2) - CURRENT LOAD VELOCITY OF 1.2 FT/S.
8. BERTHING LOADS (BL) - BERTHING LOAD FORCES ARE NOT CONSIDERED FOR THE DESIGN.
9. THERMAL LOADS (TL) - THERMAL LOAD FORCES ARE NOT APPLICABLE TO THE DESIGN.



SHEET NO. G-1.1	PROJECT NO. P220125.00	PROJECT WATERFRONT DEVELOPMENT PREPARED FOR MS. LAURA PROBST LOCATED AT 135 STILLWATER AVENUE MASSAPEQUA, NY GREAT SOUTH BAY NASSAU COUNTY	SCALE N/A	Rising Tide Waterfront Solutions 80 KILLIANS ROAD, #280 MASSAPEQUA, NY 11758
	DRAWN BY JWK		DATE 04-15-2022	
	CHECKED BY AMA		REVISION NO. 0	
	SHEET GENERAL NOTES I			

MATERIAL(S):

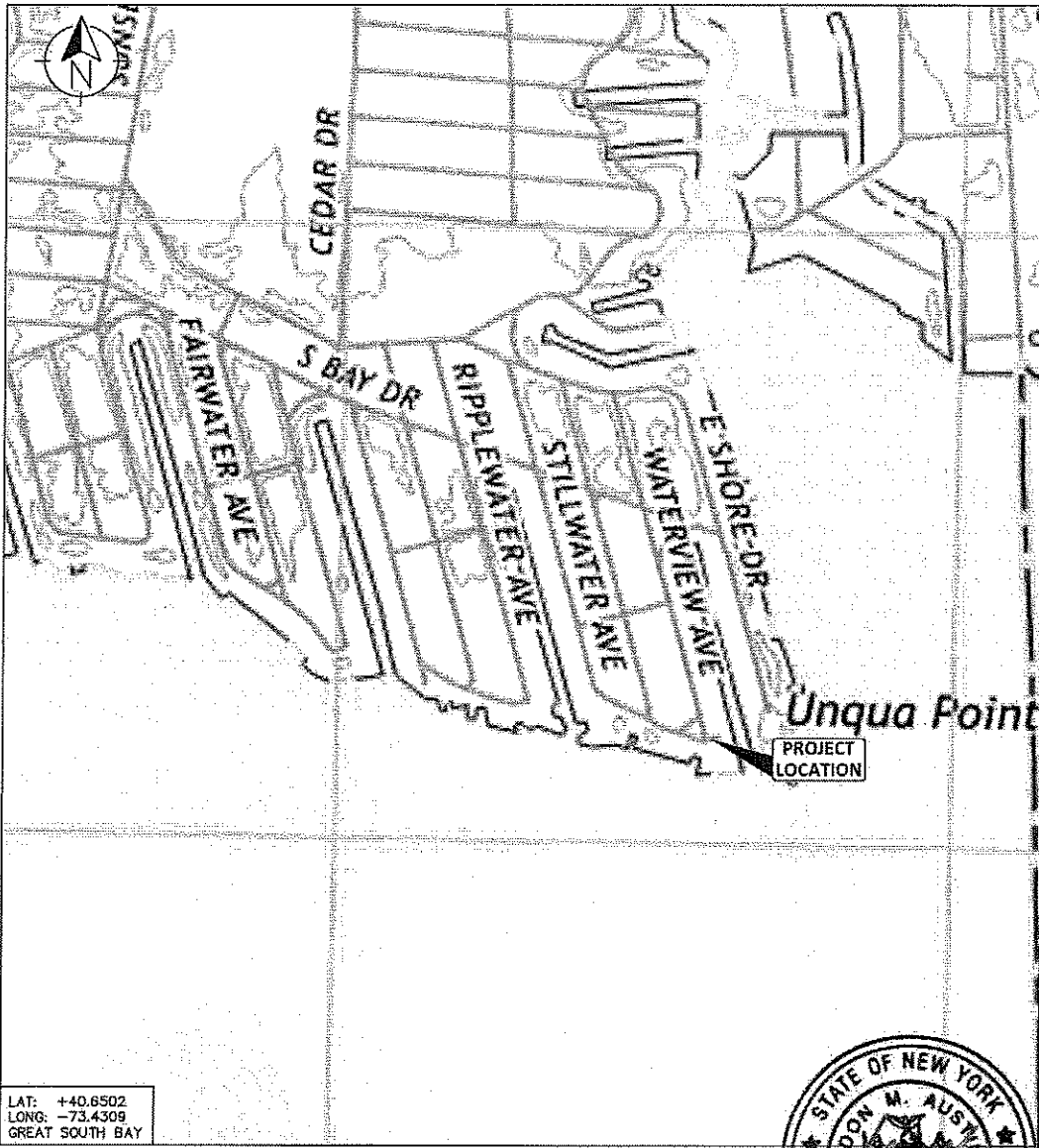
1. MATERIALS THAT ARE STORED ON SITE SHALL BE STORED IN ACCORDANCE WITH MANUFACTURER RECOMMENDATIONS AND LOCATED IN AN AREA THAT IS PROTECTED TO PREVENT ACCIDENTS, DAMAGE, AND ANY ADVERSE ENVIRONMENTAL EFFECTS. DAMAGED MATERIALS SHALL BE PROMPTLY REPORTED TO THE AUTHORITY AND THE ENGINEER. DAMAGED MATERIALS SHALL BE REMEDIATED BY THE CONTRACTOR AT THE CONTRACTOR'S SOLE EXPENSE AND IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

MARINE BULKHEADING:

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



SHEET NO. G-1.2	PROJECT NO. P220125.00	PROJECT WATERFRONT DEVELOPMENT PREPARED FOR MS. LAURA PROBST LOCATED AT 135 STILLWATER AVENUE MASSAPEQUA, NY GREAT SOUTH BAY NASSAU COUNTY	SCALE N/A	Rising Tide Waterfront Solutions	
	DRAWN BY JWK		DATE 04-15-2022	80 KILLIANS ROAD, #280 MASSAPEQUA, NY 11758	
	CHECKED BY ANA		REVISION NO. 0	SHEET	GENERAL NOTES II



VICINITY MAP

SCALE: 1"=800'-0"



1600'

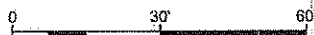
SHEET NO. G-1.3	PROJECT NO. P220125.00 DRAWN BY JMK CHECKED BY AMA	PROJECT WATERFRONT DEVELOPMENT PREPARED FOR MS. LAURA PROBST LOCATED AT 135 STILLWATER AVENUE MASSAPEQUA, NY GREAT SOUTH BAY NASSAU COUNTY	SCALE 1"=800'-0" DATE 04-15-2022 REVISION NO. 0	Rising Tide Waterfront Solutions 80 KILLIANS ROAD, #280 MASSAPEQUA, NY 11758 SHEET VICINITY MAP
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NOTE: DETAIL PROVIDED FOR ILLUSTRATION PURPOSE. CONTRACTOR RESPONSIBLE FOR PROVIDING PROTECTION PLAN. DRIVING OF PILES OUTSIDE OF TURBIDITY CURTAIN WITH DEBRIS BOOM PROHIBITED.

LEGEND:

- CONSTRUCTION SIGN(S)
- PROJECT NOTICE SIGN(S)
- CONSTRUCTION AREA FENCE
- TURBIDITY CURTAIN W/ DEBRIS BOOM
- HAY BALE W/ FABRIC
- BARGE MOORING BOUNDARY



PLAN
SITE PROTECTION

SCALE: 1"=30'-0"

BARGE TEMPORARY MOORING AREA
(BEACHING OF BARGE IS PROHIBITED)



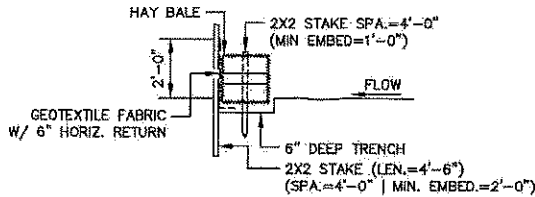
SHEET NO. G-1.4	PROJECT NO. P220125.00 DRAWN BY JMK CHECKED BY AMA	PROJECT WATERFRONT DEVELOPMENT PREPARED FOR MS. LAURA PROBST LOCATED AT 135 STILLWATER AVENUE MASSAPEQUA, NY GREAT SOUTH BAY, NASSAU COUNTY	SCALE 1"=30'-0" DATE 04-15-2022 REVISION NO. 0	Rising Tide Waterfront Solutions 80 KILLIANS ROAD, #280 MASSAPEQUA, NY 11758 SHEET SITE PROTECTION PLAN
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SITE ACCESS AND STAGING AREA(S):

1. CONTRACTOR STAGING AREA SHALL BE LIMITED WITHIN THE LIMITS LOCATED IN THE CONTRACT DOCUMENTS. NO MATERIALS SHALL BE STORED OUTSIDE THE LIMITS SHOWN UNLESS APPROVED, IN WRITING, BY THE AUTHORITY OR ENGINEER.
2. THE CONTRACTOR IS RESPONSIBLE FOR SITE SECURITY.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL JOB SAFETY. ALL CONSTRUCTION ACTIVITY SHALL BE IN ACCORDANCE WITH OSHA STANDARDS AND LOCAL & STATE REGULATIONS. THE CONTRACTOR SHALL:
 - A. IMPLEMENT A SAFETY PROGRAM INSURING COMPLIANCE WITH REGULATIONS.
 - B. POST ON-SITE, ALL EMERGENCY PHONE NUMBERS.
 - C. TRAIN ALL EMPLOYEES AND SUBCONTRACTORS IN THE RECOGNITION AND AVOIDANCE OF UNSAFE WORK CONDITIONS.
 - D. IMMEDIATELY RECTIFY ALL SAFETY EXPOSURES AND VIOLATIONS.
4. A SEQUENCE OF CONSTRUCTION SHALL BE SCHEDULED AND COORDINATED, IN WRITING, WITH THE ENGINEER AND THE AUTHORITY PRIOR TO COMMENCEMENT OF CONSTRUCTION. ANY CHANGES TO THE SEQUENCE SHALL BE PROVIDED TO THE ENGINEER AND THE AUTHORITY, IN WRITING, SEVEN (7) DAYS PRIOR TO COMMENCEMENT OF CHANGE.
5. THE PROJECT AREA SHALL BE KEPT, AT ALL TIMES, FREE OF DEBRIS AND EXCESS MATERIAL TO THE SATISFACTION OF THE AUTHORITY AND THE ENGINEER.
6. ALL CONSTRUCTION AND RELATED ACTIVITIES SHALL BE CONDUCTED DURING NORMAL DAYTIME WORKING HOURS AS APPROVED, IN WRITING, BY THE AUTHORITY OR THE ENGINEER.

TEMPORARY SOIL & EROSION CONTROL NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SOIL EROSION AND SEDIMENT CONTROL MEASURES. CONTRACTOR SHALL SUBMIT SOIL EROSION AND SEDIMENT CONTROL PLAN TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO THE START OF CONSTRUCTION.
2. CONTRACTOR SHALL PREVENT CONTAMINATION OF THE WATERWAY BY SILT, SEDIMENT FUELS, SOLVENTS, LUBRICANTS, EPOXY COATINGS, CONCRETE LEACHATE, OR ANY OTHER POLLUTANT ASSOCIATED WITH THE PROPOSED CONSTRUCTION.
3. ERODED SOIL SHALL BE PREVENTED FROM ENTERING STORM DRAINS, DITCHES, OR WATERCOURSES (SEE TYPICAL DETAILS). TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL MEASURES DETAILED IN THE PLANS SHALL BE CONSIDERED AS THE MINIMUM REQUIRED.
4. ALL SOIL AND EROSION AND SEDIMENT CONTROL MEASURES SHALL BE PLACED PRIOR TO STARTING ANY CONSTRUCTION WORK AND SHALL REMAIN IN PLACE UNTIL SLOPES ARE STABILIZED WITH SEEDING AND/OR OTHER SLOPE PROTECTION.
5. MAINTENANCE OF TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL DEVICES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND PAID FOR UNDER THE GENERAL CONDITIONS OF THE CONTRACT.



NOTE: INSTALL PROTECTION 5'-0" FROM DISTURBED AREA OR STOCKPILED FILL MATERIALS.

TYP

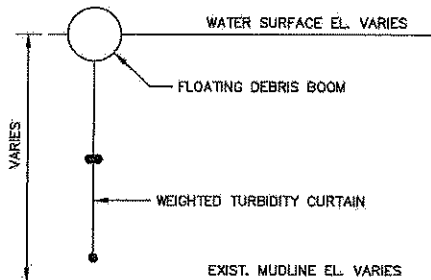
DETAIL

SILT FENCE W/ HAY BALE

N.T.S.

SITE SAFETY:

1. CONTRACTORS, CONSTRUCTION MANAGERS, AND SUBCONTRACTORS ENGAGED IN THE PROJECT WORK SHALL INSTITUTE AND MAINTAIN SAFETY MEASURES AND PROVIDE ALL EQUIPMENT OR TEMPORARY CONSTRUCTION NECESSARY TO SAFEGUARD ALL PERSONS AND PROPERTY AFFECTED BY SUCH CONTRACTOR'S OPERATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF PEDESTRIANS DURING ALL CONSTRUCTION ACTIVITIES. PEDESTRIAN PROTECTION SHALL BE MAINTAINED IN PLACE AND KEPT IN GOOD ORDER FOR THE ENTIRE LENGTH OF TIME PEDESTRIANS MAY BE ENDANGERED.
2. THE CONTRACTOR SHALL DESIGNATE A SITE SAFETY MANAGER WHO SHALL BE PRESENT DURING ALL CONSTRUCTION ACTIVITIES, INCLUDING BUT NOT LIMITED TO THE MOBILIZATION AND DEMOBILIZATION OF EQUIPMENT, LABOR AND MATERIALS THROUGH SHORT BEACH.
3. INSPECTIONS - THE SITE SAFETY MANAGER SHALL BE RESPONSIBLE FOR THE INSPECTION OF OPERATIONS FOR COMPLIANCE WITH THE PROVISIONS HEREIN. ALL INSPECTION REPORTS SHALL BE MAINTAINED BY THE PERMIT HOLDER AND BE MADE AVAILABLE TO THE ENGINEER UPON REQUEST.
 - A. SITE INSPECTION(S). THE SITE SAFETY MANAGER SHALL INSPECT THE SITE AT THE START AND CONCLUSION OF EACH DAY AND/OR ANY ACTIVITY THAT COMMENCES DURING THE DAY. RECORDS OF PERIODIC INSPECTIONS, CONDITIONS DEEMED AS UNSAFE AND ACTIONS TO CORRECT UNSAFE CONDITIONS SHALL BE KEPT AT THE SITE FOR THE DURATION OF THE WORK.
4. SIGNS - THE CONTRACTOR IS RESPONSIBLE FOR POSTING OF ALL SIGNS REQUIRED BY LAW. ALL POSTED SIGNS SHALL BE MAINTAINED SO THAT THEY REMAIN LEGIBLE, SECURELY FASTENED, AND FREE OF SHARP EDGES, PROTRUDING NAILS, OR SIMILAR HAZARDS.
5. TEMPORARY FENCING - ALL CONSTRUCTION ACTIVITIES, INCLUDING TEMPORARY AND/OR OVER-NIGHT STORAGE AREAS, SHALL BE ENCLOSED BY FENCES. FENCES SHALL BE AT LEAST EIGHT (8) FT. HIGH AND BE OF SUITABLE MATERIAL. FENCES SHALL BE BUILT SOLID FOR THEIR ENTIRE LENGTH, EXCEPT FOR OPENINGS WITH SOLID SIDING OR IN SWINGING GATES AS REQUIRED FOR THE PROPER PROSECUTION OF THE WORK.



TYP

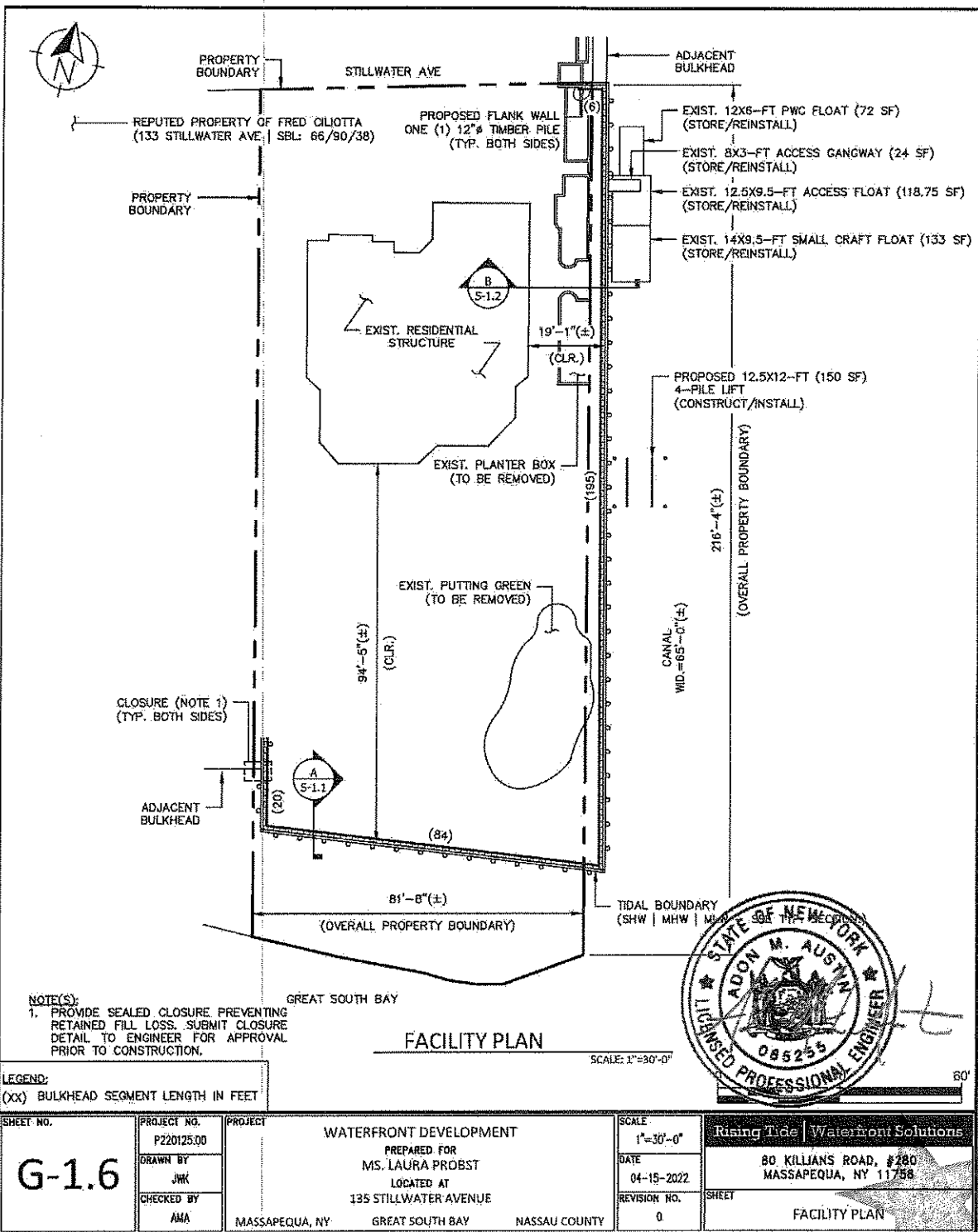
DETAIL

TUBIDITY CURTAIN W/ DEBRIS BOOM

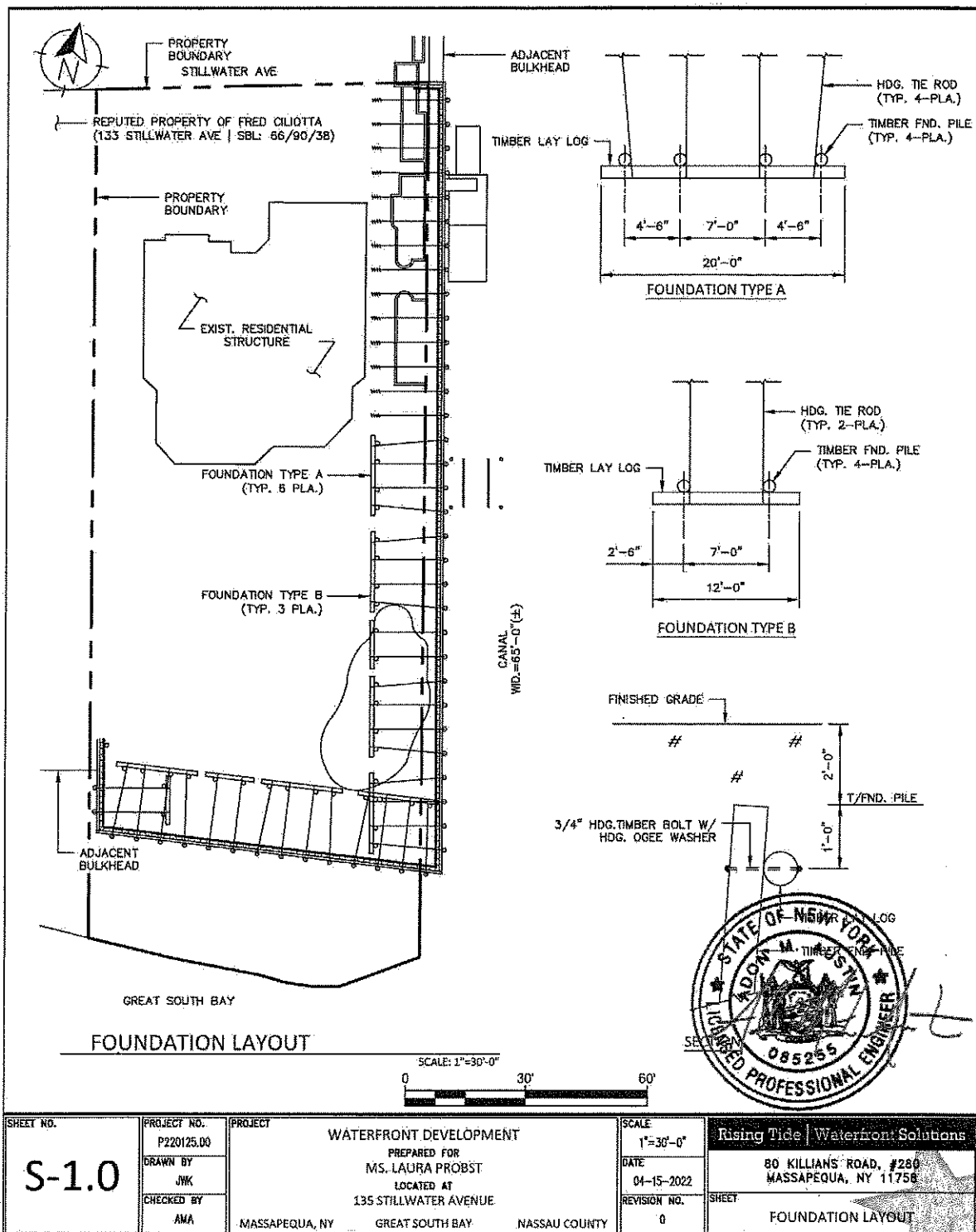
N.T.S.



SHEET NO. G-1.5	PROJECT NO. P220125.00 DRAWN BY JMK CHECKED BY AMA	PROJECT WATERFRONT DEVELOPMENT PREPARED FOR MS. LAURA PROBST LOCATED AT 135 STILLWATER AVENUE MASSAPEQUA, NY GREAT SOUTH BAY NASSAU COUNTY	SCALE N.T.S. DATE 04-15-2022 REVISION NO. 0	Rising Tide Waterfront Solutions 80 KILLIANS ROAD, #280 MASSAPEQUA, NY 11758 SHEET EROSION CONTROL NOTES & DETAILS
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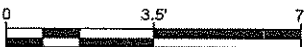
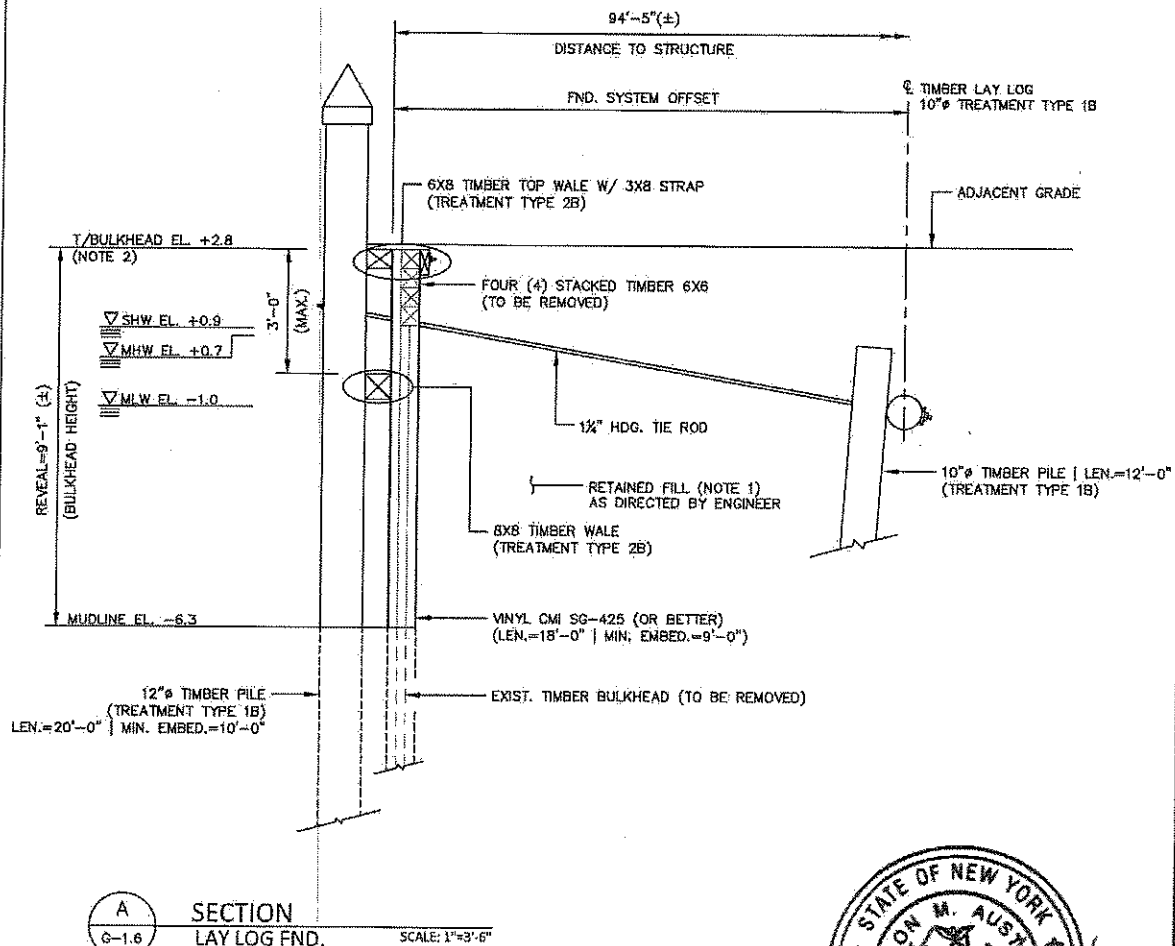
SHEET NO. G-1.6	PROJECT NO. P220125.00 DRAWN BY JWK CHECKED BY AMA	PROJECT WATERFRONT DEVELOPMENT PREPARED FOR MS. LAURA PROBST LOCATED AT 135 STILLWATER AVENUE MASSAPEQUA, NY GREAT SOUTH BAY NASSAU COUNTY	SCALE 1"=30'-0" DATE 04-15-2022 REVISION NO. 0	Rising Tide Waterfront Solutions 80 KILLIAN'S ROAD, #280 MASSAPEQUA, NY 11758 SHEET FACILITY PLAN
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SHEET NO. S-1.0	PROJECT NO. P220125.00 DRAWN BY JWK CHECKED BY AMA	PROJECT WATERFRONT DEVELOPMENT PREPARED FOR MS. LAURA PROBST LOCATED AT 135 STILLWATER AVENUE MASSAPEQUA, NY GREAT SOUTH BAY NASSAU COUNTY	SCALE 1"=30'-0" DATE 04-15-2022 REVISION NO. 0	Rising Tide Waterfront Solutions 80 KILLIANS' ROAD, #280 MASSAPEQUA, NY 11756 SHEET FOUNDATION LAYOUT
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1. FILL: ALL ADDITIONAL FILL WILL BE CLEAN FREE DRAINING FREE OF CONTAMINANTS AND REGULATED WASTES INCLUDING CONSTRUCTION DEBRIS THAT IS SOURCED FROM NYS DEC APPROVED SITE.
2. BULKHEAD ELEVATION: T/PROPOSED BULKHEAD TO REMAIN AT THE SAME ELEVATION AS THE EXISTING T/BULKHEAD ELEVATION,

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



SHEET NO. S-1.1	PROJECT NO. P220125.00	PROJECT WATERFRONT DEVELOPMENT PREPARED FOR MS. LAURA PROBST LOCATED AT 135 STILLWATER AVENUE MASSAPEQUA, NY GREAT SOUTH BAY NASSAU COUNTY			SCALE 1"=3'-6"		
	DRAWN BY JMK				DATE 04-15-2022		
	CHECKED BY AMA				REVISION NO. 0		
SHEET						BULKHEAD SECTION - LAY LOG END.	

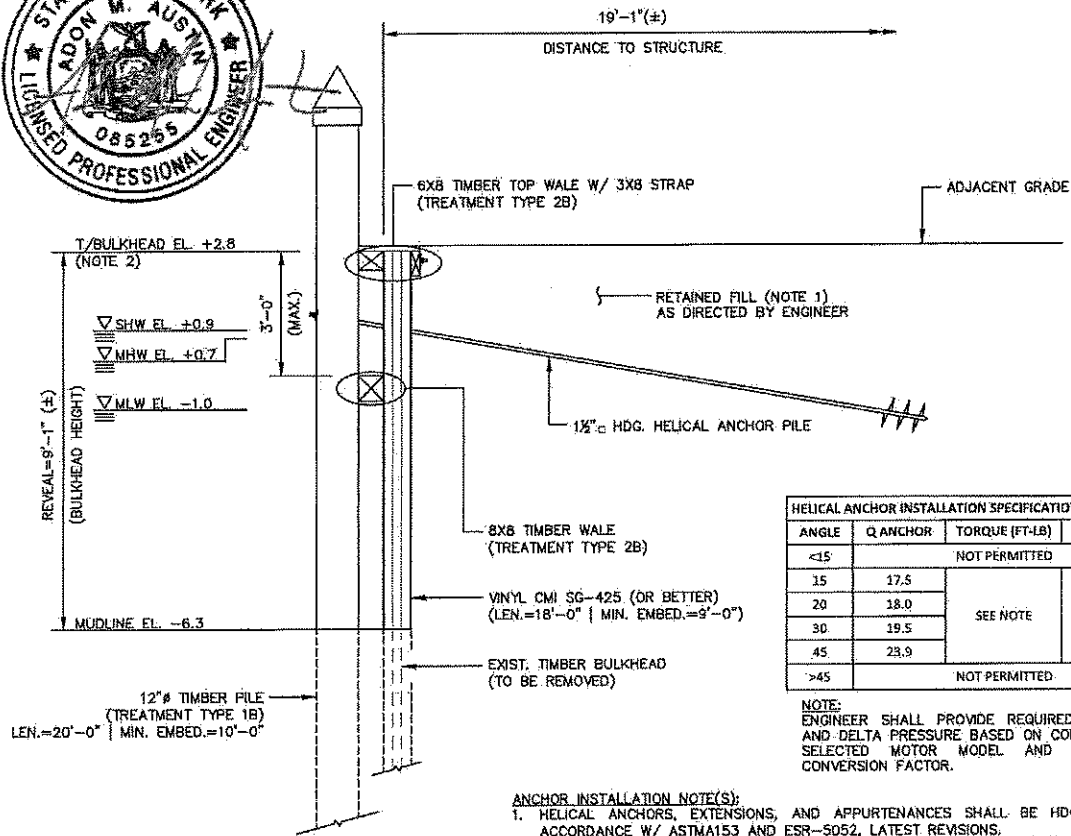
NOTE(S):

1. FILL: ALL ADDITIONAL FILL WILL BE CLEAN FREE DRAINING FREE OF CONTAMINANTS AND REGULATED WASTES INCLUDING CONSTRUCTION DEBRIS THAT IS SOURCED FROM NYS DEC APPROVED SITE.
2. BULKHEAD ELEVATION: T/PROPOSED. BULKHEAD TO REMAIN AT THE SAME ELEVATION AS THE EXISTING T/BULKHEAD ELEVATION.



TIMBER TREATMENT

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



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

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

ANCHOR INSTALLATION NOTE(S):

1. HELICAL ANCHORS, EXTENSIONS, AND APPURTENANCES SHALL BE HDG STEEL IN ACCORDANCE W/ ASTM A153 AND ESR-5052, LATEST REVISIONS.
2. HELICAL ANCHORS SHALL BE INSTALLED BY A FACTORY CERTIFIED TECHNICIAN. CONTRACTOR SHALL PROVIDE TRAINING/CERTIFICATION DOCUMENTATION TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO START OF WORK. ALL HELICAL ANCHORS MUST BE ICC APPROVED AND BE IN ACCORDANCE W/ NYC DOB BULLETIN 2011-011.
3. HELICAL ANCHOR LEAD SECTIONS SHALL BE 7 FT LONG W/ 1.5 INCH ROUND CORNER SQUARE SHAFTS. LEADS SHALL BE SCH40 W/ MIN. 7500 FT LB TORQUE RATING.
4. HELICAL ANCHORS SHALL INCLUDE LEAD SECTION AND TWO EXTENSIONS (MIN.) FOR A MIN. TOTAL LENGTH OF 21 FT.
5. CONTRACTOR SHALL SUBMIT MOTOR AND ANCHOR SPECIFICATIONS TO ENGINEER FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION. ALL ANCHOR INSTALLATION OPERATIONS SHALL BE WITNESSED BY A LICENSED ENGINEER. CONTRACTOR SHALL MAINTAIN RECORDS OF ANCHOR INSTALLATIONS AND SUBMIT HELICAL INSTALLATION LOGS TO THE ENGINEER FOR REVIEW AND APPROVAL WITHIN 48 HOURS OF ANCHOR INSTALLATION.

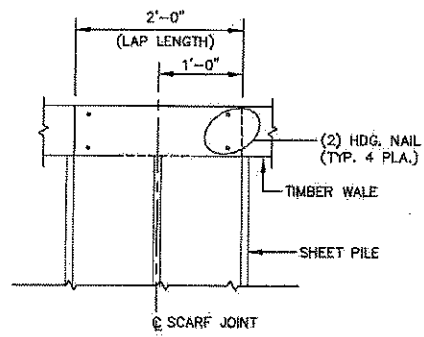
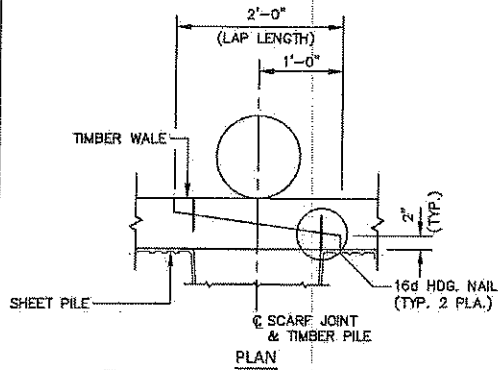
B
SECTION
G-1.6
HELICAL FND.

SCALE: 1"=3'-6"



ALL ELEVATIONS IN NAVD 88

SHEET NO. S-1.2	PROJECT NO. P220125.00	PROJECT WATERFRONT DEVELOPMENT PREPARED FOR MS. LAURA PROBST LOCATED AT 135 STILLWATER AVENUE MASSAPEQUA, NY GREAT SOUTH BAY NASSAU COUNTY	SCALE 1"=3'-6"	Rising Tide Waterfront Solutions 80 KILLIAMS ROAD, #280 MASSAPEQUA, NY 11758
	DRAWN BY JWK		DATE 04-15-2022	
	CHECKED BY AMA		REVISION NO. 0	
			SHEET BULKHEAD SECTION - HELICAL FND.	



TYP

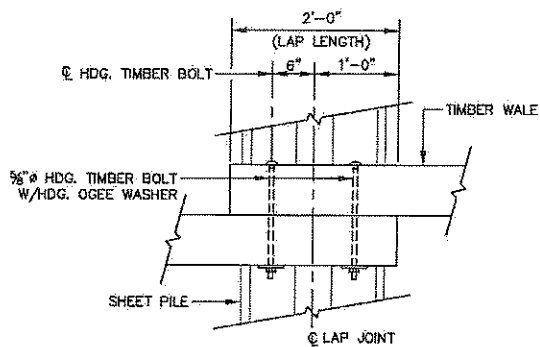
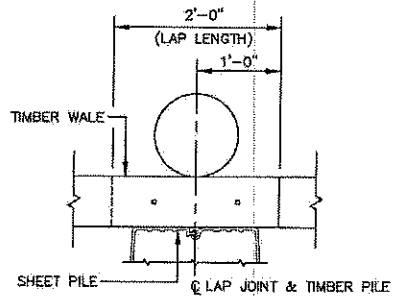
DETAIL

SCARF JOINT

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

ELEVATION

NOTE: PILE NOT SHOWN FOR CLARITY



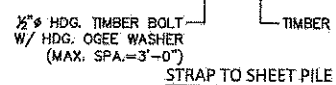
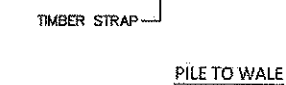
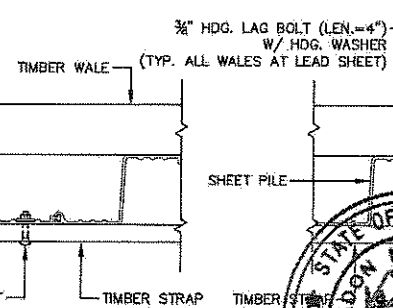
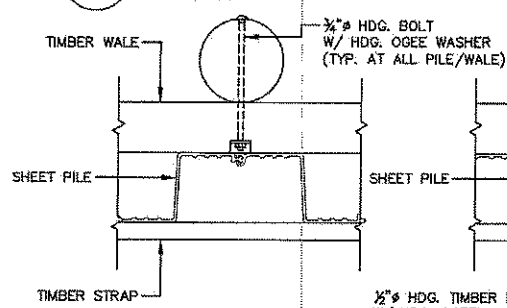
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DETAIL

LAP JOINT

NOTE: PILE NOT SHOWN FOR CLARITY

N.T.S.



TYP

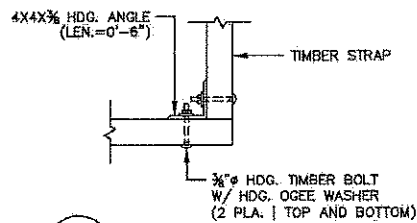
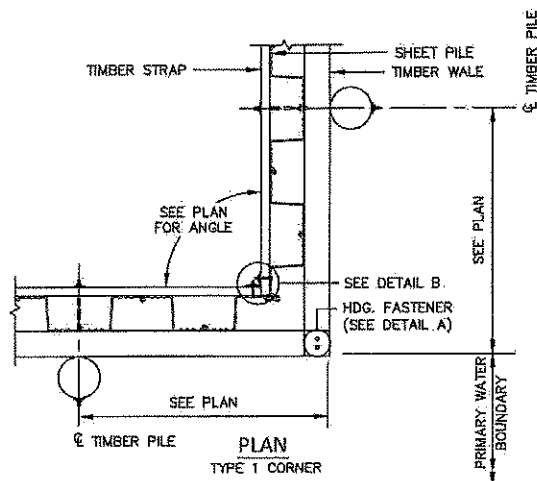
DETAIL

MISCELLANEOUS CONNECTION(S)

N.T.S.

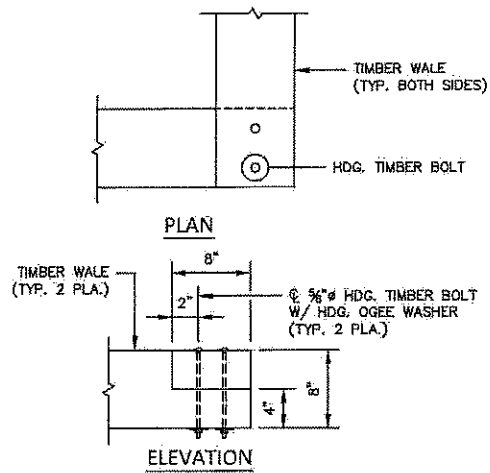


SHEET NO. S-1.3	PROJECT NO. P220125.00 DRAWN BY JWK CHECKED BY AMA	PROJECT WATERFRONT DEVELOPMENT PREPARED FOR MS. LAURA PROBST LOCATED AT 135 STILLWATER AVENUE MASSAPEQUA, NY GREAT SOUTH BAY NASSAU COUNTY	SCALE N.T.S. DATE 04-15-2022 REVISION NO. 0	Rising Tide Waterfront Solutions 80 KILLIANS ROAD, #280 MASSAPEQUA, NY 11758 SHEET BULKHEAD CONNECTION DETAILS
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B DETAIL N.T.S.

TYP DETAIL BULKHEAD CORNER - STD. NAVY N.T.S.



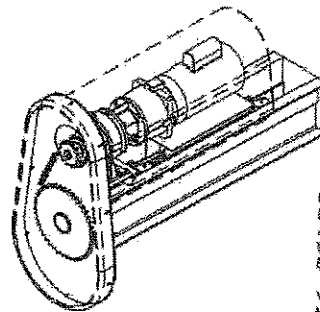
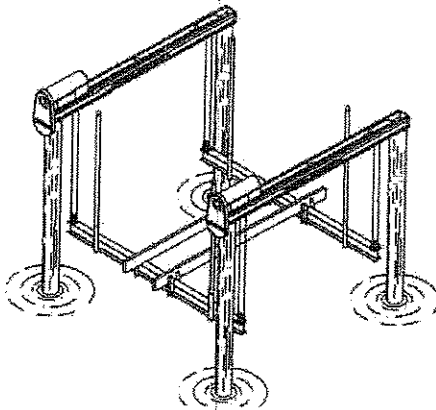
A DETAIL N.T.S.



SHEET NO. S-1.3	PROJECT NO. P220125.00	PROJECT WATERFRONT DEVELOPMENT PREPARED FOR MS. LAURA PROBST LOCATED AT 135 STILLWATER AVENUE MASSAPEQUA, NY GREAT SOUTH BAY NASSAU COUNTY	SCALE N.T.S.	Rising Tide Waterfront Solutions 80 KILLIANS ROAD, #280 MASSAPEQUA, NY 11758
	DRAWN BY JMK		DATE 04-15-2022	
	CHECKED BY AMA		REVISION NO. 0	SHEET BULKHEAD CONNECTION DETAILS II

IMM Quality Boat Lifts

SUPERLIFT BOAT LIFT SPECIFICATIONS 4 POST BOAT LIFTS WITH 2 CRADLE BEAMS AND 4 CABLES



IMM BOAT LIFTS, INC. IS NOT RESPONSIBLE FOR THE DOCK STRUCTURE, OR ITS ABILITY RESIST THE APPLIED LOADS OF THE SUPERLIFT BOAT LIFT.
THE SITE SHOULD BE VERIFIED BY A LICENSED MARINE CONTRACTOR. APPLIED LOADS WILL BE PROVIDED UPON REQUEST.

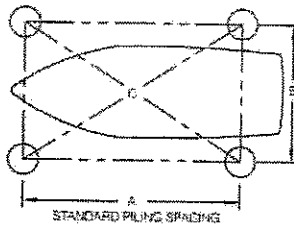
LIFT CAPACITY	CABLE BEAM SIZE CUSTOM CHANNEL INCHES	CRADLE BEAM WIDE SIZE INCHES	DRIVE SHAFT SIZE INCHES	DRIVE SHAFT SPLINE INCHES	CHASSIS SIZE	BEAM DRIVE SPLINE INCHES	BEAM DRIVE SPLINE INCHES	NO. OF MOTORS LIFT	MOTOR Horse POWER	NO. OF CABLES AND SIZE INCHES	CABLE SPLINE INCHES	MOVES OF LIFT PER MINUTE	CLUTCH PRESS FOOT	BEAM BEAMS ALUM. INCHES	CRADLE BEAM SIZE INCHES
5,000	3 x 3.50 H 2 x 1.50 W	3.5 DIA 1.75 H 1.75 W	2.00 H 2.00 W	40 H 40 W	40 H 40 W	22 H 22 W	22 H 22 W	1	1/2 HP	3/16 DIA 3/16 W	1/2	120	1	1/2	3/16 DIA 3/16 W
7,000	3 x 3.50 H 2 x 1.50 W	3.5 DIA 1.75 H 1.75 W	2.00 H 2.00 W	40 H 40 W	40 H 40 W	22 H 22 W	22 H 22 W	1	1/2 HP	3/16 DIA 3/16 W	1/2	120	1	1/2	3/16 DIA 3/16 W
12,000	3 x 3.50 H 2 x 1.50 W	3.5 DIA 1.75 H 1.75 W	2.00 H 2.00 W	40 H 40 W	40 H 40 W	22 H 22 W	22 H 22 W	1	1/2 HP	3/16 DIA 3/16 W	1/2	120	1	1/2	3/16 DIA 3/16 W
14,000	3 x 3.50 H 2 x 1.50 W	3.5 DIA 1.75 H 1.75 W	2.00 H 2.00 W	40 H 40 W	40 H 40 W	22 H 22 W	22 H 22 W	1	1/2 HP	3/16 DIA 3/16 W	1/2	120	1	1/2	3/16 DIA 3/16 W
15,000	3 x 3.50 H 2 x 1.50 W	3.5 DIA 1.75 H 1.75 W	2.00 H 2.00 W	40 H 40 W	40 H 40 W	22 H 22 W	22 H 22 W	1	1/2 HP	3/16 DIA 3/16 W	1/2	120	1	1/2	3/16 DIA 3/16 W
18,000	3 x 3.50 H 2 x 1.50 W	3.5 DIA 1.75 H 1.75 W	2.00 H 2.00 W	40 H 40 W	40 H 40 W	22 H 22 W	22 H 22 W	1	1/2 HP	3/16 DIA 3/16 W	1/2	120	1	1/2	3/16 DIA 3/16 W
22,000	3 x 3.50 H 2 x 1.50 W	3.5 DIA 1.75 H 1.75 W	2.00 H 2.00 W	40 H 40 W	40 H 40 W	22 H 22 W	22 H 22 W	1	1/2 HP	3/16 DIA 3/16 W	1/2	120	1	1/2	3/16 DIA 3/16 W
27,000	3 x 3.50 H 2 x 1.50 W	3.5 DIA 1.75 H 1.75 W	2.00 H 2.00 W	40 H 40 W	40 H 40 W	22 H 22 W	22 H 22 W	1	1/2 HP	3/16 DIA 3/16 W	1/2	120	1	1/2	3/16 DIA 3/16 W
33,000	3 x 3.50 H 2 x 1.50 W	3.5 DIA 1.75 H 1.75 W	2.00 H 2.00 W	40 H 40 W	40 H 40 W	22 H 22 W	22 H 22 W	1	1/2 HP	3/16 DIA 3/16 W	1/2	120	1	1/2	3/16 DIA 3/16 W

HI-SPEED OPTION**

SOA DOCK SIZE	NO. OF MOTORS LIFT	MOTOR Horse POWER	BEAMS OF LIFT THE MOVES
40'	20 HP	20 HP	120
42'	22 HP	22 HP	120
44'	24 HP	24 HP	120
46'	26 HP	26 HP	120
48'	28 HP	28 HP	120
50'	30 HP	30 HP	120
52'	32 HP	32 HP	120
54'	34 HP	34 HP	120
56'	36 HP	36 HP	120
58'	38 HP	38 HP	120
60'	40 HP	40 HP	120

ALL SPACING TO CENTER OF PILING

LIFT CAPACITY	A	B	C	RECOMMENDED PILING SIZES
5,000 LB	132"	130"	178.375"	8" DIA
7,000 LB	144"	144"	203.625"	8" DIA
10,000 LB	144"	150"	208"	8" DIA
14,000 LB	144"	150"	208"	8" DIA
18,000 LB	168"	150"	237.50"	10" DIA
22,000 LB	168"	192"	265.125"	10" DIA
27,000 LB	192"	192"	271.50"	10" DIA
33,000 LB	216"	216"	305.50"	10" DIA



STRUCTURAL ENGINEERING REVIEW

THIS CONSTRUCTION HAS BEEN DESIGNED AS A MAIN WIND FORCE RESISTING SYSTEM, WITH CALCULATED GRAVITY AND WIND LOADS IN COMPLIANCE WITH THE FLORIDA BUILDING CODE 101-A, SECTIONS 16 & 20, ADM 2010, ADDENDUM 1-10, AND MAXIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES TO WITHSTAND THE WIND LOADS ASSOCIATED WITH AN ULTIMATE WIND SPEED OF 160 MPH, EXPOSURE "B", RISK CATEGORY "II". ADDITIONAL COMMENTS: ENGINEER HAS NO CONTROL OF THE MANUFACTURING, PERFORMANCE OR INSTALLATION OF THIS PRODUCT. THESE GENERAL PLANS WERE PREPARED IN ACCORDANCE WITH ACCEPTED ENGINEERING PRACTICES AND DATA PROVIDED BY THE MANUFACTURER.

[Signature]
8-7-16

Architect/Engineer/Designer
12221 Alhambra Blvd, Suite 100
FL 33156, 33156
(305) 555-1234

ALHAMBRA
Reg. No. 1234567
Date:

SIGNATURE NOT VALID WITHOUT RASSED SEAL



17030 Auto Center Rd.

FL Myers, FL 33967

Phone (800) 569-3511

Fax (239) 454-5641

DWG: 500056 PUB March 9, 2015

Meeting of June 28, 2022

Resolution No 446-2022

WHEREAS, by Resolution No. 136-2020, adopted on February 11, 2020, the Town Board authorized the execution of an engagement agreement with Ankura Consulting Group, LLC ("Ankura"), as independent consultant to review the Town's policies, procedures, and internal controls regarding its disclosures for securities offerings, and authorizing payment to Ankura with respect to resulting fees incurred by Ankura and to be approved by the United States District Court, Eastern District of New York; and

WHEREAS, Frank M. Scalera, Town Attorney, and Jeffrey Lesser, Deputy Town Attorney, by memorandum dated June 2, 2022, requested and recommended that the Town Board authorize an increase of \$32,407.50 in order to satisfy outstanding fees, disbursements, and expenses of Ankura through May 2022,

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation hereinabove set forth is accepted and approved, and the Town Board hereby authorizes an increase in fees payable to Ankura Consulting Group, LLC, 485 Lexington Avenue, 10th Floor, New York, NY 10017, in an amount not to exceed \$32,407.50; and be it further

RESOLVED, that the funds for said payment shall be drawn from Account No. OTA A 1420 44110 000 0000; and be it further

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

-#-

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

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

Reviewed By
Office of Town Attorney

12

446

Town of Oyster Bay
Inter-Departmental Memo

TO: Memorandum Docket

FROM: Office of the Town Attorney

DATE: June 2, 2022

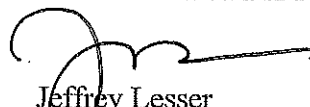
SUBJECT: Payment for Court Ordered Fees for Independent Consultant

Pursuant to Town Board Resolution No. 136-2020, adopted on February 11, 2020, the Town Board authorized the execution of an engagement agreement with Ankura Consulting Group, LLC, ("Ankura") as independent consultant with municipal finance experience to review the Town's policies, procedures, and internal controls regarding its disclosures for securities offerings, and authorizing payment to Ankura of resulting fees incurred by Ankura which are to be approved by the United States District Court, Eastern District of New York.

The Federal Court has approved payment of Ankura's fees, disbursements, and expenses through April 2022. Ankura's fees, disbursements, and expenses for the month of May 2022 are presently being submitted by Ankura to the Court. Additional funds are required for payment of these invoices through May 2022. Therefore, it is recommended and requested that the Town Board authorize such increase in the amount of \$32,407.50 in order to satisfy these outstanding invoices. The aforementioned amount shall be paid with funds drawn from Account No. OTA A 1420 44110 000 0000.

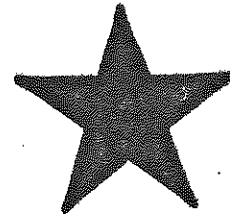
Submitted herewith is a proposed resolution for the foregoing request.

FRANK M. SCALERA
TOWN ATTORNEY


Jeffrey Lesser
Deputy Town Attorney

JAL:jl
Attachment

S:\Attorney\RESOS 2022\MD & RESO\Increase in Fees - Ankura January through May 2022.docx



Reviewed By
Office of Town Attorney
1/16/2020

WHEREAS, Matthew M. Rozea, Deputy Town Attorney, by memorandum dated February 11, 2020, advised that pursuant to a Consent Judgment entered into with the United States Securities and Exchange Commission (the "Commission") in connection with the Commission's litigation against the Town, the Town agreed to retain an independent consultant with municipal finance experience to review the Town's policies, procedures, and internal controls regarding its disclosures for securities offerings; and

WHEREAS, on January 27, 2020, the District Court Judge entered an Order "appoint[ing] Marc-Phillip Ferzan, of Ankura, as the Independent Consultant pursuant to the Final Judgment;" and

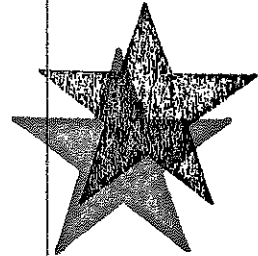
WHEREAS, subsequent to the Court's appointment of Ankura Consulting Group, LLC, 2000 K Street, NW, 12th Floor, Washington, DC 20006, the Office of the Town Attorney negotiated an engagement agreement with Ankura specifying the terms, conditions, and obligations of the Town and Ankura; and

WHEREAS, the Office of the Town Attorney recommends and requests by memorandum dated February 11, 2020, that the Town Board ratify the execution of the engagement agreement with Ankura and further authorize payment to Ankura in an amount not to exceed \$275,000.00 with funds to be drawn from Account No. OTA A 1420 44110 000 0000,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation and request hereinabove set forth are accepted and approved, and the Town Board hereby ratifies the execution of the engagement agreement with Ankura Consulting Group, LLC, and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment to Ankura Consulting Group, LLC, 2000 K Street, NW, 12th Floor, Washington, DC 20006, in an amount not to exceed \$275,000.00 upon submission of a duly certified claim, after audit, with funds to be drawn from Account No. OTA A 1420 44110 000 0000.

-#-



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

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

Meeting of June 28, 2022

Resolution No 447-2022

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated February 23, 2022, authorized the Highway Department to clean up the premises located at 15 Crown Street, Hicksville, New York 11801, also known as Section 12, Block 299, Lot 24 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated May 31, 2022, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on March 11, 2022, in the total amount of \$1,952.77, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated May 31, 2022, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,952.77 may be assessed by the Legislature of the County of Nassau against the parcel known as 15 Crown Street, Hicksville, New York 11801, also known as Section 12, Block 299, Lot 24 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

Reviewed By
Office of Town Attorney
Ralph P. Healey

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

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

447

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

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: May 31, 2022


SUBJECT: Property Cleanup Assessment
15 Crown Street, Hicksville, New York 11801
Section 12, Block 299, Lot 24

The Department of Planning and Development, by memorandum dated February 23, 2022, directed the Highway Department to clean the premises located at 15 Crown Street, Hicksville, New York 11801, also known as Section 12 Block 299, Lot 24 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated March 17, 2022, advised that the property was cleaned by a crew from the Highway Department on March 11, 2022. The cost incurred by the Town of Oyster Bay was \$1,952.77.

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
Special Counsel

RPH:aml
Attachments

2022-8546

TOWN OF OYSTER BAY

Inter-Departmental Memo

February 23, 2022

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU
Through: ELIZABETH L. MACCARONE: COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 15 Crown Street, Hicksville, New York 11801
SBL: 12-299-24

Notice of Violation number 07018 was issued to the owner of the above-referenced premises on 02/14/2022 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:

- Remove all garbage, litter, debris, electrical equipment, wood pallet, chairs and all outdoor storage from premises.

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

ELIZABETH L. MACCARONE
COMMISSIONER


MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU


ME:ml

cc: Frank Scalera, Town Attorney



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

ELIZABETH L. MACCARONE
COMMISSIONER

TIMOTHY R. ZIKE
DEPUTY COMMISSIONER

JAMES McCAFFREY
DEPUTY COMMISSIONER

February 23, 2022

Bayview Loan Service
15 Crown Street
Hicksville, New York 11801


RE: PREMISES: 15 Crown Street, Hicksville, NY 11801
SECTION 12 BLOCK 299 LOT 24

Dear Property Owner:

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

Please be advised that Notice of Violation Number 07018 (copy attached) has been served on 02/14/2022. As of this date, the violation has not been rectified and the conditions at the premises continue to endanger the health, safety and welfare of the residents of the Town of Oyster Bay. Please be further advised that I have directed the Highway Department to perform the necessary maintenance, and to take all the necessary steps to recover from you the costs.

