

John Canning by  
Vicki Samella Deputy  
Commissioner of HR.

APPROVED

COMMISSIONER OF HUMAN RESOURCES

Meeting of January 25, 2022

RESOLUTION P-2-2022

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

Reviewed By  
Office of Town Attorney  


Meeting of January 25, 2022

Resolution No. TF-1-2022

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
001-22	EXE	\$ 25,000.00	TWN AMS1910 43010 602 0000 000
		\$ 25,000.00	TO TWN AMS1910 43020 601 0000 000
		\$250,000.00	FROM TWN AMS1910 43010 602 0000 000
		\$250,000.00	TO TWN AMS1910 43020 602 0000 000
		\$ 25,000.00	FROM TWN AMS1910 43010 602 0000 000
		\$ 25,000.00	TO TWN AMS1910 43030 601 0000 000
002-22	EXE	\$ 90,000.00	FROM DIG A 1345 11000 000 0000
		\$ 90,000.00	TO DIG A 1345 44800 000 0000
		\$ 10,000.00	FROM DIG A 1345 12000 000 0000
		\$ 10,000.00	TO DIG A 1345 44800 000 0000

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

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

Town of Oyster Bay  
Inter-Departmental Memo

January 13, 2022

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

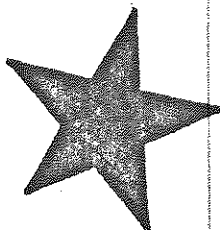
In order to provide funds in the Town's self insurance fund for liability, the following transfer of funds is hereby requested:

Transfer From:								
TWN	AMS	1910	43010	602	0000	000	General Liability	300,000.00
Transfer To:								
TWN	AMS	1910	43020	601	0000	000	Vehicle & Equipment Liability	25,000.00
TWN	AMS	1910	43020	602	0000	000	Vehicle & Equipment Liability	250,000.00
TWN	AMS	1910	43030	601	0000	000	Property (B&C) Loss	25,000.00

Thank you.

  
 Rob Darienzo  
 Director of Finance

RD/rd  
Word/Documents/Docket/TOF 2022 AMS.



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

January 13, 2022

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

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In order to provide funds for professional services in the budget of the Department of the Inspector General, the following transfer of funds is hereby requested:

Transfer from:

DIG	A	1345	11000	000	0000	Salaries Regular	\$ 90,000.00
DIG	A	1345	12000	000	0000	Salaries Part Time	\$ 10,000.00

Transfer to:

DIG	A	1345	44800	000	0000	Professional Services	\$ 100,000.00
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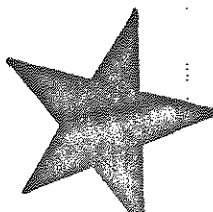
Thank you.



Rob Darienzo  
Director of Finance

RD/rd

Word/Documents/Docket/TOF 2022 DIG



WHEREAS, Pursuant to Resolution No. 92-2021, adopted on February 23, 2021, the Town Board authorized the Supervisor, or his designee, to execute a contract between the Town and the Nassau County Department of Human Services, for program services with the County, providing funding in an amount not to exceed \$65,000.00, of which the Town was to distribute \$1,346.00 to the Village of Bayville, for the period from January 1, 2020 through December 31, 2020; and

WHEREAS, Maureen Fitzgerald, Commissioner of the Department of Community and Youth Services, by memorandum dated December 30, 2021, requested Town Board authorization to enter into an Agreement with the Nassau County Department of Human Services to receive granting funding for youth program services, nunc pro tunc, for the period from January 1, 2021 through December 31, 2021, pursuant to the abovementioned previous year's contract terms,

NOW, THEREFORE, BE IT RESOLVED, That the requested as hereinabove set forth is approved, and the Supervisor, or his designee is hereby authorized to execute a contract between the Town and the Nassau County Department of Human Services, for program services with the County, providing funding in an amount not to exceed \$65,000.00, of which the Town is to distribute \$1,346.00 to the Village of Bayville, nunc pro tunc, for the period from January 1, 2021 through December 31, 2021, with funds for said program paid to the Village of Bayville from Account No. CYS A 7020.47620 000 0000.

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Reviewed By  
Office of Town Attorney

*Elizabeth A. Taughman*

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

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

TOWN OF OYSTER BAY  
Inter-Departmental Memo

December 30, 2