Very truly yours,
ELIZABETH L. MACCARONE
COMMISSIONER


Michael Esposito
Code Enforcement Bureau


ELM:ME:ml
Enclosure

ORDERED, ADJUDGED AND DECREED, the legal description contained in the Mortgage is hereby reformed and is substituted with the legal description annexed hereto as Schedule "A"; and it is further

ORDERED, ADJUDGED AND DECREED, that the Clerk of the County of Nassau, after payment of the requisite fees, is hereby directed to index a copy of this Judgment of Foreclosure and Sale in the land records; and it is further

ORDERED, ADJUDGED AND DECREED that to ensure compliance herewith, Plaintiff shall file a written report with the court within six months from the date of entry of this judgment stating whether the sale has occurred and the outcome thereof.

Said property is commonly known as 15 Crown Street, Hicksville, NY 11801. The legal description of the mortgaged property referred to herein is annexed hereto as Schedule A, together with the terms of Sale. *And it is further*

ORDERED, THAT THE REFEREE MUST
SUBMIT THE NOTICE OF SALE TO THE MOTION
SUPPORT OFFICE ROOM 186, IN THE SUPREME
COURT AT LEAST 10 DAYS PRIOR TO THE DATE
OF AUCTION

ENTER

Justice of the Supreme Court

AML

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

March 17, 2022

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

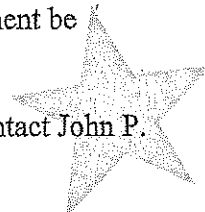
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

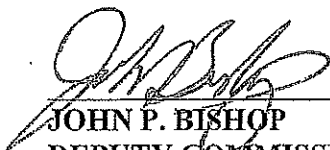
SUBJECT: 15 CROWN STREET, HICKSVILLE
CLEAN-UP

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,952.77.

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





JOHN P. BISHOP
DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (12-299-24) 15 CROWN ST HICKSVILLE 11801

Date Mar 11, 2022

Work Order # 91529

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
THOMAS KRAEMER	General Maintenance	01:30	\$51.02	00:00	0	\$76.53
GARY LEWIS, II	General Maintenance	01:30	\$35.83	00:00	0	\$53.75
VINCENT PADAVANO	General Maintenance	01:30	\$52.67	00:00	0	\$79.01
SEAN MCLAUGHLIN	General Maintenance	01:30	\$26.91	00:00	0	\$40.37
JOHN SANDIFORD	General Maintenance	01:30	\$31.12	00:00	0	\$46.68
PERRY DIMARCO	General Maintenance	01:30	\$15.00	00:00	0	\$22.50
THOMAS CORBETT	General Maintenance	01:30	\$15.00	00:00	0	\$22.50
Total Labor						\$341.34

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PK370	SANI PACKER 2007 INTER 7400 YW	\$105.00	01:30	\$157.50
PU459	PICK UP TRUCK 2020 FORD F350 YW	\$79.00	01:30	\$118.50
PU472	2020 FORD F250 PICK UP YELLOW	\$79.00	01:30	\$118.50
TD571	TRUCK DUMP 2005 FORD F-350 YW (T-185) - Power Wagons	\$105.00	01:30	\$157.50
TD731	2016 INTER 4200 YW 6 WHEELER	\$131.00	01:30	\$196.50
Total Equipment				\$748.50

Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Tipping Fee (per ton)	\$88.92	1.27	\$112.93
Total Materials			\$862.93

Grand Total \$1952.77

Description of Work:

CLEAN UP 15 CROWN STREET HICKSVILLE

Signature: Peter Brown

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Mar 15, 2022

Meeting of June 28, 2022

Resolution No 448-2022

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated March 29, 2022, authorized the Highway Department to clean up the premises located at 68 Schoolhouse Road, Old Bethpage, New York 11804 also known as Section 47, Block 131, Lot 11 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated June 8, 2022, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on April 13, 2022, in the total amount of \$2,258.16, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated June 8, 2022, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$2,258.16 may be assessed by the Legislature of the County of Nassau against the parcel known as 68 Schoolhouse Road, Old Bethpage, New York 11804, also known as Section 47, Block 131, Lot 11 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

Reviewed By
Office of Town Attorney
Ralph P. Healey

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

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

448

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: June 8, 2022

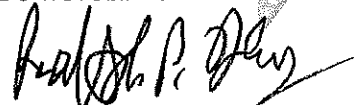
SUBJECT: Property Cleanup Assessment
68 Schoolhouse Road, Old Bethpage, New York 11804
Section 47, Block 131, Lot 11

The Department of Planning and Development, by memorandum dated March 29, 2022, directed the Highway Department to clean the premises located at 68 Schoolhouse Road, Old Bethpage, New York 11804, also known as Section 47, Block 131, Lot 11 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated April 18, 2022, advised that the property was cleaned by a crew from the Highway Department on April 13, 2022. The cost incurred by the Town of Oyster Bay was \$2,258.16.

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

Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA
TOWN ATTORNEY



Ralph P. Healey
Special Counsel

RPH:aml
Attachments

2022-8557

TOWN OF OYSTER BAY

Inter-Departmental Memo

March 29, 2022

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU
Through: ELIZABETH L. MACCARONE: COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 68 Schoolhouse Rd., Bethpage, New York 11804
SBL: 47-131-11

Notice of Violation number 07262 was issued to the owner of the above-referenced premises on 03/21/22 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.

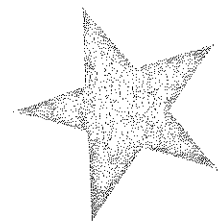
In accordance with the provisions of Chapter 135, Section 54, I am directing that:

- Remove all garbage, litter and debris from premises.
- Cut all vegetation on premises.

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

ELIZABETH L. MACCARONE
COMMISSIONER


MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU



②

ME: ml

cc: Frank Scalera, Town Attorney

*No Deed
To add*



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

ELIZABETH L. MACCARONE
COMMISSIONER

TIMOTHY R. ZIKE
DEPUTY COMMISSIONER

JAMES McCaffrey
DEPUTY COMMISSIONER

March 29, 2022

Mr. F. Bronski
68 Schoolhouse Road
Bethpage, NY 11714

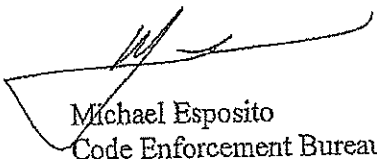
RE: PREMISES: 68 Schoolhouse Road, Bethpage, New York 11804
SECTION 47 BLOCK 131 LOT 11

Dear Property Owner:

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

Please be advised that Notice of Violation Number 07262 (copy attached) has been served on 03/21/22. As of this date, the violation has not been rectified and the conditions at the premises continue to endanger the health, safety and welfare of the residents of the Town of Oyster Bay. Please be further advised that I have directed the Highway Department to perform the necessary maintenance, and to take all the necessary steps to recover from you the costs.

Very truly yours,
ELIZABETH L. MACCARONE
COMMISSIONER


Michael Esposito
Code Enforcement Bureau

ELM:ME: ml
Enclosure

AL

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

April 18, 2022

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

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: 68 SCHOOLHOUSE ROAD, OLD BETHPAGE
CLEAN-UP

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$2,258.16.

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



JOHN P. BISHOP
DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (47-131-11) 68 SCHOOLHOUSE RD OLD BETHPAGE 11804

Date Apr 13, 2022

Work Order # 92599

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
THOMAS KRAEMER	General Maintenance	02:30	\$52.16	00:00	0	\$130.40
SEAN MCLAUGHLIN	General Maintenance	02:30	\$28.61	00:00	0	\$71.53
JOHN SANDIFORD	General Maintenance	02:30	\$32.93	00:00	0	\$82.33
THOMAS CORBETT	General Maintenance	02:30	\$15.00	00:00	0	\$37.50
PETER K SELL	General Maintenance	02:30	\$23.56	00:00	0	\$58.90
JOHN MURRAY	General Maintenance	02:30	\$15.00	00:00	0	\$37.50
Total Labor						\$418.16

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PK406	SANI PACKER 2012 INTER 7400 YW (PP932 / PP-932)	\$105.00	02:30	\$262.50
PU459	PICK UP TRUCK 2020 FORD F350 YW	\$79.00	02:30	\$197.50
TD571	TRUCK DUMP 2005 FORD F-350 YW (T-185) - Power Wagons	\$105.00	02:30	\$262.50
TD704	TRUCK DUMP 2011 FORD F350 YELLO (T145 / T-145) - Power Wagons	\$105.00	02:30	\$262.50
TD721	2013 CHEVY 3500 POWER WAGON	\$105.00	01:00	\$105.00
Total Equipment				\$1090.00

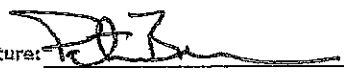
Materials

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

Grand Total \$2258.16

Description of Work:

CLEAN UP 68 SCHOOLHOUSE ROAD BETHPAGE

Signature: 

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Apr 14, 2022

Meeting of June 28, 2022

Resolution No 449-2022

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated March 17, 2022, authorized the Highway Department to clean up the premises located at 28 High Street, Farmingdale, New York 11735, also known as Section 49, Block 21, Lot 142 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated May 31, 2022, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on March 25, 2022, in the total amount of \$2,435.40, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated May 31, 2022, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$2,435.40 may be assessed by the Legislature of the County of Nassau against the parcel known as 28 High Street, Farmingdale, New York 11735, also known as Section 49, Block 21, Lot 142 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

Reviewed By
Office of Town Attorney
Ralph P. Healey

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

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

449

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

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: May 31, 2022

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 March 17, 2022, 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 April 5, 2022, advised that the property was cleaned by a crew from the Highway Department on March 25, 2022. The cost incurred by the Town of Oyster Bay was \$2,435.40.

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
Special Counsel

RPH:aml
Attachments

2022-854B4

TOWN OF OYSTER BAY

Inter-Departmental Memo

March 17, 2022

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU
Through: ELIZABETH L. MACCARONE: COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 28 High Street, Farmingdale, New York 11735
SBL: 49-21-142

Notice of Violation number 07045 was issued to the owner of the above-referenced premises on 03/10/22 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:

- Remove all rubbish, litter and debris on premises.
- Remove broken, fallen tree.

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

ELIZABETH L. MACCARONE
COMMISSIONER



MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU


ME:ml

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



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

ELIZABETH L. MACCARONE
COMMISSIONER

TIMOTHY R. ZIKE
DEPUTY COMMISSIONER

JAMES McCAFFREY
DEPUTY COMMISSIONER

March 17, 2022

Andrew Koppie
28 High Street
Farmingdale, New York 11735


RE: PREMISES: 28 High Street, Farmingdale, NY 11735
SECTION 49 BLOCK 21 LOT 142


Dear Property Owner:

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

Please be advised that Notice of Violation 07045 (copy attached) has been served on 03/10/22. As of this date, the violation has not been rectified and the conditions at the premises continue to endanger the health, safety and welfare of the residents of the Town of Oyster Bay. Please be further advised that I have directed the Highway Department to perform the necessary maintenance, and to take all the necessary steps to recover from you the costs.

Very truly yours,
ELIZABETH L. MACCARONE
COMMISSIONER


Michael Esposito
Code Enforcement Bureau


ELM:ME:ml
Enclosure

THIS INDENTURE, made the 17th day of December, in the year 2004

BETWEEN
Humera Rahman and Ghourteen 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 25 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 and 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 Atiq Rahman and Humera Rahman to Humera Rahman and Ghourteen 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, 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 a real "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 WITNESS WHEREOF,

Humera Rahman by Atiq Rahman
Humera Rahman
Ghourteen Rahman by Atiq Rahman
Ghourteen Rahman
Atiq Rahman

AL

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

April 5, 2022

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

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS/HIGHWAY DIVISION

SUBJECT: 28 HIGH STREET, FARMINGDALE
CLEAN-UP

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$2,435.40.

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



JOHN P. BISHOP
DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

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

Date Mar 25, 2022

Work Order # 92240

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
MARTIN LANG	General Maintenance	02:00	\$52.31	00:00	0	\$104.62
DERRICK SCOTT	General Maintenance	02:00	\$45.82	00:00	0	\$91.64
MICHAEL F FITZPATRICK	General Maintenance	02:00	\$23.03	00:00	0	\$46.06
ANTHONY MODAFFERI	General Maintenance	02:00	\$21.80	00:00	0	\$43.60
SCOTT KELLY	General Maintenance	02:00	\$15.00	00:00	0	\$30.00
PABLO BAEZ	General Maintenance	02:00	\$20.27	00:00	0	\$40.54
RAYMOND QUEALY	General Maintenance	02:00	\$15.00	00:00	0	\$30.00
NICHOLAS M ABATEMARC	General Maintenance	02:00	\$15.00	00:00	0	\$30.00
PHILIP J MARCHESE	General Maintenance	02:00	\$15.00	00:00	0	\$30.00
BLAKE A DIAZ	General Maintenance	02:00	\$0.00	00:00	0	\$0.00

Total Labor \$446.46

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU473	2020 F250 FORD PICK UP YELLOW	\$79.00	02:00	\$158.00
TD703	TRUCK DUMP 2011 FORD F350 YELLO (T-195) - Power Wagons	\$105.00	02:00	\$210.00
TD712	TRUCK DUMP 2012 INTER 7300 YW (T-191)- 6 Wheeler	\$131.00	02:00	\$262.00
TD728	POWER WAGON 2015 T-245	\$105.00	02:00	\$210.00
TD729	6 WHEELER 2015 LIC AM8735	\$131.00	02:00	\$262.00

Total Equipment \$1102.00

Materials

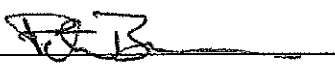
Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Tipping Fee (per ton)	\$88.92	1.54	\$136.94

Total Materials \$886.94

Grand Total \$2435.40

Description of Work:

CLEAN UP 28 HIGH STREET FARMINGDALE

Signature: 

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Apr 1, 2022

Meeting of June 28, 2022

Resolution No 450-2022

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated March 16, 2022, authorized the Highway Department to clean up the premises located at 107 Lawrence Street, Farmingdale, New York 11735, also known as Section 49, Block 229, Lot 2 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated May 31, 2022, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on March 30, 2022, in the total amount of \$1,816.30, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated May 31, 2022, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,816.30 may be assessed by the Legislature of the County of Nassau against the parcel known as 107 Lawrence Street, Farmingdale, New York 11735, also known as Section 49, Block 229, Lot 2 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
Robert P. Healey

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

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

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

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: May 31, 2022


SUBJECT: Property Cleanup Assessment
107 Lawrence Street, Farmingdale, New York 11735
Section 49, Block 229, Lot 2

The Department of Planning and Development, by memorandum dated March 16, 2022, directed the Highway Department to clean the premises located at 107 Lawrence Street, Farmingdale, New York 11735, also known as Section 49, Block 229, Lot 2 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated April 5, 2022, advised that the property was cleaned by a crew from the Highway Department on March 30, 2022. The cost incurred by the Town of Oyster Bay was \$1,816.30.

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

Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA
TOWN ATTORNEY


Ralph P. Healey
Special Counsel

RPH:aml
Attachments

2022-8545

TOWN OF OYSTER BAY

Inter-Departmental Memo

March 16, 2022

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU
Through: ELIZABETH L. MACCARONE: COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 107 Lawrence Street, Farmingdale, New York 11735
SBL: 49-229-2

Notice of Violation Number 07046 was issued to the owner of the above-referenced premises on 03/10/2022 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:

- Remove all rubbish, litter and debris from premises.

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

ELIZABETH L. MACCARONE
COMMISSIONER


MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU

ME:ml

cc: Frank Scalera, Town Attorney



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

ELIZABETH L. MACCARONE
COMMISSIONER

TIMOTHY R. ZIKE
DEPUTY COMMISSIONER

JAMES McCaffrey
DEPUTY COMMISSIONER

March 16, 2022

Janis Curtin
107 Lawrence Street
Farmingdale, New York 11735

RE: PREMISES: 107 Lawrence Street, Farmingdale, NY 11735
SECTION 49 BLOCK 229 LOT 2

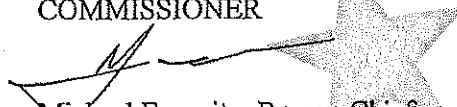
Dear Property Owner:

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

Please be advised that Notice of Violation Number 07046 (copy attached) has been served on 03/10/2022. As of this date, the violation has not been rectified and the conditions at the premises continue to endanger the health, safety and welfare of the residents of the Town of Oyster Bay. Please be further advised that I have directed the Highway Department to perform the necessary maintenance, and to take all the necessary steps to recover from you the costs.

Very truly yours,

ELIZABETH L. MACCARONE
COMMISSIONER


Michael Esposito, Bureau Chief
Code Enforcement Bureau

 ELM:ME:ml
Enclosure

Form 100-1 (1-15-12) - Unrecorded and Not Filed With Carriers and Grantor's Act - Individual or Corporation (Single Sheet)
CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE DRAFTED BY LAWYERS ONLY.

THIS INDENTURE, made the 3rd day of March, nineteen hundred and eighty-nine
BETWEEN

MARTIN STEIN, residing at 190-30 28th Avenue, Flushing,
New York, and JANIS CURTIN STEIN, residing at
107 Lawrence Street, Farmingdale, New York,

party of the first part, and

JANIS CURTIN, residing at 107 Lawrence Street,
Farmingdale, New York

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable considerations 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, siting and being on the east side of Farmingdale, Town of Oyster Bay, County of Nassau, State of New York, known as and by lot 2 in Block 125 on a certain map entitled, "Map of Pinelake, Section No. 1, situated near Farmingdale, Nassau County, New York, surveyed March 1954, Baldwin and Cornelius Co., Civil Engineers and Surveyors," and filed in the Office of the Clerk of the County of Nassau on September 13th, 1954 under File No. 5308 which said lot according to said map is bounded and described as follows:

BEGINNING at a point on the easterly side of Lawrence Street, bearing 59.74 feet southerly from the extreme southerly end of an arc connecting the southerly side of Rhonda Lane with the easterly side of Lawrence Street;

RUNNING THENCE north 89 degrees 17 minutes 25 seconds east, 113.81 feet;

THENCE south 5 degrees 21 minutes 45 seconds east 65.22 feet;

THENCE south 89 degrees 17 minutes 25 seconds west 113.81 feet to the easterly side of Lawrence Street;

THENCE along the easterly side of Lawrence Street, north 5 degrees 21 minutes 45 seconds west, 65.22 feet to the point of place of BEGINNING.

SAID PREMISES being known by and as 107 Lawrence Street, Farmingdale, New York.

BEING AND INTENDED to be the same premises conveyed to the party of the first part by deed dated April 17, 1985 and recorded in the Office of the Nassau County Clerk on May 2, 1985.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and easements 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.

IN WITNESS WHEREOF, the party of the first part has hereunto set their hand and seal this 3rd day of March, 1989.

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 for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

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

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

IN PRESENCE OF

[Signature]

[Signature]
MARTIN STEIN

[Signature]
JANIS CURTIN STEIN

DEED10035PA6E337

STATE OF NEW YORK, COUNTY OF NASSAU
On the 29 day of March 19 89, before me personally came

MARTIN STEIN and
JANIS CURTIN

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

Lawrence J. Lally

LAWRENCE J. LALLY
Notary Public, State of New York
No. 31-223-6600
Qualified in Nassau County
Commission Expires May 31, 1992

STATE OF NEW YORK, COUNTY OF
On the day of 19 , before me personally came

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

STATE OF NEW YORK, COUNTY OF
On the day of 19 , before me personally came

to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the of

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

STATE OF NEW YORK, COUNTY OF
On the day of 19 , before me personally came

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

that he knows

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

Return and Seal Book
WITH CERTAIN RECORDS
NASSAU

MARTIN STEIN and JANIS CURTIN
SECTION

JANIS CURTIN

SECTION 49
BLOCK 229
LOT 2
COUNTY OF TOWN NASSAU
NASSAU

Recorded At Request of Ticor Title Guaranty Company
RETURN BY MAIL TO:

JANIS CURTIN
107 LAWRENCE STREET
FARMINGDALE, N.Y.

Zip No. 11735



RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

RECORDED
DEC 12 9 35 AM '89
HAROLD W. MCCONNELL
COUNTY CLERK
NASSAU COUNTY

008540

RECEIVED
REAL ESTATE
DEC 18 1989
TREASURER TAX
NASSAU COUNTY

DEED 10035PAG 338

AL

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

April 5, 2022

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

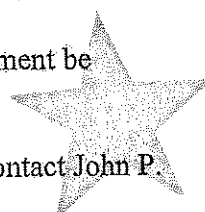
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS/HIGHWAY DIVISION


SUBJECT: 107 LAWRENCE STREET, FARMINGDALE
CLEAN-UP

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,816.30.

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





JOHN P. BISHOP
DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

100 TOWN OF OYSTER BAY
125 FARMINGDALE

JPB/kjb

Enc. T & M sheet



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (49-229-2) 107 LAWRENCE ST FARMINGDALE 11735

Date Mar 30, 2022

Work Order # 92160

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
MARTIN LANG	General Maintenance	01:30	\$53.37	00:00	0	\$80.05
GREGORY MARCHESE	General Maintenance	01:30	\$52.16	00:00	0	\$78.24
ANTHONY ORLOWSKI	General Maintenance	01:30	\$23.78	00:00	0	\$35.67
SCOTT KELLY	General Maintenance	01:30	\$15.00	00:00	0	\$22.50
RAYMOND QUEALY	General Maintenance	01:30	\$15.00	00:00	0	\$22.50
STEVEN KELLY	General Maintenance	01:30	\$23.56	00:00	0	\$35.34
BLAKE A DIAZ	General Maintenance	01:30	\$15.00	00:00	0	\$22.50

Total Labor \$296.80

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PK405	SANI PACKER 2012 INTER 7400 YW (PP930 / PP-930)	\$105.00	01:30	\$157.50
PJ443	PICK UP 2012 FORD F-250 YW (25 / 025)	\$79.00	01:30	\$118.50
TD728	POWER WAGON 2015 T-245	\$105.00	01:30	\$157.50
TD729	6 WHEELER 2015 LIC AM8735	\$131.00	01:30	\$196.50
TD735	TRUCK DUMP 2016 INTL - 10 WHEELER (T179)	\$93.00	01:30	\$139.50

Total Equipment \$769.50


Materials

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

Total Materials \$750.00

Grand Total \$1816.30

Description of Work:
CLEAN UP 107 LAWRENCE STREET FM

Signature: 

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Apr 4, 2022

Meeting of June 28, 2022

Resolution No 451-2022

Reviewed By
Office of Town Attorney
Danica Waite

WHEREAS, Daniel M. Pearl, Commissioner, Department of Sanitation, by memorandum dated May 27, 2022, requested Town Board authorization for membership of the following Town employees in the Solid Waste Association of North America (SWANA), for the period of June 1, 2022 through May 31, 2023, *nunc pro tunc*, at an annual membership fee of \$200.00 per employee, for a total cost of \$1,000.00, with funds available in Account No. DER SR05 8160 47900 000 0000:

Daniel M. Pearl, Commissioner of Sanitation
Richard W. Lenz, P.E., Commissioner of DPW
Matthew Russo, P.E., DPW/Engineering
Gary Terrell, Deputy Commissioner of Sanitation
William Fox, Sanitation Supervisor III, Department of Sanitation

WHEREAS, Commissioner Pearl, by said memorandum, advised that the SWANA is an organization of more than 10,000 public and private sector professionals committed to advancing solid waste and resource management through its shared emphasis on education, advocacy and research, and that SWANA's prominent and nationally acclaimed technical conferences and training programs cover all aspects of integrated municipal solid waste management,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and the Department of Sanitation is hereby authorized for membership of the abovementioned employees in Solid Waste Association of North America (SWANA) for the period of June 1, 2022 through May 31, 2023, *nunc pro tunc*, at an annual membership fee of \$200.00 per employee, for a total cost of \$1,000.00; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment, with funds to be drawn from Account No. DER SR05 8160 47900 000 0000, upon submission of a duly certified claim, after audit.

-#-

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

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

TOWN OF OYSTER BAY
Inter-Departmental Memo

May 27, 2022

TO: MEMORANDUM DOCKET

FROM: Daniel M. Pearl, Commissioner/Sanitation Department

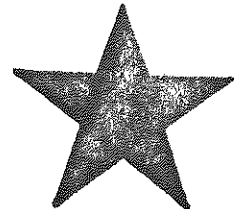
**SUBJECT: SOLID WASTE ASSOCIATION of NORTH AMERICA
MEMBERSHIP 2022**

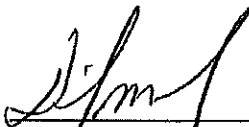
The Solid Waste Association of North America (SWANA) is an organization of more than 10,000 public and private sector professionals committed to advancing from solid waste management to resource management through their shared emphasis on education, advocacy and research. For more than 60 years, SWANA has been the leading association in the solid waste management field. SWANA serves industry professionals through technical conferences, certifications, publications and a large offering of technical training courses.

SWANA's prominent and nationally acclaimed technical conferences and training programs cover all aspects of integrated municipal solid waste management, and the Association is a major policy and technical representative of solid waste management practitioners, executives, companies and government organizations.

We therefore recommend that the Town Board approve by Resolution, the application Nunc pro tunc for membership in SWANA and that the Comptroller be authorized and directed to pay the current annual dues in the total amount of \$1,000.00 from account DER SR05 8160 47900 000 0000 for the following employees at a cost of \$200.00 per person:

Daniel M. Pearl Commissioner of Sanitation
Richard W. Lenz, P.E., Commissioner DPW
Matthew Russo, P.E., DPW/Engineering
Gary Terrell, Deputy Commissioner of Sanitation
William Fox, Sanitation Supervisor III, Dept. of Sanitation





Daniel M. Pearl
Commissioner
Department of Sanitation

Attachments – Membership Dues Notice
Steve Ballas, Comptroller
Docket Memo for membership into SWANA.doc



May 27, 2022

Annual Group Membership Renewal Invoice

Invoice: 2022 - 426717

tllicata@oysterbay-ny.gov

Thomas M. Licata

Town of Oyster Bay

150 Miller Pl

Syosset, NY 11791-5603

Thank you for your continued support of SWANA. Membership in SWANA brings value to your and your colleagues, your employer, and your career. Where else can you go for reliable information about both the latest changes impacting the solid waste and recycling industry as well as the tried and true approaches to solid waste management issues? SWANA is there when you need it, providing you with the resources you need.

It is time for your organization to renew the SWANA memberships for your team. Attached is the group billing membership invoice for Town of Oyster Bay. The membership terms are from June 01, 2022 through May 31, 2023.

If you have changes to the list of renewing members, please email your updates directly to the Membership Department at membership@swana.org and we will make the necessary adjustments and send you an updated invoice. If your invoice is current, please call our Member Services Team at 1-800-467-9262 and we will be more than happy to process your credit card payment over the phone. You can also submit a check with the invoice and mail it to the SWANA address listed below.

Once again, thank you for your SWANA membership and support!

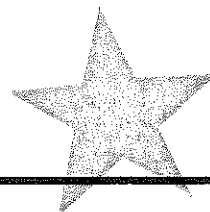
Regards,

Estela Martinez

Manager, Membership and Chapter Services

emartinez@swana.org

P.S. We look forward to your continued membership in SWANA. Renewing now will guarantee uninterrupted membership in SWANA.



THE SOLID WASTE ASSOCIATION OF NORTH AMERICA
1100 Wayne Avenue, Suite 650 Silver Spring MD 20910 - 1-800-467-9262 - swana.org

Group ID# 426717

Annual Group Membership Renewal Invoice

5/27/2022

Group Name: Town of Oyster Bay - 426717

INVOICE TOTAL: 1,000.00

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

Member Name:		William Fox			Member ID #	1930959
	Invoice Number	Invoice Date	Expiration Date	Billing Category	Amount	
2023	1930959	05/27/2022		New York Chapter	\$27.00	
		05/27/2022		Public Member Association Dues	\$173.00	
Sub-Total \$US:					\$200.00	
Member Name:		Richard Lenz			Member ID #	1521977
	Invoice Number	Invoice Date	Expiration Date	Billing Category	Amount	
2023	1521977	05/27/2022		New York Chapter	\$27.00	
		05/27/2022		Public Member Association Dues	\$173.00	
Sub-Total \$US:					\$200.00	
Member Name:		Daniel Pearl			Member ID #	1621263
	Invoice Number	Invoice Date	Expiration Date	Billing Category	Amount	
2023	1621263	05/27/2022		New York Chapter	\$27.00	
		05/27/2022		Public Member Association Dues	\$173.00	
Sub-Total \$US:					\$200.00	
Member Name:		Matthew Russo			Member ID #	1624858
	Invoice Number	Invoice Date	Expiration Date	Billing Category	Amount	
2023	1624858	05/27/2022		New York Chapter	\$27.00	
		05/27/2022		Public Member Association Dues	\$173.00	
Sub-Total \$US:					\$200.00	

Annual Group Membership Renewal Invoice

5/27/2022

Group Name: Town of Oyster Bay - 426717

INVOICE TOTAL: 1,000.00

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

Member Name: Gary Terrell

Member ID # 1930941

Invoice Number	Invoice Date	Expiration Date	Billing Category	Amount
2023 1930941	05/27/2022		New York Chapter	\$27.00
	05/27/2022		Public Member Association Dues	\$173.00
Sub-Total \$US:				\$200.00

Total Amount Due \$US: \$1,000.00

5/27/2022

Payment Section (Payment in US Dollars)

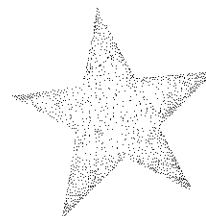
☐ Check ☒ American Express ☐ Discover ☐ MasterCard ☐ VISA ☐

Credit Card Number: _____ Exp: ____/____

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

Signature: _____

Name as it appears on Credit Card _____



Tom Licata

From: Tom Licata
Sent: Friday, May 27, 2022 12:08 PM
To: 'membership@swana.org'
Cc: Daniel Pearl; Gary Terrell; William Fox
Subject: Membership in SWANA
Attachments: SWANA LETTER AND APPLICATION.pdf

Importance: High

To Whom it may concern;

Attached please find a letter of request for applications/invoices for five employees of The Town of Oyster Bay.
If there are any questions, please feel free to reach out to me.

Thomas M. Licata

Director
Sanitation Dept.
tlicata@oysterbay-ny.gov
516-677-5807



Reviewed By
Office of Town Attorney
Elizabeth A. Taughman

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated June 9, 2022, requested Town Board authorization to enter into contracts with various performers, and/or their agents, for a series of concerts and movies to be held on the dates and at the locations set forth on Grid A attached hereto and made a part thereof, in connection with the "2022 Music Under the Stars" concert series including "Movies by Moonlight", for a total fee of \$114,225.00, to be drawn from Account No. CYS A 7020 47660 000 0000 Special Events, with the expectation that the \$13,525.00 fee for Fireworks by Grucci, Incorporated, will be reimbursed to the Town by The Friends of the Community Service Department, Incorporated, and Commissioner Fitzgerald, by said memorandum, further requested authorization for her and/or her designee to make changes, as necessary, to the date, time and location of said events; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further requested Town Board authorization for any additional purchase and/or service orders related to these events, which additional purchase and/or service orders shall be issued pursuant the Town's Procurement Policy through the Department of General Services, Purchasing Division, and charged to an appropriate Account; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further requested Town Board authorization to enter into contracts with various performers, and/or their agents, for a series of concerts and movies to be held on the dates and at the locations set forth on Grid B attached hereto and made a part thereof, in connection with the "2022 Music Under the Stars" concert series including "Movies by Moonlight", for a total fee of \$19,585.00, including the above-mentioned \$13,525.00 fee for Fireworks by Grucci, Incorporated, all of which shall be paid by The Friends of the Community Service Department, Incorporated, and Commissioner Fitzgerald, by said memorandum, further requested authorization for her and/or her designee to determine the movie selections and locations, and make changes, as necessary, to the date, time and location of said events,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved and the Town Board hereby authorizes the Department of Community and Youth Services to enter into contracts to be executed by the Supervisor or his designee, with various performers, and/or their agents, for the programs located on Grid A attached hereto, in connection with the "2022 Music Under the Stars" series including "Movies by Moonlight", for a total fee of \$114,225.00 to be drawn from Account No. CYS A 7020 47660 000 0000 Special Events, and the Commissioner, Department of Community and Youth Services and/or her designee is authorized to make changes, as necessary, to the date, time and location of said events; and be it further

RESOLVED, That the Town Board hereby further authorizes the Department of Community and Youth Services to issue additional purchase and/or service orders related to these events, which additional purchase and/or service orders shall be issued pursuant the Town's Procurement Policy through the Department of General Services, Purchasing Division, and charged to an appropriate Account; and be it further

RESOLVED, That the Town Board hereby further authorizes the Department of Community and Youth Services to enter into contracts to be executed by the Supervisor or his designee, with various performers, and/or their agents, for a series of drive-in concerts and movies to be held on the dates and at the locations set forth on Grid B attached hereto and made a part thereof, in connection with the "2022 Music Under the Stars" concert series including "Movies by Moonlight", for a total fee of \$13,525.00, which shall be paid by The Friends of the Community Service Department, Incorporated, and further authorizes Commissioner Fitzgerald and/or her designee to determine the movie selections and locations, and make changes, as necessary, to the date, time and location of said events, and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment from Account No. CYS A 7020 47660 000 0000, Special Events, upon presentation of a duly certified claim, after audit.

#

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

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

TOWN OF OYSTER BAY
Inter-Departmental Memorandum

June 9, 2022

TO: Memorandum Docket

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

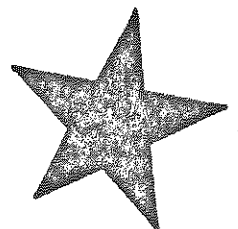
SUBJECT: 2022 Music Under the Stars Concert Series

The Department of Community & Youth Services requests Town Board authorization to sign contracts with various performers, and/or their agents for a series of concerts and movies for the 2022 *Music Under the Stars* concert series including *Movies by Moonlight*. All concerts and movies will be held at various parks and beaches throughout the Town.

The attached **Grid A**, details fees for the performances and services that will be paid by the Town of Oyster Bay. The fees total \$114,225.00 and will be paid from Account No. CYS A 7020 47660 000 0000, *Special Events*. The fee for *Fireworks by Grucci, Incorporated*, of \$13,525.00, will be reimbursed to the Town of Oyster Bay by *The Friends of the Community Service Department, Incorporated*. Any additional purchase and/or service orders related to these events shall be pursuant to the Town's Procurement Policy through the Purchasing Division and charged to an appropriate account.

The attached **Grid B**, details fees for the performances and services that will be paid by *The Friends of the Community Service Department, Incorporated*. The total of \$19,585.00 includes the reimbursement to the Town of Oyster Bay for Fireworks by Grucci, Inc.

In accordance with the Town of Oyster Bay's Procurement Policy these musicians are exempt from the solicitation and written proposal procedures. All performers have been vetted through the Exiger System and the Inspector General is satisfied that the Town's Procurement Policy requirements have been met.




TO: Memorandum Docket
RE: 2022 Music Under the Stars Concert Series

Page 2

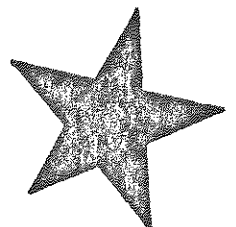
Food and beverage shall be available to the public for purchase. The Department of Community and Youth Services reserves the right to utilize the current Town concessionaire(s). In furtherance, the Codes of the Town of Oyster Bay, §168-22 *Alcoholic Beverages; No person shall bring beer, ale or any other alcoholic beverage into any park or beach*, shall be waived and Section 82-3, *Alcoholic Beverages in public* shall be waived for the concert scheduled to be held Saturday, July 30, 2022.

Also attached are the contract templates, which have been "approved as to form" by the Office of the Town Attorney, and the individual contracts for each performer. Swank Motion pictures is procured through the Purchasing Division by service order.

Therefore, it is respectfully requested that the Town be permitted to sign contracts and that the Commissioner of the Department be authorized to execute said contracts for said purpose. The Department also requests authorization for the Commissioner of The Department and/or her designee to make changes, as necessary, to the date, time and location of said events.


Maureen A. Fitzgerald
Commissioner

MAF:kf
Attachments



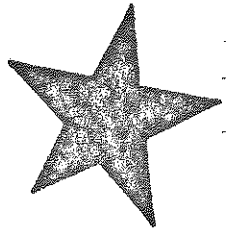
Music Under The Stars 2022

Town Of Oyster Bay

Grid A

Date	Location	Check made payable to	Amount
7/6/2022	Ellsworth W. Allen Town Park, Farmingdale	Thomas SanFilippo	\$2,000
7/9/2022	John J. Burns Town Park, Massapequa	Big Green Van Entertainment LLC	\$6,300
7/12/2022	Tobay Beach, Massapequa	Alex Shillo	\$3,000
7/12/2022 Rain Date: 7/13/2022	Tobay Beach, Massapequa	Fireworks by Grucci, Inc.	* \$13,525
7/13/2022	Tobay Beach, Massapequa	William Giangrande	\$2,000
7/16/2022	Syosset-Woodbury Community Park, Woodbury	Disco Unlimited, Inc.	\$4,000
7/19/2022	John J. Burns Town Park, Massapequa	NJ Star Productions, Inc.	\$8,500
7/20/2022	Theodore Roosevelt Memorial Park & Beach, Oyster Bay	The Gentlemen of Soul LSM	\$1,800
7/23/2022	Ellsworth W. Allen Town Park, Farmingdale	Gary Weinlein	\$3,650
7/26/2022	John J. Burns Town Park, Massapequa	Big Shot Tribute Band, Corp.	\$15,000
7/27/2022	Ellsworth W. Allen Town Park, Farmingdale	Queen Bean Music LLC	\$2,000
7/30/2022	John J. Burns Town Park, Massapequa	LuciLu Productions, Inc.	\$17,250
8/2/2022	John J. Burns Town Park, Massapequa	Dr. K's Motown Revue	\$3,500
8/3/2022	Plainview-Old Bethpage Community Park, Plainview	BonJourneyNY	\$2,200
8/6/2022	John J. Burns Town Park, Massapequa	Back Stage Pass Media Productions Inc.	\$7,000
8/9/2022	Ellsworth W. Allen Town Park, Farmingdale	Neon Entertainment LLC	\$2,000
8/10/2022	Syosset-Woodbury Community Park, Woodbury	Yogi Productions, Inc.	\$3,500
8/13/2022	John J. Burns Town Park, Massapequa	LuciLu Productions, Inc.	\$17,000
Total			\$114,225

* To be reimbursed to the Town by *The Friends of the Community Service Department, Incorporated*



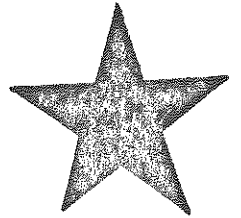
Music Under The Stars 2022

The Friends of the Community Service Department, Incorporated

Grid B

Date	Location	Check made payable to	Amount
Various dates	National Anthem Vocalist – Multiple Locations	Tammi Wolfarth	\$1,800
7/7/2022	Tappen Beach, Glenwood Landing	Swank Motion Pictures, Inc.	\$435
7/12/2022 Rain Date: 7/13/2022	Tobay Beach, Massapequa	Town of Oyster Bay (Fireworks reimbursement)	\$13,525
7/14/2022	Marjorie R. Post Community Park, Massapequa	Swank Motion Pictures, Inc.	\$435
7/21/2022	Theodore Roosevelt Memorial Park & Beach, Oyster Bay	Swank Motion Pictures, Inc.	\$435
7/26/2022	John J. Burns Town Park, Massapequa	Cathy SantoPietro	\$500
7/28/2022	Ellsworth W. Allen Town Park, Farmingdale	Swank Motion Pictures, Inc.	\$435
7/30/2022	John J. Burns Town Park, Massapequa	Ernie Sites	\$1,000
8/4/2022	Plainview Old Bethpage Community Park, Plainview	Swank Motion Pictures, Inc.	\$435
8/4/2022	Plainview Old Bethpage Community Park, Plainview	YPD, Inc.	\$150
8/11/2022	Syosset – Woodbury Community Park, Woodbury	Swank Motion Pictures, Inc.	\$435
Total			\$19,585

Movie and Carnival equipment for the Series will be procured through Town of Oyster Bay's Purchasing Division



CONTRACT

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

1. CONTRACTOR agrees to provide a performance by:

XX

a. Type of performance: Music Under the Stars XXXX

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

c. Date, time and place of performance:

DATE: XXXXXXXXXXXXXXXXXXXXXXXX

TIME: XXXX (after opening ceremony)

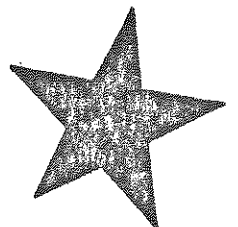
DURATION: 90 Minutes

PLACE: XXXXXXXXXXXXXXXXXXXXXXXX

OR

XXXXXXXXXXXXXXXXXXXX

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



6. With respect to insurance, the CONTRACTOR is responsible for his or her liabilities and the liabilities of his or her Performer. The TOWN affirms its self-insured status for its own liabilities.
7. In addition to that which is set forth above, the CONTRACTOR agrees to *Exhibit A: Contract Terms & Conditions*, which is attached hereto and made a part hereof by reference.
8. CONTRACTOR shall not assign, transfer, sublet, or otherwise dispose of any part of this agreement without prior written consent of the TOWN.
9. **FORCE MAJEURE**

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

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

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

PAYMENT FOR ALL SERVICES MADE PAYABLE TO: BIG SHOT TRIBUTE BAND INC.

XXXXXXXXXXXXXXXXXXXX

CONTRACTOR

DATE: _____, XXXX

TOWN OF OYSTER BAY

DEPUTY SUPERVISOR

DATE: _____, XXXX

Reviewed By
Office of Town Attorney
[Signature]

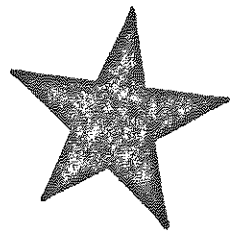
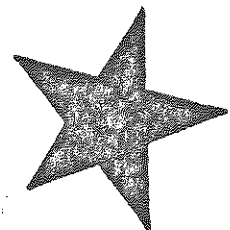
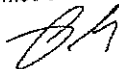


EXHIBIT A
CONTRACT TERMS & CONDITIONS

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

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

Reviewed By
Office of Town Attorney



Contract number: xx-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 XXX, located at XXXX, XXX, (hereinafter referred to as "CONTRACTOR") in consideration of mutual interests provided for hereby, the parties herein agree as follows:

Performance by: XXXX
Date: XXXX
Time: XXX
Location: XXX
Contact: XXX
Amount: XXXX

In consideration of these services, the TOWN agrees to pay CONTRACTOR the sum of ~~xxxxxxxxxxxxxxxxxxxxxxxx~~ 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 CONTRACTOR's invoice and the claim form provided by TOWN.

XXX

CONTRACTOR

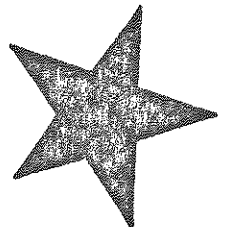
DATE: _____

TOWN OF OYSTER BAY

COMMISSIONER

DATE: _____

Reviewed By
Office of Town Attorney
[Signature]



CONTRACT

This Contract, made the ____ day of _____, 2022 by and between the Town of Oyster Bay, by and through its Department of Community & Youth Services, having its principal offices at Town Hall, Audrey Avenue, Oyster Bay, New York 11771 (hereinafter referred to as TOWN) and Thomas SanFilippo, having its principal office at 92 Earle Avenue, Lynbrook, New York 11563 (hereinafter referred to as CONTRACTOR) will be in accordance with the following mutually agreed upon terms and conditions:

1. CONTRACTOR agrees to provide a performance by:

Half Step

(Grateful Dead Tribute Band)

a. Type of performance: Music Under the Stars 2022

b. Contract Amount: \$2,000.00

c. Date, time and place of performance:

DATE: Wednesday, July 6, 2022

TIME: 8:00 pm (after opening ceremony)

DURATION: 90 Minutes

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

2. Performances are as indicated above. Any request for changes in scheduling by CONTRACTOR must be submitted in writing and shall be subject to approval by TOWN. TOWN also reserves the right to make schedule changes pertaining to dates, times and locations as may be deemed in the best interest of the TOWN.
3. For all its services hereunder, including all salaries, costs and expenses, TOWN agrees to pay CONTRACTOR the sum of \$2,000.00. Payment to CONTRACTOR shall be made only after execution of this agreement and completion of all performances. Two weeks prior to the performance, CONTRACTOR must submit a duly certified *Town of Oyster Bay Claim Form* and CONTRACTOR's Invoice to be filed in the Office of the Comptroller of the TOWN.
4. CONTRACTOR agrees that it is, and at all times shall be deemed to be, an independent contractor, and shall not at any time or for any purpose be deemed an employee of TOWN. CONTRACTOR shall not in any manner whatsoever, by its actions or deed, commit TOWN to any obligation irrespective of the nature thereof. It is further understood and agreed that no agent, servant, nor employee of CONTRACTOR, or any participant in this performance shall, at any time or under any circumstance be deemed to be an agent, servant or employee of TOWN. CONTRACTOR affirms that it will pay and compensate all persons participating in this performance, and agrees to hold TOWN harmless from liability for payment of such services.
5. It is mutually acknowledged between the parties that no admission fee will be charged to the performance.

6. With respect to insurance, the CONTRACTOR is responsible for his or her liabilities and the liabilities of his or her Performer. The TOWN affirms its self-insured status for its own liabilities.
7. In addition to that which is set forth above, the CONTRACTOR agrees to *Exhibit A: Contract Terms & Conditions*, which is attached hereto and made a part hereof by reference.
8. CONTRACTOR shall not assign, transfer, sublet, or otherwise dispose of any part of this agreement without prior written consent of the TOWN.
9. **FORCE MAJEURE**

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

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

IN WITNESS WHEREOF, CONTRACTOR has executed this agreement the day and year first written above and TOWN has executed this agreement the _____ day of _____, 2022.

PAYMENT FOR ALL SERVICES MADE PAYABLE TO: THOMAS SANFILIPPO

THOMAS SANFILIPPO

CONTRACTOR

DATE: _____, 2022

TOWN OF OYSTER BAY

COMMISSIONER

DATE: _____, 2022

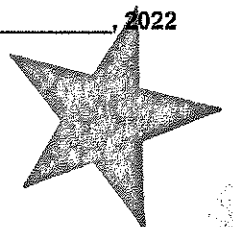
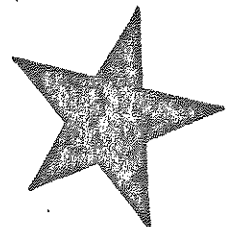


EXHIBIT A

CONTRACT TERMS & CONDITIONS

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

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



CONTRACT

This Contract, made the _____ day of _____, 2022 by and between the Town of Oyster Bay, by and through its Department of Community & Youth Services, having its principal offices at Town Hall, Audrey Avenue, Oyster Bay, New York 11771 (hereinafter referred to as TOWN) and Big Green Van Entertainment LLC, having its principal office at 35 Ogden Center Road, Spencerport, New York 14559 (hereinafter referred to as CONTRACTOR) will be in accordance with the following mutually agreed upon terms and conditions:

1. CONTRACTOR agrees to provide a performance by:

ZBTB – Zac Brown Tribute Band

a. Type of performance: Music Under the Stars 2022

b. Contract Amount: \$6,300.00

c. Date, time and place of performance:

DATE: Saturday, July 9, 2022

TIME: 8:00 pm (after opening ceremony)

DURATION: 90 Minutes

PLACE: John J. Burns Town Park
Massapequa, New York

2. Performances are as indicated above. Any request for changes in scheduling by CONTRACTOR must be submitted in writing and shall be subject to approval by TOWN. TOWN also reserves the right to make schedule changes pertaining to dates, times and locations as may be deemed in the best interest of the TOWN.
3. For all its services hereunder, including all salaries, costs and expenses, TOWN agrees to pay CONTRACTOR the sum of \$6,300.00. Payment to CONTRACTOR shall be made only after execution of this agreement and completion of all performances. Two weeks prior to the performance, CONTRACTOR must submit a duly certified *Town of Oyster Bay Claim Form* and CONTRACTOR's Invoice to be filed in the Office of the Comptroller of the TOWN.
4. CONTRACTOR agrees that it is, and at all times shall be deemed to be, an independent contractor, and shall not at any time or for any purpose be deemed an employee of TOWN. CONTRACTOR shall not in any manner whatsoever, by its actions or deed, commit TOWN to any obligation irrespective of the nature thereof. It is further understood and agreed that no agent, servant, nor employee of CONTRACTOR, or any participant in this performance shall, at any time or under any circumstance be deemed to be an agent, servant or employee of TOWN. CONTRACTOR affirms that it will pay and compensate all persons participating in this performance, and agrees to hold TOWN harmless from liability for payment of such services.
5. It is mutually acknowledged between the parties that no admission fee will be charged to the performance.

6. With respect to insurance, the CONTRACTOR is responsible for his or her liabilities and the liabilities of his or her Performer. The TOWN affirms its self-insured status for its own liabilities.
7. In addition to that which is set forth above, the CONTRACTOR agrees to *Exhibit A: Contract Terms & Conditions*, which is attached hereto and made a part hereof by reference.
8. CONTRACTOR shall not assign, transfer, sublet, or otherwise dispose of any part of this agreement without prior written consent of the TOWN.
9. **FORCE MAJEURE**

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

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

IN WITNESS WHEREOF, CONTRACTOR has executed this agreement the day and year first written above and TOWN has executed this agreement the _____ day of _____, 2022.

PAYMENT FOR ALL SERVICES MADE PAYABLE TO: BIG GREEN VAN ENTERTAINMENT LLC

BIG GREEN VAN ENTERTAINMENT LLC

CONTRACTOR

DATE: _____, 2022

TOWN OF OYSTER BAY

COMMISSIONER

DATE: _____, 2022

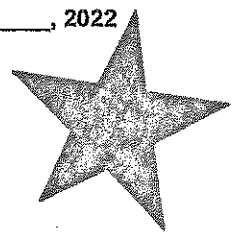
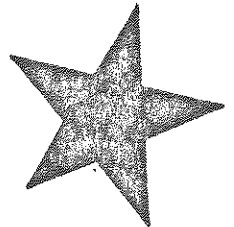


EXHIBIT A

CONTRACT TERMS & CONDITIONS

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

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



CONTRACT

This Contract, made the ____ day of _____, 2022 by and between the Town of Oyster Bay, by and through its Department of Community & Youth Services, having its principal offices at Town Hall, Audrey Avenue, Oyster Bay, New York 11771 (hereinafter referred to as TOWN) and Alexander Shillo, c/o Cathy SantoPietro having its principal office at 138 Pitkin Street, Manchester, CT 06040 hereinafter referred to as CONTRACTOR) will be in accordance with the following mutually agreed upon terms and conditions:

1. **CONTRACTOR agrees to provide services by:**

Salute to America

Alex Shillo's Tribute to Bruce Springsteen

a. **Type of performance:** Music Under the Stars 2022

b. **Contract Amount:** \$3,000.00

c. **Date, time and place of performance:**

DATE: Tuesday, July 12, 2022

TIME: 8:00 p.m. (after opening ceremony)

DURATION: 90 minutes

PLACE: Tobay Beach, Ocean Parkway
Massapequa, New York

2. Performances are as indicated above. Any request for changes in scheduling by CONTRACTOR must be submitted in writing and shall be subject to approval by TOWN. TOWN also reserves the right to make schedule changes pertaining to dates, times and locations as may be deemed in the best interest of the TOWN.
3. For all its services hereunder, including all salaries, costs and expenses, TOWN agrees to pay CONTRACTOR the sum of \$3,000.00. Payment to CONTRACTOR shall be made only after execution of this agreement and completion of all performances. Two weeks prior to the performance, CONTRACTOR must submit a duly certified *Town of Oyster Bay Claim Form* and CONTRACTOR's Invoice to be filed in the Office of the Comptroller of the TOWN.
4. CONTRACTOR agrees that it is, and at all times shall be deemed to be, an independent contractor, and shall not at any time or for any purpose be deemed an employee of TOWN. CONTRACTOR shall not in any manner whatsoever, by its actions or deed, commit TOWN to any obligation irrespective of the nature thereof. It is further understood and agreed that no agent, servant, nor employee of CONTRACTOR, or any participant in this performance shall, at any time or under any circumstance be deemed to be an agent, servant or employee of TOWN. CONTRACTOR affirms that it will pay and compensate all persons participating in this performance, and agrees to hold TOWN harmless from liability for payment of such services.
5. It is mutually acknowledged between the parties that no admission fee will be charged to the performance.

6. With respect to insurance, the CONTRACTOR is responsible for his or her liabilities and the liabilities of his or her Performer. The TOWN affirms its self-insured status for its own liabilities.
7. In addition to that which is set forth above, the CONTRACTOR agrees to *Exhibit A: Contract Terms & Conditions*, which is attached hereto and made a part hereof by reference.
8. CONTRACTOR shall not assign, transfer, sublet, or otherwise dispose of any part of this agreement without prior written consent of the TOWN.
9. **FORCE MAJEURE**

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

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

IN WITNESS WHEREOF, CONTRACTOR has executed this agreement the day and year first written above and TOWN has executed this agreement the _____ day of _____, 2022.

PAYMENT FOR ALL SERVICES MADE PAYABLE TO: ALEXANDER SHILLO

CATHY SANTOPIETRO

CONTRACTOR

DATE: _____, 2022

TOWN OF OYSTER BAY

COMMISSIONER

DATE: _____, 2022

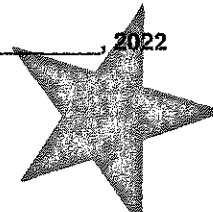
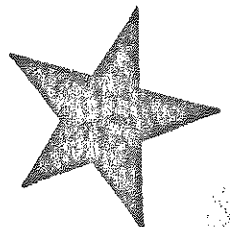


EXHIBIT A

CONTRACT TERMS & CONDITIONS

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

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



CONTRACT

This Contract, made the _____ day of _____, 2022 by and between the Town of Oyster Bay, by and through its Department of Community & Youth Services, having its principal offices at Town Hall, Audrey Avenue, Oyster Bay, New York 11771 (hereinafter referred to as TOWN) and Fireworks by Grucci, Inc., having its principal office at 20 Pinehurst Drive, Bellport, New York 11713 (hereinafter referred to as CONTRACTOR) will be in accordance with the following mutually agreed upon terms and conditions:

1. CONTRACTOR agrees to provide services by:

Fireworks by Grucci, Inc.

a. Type of performance: Music Under the Stars 2022

b. Contract Amount: \$13,525.00

c. Date, time and place of performance:

DATE: Tuesday, July 12, 2022

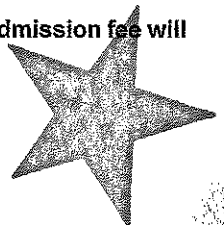
RAIN DATE: Wednesday, July 13, 2022

TIME: 9:45 – 10:00 p.m.

DURATION: 10 - 11 minutes

PLACE: Tobay Beach, Ocean Parkway
Massapequa, New York

2. Performances are as indicated above. Any request for changes in scheduling by CONTRACTOR must be submitted in writing and shall be subject to approval by TOWN. TOWN also reserves the right to make schedule changes pertaining to dates, times and locations as may be deemed in the best interest of the TOWN.
3. For all its services hereunder, including all salaries, costs and expenses, TOWN agrees to pay CONTRACTOR the sum of \$13,525.00. Payment to CONTRACTOR shall be made only after execution of this agreement and completion of all performances. Two weeks prior to the performance, CONTRACTOR must submit a duly certified *Town of Oyster Bay Claim Form* and CONTRACTOR's Invoice to be filed in the Office of the Comptroller of the TOWN.
4. CONTRACTOR agrees that it is, and at all times shall be deemed to be, an independent contractor, and shall not at any time or for any purpose be deemed an employee of TOWN. CONTRACTOR shall not in any manner whatsoever, by its actions or deed, commit TOWN to any obligation irrespective of the nature thereof. It is further understood and agreed that no agent, servant, nor employee of CONTRACTOR, or any participant in this performance shall, at any time or under any circumstance be deemed to be an agent, servant or employee of TOWN. CONTRACTOR affirms that it will pay and compensate all persons participating in this performance, and agrees to hold TOWN harmless from liability for payment of such services.
5. It is mutually acknowledged between the parties that no admission fee will be charged to the performance.



6. With respect to insurance, the CONTRACTOR is responsible for his or her liabilities and the liabilities of his or her Performer. The TOWN affirms its self-insured status for its own liabilities.
7. In addition to that which is set forth above, the CONTRACTOR agrees to *Exhibit A: Contract Terms & Conditions*, which is attached hereto and made a part hereof by reference.
8. CONTRACTOR shall not assign, transfer, sublet, or otherwise dispose of any part of this agreement without prior written consent of the TOWN.
9. **FORCE MAJEURE**

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

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

IN WITNESS WHEREOF, CONTRACTOR has executed this agreement the day and year first written above and TOWN has executed this agreement the _____ day of _____, 2022.

PAYMENT FOR ALL SERVICES MADE PAYABLE TO: FIREWORKS BY GRUCCI, INC.

FIREWORKS BY GRUCCI, INC.

CONTRACTOR

DATE: _____, 2022

TOWN OF OYSTER BAY

COMMISSIONER

DATE: _____, 2022

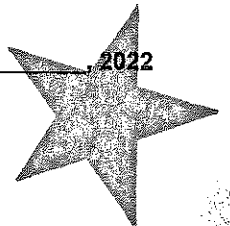
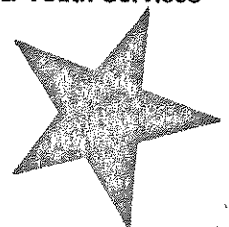


EXHIBIT A

CONTRACT TERMS & CONDITIONS

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

1. The scheduling of all performances shall be determined by the Commissioner of the Department of Community & Youth Services.
2. If the scheduled Performers are contracted through a separate agreement with CONTRACTOR, then CONTRACTOR is considered the Performers Agent and expressly warrants that he/she is authorized by Performer to execute this contract on behalf of the Performer.
3. All "Riders" imposed on CONTRACTOR by the Performer shall be satisfied by CONTRACTOR without any additional cost to the TOWN.
4. Any cancellation by a Performer will be the responsibility of CONTRACTOR to replace with a performer of equal or better rating, approved by the Commissioner of the Department of Community and Youth Services and at no additional cost to TOWN.
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14. No sale of any items by the CONTRACTOR shall be permitted without prior approval by the Commissioner of the Department of Community & Youth Services or her designee.



CONTRACT

This Contract, made the _____ day of _____, 2022 by and between the Town of Oyster Bay, by and through its Department of Community & Youth Services, having its principal offices at Town Hall, Audrey Avenue, Oyster Bay, New York 11771 (hereinafter referred to as TOWN) and William Giangrande, having its principal office at 1519 Wantagh Avenue, Wantagh, New York 11793 (hereinafter referred to as CONTRACTOR) will be in accordance with the following mutually agreed upon terms and conditions:

1. **CONTRACTOR agrees to provide services by:**

Bill Giangrande & the K9 Band

a. **Type of performance:** Music Under the Stars 2022

b. **Contract Amount:** \$2,000.00

c. **Date, time and place of performance:**

DATE: Wednesday, July 13, 2022

TIME: 8:00 p.m. (after opening ceremony)

DURATION: 90 minutes

PLACE: Tobay Beach, Ocean Parkway
Massapequa, New York

2. Performances are as indicated above. Any request for changes in scheduling by CONTRACTOR must be submitted in writing and shall be subject to approval by TOWN. TOWN also reserves the right to make schedule changes pertaining to dates, times and locations as may be deemed in the best interest of the TOWN.
3. For all its services hereunder, including all salaries, costs and expenses, TOWN agrees to pay CONTRACTOR the sum of \$2,000.00. Payment to CONTRACTOR shall be made only after execution of this agreement and completion of all performances. Two weeks prior to the performance, CONTRACTOR must submit a duly certified *Town of Oyster Bay Claim Form* and CONTRACTOR's Invoice to be filed in the Office of the Comptroller of the TOWN.
4. CONTRACTOR agrees that it is, and at all times shall be deemed to be, an independent contractor, and shall not at any time or for any purpose be deemed an employee of TOWN. CONTRACTOR shall not in any manner whatsoever, by its actions or deed, commit TOWN to any obligation irrespective of the nature thereof. It is further understood and agreed that no agent, servant, nor employee of CONTRACTOR, or any participant in this performance shall, at any time or under any circumstance be deemed to be an agent, servant or employee of TOWN. CONTRACTOR affirms that it will pay and compensate all persons participating in this performance, and agrees to hold TOWN harmless from liability for payment of such services.
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8. CONTRACTOR shall not assign, transfer, sublet, or otherwise dispose of any part of this agreement without prior written consent of the TOWN.
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Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Contract for failure or delay in fulfilling or performing any term of this Contract to the extent, and for so long as, such failure or delay is caused by or results from causes beyond the reasonable control of the affected party including but not limited to fire, floods, embargoes, war, acts of war (whether war be declared or not), acts of terrorism, epidemics, pandemics, insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority or the other party.

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

IN WITNESS WHEREOF, CONTRACTOR has executed this agreement the day and year first written above and TOWN has executed this agreement the _____ day of _____, 2022.

PAYMENT FOR ALL SERVICES MADE PAYABLE TO: WILLIAM GIANGRANDE

WILLIAM GIANGRANDE

CONTRACTOR

DATE: _____, 2022

TOWN OF OYSTER BAY

COMMISSIONER

DATE: _____, 2022

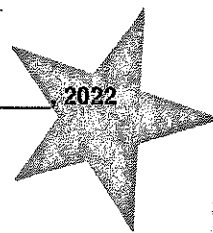


EXHIBIT A
CONTRACT TERMS & CONDITIONS

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

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

CONTRACT

This Contract, made the _____ day of _____, 2022 by and between the Town of Oyster Bay, by and through its Department of Community & Youth Services, having its principal offices at Town Hall, Audrey Avenue, Oyster Bay, New York 11771 (hereinafter referred to as TOWN) and Disco Unlimited Inc., c/o Cathy SantoPietro, having its principal office at 2335 61st Street, Brooklyn, New York 11204 (hereinafter referred to as CONTRACTOR) will be in accordance with the following mutually agreed upon terms and conditions:

1. **CONTRACTOR agrees to provide a performance by:**

Disco Unlimited (Hottest Disco Show & Dance Band on East Coast)

a. **Type of performance:** Music Under the Stars 2022

b. **Contract Amount:** \$4,000.00

c. **Date, time and place of performance:**

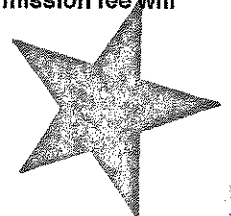
DATE: Saturday, July 16, 2022

TIME: 8:00 pm (after opening ceremony)

DURATION: 90 Minutes

PLACE: Syosset Woodbury Community Park
Syosset, New York

2. Performances are as indicated above. Any request for changes in scheduling by CONTRACTOR must be submitted in writing and shall be subject to approval by TOWN. TOWN also reserves the right to make schedule changes pertaining to dates, times and locations as may be deemed in the best interest of the TOWN.
3. For all its services hereunder, including all salaries, costs and expenses, TOWN agrees to pay CONTRACTOR the sum of \$4,000.00. Payment to CONTRACTOR shall be made only after execution of this agreement and completion of all performances. Two weeks prior to the performance, CONTRACTOR must submit a duly certified *Town of Oyster Bay Claim Form* and CONTRACTOR's Invoice to be filed in the Office of the Comptroller of the TOWN.
4. CONTRACTOR agrees that it is, and at all times shall be deemed to be, an independent contractor, and shall not at any time or for any purpose be deemed an employee of TOWN. CONTRACTOR shall not in any manner whatsoever, by its actions or deed, commit TOWN to any obligation irrespective of the nature thereof. It is further understood and agreed that no agent, servant, nor employee of CONTRACTOR, or any participant in this performance shall, at any time or under any circumstance be deemed to be an agent, servant or employee of TOWN. CONTRACTOR affirms that it will pay and compensate all persons participating in this performance, and agrees to hold TOWN harmless from liability for payment of such services.
5. It is mutually acknowledged between the parties that no admission fee will be charged to the performance.



6. With respect to insurance, the CONTRACTOR is responsible for his or her liabilities and the liabilities of his or her Performer. The TOWN affirms its self-insured status for its own liabilities.
7. In addition to that which is set forth above, the CONTRACTOR agrees to *Exhibit A: Contract Terms & Conditions*, which is attached hereto and made a part hereof by reference.
8. CONTRACTOR shall not assign, transfer, sublet, or otherwise dispose of any part of this agreement without prior written consent of the TOWN.
9. **FORCE MAJEURE**

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

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

IN WITNESS WHEREOF, CONTRACTOR has executed this agreement the day and year first written above and TOWN has executed this agreement the _____ day of _____, 2022.

PAYMENT FOR ALL SERVICES MADE PAYABLE TO: DISCO UNLIMITED INC.

DISCO UNLIMITED INC.

CONTRACTOR

DATE: _____, 2022

TOWN OF OYSTER BAY

COMMISSIONER

DATE: _____, 2022

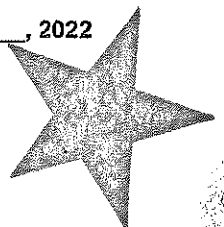
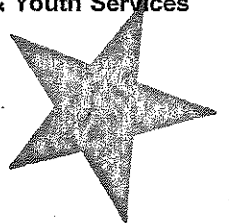


EXHIBIT A

CONTRACT TERMS & CONDITIONS

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

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



CONTRACT

This Contract, made the _____ day of _____, 2022 by and between the Town of Oyster Bay, by and through its Department of Community & Youth Services, having its principal offices at Town Hall, Audrey Avenue, Oyster Bay, New York 11771 (hereinafter referred to as TOWN) and NJ Star Productions Inc., c/o Barry Brown, having its principal office at 311 West Beech Street, Long Beach, New York 11561 (hereinafter referred to as CONTRACTOR) will be in accordance with the following mutually agreed upon terms and conditions:

1. CONTRACTOR agrees to provide a performance by:

Let's Hang On
(Frankie Valli Tribute Show)

a. Type of performance: Music Under the Stars 2022

b. Contract Amount: \$8,500.00

c. Date, time and place of performance:

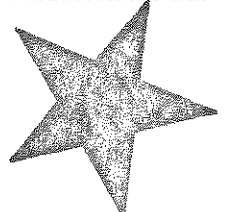
DATE: Tuesday, July 19, 2022

TIME: 8:00 pm (after opening ceremony)

DURATION: 90 Minutes

PLACE: John J. Burns Town Park
Massapequa, New York

2. Performances are as indicated above. Any request for changes in scheduling by CONTRACTOR must be submitted in writing and shall be subject to approval by TOWN. TOWN also reserves the right to make schedule changes pertaining to dates, times and locations as may be deemed in the best interest of the TOWN.
3. For all its services hereunder, including all salaries, costs and expenses, TOWN agrees to pay CONTRACTOR the sum of \$8,500.00. Payment to CONTRACTOR shall be made only after execution of this agreement and completion of all performances. Two weeks prior to the performance, CONTRACTOR must submit a duly certified *Town of Oyster Bay Claim Form* and CONTRACTOR's Invoice to be filed in the Office of the Comptroller of the TOWN.
4. CONTRACTOR agrees that it is, and at all times shall be deemed to be, an independent contractor, and shall not at any time or for any purpose be deemed an employee of TOWN. CONTRACTOR shall not in any manner whatsoever, by its actions or deed, commit TOWN to any obligation irrespective of the nature thereof. It is further understood and agreed that no agent, servant, nor employee of CONTRACTOR, or any participant in this performance shall, at any time or under any circumstance be deemed to be an agent, servant or employee of TOWN. CONTRACTOR affirms that it will pay and compensate all persons participating in this performance, and agrees to hold TOWN harmless from liability for payment of such services.
5. It is mutually acknowledged between the parties that no admission fee will be charged to the performance.



6. With respect to insurance, the CONTRACTOR is responsible for his or her liabilities and the liabilities of his or her Performer. The TOWN affirms its self-insured status for its own liabilities.
7. In addition to that which is set forth above, the CONTRACTOR agrees to *Exhibit A: Contract Terms & Conditions*, which is attached hereto and made a part hereof by reference.
8. CONTRACTOR shall not assign, transfer, sublet, or otherwise dispose of any part of this agreement without prior written consent of the TOWN.
9. **FORCE MAJEURE**

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

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

IN WITNESS WHEREOF, CONTRACTOR has executed this agreement the day and year first written above and TOWN has executed this agreement the _____ day of _____, 2022.

PAYMENT FOR ALL SERVICES MADE PAYABLE TO: NJ STAR PRODUCTIONS INC.

NJ STAR PRODUCTIONS INC.

CONTRACTOR

DATE: _____, 2022

TOWN OF OYSTER BAY

COMMISSIONER

DATE: _____, 2022

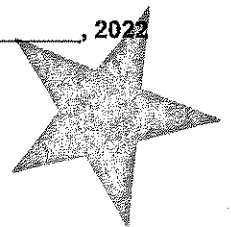
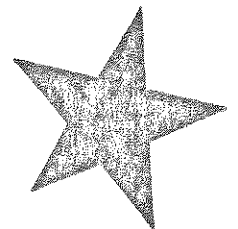


EXHIBIT A

CONTRACT TERMS & CONDITIONS

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

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



CONTRACT

This Contract, made the _____ day of _____, 2022 by and between the Town of Oyster Bay, by and through its Department of Community & Youth Services, having its principal offices at Town Hall, Audrey Avenue, Oyster Bay, New York 11771 (hereinafter referred to as TOWN) and The Gentlemen of Soul LSM, having its principal office at 100 Barron Circle, Apt. 1102, Somerset, New Jersey 08873 (hereinafter referred to as CONTRACTOR) will be in accordance with the following mutually agreed upon terms and conditions:

1. CONTRACTOR agrees to provide a performance by:

Gentlemen of Soul

a. Type of performance: Music Under the Stars 2022

b. Contract Amount: \$1,800.00

c. Date, time and place of performance:

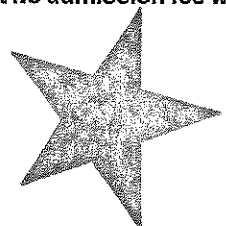
DATE: Wednesday, July 20, 2022

TIME: 8:00 pm (after opening ceremony)

DURATION: 90 Minutes

PLACE: Theodore Roosevelt Memorial
Park & Beach
Oyster Bay, New York

2. Performances are as indicated above. Any request for changes in scheduling by CONTRACTOR must be submitted in writing and shall be subject to approval by TOWN. TOWN also reserves the right to make schedule changes pertaining to dates, times and locations as may be deemed in the best interest of the TOWN.
3. For all its services hereunder, including all salaries, costs and expenses, TOWN agrees to pay CONTRACTOR the sum of \$1,800.00 Payment to CONTRACTOR shall be made only after execution of this agreement and completion of all performances. Two weeks prior to the performance, CONTRACTOR must submit a duly certified *Town of Oyster Bay Claim* Form and CONTRACTOR's Invoice to be filed in the Office of the Comptroller of the TOWN.
4. CONTRACTOR agrees that it is, and at all times shall be deemed to be, an independent contractor, and shall not at any time or for any purpose be deemed an employee of TOWN. CONTRACTOR shall not in any manner whatsoever, by its actions or deed, commit TOWN to any obligation irrespective of the nature thereof. It is further understood and agreed that no agent, servant, nor employee of CONTRACTOR, or any participant in this performance shall, at any time or under any circumstance be deemed to be an agent, servant or employee of TOWN. CONTRACTOR affirms that it will pay and compensate all persons participating in this performance, and agrees to hold TOWN harmless from liability for payment of such services.
5. It is mutually acknowledged between the parties that no admission fee will be charged to the performance.



6. With respect to insurance, the CONTRACTOR is responsible for his or her liabilities and the liabilities of his or her Performer. The TOWN affirms its self-insured status for its own liabilities.
7. In addition to that which is set forth above, the CONTRACTOR agrees to *Exhibit A: Contract Terms & Conditions*, which is attached hereto and made a part hereof by reference.
8. CONTRACTOR shall not assign, transfer, sublet, or otherwise dispose of any part of this agreement without prior written consent of the TOWN.
9. **FORCE MAJEURE**

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

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

IN WITNESS WHEREOF, CONTRACTOR has executed this agreement the day and year first written above and TOWN has executed this agreement the _____ day of _____, 2022.

PAYMENT FOR ALL SERVICES MADE PAYABLE TO: THE GENTLEMEN OF SOUL LLC

THE GENTLEMEN OF SOUL LLC

CONTRACTOR

DATE: _____, 2022

TOWN OF OYSTER BAY

COMMISSIONER

DATE: _____, 2022

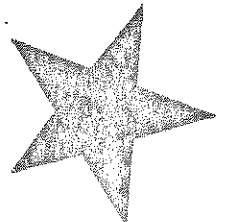


EXHIBIT A

CONTRACT TERMS & CONDITIONS

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

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



CONTRACT

This Contract, made the _____ day of _____, 2022 by and between the Town of Oyster Bay, by and through its Department of Community & Youth Services, having its principal offices at Town Hall, Audrey Avenue, Oyster Bay, New York 11771 (hereinafter referred to as TOWN) and Gary Weinlein, having its principal office at 10 Orford Street, Albany, New York 12205 (hereinafter referred to as CONTRACTOR) will be in accordance with the following mutually agreed upon terms and conditions:

1. CONTRACTOR agrees to provide a performance by:

Trilogy Tribute

(Mick Jagger, Janis Joplin & Jim Morrison)

a. Type of performance: Music Under the Stars 2022

b. Contract Amount: \$3,650.00

c. Date, time and place of performance:

DATE: Saturday, July 23, 2022

TIME: 8:00 pm (after opening ceremony)

DURATION: 90 Minutes

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

2. Performances are as indicated above. Any request for changes in scheduling by CONTRACTOR must be submitted in writing and shall be subject to approval by TOWN. TOWN also reserves the right to make schedule changes pertaining to dates, times and locations as may be deemed in the best interest of the TOWN.
3. For all its services hereunder, including all salaries, costs and expenses, TOWN agrees to pay CONTRACTOR the sum of \$3,650.00. Payment to CONTRACTOR shall be made only after execution of this agreement and completion of all performances. Two weeks prior to the performance, CONTRACTOR must submit a duly certified *Town of Oyster Bay Claim* Form and CONTRACTOR's Invoice to be filed in the Office of the Comptroller of the TOWN.
4. CONTRACTOR agrees that it is, and at all times shall be deemed to be, an independent contractor, and shall not at any time or for any purpose be deemed an employee of TOWN. CONTRACTOR shall not in any manner whatsoever, by its actions or deed, commit TOWN to any obligation irrespective of the nature thereof. It is further understood and agreed that no agent, servant, nor employee of CONTRACTOR, or any participant in this performance shall, at any time or under any circumstance be deemed to be an agent, servant or employee of TOWN. CONTRACTOR affirms that it will pay and compensate all persons participating in this performance, and agrees to hold TOWN harmless from liability for payment of such services.
5. It is mutually acknowledged between the parties that no admission fee will be charged to the performance.

6. With respect to insurance, the CONTRACTOR is responsible for his or her liabilities and the liabilities of his or her Performer. The TOWN affirms its self-insured status for its own liabilities.
7. In addition to that which is set forth above, the CONTRACTOR agrees to *Exhibit A: Contract Terms & Conditions*, which is attached hereto and made a part hereof by reference.
8. CONTRACTOR shall not assign, transfer, sublet, or otherwise dispose of any part of this agreement without prior written consent of the TOWN.
9. **FORCE MAJEURE**

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

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IN WITNESS WHEREOF, CONTRACTOR has executed this agreement the day and year first written above and TOWN has executed this agreement the _____ day of _____, 2022.

PAYMENT FOR ALL SERVICES MADE PAYABLE TO: GARY WEINLEIN

GARY WEINLEIN

CONTRACTOR

DATE: _____, 2022

TOWN OF OYSTER BAY

COMMISSIONER

DATE: _____ 2022

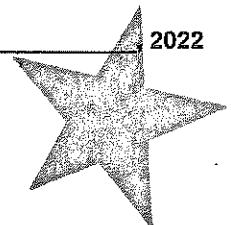
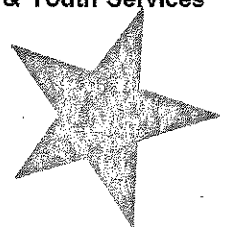


EXHIBIT A

CONTRACT TERMS & CONDITIONS

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

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



CONTRACT

This Contract, made the _____ day of _____, 2022 by and between the Town of Oyster Bay, by and through its Department of Community & Youth Services, having its principal offices at Town Hall, Audrey Avenue, Oyster Bay, New York 11771 (hereinafter referred to as TOWN) and Big Shot Tribute Band Corp., c/o Cathy SantoPietro having its principal office at 22610 Height Heron Way, Bradenton, FL 34202 (hereinafter referred to as CONTRACTOR) will be in accordance with the following mutually agreed upon terms and conditions:

1. CONTRACTOR agrees to provide a performance by:

Mike DelGuidice & Big Shot (Celebrating the Music of Billy Joel and More)

a. Type of performance: Music Under the Stars 2022

b. Contract Amount: \$15,000.00

c. Date, time and place of performance:

DATE: Tuesday, July 26, 2022

TIME: 8:00 pm (after opening ceremony)

DURATION: 90 Minutes

PLACE: John J. Burns Town Park
Massapequa, New York

2. Performances are as indicated above. Any request for changes in scheduling by CONTRACTOR must be submitted in writing and shall be subject to approval by TOWN. TOWN also reserves the right to make schedule changes pertaining to dates, times and locations as may be deemed in the best interest of the TOWN.
3. For all its services hereunder, including all salaries, costs and expenses, TOWN agrees to pay CONTRACTOR the sum of \$15,000.00. Payment to CONTRACTOR shall be made only after execution of this agreement and completion of all performances. Two weeks prior to the performance, CONTRACTOR must submit a duly certified *Town of Oyster Bay Claim Form* and CONTRACTOR's Invoice to be filed in the Office of the Comptroller of the TOWN.
4. CONTRACTOR agrees that it is, and at all times shall be deemed to be, an independent contractor, and shall not at any time or for any purpose be deemed an employee of TOWN. CONTRACTOR shall not in any manner whatsoever, by its actions or deed, commit TOWN to any obligation irrespective of the nature thereof. It is further understood and agreed that no agent, servant, nor employee of CONTRACTOR, or any participant in this performance shall, at any time or under any circumstance be deemed to be an agent, servant or employee of TOWN. CONTRACTOR affirms that it will pay and compensate all persons participating in this performance, and agrees to hold TOWN harmless from liability for payment of such services.
5. It is mutually acknowledged between the parties that no admission fee will be charged to the performance.



6. With respect to insurance, the CONTRACTOR is responsible for his or her liabilities and the liabilities of his or her Performer. The TOWN affirms its self-insured status for its own liabilities.
7. In addition to that which is set forth above, the CONTRACTOR agrees to *Exhibit A: Contract Terms & Conditions*, which is attached hereto and made a part hereof by reference.
8. CONTRACTOR shall not assign, transfer, sublet, or otherwise dispose of any part of this agreement without prior written consent of the TOWN.
9. **FORCE MAJEURE**

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

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

IN WITNESS WHEREOF, CONTRACTOR has executed this agreement the day and year first written above and TOWN has executed this agreement the _____ day of _____, 2022.

PAYMENT FOR ALL SERVICES MADE PAYABLE TO: BIG SHOT TRIBUTE BAND CORP.

BIG SHOT TRIBUTE BAND CORP.

CONTRACTOR

DATE: _____, 2022

TOWN OF OYSTER BAY

COMMISSIONER

DATE: _____, 2022

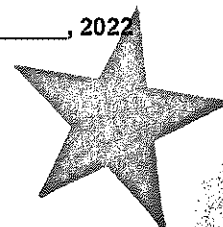


EXHIBIT A
CONTRACT TERMS & CONDITIONS

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

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



CONTRACT

This Contract, made the _____ day of _____, 2022 by and between the Town of Oyster Bay, by and through its Department of Community & Youth Services, having its principal offices at Town Hall, Audrey Avenue, Oyster Bay, New York 11771 (hereinafter referred to as TOWN) and Queen Bean Music LLC., having its principal office at 114 Rocklyn Avenue, Lynbrook, New York 11563 (hereinafter referred to as CONTRACTOR) will be in accordance with the following mutually agreed upon terms and conditions:

1. CONTRACTOR agrees to provide a performance by:

The Jill Gioia Band

(Legends of Rock)

a. Type of performance: Music Under the Stars 2022

b. Contract Amount: \$2,000.00

c. Date, time and place of performance:

DATE: Wednesday, July 27, 2022

TIME: 8:00 pm (after opening ceremony)

DURATION: 90 Minutes

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

2. Performances are as indicated above. Any request for changes in scheduling by CONTRACTOR must be submitted in writing and shall be subject to approval by TOWN. TOWN also reserves the right to make schedule changes pertaining to dates, times and locations as may be deemed in the best interest of the TOWN.
3. For all its services hereunder, including all salaries, costs and expenses, TOWN agrees to pay CONTRACTOR the sum of \$2,000.00. Payment to CONTRACTOR shall be made only after execution of this agreement and completion of all performances. Two weeks prior to the performance, CONTRACTOR must submit a duly certified *Town of Oyster Bay Claim Form* and CONTRACTOR's Invoice to be filed in the Office of the Comptroller of the TOWN.
4. CONTRACTOR agrees that it is, and at all times shall be deemed to be, an independent contractor, and shall not at any time or for any purpose be deemed an employee of TOWN. CONTRACTOR shall not in any manner whatsoever, by its actions or deed, commit TOWN to any obligation irrespective of the nature thereof. It is further understood and agreed that no agent, servant, nor employee of CONTRACTOR, or any participant in this performance shall, at any time or under any circumstance be deemed to be an agent, servant or employee of TOWN. CONTRACTOR affirms that it will pay and compensate all persons participating in this performance, and agrees to hold TOWN harmless from liability for payment of such services.
5. It is mutually acknowledged between the parties that no admission fee will be charged to the performance.

6. With respect to insurance, the CONTRACTOR is responsible for his or her liabilities and the liabilities of his or her Performer. The TOWN affirms its self-insured status for its own liabilities.
7. In addition to that which is set forth above, the CONTRACTOR agrees to *Exhibit A: Contract Terms & Conditions*, which is attached hereto and made a part hereof by reference.
8. CONTRACTOR shall not assign, transfer, sublet, or otherwise dispose of any part of this agreement without prior written consent of the TOWN.
9. **FORCE MAJEURE**

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

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

IN WITNESS WHEREOF, CONTRACTOR has executed this agreement the day and year first written above and TOWN has executed this agreement the _____ day of _____, 2022.

PAYMENT FOR ALL SERVICES MADE PAYABLE TO: QUEEN BEAN MUSIC LLC

QUEEN BEAN MUSIC LLC

CONTRACTOR

DATE: _____, 2022

TOWN OF OYSTER BAY

COMMISSIONER

DATE: _____, 2022

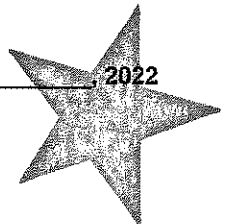
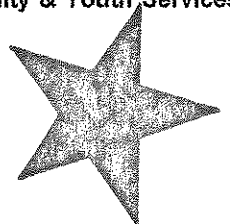


EXHIBIT A

CONTRACT TERMS & CONDITIONS

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

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



CONTRACT

This Contract, made the _____ day of _____, 2022 by and between the Town of Oyster Bay, by and through its Department of Community & Youth Services, having its principal offices at Town Hall, Audrey Avenue, Oyster Bay, New York 11771 (hereinafter referred to as TOWN) and Lucilu Productions, Inc., c/o Stephanie Gold, having its principal office at 2 Swirl Lane, Levittown, New York 11756 (hereinafter referred to as CONTRACTOR) will be in accordance with the following mutually agreed upon terms and conditions:

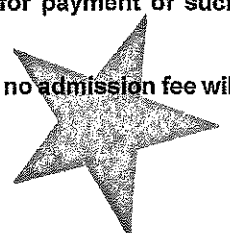
1. CONTRACTOR agrees to provide a performance by:

Country Festival
(Ultimate Aldean, Luke Bryan Tribute & Tim McGraw Tribute)

- a. Type of performance: Music Under the Stars 2022
- b. Contract Amount: \$17,250.00
- c. Date, time and place of performance:

DATE:	Saturday, July 30, 2022
TIME:	6:00 pm (after opening ceremony)
DURATION:	90 Minutes (each performer)
PLACE:	John J. Burns Town Park Massapequa, New York

2. Performances are as indicated above. Any request for changes in scheduling by CONTRACTOR must be submitted in writing and shall be subject to approval by TOWN. TOWN also reserves the right to make schedule changes pertaining to dates, times and locations as may be deemed in the best interest of the TOWN.
3. For all its services hereunder, including all salaries, costs and expenses, TOWN agrees to pay CONTRACTOR the sum of \$17,250.00. Payment to CONTRACTOR shall be made only after execution of this agreement and completion of all performances. Two weeks prior to the performance, CONTRACTOR must submit a duly certified *Town of Oyster Bay Claim Form* and CONTRACTOR's invoice to be filed in the Office of the Comptroller of the TOWN.
4. CONTRACTOR agrees that it is, and at all times shall be deemed to be, an independent contractor, and shall not at any time or for any purpose be deemed an employee of TOWN. CONTRACTOR shall not in any manner whatsoever, by its actions or deed, commit TOWN to any obligation irrespective of the nature thereof. It is further understood and agreed that no agent, servant, nor employee of CONTRACTOR, or any participant in this performance shall, at any time or under any circumstance be deemed to be an agent, servant or employee of TOWN. CONTRACTOR affirms that it will pay and compensate all persons participating in this performance, and agrees to hold TOWN harmless from liability for payment of such services.
5. It is mutually acknowledged between the parties that no admission fee will be charged to the performance.



6. With respect to insurance, the CONTRACTOR is responsible for his or her liabilities and the liabilities of his or her Performer. The TOWN affirms its self-insured status for its own liabilities.
7. In addition to that which is set forth above, the CONTRACTOR agrees to *Exhibit A: Contract Terms & Conditions*, which is attached hereto and made a part hereof by reference.
8. CONTRACTOR shall not assign, transfer, sublet, or otherwise dispose of any part of this agreement without prior written consent of the TOWN.
9. **FORCE MAJEURE**

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

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

IN WITNESS WHEREOF, CONTRACTOR has executed this agreement the day and year first written above and TOWN has executed this agreement the _____ day of _____, 2022.

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

LUCILU PRODUCTIONS, INC.

CONTRACTOR

DATE: _____, 2022

TOWN OF OYSTER BAY

COMMISSIONER

DATE: _____, 2022

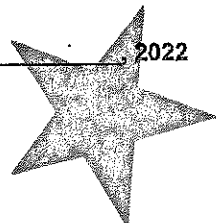
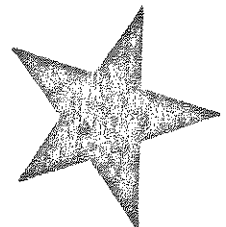


EXHIBIT A

CONTRACT TERMS & CONDITIONS

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

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



CONTRACT

This Contract, made the ____ day of _____, 2022 by and between the Town of Oyster Bay, by and through its Department of Community & Youth Services, having its principal offices at Town Hall, Audrey Avenue, Oyster Bay, New York 11771 (hereinafter referred to as TOWN) and Dr. K's Motown Revue, c/o Paul Korman, having its principal office at 75 Blacksmith Road, Levittown, New York 11756 (hereinafter referred to as CONTRACTOR) will be in accordance with the following mutually agreed upon terms and conditions:

1. CONTRACTOR agrees to provide a performance by:

Dr. K's Motown Revue (America's #1 Authentic Motown Revue Band)

a. Type of performance: Music Under the Stars 2022

b. Contract Amount: \$3,500.00

c. Date, time and place of performance:

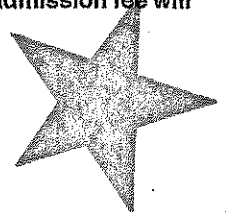
DATE: Tuesday, August 2, 2022

TIME: 8:00 pm (after opening ceremony)

DURATION: 90 Minutes

PLACE: John J. Burns Town Park
Massapequa, New York

2. Performances are as indicated above. Any request for changes in scheduling by CONTRACTOR must be submitted in writing and shall be subject to approval by TOWN. TOWN also reserves the right to make schedule changes pertaining to dates, times and locations as may be deemed in the best interest of the TOWN.
3. For all its services hereunder, including all salaries, costs and expenses, TOWN agrees to pay CONTRACTOR the sum of \$3,500.00. Payment to CONTRACTOR shall be made only after execution of this agreement and completion of all performances. Two weeks prior to the performance, CONTRACTOR must submit a duly certified *Town of Oyster Bay Claim Form* and CONTRACTOR's Invoice to be filed in the Office of the Comptroller of the TOWN.
4. CONTRACTOR agrees that it is, and at all times shall be deemed to be, an independent contractor, and shall not at any time or for any purpose be deemed an employee of TOWN. CONTRACTOR shall not in any manner whatsoever, by its actions or deed, commit TOWN to any obligation irrespective of the nature thereof. It is further understood and agreed that no agent, servant, nor employee of CONTRACTOR, or any participant in this performance shall, at any time or under any circumstance be deemed to be an agent, servant or employee of TOWN. CONTRACTOR affirms that it will pay and compensate all persons participating in this performance, and agrees to hold TOWN harmless from liability for payment of such services.
5. It is mutually acknowledged between the parties that no admission fee will be charged to the performance.



6. With respect to insurance, the CONTRACTOR is responsible for his or her liabilities and the liabilities of his or her Performer. The TOWN affirms its self-insured status for its own liabilities.
7. In addition to that which is set forth above, the CONTRACTOR agrees to *Exhibit A: Contract Terms & Conditions*, which is attached hereto and made a part hereof by reference.
8. CONTRACTOR shall not assign, transfer, sublet, or otherwise dispose of any part of this agreement without prior written consent of the TOWN.
9. **FORCE MAJEURE**

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

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

IN WITNESS WHEREOF, CONTRACTOR has executed this agreement the day and year first written above and TOWN has executed this agreement the _____ day of _____, 2022.

PAYMENT FOR ALL SERVICES MADE PAYABLE TO: Dr. K's MOTOWN REVUE

DR. K'S MOTOWN REVUE

→ _____
CONTRACTOR

→ DATE: _____, 2022

TOWN OF OYSTER BAY

COMMISSIONER

DATE: _____, 2022

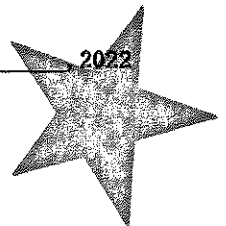


EXHIBIT A

CONTRACT TERMS & CONDITIONS

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

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



CONTRACT

This Contract, made the ____ day of _____, 2022 by and between the Town of Oyster Bay, by and through its Department of Community & Youth Services, having its principal offices at Town Hall, Audrey Avenue, Oyster Bay, New York 11771 (hereinafter referred to as TOWN) and BonJourneyNY, having its principal office at 9 Aquaview Ct., Huntington, New York 11743 (hereinafter referred to as CONTRACTOR) will be in accordance with the following mutually agreed upon terms and conditions:

1. CONTRACTOR agrees to provide a performance by:

BonJourneyNY

(A tribute to Bon Jovi & Journey)

a. Type of performance: Music Under the Stars 2022

b. Contract Amount: \$2,200.00

c. Date, time and place of performance:

DATE: Wednesday, August 3, 2022

TIME: 8:00 pm (after opening ceremony)

DURATION: 90 Minutes

PLACE: Plainview Old Bethpage Community Park
Plainview, New York

2. Performances are as indicated above. Any request for changes in scheduling by CONTRACTOR must be submitted in writing and shall be subject to approval by TOWN. TOWN also reserves the right to make schedule changes pertaining to dates, times and locations as may be deemed in the best interest of the TOWN.
3. For all its services hereunder, including all salaries, costs and expenses, TOWN agrees to pay CONTRACTOR the sum of \$2,200.00. Payment to CONTRACTOR shall be made only after execution of this agreement and completion of all performances. Two weeks prior to the performance, CONTRACTOR must submit a duly certified *Town of Oyster Bay Claim Form* and CONTRACTOR's Invoice to be filed in the Office of the Comptroller of the TOWN.
4. CONTRACTOR agrees that it is, and at all times shall be deemed to be, an independent contractor, and shall not at any time or for any purpose be deemed an employee of TOWN. CONTRACTOR shall not in any manner whatsoever, by its actions or deed, commit TOWN to any obligation irrespective of the nature thereof. It is further understood and agreed that no agent, servant, nor employee of CONTRACTOR, or any participant in this performance shall, at any time or under any circumstance be deemed to be an agent, servant or employee of TOWN. CONTRACTOR affirms that it will pay and compensate all persons participating in this performance, and agrees to hold TOWN harmless from liability for payment of such services.
5. It is mutually acknowledged between the parties that no admission fee will be charged to the performance.



6. With respect to insurance, the CONTRACTOR is responsible for his or her liabilities and the liabilities of his or her Performer. The TOWN affirms its self-insured status for its own liabilities.
7. In addition to that which is set forth above, the CONTRACTOR agrees to *Exhibit A: Contract Terms & Conditions*, which is attached hereto and made a part hereof by reference.
8. CONTRACTOR shall not assign, transfer, sublet, or otherwise dispose of any part of this agreement without prior written consent of the TOWN.
9. **FORCE MAJEURE**

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

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

IN WITNESS WHEREOF, CONTRACTOR has executed this agreement the day and year first written above and TOWN has executed this agreement the _____ day of _____, 2022.

PAYMENT FOR ALL SERVICES MADE PAYABLE TO: BonJourneyNY

BonJourneyNY

CONTRACTOR

DATE: _____, 2022

TOWN OF OYSTER BAY

COMMISSIONER

DATE: _____, 2022

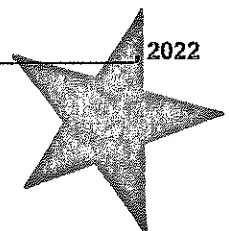
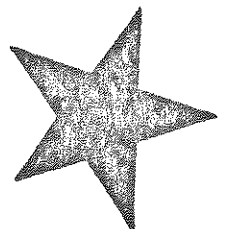


EXHIBIT A

CONTRACT TERMS & CONDITIONS

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

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



CONTRACT

This Contract, made the _____ day of _____, 2022 by and between the Town of Oyster Bay, by and through its Department of Community & Youth Services, having its principal offices at Town Hall, Audrey Avenue, Oyster Bay, New York 11771 (hereinafter referred to as TOWN) and Back Stage Pass Media Productions Inc., c/o Peter Mazzeo, having its principal office at 190 Asharoken Avenue, Northport, New York 11768 (hereinafter referred to as CONTRACTOR) will be in accordance with the following mutually agreed upon terms and conditions:

1. CONTRACTOR agrees to provide a performance by:

NY Bee Gees Tribute Show

(Playing the Bee Gees Greatest Hits)

a. Type of performance: Music Under the Stars 2022

b. Contract Amount: \$7,000.00

c. Date, time and place of performance:

DATE: Saturday, August 6, 2022

TIME: 8:00 pm (after opening ceremony)

DURATION: 90 Minutes

PLACE: John J. Burns Town Park
Massapequa, New York

2. Performances are as indicated above. Any request for changes in scheduling by CONTRACTOR must be submitted in writing and shall be subject to approval by TOWN. TOWN also reserves the right to make schedule changes pertaining to dates, times and locations as may be deemed in the best interest of the TOWN.
3. For all its services hereunder, including all salaries, costs and expenses, TOWN agrees to pay CONTRACTOR the sum of \$7,000.00. Payment to CONTRACTOR shall be made only after execution of this agreement and completion of all performances. Two weeks prior to the performance, CONTRACTOR must submit a duly certified *Town of Oyster Bay Claim Form* and CONTRACTOR's Invoice to be filed in the Office of the Comptroller of the TOWN.
4. CONTRACTOR agrees that it is, and at all times shall be deemed to be, an independent contractor, and shall not at any time or for any purpose be deemed an employee of TOWN. CONTRACTOR shall not in any manner whatsoever, by its actions or deed, commit TOWN to any obligation irrespective of the nature thereof. It is further understood and agreed that no agent, servant, nor employee of CONTRACTOR, or any participant in this performance shall, at any time or under any circumstance be deemed to be an agent, servant or employee of TOWN. CONTRACTOR affirms that it will pay and compensate all persons participating in this performance, and agrees to hold TOWN harmless from liability for payment of such services.
5. It is mutually acknowledged between the parties that no admission fee will be charged to the performance.



6. With respect to insurance, the CONTRACTOR is responsible for his or her liabilities and the liabilities of his or her Performer. The TOWN affirms its self-insured status for its own liabilities.
7. In addition to that which is set forth above, the CONTRACTOR agrees to *Exhibit A: Contract Terms & Conditions*, which is attached hereto and made a part hereof by reference.
8. CONTRACTOR shall not assign, transfer, sublet, or otherwise dispose of any part of this agreement without prior written consent of the TOWN.
9. **FORCE MAJEURE**

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

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

IN WITNESS WHEREOF, CONTRACTOR has executed this agreement the day and year first written above and TOWN has executed this agreement the _____ day of _____, 2022.

PAYMENT FOR ALL SERVICES MADE PAYABLE TO: BACK STAGE PASS MEDIA PRODUCTIONS INC.

BACK STAGE PASS MEDIA PROD. INC.

→ _____
CONTRACTOR

→ DATE: _____, 2022

TOWN OF OYSTER BAY

COMMISSIONER

DATE: _____, 2022

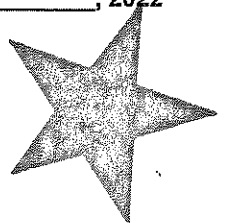
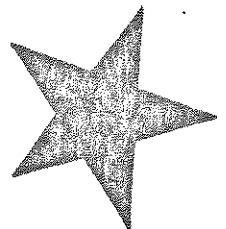


EXHIBIT A

CONTRACT TERMS & CONDITIONS

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

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



CONTRACT

This Contract, made the _____ day of _____, 2022 by and between the Town of Oyster Bay, by and through its Department of Community & Youth Services, having its principal offices at Town Hall, Audrey Avenue, Oyster Bay, New York 11771 (hereinafter referred to as TOWN) and Neon Entertainment LLC, having its principal office at 49 Forest Avenue, Oakdale, New York 11769 (hereinafter referred to as CONTRACTOR) will be in accordance with the following mutually agreed upon terms and conditions:

1. CONTRACTOR agrees to provide a performance by:

The Ronald Reagan's

(80's vs. 90's)

a. Type of performance: Music Under the Stars 2022

b. Contract Amount: \$2,000.00

c. Date, time and place of performance:

DATE: Tuesday, August 9, 2022

TIME: 8:00 pm (after opening ceremony)

DURATION: 90 Minutes

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

2. Performances are as indicated above. Any request for changes in scheduling by CONTRACTOR must be submitted in writing and shall be subject to approval by TOWN. TOWN also reserves the right to make schedule changes pertaining to dates, times and locations as may be deemed in the best interest of the TOWN.
3. For all its services hereunder, including all salaries, costs and expenses, TOWN agrees to pay CONTRACTOR the sum of \$2,000.00. Payment to CONTRACTOR shall be made only after execution of this agreement and completion of all performances. Two weeks prior to the performance, CONTRACTOR must submit a duly certified *Town of Oyster Bay Claim Form* and CONTRACTOR's Invoice to be filed in the Office of the Comptroller of the TOWN.
4. CONTRACTOR agrees that it is, and at all times shall be deemed to be, an independent contractor, and shall not at any time or for any purpose be deemed an employee of TOWN. CONTRACTOR shall not in any manner whatsoever, by its actions or deed, commit TOWN to any obligation irrespective of the nature thereof. It is further understood and agreed that no agent, servant, nor employee of CONTRACTOR, or any participant in this performance shall, at any time or under any circumstance be deemed to be an agent, servant or employee of TOWN. CONTRACTOR affirms that it will pay and compensate all persons participating in this performance, and agrees to hold TOWN harmless from liability for payment of such services.
5. It is mutually acknowledged between the parties that no admission fee will be charged to the performance.



6. With respect to insurance, the CONTRACTOR is responsible for his or her liabilities and the liabilities of his or her Performer. The TOWN affirms its self-insured status for its own liabilities.
7. In addition to that which is set forth above, the CONTRACTOR agrees to *Exhibit A: Contract Terms & Conditions*, which is attached hereto and made a part hereof by reference.
8. CONTRACTOR shall not assign, transfer, sublet, or otherwise dispose of any part of this agreement without prior written consent of the TOWN.
9. **FORCE MAJEURE**

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

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

IN WITNESS WHEREOF, CONTRACTOR has executed this agreement the day and year first written above and TOWN has executed this agreement the _____ day of _____, 2022.

PAYMENT FOR ALL SERVICES MADE PAYABLE TO: NEON ENTERTAINMENT LLC

NEON ENTERTAINMENT LLC

CONTRACTOR

DATE: _____, 2022

TOWN OF OYSTER BAY

COMMISSIONER

DATE: _____ 2022

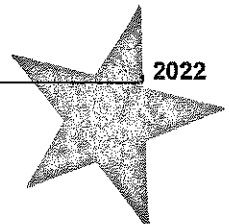


EXHIBIT A

CONTRACT TERMS & CONDITIONS

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

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



CONTRACT

This Contract, made the _____ day of _____, 2022 by and between the Town of Oyster Bay, by and through its Department of Community & Youth Services, having its principal offices at Town Hall, Audrey Avenue, Oyster Bay, New York 11771 (hereinafter referred to as TOWN) and Yogi Productions, Inc. c/o Frank Bellucci, having its principal office at 343 Concord Court, Dix Hills, New York 11746 (hereinafter referred to as CONTRACTOR) will be in accordance with the following mutually agreed upon terms and conditions:

1. CONTRACTOR agrees to provide a performance by:

**SHINING STAR TRIBUTE
(EARTH, WIND AND FIRE TRIBUTE BAND)**

a. Type of performance: Music Under the Stars 2022

b. Contract Amount: \$3,500.00

- c. Date, time and place of performance:

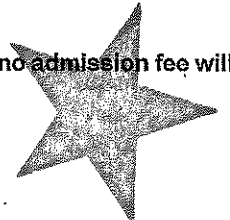
DATE: Wednesday, August 10, 2022

TIME: 8:00 pm (after opening ceremony)

DURATION: 90 Minutes

PLACE: Syosset Woodbury Community Park
Woodbury, New York

2. Performances are as indicated above. Any request for changes in scheduling by CONTRACTOR must be submitted in writing and shall be subject to approval by TOWN. TOWN also reserves the right to make schedule changes pertaining to dates, times and locations as may be deemed in the best interest of the TOWN.
3. For all its services hereunder, including all salaries, costs and expenses, TOWN agrees to pay CONTRACTOR the sum of \$3,500.00. Payment to CONTRACTOR shall be made only after execution of this agreement and completion of all performances. Two weeks prior to the performance, CONTRACTOR must submit a duly certified *Town of Oyster Bay Claim Form* and CONTRACTOR's Invoice to be filed in the Office of the Comptroller of the TOWN.
4. CONTRACTOR agrees that it is, and at all times shall be deemed to be, an independent contractor, and shall not at any time or for any purpose be deemed an employee of TOWN. CONTRACTOR shall not in any manner whatsoever, by its actions or deed, commit TOWN to any obligation irrespective of the nature thereof. It is further understood and agreed that no agent, servant, nor employee of CONTRACTOR, or any participant in this performance shall, at any time or under any circumstance be deemed to be an agent, servant or employee of TOWN. CONTRACTOR affirms that it will pay and compensate all persons participating in this performance, and agrees to hold TOWN harmless from liability for payment of such services.
5. It is mutually acknowledged between the parties that no admission fee will be charged to the performance.



6. With respect to insurance, the CONTRACTOR is responsible for his or her liabilities and the liabilities of his or her Performer. The TOWN affirms its self-insured status for its own liabilities.
7. In addition to that which is set forth above, the CONTRACTOR agrees to *Exhibit A: Contract Terms & Conditions*, which is attached hereto and made a part hereof by reference.
8. CONTRACTOR shall not assign, transfer, sublet, or otherwise dispose of any part of this agreement without prior written consent of the TOWN.
9. **FORCE MAJEURE**

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

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

IN WITNESS WHEREOF, CONTRACTOR has executed this agreement the day and year first written above and TOWN has executed this agreement the _____ day of _____, 2022.

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

YOGI PRODUCTIONS, INC.

→ _____
CONTRACTOR

→ DATE: _____, 2022

TOWN OF OYSTER BAY

COMMISSIONER

DATE: _____, 2022

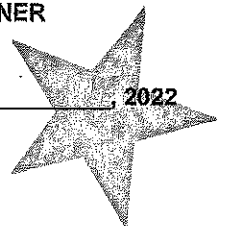


EXHIBIT A

CONTRACT TERMS & CONDITIONS

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

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



CONTRACT

This Contract, made the _____ day of _____, 2022 by and between the Town of Oyster Bay, by and through its Department of Community & Youth Services, having its principal offices at Town Hall, Audrey Avenue, Oyster Bay, New York 11771 (hereinafter referred to as TOWN) and Lucilu Productions, Inc., c/o Stephanie Gold, having its principal office at 2 Swirl Lane, Levittown, New York 11756 (hereinafter referred to as CONTRACTOR) will be in accordance with the following mutually agreed upon terms and conditions:

1. CONTRACTOR agrees to provide a performance by:

The Beat Goes On featuring Lisa McClowry as Cher

a. Type of performance: Music Under the Stars 2022

b. Contract Amount: \$17,000.00

- c. Date, time and place of performance:

DATE: Saturday, August 13, 2022

TIME: 8:00 pm (after opening ceremony)

DURATION: 90 Minutes

PLACE: John J. Burns Town Park
Massapequa, New York

2. Performances are as indicated above. Any request for changes in scheduling by CONTRACTOR must be submitted in writing and shall be subject to approval by TOWN. TOWN also reserves the right to make schedule changes pertaining to dates, times and locations as may be deemed in the best interest of the TOWN.
3. For all its services hereunder, including all salaries, costs and expenses, TOWN agrees to pay CONTRACTOR the sum of \$17,000.00. Payment to CONTRACTOR shall be made only after execution of this agreement and completion of all performances. Two weeks prior to the performance, CONTRACTOR must submit a duly certified *Town of Oyster Bay Claim Form* and CONTRACTOR's Invoice to be filed in the Office of the Comptroller of the TOWN.
4. CONTRACTOR agrees that it is, and at all times shall be deemed to be, an independent contractor, and shall not at any time or for any purpose be deemed an employee of TOWN. CONTRACTOR shall not in any manner whatsoever, by its actions or deed, commit TOWN to any obligation irrespective of the nature thereof. It is further understood and agreed that no agent, servant, nor employee of CONTRACTOR, or any participant in this performance shall, at any time or under any circumstance be deemed to be an agent, servant or employee of TOWN. CONTRACTOR affirms that it will pay and compensate all persons participating in this performance, and agrees to hold TOWN harmless from liability for payment of such services.
5. It is mutually acknowledged between the parties that no admission fee will be charged to the performance.

6. With respect to insurance, the CONTRACTOR is responsible for his or her liabilities and the liabilities of his or her Performer. The TOWN affirms its self-insured status for its own liabilities.
7. In addition to that which is set forth above, the CONTRACTOR agrees to *Exhibit A: Contract Terms & Conditions*, which is attached hereto and made a part hereof by reference.
8. CONTRACTOR shall not assign, transfer, sublet, or otherwise dispose of any part of this agreement without prior written consent of the TOWN.
9. **FORCE MAJEURE**

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

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

IN WITNESS WHEREOF, CONTRACTOR has executed this agreement the day and year first written above and TOWN has executed this agreement the _____ day of _____, 2022.

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

LUCILU PRODUCTIONS, INC.

CONTRACTOR

DATE: _____, 2022

TOWN OF OYSTER BAY

COMMISSIONER

DATE: _____, 2022

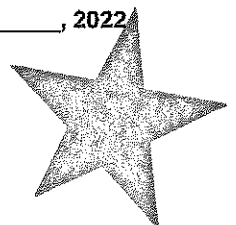
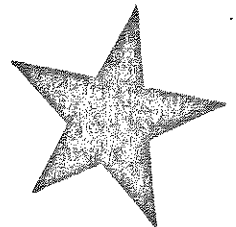


EXHIBIT A

CONTRACT TERMS & CONDITIONS

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

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



Contract

This Contract, made 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 Tammi Wolfarth, 60 Bayview Avenue, Amityville, New York 11701 (hereinafter referred to as "CONTRACTOR") in consideration of mutual interests provided for hereby, the parties herein agree as follows:

Performance by: Tammi Wolfarth

Date: Various

Location: Various

Amount: \$1,800.00

In consideration of these services, the Friends of the Community Services Department, Inc., agrees to pay CONTRACTOR the sum of eighteen hundred dollars and 00/100. 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.

TAMMI WOLFARTH

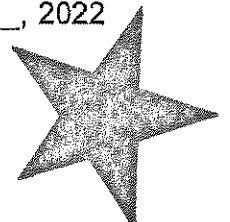
CONTRACTOR

DATE: _____, 2022

TOWN OF OYSTER BAY

COMMISSIONER

DATE: _____, 2022



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 Cathy SantoPietro, 314 79th Street, Suite 8A, Brooklyn, New York 11209 (hereinafter referred to as "CONTRACTOR") in consideration of mutual interests provided for hereby, the parties herein agree as follows:

Performance by: Mike DelGuidice & Big Shot Tribute Band Corp.

Date: Tuesday, July 26, 2022

Location: John J. Burns Town Park, Massapequa, New York

Amount: \$500.00

In consideration of these services, the Friends of the Community Service Department, Inc., agrees to pay CONTRACTOR the sum of five hundred dollars and 00/100. If Mike DelGuidice and Big Shot Tribute Band Corp. 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.

CATHY SANTOPIETRO

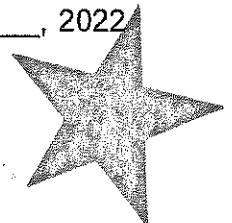
CONTRACTOR

DATE: _____, 2022

TOWN OF OYSTER BAY

COMMISSIONER

DATE: _____, 2022



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 Ernie Sites, Post Office Box 660, Wendall, Idaho 83355 (hereinafter referred to as "CONTRACTOR") in consideration of mutual interests provided for hereby, the parties herein agree as follows:

Performance by: Ernie Sites

Date: Saturday, July 30, 2022

Location: John J. Burns Town Park, Massapequa, New York

Amount: \$1,000.00

In consideration of these services, the Friends of the Community Service Department, Inc., agrees to pay CONTRACTOR the sum of five hundred dollars and 00/100. 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.

ERNIE SITES

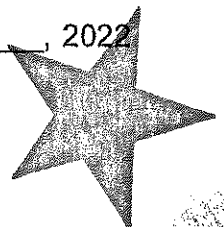
CONTRACTOR

DATE: _____, 2022

TOWN OF OYSTER BAY

COMMISSIONER

DATE: _____, 2022



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 YPD, Inc., c/o Yvonne Dagger, 62 Sunset Blvd., Massapequa, New York 11758 (hereinafter referred to as "CONTRACTOR") in consideration of mutual interests provided for hereby, the parties herein agree as follows:

Performance by: YPD, Inc.

Date: Thursday, August 4, 2022

Location: Plainview Old Bethpage Community Park, Plainview

Amount: \$150.00

In consideration of these services, the Friends of the Community Services Department, Inc., agrees to pay CONTRACTOR the sum of one hundred and fifty dollars and 00/100. 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.

YPD, INC.

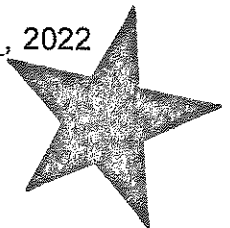
→ _____
CONTRACTOR

→ DATE: _____, 2022

TOWN OF OYSTER BAY

COMMISSIONER

DATE: _____, 2022



Meeting of June 28, 2022

Resolution No 453-2022

WHEREAS, by Resolution No. 372-2022, adopted May 24, 2022, the Town Board authorized the Department of Community and Youth Services to co-sponsor the Fall 2022 Distinguish Artists Concert Series, with various public libraries throughout the Town of Oyster Bay, and to enter into agreements with various artists to render performances on the specified dates, times and locations, and authorized execution of these agreements by the Supervisor or his duly authorized designee with the said artists; and

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated June 9, 2022, requested that the Town Board amend Resolution No. 372-2022, adopted May 24, 2022, by amending the "check payable to" recipient for the November 6, 2022 performance by Joseph B. Guthrie, to authorize payment to Guthrie Brothers, LLC, with all other terms and conditions of Resolution No. 372-2022, adopted May 24, 2022, to remain unchanged; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further advised that the Inspector General reviewed the Vendor's Disclosure Questionnaire and is satisfied that the requirements of the Town of Oyster Bay Procurement Policy have been satisfied,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and Resolution No. 372-2022, adopted May 24, 2022, is hereby amended, to amend the "check payable to" recipient for the November 6, 2022 performance by Joseph B. Guthrie, to authorize payment to Guthrie Brothers, LLC, with all other terms and conditions of Resolution No. 372-2022, adopted May 24, 3033, to remain unchanged.

-#-

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

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

7/1/22
Reviewed By
Office of Town Attorney
Elizabeth A. Taughman

TOWN OF OYSTER BAY
Inter-Departmental Memorandum

June 9, 2022

TO: Memorandum Docket

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

SUBJECT: Amend Town Board Resolution No. 372-2022, dated May 24, 2022

The Department of Community and Youth Services request Town Board authorization to amend Town Board Resolution No. 372-2022, dated May 24, 2022. The Resolution authorized the Department to enter into contracts with various vendors for the Fall 2022 Distinguished Artist Concert Series.

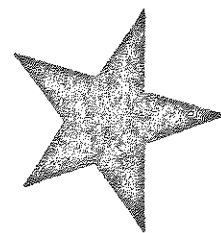
The Department is seeking authorization to amend the "Check payable to" recipient for the performance of November 6, 2022. The Resolution states that the check be made payable to Joseph B. Guthrie. The Department is now requesting to have the check made payable to Guthrie Brothers, LLC.

The Office of the Inspector General has reviewed the Vendor's Disclosure Questionnaire and is satisfied that the Procurement policy has been fulfilled.

All other terms and conditions of Town Board Resolution No. 372-2022, dated May 24, 2022 shall remain the same.


Maureen A. Fitzgerald
Commissioner

MAF:lw
Attachments



Meeting of May 24, 2022

Resolution No 372-2022

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated May 5, 2022, requested that the Town Board authorize the Department of Community and Youth Services to co-sponsor the Fall 2022 Distinguished 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 following terms and provisions:

1. The Town and the individual library shall each pay \$350.00 toward the noted performance.
2. The Town's responsibility shall not exceed \$4,500.00 for the Fall 2022 portion of the Concert series; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further requested that the Town Board authorize the Supervisor, and/or his duly appointed designee, and/or the Commissioner of the Department of Community and Youth Services, 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 Inspector General reviewed the listed performers' vendor disclosure questionnaires and is satisfied that the requirements of the Town of Oyster Bay Procurement Policy have been satisfied,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby accepted and approved, and that the Department of Community and Youth Services is hereby authorized to co-sponsor the Fall 2022 Distinguished 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, and/or the Commissioner of the Department of Community and Youth Services, are hereby authorized to execute the aforementioned agreements; and be it further

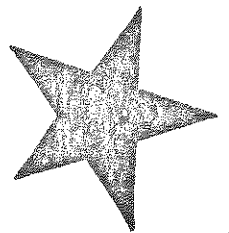
RESOLVED, That the funds for the payment of said performances shall be drawn from Account No. CYS A 7020 47660 000 0000 (Special Events); and be it further

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	Absent
Councilwoman Maier	Aye
Councilwoman Walsh	Aye



Reviewed By
Office of Town Attorney
Ralph A. Deady

Contract number: 45-2022

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 Guthrie Brothers, LLC., located at 146 Arch Street, Ramsay, New Jersey 07446 (hereinafter referred to as "CONTRACTOR") in consideration of mutual interests provided for hereby, the parties herein agree as follows:

Performance by: Guthrie Brothers

Date: November 6, 2022

Time: 2:00 PM (a 75-90 minute performance is required)

Location: Bethpage Public Library

Amount: \$350.00

In consideration of these services, the TOWN agrees to pay CONTRACTOR the sum of Three hundred and fifty 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.

GUTHRIE BROTHERS, LLC

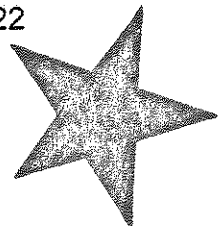
→ _____
CONTRACTOR

→ DATE: _____, 2022

TOWN OF OYSTER BAY

COMMISSIONER

DATE: _____, 2022



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 XXX, located at XXXX, XXX, (hereinafter referred to as "CONTRACTOR") in consideration of mutual interests provided for hereby, the parties herein agree as follows:

Performance by: XXXX

Date: XXXX

Time: XXX

Location: XXX

Contact: XXX

Amount: XXXX

In consideration of these services, the TOWN agrees to pay CONTRACTOR the sum of xxxxxxxxxxxxxxxxxxxxxxxxx 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 CONTRACTOR's invoice and the claim form provided by TOWN.

XXX

CONTRACTOR

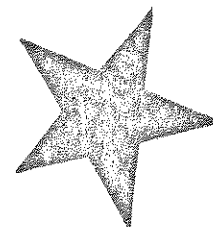
DATE: _____

TOWN OF OYSTER BAY

COMMISSIONER

DATE: _____

Reviewed By
Office of Town Attorney

Meeting of June 28, 2022

Resolution No 454-2022

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated June 13, 2022, requested Town Board authorization to issue a refund in the amount of \$475.00 to Jung Ho Hwang of the Korean Catholic Apostolate, 690 Woodbury Road, Woodbury, NY 11797, to reimburse him for a deposit made for an August 29, 2022 golf outing at the Town of Oyster Bay Joseph Colby Golf Course which he must now cancel; and

WHEREAS, based on the Town of Oyster Bay refund policy, Mr. Ho Hwang is entitled to receive a refund of the \$500.00 registration fee less the 5 percent administrative fee of \$25.00, thereby making his total refund \$475.00,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of Parks is hereby authorized and directed to issue a refund in the amount of \$475.00 to Mr. Ho Hwang; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. PKS A 0001 02025 523 0000; and be it further

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

-#-

Reviewed By
Office of Town Attorney
Theresa
America Waite

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

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

454

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO: MEMORANDUM DOCKET

FROM: Joseph G. Pinto, Commissioner
Department of Parks

DATE: June 13, 2022

SUBJECT: "Korean Catholic Apostolate" Refund - 2022 Town of Oyster Bay Golf Outing

The Department of Parks respectfully requests Town Board approval for a refund to be issued to Jung Ho Hwang of the Korean Catholic Apostolate, 690 Woodbury Road, Woodbury, NY 11797 for a deposit made towards an August 29, 2022 golf outing at the Town of Oyster Bay Joseph Colby Golf Course which he now needs to cancel.

Mr. Ho Hwang is eligible to receive the refund, minus a 5% administrative fee, as follows:

Golf Outing Deposit	\$500.00
<u>Less 5% Administrative Fee</u>	<u>\$ 25.00</u>
TOTAL REFUND	\$475.00 (Four Hundred Seventy-five Dollars and 00/100)

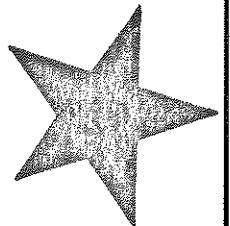
The Office of the Comptroller has reviewed all pertinent information relating to this request and recommends that the Town Board approve this refund. Therefore, Town Board approval of the aforementioned refund is requested.

Kindly debit the following account: PKS A 0001 02025 523 0000.



Joseph G. Pinto
COMMISSIONER

JGP/sc



Meeting of June 28, 2022

Resolution No 455-2022

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated June 10, 2022, requested Town Board authorization to issue a refund in the amount of \$1,710.00 to Charles Brisbane, 10 Valley Road, Locust Valley, NY 11560, to reimburse him for payment made for a boat slip at Harry J. Tappen Marina, Glenwood Landing, for which he no longer has a need; and

WHEREAS, based on the Town of Oyster Bay refund policy, Mr. Brisbane is entitled to receive a refund of the \$1,800.00 boat slip fee less the 5 percent administrative fee of \$90.00, thereby making his total refund \$1,710.00,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of Parks is hereby authorized and directed to issue a refund in the amount of \$1,710.00 to Mr. Brisbane; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. PKS A 0001 02025 526 0000; and be it further

RESOLVED, That the 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
Domenica Walte

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

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

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

455

TO: MEMORANDUM DOCKET

FROM: Joseph G. Pinto, Commissioner
Department of Parks

DATE: June 10, 2022

SUBJECT: Charles Brisbane Refund – 2022 Tappen Marina Boat Slip Refund

The Department of Parks respectfully requests Town Board approval for a refund to be issued to Charles Brisbane, 10 Valley Road, Locust Valley, NY 11560 towards the payment he made for a boat slip at Harry J. Tappen Marina for which he no longer has need.

Mr. Brisbane is eligible to receive the refund, minus a 5% administrative fee, as follows:

Tappen Slip Fee (Slip R11)	\$1800.00
<u>Less 5% Administrative Fee</u>	<u>\$ 90.00</u>
TOTAL REFUND	\$1710.00 (One Thousand Seven Hundred Ten Dollars and 00/100 Cents)

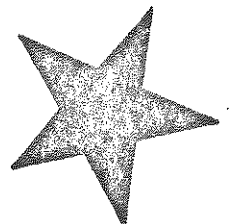
The Office of the Comptroller has reviewed all pertinent information relating to this request and recommends that the Town Board approve this refund. Therefore, Town Board approval of the aforementioned refund is requested.

Kindly debit the following account: PKS A 0001 02025 526 0000.



Joseph G. Pinto
COMMISSIONER

JGP/sc



Meeting of June 28, 2022

Resolution No 456-2022

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated June 10, 2022, requested Town Board authorization to issue a refund in the amount of \$2,128.00 to Adam Boll, 1 Hamilton Court, Glen Head, NY 11545, to reimburse him for a payment made for a boat slip at Harry J. Tappen Marina, Glenwood Landing, for which he no longer has a need; and

WHEREAS, based on the Town of Oyster Bay refund policy, Mr. Boll is entitled to receive a refund of the \$2,240.00 boat slip fee less the 5 percent administrative fee of \$112.00, thereby making his total refund \$2,218.00,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of Parks is hereby authorized and directed to issue a refund in the amount of \$2,218.00 to Mr. Boll; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. PKS A 0001 02025 526 0000; and be it further

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

-#-

Reviewed By
Office of Town Attorney
Monica Wolfe

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

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

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

450

TO: MEMORANDUM DOCKET

FROM: Joseph G. Pinto, Commissioner
Department of Parks

DATE: June 10, 2022

SUBJECT: Adam Boll Refund – 2022 Tappen Marina Boat Slip Refund

The Department of Parks respectfully requests Town Board approval for a refund to be issued to Adam Boll, 1 Hamilton Court, Glen Head, NY 11545 towards the payment he made for a boat slip at Harry J. Tappen Marina for which he no longer has need.

Mr. Boll is eligible to receive the refund, minus a 5% administrative fee, as follows:

Tappen Slip Fee (28' Boat)	\$2240.00
Less 5% Administrative Fee	\$ 112.00
TOTAL REFUND	\$2128.00 (Two Thousand One Hundred Twenty-Eight Dollars and 00/100 Cents)

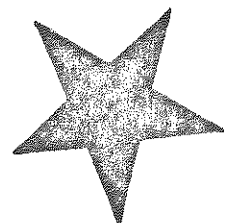
The Office of the Comptroller has reviewed all pertinent information relating to this request and recommends that the Town Board approve this refund. Therefore, Town Board approval of the aforementioned refund is requested.

Kindly debit the following account: PKS A 0001 02025 526 0000.



Joseph G. Pinto
COMMISSIONER

JGP/sc



Meeting of June 28, 2022

Resolution No 457-2022

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated June 10, 2022, requested Town Board authorization to issue a refund in the amount of \$350.00 to Christine Swett, 394 Charles Avenue, Massapequa Park, NY, for fees paid to participate in the 2022 Town of Oyster Bay Summer Ice Hockey Program for which she registered in error,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Department of Parks is hereby authorized to issue a refund in the amount of \$350.00 to Christine Swett, 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
Danica Wolfe

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

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

457

TOWN OF OYSTER BAY
Inter-Departmental Memorandum

TO: MEMORANDUM DOCKET

FROM: Joseph G. Pinto, Commissioner
Department of Parks

DATE: June 10, 2022

SUBJECT: Christine Swett Refund - 2022 Town of Oyster Bay Summer Ice Hockey Program

The Department of Parks respectfully requests Town Board approval for a refund in the amount of Three Hundred Fifty Dollars and 00/100 Cents (\$350.00) to Christine Swett, 394 Charles Avenue, Massapequa Park, NY for fees paid for the 2022 Town of Oyster Bay Summer Ice Hockey Program for which she registered in error.

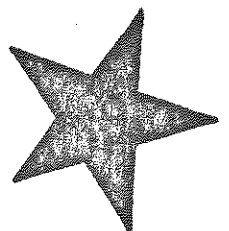
The Office of the Comptroller has reviewed all pertinent information relating to this request and recommends that the Town Board approve this refund. Therefore, Town Board approval of the aforementioned refund is requested.

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



Joseph G. Pinto
COMMISSIONER

JGP/sc



Meeting of June 28, 2022

Resolution No.458 -2022

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated June 13, 2022, requested Town Board authorization to issue refunds, minus the 10 percent administrative fee, to the following residents who have advised that their children will no longer be able to attend the Town of Oyster Bay Summer Recreation Program as planned:

Name	Address	Park	Number of children registered	Number of children withdrawing	Total Paid	Less 10% Fee	Total Refund
Susan Agostini	35 Linwood Place Massapequa Park, NY 11758	Marjorie Post	1	1	\$675	\$67.50	\$607.50
Ross Gillman	22 Richfield Street Plainview, NY 11758	Plainview - Old Bethpage	3 (\$675 +\$575+\$575)	1	\$1825	\$57.50	\$517.50
Karla Kelly	156 Hamilton Ave Massapequa, NY 11758	Marjorie Post	1	1	\$675	\$67.50	\$607.50
Lindsay McCarthy	14 Roxbury Lane Massapequa, NY 11758	Marjorie Post	1	1	\$675	\$67.50	\$607.50
Lauren Quezada	142 E. Zoranne Dr Farmingdale, NY 11735	Ellsworth Allen	2 (\$500+\$400)	2	\$900	\$90.00	\$810.00
Gina Siple	14 School Street Glen Head, NY 11545	Tappen Beach	1	1	\$500	\$50.00	\$450.00
Isabella Tsioptsias	208 Radcliff Dr East Norwich, NY 11732	Theodore Roosevelt	1	1	\$500	\$50.00	\$450.00
Elizabeth Villanada	299 Philadelphia Ave Massapequa Park, NY 11762	Marjorie Post	1	1	\$675	\$67.50	\$607.50
Yanyun Zheng	20 Elderberry Road Syosset, NY 11791	Syosset-Woodbury	2 (\$675+\$575)	2	\$1,250	\$125.00	\$1,125

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 the above listed refunds; and be it further

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

Reviewed By
Office of Town Attorney
Domenica Walke

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	Absent
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

458

TO: MEMORANDUM DOCKET

FROM: Joseph G. Pinto, Commissioner
Department of Parks

DATE: June 13, 2022

SUBJECT: 2022 Town of Oyster Bay Summer Recreation Program Refunds

The Department of Parks has received correspondence from the residents listed below notifying us that their child(ren) will no longer be able to attend the 2022 Summer Recreation Program as planned. Consequently, our office respectfully requests Town Board approval for the following refunds, minus a 10% administrative fee, as follows:

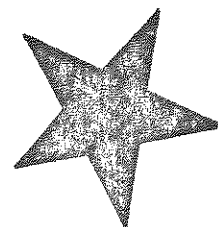
Name	Address	Park	Number of Children Registered	Number of Children Withdrawing	Total Paid	Less 10% Fee	Total Refund	Vendor #
Susan Agostini	35 Linwood Place Massapequa Park, NY 11758	Marjorie Post	1	1	\$675	\$67.50	\$607.50	
Ross Gillman	22 Richfield Street Plainview, NY 11758	Plainview-Old Bethpage	3 (\$675 + \$575 + \$575)	1	\$1825	\$57.50	\$517.50	
Karla Kelly	156 Hamilton Avenue Massapequa, NY 11758	Marjorie Post	1	1	\$675	\$67.50	\$607.50	
Lindsey McCarthy	14 Roxbury Lane Massapequa, NY 11758	Marjorie Post	1	1	\$675	\$67.50	\$607.50	
Lauren Quezada	142 E. Zoranne Drive Farmingdale, NY 11735	Ellsworth Allen	2 (\$500 + \$400)	2	\$900	\$90.00	\$810.00	
Gina Siple	14 School Street Glen Head, NY 11803	Tappen	1	1	\$500	\$50.00	\$450.00	
Isabella Tsiptsias	208 Radcliff Drive East Norwich, NY 11732	Theodore Roosevelt	1	1	\$500	\$50.00	\$450.00	
Elizabeth Villanada	299 Philadelphia Avenue Massapequa Park, NY 11762	Marjorie Post	1	1	\$675	\$67.50	\$607.50	
Yanyun Zheng	20 Elderberry Road Syosset, NY 11791	Syosset-Woodbury	2 (\$675 + \$575)	2	\$1,250	\$125.00	\$1,125.00	

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

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


Joseph G. Pinto
COMMISSIONER

JGP/sc



Meeting of June 28, 2022

Resolution No 459-2022

WHEREAS, by Resolution No. 48-2022, adopted on February 8, 2022, the Town Board authorized the Department of Parks to conduct two Town of Oyster Bay Car Show Long Island events to be held at TOBAY Beach, and further authorized the Department of Parks to employ the services of a dedicated judging staff to adjudicate the events, with a number of judges not to exceed twenty (20) per event, and each individual judge's fee not to exceed one hundred fifty dollars (\$150.00) per event; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated June 8, 2022, requested that the Town Board amend Resolution No. 48-2022, by increasing the number of judges permitted to judge from twenty (20) judges per event to a number of judges not to exceed thirty (30) judges per event,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and Resolution No. 48-2022 is hereby amended to increase the number of judges permitted to judge from twenty (20) judges per event to a number of judges not to exceed thirty (30) judges per event; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, and that the funds for said payment are to be drawn from Account No. TWN TA 0000 00085 438 0000.

-#-

Reviewed By
Office of Town Attorney

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

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

TO: MEMORANDUM DOCKET

FROM: JOSEPH G. PINTO, Commissioner
Department of Parks

THROUGH: ANDREW ROTHSTEIN, Director of Operations
Department of Parks

DATE: June 8, 2022

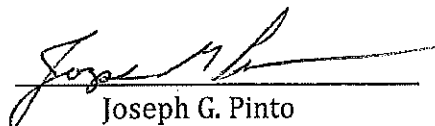
SUBJECT: Resolution No. 48-2022
Town of Oyster Bay Car Show Long Island


Resolution No. 48-2022, adopted by the Town Board on February 8, 2022, authorized the Department of Parks to conduct two Town of Oyster Bay Car Show Long Island events scheduled for Saturday April 30, 2022 and Sunday October 2, 2022 at Tobay Beach.

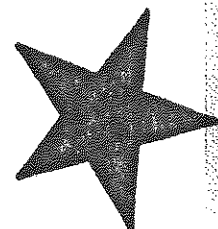
Resolution No. 48 -2022 also granted the Commissioner of the Department of Parks, or his designee, the authority to employ the services of a dedicated judging staff to adjudicate for the 2022 Car Show Long Island Events with an individual fee not to exceed \$150. with the number of judges not to exceed 20 judges per event.

After the adoption of the Resolution, it has been determined, by the department that additional judges are necessary, based on the volume of vehicles to be judged, at each event. Accordingly, the Department of Parks is requesting that Resolution No. 48-2022 be amended to increase the number of judges per show from 20 judges per event to no more than 30 judges.

The Department of Parks recommends Town Board approval.


Joseph G. Pinto
Commissioner


Andrew Rothstein
Director of Operations



Meeting of February 8, 2022

Resolution No. 48-2022

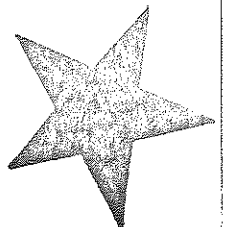
WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated January 12, 2022, requested Town Board approval to conduct two Town of Oyster Bay Car Show Long Island events, to be held at TOBAY Beach, on Saturday, April 30, 2022, from 11:00 am to 4:00 pm, with a rain date set for Sunday, May 1, 2022; and on Sunday, October 2, 2022, from 11:00 am to 4:00 pm, with a rain date set for Sunday, October 9, 2022, or as otherwise determined by the Department of Parks, as well as Town Board approval to accept Vehicle Registration Fees for said event, along with Sponsor Fees, Vendor Fees, Exhibitor Fees, Mobile Food Concession Fees and commemorative merchandise revenue; and

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

WHEREAS, Commissioner Pinto, by said memorandum, further requested authorization to incorporate the use of mobile food concessions to provide food and beverage, in lieu of the then-current Town Food and Beverage Concessionaire, and requested a waiver of the provisions of Chapter 173, Sections 173-10 to 173-18, of the Code of the Town of Oyster Bay - Peddlers, provided that all mobile food concessions shall be in compliance with the provisions of the New York State Sanitary Code and shall possess any and all necessary, valid and current, insurance, permissions and permits required by the Nassau County Department of Health, and also requested authorization to charge each such participating mobile food concessions a fee not to exceed Two Hundred Fifty (\$250.00) Dollars per event, all fees collected for each event to be deposited in the Town of Oyster Bay General Fund Account No. TWN A 0001 02770 590 0000; and

WHEREAS, Commissioner Pinto, by said memorandum, further requested approval for event entertainment to be provided through the Department of Parks, by the then-current Town Concessionaire at TOBAY Beach and/or a participating sponsor(s) of that event, with the talent selection to be approved by the Commissioner of the Department of Parks or his designee, with the entertainment fees to be satisfied solely by or in conjunction with the Department of Parks, the then-current Town Concessionaire at TOBAY Beach and/or a participating sponsor(s) of that event, and shall not exceed a total amount of \$4,500.00 for each such event, with any partial or whole fees billed to the Town by the entertainment group to be drawn from the Town of Oyster Bay Car Shows Program Trust Account No. TWN TA 0000 00085 438 0000 in accordance with Guideline 5, Section b of the Town Procurement Policy; and

Reviewed By
Office of Town Attorney
[Signature]



Resolution No. 48-2022

WHEREAS, Commissioner Pinto, by said memorandum, further requested approval to set a Fifteen (\$15.00) Dollar Registration Fee for all vehicles pre-registered prior to the day of each event, and a Twenty-Five (\$25.00) Dollar Registration Fee for all vehicles registering on the day of each event; and

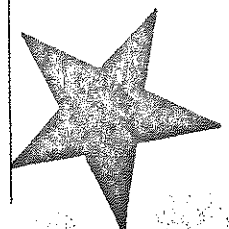
WHEREAS, Commissioner Pinto, by said memorandum, further requested approval to offer the following sponsorship levels with varying valuation amounts and promotional opportunities: Presenting Sponsor with a monetary valuation set by the Department, which value shall not exceed Five Thousand (\$5,000.00) Dollars, Event Sponsor with a monetary valuation set by the Department, which value shall not exceed Two Thousand Five Hundred (\$2,500.00) Dollars, Sponsor with a monetary valuation set by the Department, which value shall not exceed One Thousand (\$1,000.00) Dollars, In-Kind Sponsor based on their commitment of service and/or promotional value provided to the event, to be determined by the Commissioner of the Department of Parks or his designee; and

WHEREAS, Commissioner Pinto, by said memorandum, further requested approval to offer Vendors the opportunity to sell products directly to the public and to offer Exhibitors the opportunity to display product and distribute product-related literature, each such Vendor or Exhibitor to be allotted a specific 10 foot x 15 foot area at the event as designated by the Department of Parks, and up to two 8 foot tables, one 6 foot table and one 10 foot x 10 foot tent, said tables and tents to be provided by each Vendor and Exhibitor, with a monetary valuation set by the Department, which value shall not exceed One Hundred Fifty (\$150.00) Dollars; and

WHEREAS, Commissioner Pinto, by said memorandum, further confirmed that each such Sponsor, Vendor, and Exhibitor shall be a legal, accredited business in good standing with the State of New York and will be required to provide such documentation upon request, including, but not limited to a then-current certificate of insurance naming the Town of Oyster Bay as an additional insured; and

WHEREAS, Commissioner Pinto, by said memorandum, further confirmed that all media-based organizations partnering with the Town of Oyster Bay for Car Show Long Island events, shall be permitted the right to sell new sponsorships, brought in jointly with the Town, and equally share any revenues (50%/50%) upon reconciliation of said event; and

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



Resolution No. 48-2022

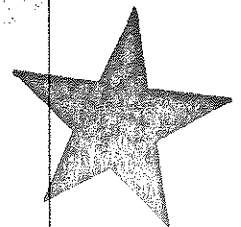
WHEREAS, Commissioner Pinto, by said memorandum, further requested Town Board approval to employ the services of a dedicated judging staff to adjudicate the aforesaid Town of Oyster Bay Car Show Long Island events, said judges to be recognized and selected by the Commissioner of the Department of Parks or his designee based on their expertise and knowledge of classic, antique and show cars, which is in accordance with Guideline 5, Section 6, of the Town's Procurement Policy, whereby the procurement of judges is exempt from the solicitation, written proposal and response requirements of the policy, with the number of judges not to exceed twenty (20) per event, and each individual judge's fee not to exceed One Hundred Fifty (\$150.00) Dollars per event, with payment of such fees to be drawn from the Oyster Bay Car Show Trust Account No. TWN TA 0000 00085 438 0000; and

WHEREAS, Commissioner Pinto, by said memorandum, further requested approval to produce commemorative merchandise highlighting the events to be sold by the Department at each event, such merchandise to be ordered in compliance with the Town's procurement policy, such merchandise to be available for public purchase at each event at a price to be determined by the Parks Department, and which shall not exceed Twenty (\$20.00) Dollars per item; and

WHEREAS, Commissioner Pinto, by said memorandum, further requested approval to hire an outside organization or company to arrange for insurance and transportation for specialty vehicles and/or show cars to appear in either or both shows to help promote and/or benefit the show, which cost of such service shall not exceed Five Hundred (\$500.00) Dollars per vehicle, with payment to be drawn from the Oyster Bay Car Show Trust Account No. TWN TA 0000 00085 438 0000; and

WHEREAS, all monies collected from each event, including, but not limited to, Vehicle Registration Fees, Sponsor Fees, Vendor Fees, Exhibitor Fees, Mobile Food Concession Fees, and commemorative merchandise revenue shall be deposited in the Town of Oyster General Fund Account No. TWN A 0001 02770 590 0000. Upon event reconciliation, 35% of total monies received from the event shall be transferred to the Town of Oyster Bay Car Shows Program Trust Account No. TWN TA 0000 00085 438 0000 to be used to develop and execute future events for the Town of Oyster Bay. Additionally, a working bank shall be established prior to each event to allow on site staff to facilitate the proper change for day-of registrants and/or merchandise sales; and

WHEREAS, event expenses including, but not limited to, signage, branded merchandise, trophies, promotional advertising, such as print, radio, television, internet and computerized pre-recorded messaging, shall not exceed the total amount of Seventeen Thousand



Resolution No.48 -2022

Five Hundred (\$17,500.00) Dollars, and shall be paid from the Town of Oyster Bay Car Shows Program Trust Account No. TWN TA 0000 00085 438 0000. Any further event expenses incurred (pursuant to the Town's procurement policy) not listed that are deemed appropriate by the Commissioner of the Department of Parks or his designee shall not exceed the total amount of Two Thousand Five Hundred (\$2,500.00) Dollars, and shall be paid from the Town of Oyster Bay Car Shows Program Trust Account No. TWN TA 0000 00085 438 0000; and

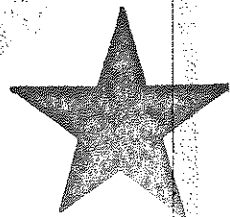
WHEREAS, the Town Board deems these events to be an appropriate and worthwhile endeavor, and has determined that the approval of this request will benefit the residents of the Town of Oyster Bay,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby accepted and approved, and the Department of Parks is hereby authorized to conduct two Town of Oyster Bay Car Show Long Island events to be held at TOBAY Beach, on Saturday, April 30, 2022, from 11:00 am to 4:00 pm, with a rain date set for Sunday, May 1, 2022; and on Sunday, October 2, 2022, from 11:00 am to 4:00 pm, with a rain date set for Sunday, October 9, 2022, or as otherwise determined by the Department, upon the terms as requested by Commissioner Pinto in his memorandum dated January 12, 2022, and as set forth hereinabove.

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

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



Meeting of June 28, 2022

Resolution No 460-2022

Reviewed By
Office of Town Attorney
Ralph P. Harley

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated June 7, 2022, requested Town Board approval for the Piping Rock Club to use the west end of the Stehli Beach Parking Field, so that the Club's employees may hold their "Liberty Bell Dinner Dance" upon said Field, from 4:00 p.m. to 2:00 a.m., on Saturday, July 2, 2022, with the date and times of the aforementioned event to be subject to be changed at the discretion of the Commissioner of the Department of Parks, or his duly authorized designee; and

WHEREAS, Commissioner Pinto, by said memorandum, requested further, that the Town Board waive all facility use fees, parking fees and equipment fees associated with the execution of said event,

NOW, THEREFORE, BE IT RESOLVED, that the hereinabove set forth request is hereby approved, and the Department of Parks is hereby authorized to provide the Piping Rock Club with the use of the Stehli Beach Parking Field, so that the Club's employees may hold their "Liberty Bell Dinner Dance" upon said Field, from 4:00 p.m. to 2:00 a.m., on Saturday, July 22, 2022, with the date and times of the aforementioned event to be subject to be changed at the discretion of the Commissioner of the Department of Parks, or his duly authorized designee; and be it further

RESOLVED, that the Town Board hereby waives all facility use fees, parking fees and equipment fees associated with the execution of said event, and be it further

RESOLVED, that the proper permits for the use of the west end of Stehli Beach Parking Field shall be obtained through the Division of Parks, of the Department of Parks.

#

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

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

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMORANDUM

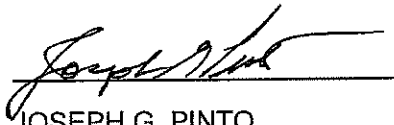
TO: MEMORANDUM DOCKET
FROM: JOSEPH G. PINTO, COMMISSIONER
DEPARTMENT OF PARKS
DATE: June 7, 2022
SUBJECT: Piping Rock Liberty Bell Dinner Dance – Parking at Stehli

The Department of Parks is seeking Town Board approval to grant Piping Rock Club the use of west end of Stehli Beach parking lot for employees for their Liberty Bell Dinner Dance on Saturday, July 2, 2022 from 4:00 PM to 2:00 AM. Dates and times of the event may be changed at the discretion of the Commissioner of Parks or his designee.

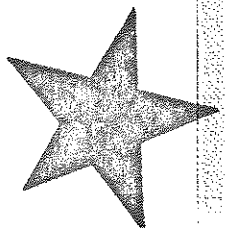
Proper permits for use of the west end of Stehli Beach parking lot for employees and members shall be obtained through the Department of Parks, Parks Division.

It is requested and recommended that the Town Board waive all facility use fees, parking and equipment fees associated with executing this event.

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


JOSEPH G. PINTO
Commissioner

JGP:jg



Reviewed By
Office of Town Attorney

WHEREAS, Joseph P. Pinto, Commissioner, Department of Parks, by memorandum dated May 18, 2022, requested Town Board approval to host the "Shootout for Soldiers", in cooperation with USA Lacrosse, a not-for-profit organization that acts as the governing body for lacrosse nationally, and Shootout for Soldiers, a not-for-profit organization that uses the sport of lacrosse as a platform to support and honor American Veterans by fostering community engagement and awareness, to raise funds for various charitable organizations benefitting United States Veterans; and

WHEREAS, the event shall be conducted at John J. Burns Park, Massapequa on Thursday, July 21, 2022 at 9 a.m., through Friday, July 22, 2022, at 9 a.m., wherein these dates and times of the event may be changed at the discretion of the Commissioner of Parks or his designee; and

WHEREAS, men's and women's teams of all ages and abilities will be playing one hour games continuously throughout the 24 hour period, with each team playing in at least one one-hour game matched against an opposing team of similar ages and abilities, including a dedicated game for U.S. Veterans to participate free of charge; and

WHEREAS, the registration fees are as follows: Team Registration fee \$100.00, Dual Slot registration fee \$200.00, Sponsor a Team fee \$750.00, Player Registration fee \$25.00 without Game Jersey and \$50.00 with Game Jersey, and no fee for the Veteran Game only; and

WHEREAS, upon reconciliation of the event, all net profits shall be equally distributed amongst the following charitable Veterans' organizations: Army Ranger Lead The Way Fund, Long Island Air Force Association, Joseph J. Theinert Memorial Fund, and the Team Red, White and Blue;

WHEREAS, that the use of DJ and/or audio services of EKO Productions, Inc., whose services were authorized pursuant to Town Board Resolution No. 691-2021, adopted on December 7, 2021, is authorized for this event in an amount not to exceed \$800.00, with funds to be paid from Account No. PKS A 7110 47670 000 0000, through the Town Department of General Services, Purchasing Division, upon receipt of the appropriate claim therefore;

WHEREAS, that food and beverages shall be available to the public for purchase, with the Department of Parks reserving the right to utilize the then-current Town concessionaire(s) at John J. Burns Park, as of the date of the event, and reserving the right to select alternate and/or additional food and beverage provider(s), as determined by the Commissioner of Parks or his designee pursuant to the Town's procurement policy;

WHEREAS, that the provisions of Chapter 173 of the Town Code regarding

Peddlers be waived for the event, and that the Commissioner of Parks or his designee be permitted to incorporate the use of mobile food concession(s) in place of or in addition to the Town food and beverage concessionaire(s), as of the date of the event, provided that all mobile food concession merchants be in compliance with the provisions of the New York State Sanitary Code and shall possess any and all necessary insurance, permissions and permits required by the Nassau County Department of Health, said insurance, permissions and permits to be valid and current, with each mobile food concession to be charged an event fee not to exceed \$200.00, with said fees to be deposited in the Town of Oyster Bay General Fund Account TWN A 0001 02770 590 0000;

WHEREAS, that the Department of Parks is authorized to accept the addition of in-kind sponsors in exchange for promotional consideration at the event, which sponsorship may include the logo and/or wordmark on all promotional impressions, including but not limited to printings, posters, banners, press releases, media promotion and/or advertising and mailings;

WHEREAS, USA Lacrosse and/or Shootout for Soldiers may incorporate the use of sponsors, vendors and exhibitors at the event, which shall be pre-approved on an individual basis by the Commissioner of Parks or his designee;

WHEREAS, the Town of Oyster Bay and the Department of Parks reserves the right to refuse any sponsor/vendor/exhibitor, for any reason, that it deems would not properly serve said event and/or the public in attendance;

WHEREAS, the 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 \$4,000.00, and shall be paid from Account No. PKS A 7110 47670 000 0000, through the Town Department of General Services, Purchasing Division, upon receipt of the appropriate claim thereof; and

WHEREAS, any further event expenses not listed that are deemed appropriate by the Commissioner of Parks or his designee shall not exceed the total amount of \$1,000.00 and are to be paid from Account No. PKS A 7110 47670 000 0000, through the Town Department of General Services, Purchasing Division, upon receipt of the appropriate claim thereof; and

WHEREAS, the event shall follow all New York State Guidelines with respect to social distancing, and the aforescribed activity may be cancelled by the Town of Oyster Bay at any time, to prevent harm to the population from the COVID-19 Virus, or any other threat to public health and/or safety; and

WHEREAS, this 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 set forth hereinabove is accepted in accordance with the hereinabove stated guidelines, for the purpose of the Department of Parks conducting the "Shootout for Soldiers" event.

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

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

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TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMORANDUM

TO: MEMORANDUM DOCKET

FROM: JOSEPH G. PINTO, COMMISSIONER OF PARKS

DATE: MAY 18, 2022

SUBJECT: SHOOTOUT FOR SOLDIERS 24 HOUR LACROSSE BENEFIT GAME

The Department of Parks is requesting Town Board approval to host the "Shootout for Soldiers" lacrosse event at John J. Burns Park, Massapequa, in cooperation with USA Lacrosse, a not-for-profit entity (IRS section 501c3) that acts as the governing body for lacrosse nationally and Shootout for Soldiers, a not-for-profit entity (IRS section 501c3) that uses the sport of lacrosse as a platform to support and honor American Veterans by fostering community engagement and awareness. The event is held in an effort to raise money for various charitable organizations benefitting United States veterans and since its inception has raised over \$1,000,000.00.

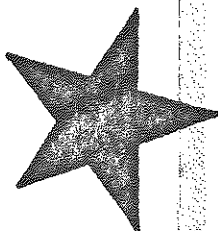
The event is comprised of 1-hour games played continuously for 24 hours and a running score is kept between the two teams, Stars and Stripes. The event is open to men's and women's teams of all ages and abilities. Every team that registers plays in at least one, 1-hour game and will be matched with an opposing team of similar age and abilities. The event will also include a dedicated game for US Veterans to participate free of charge.

The event will take place on Thursday, July 21st, 2022 commencing at 9:00 am and terminating Friday, July 22nd at 9:00 am at John J. Burns Park, Massapequa. Dates and times of the event may be changed at the discretion of the Commissioner of Parks, or his designee.

Participants may register online as individual players or as a team at: shootoutforsoldiers.com

Registration fees are as follows:

Team Registration -	\$100.00
Dual Slot Registration -	\$200.00
Sponsor a Team -	\$750.00
Player Registration -	\$25.00
Player Registration (with Jersey) -	\$50.00
Veterans Game -	\$0.00



Upon reconciliation of the event, all net profits shall be equally distributed amongst the following charitable Veterans' organizations:

- Army Ranger Lead The Way Fund
- Long Island Air Force Association
- Joseph J. Theinert Memorial Fund
- Team Red, White and Blue

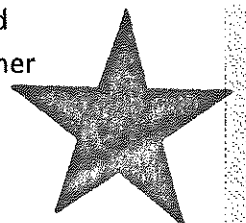
The use of DJ and/or audio services may be incorporated into the event. The Department of Parks requests Town Board approval to utilize the services of EKO Productions Inc. per Town Board Resolution No. 691-2021 (attached). The total cost for DJ and /or audio services shall not exceed \$800.00. Funds for the fees shall be paid from Account No. PKS A 7110 47670 000 0000, through the Town Department of General Services, Purchasing Division, upon receipt of the appropriate claim therefore.

Food and beverage shall be available to the public for purchase. The Department of Parks reserves the right to utilize the current Town concessionaire(s) at John J. Burns Park, Massapequa (as of the date of the event) and/or reserves the right to select alternate or additional food and beverage provider(s), as determined by the Commissioner of Parks, or his designee pursuant to the Town's procurement policy.

The Commissioner of Parks or his designee may incorporate the use of mobile food concession(s), in place of or in addition to the current Town Food and Beverage concessionaire(s). The Department of Parks requests that the Town Board waive the provisions of Chapter 173, Sections 10-18 of the Code of the Town of Oyster Bay, Peddlers, for this event, provided that all mobile food concession merchants shall be in compliance with the provisions of the New York State Sanitary Code and shall possess any and all necessary insurance, permissions and permits required by the Nassau County Department of Health, said insurance, permissions and permits to be valid and current. Each mobile food concession shall be charged an event fee not to exceed \$200.00. All food concession fees collected shall be deposited in the Town of Oyster Bay General Fund Account No. TWN A 0001 02770 590 0000.

The Department of Parks requests Town Board approval to accept the addition of in-kind sponsors in exchange for promotional consideration for the event. Sponsorship of the program may include the logo and/or wordmark on all promotional impressions, including but not limited to printings, posters, banners, press releases, media promotion and/or advertising and mailings.

USA Lacrosse and/or Shootout for Soldiers may incorporate the use of sponsors, vendors and exhibitors at the event which shall be pre-approved on an individual basis by the Commissioner of Parks or his designee.

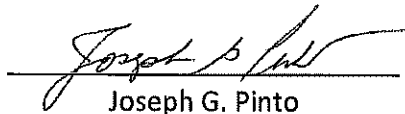


The Town of Oyster Bay and the Department of Parks reserves the right to refuse any sponsor/vendor/exhibitor, for any reason, that they deem does not properly serve said event and/or the public in attendance.

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 \$4,000.00 and shall be paid from Account No. PKS A 7110 47670 000 0000, through the Town Department of General Services, Purchasing Division, upon receipt of the appropriate claim therefore.

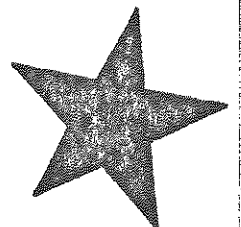
Any further event expenses not listed that are deemed appropriate by the Commissioner of Parks or his designee shall not exceed the total amount of \$1,000.00 and are to be paid from Account No. PKS A 7110 47670 000 0000 through the Town Department of General Services, Purchasing Division, upon receipt of the appropriate claim therefore.

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



Joseph G. Pinto
Commissioner of Parks

JGP: EW



Meeting of December 7, 2021

Resolution No. 691-2021

WHEREAS, by Resolution No. 664-2020, adopted on December 8, 2020, the Town Board authorized the Supervisor, or his designee, to execute an agreement with EKO Productions, Incorporated, 360-C Commack Road, Deer Park, New York 11729, to provide professional sound equipment and services for the Town of Oyster Bay's "Music Under the Stars" Concert Series, and various other events, for a period of one (1) year, commencing on January 1, 2021 through December 31, 2021, in an amount not to exceed \$140,000.00, with two (2) one (1) year extension options; and

WHEREAS, Commissioner Fitzgerald by memorandum dated November 15, 2021, requested Town Board authorization to exercise the first of the two (2) one-year extension options, commencing January 1, 2022 through December 31, 2022 for an amount not to exceed \$160,000.00; and

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

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Town Board authorizes the Supervisor, or his designee, to exercise the first one (1) year extension and execute an agreement, negotiated and approved by the Office of the Town Attorney, with EKO Productions, to provide professional sound equipment and services for the Town of Oyster Bay's "Music Under the Stars" Concert Series, and various other events, for a period of one (1) year, commencing on January 1, 2022 through December 31, 2022, in an amount not to exceed \$160,000.00; and be it further

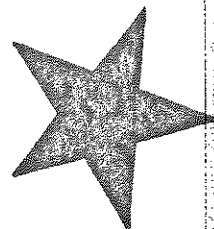
RESOLVED, That the funds for said payment shall be drawn from Account No. CYS A 7020 47660 000 0000; and be it further

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

-#-

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

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



Reviewed By
Office of Town Attorney
Domenica Waite

Meeting of June 28, 2022

Resolution No 462-2022

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated May 24, 2022, requested that the Town Board ratify the Department of Parks' playground dedication ceremony at Thomas Park on Weir Lane and Elm Street, Locust Valley, (L1) in honor of United States Marine Sergeant Robert Hendriks; and

WHEREAS, Sergeant Robert Hendriks was a 2012 graduate of Locust Valley High School who gave his life serving our country while conducting a combat operation near Bagram, Afghanistan on April 8, 2019; and

WHEREAS, a dedication ceremony was held on Sunday, June 26, 2022 at 11:00 am at Thomas Park,

NOW, THEREFORE, BE IT RESOLVED, that the request as hereinabove set forth is approved and the Town Board ratifies the playground dedication ceremony at Thomas Park on Sunday, June 26, 2022 at 11:00 am, in honor of United States Marine Sergeant Robert Hendriks.

-#-

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

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

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

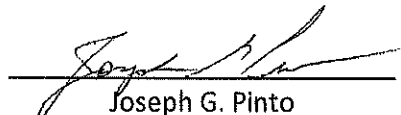
TO: MEMORANDUM DOCKET
FROM: JOSEPH G. PINTO, COMMISSIONER OF PARKS
DATE: MAY 24, 2022
SUBJECT: PLAYGROUND DEDICATION

The Department of Parks is requesting Town Board approval to dedicate the playground located at Thomas Park on Weir Lane and Elm Street, Locust Valley, (L1) in honor of United States Marine Sergeant Robert Hendriks.

Sgt. Hendriks was a 2012 graduate of Locust Valley High School who gave his life serving our country while conducting a combat operation near Bagram, Afghanistan on April 8th, 2019.

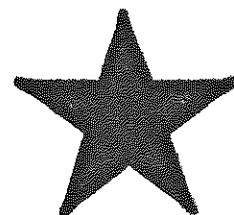
A dedication ceremony shall take place on Sunday, June 26th, 2022 at 11:00 am at Thomas Park. Date and time may be changed at the discretion of the Commissioner of Parks or his designee.

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



Joseph G. Pinto
Commissioner of Parks

JGP; EW



Meeting of June 28, 2022

Resolution No. 463-2022

RESOLVED, That a public hearing will be held before the Town Board, in the Hearing Room, Town Hall, East Building, 54 Audrey Avenue, Oyster Bay, New York, on the 12th day of July, 2022, at 10:00 o'clock a.m., prevailing time, or as soon thereafter as practicable, to consider amending the Code of the Town of Oyster Bay, New York, by adopting a new Local Law entitled, "A LOCAL LAW TO AMEND CHAPTER 233 – TRAFFIC, OF THE CODE OF THE TOWN OF OYSTER BAY"; and be it further

RESOLVED, That the Town Clerk shall publish a notice of said hearing in the newspapers of general circulation in the Town of Oyster Bay pursuant to the provisions of law.

-#-

Reviewed By
Office of Town Attorney
Thomas M. Saladino

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

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

PUBLIC NOTICE

PLEASE TAKE NOTICE, that pursuant to law, a public hearing will be held before the Town Board, in the Hearing Room, Town Hall, East Building, Audrey Avenue, Oyster Bay, New York, on the 12th day of July, 2022, at 10:00 o'clock a.m., prevailing time, or as soon thereafter as practicable, to consider the following proposed Local Law, entitled "A LOCAL LAW TO AMEND CHAPTER 233 - TRAFFIC, OF THE CODE OF THE TOWN OF OYSTER BAY." The abovementioned Local Law is on file and may be viewed daily (except Saturday, Sunday and Holidays) between the hours of 9 a.m. and 4:45 p.m., prevailing time, at the Office of the Town Clerk located at Oyster Bay and Massapequa. All persons interested in the subject matter of said hearing shall have an opportunity to be heard in connection with the aforementioned Local Law at the time and place designated herein.

TOWN BOARD OF TOWN OF OYSTER BAY. JOSEPH S. SALADINO, Supervisor,
RICHARD LaMARCA, Town Clerk.

Dated: June 28, 2022, Oyster Bay, New York.

Reviewed By
Office of Town Attorney
John M. H. [Signature]

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Town of Oyster Bay Inter-Departmental Memo

TO : Memorandum Docket

FROM : Office of the Town Attorney

DATE : June 15, 2022

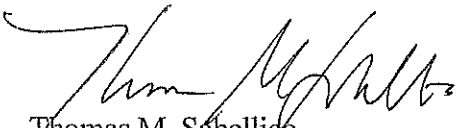
SUBJECT : Proposed Amendment to the Code of the Town of Oyster Bay,
Chapter 233 - Traffic

This office has prepared the following items necessary to establish a new local law referenced above.

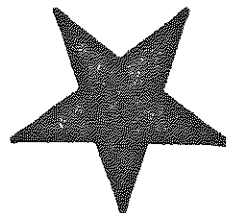
1. Public Notice;
2. Resolution calling for a Public Hearing; and
3. Proposed legislation.

Kindly place this matter on the action calendar for the June 28, 2022 Town Board meeting.

FRANK M. SCALERA
Town Attorney


Thomas M. Sabellico
Special Counsel

TMS/nb



Local Law Filing

Town of OYSTER BAY

Local Law No. _____ of the year 2022

A LOCAL LAW TO AMEND CHAPTER 233 – TRAFFIC, OF THE CODE OF THE TOWN OF OYSTER BAY.

Be it enacted by the TOWN BOARD of THE TOWN OF OYSTER BAY as follows:

Section 1. Amend Chapter 233 – Traffic, of the Code of the Town of Oyster Bay, as follows:

§17-25 Stop intersections established and enumerated.

BAYVILLE

ADD:

Through Street
Alan Drive

Stop Street
W. Harbor Drive, east and westbound

GLEN HEAD

ADD:

Through Street
Underhill Road
Villa Place

Stop Street
Villa Place, westbound
Underhill Road, north and southbound

GREENVALE

ADD:

Through Street
Carman Road
Roscoe Court

Stop Street
Addison Lane, north and southbound
Addison Lane, north and southbound

PLAINVIEW

ADD:

Through Street
Cynthia Drive

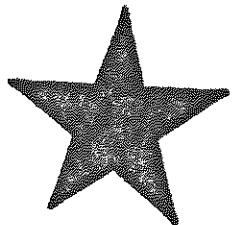
Stop Street
Hope Drive, north and southbound

§17-44 No Right Turn

GREENVALE

**7:00 A.M. TO 10:00 A.M. AND 3:00 P.M. TO 6:00 P.M.
MONDAY THROUGH FRIDAY, EXCEPT SCHOOL BUSES**

Cedar Street, on the south side, on to Marion Street



Helen Steet, on the south side, on to Marion Street.

§17-45 No U-Turn

NORTH MASSAPEQUA

North Utica Avenue, west of North Broadway

§17-152 No-stopping at any time zones established.

BETHPAGE

ADD:

Broadway, on the west side starting at a point +/- 45 feet south of the south curb line of Miami Road, north to the curb line.

Broadway, on the west side starting at a point +/- 45 feet north of the north curb line of Miami Road, south to the curb line.

GREENVALE

ADD:

Helen Street, on the south side starting at a point +/- 44 feet west of the west curb line of Marion Street, east to the curb line.

HICKSVILLE

ADD:

Commerce Place, on the north side, starting at a point +/- 388 feet east of the east curb line of New South Road, east for a distance of +/- 50 feet.

ADD:

Woodbury Road, on the north side, starting at the west curb line of Crescent Street, west for a distance of +/- 40 feet.

ADD:

Woodbury Road, on the north side, starting at the east curb line of Crescent Street, east for a distance of +/- 75 feet.

MASSAPEQUA

ADD:

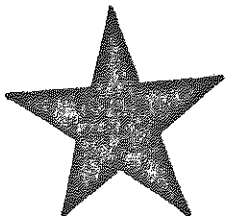
Dartmouth Road, on the north side, starting at the west curb line of Bay Drive West for a distance of +/- 45 feet.

ADD:

Merrick Road, on the south side, starting at the east curb line of Harrison Avenue, east for a distance of +/- 20 feet.

DELETE:

Lee Place, on the west side, starting at the south curb line of Jerusalem Avenue, south to the north curb line of Hamilton Avenue.



ADD:

Lee Place, on the west side, starting at the south curb line of Jerusalem Avenue. South for a distance of +/- 50 feet.

ADD:

North Suffolk Avenue, on the south side, starting at a point +/- 93 feet east of the east curb line of Broadway, east for a distance of +/- 15 feet.

ADD:

North Utica Avenue, on the south side, starting at a point +/- 105 feet west of the west curb line of Broadway, west for a distance of +/- 30 feet.

PLAINVIEW

ADD:

Acorn Lane, on the north side, starting at a point +/- 35 feet west of the west curb line of Chestnut Drive, east to the curb line.

ADD:

Acorn Lane, on the south side, starting at a point +/- 35 feet west of the west curb line of Chestnut Drive, east to the curb line.

ADD:

Chestnut Drive, on the west side, starting at a point +/- 35 feet north of the north curb line of Acorn Lane, south to the curb line.

ADD:

Chestnut Drive, on the west side, starting at a point +/- 35 feet south of the south curb line of Acorn Lane, north to the curb line.

§17-165 Locations at which parking is prohibited at any time; sign posted.

FARMINGDALE

DELETE:

South Zoranne Drive, on the north side, starting at the western end of the driveway apron of 85 South Zoranne Drive, west for a distance of +/- 25 feet.

HICKSVILLE

ADD:

Gardner Avenue, on the east side, starting at the north curb line of West John Street, north for a distance of +/- 40 feet.

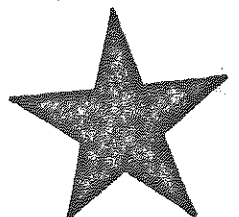
ADD:

Gardner Avenue, on the west side, starting at the north curb line of West John Street, north for a distance of +/- 40 feet.

LOCUST VALLEY

ADD:

Forest Avenue, on the south side, starting at a point +/- 35 feet west of the west curb line of South 4th Street, west for a distance of +/- 150 feet.



MASSAPEQUA

ADD:

Broadway, on the east side, starting at the south curb line of Massachusetts Avenue, south for a distance of +/- 45 feet.

ADD:

Broadway, on the east side, starting at a point +/- 45 feet south of the south curb line of Massachusetts Avenue, south for a distance of +/- 65 feet.

ADD:

Roy Avenue, on the west side, starting at a point +/- 60 feet south of the south curb line of South Merrick Road, south for a distance of +/- 70 feet.

§17-166 Locations at which parking is prohibited on certain days and hours.

HICKSVILLE

ADD:

NO PARKING 8:00 A.M. TO 4:00 P.M. – SCHOOL DAYS

8th Street, on the north side, starting at a point +/- 70 feet east of the east curb line of School House Court, east for a distance of +/- 60 feet.

SYOSSET

DELETE:

NO PARKING 8:00 A.M. TO 10:00 A.M. EXCEPT SAT. SUN. & HOLIDAYS

Ira Road, on the south side, starting at the east curb line of Nathan Court east to the west curb line of Fifth Place.

Miller Boulevard, on the north side, starting at a point +/- 414 feet north and easterly of the north curb line of Ira Road, east for a distance of +/- 970 feet.

North Street, on the west side, starting at a point +/- 210 feet north of the north curb line of Church Street, north to the northernmost property line of house number 35 North Street.

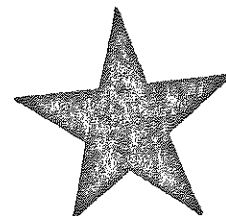
ADD:

NO PARKING 8:00 A.M. TO 10:00 A.M. EXCEPT SAT. SUN. & HOLIDAYS

Miller Boulevard, on the north side, starting at a point +/- 414 feet north and easterly of the north curb line of Ira Road, east for a distance of +/- 70 feet.

Miller Boulevard, on the north side, starting at a point +/- 543 feet north and easterly of the north curb line of Ira Road, east for a distance of +/- 840 feet.

North Street, on the west side, starting at a point +/- 275 feet north of the north curb line of Church Street, north for a distance of +/- 75 feet.



§17-167 Two Hour Parking

MASSAPEQUA

ADD:

Merrick Road, on the north side, starting at a point +/- 20 feet east of the east curb line of Harrison Avenue, east for a distance of +/- 30 feet.

§17-168 No Parking

GLEN HEAD

DELETE:

NO PARKING 9:00 A.M. TO 3:00 P.M. SCHOOL DAYS

Ellen Court, on the west side, starting at a point +/- 335 feet south then west of the south curb line of Todd Drive, south then east for a distance of +/- 60 feet.

Ellen Court, on the west side, starting at a point +/- 112 feet south of the south curb line of Todd Drive, north, south then west for a distance of +/- 175 feet.

ADD:

NO PARKING 9:00 A.M. TO 3:00 P.M. SCHOOL DAYS

Ellen Court, on the east side, starting at the south curb line of Todd Drive, south for a distance of +/- 115 feet.

Ellen Court, on the west side, starting at a point +/- 112 feet south of the south curb line of Todd Drive, north, south then west for a distance of +/- 375 feet.

GREENVALE

DELETE:

NO PARKING 9:00 A.M. TO 4:00 P.M. EXCEPT SAT., SUN. & HOLIDAYS

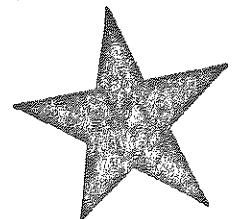
Helen Street, on the south side, starting at a point +/- 80 feet east of the east curb line of Glen Cove Road, east for a distance of +/- 195 feet.

Helen Street, on the south side, starting at the west curb line of Marion Street, west for a distance of +/- 110 feet.

ADD:

NO PARKING 9:00 A.M. TO 4:00 P.M. EXCEPT SAT., SUN. & HOLIDAYS

Helen Street, on the south side, starting at a point +/- 80 feet east of the east curb line of Glen Cove Road, east to a point +/- 44 feet west of the west curb line of Marion Street.



SYOSSET

DELETE:

TWO HOUR PARKING 9:00 A.M. TO 5:00 P.M. EXCEPT SAT., SUN. & HOLIDAYS

Texas Court, starting at a point +/- 67 feet north of the north curb line of Arizona Avenue, north then west for a distance of +/- 68 feet.

ADD:

TWO HOUR PARKING 9:00 A.M. TO 5:00 P.M. EXCEPT SAT., SUN. & HOLIDAYS

Texas Court, starting at a point +/- 67 feet north of the north curb line of Arizona Avenue, north for a distance of +/- 25 feet.

WESTBURY

ADD:

NO PARKING 9:00 A.M. TO 1:00 P.M. SCHOOL DAYS

Sunnyside Lane, on the north side, starting at a point +/- 355 feet from the east curb line of Robbins Lane, east for a distance of +/- 50 feet.

§17-184 No Parking

BETHPAGE

ADD:

4 HOUR PARKING 11:00 A.M. TO 5:00 P.M. EXCEPT SAT, SUN. & HOLIDAYS

Broadway, on the west side, starting at a point +/- 300 feet south of the south curb line of Burkhardt Avenue, south for a distance of +/- 79 feet.

SYOSSET

DELETE:

NO PARKING 8:00 A.M. TO 10:00 A.M. EXCEPT SAT, SUN. & HOLIDAYS

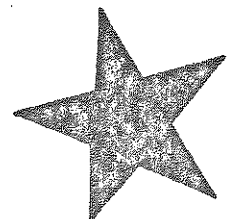
Ira Road, on the south side, starting at the east curb line of Nathan Court, east to the west curb line of Fifth Place.

Ira Road, on the south side, starting at the east curb line of Nathan Court, east for a distance of +/- 308 feet.

ADD:

NO PARKING 8:00 A.M. TO 10:00 A.M. EXCEPT SAT, SUN. & HOLIDAYS

Ira Road, on the south side, starting at the east curb line of Nathan Court, east for a distance of +/- 77 feet.



§17-215 No Trucks Over 4 Tons Gross Weight

HICKSVILLE

ADD:

West Avenue, southbound, from Old Country Road.

SYOSSET

ADD:

Queens Street, on the east side, north of the north curb line of Underhill Boulevard.

Queens Street, on the west side, south of the south curb line of Muttontown Road.

Section 2. SEQR Determination. It is hereby determined pursuant to the provisions of the State Environmental Quality Review Act, (SEQR), 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., that the adoption of this local law is a "Type II" Action within the meaning of Section 617.5 (c) (26) of 6 N.Y.C.R.R., pertaining to "routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment" and, accordingly, is of a class of actions which does not have a significant effect on the environment and no further review is required.

Section 3. Severability. If any section, subdivision or provision of this local law or the application thereof to any person or circumstance be adjudged invalid by a court of competent jurisdiction, such judgment shall be confined in its operation to the section, subdivision or provision of or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this local law, or the application thereof to other persons or circumstances.

Section 4. Effective Date. This local law shall take effect immediately upon its adoption and filing with the Office of the Secretary of State.

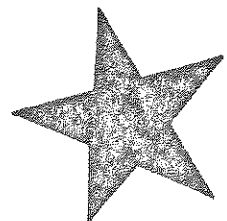
Certification:

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 2022 of the Town of Oyster Bay was duly passed by the Town Board on _____ 2022, in accordance with the applicable provisions of law.

Clerk of the Town of Oyster Bay

(Seal)

Date: _____, 2022



STATE OF NEW YORK
COUNTY OF NASSAU

I, the undersigned, hereby certify that the foregoing local law contains the correct text and that all proper proceedings have been had or taken for the enactment of the local law annexed hereto.

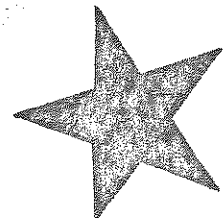
Signature

Town Attorney

Title

Town of Oyster Bay

Date: _____ 2022



Meeting of June 28, 2022

Resolution No 464-2022

WHEREAS, Kathleen McEnerney has requested to donate a memorial plaque and new bench to be located in Theodore Roosevelt Memorial Park and Beach, Oyster Bay, in memory of Patricia McEnerney Lukaszewski; and

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

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated June 8, 2022, recommended that the Town accept said donation,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town hereby accepts the donation of \$1,350.00 from Kathleen McEnerney for a memorial plaque and new bench to be located in Theodore Roosevelt Memorial Park and Beach, Oyster Bay, in memory of Patricia McEnerney Lukaszewski.

-#-

Reviewed By
Office of Town Attorney
Ms. America Wolfe

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

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

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

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner of Parks

SUBJECT: Memorial Plaque and Bench

DATE: June 8, 2022

The Department of Parks has received a request from Kathleen McEnerney (letter attached) requesting to donate a memorial plaque and a new bench to be placed in Theodore Roosevelt Memorial Park and Beach in memory of Patricia McEnerney Lukaszewski.

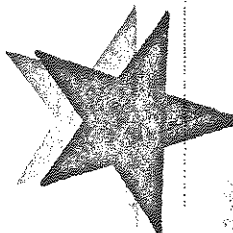
The Department of Parks has reviewed this request and concurs this will be a fitting tribute.

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



Joseph G. Pinto
COMMISSIONER OF PARKS

JGP/dc



Diann Codispodo

From: kathleen mcenerney [REDACTED]
Sent: Wednesday, June 8, 2022 7:04 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!

Diann, thank you so much.

My name is Kathleen McEnerney. My family would like to order a new bench with 8x6 plaque, in honor of our mother Patricia McEnerney Lukaszewski, at a cost of \$1350. We will provide wording of the plaque at a later date. We understand that the bench will be placed in the Theodore Roosevelt Memorial Park and Beach just west of the gazebo facing the water.

Please let me know if you need additional information. My phone number is [REDACTED]

Thank you.

Kathleen McEnerney

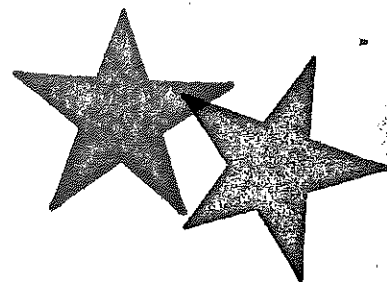
On Jun 7, 2022, at 1:47 PM, Diann Codispodo <dcodispodo@oysterbay-ny.gov> wrote:

Hi Kathleen here are the prices that we spoke about.

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.

<full letter prices guidelines 2022.docx>



Meeting of June 28, 2022

Resolution No 465-2022

WHEREAS, the Town Board, by Resolution No. 696-2010, adopted on July 13, 2010, granted the Petition of WOODBURY REALTY HOLDINGS CORP. for a Change of Zone and Site Plan Approval for premises located at Jericho Turnpike and Plainview Road, Woodbury, Town of Oyster Bay, County of Nassau, State of New York, said premises being described as Section 13, Block 79, Lot 42 on the Land and Tax Map of the County of Nassau; and

WHEREAS, the Code of the Town of Oyster Bay, Chapter 246, provides that the approval of a signed site plan shall expire on a certain date unless certain conditions have been met or an extension of time is granted by the Town Board; and

WHEREAS, the Town Board of the Town of Oyster Bay, by resolution, has previously granted the requests of Petitioner, through their attorneys, Minerva & D'Agostino, P.C., for one (1) year extensions of time, with the most recent request having been granted to Petitioner by Resolution No. 452-2021, for an extension, until July 13, 2022; and

WHEREAS, the Petitioner, through its attorneys, Minerva & D'Agostino, P.C., requested an additional extension of time from the current expiration date of July 13, 2022, to complete the Certificate of Occupancy process; and

WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memorandum dated June 6, 2022, recommended that due to the complexity of the project to construct the multi-unit development, that two additional six (6) month extensions of time be granted, extending Petitioner's time to complete the Certificate of Occupancy process to July 13, 2023,

NOW, THEREFORE, BE IT RESOLVED, That the request of Minerva & D'Agostino, P.C., attorneys for Petitioner, for two six (6) month extensions of time, to July 13, 2023, to complete the Certificate of Occupancy process, is hereby GRANTED, and the same terms and conditions effective pursuant to Town Board Resolution No. 696-2010, adopted on July 13, 2010, shall prevail.

-#-

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

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

Reviewed By
Office of Town Attorney

Thomas M. Johnson



TOWN OF OYSTER BAY
Inter-Departmental Memo

June 6, 2022


To : MEMORANDUM DOCKET

From : ELIZABETH MACCARONE, COMMISSIONER
DEPARTMENT OF PLANNING & DEVELOPMENT

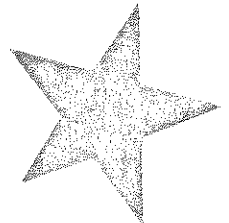
Subject : REQUEST FOR EXTENSION OF TIME OF APPROVED SITE PLAN
TOWN BOARD RESOLUTION # 696-10
PETITION OF WOODBURY REALTY HOLDINGS CORP.
WOODBURY VILLAS
884 JERICHO TURNPIKE, WOODBURY, NY
SECTION: 13 BLOCK: 79 LOTS: 42

This Department is in receipt of correspondence, dated May 23, 2022, from Albert A. D'Agostino of Law Offices of Minerva & D'Agostino, P.C. requesting an extension of time to complete the Certificate of Occupancy process for the above captioned premises. As required, Building Permits have been issued for the scope of work approved through Town Board Resolution Number 696-10, further amended by Resolution Number 452-2021 (see attached) authorizing the most recent extension through July 13, 2022. However, the work will not be completed prior to the expiration of the approved Site Plan. Due to the complexity of the project to construct a multi-unit development, it is the Department's recommendation that two (2) six month extensions of time should be granted from the current expiration date of July 13, 2022 to July 13, 2023.

The same terms and conditions should prevail as contained in Town Board Resolution Number 696-10 dated July 13, 2010.


ELIZABETH L. MACCARONE
COMMISSIONER

ELM/cm
Enclosure



Meeting of August 17, 2021

Resolution No.452-2021

Reviewed By
Office of Town Attorney

WHEREAS, the Town Board of the Town of Oyster Bay, by Resolution No. 696-2010, adopted on July 13, 2010, granted the Petition of WOODBURY REALTY HOLDINGS CORP. for a Change of Zone and Site Plan Approval for premises located at Jericho Turnpike and Plainview Road, Woodbury, Town of Oyster Bay, County of Nassau, State of New York, said premises being described as Section 13, Block 79, Lot 42 on the Land and Tax Map of the County of Nassau; and

WHEREAS, the Code of the Town of Oyster Bay, Chapter 246, provides that the approval of a signed site plan shall expire on a certain date unless certain conditions have been met or an extension of time is granted by the Town Board; and

WHEREAS, the Town Board of the Town of Oyster Bay, by resolution, has previously granted the requests of Petitioner, through their attorneys, Minerva & D'Agostino, P.C., for one (1) year extensions of time, with the most recent request having been granted to Petitioner for a one (1) year extension, until July 13, 2021 to apply for a building permit; and

WHEREAS, the Petitioner, through its attorneys, Minerva & D'Agostino, P.C., by letter dated July 26, 2021, requested an additional extension of time from the current expiration date of July 13, 2021, to complete the Certificate of Occupancy process; and

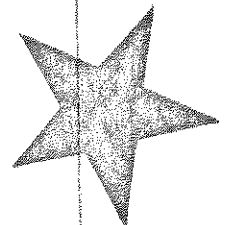
WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, and Timothy R. Zike, Deputy Commissioner, Department of Planning and Development, by memorandum dated July 30, 2021, recommended that due to the complexity of the project to construct the multi-unit development, that an additional one (1) year extension of time be granted, extending Petitioner's time to complete the Certificate of Occupancy process, nunc pro tunc, July 13, 2021 to July 13, 2022,

NOW, THEREFORE, BE IT RESOLVED, That the request of Minerva & D'Agostino, P.C., attorneys for Petitioner, for a one (1) year extension of time, to July 13, 2022, to complete the Certificate of Occupancy process, is hereby GRANTED, nunc pro tunc, July 13, 2021 and the same terms and conditions effective pursuant to Town Board Resolution No. 696-2010, adopted on July 13, 2010, shall prevail.

-#-

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

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



Meeting of July 13, 2010

RESOLUTION NO. 696-10

WHEREAS, WOODBURY REALTY HOLDINGS CORP. petitioned the Town Board of the Town of Oyster Bay for a for a Change of Zone from an "RI-1A" District (One-Family Residence) to an "RMF-10" District (Multi-Family Residence), and for Revocation of three (3) Declarations of Restrictive Covenants on property currently being used as Woodbury Country Club at Jericho Turnpike and Plainview Road in Woodbury, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 13, Block 79, Lot 42, on the Land and Tax Map of Nassau County, to construct twenty (20) two story buildings containing seventy six (76) multi family residential townhouse units with two car garages, with pool, tennis courts, and a 4,715 square foot recreation building, to be known as "Woodbury Villas"; and

WHEREAS, a duly advertised public hearing on said Petition was held by the Town Board of the Town of Oyster Bay on January 26, 2010, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

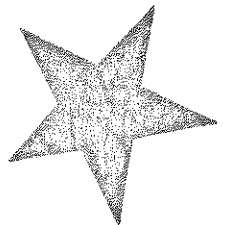
WHEREAS, the Town Board of the Town of Oyster Bay, after having reviewed the recommendations of the Town Environmental Quality Review Division, did, by Resolution No. 624-10, adopted on June 22, 2010, declare and find that the subject application will not have a significant effect on the environment, and the proposed actions in the Petition constitute a Negative Declaration, in accordance with the New York State Environmental Conservation Law and its applicable regulations thereon; and

WHEREAS, the Nassau County Planning Commission, by Resolution No. 9731-10, adopted on June 24, 2010, has recommended local determination of said application; and

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

WHEREAS, Frederick P. Ippolito, Commissioner of the Department of Planning and Development, by memorandum dated November 30, 2009, advises that the Department of Planning and Development has reviewed the following fourteen (14) plans prepared by Bowne AE & T Group, Mineola, New York:

SHEET NO.	TITLE	DATE
C-1	SITE LAYOUT PLAN	04/20/09
C-2	SITE GRADING, DRAINAGE & UTILITY PLAN	04/20/09
C-2A	DRAINAGE TRIBUTARY PLAN	04/20/09
C-3	SOIL BORING INFORMATION	FEB 2009
C-4	SITE DETAILS	FEB 2009



C-5	SITE DETAILS	04/20/09
C-6	SITE LIGHTING PLAN	04/20/09
C-7	SNOW REMOVAL PLAN	04/20/09
EC-1	EROSION CONTROL PLAN	04/20/09
EC-2	EROSION CONTROL DETAILS	FEB 2009
EX-1	EXISTING CONDITIONS PLAN	FEB 2009
TR-1	TREE REMOVAL PLAN	02/18/09
L-1	76 UNIT LANDSCAPE PLAN	02/19/09
---	300' AND 500' RADIUS AREA-MAP	NOV 2009

and

WHEREAS, said Commissioner further reports that the plans submitted, as modified, comply with the standards set forth in the Code of the Town of Oyster Bay, Section 246.6, Site Plan Review, and recommends Town Board approval for the plans enumerated herein,

NOW, THEREFORE, BE IT RESOLVED, That the Petition of WOODBURY REALTY HOLDINGS CORP. for a Change of Zone from an "R1-1A" District (One-Family Residence) to an "RMF-10" District (Multi-Family Residence), and for Revocation of three (3) Declarations of Restrictive Covenants on property currently being used as Woodbury Country Club at Jericho Turnpike and Plainview Road in Woodbury, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 13, Block 79, Lot 42, on the Land and Tax Map of Nassau County, to construct twenty (20) two story buildings containing seventy six (76) multi family residential townhouse units with two car garages, with pool, tennis courts, and a 4,713 square foot recreation building, to be known as "Woodbury Villas", is hereby GRANTED, on the premises described as follows:

SCHEDULE A

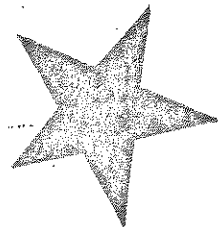
ALL that certain plot, piece or parcel of land, situate, lying and being at Woodbury, Town of Oyster Bay, County of Nassau, and State of New York, being more particularly bounded and described as follows:

BEGINNING at a point at the southwest corner of the intersection formed by Jericho Turnpike and Plainview Road, Woodbury, New York;

RUNNING THENCE along the southerly line of Jericho Turnpike the following courses and distances:

South 88 degrees 29 minutes 32 seconds West 1064.51 feet to a point;

THENCE South 81 degrees 13 minutes 22 seconds West 185.50 feet to a point;



THENCE South 2 degrees 17 minutes 35 seconds East 603.87 feet to a point;

THENCE North 81 degrees 13 minutes 22 seconds East 215.59 feet to a point;

THENCE North 88 degrees 29 minutes 32 seconds West 995.09 feet to a point;

THENCE North 0 degrees 20 minutes 49 seconds East 269.70 feet to a point;

THENCE North 2 degrees 23 minutes 57 seconds East 331.2 feet to a point or place of BEGINNING. Said property is known as Section 13, Block 79, Lot 42 on the Land and Tax Map of Nassau County.

RESOLVED, That the Petition herein granted is subject to voluntary covenants and restrictions imposed upon the subject premises by the Petitioner, as set forth in the written instrument attached herewith, to be duly recorded in the Office of the Clerk of Nassau County within one year of this Resolution, and the subject Petition may only become effective upon such recording, and be it further

RESOLVED, That in accordance with the memorandum of Frederick P. Ippolito, Commissioner of the Department of Planning and Development, dated November 30, 2010, the fourteen (14) plans prepared by Bowne AE & T Group, Mineola, New York, are hereby approved.

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

Supervisor Venditto	Aye
Councilman Muscarella	Aye
Councilman Macagnone	Aye
Councilman Coshignano	Aye
Councilwoman Faughnan	Aye
Councilman Pinto	Aye
Councilwoman Alasia	Aye

STATE OF NEW YORK,
COUNTY OF NASSAU,
TOWN OF OYSTER BAY

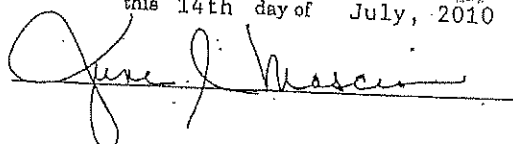
ss.:

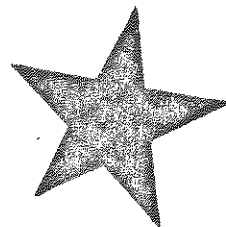
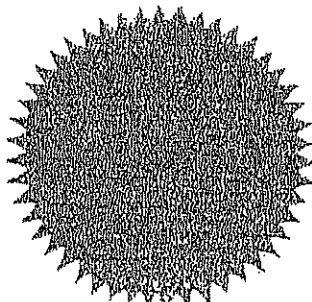
I, ~~Gregory X. Thompson, Town Attorney~~
June A. Mascia, Director of Legislative Affairs

DO HEREBY CERTIFY that I have compared the annexed with the original Resolution No. 696-10 adopted by the Town Board of the Town of Oyster Bay at their meeting of July 13, 2010, GRANTING Change of Zone for WOODBURY REALTY HOLDINGS CORP., Woodbury, New York.

filed in the Town Attorney's Office Legislative Affairs
and that the same is true transcript thereof, and of the whole of such original.

In Testimony Whereof, I have hereunto signed
my name and affixed the seal of said Town
this 14th day of July, 2010





Meeting of June 28, 2022

Resolution No 466-2022

WHEREAS, on May 25, 2022, the Department of Public Works, Division of Purchasing, received bids for Contract No. DPW 22-225, Town Hall North Brick Re-Pointing and Window Replacement Located in Oyster Bay, in accordance with the specifications contained therein; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated June 9, 2022, requested that all of the bids for Contract No. DPW 22-225 be rejected, as it has been determined that it is in the best interests of the Town to not proceed with said project,

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are accepted, all bids received in connection with Contract No. DPW 22-225 are hereby rejected, and any bonds held by the Office of Town Clerk for the aforementioned project be released.

-#-

Reviewed By
Office of Town Attorney

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

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

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

June 9, 2022


TO: MEMORANDUM DOCKET

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

SUBJECT: REJECTION OF BIDS
TOWN HALL NORTH BRICK RE-POINTING AND WINDOW REPLACEMENT
LOCATED IN OYSTER BAY, NY
CONTRACT NO. DPW 22-225

On May 25, 2022, the Division of Purchasing received bids for the subject contract. Upon review of the budget requirements for the said project, it has been determined that it is in the best interest of the Town to not move forward with this project.

It is hereby requested that the Town Board reject all bids submitted, and any bonds held by the Town Clerk's Office be released.

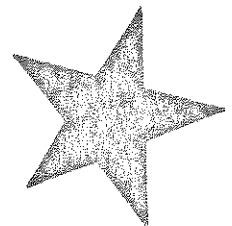


RICHARD W. LENZ, P.E.
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

RWL  MR/nm

cc: Steven Ballas, Comptroller
Eric Tuman, Commissioner/General Services
Richard LaMarca, Town Clerk

DPW 22-225 DOCKET REJECT BIDS



Meeting of June 28, 2022

Resolution No 467-2022

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated June 10, 2022, requested Town Board authorization to allow Matthew Russo, P.E., to complete a required 8-hour course, offered by the American Safety Council, Inc., to maintain his Hazardous Waste Operations Emergency Response certification at a cost of thirty-nine dollars (\$39.00); and

WHEREAS, this training includes subjects such as hazardous waste site cleanup operations, operations involving hazardous waste that are conducted at treatment, storage, and disposal (TSD) facilities, and emergency response operations involving hazardous substances, and the completion of said course is a Health and Safety Plan (HASP) requirement for on-site personnel for relevant projects within the Town of Oyster Bay,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of Public Works is hereby authorized to allow Matthew Russo, P.E., to complete a required 8-hour course, offered by the American Safety Council, Inc., to maintain his Hazardous Waste Operations Emergency Response certification, at a cost of thirty-nine dollars (\$39.00); and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, and that the funds for said payment are to be drawn from DPW A 1490 44140 000 0000.

-#-

Reviewed By
Office of Town Attorney

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

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

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

JUNE 10, 2022

TO : MEMORANDUM DOCKET

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


SUBJECT: OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION (OSHA)
HAZARDOUS WASTE OPERATIONS AND EMERGENCY RESPONSE (HAZWOPER)
ANNUAL 8-HOUR REFRESHER COURSE
ACCOUNT NO. DPW A 1490 44140 000 0000

The Division of Engineering of the Department of Public Works is conducting oversight services for the closure and remedial programs for the Town's two closed landfills, as well as the remediation of the Grumman-Navy plume, which involves having an on-site presence at multiple remediation projects. The Health and Safety Plan (HASP) requirements for many of these projects require any on-site personnel to have completed an OSHA HAZWOPER training course. The fundamentals of this training are as follows:

- Hazardous waste site cleanup operations
- Operations involving hazardous waste that are conducted at treatment, storage, and disposal (TSD) facilities
- Emergency response operations involving hazardous substance releases

Matthew Russo, P.E. of the Division of Engineering has previously taken the 24-Hour HAZWOPER course. On an annual basis, an 8-hour refresher course must be taken to maintain certification. American Safety Council, Inc. provides the online course through the OSHA Education Center website (oshaeducationcenter.com) in the amount of \$39.00.

It is requested that the Town Board authorize Matthew Russo, P.E. to take the OSHA 8-Hour HAZWOPER Refresher Course and to direct the Office of the Comptroller to issue an encumbrance order to provide reimbursement in the total amount of \$39.00 to be paid out of DPW A 1490 44140 000 0000.



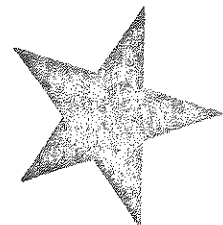
RICHARD W. LENZ, P.E.
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

RWL/JCT/MR/lk

Attachment

c: Steven Ballas, Comptroller

DOCKET RUSSO 8HR OSHA HAZWOPER REFRESHER





8-Hour HAZWOPER Annual Refresher Training Online

The 8-hour HAZWOPER Refresher course satisfies OSHA's requirement for eight hours of annual HAZWOPER refresher training. This training is designed for workers and managers at uncontrolled hazardous waste operations who previously completed 40- or 24-hour HAZWOPER training.

The goal of refresher training is to ensure workers stay competent and up to date on safety practices related to operations involving hazardous substances.

\$39

Who Needs OSHA 8-Hour HAZWOPER Refresher Training?

REGISTER NOW

Workers at uncontrolled hazardous waste operations and those involved in emergency response actions must receive eight hours of HAZWOPER refresher training each year.

If you completed [40-hour HAZWOPER training](#) or [24-hour HAZWOPER training](#), you must take the 8-Hour HAZWOPER Refresher course annually as required by OSHA Standard 29 CFR 1910.120.

Roles at HAZWOPER sites that require refresher training include:

- Equipment operators
- General laborers
- Hazardous materials technicians
- Hazardous materials specialists
- Hazardous materials supervisors
- On-scene incident commanders
- Other general site workers
- On-site management and supervisory personnel

Workers must complete eight hours of HAZWOPER Refresher training within 12 months of the anniversary date of their previous HAZWOPER training. Employees who fail to meet this requirement may need to repeat their initial training.

Course Features

This 100% online course satisfies OSHA's 8-hour HAZWOPER refresher training requirement at a low price. Students can instantly download a Certificate of Completion upon successful completion of their training.

The eight-module course takes at least eight hours to complete, and students have 365 days to finish the course after purchase. Modules end with a brief quiz, and there is a 20-question final exam. You have an unlimited number of attempts to pass quizzes and the final exam, which require a score of at least 70%.

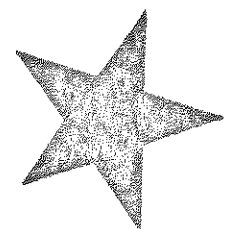
How Long Does HAZWOPER 8 Certification Last?

The certification from an 8-hour HAZWOPER course is valid for up to 12 months. You'll be required to retake the HAZWOPER Refresher course every 12 months to keep your certification. If you miss the deadline, you may be required to complete your original 40-hour or 24-hour HAZWOPER training again.

Course Benefits

- ✓ Guaranteed to pass
- ✓ Interactive exercises
- ✓ Audio narration
- ✓ Relevant, real-world examples
- ✓ Access to course trainer
- ✓ 24/7 live support

» [Learn more about the benefits of online HAZWOPER training](#)



HAZWOPER Refresher Training Topics

The 8-hour HAZWOPER Refresher course will keep you up to date on a wide range of topics relevant to hazardous waste operations, including:

- Decontamination
- Toxicology
- Levels of Protection
- Detecting Hazardous Materials
- Respirators
- Site Safety Planning
- Hazard Communication
- Hazardous Waste

According to OSHA's HAZWOPER standard, workers and supervisors at uncontrolled hazardous waste operations must be trained on these topics annually to remain competent.

CHOOSE YOUR OSHA COURSE

Choose Your Course

SELECT YOUR STATE

Select Your State

QUESTIONS?

Get in touch with us using our [contact form](#).

OSHA EDUCATION CENTER

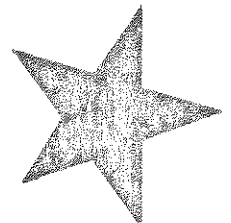
- » Works with all 50 States to offer online services
- » Supported By Universities, Businesses & Government Programs

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- » [OSHA 10 Horas Industria General](#)
- » [OSHA 30 Horas Construcción](#)
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Meeting of June 28, 2022

Resolution No 468-2022

WHEREAS, all field personnel of the Division of Engineering of the Department of Public Works are required to obtain necessary OSHA training for relevant projects of the Town, including the OSHA 10-Hour Construction Industry certification, which provides training for workers to identify and avoid hazards at construction sites relating to topics including personal protective equipment, protective equipment, machinery and training; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated June 10, 2022, requested Town Board authorization to allow Anthony Scuderi, working with the Division of Engineering, to obtain the OSHA 10-Hour Construction Industry certification course through an online provider, Career Safe, at a cost of fifty-nine dollars (\$59.00),

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of Public Works is hereby authorized to allow Anthony Scuderi to complete the OSHA 10-Hour Construction Industry certification course through an online provider, Career Safe, at a cost of fifty-nine dollars (\$59.00); and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, and that the funds for said payment are to be drawn from DPW A 1490 44140 000 0000.

-#-

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

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

Reviewed By
Office of Town Attorney

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

JUNE 10, 2022

TO : MEMORANDUM DOCKET

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

SUBJECT: OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION (OSHA)
CONSTRUCTION INDUSTRY 10-HOUR COURSE
ACCOUNT NO. DPW A 1490 44140 000 0000

All field personnel of the Division of Engineering of the Department of Public Works are required to obtain necessary OSHA training for projects that they may be involved with. Employees must obtain the OSHA 10-Hour Construction Industry certification, which provides training for workers to identify and avoid hazards at construction sites. Specific topics include personal protective equipment, machinery, and health hazards.

Anthony Scuderi is working with the Division of Engineering through the summer internship program. Part of his work will involve visiting construction sites with Engineering project managers, and will therefore be required to obtain the OSHA 10-Hour Construction Industry certification. The Division of Engineering has utilized an online provider, Career Safe (www.careersafeonline.com), to provide the training to past interns.

It is requested that the Town Board authorize Anthony Scuderi to take the OSHA 10-Hour Construction Industry course and to direct the Office of the Comptroller to issue an encumbrance order to provide reimbursement in the total amount of \$59.00, to be paid out of DPW A 1490 44140 000 0000.



RICHARD W. LENZ, P.E.

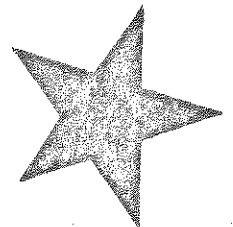
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

RWL/JCT/MR/lk

Attachment

c: Steven Ballas, Comptroller

DOCKET SCUDERI OSHA-10



INVOICE



Date: 06/06/2022
Invoice Number: CS-494801



Bill To
Anthony Scuderi
29 PINETREE DR
FARMINGDALE, NY 11735-4437

Order Number
494801

Order Status
Paid

Order Date
06/06/2022

Customer
Anthony Scuderi
29 PINETREE DR
FARMINGDALE, NY
11735-4437

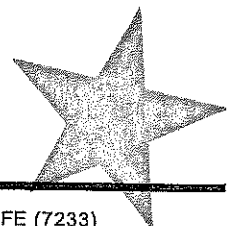
Payment
Method:
Processed Date: 06/06/2022
Note: Charge will show as "CareerSafe Online"
on your credit card statement.

ITEM SUMMARY

Description	Unit Cost	Quantity	Total
OSHA 10-Hour Construction Industry	\$59.00	1	\$59.00

ORDER SUMMARY

Sub-total	\$59.00
Shipping	\$0.00
Tax	\$0.00
PAID	\$59.00



Meeting of June 28, 2022

Resolution No 469-2022

Reviewed By
Office of Town Attorney
Monica Walsh

WHEREAS, Meredith Maus, Executive Director, Oyster Bay Main Street Association, by letter dated May 16, 2022, requested the use of twelve (12) complete barricades and sixteen (16) traffic cones, as well as the closing of Audrey Avenue, Oyster Bay, between Town Hall and Townsend Park and Audrey Avenue parking lot which is located across the street from 20th Century Bikes, installation of "No Parking" signs from 5:00 p.m. through 9:30 p.m., for the Dancing in the Street event, being held on July 1, 8, 15, 22, and August 5 and 12, 2022, from 7:00 p.m. until 9:00 p.m.; and

WHEREAS, John P. Bishop, Deputy Commissioner, Department of Public Works, Highway Division, by memorandum dated June 13, 2022, advised that the Highway Division has no objection to providing the requested items to the Oyster Bay Main Street Association, and to closing Audrey Avenue and Audrey Avenue parking lot on said dates and said times for its Dancing in the Street event; 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 use of twelve (12) complete barricades and sixteen (16) traffic cones, as well as the closing of Audrey Avenue, Oyster Bay, between Town Hall and Townsend Park and Audrey Avenue parking lot which is located across the street from 20th Century Bikes, installation of "No Parking" signs from 5:00 p.m. through 9:30 p.m., for the Oyster Bay Main Street Association's Dancing in the Street event, being held on July 1, 8, 15, 22, and August 5 and 12, 2022, from 7:00 p.m. until 9:00 p.m., subject to the following terms and conditions:

1. 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 Highways, or his duly designated representative;

2. That said organization will comply with New York State Guidelines for social distancing and are aware that the event may be canceled at anytime due to COVID-19;

3. The said organization will comply with all ordinances of the Town of Oyster Bay, both in the conduct of the aforementioned activities and its use of Town property; and

4. The said organization shall file with the Town Clerk a Certificate of Insurance indicating said organization is covered by General Liability Insurance in the amounts of \$1,000,000 with a general aggregate of \$2,000,000 and naming the Town of Oyster Bay as an additional insured in connection with the aforementioned activities.

-#-

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

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

TOWN OF OYSTER BAY

Inter-Departmental Memo

June 13th 2022

TO: MEMORANDUM DOCKET

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS HIGHWAY DIVISION

SUBJECT: OYSTER BAY MAIN STREET ASSOCIATION
DANCING IN THE STREET
TO BE HELD FRIDAY EVENINGS – AUDREY AVENUE, OYSTER BAY
JULY 1ST, 8TH, 15TH, 22ND, 29TH August 5TH and 12TH 2022

Enclosed please find a copy of the letter from Meredith Maus, Executive Director, requesting our assistance on behalf of the Oyster Bay Main Street Association in conducting the 11th season of the "Dancing in the Street" events on Audrey Avenue in Oyster Bay on Friday evenings July 1st 8th, 15th, 22nd, 29th, August 5th and 12th 2022.

The Highway Department has no objection to the Oyster Bay Main Street Association utilizing the portion of Audrey Avenue in the Oyster Bay hamlet between Town Hall and the (Gazebo area) Townsend Park and Audrey Avenue which is located across the street from 20th Century Bikes for the "Dancing in the Street" events on Friday evenings from July 1st through August 12th, 2022. The area will be closed from 5:00 p.m. until 9:30 p.m. to allow for set-up and break-down. The actual hours of the events will be from 7:00 p.m. until 9:00 p.m.

Further, the Highway Department will be pleased to provide twelve (12) complete barricades and sixteen (16) traffic cones and "No Parking" signs which will state the dates and times of the events to help traffic control and to keep cars off the street for the events, from July 1st thru August 12th, 2022.

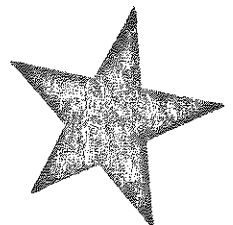
Oyster Bay Main Street Association are aware that they must follow New York State Guidelines for social distancing and are also aware that the event can be cancelled at any time due to Covid-19.

Also attached are the Certificate of Insurance, Endorsement Sheet, Hold Harmless Agreement, and Covid-19 Addendum Agreement to cover the event. Therefore, Town Board approval is requested.


JOHN P. BISHOP, DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS HIGHWAY DIVISION

JPB/kaz

C: Justin McCaffrey, Commissioner, Department of Public Safety
Richard Lenz, P.E. Commissioner DPW
Grace SantaMaria, Highway Administration
Peter Brown, General Foreman 002
Steve Kelly, Sign Bureau Supervisor





OYSTER BAY

MAIN STREET ASSOCIATION

May 16, 2022

Officers

President
Sandra Condert Graham

Vice-President
John Bonifacio

Treasurer
Timothy DiPietro

Secretary
Diana Hauser

Board of Directors

Janie Arty
Claude Bahnik
Henry C. Clark
Mario Gallo
Janine Lizza
Richard McKean
Diane Meltzer
Thomas Milana, Jr.
Alexis Pagano
Megan Pearson

Advisory Board

Roger Bahnik
Robert Brusca
John Collins
Harriet Gerard Clark
Kimberly Dey
Denise Evans-Sheppard
Kelly Fulhamann
Jerritt Gluck
Rep. Steve Israel
Billy Joel
Leg. Joshua Lafazan
Richard LaMarea
Hunt & Betsy Lawrence
Colleen McKean
Edward Moldenhoff
Robert Santos
Ryan Schlotter
Dr. Laura Seinfeld
William Sheeline
Dottie Simons
John Specce
Claudia Taglich
Alex Urdea
Councilwoman Vicki Walsh

Staff

Executive Director
Meredith Maus

Project Manager
Sasha Freedman

Supervisor Joseph Saladino
54 Audrey Avenue
Oyster Bay, NY 11771

Dear Supervisor Saladino,

The Oyster Bay Main Street Association would like to formally request permission to bring Dancing in the Street back to the downtown of Oyster Bay for the 2022 season. With your permission, we are looking to expand the footprint of the event beyond the section of Audrey Avenue between Town Hall and the bandstand to include the Town of Oyster Bay parking lot on Audrey Avenue. We are hoping to include more kid and family friendly entertainment in the parking lot.

If this is amenable to the Town, Dancing in the Street will be held on 7/1, 7/8, 7/15, 7/22, 7/29, 8/5 and 8/12 from 5pm - 9:30pm to allow for the set up and break down of the event. The actual hours of the event are from 7pm to 9pm. To assist with traffic control for the event, we are requesting the use of 12 barricades, 16 cones, and additionally some "No Parking" signage to be placed in the area. If the cones and barricades can be delivered by 5pm on the first evening, OBMSA will be responsible for the equipment from July 1, 2022 through to when it is picked up on August 13, 2022.

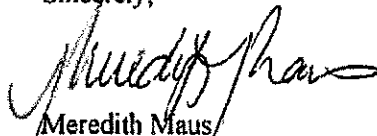
We have read through the NYS guidance on outdoor events and have taken into consideration the need to leave the center of Audrey Ave clear for emergency vehicles in our proposed layout of the event. We will continue to adhere to New York State Guidelines regarding social distancing measures and understand that events may be cancelled due to Covid-19 if the state or Town of Oyster Bay requires it.

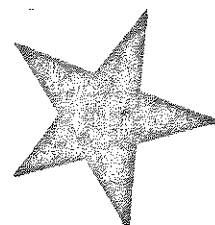
We further acknowledge, that in the event of a conflict with the closure of the road the Town has the right to cancel any date required and will make all efforts to provide OBMSA with a two-week notice.

If there are any questions regarding our protocols or further requirements, please do not hesitate to contact me by phone at 516.922.6982 or email: maus@obmsa.org.

Thank you for your consideration.

Sincerely,


Meredith Maus
Executive Director



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

This Agreement is made this 16th day of May 2022, by the Oyster Bay Main Street Association, Inc. (Hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as the section of Audrey Avenue between Town Hall and the bandstand to include the Town of Oyster Bay parking lot on Audrey Avenue. To help control the flow of traffic we request that 14 barriers and 16 cones be placed in the referenced municipal parking lot near the generator.

For the event described as **Dancing in the Street**

The property/equipment is need from 5 pm to 9:30 pm on the following dates: 7/1, 7/8, 7/15, 7/22, 7/29, 8/5 and 8/12.

The event for which the property and/or equipment is requested is not a profit-making event.

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

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

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

Name of Organization:

Oyster Bay Main Street Association, Inc.

Address of Organization:

P.O. Box 116

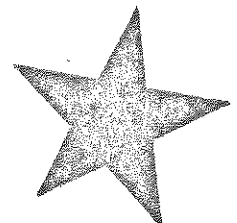
Oyster Bay, NY 11771

By: _____

Theresa J. Thano
Authorized Representative

Title: **Executive Director**

Telephone Number: **516.922.6982**





**TOWN OF OYSTER BAY
ADDENDUM TO PERMIT APPLICATION**

Applicant Name: OYSTER BAY MAIN STREET ASSOCIATION, INC.

Event Description: Dancing in the Street

Event Date: 7/1, 7/8, 7/15, 7/22, 7/29, 8/5, 8/12/2022

The permit holder agrees that while conducting the activity allowed under this permit, it shall follow all applicable New York State Guidelines and Executive Orders with respect to COVID-19 and shall ensure that all participants follow such Guidelines and Orders. By accepting this permit, the permit holder agrees that it is the sole "Responsible Party," as such term is defined by the New York State Guidelines. The permit holder further recognizes and understands that the activity is subject to cancellation at any time to prevent harm to the population from COVID-19, or any other threat to public health and/or safety.

For your convenience, New York State Guidelines are available at <https://forward.ny.gov/>.

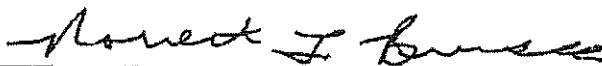

Applicant Signature

STATE OF NEW YORK)

) ss:

COUNTY OF NASSAU)

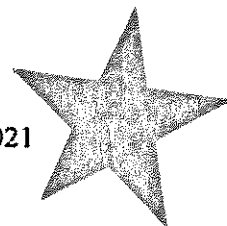
On the 16th day of May, 2022, before me, the undersigned, personally appeared Meredith Jones personally know to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument



Notary Public

ROBERT L. BRUSCA
Notary Public, State Of New York
No. 30-4968895
Qualified in Nassau County
Commission Expires

ROBERT L. BRUSCA
Notary Public, State Of New York
No. 30-4968895
Qualified in Nassau County
Commission Expires 5/21/22



DATE: 6/13/2022

TO: HIGHWAY OPERATIONS

SUBJECT: OBMSA Dancing in the Streets

PLEASE DELIVER TO:

The parking lot on Audrey
Avenue across from 20th
Century Bikes

CONTACT: Meredith Maus
516-922-6982

DATE OF EVENT:

Every Friday 7/1/22
Through 8/12/22

SNOW FENCE:

BARRICADES: 12

CONES: 16

SORT PAILS:

PORTABLE LIGHTS:

GENERATOR:

PACKER:

DELIVER ON: June 30, 2022


PICKUP ON: August 15, 2022

SWEEPING BEFORE AFFAIR IS NEEDED:

XX
YES NO

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

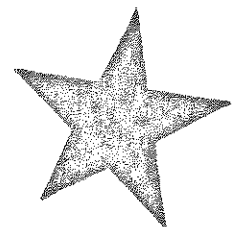
JPB/kaz



JOHN P. BISHOP, DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS HIGHWAY DIVISION

CC: Peter Brown, General Foreman 002
Public Safety Division
Mike Ricardo, Regional Foreman 009
Kevin Freiberg, Area Foreman 013

Dan Kornfeld



Reviewed By
Office of Town Attorney
Domenica Wolfe

Meeting of June 28, 2022

Resolution No.470 -2022

WHEREAS, Al Staab, member, Feast Committee of the Italian American Citizens Club of Oyster Bay, by letter dated February 18, 2022, requested the closing of Municipal Parking Field O-6 ("Fireman's Field"), Oyster Bay, accompanied by the installation of twelve (12) metal signs, stating "No Parking after 12:01A.M., Wednesday, July 6 through Monday, July 11, 2022, at 12:01 A.M.", the use of one hundred (100) complete barricades, twenty-five (25) traffic cones, fifty (50) yellow S.O.R.T. pails and a waiver of the requirements of the Code of the Town of Oyster Bay, Chapter 82, "Alcoholic Beverages", Section 3, for the St. Rocco's Festival, to be held from July 7, 2022 through July 10, 2022; and

WHEREAS, John P. Bishop, Deputy Commissioner, Department of Public Works, Highway Division, by memorandum dated June 13, 2022, has advised that the Highway Division has no objection to the closing of Municipal Parking Field O-6, Oyster Bay, and to providing the installation of twelve (12) metal signs, white with red lettering stating "No Parking after 12:01A.M., Wednesday, July 6 through Monday, July 11, 2022, at 12:01 A.M.", the use of one hundred (100) complete barricades, twenty-five (25) traffic cones, fifty (50) yellow S.O.R.T. pails from July 6, 2022 to July 11, 2022, and a waiver of the requirements of the Code of the Town of Oyster Bay, Chapter 82, "Alcoholic Beverages", Section 3, for the St. Rocco's Festival, to be held from July 7, 2022 through July 10, 2022; 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 accepted and approved, and John P. Bishop, Deputy Commissioner, Department of Public Works, Highway Division is hereby authorized to have the Town provide for the closing of Municipal Parking Field O-6 ("Fireman's Field"), Oyster Bay, accompanied by the installation of twelve (12) metal signs, white with red lettering stating "No Parking after 12:01A.M., Wednesday, July 6 through Monday, July 11, 2022, at 12:01 A.M.", the use of one hundred (100) complete barricades, twenty-five (25) traffic cones, fifty (50) yellow S.O.R.T. pails, from July 6, 2022 to July 11, 2022, and the restrictions of the Code of the Town of Oyster Bay, Chapter 82, "Alcoholic Beverages", Section 3, are waived from July 7, 2022 through July 10, 2022, for the duration of the event, 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 aforesaid 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	Absent
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

TOWN OF OYSTER BAY

Inter-Departmental Memo

June 13, 2022

TO: MEMORANDUM DOCKET

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS HIGHWAY DIVISION

SUBJECT: ST. ROCCO'S FESTIVAL – MUNICIPAL FIELD O-6, OYSTER BAY
SPONSORED BY ITALIAN AMERICAN CITIZENS CLUB OF OYSTER BAY, INC
TO BE HELD JULY 6TH – JULY 11TH, 2022

Enclosed please find a copy of the letter from Al Staab, Feast Committee, requesting our assistance on behalf of the Italian American Citizens Club of Oyster Bay, Inc. in conducting the St. Rocco's Festival in Municipal Parking Field O-6 in Oyster Bay from Wednesday, July 6th through Monday, July 11th, 2022.

The Highway Department has no objection to the use of Municipal Parking Field O-6 in Oyster Bay and the equipment for this event and can readily supply one hundred (100) complete barricades, twenty five (25) traffic cones and fifty (50) yellow sort pails for this event, from July 6th through July 11th, 2022. Any equipment requested which falls under the jurisdiction of the Parks Department will be prepared by and supplied by Parks after the required Parks Department Permits have been obtained.

The request for twelve (12) metal signs (white with red lettering) stating "No Parking after 12:01 A.M. Wednesday, July 6th, through Monday, July 11th, 2022 at 12:01 A.M. Once approved by Town Board Resolution the sign request will be forwarded to our Sign Bureau for action

The Organization is also requesting the waiver of the Town Ordinance pertaining to the consumption of alcoholic beverages in public (Chapter 82-3 of the Town of Oyster Bay) on behalf of the Italian American Citizens Club of Oyster Bay Inc. during the celebration of the St. Rocco Festival from July 7th through July 10th, 2022.

Also attached are the Certificate of Insurance, Endorsement Sheet, Hold Harmless Agreement, and Covid-19 Addendum Agreement to cover this event. Therefore, Town Board approval is requested.

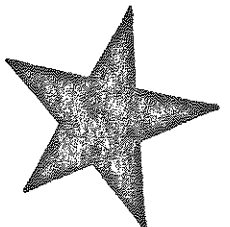


JOHN P. BISHOP, DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS HIGHWAY DIVISION

JPB/kaz
Attachments

C: Peter Brown, General Foreman 002
Steve Kelly, Sign Bureau Supervisor
Cathy McWilliams Parks Department
Justin McCaffrey, Commissioner, Department of Public Safety
Richard W. Lenz, Commissioner of DPW

Grace SantaMaria, Highway Administration





Italian American Citizens Club
of Oyster Bay
48 Summit Street
Oyster Bay, NY 11771
(516) 922-9744

February 18, 2022

Commissioner John Bishop

C/o Town of Oyster Bay

Highway Dept.

150 Miller Place, Syosset, New York 11791

Dear Commissioner Bishop:

Once again, we are reaching out to you and the Town of Oyster Bay for support in continuing a long-standing tradition in Oyster Bay of the St. Rocco Feast. In an effort to have a quality feast that the people of Oyster Bay and surrounding communities can enjoy we will need help and approval from the Town of Oyster Bay.

The feast days will be reduced this year to four days from the traditional five days. We are requesting the use of Fireman's Field # 06. The dates of the actual feast are Thursday, July 7th, 2022 through Sunday, July 10th, 2022. However, just like last few years, we would need to shut down the area from Wednesday morning July, 6th – Monday morning July, 11th, 2022. We will be responsible for the Town of Oyster Bay property and equipment from Wednesday, July 6, 2022 – Monday July 11, 2022.

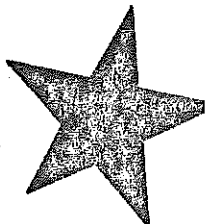
Thank you for your help and please contact us with any questions or concerns.

Sincerely,

Al Staab

Al Staab
Feast Committee

[Redacted signature block]



COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED PERSON OR
ORGANIZATION**

Insured: Italian American Citizens Club of Oyster Bay Inc.

Policy Number: SRPGAPML-101-0722

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

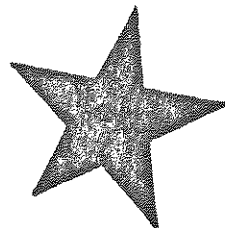
Name Of Additional Insured Person(s) Or Organization(s):

The Town of Oyster Bay
150 Miller Place
Syosset, NY 11791

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

A. Section II - WHO IS AN INSURED is amended to include as an 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 of the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



Harmless Agreement for Use of Town Property and/or Equipment

This Agreement is made this 7th day of May 2022, by Italian American Club of O.B. (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 July 7th 2022 through July 10th 2022

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

Further, the Organization agrees to provide the Town with a copy of its general liability insurance certificate, in the amounts of \$1,000,000 each occurrence, \$2,000,000 general aggregate, \$500,000 for property damage and, where appropriate, \$1,000,000 products, naming the Town as additional insured. All certificates of insurance must be accompanied by an endorsement.

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

Name of Organization:

CITIZENS

ITALIAN AMERICAN CLUB
OF OYSTER BAY, INC.

Address of Organization:

48 SUMMIT STREET

OYSTER BAY, N.Y. 11771

By:

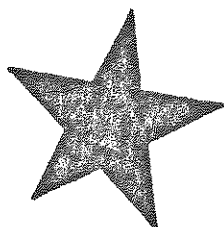
[Signature]
Authorized Representative

Title: V.P.

Telephone Number: 516-922-9744

Reviewed By
Office of Town Attorney

[Signature]





Kim 2

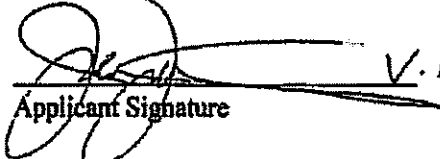
REC'D BY HIGHWAY DEPT
MAY 17 '22 PM 12:20

**TOWN OF OYSTER BAY
ADDENDUM TO PERMIT APPLICATION**

Applicant Name: ITALIAN AMERICAN CLUB
Event Description: SAINT ROCK FESTIVAL
Event Date: JULY 7TH THRU 10TH


The permit holder agrees that while conducting the activity allowed under this permit, it shall follow all applicable New York State Guidelines and Executive Orders with respect to COVID-19 and shall ensure that all participants follow such Guidelines and Orders. By accepting this permit, the permit holder agrees that it is the sole "Responsible Party," as such term is defined by the New York State Guidelines. The permit holder further recognizes and understands that the activity is subject to cancellation at any time to prevent harm to the population from COVID-19, or any other threat to public health and/or safety.

For your convenience, New York State Guidelines are available at <https://forward.ny.gov/>.


Applicant Signature V.P.

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

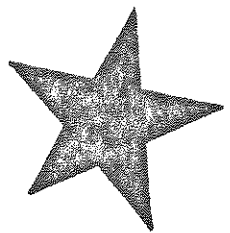
On the 7th day of May, 2022, before me, the undersigned, personally appeared Joseph K. Guarnaccia personally know to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument


Notary Public

CHARLES RUHL
NOTARY PUBLIC, State of New York
No. 020-5008134
Qualified In Nassau County
Commission Expires 2/16/23
Last Revised: May 5, 2021

Reviewed By
Office of Town Attorney





DATE: 6/13/22

TO: HIGHWAY OPERATIONS

SUBJECT: Italian American Club of Oyster Bay St. Rocco Feast

PLEASE DELIVER TO:

Parking Field O-6
Firemans Field

CONTACT: Al Staab
[REDACTED]

DATE OF EVENT: 7/6/22—7/11/22

CONES: 25

BARRICADES: 100

SORT PAILS: 50

PORTABLE LIGHTS:

GENERATOR:

PACKER:

MISC ITEMS: 12 metal signs

DELIVER ON: 7/5/22

PICKUP ON: 7/12/22

SWEEPING BEFORE AFFAIR IS NEEDED:

XX
YES NO

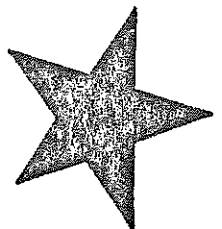
Please be advised that when signing on receipt of Town Equipment, your organization will be held responsible for their return.

JPB/kaz


JOHN P. BISHOP DEPUTY COMMISSIONER
DEPT OF PUBLIC WORKS HIGHWAY DIVISION

CC: Doug Robalino, General Foreman 002
Kevin Freiberg, Area Foreman 013
Public Safety Division

Mike Ricardo, Regional Foreman 009
Dan Kornfeld



Meeting of June 28, 2022

Resolution No 471-2022

WHEREAS, the Town recognizes the benefit of cooperating with the County of Nassau in the distribution and dispensing of disease preventative and protective medicines in the event of a natural or human-made disaster; and

WHEREAS, Justin McCaffrey, Commissioner, Department of Public Safety, by memorandum dated June 13, 2022, requested Town Board authorization to enter into an Memorandum of Understanding with the County of Nassau, acting through the Nassau County Department of Health and the Nassau County Office of Emergency Management ("County of Nassau"), to use a site at a Town facility, to be designated by the Town, as a Point of Distribution location for the distribution of disease preventative and/or protective medicines to be dispensed for the protection of the public, and further requests authorization for the Supervisor and/or his authorized designee to execute documents in connection with the Memorandum of Understanding,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, and the Town Board hereby ratifies the execution of the Memorandum of Understanding and further authorizes the Supervisor and/or his designee to execute the Agreement with the County of Nassau.

#

Reviewed By
Office of Town Attorney

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

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

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

June 13, 2022

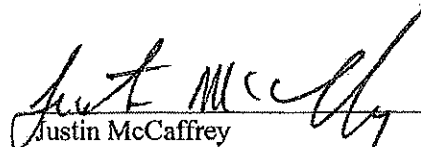
TO: MEMORANDUM DOCKET

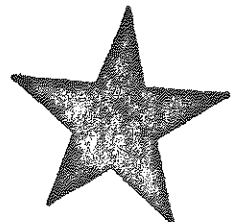
FROM: JUSTIN McCaffrey, COMMISSIONER, PUBLIC SAFETY

**Subject: MEMORANDUM OF UNDERSTANDING with NASSAU COUNTY
DEPARTMENT OF HEALTH and THE NASSAU COUNTY OFFICE OF
EMERGENCY MANAGEMENT- POINT OF DISTRIBUTION**

Town Board Authorization is requested to enter into a Memorandum of Understanding with the Nassau County Health Department and the Nassau County Office of Emergency Management to use a site at a designated Town of Oyster Bay facility as a Point of Distribution location.

Request for the Supervisor and or his authorized designee to execute the documents in connection with the Memorandum of Understanding.


Justin McCaffrey
Commissioner of Public Safety



**MEMORANDUM OF UNDERSTANDING IN REGARD TO THE
ESTABLISHMENT AND OPERATION OF A POINT OF DISPENSING
FACILITY IN THE EVENT OF AN EMERGENCY.**

PREAMBLE

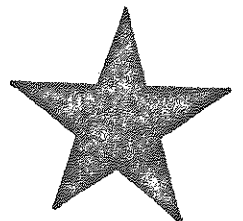
The County of Nassau (the "County"), a municipal corporation having its principal administrative office at 1550 Franklin Avenue, Mineola, New York, acting through the Nassau County Department of Health (the "DOH"), a department of the County having its principal office at 200 County Seat Drive, Mineola, New York, and the Nassau County Office of Emergency Management (the "OEM"), a department of the County having its principal office at 510 Grumman Road West, Bethpage, New York; and the Town of Oyster Bay (the "TOB"), having its principal offices at 977 Hicksville Road, Massapequa, NY, 11758, recognize the importance of safeguarding the health and well-being of all residents of the County during times of emergency. For this reason, the DOH, OEM, and TOB (collectively the "Parties" and individually a "Party") seek to cooperate on an arrangement in which, in the event of an emergency, disease preventative or protective medicines supplied by the County would be administered by staff employed by the TOB and staff coordinated by the DOH at facilities owned and maintained by the TOB.

1. PURPOSE.

This Memorandum of Understanding ("MOU") describes the arrangement according to which the Parties shall provide a point of dispensing ("POD") site at which, in the event of circumstances arising from a natural or human-made disaster, disease preventative and/or protective medicines will be dispensed as necessary to protect the health, safety and welfare of the public.

2. SCOPE.

This MOU shall govern the cooperative relationship between, and responsibilities of, the Parties with respect to the dispensing of disease preventative and/or protective medicines, including but not limited to inoculations against contagious disease, to the public in the event of a natural or human-made disaster or other emergency prompting a civil defense drill or disaster response (the "Activities"). The legal authority for this



MOU is set forth in the provisions of chapter 131 of the Unconsolidated Laws (the "State Defense Emergency Act" or the "SDEA"), section 2113 of the County Government Law of Nassau County (the "Charter"), and Article 2-B of the Executive Law ("Article 2-B"). The discharge of responsibilities by the Parties as set forth herein is mutually understood to constitute activities in connection with an authorized civil defense drill as defined in chapter 131 of the New York Unconsolidated Laws and a coordinated deployment of local governmental and inter-governmental resources pursuant to the Charter and Article 2-B. Nothing in this MOU shall be construed to limit the power and authority of any Party, under any provision of law, to ensure the safety and welfare of any person during times of actual or impending natural or human-made disaster or other emergency.

3. TERMS.

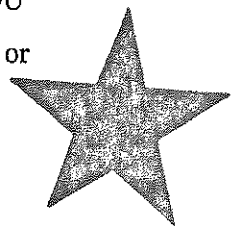
A. The parties agree to the following:

(1) The DOH shall:

- a. notify TOB forthwith, through communication with the appropriate contact person or persons as set forth in Appendix A, attached to and by this reference made part of this MOU, if and when the DOH learns or is apprised that circumstances warrant the mobilization of resources and staff and the commencement of the Activities as described herein;
- b. provide the staff of TOB with materials, instruction and training related to the procedures that shall govern the Activities as set forth in POD Toolkit, attached hereto as Appendix C and by this reference made part of this MOU;
- c. provide all pharmaceuticals, medical supplies, and equipment necessary to conduct the Activities, including, and removal from the POD site;
- d. remove or provide for the removal of regulated medical waste, as such material is defined by section 1389-aa(1) of the Public Health law, that may result from the activities;
- e. establish a communication link to the POD site with the DOH or OEM operations.

(2) The OEM shall:

- a. supervise and coordinate the activities and operations contemplated by this MOU as a component of the planning and implementation of an applicable civil defense drill or



local disaster preparedness plan authorized by the County in preparation for or response to a natural or human-made disaster or other emergency.

b. supervise and coordinate County security and police services as required to implement the Activities, subject to the supervision of the Commissioner of the Nassau County Police Department.

(3) The TOB shall, upon request by the DOH:

a. make available as described herein a multipurpose room or rooms (the "Facilities") as a POD site for the Activities;

b. ensure that the Facilities as designated herein and their adjacent parking areas are accessible during the Activities;

c. provide technical support in regard to power, lighting, waste, etc., for the duration of the Activities;

d. to the extent practicable, provide tables, chairs and other furniture;

e. to the extent practicable, provide janitorial services during and immediately following the Activities;

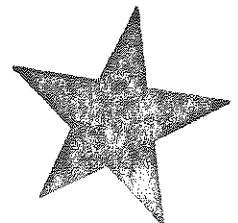
f. to the extent practicable, provide personnel to implement the Activities subject to DOH and OEM supervision and in accordance with the procedures and standards set forth in Appendix B, attached hereto and by this reference made part of this MOU.

4. INDEMNIFICATION; DEFENSE; COOPERATION.

(a) Each Party shall be solely responsible for and shall indemnify and hold harmless the other Parties, including each party's officers, employees, and agents (collectively, the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses") arising out of or in connection with the performance of each Party's services under this MOU, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same, except to the extent that any Losses are caused by the negligence, fault, or default of the Indemnified Parties.

(b) The Parties shall cooperate in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this MOU.

(c) The provisions of this section shall survive the termination of this MOU.



5. ALL LEGAL PROVISIONS DEEMED INCLUDED; SEVERABILITY.

(a) Every provision required by law to be inserted into or referenced by this Agreement is intended to be a part of this MOU. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this MOU for purposes of interpretation and (ii) upon the application of any Party shall be formally amended to comply strictly with the law, without prejudice to the rights of any Party.

(b) In the event that any provision of this MOU shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

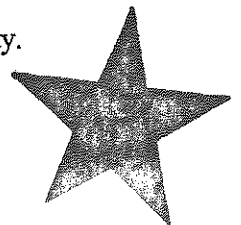
6. TERM OF AGREEMENT AND CONDITIONS OF TERMINATION.

(a) This MOU shall commence when signed by all parties and shall remain in effect until terminated. Any party may withdraw from this MOU without cause upon delivery of prior written notice to the Parties at least one hundred twenty days before such withdrawal.

(b) Any notice, request, demand or other communication required to be given or made in connection with this MOU shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d) (i) if to OEM, to the attention of the Commissioner at the address specified above for OEM, (ii) if to DOH, to the attention of the Commissioner at the address specified above for DOH, (iii) if to TOB, to the attention of the person who executed this MOU on behalf of the TOB at the address specified above for the TOB, or in each case to such other persons or addresses as shall be designated by written notice.

7. AMENDMENT.

This MOU may be amended by any party upon the written consent of each Party.



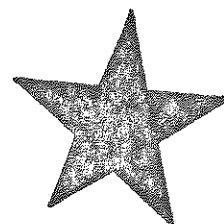
8. COMPLIANCE WITH LAWS.

All Activities performed by any Party to this MOU shall be conducted in accordance with all applicable federal, state and local laws, rules and regulations

9. ENTIRE AGREEMENT

This MOU contains all the terms and conditions agreed to by the Parties. All items incorporated by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind any of the parties hereto.

[This space intentionally left blank]



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APPENDIX A: POD Site Facilities

Name of Facility Hicksville Community Center

Name of Building William P. Bennett Hicksville Community Center

Specific Rooms in Building _____

Address 28 West Carl Street

Hicksville

New York, 11801

Note if designated as: ☒ Primary ☐ Secondary ☐ Tertiary

Name of Facility Marjorie Post Park

Name of Building Marjorie Post Community Center

Specific Rooms in Building _____

Address 451 Unqua Road

Massapequa Park

New York, 11762

Note if designated as: ☐ Primary ☒ Secondary ☐ Tertiary

Name of Facility _____

Name of Building _____

Specific Rooms in Building _____

Address _____

Note if designated as: ☐ Primary ☐ Secondary ☐ Tertiary

APPENDIX B: POD Site Contacts

Facility Name William P. Bennett Hicksville Community Center

Emergency Contact 1

Name Public Safety Operations Center

Title Operations Center 24/7

Office Phone 516-677-5350 Cell Phone _____

Emergency Contact 2

Name Justin McCaffrey

Title Commissioner Department of Public Safety

Office Phone 516-677-5351 Cell Phone [REDACTED]

Facility Contact

Name Maureen Fitzgerald

Title Commissioner Community and Youth

Office Phone 516-797-7900 Cell Phone [REDACTED]

Facility Name Marjorie Post Park Marjorie Post Community Center

Emergency Contact 1

Name Public Safety Operations Center

Title Operations Center 24/7

Office Phone 516-677-5350 Cell Phone _____

Emergency Contact 2

Name Justin McCaffrey

Title Commissioner Department of Public Safety

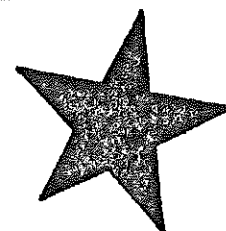
Office Phone 516-677-5351 Cell Phone [REDACTED]

Facility Contact

Name Maureen Fitzgerald

Title Commissioner Community and Youth

Office Phone 516-797-7900 Cell Phone [REDACTED]



Meeting of June 28, 2022

Resolution No 472-2022

WHEREAS, the Town recognizes the benefit of cooperating with the County of Nassau in the storage of pharmaceuticals and other emergency supplies obtained from Federal and/or State authorities in the event that a state of emergency is declared in Nassau County; and

WHEREAS, Justin McCaffrey, Commissioner, Department of Public Safety, by memorandum dated June 13, 2022, requested Town Board authorization to enter into an Inter-Agency Agreement with the County of Nassau, acting through the Nassau County Department of Health ("County of Nassau"), to use sites at a Town facility, to be designated by the Town, for the storage of supplies of the Federal Strategic National Stockpile and related equipment, as well as to serve as offices to assist with the administration of equipment and supplies pursuant to the emergency, and further requests authorization for the Supervisor and/or his authorized designee to execute documents in connection with the Inter-Agency Agreement,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, and the Town Board hereby ratifies the execution of the Inter-Agency Agreement and further authorizes the Supervisor and/or his designee to execute the Agreement with the County of Nassau.

#

Reviewed By
Office of Town Attorney

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

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

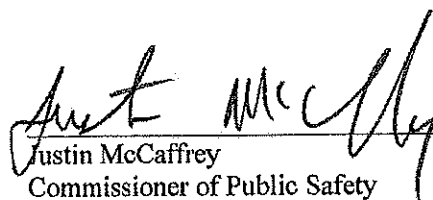
TOWN OF OYSTER BAY**Inter-Departmental Memo**

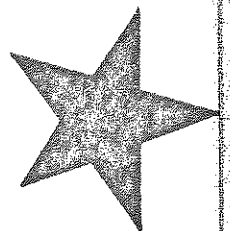
June 13, 2022

TO: MEMORANDUM DOCKET
FROM: JUSTIN McCaffrey, COMMISSIONER, PUBLIC SAFETY
Subject: INTERAGENCY AGREEMENT with NASSAU COUNTY DEPARTMENT OF HEALTH

Town Board Authorization is requested to enter into an Interagency Agreement with the Nassau County Health Department to use a site at a designated Town of Oyster Bay facility as a distribution point for disease preventative and or protective medicines to be dispensed to the public.

Additional request for the Supervisor and or his authorized designee to execute the documents in connection with the Interagency Agreement.


Justin McCaffrey
Commissioner of Public Safety



**Interagency Agreement: Nassau County Department of Health and Town of Oyster Bay,
Department of Public Safety**

This agreement (Agreement) is between the County of Nassau (the County) a municipal corporation of the State of New York, acting through its duly constituted Nassau County Department of Health (NCDOH), having its principal office at 200 County Seat Drive, Mineola, New York 11501, and the Town of Oyster Bay (the Town), New York, a municipal subdivision of Nassau County, NY, acting through its duly constituted Department of Public Works (TOBDPW), having its principal offices located at 150 Miller Place, Syosset, New York under the sponsorship of the County, having its principal administrative office at 1 West Street, Mineola, New York 11501.

The parties hereto agree that the Town of Oyster Bay, New York, a municipal subdivision of Nassau County, NY, acting through its duly constituted through its Department of Public Safety (TOBDPS), shall provide a site or sites (Site(s)), two (2) warehouses behind the Town of Oyster Bay facilities located at 150 Miller Place, Syosset, NY, primarily for the storage of pharmaceuticals and other items obtained from federal or state authorities, including items qualifying as pharmaceuticals, treatments, chemical compounds, biological compounds authorized by the National Center for Disease Control (CDC) as part of the nation's Strategic National Stockpile (SNS) of emergency supplies and other necessary items, for the distribution by the Nassau County Department of Health (NCDOH), the Nassau County Department of Emergency Management (NCOEM), the Nassau County Police Department (NCPD), or other agency or department or office authorized to dispense such items, in the event that the Nassau County Executive (County Executive), pursuant to NYS Executive Law Article 2-b, declares a local state of emergency, or the Nassau County Commissioner of Health (the Commissioner), pursuant to the NYS Public Health Law or any other relevant provision, determines that circumstances require such site or sites for the provision and/or administration of prophylaxis, including, but not limited to, medication, inoculation or the distribution of protective apparatus, in order to protect the health of occupants and residents of the County.

Terms and Conditions: Shall be as set forth in Exhibit A.

In Witness Whereof, the parties hereto have executed this Agreement as of the latest date written below.

Nassau County Department of Health

County of Nassau

By: _____
Lawrence E. Eisenstein, MD, MPH, FACP
Commissioner of Health

By: _____
Arthur Walsh
Chief Deputy County Executive

Date: _____

Date: _____

By: _____

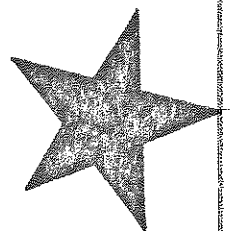
Date: _____

Assistant County Attorney
Approved as to Form, Not Reviewed as to Execution

Town of Oyster Bay

By: _____
Joseph S. Saladino
Supervisor

Date: _____



Nassau County, New York County Staging Site Agreement

List of Exhibits

Exhibit A

General Terms and Conditions

- 1. Term and Termination**
- 2. Responsibilities of the Town of Oyster Bay**
- 3. Responsibilities of NCDOH**

Exhibit B

Acronyms, Abbreviations and Definitions

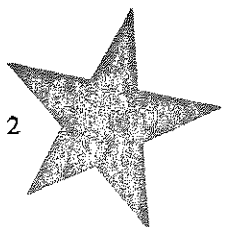


Exhibit A
General Terms and Conditions

Whereas the NCDOH Commissioner is responsible for the public health of individuals residing in the County; and

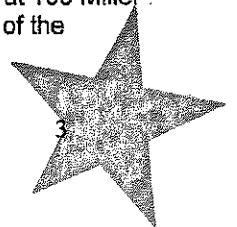
Whereas, the NCDOH requires the services of the Town of Oyster Bay to provide a site or sites, in the event that the Nassau County Executive declares a local state of emergency pursuant to Article 2-b of the NYS Executive Law (hereinafter, a "Declaration") and/or the Nassau County Commissioner of Health (the Commissioner) determines that circumstances require such Site or Sites for the provision and/or administration of prophylaxis, including, but not limited to, medication, inoculation or the distribution of protective apparatus, in order to protect the health of residents of Nassau County (hereinafter, "a Determination") Now, therefore, the parties agree as follows:

1. Term and Termination

- a. This Agreement shall commence when signed by both parties and remain in effect for a term of five (5) years or until terminated for any reason with or without cause by the County or the Town upon 180 (One Hundred Eighty) days' written notice to the other party.
- b. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be, where emergency does not mandate or allow for another form of notification, (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to NCDOH, to the attention of the Commissioner at the address specified above for NCDOH, (ii) if to an Applicable Deputy County Executive (DCE), to the attention of the Applicable DCE (whose name the Town shall obtain from NCDOH) at the address specified above for the County, and (iii) if to the Town, to the attention of the person who executed this Agreement on behalf of the or at the address specified above for the Town or in each case to such other persons or addresses as shall be designated by written notice.

2. Town of Oyster Bay Responsibilities in the event of a Declaration by the County Executive or a Determination by the Commissioner

- a. The Town of Oyster Bay will provide, 2 warehouses, currently located at 100 Miller Place, Syosset, New York for use by the County during, preceding or following a Declaration of Determination as above. The east warehouse will be used for storage of the SNS supplies and related equipment. The west warehouse will contain offices for the use of the County officials and at the direction of the County, New York State Emergency Management Office (SEMO) officials, Federal Emergency Management Agency (FEMA) officials and any other persons or agencies required to assist with the administration of the state of emergency and /or the distribution of equipment and supplies pursuant to the emergency. Upon the declaration of an emergency pursuant to Executive Law Article 2-b, or upon the impending declaration of such an emergency, or upon a determination or impending determination, the County will take control of the warehouses described above.
- b. The Town, through its Department of Public Safety (TOBDPS) will ensure that desired locations and parking areas are accessible, within a reasonable time frame, as requested by the County Executive or the Commissioner. This includes making the warehouses ready and clean by removing all equipment, machinery, and vehicles from the warehouse, in order to accept the equipment and SNS supplies, and to include necessary air conditioning and heat in office areas upon declaration of an emergency or upon the anticipated declaration of an emergency. The Town further grants the County permission to move machinery, vehicles, and equipment in and around the facilities, including all open areas adjacent to and behind the warehouses located at 100 Miller Place. The Town will cede all control over the premises to the County upon securing of the premises by the NCPD.



Nassau County, New York County Staging Site Agreement

- c. The Town, in conjunction with the County, will repair and maintain the facilities during the emergency or in the period of time following the abatement of the emergency.
- d. The Town, through its TOBDPS, will provide accessible locations and parking areas for the duration of the event. The Town of Oyster Bay will also allow the County to permanently store three storage trailers behind the east warehouse in an area designated by the TOBDPS.
- e. The Town will clear all areas around the warehouses of debris, equipment and vehicles in order to ensure ingress and egress for County vehicles and other vehicles related to the emergency or the declaration of the emergency. The Town will further make available ingress and egress to the warehouses through the roadways on the north side of the warehouse lot including, but not limited to, Gordon Drive.
- f. The Town, through its TOBDPS, will staff the facility with Town employees to facilitate and assist with the loading and unloading of equipment and supplies before, during and after the declaration of any emergency.
- g. The Town, through its TOBDPS, will provide security within constraints of normal staffing capacity, under the direction of the NCOEM, will assist the NCDOH, NCPD, Nassau County Sheriff and other police departments as necessary.
- h. The Town will provide a representative from its Facilities Management division to assist with technical support (power, lighting, waste, etc.) for the duration of the use of the site or sites.
- i. The Town will provide janitorial services at reasonable time intervals for the duration of the event.
- j. The Town will provide tables and chairs and a computer liaison to assist NCDOH with access, where possible, to a local area network and internet connection. The Town will also supply office furniture including desks, filing space, chairs, and other business requirements as appropriate.
- k. The Town will provide at least three (3) forklifts for the purpose of palette loading and unloading of supplies and equipment used to support the declaration of emergency and all emergency efforts.

3. County's Responsibilities

- a. The County will use best efforts to notify the Town through its TOBDPS of its intention or anticipation to issue any declaration of emergency pursuant to Executive Law Article 2-b, or to make any determination by the Commissioner of Health, as soon as practicable. Such notice will be made through TOBDPS or in any other manner practical under the circumstances.
- b. The County, through NCDOH, will provide pharmaceuticals, medical supplies, equipment, and other related items within the SNS, or otherwise for storage and distribution from the site provided by the TOBDPS.
- c. The County will provide an electrical generator for storage within the east warehouse and will provide the electrical connections and installation of same for use following the declaration of a local state of emergency or a determination by the Commissioner of a health-related emergency. Such generator will be supplied within thirty (30) days of the signing of this MOU.
- d. The County, through NCDOH, will install eight (8) telephone lines for voice service and fax service. The eight lines will be installed within the office area of the west warehouse location.
- e. The County, in conjunction with the Town, will repair and maintain the facilities during the course of the emergency or in the period of time following the abatement of the emergency.

Nassau County, New York County Staging Site Agreement

- f. Upon the declaration of an emergency, or upon a determination by the Commissioner, the County will notify the TOBDPS as above and will also notify the NCPD. Such notification to the NCPD will include a direction to secure the premises at the warehouse locations at 100 Miller Place.
- g. The NCDOH will establish communications between the sites and to the designated County Emergency Operations Center.

4. In General

Upon a declaration of an emergency by the chief executive of the County or the Town, the provisions of NYS Executive Law §§25(5) and 26(3) shall apply in that no political subdivision of the state or county shall be liable for any claim based upon the exercise or performance or the failure to exercise or perform a discretionary function or duty on the part of any officer or employee in carrying out the response or recovery efforts in the emergency, and a chief executive or any elected or appointed county, city, town or village official shall not be held responsible for acts or omissions of municipal employees, disaster preparedness forces or civil defense forces when performing disaster assistance pursuant to the declared disaster emergency or when exercising disaster preparedness plans. Any reference herein to a "declaration of emergency" shall also include any determination by the Commissioner.

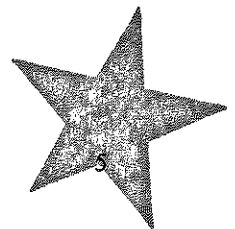


Exhibit B
Acronyms, Abbreviations and Definitions

CDC – Centers for Disease Control and Prevention

Commissioner – Nassau County Commissioner of Health

County – Nassau County

County Executive – Nassau County Executive

DCE – Deputy County Executive

Declaration – Local state emergency pursuant to Article 2-b of the New York State Executive Law

Determination – The Commissioner determines that circumstances require the use of Sites for the provision and/or administration of prophylaxis including, but not limited to, medication, inoculation or the distribution of protective apparatus, in order to protect the health of residents of the County.

FEMA – Federal Emergency Management Agency

NCDOH – Nassau County Department of Health

NCOEM – Nassau County Office of Emergency Management

NCPD – Nassau County Police Department

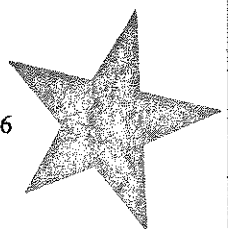
SEMO – New York State Emergency Management Office

Site(s) – One or more facilities for storage of pharmaceuticals, treatments, chemical compounds, biological compounds, protective apparatus and other items obtained from federal, state, local authorities or County agencies.

SNS – Strategic National Stockpile

Town – Town of Oyster Bay

TOBDPS – Town of Oyster Bay Department of Public Safety



Meeting of June 28, 2022

Resolution No 473-2022

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. PWC 22-234, On-Call Engineering Services Relative to Architecture, with Nassau Suffolk Engineering & Architecture, PLLC, for a two (2) year contract term, commencing January 1, 2022 through December 31, 2023; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated June 10, 2022, stated that the design for Contract No. DPW22-234 has been completed, and the Department of Public Works has approved the plans and specifications, with an estimated construction time for completion of one hundred twenty (120) days; and

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

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby approved, and the Department of General Services, Division of Purchasing, is authorized and directed to proceed with the bidding phase for Contract No. DPW22-234, and to proceed with setting a bid date for receiving bids.

-#-

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

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

Reviewed By
Office of Town Attorney
Elizabeth A. Taughman

473

41

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

June 10, 2022

TO : MEMORANDUM DOCKET


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

SUBJECT : ACCEPTANCE OF DESIGN, REQUEST TO ENTER BID &
CONSTRUCTION PHASES FOR TOWN HALL NORTH
WINDOW REPLACEMENT LOCATED IN OYSTER BAY, NY
CONTRACT NO. DPW 22-234
BID NO. PW037-22

Town Board Resolution No.749-2021 authorized Nassau Suffolk Engineering & Architecture, PLLC to perform engineering services relative to the above-mentioned contract.

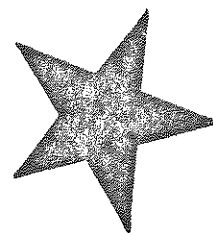
The design has been completed, and the Commissioner of Public Works has approved the plans and specifications. The estimated construction time for completion of this subject contract is 120 days.

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


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


RWL/NC/MR/DDM/nm
Attachments

cc: Steven C. Ballas, Comptroller
Eric Tuman, Commissioner/General Services



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

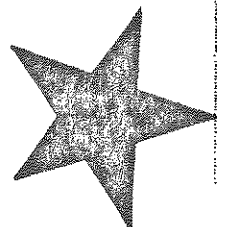
NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted and approved, and the Department of Public Works/Highway is hereby authorized to enter into Contract No. PWC22-22, On Call Engineering Services relative to Architecture, with H2M Engineers & Architects, Nassau 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

Reviewed by
Office of Town Attorney
Dominica Walpe



Meeting of June 28, 2022

Resolution No 474-2022

WHEREAS, by Resolution No. 127-2022, adopted on March 1, 2022, the Town Board authorized the Greater Long Island Running Club (GLIRC) to conduct the Runner's Edge TOBAY Triathlon & Tri-Relay on Sunday, August 28, 2022 from 7:00 am until 3:00 pm and the Junior TOBAY Triathlon for Children on Saturday, August 27, 2022 from 7:00 am until 3:00 pm; and

WHEREAS, on May 19, 2022, Mindy Davidson, President of the GLIRC, via email, requested the substitution of GLIRC to Event Power L.I., as this year's race sponsors for the Runner's Edge TOBAY Triathlon & Tri-Relay and the Junior TOBAY Triathlon for Children. Event Power L.I., is an industry leading, multi-sport event management company; and

WHEREAS, the Inspector General has reviewed Event Power L.I.'s disclosure questionnaire and is satisfied that the procurement policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, that the request as hereinabove set forth is approved and Resolution No. 127-2022 is hereby amended to reflect the substitution of GLIRC to Event Power L.I., as event sponsors for the Runner's Edge TOBAY Triathlon & Tri-Relay and the Junior Triathlon for Children.

-#-

Reviewed By
Office of Town Attorney
[Signature]

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

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

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

TO: MEMORANDUM DOCKET

FROM: JOSEPH G. PINTO, COMMISSIONER
DEPARTMENT OF PARKS

DATE: MAY 25, 2022

SUBJECT: AMEND RESOLUTION #127-2022
TOWN BOARD MEETING OF MARCH 1, 2022

The Department of Parks requested and received approval, pursuant to resolution #127-2022, presented at the Town Board meeting on March 1, 2022, to authorize the Greater Long Island Running Club (GLIRC) to conduct the Runner's Edge TOBAY Triathlon & Tri-Relay on Sunday, August 28, 2022 from 7:00 am until 3:00 pm and the Junior TOBAY Triathlon for Children on Saturday, August 27, 2022 from 7:00 am until 3:00 pm.

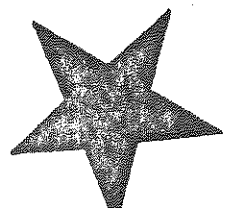
On May 19, 2022, Mindy Davidson, President of the Greater Long Island Running Club, via email attached, requested the substitution of GLIRC to Event Power L. I. as this year's race sponsors for the above noted events. Event Power L. I. is an industry leading, multi-sport event management company.

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

The Department of Parks respectfully requests the Town Board amend resolution #127-2022 and approve the substitution of the Greater Long Island Running Club (GLIRC) to Event Power L. I. as event sponsors for the 2022 Town of Oyster Bay Triathlon & Tri-Relay and the Junior Triathlon for Children.


JOSEPH G. PINTO, COMMISSIONER
DEPARTMENT OF PARKS

JGP/km
Att.



Meeting of March 1, 2022

Resolution No. 127-2022

Reviewed By
Office of Town Attorney

Domenica Waite

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated February 8, 2022, requested and recommended Town Board authorization to conduct the following events with the Greater Long Island Running Club (GLIRC), under the following terms and conditions:

1. The races will be conducted as follows:

ASPIRE 10K Race	Saturday, March 26, 2022
Tobay Junior Triathlon for Children	Saturday, August 27, 2022
Runner's Edge Tobay Triathlon & Tri-Relay	Sunday, August 28, 2022
Supervisor's Annual 5K Run	Saturday, October 15, 2022

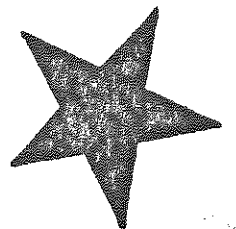
2. All races will be sanctioned by USA Track & Field (USATF) provided by the GLIRC.
3. All courses will be certified and registered with USATF by the GLIRC.
4. USATF will provide all runners with insurance through the GLIRC in a timely manner before each race. GLIRC will provide the Town with said certificate of insurance before each event.
5. The races will be administered by the GLIRC.
6. Refreshments for the courses as well as those needed during the race will be provided by the GLIRC.
7. All fees will be collected and accounted for by the GLIRC, as follows:

A) **Aspire 10K Race:**
Pre-register \$35.00
Day of Race \$40.00

B) **Runner's Edge Tobay Triathlon & Tri-Relay:**
Non-resident Individuals:

\$75.00 postmarked by 7/09/22
\$90.00 postmarked by 7/10/22 - 7/30/22
\$110.00 postmarked by 7/31/22 - 8/20/22
\$125.00 postmarked by 8/21/22 - 8/26/22
\$135.00 postmarked by 8/27/19 - 8/28/22

Town of Oyster Bay residents deduct \$10.00 from these fees.



Entire Team Relay:

\$120.00 postmarked by 7/09/22
\$140.00 postmarked by 7/10/22 - 7/30/22
\$160.00 postmarked by 7/31/22 - 8/20/22
\$180.00 postmarked by 8/21/22 - 8/26/22
\$195.00 postmarked 8/27/22-8/28/22

Town of Oyster Bay residents deduct \$6.00 per team member from the above fees.

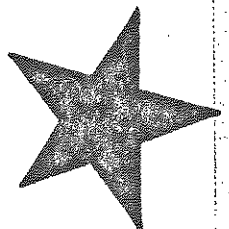
C) Tobay Junior Triathlon for Children:

Pre-register \$25.00
Day of Race \$30.00

D) Supervisor's 5K Run

Non-resident \$40.00
Town Resident \$35.00
Day of Race \$40.00

8. Sponsors to enhance the event may be added by the GLIRC, upon the approval of the Commissioner of the Department of Parks.
9. Camera ready artwork for applications and results books will be provided by the GLIRC, printed on recycled paper by the Town of Oyster Bay, except for the Triathlon results book.
10. The Town will provide awards for the Supervisor's 5K Race. The Department of Parks will provide partial payment for clothing for the Triathlon - not to exceed \$3,000.00. Payment, not to exceed \$2,000.00, will be provided for the cost of printing the Runner's Edge Tobay Triathlon results book. The cost for the printing and timing services will be charged to Account No. PKS A 7110 44900 000 0000 or any other appropriate accounts.
11. The Town will provide use of Showmobile, portable lights, traffic cones and barricades, orange mesh fencing and portable bleachers with fees waived.
12. All personnel necessary to conduct race registration for each race must be provided by the GLIRC.
13. Numbers for runners must be provided by the GLIRC, and logos on same must be approved by the Commissioner of the Department of Parks.
14. The awards ceremony immediately following each event must be conducted by the GLIRC. Awards, as listed, must bear the Town logo.



15. 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.

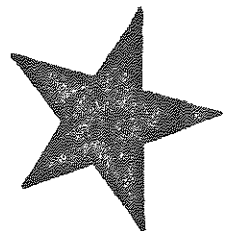
NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, and the Department of Parks is hereby authorized to conduct the abovementioned events with the Greater Long Island Running Club, under the above stated conditions; and be it further

RESOLVED, That the Department of Parks is further authorized to provide partial payment for clothing for the Triathlon in an amount not to exceed \$3,000.00, and payment for the cost of printing the Runner's Edge Tobay Triathlon results book in an amount not to exceed \$2,000.00, and the Comptroller is hereby authorized and directed to make payment for same upon presentation of a duly certified claim, after audit, with the funds for the costs for the printing and the partial payment for the timing services to be drawn from Account No. PKS A 7110 44900 000 0000 or any other appropriate account.

-#-

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

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



Gregory W. Carman, Jr.
Deputy Town Supervisor
54 Audrey Avenue
Oyster Bay, NY 11771
Tel. 516-624-6350
Fax 516-624-6362



From: Gregory W. Carman Jr. [REDACTED]
Sent: Thursday, May 19, 2022 10:39 AM
To: Gregory Carman
Subject: Fwd:

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!

Sent from my iPhone

Begin forwarded message:

From: [REDACTED]
Date: May 19, 2022 at 8:30:15 AM EDT
To: "Gregory W. Carman Jr." [REDACTED]
Subject: Re:
Reply-To: [REDACTED]

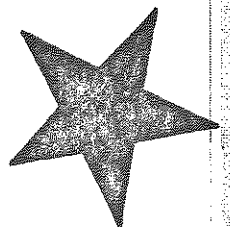
Greg,
Thanks for chatting with me. After many long discussions, we (GLIRC) feel that we are not able to produce the Runner's Edge-TOBAY Triathlon and Junior Triathlon this year. We have had many internal changes since December. As you know, Mike Polansky retired at the end of December and Sue Fitzpatrick stepped down as Executive Director at the end of November. The new Executive Director, Katie Pealrman, stepped down due to personal reasons over a month ago. We also lost our Presenting Sponsor this

year Vicki Ventura, of Event Power LI, a leading multi-sport event management company on LI, contacted me regarding the status of this year's race. She has been a participant for decades. She had also offered to help. Bob Cook of Runner's Edge, Ray Farrell (my co-race director) and I met and discussed the event at length and then Bob and I talked with Vicki.

We are hoping that the Town of Oyster Bay would understand if we had Event Power LI produce the event this year. It is one of the longest-standing multi-sport events on LI. GLIRC will receive no benefit from this arrangement this year, other than making sure that the event goes off without a hitch. I, as one of the long standing race directors of the event, will assist Event Power LI to make sure the transition for this year goes smoothly.

Thanks for your consideration.

Mindy Davidson



Greg Skupinsky

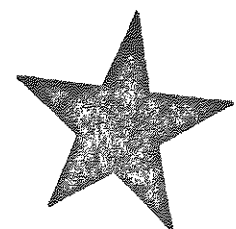
From: no-reply@exiger.com
Sent: Thursday, June 9, 2022 12:53 PM
To: Greg Skupinsky
Subject: Third-Party Relationship Status Update - Event Power LI

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

Dear Greg Skupinsky,

This is to inform you that Event Power LI has been Accepted.

You may review the third-party at the following link: <https://insight.exiger.com/ThirdParty/Details/2331376>



6/9/22, 2:07 PM

Exiger Insight | Third-Party Details

<%-- used for ajax in AddAntiForgeryToken() --%>

Event Power LI

Accepted

Low

Accepted by Task Completion on 6/9/2022 [View History](#)

Summary

DDIQ

Risk Model 

Tasks

Monitoring

Initiate Diligence

PROGRESS

OVERALL PROGRESS

100%

DISCLOSURE QUESTIONNAIRE

100%

100%

100%

SCREENIQ

100%

LEGAL APPROVAL

INSPECTOR GENERAL APPROVAL

Onboarding Tasks: the tasks below were completed on Thursday, June 9, 2022 as part of the third party's initial onboarding process

DISCLOSURE QUESTIONNAIRE



Disclosure Questionnaire type due diligence has been successfully completed on this third-party

Type

Disclosure Questionnaire

Date Requested

May 31, 2022

Status

Completed

 [VIEW \(/ORDER/DETAILS/2492656\)](#)

 [NOTES](#)

SCREENIQ



ScreenIQ type due diligence has been successfully completed on this third-party

AUTOINITIATE

Type


ScreenIQ

Date Requested

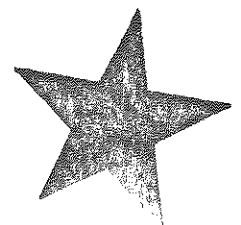
May 31, 2022

Status

Completed

 [VIEW \(/ORDER/DETAILS/2492808\)](#)

 [NOTES](#)



LEGAL APPROVAL



This third-party has been successfully approved by the reviewer on Jun 3, 2022

Title
Legal Approval #1

Name
Thomas Sabellico

Date Completed
Jun 3, 2022

NOTES (1)



This third-party has been successfully approved by the reviewer on Jun 9, 2022

Title
Legal Approver #2

Name
Frank Scalera

Date Completed
Jun 9, 2022

NOTES (1)

INSPECTOR GENERAL APPROVAL



This third-party has been successfully approved by the reviewer on Jun 9, 2022

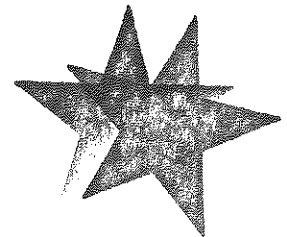
Title
Inspector General

Name
Brian Noone

Date Completed
Jun 9, 2022

NOTES

[Terms and Conditions \(/About/TermsAndConditions\)](#) [Support \(/About/Support\)](#)



WHEREAS, by Resolution No. 528-83, adopted on June 7, 1983, the Town Board granted an application for a Change of Zone from a "D" Residence District (currently known as "R1-7" One-Family Dwelling Zoning District) to a "RO" Residence Office Business District, for premises located at 372 S. Oyster Bay Road, Hicksville, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 12, Block 295, Lot 75 on the Land and Tax Map of Nassau County (the "subject premises"), and pursuant to the terms of said Resolution a Declaration of Restrictive Covenants was executed, and

WHEREAS, specifically, Restrictive Covenant No. 1 contained in said Declaration provides that the approved Site Plan must be substantially adhered to, and Restrictive Covenant No. 6 contained in said Declaration provides that any modifications to the Restrictive Covenants would require initial approval from the Town Planning Advisory Board prior to approval from the Town Board by resolution; and

WHEREAS, FISCHGRUND DENTAL, PLLC, fee owner, has requested Town Board approval of an amended Site Plan in order to construct interior alterations, exterior façade alterations, and an addition to raise the roof height over a portion of the existing building along with associated site improvements at the subject premises; and

WHEREAS, the Town of Oyster Bay Planning Advisory Board, by Resolution No. 3-2022, adopted on June 9, 2022, approved the proposed amended Site Plan with conditions; and

WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memorandum dated June 17, 2022, advised that the Department of Planning and Development has reviewed the following seven (7) drawings prepared by Glen Cherveny, R.A., GRCH Architecture P.C., Islandia, New York:

SHEET NO.	TITLE	PREPARED BY	LAST REVISED
CS	Title Sheet, Drawing List & Site Location Plan	Glen Cherveny, R.A.	3/30/2022
EX-100	Existing Building Elevations	Glen Cherveny, R.A.	3/30/2022
A-100	1 st Floor Construction & Proposed Roof Plan	Glen Cherveny, R.A.	3/30/2022
A-101	Proposed Roof Plan & Proposed Structural/Roof Plan	Glen Cherveny, R.A.	3/30/2022
A-103	Proposed Building Elevations	Glen Cherveny, R.A.	3/30/2022
A-104	Proposed Building Elevations	Glen Cherveny, R.A.	3/30/2022

WHEREAS, said Commissioner and Deputy Commissioner further reported that the plans submitted comply with the standards set forth in the Code of the Town of Oyster Bay, Sections 246.6, Site Plan Review; and

Reviewed By
Office of Town Attorney
[Signature]

WHEREAS, the Town of Oyster Bay Department of Environmental Resources, by memorandum dated June 9, 2022, recommended Town Board determination that the proposed action is deemed to fall under the New York State Environmental Quality Review Act, 6 NYCRR, Part 617, Section 617.5(c), Type II Actions List, as Item No. 9, relative to "construction or expansion of a primary or accessory/appurtenant, non-residential structure or facility involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance and consistent with local land use controls, but not radio communication or microwave transmission facilities" and as Item No. 18, relative to "reuse of a residential or commercial structure, or of a structure containing mixed residential and commercial uses, where the residential or commercial use is a permitted use under the applicable zoning law or ordinance, including permitted by special use permit, and the action does not meet or exceeds any of the thresholds in Section 617.4" of Part 617; and as and as such does not require completion of an Environmental Assessment Form, Environmental Impact Statement or other environmental consideration; and

NOW, THEREFORE, BE IT RESOLVED, That in accordance with the memorandum of Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, dated June 17, 2022, the seven (7) plans set forth hereinabove are hereby approved; and be it further

RESOLVED, That the Town Board accepts the recommendation of the Department of Environmental Resources that the proposed action is deemed to fall under the New York State Environmental Quality Review Act, 6 NYCRR, Part 617, Section 617.5(c), Type II Actions List, as Item No. 9, relative to "construction or expansion of a primary or accessory/appurtenant, non-residential structure or facility involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance and consistent with local land use controls, but not radio communication or microwave transmission facilities" and as Item No. 18, relative to "reuse of a residential or commercial structure, or of a structure containing mixed residential and commercial uses, where the residential or commercial use is a permitted use under the applicable zoning law or ordinance, including permitted by special use permit, and as and the action does not meet or exceeds any of the thresholds in Section 617.4 of Part 617, and as such does not require completion of an Environmental Assessment Form, Environmental Impact Statement or other environmental consideration; and be it further

RESOLVED, That the application of FISCHGRUND DENTAL, PLLC, fee owner, for Town Board approval of an amended Site Plan in order to construct interior alterations, exterior façade alterations, and an addition to raise the roof height over a portion of the existing building along with associated site improvements at the premises located at 372 S. Oyster Bay Road, Hicksville, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 12, Block 295, Lot 75 on the Land and Tax Map of Nassau County, is hereby APPROVED, subject to the Declaration of Restrictive Covenants executed June 7, 1983, except as hereby modified, and subject to the conditions set forth in Town of Oyster Bay Planning Advisory Board Resolution No. 3-2022, approved June 9, 2022.

#

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

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

Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

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

DATE: JUNE 17, 2022

SUBJECT: SUPPLEMENTAL MEMO TO DOCKET ITEM NO. 29
DOCKET OF JUNE 14, 2022
REQUEST FOR AMENDED SITE PLAN APPROVAL
BUILDING PERMIT APPLICATION NUMBER 22040420
372 S. OYSTER BAY ROAD
HICKSVILLE, NY 11801
SEC. 12 BLK. 295 LOT 75
ZONE: RESIDENCE-OFFICE (RO)

This site was granted a Change of Zone from a "D" Residence District (currently known as "R1-7" One-Family Dwelling Zoning District) to a "RO" Residence Office Business District through Town Board Resolution Number 528-83, dated June 7, 1983, with associated Restrictive Covenants. Subsequent to that, modifications to the site and structure were approved through Town Board Resolution 238-84, dated March 13, 1984.

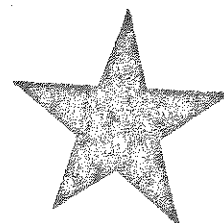
The Property Owner is currently requesting an amendment to the previously approved Site Plan for the construction of interior alterations, exterior facade alterations and an addition to raise the roof height over a portion of the existing building along with associated site improvements as depicted on the plans submitted for Building Permit Application Number 22040420. As per Restrictive Covenant Number 6 of Town Board Resolution Number 528-83, any modifications to the Restrictive Covenants will require initial approval from the Planning Advisory Board (PAB); prior to approval to the Town Board. Restrictive Covenant Number 1 associated with Town Board Resolution Number 238-84 states that the approved Site Plan must be substantially adhered to. As such, these plans have been reviewed and approved by PAB through PAB Resolution Number 3-2022, dated June 9, 2022 and now require the approval of the Town Board.

This Department has reviewed the following seven (7) drawings prepared by Glen Cherveny, R.A., GRCH Architecture P.C., Islandia, New York, are identified as follows:

SHEET NO.	TITLE:	PREPARED BY:	REVISED DATE:
CS	Title Sheet, Drawing List & Site Location Plan	Glen Cherveny, R.A.	03/30/2022
EX-100	Existing Building Elevations	Glen Cherveny, R.A.	03/30/2022
A-100	1 st Floor Construction & Proposed Roof Plan	Glen Cherveny, R.A.	03/30/2022
A-101	Proposed Roof Plan & Proposed Structural/Roof Plan	Glen Cherveny, R.A.	03/30/2022
A-103	Proposed Building Elevations	Glen Cherveny, R.A.	03/30/2022
A-104	Proposed Building Elevations	Glen Cherveny, R.A.	03/30/2022

Also submitted for your review are the following documents:

1. Town Board Resolution Number 238-84, dated March 13, 1984.
2. Town Board Resolution Number 528-83, dated June 7, 1983.
3. Planning Advisory Board Resolution 3-2022, dated June 9, 2022.



4. Memorandum from George Baptista, Deputy Commissioner, Department of Environmental Resources, dated June 9, 2022.

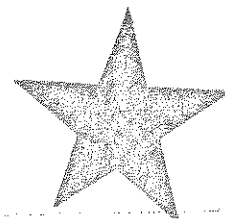
This Department has reviewed the amended Site Plans for the above-captioned property using the standards and requirements of Chapter 246 (Zoning) of the Code of the Town of Oyster Bay. The Department's review finds that the proposed amended Site Plans are in conformance with the guidelines of Chapter 246. Therefore, I recommend the Town Board approve the amended Site Plans herein enumerated in accordance with Chapter 246 of the Code of the Town of Oyster Bay and amend the previous Site Plan Approval.



ELIZABETH L. MACCARONE
COMMISSIONER

ELM/jsv

Cc: Legislative Affairs



RESOLUTION NO. 234-R1

Meeting of March 13, 1982

WHEREAS, by Resolution No. 6-81, adopted December 15, 1981, the Town of Oyster Bay Planning Advisory Board, after having reviewed the proposed site plan entitled "Alteration to the Office of Dr. Gross, 372 South Oyster Bay Road, Hicksville, New York" for the conversion of an addition to an existing one-story residence for use as a professional office under the "R-O" Residence-Office District, prepared by Arthur J. Pancerino, Architect, Sheet A-3, dated August 17, 1981, last revised December 12, 1981, with architectural plans Sheets A-4 and A-5 dated August 30, 1981 and last revised November 23, 1981, recommends approval of said site plan subject to full compliance with the following conditions and provisions:

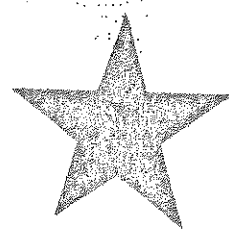
1. WHEREAS, the Oyster Bay Planning Commission, by Resolution 301-2500-84, dated January 13, 1980, recommends the Town Board of the Town of Oyster Bay take such action as they deem appropriate, the Commission having no objections or modifications; and

2. WHEREAS, Frederick P. Ippolito, Commissioner of Planning and Development, by memorandum dated February 6, 1982, reports that it is the opinion of the Planning Advisory Board that the proposed subject site recently placed in the "R-O" Residence-Office District by the Town Board will be an asset to the community at large; and

3. WHEREAS, the Town Board of the Town of Oyster Bay, after having reviewed the recommendations of the Town Environmental Quality Review Commission, which reported that the petition of ARTHUR J. PANCERINO, M.D., would not have a significant effect on the environment, did, by Resolution No. 121-82, dated December 7, 1981, determine the application of ARTHUR J. PANCERINO, M.D., would not have a significant effect on the environment and said Town Board declared and found the same to be negative in accordance with the rules and regulations of the New York State Environmental Quality Review Act;

NOW, THEREFORE, BE IT RESOLVED, That the site plan entitled "Alteration to the Office of Dr. Gross, 372 South Oyster Bay Road, Hicksville, New York" prepared by Arthur J. Pancerino, Architect, Sheet A-3, dated August 17, 1981, last revised December 12, 1981, with architectural plans Sheets A-4 and A-5, dated August 30, 1981 and last revised November 23, 1981, be and the same is hereby approved subject to full compliance in all respects with the following conditions and provisions recited in Planning Advisory Board Resolution No. 6-81:

1. The site plan approved herein shall be substantially adhered to as to site layout and landscaping for all purposes, including but not limited to off-street parking, ingress and egress, and plantings.
2. Adequate drainage plans shall be provided.



4. There shall be full compliance with the requirements of the State of New York Department of Transportation and Town of Westbury Department of Public Works with regard to such rules for ingress and egress to the site.

5. The exterior of all structures, the parking lot, access areas and all other installations visible to the public shall be continuously maintained and kept neat and in good repair.

6. All parking and loading shall be placed and kept in suitable covered or enclosed.

7. That no exterior lighting to be installed in the rear shall be attached to the detached garage and aimed toward the main building away from the residential homes.

8. That a total of four (4) off-street parking spaces shall be provided on the site, in tandem, in the driveway located along the southerly property line.

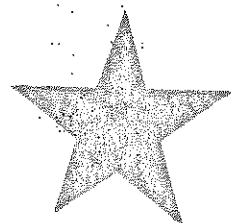
9. That the proposed rear extension, approximately 10' x 48' ft., shall only be constructed in a manner that will conform to the existing architectural style and residential character of the existing building.

10. This resolution is not intended to approve building and construction plans which shall be submitted to the Division of Building for approval prior to the issuance of building permits.

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

Supervisor Foley	Aye
Councilman Mosca	Aye
Councilman Moore	Aye
Councilman DiGiorgio	Aye
Councilman Clark	Aye
Councilman Wines	Aye
Councilman Vandevoort	Aye

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



DCR:jk

RESOLUTION NO. 528-83

Meeting of June 7, 1983

WHEREAS, ARTHUR J. GROSS, M. D., by petition verified September 29, 1982, heretofore petitioned the Town Board of the Town of Oyster Bay for a Change of Zone from "D" Residence District to "R-O" Residence-Office District on the premises situated at 372 South Oyster Bay Road, Hicksville, New York, and described below; and

WHEREAS, a duly advertised public hearing on said petition was held by the Town Board of the Town of Oyster Bay on March 22, 1983, at which hearing all parties interested in the subject matter and desiring to be heard, were heard; and

WHEREAS, Gerald J. Barre, P. C., attorney for the petitioner, appeared in support of the application; and

WHEREAS, the Town Board of the Town of Oyster Bay, after having reviewed the recommendations of the Town Environmental Quality Review Commission, which reported that the petition of ARTHUR J. GROSS, M. D., would not have a significant effect on the environment; did, by Resolution No. 1027-82, dated December 7, 1982, determine the application of ARTHUR J. GROSS, M. D., would not have a significant effect on the environment and said Town Board declared and found the same to be negative in accordance with the rules and regulations of the New York State Environmental Quality Review Act; and

WHEREAS, the Nassau County Planning Commission, by Resolution No. 2444-83, adopted May 12, 1983, recommends that the Town Board of the Town of Oyster Bay take such action as it deems appropriate, the Commission having no objections or modifications; and

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

NOW, THEREFORE, BE IT RESOLVED, That the petition of ARTHUR J. GROSS, M. D., for a Change of Zone from "D" Residence District to "R-O" Residence-Office District, to amend and change the Building Zone Ordinance of the Town of Oyster Bay, as amended and revised, by including the premises described below (now in a "D" Residence District) in an "R-O" Residence-Office District, be and the same is hereby GRANTED and the Building Zone Map of the Town of Oyster Bay, County of Nassau, State of New York, as amended and revised, be and the same is hereby amended and changed accordingly on the following described premises:

Approved 24th Com
Deputy Town Attorney

RECEIVED
JUN 13 1983
TOWN OF OYSTER BAY



ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situated, lying and being at Hicksville, Town of Oyster Bay, County of Nassau and State of New York, known as and by parts of Lots 9 and 10 in Block 295 as shown and designated on a certain map entitled "Map of Hill View Farms, Section No. 1 at Hicksville, Town of Oyster Bay, Nassau County, New York, November 1948, Alfred J. Hicks, Licensed Land Surveyor, Lic. No. No. 18262, School House Lane, Syosset, New York." and filed in the Office of the Clerk of the County of Nassau on December 7, 1949 under file No. 4834, which said parts of lots, according to said map when taken together are, bounded and described as follows:

BEGINNING at a point on the westerly side of South Oyster Bay Road, distant 164.70 feet northerly from the extreme northerly end of the arc connecting the westerly side of South Oyster Bay Road with the northerly side of Garden Street; and running thence North 83 degrees, 42 minutes 40 seconds West, 124.14 feet; thence North 6 degrees 17 minutes 20 seconds East, 75 feet; thence South 83 degrees 42 minutes 40 seconds East, 124.39 feet to the westerly side of South Oyster Bay Road; and thence along the westerly side of South Oyster Bay Road, South 6 degrees 29 minutes West, 75 feet to the point or place of BEGINNING.

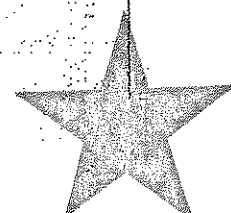
SAID premises being further identified by the street address 372 South Oyster Bay Road, Hicksville, New York.

SAID premises being further identified as Section 12, Block 295, Lot 75 on the Land and Tax Map of the County of Nassau.

The Change of Zone herein granted is subject to voluntary covenants and restrictions imposed upon the subject premises by the applicant herein, ARTHUR J. GROSS, M. D., as Owner in Fee of the above premises as set forth in a written instrument to be duly recorded in the Office of the Clerk of Nassau County and this resolution and change of zone shall become effective only upon such recording.

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

	Supervisor Colby	Aye
	Councilman Mosca	Aye
	Councilman Hogan	Aye
	Councilman Diamond	Absent
cc. Supervisor	Councilman Clark	Aye
Town Board	Councilman Hynes	Aye
Town Att.	Councilman Venditto	Aye
Comptroller(2)		
Planning & Development		
Building Department		



DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION, dated the _____ day of _____, 1983, by ARTHUR J. GROSS, M. D., as DECLARANT herein, residing at 71 Hofstra Drive, Plainview, New York 11803, and as Owner in Fee of the premises described in Schedule "A" below; and

WHEREAS, the DECLARANT petitioned the Town Board of the Town of Oyster Bay for a Change of Zone from "D" Residence District to "R-O" Residence-Office District, on the premises known as 372 South Oyster Bay Road, Hicksville, Town of Oyster Bay, County of Nassau, State of New York, and more fully described in Schedule "A"; and

WHEREAS, a public hearing was held by the Town Board of the Town of Oyster Bay on March 22, 1983; and

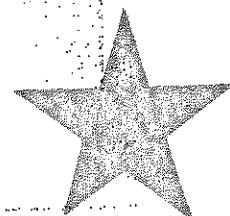
WHEREAS, the Town Board of the Town of Oyster Bay, by Resolution No. 528-83, dated JUNE 7, 1983, approved said application subject to the execution of a Declaration of Restrictive Covenants; and

WHEREAS, ARTHUR J. GROSS, M. D., as Owner in Fee, for the purpose of preserving the value of and in order to insure the orderly development of the below described premises and for the benefit and protection of persons and properties in the area and in order to protect the health, welfare and safety of present and future residents, does hereby voluntarily impose the following covenants and restrictions which shall run with the land and be binding upon the Declarant, ARTHUR J. GROSS, M. D., his successors or assigns,

Approved as to Form
Deputy Town Attorney

NOW, THEREFORE, said DECLARANT, ARTHUR J. GROSS, M. D., does hereby covenant and declare as follows:

1. That for the purposes of providing additional parking, the front lawn area immediately abutting the existing building shall be land banked. In the event the Department of Planning and Development deems it necessary to provide additional or alternate parking, the owner of the subject premises shall, within thirty (30) days after notice, provide such additional parking as may be requested by the Department of Planning and Development.
2. That every effort shall be made by the petitioner or his successors or assigns to effectively continue to maintain the residential exterior appearance of the subject premises.
3. That all shrubs, landscaping, grass areas, parking areas and sidewalks, shall be continually maintained so as to present a favorable appearance.
4. That there shall be no outdoor storage of materials, equipment or waste of any kind. All debris, garbage and refuse shall be stored in covered containers.
5. That there shall be complete and strict compliance with any and all laws, ordinances or directives of the Town of Oyster Bay, County of Nassau, State of New York and the United States of America.



6. That there shall be strict compliance with any and all covenants and conditions recited in this resolution as well as full compliance in all respects with the conditions and provisions which may be recited or contained in a subsequent Town Board resolution following a review of the recommendations of the Planning Advisory Board.

7. That no spotlight shall be installed on the existing building which penetrates into residential properties.

8. That all violations of restrictions, covenants or provisions shall be cured within thirty (30) days after notice by the Town.

9. That no external structural or building additions shall be made unless approved by the Town Board.

10. That all signs shall comply with Section 575.30 of the Building Zone Ordinance of the Town of Oyster Bay.

11. That a privacy fence separating the residence-office district from the abutting properties shall be installed and properly maintained.

12. That no building permit or certificate of occupancy shall be issued unless and until a site plan has been approved by Town Board resolution following the review, report and recommendations of the Planning Advisory Board, which site plan shall be drawn to scale and presented in a form acceptable to the Planning Advisory Board and shall meet the requirements of Sections 80 and 81 of the Building Zone Ordinance, as far as practicable, shall also include landscaping, the size and location of all signs, location and wattage of all external lighting, only one sign or shingle to be permitted for each practitioner, and shall include size, type and location with regard to landscaping, signs and fencing, the location and layout of parking and the interior layout and exterior design of the building, height and type of fencing and screening and any other details or information the Planning Advisory Board may require.

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

Town of Oyster Bay
Planning Advisory Board
Meeting of June 9, 2022

APPROVED AS TO FORM

EXEC. SEC. OF P.A.B.

WHEREAS, an application and proposed plans have been submitted to the Town of Oyster Bay Planning Advisory Board by Fischgrund Dental, PLLC., (hereinafter referred to as "Applicant") 372 South Oyster Bay Rd., Hicksville, New York 11801 for the construction of interior alterations, exterior facade alterations and an addition to raise the roof height over a portion of the existing building along with associated site improvements at 372 South Oyster Bay Rd., Hicksville, New York 11801 (a/k/a Section 12, Block 295, Lot 75 on the Nassau County Land and Tax Maps) located in the "RO" (Residence-Office) Zoning District of the Town of Oyster Bay; and

WHEREAS, the submitted site plans have been reviewed by the Department of Planning and Development in accordance with the requirements of Chapter 246 (Zoning), Section 6 (Site Plan Review) of the Code of the Town of Oyster Bay and has been reviewed by other various interested departments and governmental agencies; and

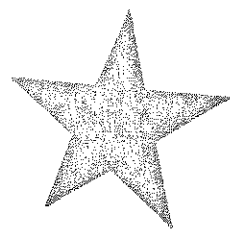
WHEREAS, the Town of Oyster Bay Department of Environmental Resources forwarded a memorandum dated June 9, 2022, to the Planning Advisory Board; and

WHEREAS, the Planning Advisory Board has reviewed said memorandum, and finds that the proposed action is classified as a Type II Action pursuant to the SEQR Type II Actions List, and therefore, adopts same for the purposes of SEQR, and

WHEREAS, the Nassau County Planning Commission, by memorandum dated May 23, 2022, deferred this matter to the Town of Oyster Bay for local determination; and

WHEREAS, at the public meeting held on June 9, 2022, the Planning Advisory Board duly reviewed all the pertinent and relevant materials, exhibits, submissions and testimony; and

WHEREAS, the Planning Advisory Board, based upon the relevant facts and circumstances presented at the public meetings, and based upon the facts and information within the personal knowledge of the members of the Planning Advisory Board, finds the following: that because of the area, location, nature and character of the subject property, the premises are adequate and suitable for the construction of interior alterations, exterior facade alterations and



an addition to raise the roof height over a portion of the existing building along with associated site improvements; and

APPROVED AS TO FORM

[Signature]
EXEC. SEC. of PAB

WHEREAS, the Planning Advisory Board, after due deliberation, finds that the request for the construction of interior alterations, exterior facade alterations and an addition to raise the roof height over a portion of the existing building along with associated site improvements will not constitute an over intensification of land use and will be compatible with the surrounding area and community at large; and

NOW, THEREFORE BE IT RESOLVED that the following six (6) drawings prepared by

Glen Cherveny, R.A., are identified as follows:

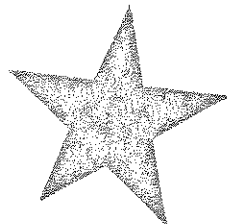
NUMBER	TITLE	LAST REVISED
CS	TITLE SHEET, DRAWING LIST & SITE LOCATION PLAN	03/30/2022
EX-100	EXISTING BUILDING ELEVATIONS	03/30/2022
A-100	FIRST FLOOR CONSTRUCTION & PROPOSED ROOF PLAN	03/30/2022
A-101	PROPOSED ROOF PLAN & PROPOSED STRUCTURAL/ROOF PLAN	03/30/2022
A-103	PROPOSED BUILDING ELEVATIONS	03/30/2022
A-104	PROPOSED BUILDING ELEVATIONS	03/30/2022

which are attached hereto, made part hereof and are hereby APPROVED by the Town of Oyster Bay Planning Advisory Board, subject to final Town Board Site Plan Approval, and subject to full compliance in all respects with the following conditions and provisions:

1. The site plans captioned above shall be strictly adhered to.
2. Pursuant to Chapter 246 (Zoning), Section 6.9.1 (Minor Amendments) of the Code of the Town of Oyster Bay, the Commissioner of the Department of Planning and Development may approve minor adjustments to the Approved Site Plan that are deemed necessary or appropriate. Minor adjustments must be consistent with the basic concepts of the Approved Site Plan.
3. The exterior structures, the parking lot, landscaped areas and all other installations shall be continually maintained and kept neat and in good repair.
4. All garbage and rubbish shall be disposed in accordance with local standards.
5. No lighting shall be located on said site so as to cause any annoyance, inconvenience or glare to abutting neighbors or vehicular traffic.
6. This Resolution is not intended to approve building and construction plans which must be submitted to the Division of Building for approval prior to the issuance of a Building Permit.
7. The subject parcel shall be used and developed so as to comply with all local laws, ordinances, building codes, rules and regulations of any and all Town, County, State and/or Federal bodies, departments or agencies thereof.

A motion for adoption was made by
Member Byrne and seconded by
Member Warner.

The foregoing resolution was



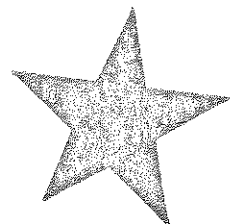
declared adopted after a poll of
the members of the Board, the
vote being recorded as follows:

Chairman Stanco	Aye
Member DiLeonardo	Aye
Member Chabina	Aye
Member Warner	Aye
Member Castellane	Absent
Member Byrne	Aye

APPROVED AS TO FORM

[Signature]
EXEC. SEC. OF P.A.D.

DATE FILED WITH OFFICE OF THE TOWN CLERK: RECEIVED
TOWN CLERK
TOWN OF OYSTER BAY
17 June 2022



Planning

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

June 9, 2022

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

FROM: GEORGE BAPTISTA, JR., DEPUTY COMMISSIONER,
DEPARTMENT OF ENVIRONMENTAL RESOURCES

SUBJECT: PROPOSED SITE IMPROVEMENTS FOR 372 S. OYSTER BAY ROAD, HICKSVILLE
CLASSIFICATION PURSUANT TO THE STATE ENVIRONMENTAL
QUALITY REVIEW ACT (SEQR): TYPE II

LOCATION: 372 S. OYSTER BAY ROAD, HICKSVILLE
SECTION 12 BLOCK 295 LOT(S) 75

APP NO: 22040420

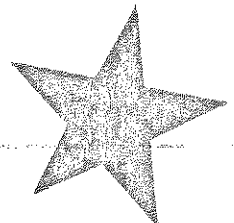
Pursuant to Article 8 of the New York State Environmental Conservation Law, SEQR, and the implementing regulations thereto at 6 NYCRR Part 617, and the Town of Oyster Bay Environmental Quality Review Law (TEQR, Chapter 110 of the Code of the Town of Oyster Bay), the Department of Environmental Resources (DER) has reviewed the above captioned proposed action as requested by the Department of Planning and Development via inter-Departmental Memorandum, dated June 8, 2022. In connection with review of this subject action pursuant to SEQR/TEQR, DER was provided with a set of Site Plans, revised dated March 30, 2022, the New York State Short Environmental Assessment Form, dated June 6, 2022, and the Town of Oyster Bay Short Environmental Assessment Form Addendum, dated June 6, 2022.

On the basis of our evaluation, the Department of Environmental Resources concludes that this proposed action is classified as Type II pursuant to the SEQR Type II Actions List, at 6 NYCRR §617.5(c), item #9, pertaining to, "construction or expansion of a primary or accessory/appurtenant, non-residential structure or facility involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance and consistent with local land use controls, but not radio communication or microwave transmission facilities", and item #18, pertaining to "reuse of a residential or commercial structure, or of a structure containing mixed residential and commercial uses, where the residential or commercial use is a permitted use under the applicable zoning law or ordinance, including permitted by special use permit, and the action does not meet or exceeds any of the thresholds in section 617.4 of this Part."

Actions or classes of actions identified as Type II in the above-referenced section of the SEQR regulations have been pre-determined not to have a significant impact on the environment or are otherwise precluded from environmental review under the Environmental Conservation Law, Article 8, and the SEQR regulations. Inasmuch as the subject proposed action is classified under SEQR's pre-determined Type II Action list, as described above, the Department of Environmental Resources has applied the law and finds that said proposed action does not require the completion of an Environmental Impact Statement (EIS), or any review or other procedural activities pursuant to SEQR/TEQR.


GEORGE BAPTISTA, JR.
Deputy Commissioner

Filepath: DER-DEPT FILES/ TYPE II/372 S. Oyster Bay Rd, Hicksville_6.9.22



Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

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

DATE: JUNE 13, 2022

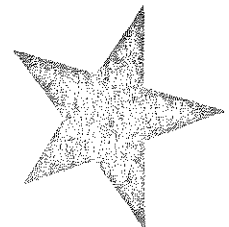
SUBJECT: REQUEST FOR AMENDED SITE PLAN APPROVAL
BUILDING PERMIT APPLICATION NUMBER 22040420
372 S. OYSTER BAY ROAD
HICKSVILLE, NY 11801
SEC. 12 BLK. 295 LOT 75
ZONE: RESIDENCE-OFFICE (RO)
SUPPLEMENTAL MEMO TO FOLLOW

Additional information will be provided in a Supplemental Docket Memorandum in connection with the above referenced matter. I therefore request that a space be reserved at the next available docket for this additional information.


ELIZABETH L. MACCARONE
COMMISSIONER

ELM/jsv

Cc: Legislative Affairs



Meeting of June 28, 2022

Resolution No 476-2022

WHEREAS, pursuant to public notice, bids were duly solicited, and were regularly received on June 15, 2022, for Contract No. DP22-230, Francis M. Gaynor Park Synthetic Turf Field Installation, and said bids were publicly opened and read; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memoranda dated June 10, 2022 and June 17, 2022, advised that in compliance with the Town's Procurement Policy, the bid proposals received for Contract No. DP22-230 were reviewed by the Consulting Engineer, Cameron Engineering & Associates, LLP; and

WHEREAS, by letter dated June 16, 2022, Cameron Engineering & Associates, LLP, recommended the award of Contract No. DP22-230 to LandTek Group, Inc., the lowest responsive and responsible bidder among three (3) bids received, in the amount of \$2,178,100.00; and

WHEREAS, as per Town policy, \$108,905.00 should be added to the low bid amount for potential quantity increases, for a total bid encumbrance of \$2,287,005.00; and

WHEREAS, Commissioner Lenz, by said memoranda, concurred with the recommendation of Cameron Engineering & Associates, LLP, and recommended the award of Contract No. DP22-230, to LandTek Group, Inc., the lowest responsive and responsible bidder, in the amount of \$2,178,100.00, and \$108,905.00 for potential quantity increases, for a total bid encumbrance of \$2,287,005.00; and

WHEREAS, the estimated construction time for completion of the contract is ninety-five (95) calendar days, with funds to be drawn from Accounts No. PKS H 7197 200000 000 2202 001 Project ID 2202PKSA-11 (\$2,000,000.00) and PKS H 7197 20000 000 2202 001 Project ID 2202PKSA-03 (\$287,005.00); and

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

NOW, THEREFORE, BE IT RESOLVED, that the recommendation as hereinabove set forth is accepted, and Contract No. DP22-230 is awarded to LandTek Group, Inc., in an amount not to exceed \$2,287,005.00, in accordance with the provisions herein, and the Supervisor, or his designee, is hereby authorized and directed to execute documents accordingly; and be it further

RESOLVED, that the funds for said payment shall be drawn from Account Nos. PKS H 7197 200000 000 2202 001 Project ID 2202PKSA-11 (\$2,000,000.00) and PKS H 7197 20000 000 2202 001 Project ID 2202PKSA-03 (\$287,005.00); 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 \$2,287,005.00, upon presentation of a duly certified claim, after audit.

-#-

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

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

Reviewed By
Office of Town Attorney

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

JUNE 17, 2022

TO: MEMORANDUM DOCKET

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

SUBJECT: SUPPLEMENTAL DOCKET MEMO. TO ITEM NO. 34
DOCKET OF JUNE 14, 2022
AWARD OF CONSTRUCTION CONTRACT
FRANCIS M. GAYNOR PARK SYNTHETIC TURF FIELD INSTALLATION
CONTRACT NO. DP22-230
ACCOUNT NO.(S) PKS-H-7197-20000-000-2202-001, PROJ ID. 2202PKSA-11
PKS-H-7197-20000-000-2202-001, PROJ ID. 2202PKSA-03

In furtherance to Item No. 34 of the June 14, 2022 docket, on June 15, 2022, the Division of Purchasing received three (3) bids for the subject project and the consulting engineer reviewed the bids. The LandTek Group, Inc. of 105 Sweeneydale Ave, Bay Shore NY, 11706, Federal Tax ID: 11-2945683, submitted the low bid in the amount of \$2,178,100.00.


Attached is a letter dated June 16, 2022 from the office of Cameron Engineering & Associates, LLP. recommending the award of this contract to The LandTek Group for the amount of \$2,178,100.00. In accordance with Town policy, an additional \$108,905.00 shall be encumbered for potential quantity increases, for a total bid encumbrance amount of \$2,287,005.00.

The estimated construction time for completion of the subject contract is 95 calendar days.

Funds are available for the subject contract work in Account No. PKS-H-7197-20000-000-2202-001, Proj. ID. 2202PKSA-11 in the amount of \$2,000,000.00, and Account No. PKS-H-7197-20000-000-2202-001, Proj ID. 2202PKSA-03 in the amount of \$287,005.00.

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

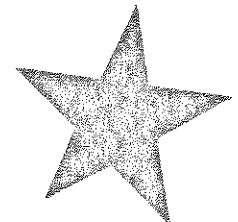
We concur with the recommendation of Cameron Engineering & Associates, LLP and request that Contract No. DP22-230 be awarded to The LandTek Group, Inc. in the bid amount of \$2,178,100.00, and that \$108,905.00 be reserved for potential quantity increases, for a total bid encumbrance amount of \$2,287,005.00.


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

RWL/CT/MR/SC/nm
Attachments

c: Steven C. Ballas, Comptroller
Eric Tuman, Commissioner/General Services
Joseph G. Pinto, Commissioner/Parks

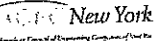

DP22-230 GAYNOR PARK TURF FIELD AWARDSUPP





CAMERON ENGINEERING & ASSOCIATES, L.L.P.

177 Crossways Park Drive Woodbury, NY 11797 (516) 827-4900
1411 Broadway, Suite 610 New York, NY 10018 (212) 324-4000
303 Old Tarrytown Road, 1st Floor White Plains, NY 10603 (914) 721-8300

Active Member of  New York 

Managing Partner
John D. Cameron, Jr., P.E.

Senior Partner
Joseph R. Amato, P.E.

Partners / Principals
Mark Wagner, C.E.P.
Janice Jijina, P.E., AICP, C.E.P.
Nicholas A. Rumbatova, P.E.
Michael J. Huits, P.E.
Andrew L. Narus, P.E., C.C.M.

Associate Partners
Richard J. Zaputski, Jr., P.E.
Stephen Hadjivane, P.E., B.C.E.F.

Senior Associates
Glen Desimone, P.E., C.P.E.
Michael A. De Caglio, R.L.A.

Associate
Sarah Orat, P.E.

June 16, 2022

Mr. John Tassone

Town of Oyster Bay, Division of Engineering
150 Miller Place
Syosset, NY, 11791

Re: Gaynor Park (Bid No. PW 034-22) (Contract No. DP22-230)
Award Recommendation
CE 3179-001

Dear Mr. Tassone:

On June 15, 2022, three bids were publicly opened for the above referenced Public Works project. The bid results are as follows:

1. Landtek Group, Inc. - \$2,178,100.00
2. Athletic Fields of America - \$3,049,895.00
3. Laser Industries, Inc. - \$3,417,500

Cameron Engineering & Associates, LLP has reviewed the Bid Proposal documents received from the low bidder Landtek Group, Inc. (Landtek).

The Bid Proposal submission submitted by Landtek is responsive and complete. The required Bidder's Qualification Statement complies with the specified project requirements. Based on the above, this office recommends awarding the contract for the total amount of \$2,178,100 to Landtek.

The Town should retain all Bid Documents submitted by Landtek and the other bidders. Additionally, we recommend the Town return the Bid Bond deposits of the unsuccessful bidders after the Award of the Contract has been completed.

Should you have any questions, or require additional information, please do not hesitate to contact our office.

Very truly yours,



Walter Sieber
Director of Site Development

WCS/kj
KAC3150-3199ACE3179-001 - GAYNOR PARK CONTRACT DOCUMENTS Bid Results and Letter
Letter.doc

KAC3150-3199ACE3179-001 - GAYNOR PARK CONTRACT DOCUMENTS Bid Results and Letter L 2022-06-15 To Town Award

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TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

June 10, 2022

TO: MEMORANDUM DOCKET

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

SUBJECT: FRANCIS M. GAYNOR PARK SYNTHETIC TURF FIELD INSTALLATION
GLEN HEAD, NEW YORK
CONTRACT NO. DP22-230
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 June 28, 2022 to take action on the award of the Francis M. Gaynor Park Synthetic Turf Field Installation.

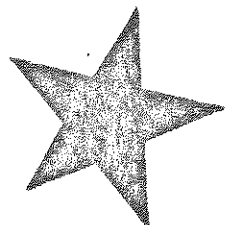


RICHARD W. LENZ, P.E.
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS


RWL/JCT/MR/SC/nm

cc: Joseph Pinto, Commissioner/Parks

DP22-230 _Gaynor Park_save a space



477

Meeting of June 28, 2022

Resolution No 477-2022

WHEREAS, pursuant to public notice, bids were duly solicited, and were regularly received on June 15, 2022, for Contract No. DP22-232, Borella Field Synthetic Turf Fields Infield Installation, and said bids were publicly opened and read; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memoranda dated June 10, 2022 and June 17, 2022, advised that in compliance with the Town's Procurement Policy, the bid proposals received for Contract No. DP22-232 were reviewed by the Consulting Engineer, LiRo Engineers, Inc.; and

WHEREAS, by letter dated June 17, 2022, LiRo Engineers, Inc., recommended the award of Contract No. DP22-232 to LandTek Group, Inc., the lowest responsive and responsible bidder among three (3) bids received, in the amount of \$1,033,650.00; and

WHEREAS, as per Town policy, \$51,682.50 should be added to the low bid amount for potential quantity increases, for a total bid encumbrance of \$1,085,332.50; and

WHEREAS, Commissioner Lenz, by said memoranda, concurred with the recommendation of LiRo Engineers, Inc., and recommended the award of Contract No. DP22-232, to LandTek Group, Inc., the lowest responsive and responsible bidder, in the amount of \$1,033,650.00, and \$51,682.50 for potential quantity increases, for a total bid encumbrance of \$1,085,332.50; and

WHEREAS, the estimated construction time for completion of the contract is forty-five (45) calendar days, with funds to be drawn from Account No. PKS H 7197 20000 000 2202 001 Project ID 2022 PKSA-03; and

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

NOW, THEREFORE, BE IT RESOLVED, that the recommendation as hereinabove set forth is accepted, and Contract No. DP22-232 is awarded to LandTek Group, Inc., in an amount not to exceed \$1,085,332.50, in accordance with the provisions herein, and the Supervisor, or his designee, is hereby authorized and directed to execute documents accordingly; and be it further

RESOLVED, that the funds for said payment shall be drawn from Account No. PKS H 7197 20000 000 2202 001 Project ID 2022 PKSA-03; and be it further

RESOLVED, that the Comptroller is hereby authorized and directed to issue a total encumbrance order in a total amount not to exceed \$1,085,332.50, upon presentation of a duly certified claim, after audit.

-#-

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

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

Reviewed By
Office of Town Attorney

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

JUNE 17, 2022

TO: MEMORANDUM DOCKET

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

SUBJECT: SUPPLEMENTAL DOCKET MEMO, TO ITEM NO. 35
DOCKET OF JUNE 14, 2022
~~AWARD OF CONSTRUCTION CONTRACT~~
BORELLA FIELD SYNTHETIC TURF FIELDS INFIELD INSTALLATION
CONTRACT NO. DP22-232
ACCOUNT NO.(S) PKS-H-7197-20000-000-2202-001
PROJECT I.D. 2202PKSA-03


In furtherance to Item No. 35 of the June 14, 2022 docket, on June 15, 2022, the Division of Purchasing received three (3) bids for the subject project and the consulting engineer reviewed the bids. The LandTek Group, Inc. of 105 Sweeneydale Ave, Bay Shore NY, 11706, Federal Tax ID: 112945683, submitted the low bid in the amount of \$1,033,650.00.

Attached is a letter dated June 17, 2022 from the office of LiRo Engineers, Inc. recommending the award of this contract to The LandTek Group Inc., for the amount of \$1,033,650.00. In accordance with Town policy, an additional \$51,682.50 shall be encumbered for potential quantity increases, for a total bid encumbrance amount of \$1,085,332.50.

The estimated construction time for completion of the subject contract is 45 calendar days. Funds are available for the subject contract work in Account No. PKS-H-7197-20000-000-2202-001, Project ID: 2202PKSA-03

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

We concur with the recommendation of LiRo Engineers, Inc and request that Contract No. DP22-232 be awarded to The LandTek Group, Inc. in the bid amount of \$1,033,650.00, and that \$51,682.50 be reserved for potential quantity increases, for a total bid encumbrance amount of \$1,085,332.50.

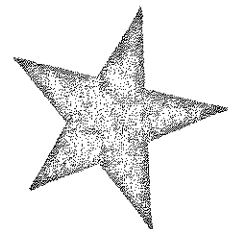

RICHARD W. LENZ, P.E.
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

RWL/SC/MR/SC/nm

Attachments

c: Steven C. Ballas, Comptroller
Eric Tuman, Commissioner/General Services
Joseph G. Pinto, Commissioner/Parks

DP22-232 BORELLA TURF FIELD AWARDSUPP





LiRo Engineers, Inc.
A LiRo Group Company

235 East Jericho Tpke, Mineola, NY 11501 Telephone 516.746.2350 Facsimile 516.747.1396 www.liro.com

June 17, 2022

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

Re: Bid No. PW036-22
Contract No. DP22-232

Borella Field Synthetic Turf Fields Infield Installation in Plainview, NY
Bid Evaluation and Recommendation of Award

Dear Commissioner Lenz,

Bids were received for the above-referenced project at 11:00AM on June 15, 2022 at the Town of Oyster Bay Town Hall West and publicly opened and read. The following is a summary of the three (3) bids received:

Contractor	Total Bid As Read
The LandTek Group, Inc.	\$1,033,650.00
Athletic Fields of America, Inc.	\$1,333,810.00
Laser Industries, Inc.	\$1,678,711.50

As shown in the table of bid results, the apparent low bid is \$1,033,650.00 by The LandTek Group, Inc.

LiRo Engineers, Inc. (LiRo) evaluated The LandTek Group, Inc. bid documents and found no apparent irregularities. LiRo finds The LandTek Group, Inc. of 105 Sweeneydale Avenue, Bay Shore, NY 11706 as the lowest, responsive, responsible bidder, and recommends award of Contract No. DP22-232, Borella Field Synthetic Turf Fields Infield Installation based on the line item unit pricing provided on the bid proposal pages pending approval from the Town Board.

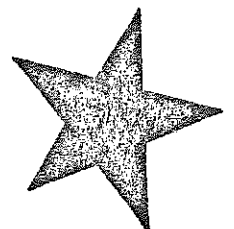
Please feel free to contact me at tsej@liro.com or [REDACTED] if you have any questions or comments.

Very truly yours,

Jason Tse, PE, ENV SP
Senior Civil Engineer

cc: John Tassone
Sunita Chakraborti
Matthew Russo, PE
Carlos Romero, EIT, LiRo
Peter Koklanos, PE, SE, Assoc. DBIA, QRWI, LEED AP BD+C, LiRo

Integrated Construction, Design, and Technology Solutions



TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO


June 10, 2022

TO: MEMORANDUM DOCKET

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

SUBJECT: BORELLA FIELD SYNTHETIC TURF FIELDS INFIELD INSTALLATION
PLAINVIEW, NEW YORK
CONTRACT NO. DP22-232
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 June 28, 2022 to take action on the award of the Borella Field Synthetic Turf Fields Infield Installation.

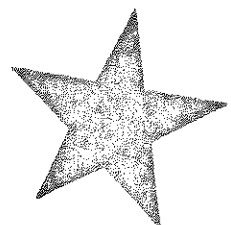


RICHARD W. LENZ, P.E.
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS


RWL/JCT/MR/SC/nm

cc: Joseph Pinto, Commissioner/Parks

DP22-232 Borella Field save a space



Meeting of June 28, 2022

Resolution No 478-2022

WHEREAS, by Resolution No. 747-2021, adopted on December 7, 2021, the Town Board authorized Hirani Engineering & Land Surveying, P.C. to provide On-Call Engineering Services in connection with Structural Engineering under Contract No. PWC19-22, for a two-year term, commencing January 1, 2022 through December 31, 2023; and

WHEREAS, Jim Hirani, P.E., President, Hirani Engineering & Land Surveying, P.C., by letter dated January 14, 2022, described the scope of work to be performed under Contract No. PWC19-22, engineering services related to investigation and preliminary design to resolve water infiltration issues at the Hicksville Parking Facility; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated May 13, 2022, requested Town Board authorization for Hirani Engineering & Land Surveying, P.C., to provide the aforesaid On-Call Engineering Services under Contract No. PWC19-22, and that the Comptroller be directed to issue an encumbrance order in an amount not to exceed \$10,800.00 for this purpose, with funds available for payment in Account No. HWY H 5997 20000 000 2104 016; and

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

NOW, THEREFORE, BE IT RESOLVED, that the requests as hereinabove set forth are approved, and Hirani Engineering & Land Surveying, P.C. is hereby authorized to provide the aforementioned engineering services in connection with Contract No. PWC19-22, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed \$10,800.00 for this purpose, with funds available for payment in Account No. HWY H 5997 20000 000 2104 016.

-#-

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

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

Reviewed By
Office of Town Attorney

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

JUNE 17, 2022

TO : MEMORANDUM DOCKET

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

SUBJECT : SUPPLEMENTAL DOCKET MEMO TO ITEM NO. 36
DOCKET OF JUNE 14, 2022
ON-CALL CONSULTANT SERVICE REQUEST
~~CONTRACT NO. PWC19-22~~
STRUCTURAL ENGINEERING
ACCOUNT NO.: HWY H 5997 20000 000 2104 016
PROJECT ID NO. 2104HWYST-02

In furtherance to Item No. 36 of the docket of June 14, 2022, the consultant, Hirani Engineering & Land Surveying, P.C., has been approved by the Commissioner of Public Works to provide technical services under On-Call Contract No. PWC19-22 by Resolution No. 747-2021 for the subject project. Funds have been made available by the Director of Finance.


Attached is a letter dated June 7, 2022 from Hirani Engineering & Land Surveying, P.C. regarding the scope of work in an amount not to exceed \$102,974.00. Services include a final design and inspection services for reinforcement to the Hicksville Parking Facility ramp/trench drain girders.


Also attached is a letter dated June 7, 2022 from Hirani Engineering & Land Surveying, P.C. regarding the scope of work in an amount not to exceed \$27,000.00. Services include final design services for the Hicksville Parking Facility water infiltration and sheet piling reinforcement.

Attached are availability of funds in the amounts of \$102,974.00 and \$27,000.00 from the Office of the Director of Finance indicating that funds are available in Account No. HWY H 5997 20000 000 2104 016.

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

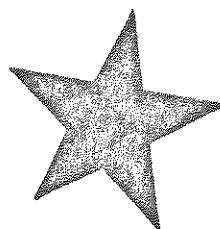
It is hereby requested that the Town Board authorize, by Resolution, Hirani Engineering & Land Surveying, P.C. under Contract No. PWC19-22, On-Call Technical Assistance Relative to Structural Engineering and requests that the Comptroller be directed to issue separate encumbrance orders for these purposes.


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

RWL//SR/lk
Attachment

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

PWC19-22 HIRANI DOCKET HPF FUNDS SUPP 2





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



Requesting Division/Department HIGHWAY

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

Contract Number PWC19-22

Contract Period JANUARY 1, 2022 - DECEMBER 31, 2023

Consultant/Contractor HIRANI ENGINEERING & LAND SURVEYING, P.C.

Discipline STRUCTURAL ENGINEERING

Total Authorization \$160,524.00

Resolution No. 747-2021 Date 12/7/2021

Funded To Date \$57,550.00

Amount Requested \$102,974.00

Account To Be Used HWY H 5997 20000 000 2104 016, PROJ ID 2104HWYST-02

If Capital Account, State The Related Contract Number: H22-235

Description Of Work

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

DESIGN AND INSPECTION SERVICES FOR HICKSVILLE PARKING FACILITY

RAMP GIRDER REINFORCEMENT

Work To Be Completed In Contract Period: Yes ☒ No ☐

A "No" response will require Town Board authorization to extend the contract period.

Required Insurances Are In Effect: Yes ☒ No ☐

A "No" response will prevent further processing of this form.

Required 50% Performance Bond For This Request In Effect: Yes ☐ No ☐ N/A ☒

Amount of Bond \$

Requesting Division/Department

Signature [Signature]

Title DEPUTY COMMISSIONER / DPW

Date 6/13/22

DPW Approval

Only To Be Executed By The Commissioner

Signature [Signature]

Title Commissioner of Public Works

Date 6/15/22

THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

Amount Requested 102,974.00

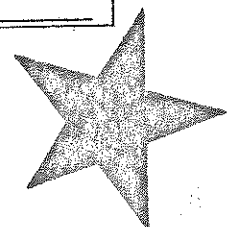
Unencumbered Balance 2,532,472.12

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

Yes ☒ No ☐

Signature [Signature]

Date 6/14/22





TOWN OF OYSTER BAY

WORK ORDER



This Section To Be Completed By The Department Of Public Works

Work Order No. _____

E.O. No. _____

Contract Start 1/1/2022

Contract No. PWC19-22

Contract End 12/31/2023

Commencement Date JANUARY 1, 2022

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

Vendor Name and Address

HIRANI ENGINEERING & LAND SURVEYING, P.C.

120 WEST JOHN STREET

HICKSVILLE, NEW YORK 11801

Requesting Town Department HIGHWAY

Contact MATTHEW RUSSO, P.E. Phone 516-677-5719

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

DESIGN AND INSPECTION SERVICES FOR FOR HICKSVILLE PARKING FACILITY

RAMP GIRDER REINFORCEMENT

This work order shall not exceed \$ \$102,974.00

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

Requesting Division/Department

Department Of Public Works Approval

Only To Be Executed By The Commissioner

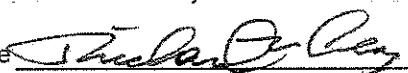
Signature


DEPUTY COMMISSIONER / DPW

Title HIGHWAY DIVISION

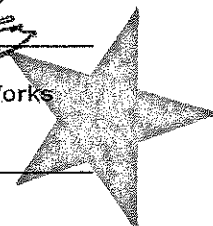
Date _____

Signature



Commissioner of Public Works

Date 6/15/22





Hirani Group

Hirani Engineering & Land Surveying, P.C.

Engineers ■ Land Surveyors ■ Construction Managers

June 7, 2022

Matt Russo, P.E.
Department of Public Works
Town of Oyster Bay
150 Miller Place, Syosset, NY 11791
E: mrusso@oysterbay-ny.gov
O: (516) 677-5719

RE: Trench Drain Ramp Girders-Hicksville Parking Garage Facility, Hicksville, NY

Hirani Proposal No: P22-023 for Structural Engineering Services

Matt

Hirani Engineering and Land Surveying (Hirani) is pleased to submit this proposal for engineering services for the above referenced project. The associated Structural Engineering services are identified in the scope of work outlined below.

SCOPE OF WORK

1. Site

- 1.1. Site visits-In addition to available Sidney Bowne design drawings, Hirani shall perform site visits as required for designing the shoring, formwork and reinforcement of the concrete trench drain girders at column line 17 and D/E (ramps between Grade and Upper Level and between Grade and Lower Level-1).

2. Design (Trench Drain Girder at Column Lines 17 & D/E)

- 2.1 Shoring design-Hirani shall design the shoring required to support the trench drain girders for reinforcement. The shoring design shall be designed keeping the garage functional with minimal disruptions during construction.
- 2.2 Formwork design- Hirani shall design the formwork to support the concrete pour to reinforce the trench drain girders. The formwork design shall be designed to keep the garage functional during construction with minimal disruptions.
- 2.3 Girder reinforcing design-Hirani shall design reinforced concrete beams within the girder cavities to make up for the lost structural capacity along with repairs due to years of deterioration caused by water leaks which have resulted in cracks, spalls and rebar corrosion in these girders.
- 2.4 Contract documents-Hirani shall prepare Contract Documents/bid Set design drawings and specifications for construction.
- 2.5 Bid Support- Hirani shall review all bids and assist TOB in answering RFI's and clarifications sought by the bidding firms.

3 Construction Administration

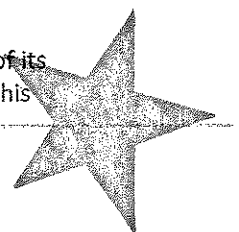
- 3.1 Construction administration services- Hirani shall provide a full time Resident Engineer and Inspector to supervise the construction ensuring compliance with the Contract Documents and Specifications.

TECHNICAL ASSUMPTIONS:

- a. Hirani agrees to provide professional services in accordance with generally accepted standards of its profession in compliance with applicable codes, laws, and regulations in effect as of the date of this

120 West John Street ■ Hicksville, NY 11801 ■ 516-248-1010 ■ Fax: 516-248-9018
421 Seventh Avenue, Room 808 ■ New York, NY 10001 ■ 646-273-5000
www.hiranigroup.com

D/M/SBE





b. Hirani engineer/s shall be provided access to the site (if required) to take measurements or information required for completing the design.

This proposal includes no provisions for costs associated with the following:

- a. Mechanical, Electrical, or Plumbing engineering services.
- b. Testing services (if required shall be coordinated with TOB)
- c. Cost estimates.
- d. Any overtime or weekend work
- e. Any services not specifically enumerated herein this proposal are not included under this contract.

Task						Fee
1.	Site Visits					
1.1.	Site information and meetings (not to exceed fee)					\$1,500
2.	Design					
2.1	Shoring design (not to exceed fee)					\$16,000
2.2	Formwork design (not to exceed fee)					\$16,000
2.3 & 2.4	Reinforcing design and contract documents (not to exceed fee)					\$38,000
2.5	Bid support (not to exceed)					\$4,000
3.	Construction Administration Services					
3.1	Support during construction (assuming 1 month construction duration)					
		Rate	Multiplier	Months	Hours/Month	Total
	Resident Engineer	58	3.00	1	106	\$18,444
	Inspector	35	3.00	1	86	\$9,030
					Total	\$27,474

Note: Price quoted for CA services assumes that the construction duration for this phase of work shall be one month. Should the construction period extend beyond one month, additional time shall be billed on a T/M basis.

TOTAL: \$ 102,974.00

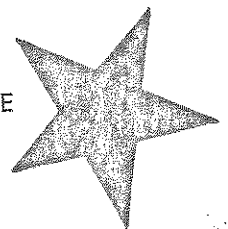
To initiate the work, please sign and return one copy of this agreement to our office. If you have any questions regarding this proposal, please do not hesitate to contact me for further discussion.

Howard

Accepted By:

120 West John Street ▪ Hicksville, NY 11801 ▪ 516-248-1010 ▪ Fax: 516-248-9018
421 Seventh Avenue, Room 808 ▪ New York, NY 10001 ▪ 646-273-5000
www.hiranigroup.com D/M/S

D/M/SBE





Hirani Group

Hirani Engineering & Land Surveying, P.C.

Engineers ■ Land Surveyors ■ Construction Managers

June 7, 2022

Matt Russo, P.E.
Department of Public Works
Town of Oyster Bay
150 Miller Place, Syosset, NY 11791
E: mrusso@oysterbay-ny.gov
O: (516) 677-5719

RE: Seepage/Water Leaks and Sheet Pile Reinforcing-Hicksville Parking Garage Facility, Hicksville, NY
Hirani Proposal No: P22-022 for Structural Engineering Services

Matt

Hirani Engineering and Land Surveying (Hirani) is pleased to submit this proposal for engineering services for the above referenced project. The associated services are identified in the scope of work outlined below.

SCOPE OF WORK

1. Site

- 1.1. Site Visits-Hirani shall conduct site visits (as required) to gather information that may be required for designing the fixes to stop water infiltration and reinforce the corroded sheet pile enclosure below grade.

2. Design

- 2.1. Water Infiltration design fixes-Hirani shall design pressure grouting curtain wall behind the sheet piles to form a water barrier to prevent further deterioration along with sidewalk/concrete repairs and sealing the perimeter at Grade Level.
- 2.2. Sheet pile- Hirani shall design fixes to address the loss in section (exceeding 20%) at the Lower Level-1 and Lower Level-2 steel sheet pile enclosure. Sheet pile with loss less than this limit shall be cleaned and painted.
- 2.3. Bid Support- Hirani shall review all bids and assist TOB in answering RFI's and clarifications sought by the bidding firms.

3. Construction Administration

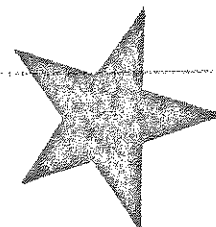
- 3.1 Construction administration services- Hirani shall provide a full time Resident Engineer and Inspector to supervise the construction ensuring compliance with the Contract Documents and Specifications.

TECHNICAL ASSUMPTIONS:

- a. Hirani agrees to provide professional services in accordance with generally accepted standards of its profession in compliance with applicable codes, laws, and regulations in effect as of the date of this agreement.
- b. Hirani engineer/s shall be provided access to the site (if required) to take measurements or information required for completing the design.

120 West John Street ■ Hicksville, NY 11801 ■ 516-248-1010 ■ Fax: 516-248-9018
421 Seventh Avenue, Room 808 ■ New York, NY 10001 ■ 646-273-5000
www.hiranigroup.com

D/M/SBE





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



Requesting Division/Department

HIGHWAY

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

Contract Number PWC19-22

Contract Period JANUARY 1, 2022 - DECEMBER 31, 2023

Consultant/Contractor HIRANI ENGINEERING & LAND SURVEYING, P.C.

Discipline STRUCTURAL ENGINEERING

Total Authorization \$187,524.00

Resolution No. 747-2021 Date 12/7/2021

Funded To Date \$160,524.00

Amount Requested \$27,000.00

Account To Be Used HWY H 5997 20000 000 2104 016, PROJ ID 2104HWYST-02

If Capital Account, State The Related Contract Number: H22-235

Description Of Work

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

FINAL DESIGN SERVICES FOR HICKSVILLE PARKING FACILITY

WATER INFILTRATION AND REINFORCING

Work To Be Completed In Contract Period: Yes ☒ No ☐

A "No" response will require Town Board authorization to extend the contract period.

Required Insurances Are In Effect: Yes ☒ No ☐

A "No" response will prevent further processing of this form.

Required 50% Performance Bond For This Request In Effect: Yes ☐ No ☐ N/A ☒

Amount of Bond \$

Requesting Division/Department

Signature [Signature]
Title DEPUTY COMMISSIONER / DPW
Date HIGHWAY DIVISION 6/13/22

DPW Approval

Only To Be Executed By The Commissioner

Signature [Signature]
Title Commissioner of Public Works
Date 6/15/22

THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

Amount Requested 27,000.00

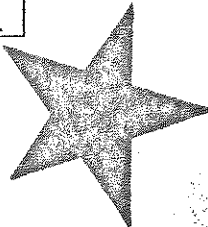
Unencumbered Balance 2,532,472.12

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

Yes ☒ No ☐

Signature [Signature]

Date 6/14/22





TOWN OF OYSTER BAY

WORK ORDER



This Section To Be Completed By The Department Of Public Works

Work Order No. _____

E.O. No. _____

Contract Start 1/1/2022

Contract No. PWC19-22

Contract End 12/31/2023

Commencement Date JANUARY 1, 2022

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

Vendor Name and Address

HIRANI ENGINEERING & LAND SURVEYING, P.C.

120 WEST JOHN STREET

HICKSVILLE, NEW YORK 11801

Requesting Town Department HIGHWAY

Contact MATTHEW RUSSO, P.E. Phone 516-677-5719

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

FINAL DESIGN SERVICES FOR FOR HICKSVILLE PARKING FACILITY

WATER INFILTRATION AND REINFORCING

This work order shall not exceed \$ \$27,000.00

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

Requesting Division/Department

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

Signature

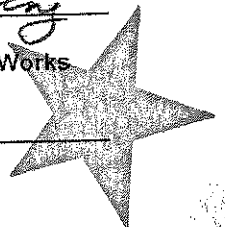
DEPUTY COMMISSIONER / DPW
HIGHWAY DIVISION

Signature

Commissioner of Public Works

Date

Date 6/15/22



TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

JUNE 13, 2022


TO: MEMORANDUM DOCKET

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

SUBJECT: ON-CALL ENGINEERING SERVICE REQUEST
RELATIVE TO STRUCTURAL ENGINEERING
CONTRACT NO. PWC19-22
SUPPLEMENTAL MEMO TO FOLLOW

The consultant, Hirani Engineering & Land Surveying, P.C., has been approved by the Commissioner of Public Works to provide engineering services under On-Call Contract No. PWC19-22 by Resolution No. 747-2021 for the subject project. A request for authorization under this contract is currently being prepared by the Division of Engineering, which shall be submitted by Supplemental Memorandum Docket.

It is hereby requested that a space be reserved at the Town Board meeting of June 28, 2022 for the Town Board to take action for this purpose.

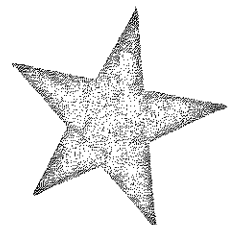

RICHARD W. LENZ, P.E.
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

RWL/JCN/MR/nm

Attachment

Cc: Steve C. Ballas, Comptroller

PWC19-22 HIRANI DOCKET HPG FUNDS RESERVE 2



Meeting of June 28, 2022

Resolution No.479 -2022

BE IT RESOLVED, That the Town Board of the Town of Oyster Bay, 30008 (Location Code), hereby established the following standard work days for these titles and will report the officials to the New York State and Local Retirement based on their record of activities:

Name	Social Security Number	NYSLRS ID	Title	Current Term Begin & End Dates	Standard Work Day	Record of Activities Result	Not Submitted	Pay Frequency	Tier 1
Elected Officials									
Joseph S. Saladino			Town Supervisor	1/1/22 – 12/31/23	8	42.0	<input type="checkbox"/>	Biweekly	<input type="checkbox"/>
Richard LaMarca			Town Clerk	1/1/22 – 12/31/23	8	23.10	<input type="checkbox"/>	Biweekly	<input type="checkbox"/>
Michele M. Johnson			Town Board Member	1/1/22 – 12/31/25	6	22.82	<input type="checkbox"/>	Biweekly	<input type="checkbox"/>
Louis B. Imbroto			Town Board Member	1/1/22 – 12/31/25	6	30.95	<input type="checkbox"/>	Biweekly	<input type="checkbox"/>
Thomas P. Hand			Town Board Member	1/1/22 – 12/31/25	6	25.96	<input type="checkbox"/>	Biweekly	<input type="checkbox"/>

and

BE IT FURTHER RESOLVED, That Resolution No. 702-2017, adopted on November 14, 2017 is hereby amended to reflect the correct ROA Result for the following elected official only, with no other change to the Resolution,

Name	Social Security Number	NYSLRS ID	Title	Current Term Begin & End Dates	Standard Work Day	Record of Activities Result	Not Submitted	Pay Frequency	Tier 1
Thomas P. Hand			Town Board Member	5/23/17 – 12/31/17	6	25.96	<input type="checkbox"/>	Biweekly	<input type="checkbox"/>

and

Reviewed By
Office of Town Attorney

BE IT FURTHER RESOLVED, That Resolution No. 399-2018, adopted on June 12, 2018 is hereby amended to reflect the correct ROA Result for the following elected official only, with no other change to the Resolution,

Name	Social Security Number	NYSLRS ID	Title	Current Term Begin & End Dates	Standard Work Day	Record of Activities Result	Not Submitted	Pay Frequency	Tier 1
Thomas P. Hand			Town Board Member	1/1/18 – 12/31/21	6	25.96	<input type="checkbox"/>	Biweekly	<input type="checkbox"/>

I, **Richard LaMarca**, Clerk of the governing board of the Town of Oyster Bay, of the State of New York, do hereby certify that I have compared the foregoing with the original Resolution passed by such board at a legally convened meeting held on the 28th day of **June, 2022**, on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Oyster Bay on this 28th day of **June, 2022**,

Affidavit of posting: I, **Richard LaMarca**, being duly sworn, deposes and says that the posting of the Resolution began on **June 28, 2022** and continued for at least 30 days. That the resolution was available to the public on the

- ☐ Employer's website at www.oysterbaytown.com
☐ Official sign board at 54 Audrey Avenue, Oyster Bay, New York [seal]
☐ Main entrance clerk's office

Employer: Town of Oyster Bay, Location Code 30008

#

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

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

Town of Oyster Bay
Inter-Departmental Memo

DATE: June 16, 2022

TO: Memorandum Docket

FROM: Vicki Spinelli, Deputy Commissioner

THROUGH: John Canning, Commissioner
Department of Human Resources

SUBJECT: Standard Workday Reporting and Resolution for Elected & Appointed Positions

Pursuant to the Section 315.4 of the New York Codes Rules and Regulations of the New York State and Local Retirement System, concerning the calculation and reporting of days worked for elected or appointed officials, the governing board of the elected or appointed officials shall establish, by resolution, a standard work day for each elective or appointive position.

Pursuant to the foregoing, this office recommends Town Board adoption of a Standard Workday Resolution for the following elected and appointed officials for their respective terms of office based on the record of activities that are maintained and submitted by the Office of the Town Clerk:

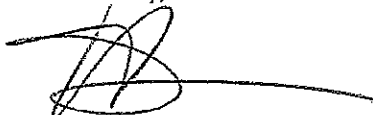
Social Security Number	Title	Current Term	NYSLRS Registration No.	Standard Workday
[REDACTED]	Town Supervisor, Joseph S. Saladino	1/1/2022-12/31/2023	[REDACTED]	8 hrs/day
[REDACTED]	Town Clerk, Richard L. LaMarca	1/1/2022-12/31/2023	[REDACTED]	8 hrs/day
[REDACTED]	Town Board Member, Michele M. Johnson	1/1/2022-12/31/2025	[REDACTED]	6 hrs/day
[REDACTED]	Town Board Member, Louis B. Imbroto	1/1/2022-12/31/2025	[REDACTED]	6 hrs/day
[REDACTED]	Town Board Member, Thomas P. Hand	1/1/2022-12/31/2025	[REDACTED]	6 hrs/day

In addition, this office is requesting an amendment of Resolution Numbers 702-2017 adopted on November 14, 2017 and 399-2019 adopted on June 12, 2018 to reflect the correct Record of Activity for Thomas P. Hand.

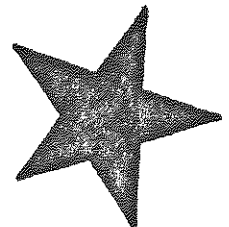
None of the aforementioned Elected and Appointed officials are Tier 1 members.

Said Resolution shall be adopted at the Town Board Meeting on June 28, 2022, in the format set forth by the aforementioned regulations.

Sincerely,



Vicki Spinelli
Deputy Commissioner
Department of Human Resources



Meeting of June 28, 2022

Resolution No. 480-2022

Reviewed By
Office of Town Attorney
Donnica Walke

RESOLVED, That a public hearing will be held before the Town Board, in the Hearing Room, Town Hall, East Building, 54 Audrey Avenue, Oyster Bay, New York 11771, on the 12th day of July, 2022, at 10:00 o'clock a.m., prevailing time, or as soon thereafter as practicable, to consider amending the Code of the Town of Oyster Bay, New York, by adopting a new Local Law entitled, "A LOCAL LAW TO AMEND CHAPTER 246 – ZONING, SECTION 246-2.4 DEFINITIONS, SECTION 246-5.5.5, APARTMENTS OVER STORES OR OFFICES, AND SECTION 246-5.2 SCHEDULE OF USE REGULATIONS – NONRESIDENCE DISTRICTS, OF THE CODE OF THE TOWN OF OYSTER BAY."; and be it further

RESOLVED, That the Town Clerk shall publish a notice of said hearing in the newspapers of general circulation in the Town of Oyster Bay pursuant to the provisions of law.

-#-

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

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

JS
Reviewed By
Office of Town Attorney

America Wolfe

PUBLIC NOTICE

PLEASE TAKE NOTICE, that pursuant to law, a public hearing will be held before the Town Board, in the Hearing Room, Town Hall, East Building, 54 Audrey Avenue, Oyster Bay, New York, on the 12th day of July, 2022, at 10:00 o'clock a.m., prevailing time, or as soon thereafter as practicable, to consider the following amendment to the Code of the Town of Oyster Bay, Chapter 246, Zoning, in the manner set forth hereinafter: PROPOSED LOCAL LAW, entitled "A LOCAL LAW TO AMEND CHAPTER 246 – ZONING, SECTION 246-2.4 DEFINITIONS, SECTION 246-5.5.5, APARTMENTS OVER STORES OR OFFICES, AND SECTION 246-5.2 SCHEDULE OF USE REGULATIONS – NONRESIDENCE DISTRICTS, OF THE CODE OF THE TOWN OF OYSTER BAY." The abovementioned Local Law is on file and may be viewed daily (except Saturday, Sunday and Holidays) between the hours of 9:00 a.m. and 4:45 p.m., prevailing time, at the Office of the Town Clerk located at Oyster Bay and Massapequa. All persons interested in the subject matter of said hearing shall have an opportunity to be heard in connection with the aforementioned Local Law at the time and place designated herein.

TOWN BOARD OF TOWN OF OYSTER BAY. JOSEPH S. SALADINO, Supervisor.
RICHARD LaMARCA, Town Clerk. Dated: June 14, 2022, Oyster Bay, New York.

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

TO : MEMORANDUM DOCKET
FROM : Office of the Town Attorney
DATE : June 14, 2022

SUBJECT: Proposed Local law entitled: "A LOCAL LAW TO AMEND CHAPTER 246 – ZONING, SECTION 246-2.4 DEFINITIONS, SECTION 246-5.5.5, APARTMENTS OVER STORES OR OFFICES, AND SECTION 246-5.2 SCHEDULE OF USE REGULATIONS – NONRESIDENCE DISTRICTS, OF THE CODE OF THE TOWN OF OYSTER BAY."

This office has prepared the following items necessary to establish a new local law referenced above:

1. Public Notice;
2. Resolution calling for a Public Hearing; and
3. Proposed legislation.

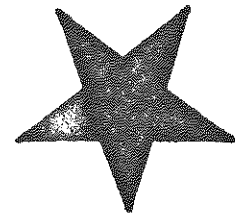
Kindly place this matter on the Town Board Action calendar for June 28, 2022 at 10:00 a.m.

FRANK M. SCALERA
TOWN ATTORNEY

Domenica Wolfe

Domenica Wolfe
Deputy Town Attorney

Enclosure



Local Law Filing

Town of OYSTER BAY

Local Law No. _____ of the year 2022

A LOCAL LAW TO AMEND CHAPTER 246 – ZONING, SECTION 246-2.4 DEFINITIONS, SECTION 246-5.5.5, APARTMENTS OVER STORES OR OFFICES, AND SECTION 246-5.2 SCHEDULE OF USE REGULATIONS – NONRESIDENCE DISTRICTS, OF THE CODE OF THE TOWN OF OYSTER BAY

Be it enacted by the TOWN BOARD of THE TOWN OF OYSTER BAY as follows:

Section 1. Amend Chapter 246-ZONING, Section 246-2.4, Definitions as follows:

Delete the definition of “FLOOR AREA, GROSS (residential)” in its entirety and replace as follows:

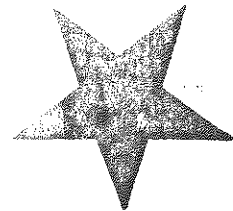
FLOOR AREA, GROSS (residential) - The sum of the horizontal areas of all floors of all *buildings*, on a *lot*, measured from the exterior faces of the walls of each floor. *Gross floor area* includes the area of all structures on the premises including garages, roofed-over balconies, decks, [except for decks not more than 3 feet above grade], or porches [except for unenclosed roofed-over porches up to six feet in width which face a *street* or extend continuously from the *street* side to the *side yard* (wrap-around porch)], attic space and loft floor space, if any. The *floor area* of basement space having a headroom greater than seven feet (including conversions of all basements to finished storage and/or habitable space) shall also be counted in all residential zoning districts except R1-20, R1-1A, R1-2A and R1-5A. The *floor area* of any space which exceeds 10 feet in height, excluding garages and excluding second *story* floor space where the extra ceiling height is within what would otherwise be attic space, shall be counted at 1.5 times their actual *floor area*. The area of any detached garage shall be included if it exceeds 400 square feet in area.

Section 2. Amend Chapter 246 – ZONING, Section 246-5.5.5, to read as follows:

Section 246-5.5.5 – (RESERVED)

Section 3. Delete Chapter 246 – ZONING, Section 246-5.5.5.1 through Section 246-5.5.5.2, inclusive.

Section 4. Amend Chapter 246 – ZONING, Section 246-5.2, Schedule of Use Regulation – Nonresidence Districts, to remove “Apartments over stores or offices (Sec. 246-5.5.5).”



Section 4. SEQRA Determination. It is hereby determined pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., that the adoption of this local law is a "Type II" Action within the meaning of Section 617.5 (c)(26) of 6 N.Y.C.R.R., pertaining to "routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment" and, accordingly, is of a class of actions which do not have a significant effect on the environment and no further review is required.

Section 5. Severability. If any section, subdivision or provision of this local law or the application thereof to any person or circumstance be adjudged invalid by a court of competent jurisdiction, such judgment shall be confined in its operation to the section, subdivision or provision of or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this local law, or the application thereof to other persons or circumstances.

Section 6. Effective Date. This local law shall take effect immediately upon its adoption and filing with the Office of the Secretary of State.

Certification:

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 2022 of the Town of Oyster Bay was duly passed by the Town Board on _____, 2022, in accordance with the applicable provisions of law.

Clerk of the Town of Oyster Bay

(Seal)

Date: _____, 2022

STATE OF NEW YORK
COUNTY OF NASSAU

I, the undersigned, hereby certify that the foregoing local law contains the correct text and that all proper proceedings have been had or taken for the enactment of the local law annexed hereto.

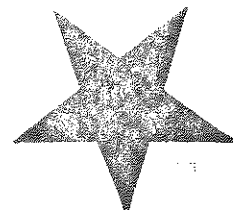
Signature

Town Attorney

Title

Town of _____
Oyster Bay

Date: _____, 2022



Meeting of June 28, 2022

Resolution No 481-2022

WHEREAS, pursuant to duly published notice, a hearing was held before the Town Board on June 14, 2022, to present Contracts for Fire Protection, as follows:

<u>FIRE COMPANY</u>	<u>FIRE PROTECTION DISTRICT</u>	<u>AGREED PER ANNUM AMOUNT NOT TO EXCEED</u>
<u>CALENDAR YEAR 2022</u>		
1. Atlantic Steamer Fire Company No. 1	Oyster Bay	\$ 556,874.00
2. Oyster Bay Fire Department, Inc.	Oyster Bay	\$ 556,874.00
<u>CALENDAR YEAR 2023</u>		
1. Atlantic Steamer Fire Company No. 1	Oyster Bay	\$ 562,443.00
2. Oyster Bay Fire Department, Inc.	Oyster Bay	\$ 562,443.00
<u>CALENDAR YEAR 2024</u>		
1. Atlantic Steamer Fire Company No. 1	Oyster Bay	\$ 568,067.00
2. Oyster Bay Fire Department, Inc.	Oyster Bay	\$ 568,067.00
<u>CALENDAR YEAR 2025</u>		
1. Atlantic Steamer Fire Company No. 1	Oyster Bay	\$ 573,748.00
2. Oyster Bay Fire Department, Inc.	Oyster Bay	\$ 573,748.00

WHEREAS, in addition to the costs of the aforesaid fire protection contracts, as required by New York State Law, the Town of Oyster Bay is also a member of the Joint Sponsoring Board of the Oyster Bay Fire Protection District Length of Service Award (LOSAP) Program, and the Town's contribution for which, for each of the years 2022, 2023, 2024 and 2025, is estimated not to exceed \$275,000.00 annually;

WHEREAS, the Town Board finds it desirable to authorize the Town to enter into Contracts with the above-listed entities for the period January 1, 2022 – December 31, 2025, *nunc pro tunc*, and also finds it desirable to continue its joint sponsorship of the Oyster Bay Fire Protection District LOSAP Program,

NOW, THEREFORE, BE IT RESOLVED, That the Supervisor or his designee is hereby authorized to execute the aforesaid Contracts covering Fire Protection on behalf of the Town, and authorizes payment for same, as well as other documents that are necessary to carry out the purpose of this Resolution and Contracts to be effective *nunc pro tunc* January 1, 2022, and be it further

RESOLVED, That the Town shall continue as a member of the Joint Sponsoring Board of the Oyster Bay Fire Protection District LOSAP Program, and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment, in an amount not to exceed those detailed herein, for the listed Contracts and for LOSAP payments, with funds to be drawn from Account No., TWN SF08 3410 44910 000 0000, upon submission of a duly certified claim, after audit.

-#-

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

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

Reviewed By
Office of Town Attorney
Elizabeth A. Faughman

Meeting of June 28, 2022

Resolution No 482-2022

Reviewed By
Office of Town Attorney

Elizabeth A. Jaughan

WHEREAS, pursuant to duly published notice, a public hearing was held before the Town Board on June 14, 2022, at 10:00 a.m., prevailing time, in the Hearing Room, Town Hall, East Building, 54 Audrey Avenue, Oyster Bay, New York, at which hearing all parties interested were given an opportunity to be heard upon the question of the proposed contract between the Town of Oyster Bay, acting on behalf of the Glenwood-Glen Head Fire Protection District and Liberty Utilities (New York Water) Corp., for the period January 1, 2022 through December 31, 2022, *nunc pro tunc* for the rental of two hundred twenty-nine (229) hydrants located within the Town's boundaries, which hydrants are owned and maintained by Liberty Utilities (New York Water) Corp., and payment for same, at a rental of Eight Hundred Seventy-Three Dollars and Thirty-Seven Cents (\$873.37) per hydrant per annum, not to exceed a total amount of \$200,001.73; and

WHEREAS, following due deliberation, it was determined to be in the best interests of the residents of the Glenwood-Glen Head Fire Protection District to pay Liberty Utilities (New York Water) Corp., for the rental of fire hydrants for the period January 1, 2022 through December 31, 2022, *nunc pro tunc*,

NOW, THEREFORE, BE IT RESOLVED, That the Comptroller is authorized and directed to remit payment, in an amount not to exceed \$200,001.73, to Liberty Utilities (New York Water) Corp. for the rental of fire hydrants for the period January 1, 2022 through December 31, 2022, with funds to be drawn from Account No. TWN SF02 3410 45300 000 0000, upon presentation of a duly certified claim therefor, after audit.

-#-

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

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

Meeting of June 28, 2022

Resolution No 483-2022

WHEREAS, pursuant to duly published notice, a hearing was held before the Town Board on June 28, 2022, to present the Contract for Fire Protection with the East Norwich Volunteer Fire Company No. 1, for the calendar year 2022, *nunc pro tunc*, for the East Norwich Fire Protection District, in a total amount not to exceed \$388,916.00; and

WHEREAS, the Town Board finds it desirable to authorize the Town to enter into a Contract with the East Norwich Volunteer Fire Company No. 1 for the period January 1, 2022–December 31, 2022, *nunc pro tunc*,

NOW, THEREFORE, BE IT RESOLVED, That the Supervisor or his designee is hereby authorized to execute the aforesaid Contract covering Fire Protection on behalf of the Town, for the total amount of \$388,916.00, to be effective, *nunc pro tunc*, January 1, 2022, and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment to the East Norwich Volunteer Fire Company No. 1, with funds to be drawn from Account No. TWN SF12 3410 44910 000 0000, upon submission of a duly certified claim, after audit.

-#-

Reviewed By
Office of Town Attorney

Elizabeth A. Laughman

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

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

Reviewed By
Office of Town Attorney
Robert P. D'Andrea

Meeting of June 28, 2022

Resolution No 485-2022

WHEREAS, James McCaffrey, Chairman, Town of Oyster Bay Housing Authority, by letter dated June 17, 2022, requested that the Town Board accept and approve the election of Mr. Joseph Parella, of 80-42 Barnum Avenue, Plainview, New York 11803, and Ms. Carol D'Andria of 80-61 Barnum Avenue, Plainview, New York 11803, as Tenant Commissioners of the Town of Oyster Bay Housing Authority, each for a term of two (2) years, with said terms commencing on July 1, 2022 and expiring on June 30, 2024,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board hereby approves the hereinabove request to accept and approve the election of Mr. Joseph Parella, of 80-42 Barnum Avenue, Plainview, New York 11803, and Ms. Carol D'Andria of 80-61 Barnum Avenue, Plainview, New York 11803, as Tenant Commissioners of the Town of Oyster Bay Housing Authority, each for a term of two (2) years, with said terms commencing on July 1, 2022 and expiring on June 30, 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	Absent
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

TOWN OF OYSTER BAY
Inter-Office Memorandum

June 17, 2022

TO: MEMORANDUM DOCKET

FROM: Sheila Tarnowski, Legislative Affairs

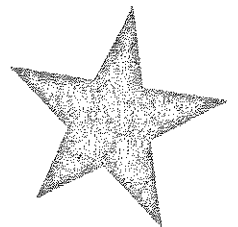
THRU: Office of the Town Attorney

SUBJECT: Town of Oyster Bay Housing Authority

Attached is a copy of a letter dated June 17, 2022 from James McCaffrey, Chairman, recommending the appointment of Joseph Parrella and Carol D'Andraia as Tenant Commissioners of the Town of Oyster Bay Housing Authority, for terms commencing July 1, 2022 through June 30, 2024.

OFFICE OF THE
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

June 17, 2022

Supervisor Joseph Saladino
Hon. Members of the Oyster Bay Town Board
Oyster Bay Town Hall
54 Audrey Avenue
Oyster Bay, NY 11771

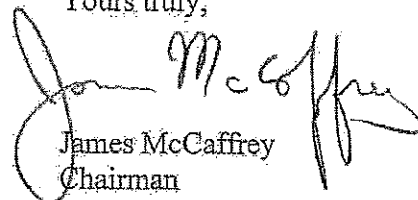
Dear Supervisor Saladino and Town Board Members:

Please be advised that Joseph Parrella of 80-42 Barnum Avenue, Plainview, New York 11803 and Carol D'Andraia of 80-61 Barnum Avenue, Plainview, New York 11803 have been elected as Tenant Commissioners of the Town of Oyster Bay Housing Authority to a term of two (2) years each, commencing July 1, 2022 and expiring June 30, 2024.

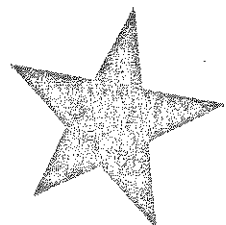
I recommend the Town Board accept and approve the election of both Mr. Parrella and Ms. Carol D'Andraia as Tenant Commissioners.

Thank you for your kind attention in this matter.

Yours truly,


James McCaffrey
Chairman

cc: Office of the Town Attorney



Meeting of June 28, 2022

Resolution No 486-2022

Reviewed By
Office of Town Attorney
Elizabeth A. Fairman

WHEREAS, Meredith Maus, Executive Director, Oyster Bay Main Street Association, by letter dated June 16, 2022, requested the closing of Audrey Avenue from Town Hall to the U.S. Post Office, Oyster Bay, on Sunday, July 3, 2022, from 2:00 p.m. to 5:00 p.m., as well as the use of twelve (12) complete barricades, twenty (20) traffic cones, and some "No Parking" signs, in order to facilitate their re-enactment of one of President Theodore Roosevelt's famous speeches at the bandstand as part of the Theodore Roosevelt Hometown Jubilee;

WHEREAS, John P. Bishop, Deputy Commissioner, Department of Public Works, Highway Division, by memorandum dated June 17, 2022, has advised that the Highway Division has no objection to the closing of Audrey Avenue from Town Hall to the U.S. Post Office, Oyster Bay, on Sunday, July 3, 2022, from 2:00 p.m. to 5:00 p.m., and to providing "No Parking" signs, the use of twelve (12) complete barricades, and twenty (20) traffic cones, for the Theodore Roosevelt Hometown Jubilee, to be held on Sunday, July 3, 2022; 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 accepted and approved, and John P. Bishop, Deputy Commissioner, Department of Public Works, Highway Division is hereby authorized to have the Town provide for the closing of Audrey Avenue from Town Hall to the U.S. Post Office, Oyster Bay, on Sunday, July 3, 2022, from 2:00 p.m. to 5:00 p.m., and to provide "No Parking" signs, the use of twelve (12) complete barricades, and twenty (20) traffic cones, for the Theodore Roosevelt Hometown Jubilee, to be held on Sunday, July 3, 2022, 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.

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	Absent
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Recused

TOWN OF OYSTER BAY

Inter-Departmental Memo

June 17, 2022

TO: MEMORANDUM DOCKET

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS HIGHWAY DIVISION

SUBJECT: OYSTER BAY MAIN STREET ASSOC.
THEODORE ROOSEVELT HOMETOWN JUBILEE
SUNDAY, JULY 3RD 2022


Enclosed please find a copy of the letter from Meredith Maus, Executive Director, of the Oyster Bay Main Street Association is requesting our assistance in conducting their Theodore Roosevelt Hometown Jubilee on Sunday starting July 3rd 2022

The Highway Department has no objection to the organization closing Audrey Avenue from Town Hall to the USPS Post Office and will provide "No Parking" signs to close off the area for the Jubilee on the above -mentioned date from 2:00 P.M. to 5:00 P.M. Further, the Highway Department can readily supply twelve (12) complete barricades and twenty (20) traffic cones for the event.

Oyster Bay Main Street Association are aware that they must follow New York State Guidelines for social distancing and are also aware that the event can be cancelled at any time due to Covid-19.

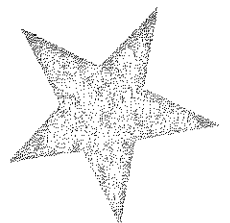
Also attached are the Certificates of Insurance, Endorsement Sheets and Hold Harmless Agreements to cover the event. Therefore, Town Board approval is requested.

Please suspend all rules and place on June 28th 2022 Town Board Calendar


JOHN P. BISHOP, DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS HIGHWAY DIVISION

JPB/kaz
Attachments

C: Richard Lenz, P.E. Commissioner of DPW Steve Kelly, Sign Bureau Supervisor
Grace Santa Maria, Highway Administration Justin McCaffrey, Dept. Public Safety
Peter Brown, General Foreman 002 Richard LaMarca, Town Clerk





OYSTER BAY

MAIN STREET ASSOCIATION

June 16, 2022

Officers

President
Sandra Conder Graham

Vice-President
John Bouifacio

Treasurer
Timothy DiPietro

Secretary
Diana Hauser

Board of Directors

Janie Arty
Claude Balnik
Henry C. Clark
Mario Gallo
Janine Lizza
Richard McKean
Diane Meltzer
Thomas Milana, Jr.
Alexis Pagano
Megan Pearson

Advisory Board

Roger Balnik
Robert Brusca
John Collins
Harriet Gerard Clark
Kimberly Dey
Denise Evans-Sheppard
Kelly Fuhmann
Jerritt Gluck
Rep. Steve Israel
Billy Joel
Leg. Joshua Lafazan
Richard LaMarea
Hunt & Betsy Lawrence
Colleen McKean
Edward Mohlenhoff
Robert Santos
Ryan Schlatter
Dr. Laura Seinfeld
William Sheeline
Dottie Simons
John Speece
Clandia Taglich
Alex Urdea
Councilwoman Vicki Walsh

Staff

Executive Director
Meredith Maus

Project Manager
Sasha Freedman

Supervisor Joseph Saladino
54 Audrey Avenue
Oyster Bay, NY 11771

Dear Supervisor Saladino,

The Oyster Bay Main Street Association would like to formally request permission to bring a new event, along with Friends of Sagamore Hill, to the downtown on Sunday, July 3, 2022. With your permission, we are looking to close down the roads on either side of the bandstand while we host a reenactment of one of Theodore Roosevelt's famous speeches at the bandstand with Roosevelt impersonator Joe Wiegand.

If this is amenable to the Town, the event will take place between 2pm and 5pm on that Sunday. To assist with traffic control for the event, we are requesting the use of 20 barricades, 16 cones, and additionally some "No Parking" signage to be placed in the area. If the cones and barricades can be delivered by the evening of Saturday, July 2, 2022, OBMSA will be responsible for the equipment until it is picked up on the morning of July 5, 2022.

We have read through the NYS guidance on outdoor events and have taken into consideration the need to leave the center of Audrey Ave clear for emergency vehicles in our proposed layout of the event. We will continue to adhere to New York State Guidelines regarding social distancing measures and understand that events may be cancelled due to Covid-19 if the state or Town of Oyster Bay requires it.

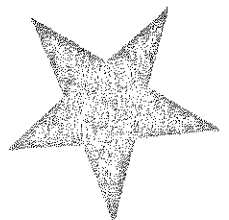
We further acknowledge, that in the event of a conflict with the closure of the road the Town has the right to cancel any date required and will make all efforts to provide OBMSA with a two-week notice.

If there are any questions regarding our protocols or further requirements, please do not hesitate to contact me by phone at 516.922.6982 or email: maus@obmsa.org.

Thank you for your consideration.

Sincerely,


Meredith Maus
Executive Director





OYSTBAY-01

CBROKER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/17/2022

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

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

PRODUCER Geo. V. Bullen & Son Inc. 3333 New Hyde Park Road Suite 300 New Hyde Park, NY 11042	CONTACT NAME:	
	PHONE (A/C No, Ext): (516) 482-7200 FAX (A/C No): (516) 439-4341 E-MAIL ADDRESS: mail@gvbullen.com	
INSURED Oyster Bay Main Street Association Inc. PO Box 116 Oyster Bay, NY 11771	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Continental Casualty Company	20443
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	B4025932909	6/3/2022	6/3/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea 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
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Roosevelt Hometown Jubilee on July 3, 2022

Certificate holder is included as additional insured with respect to general liability as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Town of Oyster Bay
54 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





**BLANKET ADDITIONAL INSURED
AND
LIABILITY EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

TABLE OF CONTENTS	
I.	<u>Blanket Additional Insured Provisions</u>
	A. <u>Additional Insured – Blanket Vendors</u>
	B. <u>Miscellaneous Additional Insureds</u>
	C. <u>Additional Provisions Pertinent to Additional Insured Coverage</u>
	1. <u>Primary – Noncontributory provision</u>
	2. <u>Definition of "written contract."</u>
II.	<u>Liability Extension Coverages</u>
	A. <u>Bodily Injury – Expanded Definition</u>
	B. <u>Broad Knowledge of Occurrence</u>
	C. <u>Estates, Legal Representatives and Spouses</u>
	D. <u>Legal Liability – Damage to Premises</u>
	E. <u>Personal and Advertising Injury – Discrimination or Humiliation</u>
	F. <u>Personal and Advertising Injury – Broadened Eviction</u>
	G. <u>Waiver of Subrogation - Blanket</u>

I. BLANKET ADDITIONAL INSURED PROVISIONS

A. ADDITIONAL INSURED – BLANKET VENDORS

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a "written contract" to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Subparagraphs d. or f.; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- 2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- 3. This provision 2. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
- 4. This provision 2. does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Policy or by endorsement.

B. MISCELLANEOUS ADDITIONAL INSURED

- 1. Who Is An Insured is amended to include as an insured any person or organization (called additional insured) described in paragraphs 3.a. through 3.j. below whom you are required to add as an additional insured on this policy under a "written contract":
- 2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:
 - a. A higher limit of insurance than required by such "written contract";
 - b. Coverage broader than required by such "written contract" and in no event greater than that described by the applicable paragraph a. through k. below; or
 - c. Coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard." But this paragraph c. does not apply to the extent coverage for such liability is provided by paragraph 3.j. below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

- 3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

a. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

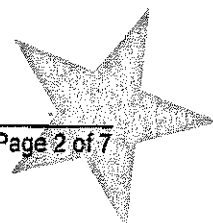
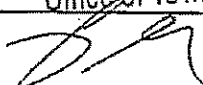
(1) such person or organization's financial control of you; or

(2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

b. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for "bodily injury", "property damage" or "personal and advertising injury" as co-owner of such premises.



c. Grantor of Franchise

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for "bodily injury", "property damage", or "personal and advertising injury" as grantor of a franchise to you.

d. Lessor of Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by your maintenance, operation or use of such equipment, provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury" takes place prior to the termination of such lease.

e. Lessor of Land

Any person or organization from whom you lease land, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury", takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

f. Lessor of Premises

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury", takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

g. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

h. State or Political Subdivisions

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of:

- (1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance or use of any elevators covered by this insurance; or
- (2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or government agency or subdivision or political subdivision; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

With respect to this provision's requirement that additional insured status must be requested under a "written contract", we will treat as a "written contract" any governmental permit that requires you to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "bodily injury", "property damage", or "personal and advertising injury" caused by:

- a. Your acts or omissions; or
- b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

J. Other Person or Organization

Any person or organization who is not an additional insured under paragraphs a. through i. above. Such additional insured is an insured solely for "bodily injury", "property damage" or "personal and advertising injury" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

- (1) For "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services;
- (2) For "bodily injury" or "property damage" included in the "products-completed operations hazard." But this provision (2) does not apply to such "bodily injury" or "property damage" if:
 - (a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "written contract"; and
 - (b) The "written contract" requires you to make the person or organization an additional insured for such "bodily injury" or "property damage"; or
- (3) Who is afforded additional insured coverage under another endorsement attached to this policy.

C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE

With respect only to additional insured coverage provided under paragraphs A. and B. above:

- 1. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other valid and collectible insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "written contract" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

- 2. Under **Liability and Medical Expense Definitions**, the following definition is added:

"Written contract" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

- a. Is currently in effect or becomes effective during the term of this policy; and
- b. Was executed prior to:

- (1) The "bodily injury" or "property damage"; or
 - (2) The offense that caused the "personal and advertising injury";
- for which the additional insured seeks coverage.

II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

A. Bodily Injury -- Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of, "Bodily injury" is deleted and replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

B. Broad Knowledge of Occurrence

Under **Businessowners Liability Conditions**, the Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

Paragraphs a. and b. above apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

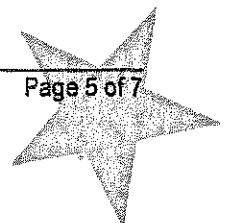
D. Legal Liability -- Damage To Premises

1. Under **B. Exclusions**, 1. **Applicable to Business Liability Coverage**, Exclusion k. **Damage To Property**, is replaced by the following:

k. Damage To Property

"Property damage" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
3. Property loaned to you;



4. Personal property in the care, custody or control of the insured;
5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2 of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs 1, 3, and 4, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs 3, 4, 5, and 6 of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6 of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

2. Under B. Exclusions, 1. Applicable to Business Liability Coverage, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph (14) of the exclusion entitled Personal and Advertising Injury:

Exclusions c, d, e, f, g, h, i, k, l, m, n, and o, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in Section D. Liability And Medical Expenses Limits Of Insurance.

3. The first Paragraph under item 5. Damage To Premises Rented To You Limit of the section entitled Liability And Medical Expenses Limits Of Insurance is replaced by the following:

The most we will pay under Business Liability for damages because of "property damage" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You limit shown in the Declaration.

E. Personal and Advertising Injury – Discrimination or Humiliation

1. Under Liability and Medical Expenses Definitions, the definition of "personal and advertising injury" is amended to add the following:

- h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is based solely on either disparate impact (as opposed to disparate treatment) or vicarious liability, and:

- (1) Not done intentionally by or at the direction of:
 - (a) The insured; or
 - (b) Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and
- (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

2. Under B. Exclusions, 1. Applicable to Business Liability Coverage, the exclusion entitled Personal and Advertising Injury is amended to add the following additional exclusions:

(15) Discrimination Relating to Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

(16) Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.

(17) Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

3. This provision (Personal and Advertising Injury – Discrimination or Humiliation) does not apply if Personal and Advertising Injury Liability is excluded either by the provisions of the Policy or by endorsement.

F. Personal and Advertising Injury - Broadened Eviction

Under Liability and Medical Expenses Definitions, the definition of "Personal and advertising injury" is amended to delete Paragraph c. and replace it with the following:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

G. Waiver of Subrogation - Blanket

We waive any right of recovery we may have against:

- a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.

10020000940259320095306

Reviewed By
Office of Town Attorney

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

This Agreement is made this 16th day of June 2022, by the Oyster Bay Main Street Association, Inc. (Hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as the section of Audrey Avenue between Town Hall and the bandstand and the area of road between the bandstand and the USPS Post Office. To help control the flow of traffic we request that 20 barriers and 16 cones be placed in the referenced municipal parking lot near the generator.

For the event described as Roosevelt Hometown Jubilee

The property/equipment is need from 2 pm to 5 pm on July 3, 2022.

The event for which the property and/or equipment is requested is not a profit-making event.

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

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

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

Name of Organization:

Oyster Bay Main Street Association, Inc.

Address of Organization:

P.O. Box 116

Oyster Bay, NY 11771

By:

Theredit Phans

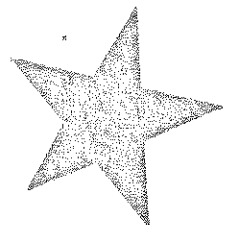
Authorized Representative

Title: Executive Director

Telephone Number: 516.922.6982

Reviewed By
Office of Town Attorney

BR



Meeting of June 28, 2022

Resolution No 487-2022

Reviewed By
Office of Town Attorney
Elizabeth A. Faughnan

WHEREAS, Frank M. Scalera, Town Attorney, and Elizabeth A. Faughnan, Deputy Town Attorney, by memorandum dated June 22, 2022, advised that the Town of Oyster Bay will host an American Spirit Contest to encourage residents to decorate their homes in red, white, and blue with lights, flags, or other decorations for the period beginning July 1, 2022 through July 15, 2022; and

WHEREAS, residents will be able to submit photographs of their homes, and all residents will be invited to vote for their favorite display, with three (3) contest winners to be selected; and

WHEREAS, each winner will receive a Town of Oyster Bay seasonal beach pass for the 2022 beach season if they have not yet purchased a beach pass or will be entitled to one beach pass for the 2023 beach season if they have already purchased a beach pass; and

WHEREAS, Supervisor Joseph S. Saladino has offered to donate the three (3) beach passes, collectively valued at \$180.00; and

WHEREAS, to facilitate the American Spirit Contest, the Office of the Town Attorney, by the aforementioned memorandum, requested that the Town Board accept the Supervisor's monetary donation, which will be used to supply the three (3) beach passes to contest winners,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and the Town hereby authorizes the Department of Parks to accept the above stated donation, with funds to be deposited in Account No. TWN A 0001 02705 000 0000.

- # -

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

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

487

Town of Oyster Bay
Inter-Departmental Memo

19

To: Memorandum Docket

From: Office of the Town Attorney

Date: June 22, 2022

Subject: Town of Oyster Bay American Spirit Contest

The Town of Oyster Bay will host an American Spirit Contest to encourage residents to decorate their homes in red, white, and blue with lights, flags, or other decorations for the period beginning July 1, 2022 through July 15, 2022. Residents will then be able to submit photographs of their homes, and all residents will be invited to vote for their favorite display.

Three (3) contest winners will be selected. Each winner will receive a Town of Oyster Bay seasonal beach pass for the 2022 beach season if they have not yet purchased a beach pass or will be entitled to one beach pass for the 2023 beach season if they have already purchased a beach pass.

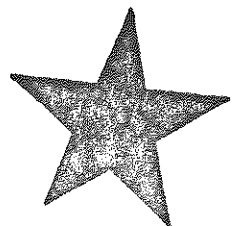
Supervisor Joseph S. Saladino has offered to donate the three (3) beach passes, collectively valued at \$180.00. Thus, to facilitate the American Spirit Contest, it is respectfully requested that the Town Board accept the Supervisor's monetary donation, which will be used to supply the three (3) beach passes to contest winners. The donation will be deposited in Account No. TWN A 0001 02705 000 0000.

Kindly suspend the rules and include this matter on the June 28, 2022 Town Board action calendar. A draft Resolution accompanies this memo.

FRANK M. SCALERA
TOWN ATTORNEY

Elizabeth A. Faughnan
Elizabeth A. Faughnan
Deputy Town Attorney

EAF
Attachment



Reviewed By
Office of Town Attorney
Elizabeth A. Faughnan

WHEREAS, Frank M. Scalera, Town Attorney, and Elizabeth A. Faughnan, Deputy Town Attorney, by memorandum dated June 22, 2022, advised that the Town of Oyster Bay will host an American Spirit Contest to encourage residents to decorate their homes in red, white, and blue with lights, flags, or other decorations for the period beginning July 1, 2022 through July 15, 2022; and

WHEREAS, residents will be able to submit photographs of their homes, and all residents will be invited to vote for their favorite display, with three (3) contest winners to be selected; and

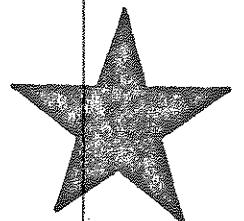
WHEREAS, each winner will receive a Town of Oyster Bay seasonal beach pass for the 2022 beach season if they have not yet purchased a beach pass or will be entitled to one beach pass for the 2023 beach season if they have already purchased a beach pass; and

WHEREAS, Supervisor Joseph S. Saladino has offered to donate the three (3) beach passes, collectively valued at \$180.00; and

WHEREAS, to facilitate the American Spirit Contest, the Office of the Town Attorney, by the aforementioned memorandum, requested that the Town Board accept the Supervisor's monetary donation, which will be used to supply the three (3) beach passes to contest winners,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and the Town hereby authorizes the Department of Parks to accept the above stated donation, with funds to be deposited in Account No. TWN A 0001 02705 000 0000.

- # -



Meeting of June 28, 2022

Resolution No. 488-2022

Reviewed By
Office of Town Attorney
Donna Noll *cs* *inf*

RESOLVED, That a public hearing will be held before the Town Board, in the Hearing Room, Town Hall, East Building, 54 Audrey Avenue, Oyster Bay, New York 11771, on the 12th day of July, 2022, at 10:00 o'clock a.m., prevailing time, or as soon thereafter as practicable, to consider amending the Code of the Town of Oyster Bay, New York, by adopting a new Local Law entitled, "A LOCAL LAW TO AMEND THE CODE OF THE TOWN OF OYSTER BAY BY ADDING CHAPTER 14, "CIVIL ENFORCEMENT AND ADMINISTRATIVE ADJUDICATION" TO PROVIDE THE TOWN AN ADDITIONAL TOOL FOR THE ENFORCEMENT OF VIOLATIONS OF THE CODE OF THE TOWN OF OYSTER BAY."; and be it further

RESOLVED, That the Town Clerk shall publish a notice of said hearing in the newspapers of general circulation in the Town of Oyster Bay pursuant to the provisions of law.

-#-

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

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

PUBLIC NOTICE

PLEASE TAKE NOTICE, that pursuant to law, a public hearing will be held before the Town Board, in the Hearing Room, Town Hall, East Building, 54 Audrey Avenue, Oyster Bay, New York, on the 12th day of July, 2022, at 10:00 o'clock a.m., prevailing time, or as soon thereafter as practicable, to consider the following amendment to the Code of the Town of Oyster Bay in the manner set forth hereinafter: A LOCAL LAW TO AMEND THE CODE OF THE TOWN OF OYSTER BAY BY ADDING CHAPTER 14, "CIVIL ENFORCEMENT AND ADMINISTRATIVE ADJUDICATION" TO PROVIDE THE TOWN AN ADDITIONAL TOOL FOR THE ENFORCEMENT OF VIOLATIONS OF THE CODE OF THE TOWN OF OYSTER BAY.

The abovementioned Local Law is on file and may be viewed daily (except Saturday, Sunday and Holidays) between the hours of 9:00 a.m. and 4:45 p.m., prevailing time, at the Office of the Town Clerk located at Oyster Bay and Massapequa. All persons interested in the subject matter of said hearing shall have an opportunity to be heard in connection with the aforementioned Local Law at the time and place designated herein.

TOWN BOARD OF TOWN OF OYSTER BAY. JOSEPH S. SALADINO, Supervisor.
RICHARD LaMARCA, Town Clerk. Dated: June 28, 2022, Oyster Bay, New York.

Reviewed By
Office of Town Attorney

John W. Hall cs
msf

Town of Oyster Bay
Inter-Departmental Memo

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

TO : MEMORANDUM DOCKET

FROM : Office of the Town Attorney

DATE : June 24, 2022

SUBJECT: Proposed Local law entitled: "A LOCAL LAW TO AMEND THE CODE OF THE TOWN OF OYSTER BAY BY ADDING CHAPTER 14, "CIVIL ENFORCEMENT AND ADMINISTRATIVE ADJUDICATION" TO PROVIDE THE TOWN AN ADDITIONAL TOOL FOR THE ENFORCEMENT OF VIOLATIONS OF THE CODE OF THE TOWN OF OYSTER BAY."

This office has prepared the following items necessary to establish a new local law referenced above:

1. Public Notice;
2. Resolution calling for a Public Hearing; and
3. Proposed legislation.

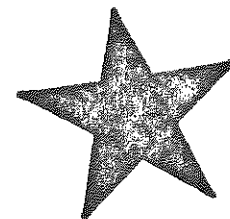
Kindly suspend the rules and place this matter on the Town Board Action calendar for June 28, 2022 at 10:00 a.m.

FRANK M. SCALERA
TOWN ATTORNEY

Domenica Wolfe cc, *MDP*

Domenica Wolfe
Deputy Town Attorney

Enclosure



Local Law Filing

Town of OYSTER BAY

Local Law No. _____ of the year 2022

A LOCAL LAW TO AMEND THE CODE OF THE TOWN OF OYSTER BAY BY ADDING CHAPTER 14, "CIVIL ENFORCEMENT AND ADMINISTRATIVE ADJUDICATION" TO PROVIDE THE TOWN AN ADDITIONAL TOOL FOR THE ENFORCEMENT OF VIOLATIONS OF THE CODE OF THE TOWN OF OYSTER BAY.

BE IT ENACTED BY THE TOWN BOARD OF THE TOWN OF OYSTER BAY AS FOLLOWS:

SECTION 1. Amendment

The Code of the Town of Oyster Bay is amended by adding Chapter 14, Civil Enforcement and Administrative Adjudication, as follows.

CHAPTER 14 : CIVIL ENFORCEMENT AND ADMINISTRATIVE ADJUDICATION

§ 14-1. Legislative Intent.

It is the intention of the Town Board of the Town of Oyster Bay to enable the Town Attorney to pursue any necessary relief in a court of competent jurisdiction for violations of the Code of the Town of Oyster Bay ("Town Code"). Civil actions may be necessary to compensate and preserve the rights of the public where criminal sanctions are inadequate. In addition, it is the intention of the Town Board to establish an administrative adjudication hearing procedure for violations of the Town Code under the provisions of Section 380 of the New York State General Municipal Law, and to authorize the Town Attorney to redress applicable code violations utilizing such procedure as deemed appropriate. The establishment of this administrative adjudicative procedure shall in no way limit the authority of the Town Attorney to seek criminal penalties and/or to seek civil relief in the name of the Town in a court of competent jurisdiction as authorized by law.

§ 14-2. Civil Relief.

The Town Attorney is authorized to pursue, in addition, to any criminal penalties set forth in the Town Code or other applicable law, civil relief in a court of competent jurisdiction, including but not limited to civil monetary penalties or any other civil remedy which in the opinion of the Town Attorney may be deemed necessary under the circumstances. Such civil relief may be sought in a court of competent jurisdiction or before the Bureau of Administrative Adjudication as set forth below whenever permitted by law. Any civil

monetary penalty may be added to the tax bill liability of the subject property where the violation occurred.

§ 14-3. Bureau of Administrative Adjudication.

There shall be a Bureau of Administrative Adjudication ("the Bureau") which shall conduct adjudicatory proceedings for all violations of the Town Code relating to conditions which constitute a threat or danger to the public health, safety or welfare. The Bureau is authorized to render decisions and orders and to impose monetary penalties as provided by law for such violations. Such monetary penalties shall be civil in nature. The Bureau shall not have the power to impose criminal penalties or to sentence a person found to have violated the Town Code to a term of imprisonment. In addition, the Bureau shall not have the power to rule on the constitutionality of any provision of the Town Code, any administrative or adjudicatory procedure, or any action taken by an official or employee of the Town of Oyster Bay.

§ 14-4. Definitions.

VIOLATION

For purposes of this Chapter and throughout the Town Code, the term "violation" refers to any conduct which fails to comply with the requirements of the Town Code or any other applicable provision of law. The term "notice of violation" refers to the written instrument commencing an adjudicatory proceeding before the Bureau of Administrative Adjudication pursuant to this chapter, as well as to any other document so designated in any other chapter of the Town Code for purposes of providing notice of a code violation.

OFFENSE

As used throughout the Town Code, the term "offense" refers to any conduct in violation of the Town Code for which a sentence to a criminal fine and/or term of imprisonment may be imposed by a judge in a criminal proceeding upon conviction. Notwithstanding the use of the terms "violation" and "notice of violation" in the Town Code, any offense set forth in the Town Code shall be classified as a felony, misdemeanor or violation based on the sentence provided therefor, as set forth in New York State Penal Law § 55.10.

SUMMONS or APPEARANCE TICKET

As used throughout the Town Code, the terms "summons" and "appearance ticket" refer to the manner in which a criminal defendant may be given notice as to the commencement of a criminal proceeding charging an offense against the Town Code, as set forth in New York State Criminal Procedure Law § 1.20(26) and (27).

§14-5. Director.

- A. The head of the Bureau shall be the Director who shall be the chief administrative law judge of the Bureau and shall have all the powers of an administrative law judge pursuant to New York State General Municipal Law § 381.
- B. The Director shall be appointed by the Town Supervisor for a term of five (5) years, with the advice and consent of the Town Board. The Director shall be removable only for neglect of duty or misfeasance in office after notice and an opportunity for a hearing. Once appointed and confirmed the Director shall serve until his or her term expires and until his or her successor has been appointed and confirmed. The Director shall devote his or her entire work time to the duties of the office.
- C. The Director shall be an attorney in good standing, admitted to practice for at least five years in the State of New York, and shall be knowledgeable on the subject of administrative law and procedure.
- D. The Director shall have the power to adopt, and shall adopt, rules for the conduct of adjudicatory proceedings by the Bureau consistent with this Chapter. Such rules shall include, but not be limited to, uniform rules of practice, standards for expedited and uncontested proceedings, standards for the assignment of administrative law judges and their removal from cases, and standards for the maintenance of records.
- E. To the extent permitted by law, the Director shall publish and make available to the public all significant decisions rendered by administrative law judges and all decisions rendered by the administrative appeals panel.
- F. The Director shall develop and implement a program of evaluation to aid in the performance of his or her duties and to assist in the making of promotions, demotions or removals, as set forth in New York State General Municipal Law § 381(d).
- G. The Director shall develop and maintain a program for the continuing training and education of administrative law judges and ancillary personnel.
- H. The Director shall collect, compile, and publish statistics and other data with respect to the operation and duties of the Bureau and submit annually to the Town Supervisor, the Town Board, and the public a report on such operations, as set forth in New York State General Municipal Law § 381(f).
- I. The Director shall study the subject of administrative adjudication in all aspects, and shall develop programs including alternate dispute resolution and preliminary or prehearing conferences or mediation which would promote the goals of fairness, uniformity and cost-effectiveness.

§ 14-6. Administrative Law Judges.

- A. The Director shall appoint at least three (3) administrative law judges who shall be attorneys in good standing admitted to practice in the State of New York for at least three years, and who shall have such other qualifications and serve terms as prescribed by the Director.

- B. Except as otherwise provided by law, in the conduct of an adjudication an administrative law judge may:
- (1) Hold conferences for the settlement or simplification of the issues, provided that the settlement and dismissal of proceedings shall be in accordance with the rules of the Director;
 - (2) Administer oaths and affirmations, examine witnesses, rule upon offers of proof, receive evidence, and oversee, regulate, order and enforce such discovery as is appropriate under the circumstances;
 - (3) Upon motion of any party including an agency, or upon the administrative law judge's own motion with consent of the respondent, subpoena the attendance of witnesses and the production of books, records, or other information;
 - (4) Regulate the course of the hearing in accordance with the rules of the Director or other applicable law;
 - (5) Rule on procedural requests or similar matters;
 - (6) Make final findings of fact and final decisions, determinations or orders;
 - (7) Impose monetary penalties as provided by law for each violation; and
 - (8) Take any other action authorized by law.
- C. An administrative law judge may not order the arrest or detention of any person, nor may an administrative law judge deprive any person of a right to counsel.
- D. An administrative law judge shall not participate in any proceeding to which he or she is a party, in which he or she has been attorney, counsel or representative, if he or she is related by consanguinity or affinity to any party to the controversy within the sixth degree, or where such participation is otherwise prohibited by law. Administrative law judges shall insure that all hearings are conducted in a fair and impartial manner.
- E. An administrative law judge may consult on questions of law and ministerial matters with other administrative law judges and the support staff of the Bureau, provided that such Bureau personnel have not been engaged in functions in connection with the adjudicatory proceeding under consideration or a factually related proceeding. In all other respects, unless otherwise authorized by law, an administrative law judge shall not communicate in connection with any issue that relates in any way to the merits of a proceeding pending before the administrative law judge with any person, except upon notice and opportunity for all parties to participate.

§ 14-7. Commencement of Proceedings.

- A. Adjudicatory proceedings shall be commenced by the service of a notice of violation. Every notice of violation shall identify the provision of law charged and shall set forth the factual basis for the violation. Where the notice of violation does not contain this information, it shall be dismissed at the request of the respondent, or the administrative law judge may dismiss the notice of violation upon his or her own motion.
- B. The notice of violation shall contain information advising the person charged of the manner and the time in which such person may either admit or deny the violation charged, the procedure for which shall be set forth in the rules of the Director. Every notice of violation shall also contain a warning to advise the person charged that failure to respond in the manner and time stated in the notice may result in a default decision and order being entered against such person.
- C. The notice of violation shall be served in the same manner as is prescribed for service of process by Article III of the New York State Civil Practice Law and Rules or Article III of the New York State Business Corporation Law, except that:
- (1) Service of a notice of violation may be made by delivering such notice to a person employed by the respondent (a) to work on the premises the occupancy of which caused such violation, or (b) at the premises at which the respondent actually conducts the business the operation of which gave rise to the violation, or (c) at the site of the work with respect to which the violation occurred; or (d) at the place at which the violation occurred; and
 - (2) Service of a notice of violation may be made by certified mail, return receipt requested.
 - (3) A notice of violation of any code or ordinance relating to the prevention of noise pollution caused by an audible motor vehicle burglar alarm or related to the parking, stopping or standing of a motor vehicle may be served upon the owner of such motor vehicle by affixing such notice to such vehicle in a conspicuous place.
- D. Proof of service made pursuant to this chapter shall be filed with the Bureau and, where service is made by certified mail, shall include the return receipt evidencing receipt of the notice served by mail. Service shall be complete ten (10) days after such filing.
- E. Where service of a notice of violation is not made in a manner authorized by law for the violation charged, it shall be dismissed at the request of the respondent, or the administrative law judge may dismiss the notice of violation upon his or her own motion.
- F. The original or a copy of the notice of violation shall be filed and retained by the Bureau and shall be deemed a record kept in the ordinary course of business.

§14-8. Adjudicatory Hearings.

- A. All hearings shall be held in the Town of Oyster Bay during regular business hours at such place as the Director shall designate from time to time. The adjudication of a charge of a violation shall be by way of a hearing before an administrative law judge. However, in accordance with the rules of the Director, in certain circumstances where the respondent has admitted the violation charged and paid the applicable monetary penalty and surcharge for administrative costs, the respondent need not appear for a hearing before an administrative law judge.
- B. The Town Attorney has the burden of proving any charge of a violation by a preponderance of the evidence. In that regard, the notice of violation, if sworn to or affirmed, shall be prima facie evidence of the facts contained therein. The notice of violation shall constitute the testimony of the signator and, when filed with the Bureau, shall be admitted into evidence as such testimony at any hearing on the violation charged. Every such notice of violation shall state whether the facts set forth therein are known personally to the signator, and if the facts are not so known the notice of violation shall specifically identify the source of knowledge of such facts. If the respondent disputes the facts stated in the notice of violation, the administrative law judge, where appropriate, may reject the signator's facts, accept facts the respondent offers, or direct the signator's appearance.
- C. The respondent may be represented by legal counsel. The respondent shall be given an opportunity to present written argument on issues of law and to present evidence and argument on issues of fact. All testimony shall be given under oath or affirmation.
- D. The administrative law judge may, in his or her discretion or at the request of the respondent, on a showing of good cause, subpoena the attendance of witnesses and/or the production of relevant books, records or other information.
- E. A record shall be made of every hearing either by stenographic recording or by mechanical or electronic method as the Director shall determine. A transcript of such record shall be supplied to the respondent upon application and the payment of a transcription fee.

§ 14-9. Final Decisions and Judgments.

- A. After the conclusion of the hearing, the administrative law judge shall make final findings of fact, and a final determination, decision or order with respect to the charge of a violation. All such findings of fact, determinations, decisions and orders shall be written, and shall be rendered in an expeditious manner.
- B. Where the charge of a violation has been sustained, the administrative law judge shall impose a monetary penalty within the range of monetary penalties authorized by the applicable provision of the Town Code. However, the administrative law judge shall have the discretion, which shall rarely be exercised, to waive the imposition of a monetary penalty in extraordinary circumstances upon good cause shown.
- C. Where the charge of a violation has been sustained, there may be levied, in addition to the monetary penalty, a surcharge for administrative costs in an amount as set by resolution from time to time by the Town Board.

- D. A final determination of an administrative law judge imposing a monetary penalty and assessing a surcharge for administrative costs, whether the adjudication was held by hearing or upon default or otherwise, shall constitute a judgment rendered by the Bureau against the respondent which may be entered in the Nassau County District Court, and may be enforced against the respondent and his, her or its property without court proceedings in the same manner as the enforcement of money judgments entered in civil actions; provided however that no such judgment shall be entered which exceeds the jurisdiction of the Nassau County District Court.
- E. Where any final decision or order may not be entered and enforced as a judgment because the amount of monetary penalty exceeds the jurisdictional amount of the Nassau County District Court with respect to actions and proceedings for the recovery of money, such decision or order may be enforced by the commencement of an action or proceeding for the recovery of such monetary penalties in a court of competent jurisdiction by the Town Attorney in the name of the Town of Oyster Bay.
- F. Any unpaid judgment related to a violation on a property in the Town of Oyster Bay shall become a lien on said property subject to the collection as a tax thereon.

§14-10. Default Judgments.

- A. Where a respondent has failed to plead within the time allowed by the rules adopted by the Director regarding the conduct of adjudicatory proceedings before the Board, or has failed to appear on the designated hearing date or subsequent date following an adjournment, such failure to plead or appear shall be deemed, for all purposes, to be an admission of liability and shall be grounds for rendering a default decision and order imposing as a monetary penalty the maximum amount prescribed under law for the violation charged. A default decision and order may be opened within one year of its entry upon written application showing excusable default and a defense to the charge; a default decision and order may thereafter be opened in the discretion of the Director only upon written application showing excusable default, a defense to the charge, and good cause for the delay.
- B. Notwithstanding the foregoing provision, before a judgment based upon a default may be so entered, the Bureau must have notified the respondent by first class mail in such form as the Director may require: (1) of the default decision and order and the penalty imposed; (2) that a judgment may be entered in the Nassau County District Court; and (3) that entry of such judgment may be avoided by requesting a stay of default for good cause shown and by either requesting a hearing or entering a plea in the manner set forth in the notice of violation within thirty days of the mailing of such notice.

§ 14-11. Administrative Appeal.

- A. There shall be one or more administrative appeals panels within the Bureau. Each panel shall consist of three administrative law judges. In no event shall the administrative law judge from whom such appeal of a decision, determination or

order is taken be included in the panel determining such appeal. Administrative law judges serving on the administrative appeals panel shall not regularly conduct administrative hearings, but shall serve primarily as administrative appeals panel members.

- B. A respondent may appeal, on the facts and/or the law, a final decision, final determination or final order. An agency of the Town of Oyster Bay aggrieved by a final decision, final determination or final order may appeal on the law, but only after notice to the respondent and a finding by the appeals panel that the issue upon which the agency seeks to appeal is significant and affects the agency's legitimate enforcement functions.
- C. Upon rendering a final decision, making a final determination or issuing a final order adverse to the respondent, the administrative law judge shall provide the respondent with a form notice of appeal and shall explain to the respondent in writing (1) the method of filing the notice and the applicable time limits; (2) the requirements set forth below concerning the payment of the applicable penalty and surcharge or the posting of a bond pending appeal, including the right to request exemption therefrom; and (3) that no further court challenge is permitted by law unless an administrative appeal is taken.
- D. A notice of appeal shall be filed with the appeals panel within thirty (30) days of the entry of such decision, determination or order.
- E. For good cause shown, the administrative appeals panel may permit the filing of a notice of appeal after the thirty-day period.
- F. The appeals panel shall have the power to review the record and the findings of the administrative law judge and may reverse, modify or remand any such decision, determination or order appealed therefrom.
- G. Except as otherwise provided in this subdivision, no appeal of a decision, determination or order of an administrative law judge imposing a monetary penalty shall be decided unless such penalty and the applicable surcharge for administrative costs are paid or a cash or recognized surety company bond is posted in the full amount of such monetary penalty and administrative surcharge. However, no such payment or posting of such bond is required where the respondent is the holder of a current license or permit for the operation of a business issued by the Town of Oyster Bay. Upon a showing of undue hardship or where justice may require, the administrative law judge who decided the case or the appellate panel to which the appeal is assigned may order that the appeal shall be decided without requiring such payment or posting of such bond.
- H. The determination of the appeals panel shall be rendered within ninety days after the submission of all relevant papers to the panel.
- I. The determination of the appeals panel shall be the final determination of the Bureau for the purposes of review pursuant to Article 78 of the New York State Civil Practice Law and Rules.
- J. Where the respondent prevails on administrative appeal or after judicial review pursuant to Article 78 of the New York State Civil Practice Law and Rules, any

monetary penalty and surcharge paid to the Town of Oyster Bay shall be returned with interest at the rate set by the New York State Supreme Court of Nassau County.

§ 14-12. Judicial Enforcement.

Any order or subpoena or any final decision or determination rendered by an administrative law judge or the appeals panel shall be subject to enforcement in an action or proceeding commenced in a court of competent jurisdiction by the prevailing party including the Town of Oyster Bay.

§ 14-13. Restriction on Collateral Use.

Decisions, determination and orders issued by an administrative law judge or the appeals panel shall not be cited, and shall not be considered precedent nor be given any force or effect in any criminal proceeding.

SECTION 2. Authority

The proposed local law is enacted pursuant to General Municipal Law §380(4) and Town Law §261.

SECTION 3. SEQRA Determination. It is hereby determined pursuant to the provisions of the State Environmental Quality Review Act, § 8 N.Y.E.C.L. Section 101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., that the adoption of this local law is a "Type II" Action within the meaning of Section 617.5 (c)(26) of 6 N.Y.C.R.R., pertaining to "routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment" and, accordingly, is of a class of actions which do not have a significant effect on the environment and no further review is required.

SECTION 4. Severability. If any section, subdivision or provision of this local law or the application thereof to any person or circumstance be adjudged invalid by a court of competent jurisdiction, such judgment shall be confined in its operation to the section, subdivision or provision of or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this local law, or the application thereof to other persons or circumstances.

SECTION 5. Effective Date. This local law shall take effect immediately upon its adoption and filing with the Office of the Secretary of State.

Certification:

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 2022 of the Town of Oyster Bay was duly passed by the Town Board on _____ 2022, in accordance with the applicable provisions of law.

Clerk of the Town of Oyster Bay

(Seal)

Date: _____, 2022

STATE OF NEW YORK
COUNTY OF NASSAU

I, the undersigned, hereby certify that the foregoing local law contains the correct text and that all proper proceedings have been had or taken for the enactment of the local law annexed hereto.

Signature

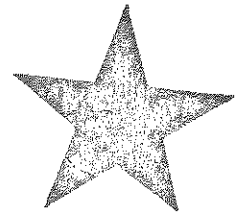
Town Attorney

Title

Town of _____
Oyster Bay

Date: _____, 2022

DRAFT



Meeting of June 28, 2022

Resolution No 489-2022

WHEREAS, the Main Line Expansion Project ("Project"), seeks to, among other things, add a third main line track within the Long Island Rail Road's ("LIRR") existing right of way along a 9.8 mile corridor between Floral Park Station and Hicksville Station; and

WHEREAS, by Resolution No. 673-2021, adopted on November 16, 2021, the Town Board authorized the Supervisor or his designee to execute a sale agreement with the LIRR to effectuate the sale of a portion of a Town owned commuter parking lot, designated as p/o Parking Lot H-16 located adjacent to the LIRR Hicksville Electric Power Substation G-20, Hicksville New York (hereinafter "Premises") in connection with the design and construction of the Project, subject to a permissive referendum; and


WHEREAS, Frank M. Scalera, Town Attorney and Karen J. Underwood, Deputy Town Attorney, by memorandum dated June 23, 2022, advised that the sale is nearing completion and recommended and requested that the Supervisor, or his designee, be authorized and directed to execute the deed, and any other necessary documents, relative to the sale transaction of the Premises, more particularly identified as p/o Section 11, Block G, Lot 227 on the Land and Tax Map of the County of Nassau; and

NOW, THEREFORE, BE IT RESOLVED, that the recommendation and request as hereinabove set forth are accepted and approved, and the Supervisor, or his designee, is hereby authorized and directed to execute the deed, and any other necessary documents, relative to the sale transaction of the Premises, more particularly identified as p/o Section 11, Block G, Lot 227 on the Land and Tax Map of the County of Nassau.

#

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

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

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Reviewed By
Office of Town Attorney


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

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: June 23, 2022

SUBJECT: Sale of a portion of Town owned real property designated as Parking Lot H-16, located adjacent to the LIRR Hicksville Electric Power Substation G-20, Hicksville, New York, more particularly identified as p/o Section 11, Block G, Lot 227 on the Land and Tax Map of the County of Nassau.

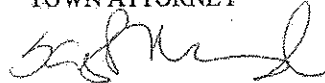
The Main Line Expansion Project ("Project"), seeks to, among other things, add a third main line track within the Long Island Rail Road's ("LIRR") existing right of way along a 9.8 mile corridor between Floral Park Station and Hicksville Station.

Pursuant to Resolution No. 673-2021, adopted on November 16, 2021, the Town Board authorized the Supervisor or his designee to execute a sale agreement with the LIRR to effectuate the sale of a portion of a Town owned commuter parking lot, designated as p/o Parking Lot H-16 located adjacent to the LIRR Hicksville Electric Power Substation G-20, Hicksville New York (hereinafter "Premises") in connection with the design and construction of the Project, subject to a permissive referendum.

This Office advised that the sale is nearing completion and therefore recommends and requests that the Town Board authorize the Supervisor, or his designee, to execute the deed, and any other necessary documents, relative to the sale transaction of the Premises, more particularly identified as p/o Section 11, Block G, Lot 227 on the Land and Tax Map of the County of Nassau.

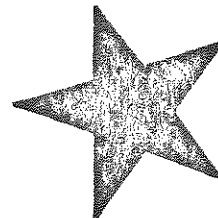
Kindly suspend the rules and place this matter on the June 28, 2022 Town Board Action Calendar.

FRANK M. SCALERA
TOWN ATTORNEY



Karen J. Underwood
Deputy Town Attorney

KJU:kju
Attachments
File No. 2021-8201



Meeting of November 16, 2021

Resolution No. 673-2021

WHEREAS, the Main Line Expansion Project ("Project"), seeks to, among other things, add a third main line track within the Long Island Rail Road's ("LIRR") existing right of way along a 9.8 mile corridor between Floral Park Station and Hicksville Station; and

WHEREAS, by Resolution No. 475-2021, adopted on August 17, 2021, the Town Board authorized the Supervisor or his designee to execute a permit agreement with 3rd Track Constructors, a joint venture consisting of John P. Picone, Inc., Dragados USA Inc., Dragados USA Inc., CCA Civil, Inc. and Halmar International LLC (hereinafter "Permittee"), to use and occupy a portion of a Town owned commuter parking lot, designated as p/o Parking Lot H-16 located adjacent to the LIRR Hicksville Electric Power Substation G-20, Hicksville New York (hereinafter "Premises") in connection with the design and construction of the work associated with the Project; and

WHEREAS, upon execution of the above referenced permit agreement, the Permittee paid the Town \$400,000.00 in consideration of the benefit resulting from the furtherance of the subject Project for the use and occupancy of the Premises, and the terms of the permit agreement contemplated the subsequent acquisition of the Premises by the LIRR for this amount, in connection with the intended expansion of the Electric LIRR Power Substation G-20 referenced above; and

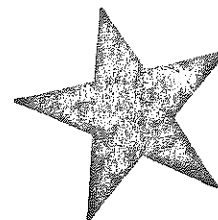
WHEREAS, the proposed use of the Premises and the terms of the proposed sale agreement include the assignment of the above referenced permit agreement, in order to enable Permittee access to the balance of the Premises to complete its work according to the terms thereof; and

WHEREAS, Frank M. Scalera, Town Attorney and Karen J. Underwood, Deputy Town Attorney, by memorandum dated November 3, 2021, recommended that the Supervisor, or his designee, be authorized and directed to execute the attached sale agreement with LIRR, for the Premises more particularly identified as p/o Section 11, Block G, Lot 227 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Town Attorney Scalera and Deputy Town Attorney Underwood, by said memorandum, requested that the Town Clerk be authorized and directed, within ten (10) days after the adoption of the attached resolution, to cause a certified copy of same to be published in the official newspapers(s) of the Town and to be posted on the sign board of the Town maintained pursuant to Town Law; and

WHEREAS, pursuant to the provisions of the New York State Environmental Review Act (6 NYCRR, Part 617) and the Town of Oyster Bay Environmental Quality Review Law (Chapter 110 of the Code of the Town of Oyster Bay), the Town of Oyster Bay Department of Environmental Resources, Town Environmental Quality Review Division reviewed and submitted its Quality Review Report regarding environmental impacts contemplated by the sale of the Premises; and

REVIEWED BY
OFFICE OF TOWN ATTORNEY
[Signature]



WHEREAS, the Quality Review Report, dated October 25, 2021, rendering the Division's assessment of the relevant environmental factors compiled with respect to the proposed sale of the Premises, states that since the Division previously reviewed the extensive environmental documents prepared for the LIRR Expansion Project for which the subject action is proposed as a part of this larger plan, the subject proposed action does not require any supplemental environmental review of other procedural activities pursuant to SEQR/TEQR, and recommended that the conclusions contained in its Report be accepted; and

WHEREAS, the Town Board deems this sale to be appropriate with benefit to the residents of the Town of Oyster Bay given the LIRR Project and the Town's intention to obtain additional commuter parking in Hicksville for the residents of the Town, through possible condemnation of real property known as N/E/C/ West Barclay Street & Wyckoff Street, Hicksville, New York (a/k/a 47 West Barclay Street),

NOW, THEREFORE, BE IT RESOLVED, that the abovementioned recommendation of the Town of Oyster Bay Environmental Quality Review Division is hereby accepted; and be it further

RESOLVED, that the Supervisor, or his designee, is hereby authorized and directed to execute the attached sale agreement with LIRR, for the Premises more particularly identified as p/o Section 11, Block G, Lot 227 on the Land and Tax Map of the County of Nassau; and be it further

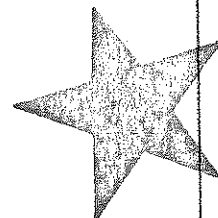
RESOLVED, that this Resolution is subject to a permissive referendum; and be it further

RESOLVED, that the Town Clerk is hereby authorized and directed, within ten (10) days after the adoption of this resolution, to cause a public notice which shall set forth the date of the adoption of this resolution and contain an abstract of such act or resolution concisely stating the purpose and effect thereof, to be published in the official newspapers(s) of the Town and to be posted on the sign board of the Town pursuant to Town 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



PUBLIC NOTICE

NOTICE IS HEREBY GIVEN, that the Town Board of the Town of Oyster Bay, County of Nassau, State of New York, at a regular meeting thereof, adopted Resolution No. 673 - 2021, dated November 16, 2021, subject to a permissive referendum as follows:

WHEREAS, the Main Line Expansion Project ("Project"), seeks to, among other things, add a third main line track within the Long Island Rail Road's ("LIRR") existing right of way along a 9.8 mile corridor between Floral Park Station and Hicksville Station; and

WHEREAS, by Resolution No. 475-2021, adopted on August 17, 2021, the Town Board authorized the Supervisor or his designee to execute a permit agreement with 3rd Track Constructors, a joint venture consisting of John P. Picone, Inc., Dragados USA Inc., Dragados USA Inc., CCA Civil, Inc. and Halmar International LLC (hereinafter "Permittee"), to use and occupy a portion of a Town owned commuter parking lot, designated as p/o Parking Lot H-16 located adjacent to the LIRR Hicksville Electric Power Substation G-20, Hicksville New York (hereinafter "Premises") in connection with the design and construction of the work associated with the Project; and

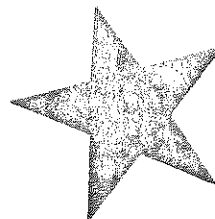
WHEREAS, upon execution of the above reference permit agreement, the Permittee paid the Town \$400,000.00 in consideration of the benefit resulting from the furtherance of the subject Project for the use and occupancy of the Premises, and the terms of the permit agreement contemplated the subsequent acquisition of the Premises by the LIRR for this amount, in connection with the intended expansion of the Electric LIRR Power Substation G-20 referenced above; and

WHEREAS, the proposed use of the Premises and the terms of the proposed sale agreement include the assignment of the above referenced permit agreement, in order to enable Permittee access to the balance of the Premises to complete its work according the terms thereof; and

WHEREAS, Frank M. Scalera, Town Attorney and Karen J. Underwood, Deputy Town Attorney, by memorandum dated November 3, 2021, recommended that the Supervisor, or his designee, be authorized and directed to execute the attached sale agreement with LIRR, for the Premises more particularly identified as p/o Section 11, Block G, Lot 227 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Town Attorney Scalera and Deputy Town Attorney Underwood, by said memorandum, requested that the Town Clerk be authorized and directed, within ten (10) days after the adoption of the attached resolution, to cause a certified copy of same to be published in the official newspapers(s) of the Town and to be posted on the sign board of the Town maintained pursuant to Town Law; and

REVIEWED BY
OFFICE OF TOWN ATTORNEY



WHEREAS, pursuant to the provisions of the New York State Environmental Review Act (6 NYCRR, Part 617) and the Town of Oyster Bay Environmental Quality Review Law (Chapter 110 of the Code of the Town of Oyster Bay), the Town of Oyster Bay Department of Environmental Resources, Town Environmental Quality Review Division reviewed and submitted its Quality Review Report regarding environmental impacts contemplated by the sale of the Premises; and

WHEREAS, the Quality Review Report, dated October 25, 2021, rendering the Division's assessment of the relevant environmental factors compiled with respect to the proposed sale of the Premises, states that since the Division previously reviewed the extensive environmental documents prepared for the LIRR Expansion Project for which the subject action is proposed as a part of this larger plan, the subject proposed action does not require any supplemental environmental review of other procedural activities pursuant to SEQR/TEQR, and recommended that the conclusions contained in its Report be accepted; and

WHEREAS, the Town Board deems this sale to be appropriate with benefit to the residents of the Town of Oyster Bay given the LIRR Project and the Town's intention to obtain additional commuter parking in Hicksville for the residents of the Town, through possible condemnation of real property known as N/E/C/ West Barclay Street & Wyckoff Street, Hicksville, New York (a/k/a 47 West Barclay Street),

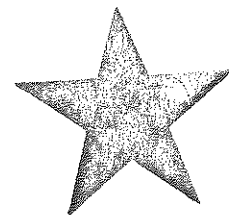
NOW, THEREFORE, BE IT RESOLVED, that the abovementioned recommendation of the Town of Oyster Bay Environmental Quality Review Division is hereby accepted; and be it further

RESOLVED, that the Supervisor, or his designee, is hereby authorized and directed to execute the attached sale agreement with LIRR, for the Premises more particularly identified as p/o Section 11, Block G, Lot 227 on the Land and Tax Map of the County of Nassau; and be it further

RESOLVED, that this Resolution is subject to a permissive referendum; and be it further

RESOLVED, that the Town Clerk is hereby authorized and directed, within ten (10) days after the adoption of this resolution, to cause a public notice which shall set forth the date of the adoption of this resolution and contain an abstract of such act or resolution concisely stating the purpose and effect thereof, to be published in the official newspapers(s) of the Town and to be posted on the sign board of the Town pursuant to Town Law.

BY ORDER OF THE TOWN BOARD OF THE TOWN OF OYSTER BAY. JOSEPH S. SALADINO, Supervisor, RICHARD LaMARCA, Town Clerk.
Dated: November 16, 2021, Oyster Bay New York



Meeting of June 28, 2022

Resolution No.490 -2022

Reviewed By
Office of Town Attorney

Ralph P. Healey

WHEREAS, the Town seeks to acquire title to certain real property, known as the Peninsula Golf Club, located at 50 Nassau Road, Massapequa, New York, 11758, a/k/a Section 66, Block 057, Lot 125 and Section 66, Block 054, Lot 048, on the Land and Tax Map of the County of Nassau; and

WHEREAS, the foregoing matter involves utilization of resources of a specialized nature and it is in the best interest of the Town to retain expert condemnation counsel to assist the Office of the Town Attorney, regarding acquisition of the aforementioned property and any potential litigation regarding same; and

WHEREAS, the Office of the Town Attorney solicited five (5) firms possessing expertise and special skills in the area of Eminent Domain Procedure Law and condemnation and received four (4) responses which were reviewed; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated June 22, 2022, recommended that the law firm of Margolin Besunder LLP, 3750 Express Drive South, Suite 200, Islandia, New York 11749, be retained to represent the Town of Oyster Bay in the abovementioned matter, at a cost not to exceed \$25,000.00, at the rates of \$375.00 per hour for partners and \$320.00 per hour for associates, plus costs and disbursements,

NOW, THEREFORE, BE IT RESOLVED, That upon the recommendation as hereinabove set forth is accepted and the law firm of Margolin Besunder LLP, is hereby retained to represent the Town of Oyster Bay, to acquire title to certain real property known as the Peninsula Golf Club, located at 50 Nassau Road, Massapequa, New York 11758, a/k/a Section 66, Block 57, Lot 125, and Section 66, Block 54, Lot 48 on the Land and Tax Map of the County of Nassau, at a total cost not to exceed \$25,000.00, at the rates of \$375.00 per hour for partners and \$320.00 per hour for associates, plus costs and disbursements; and be it further

RESOLVED, that the funds for said payment shall be drawn from Account No. OTA A 1420 44110 000 0000; and be it further

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

#

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

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

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490

Town of Oyster Bay Inter-Departmental Memo

TO : MEMORANDUM DOCKET

FROM : Office of the Town Attorney

DATE : June 22, 2022

SUBJECT: Peninsula Golf Club
50 Nassau Road
Massapequa, New York 11758

The Town of Oyster Bay seeks to acquire title to the Peninsula Golf Course, located at 50 Nassau Road, in Massapequa. The property is approximately fifty (50) acres in area and is designated on the Nassau County Land and Tax Map as Section 66, Block 57, Lot 125, and Section 66, Block 54, Lot 48. This matter involves the utilization of resources of a specialized nature. Therefore, it is in the best interest of the Town to retain expert condemnation counsel to assist the Office of the Town Attorney regarding acquisition of this property and any potential litigation regarding same.

The Office of the Town Attorney solicited five (5) firms possessing expertise and special skills in the area of Eminent Domain Procedure Law and condemnation. This Office received four (4) responses and upon careful review of same, it is recommended that the Town retain Margolin Besunder LLP, 3750 Express Drive South, Suite 200, Islandia, New York 11749, to provide the required services at the rates of \$375.00 per hour for partners and \$320.00 per hour for associates, plus costs and disbursements, in connection with the abovementioned matter.

It is recommended that said outside counsel represent the Town for this matter, in an amount not to exceed \$25,000.00. The funds for the payment of this amount shall be drawn from Account No. OTA A 1420 44110 000 0000.

The Inspector General has reviewed the proposed firm and is satisfied that the Procurement Policy has been satisfied.

Town Board authorization is requested and recommended to suspend the rules and adopt the attached resolution at the Town Board meeting on June 28, 2022.

FRANK M. SCALERA
TOWN ATTORNEY

Ralph P. Healey
Ralph P. Healey
Special Counsel

RPH:rph
Attachment

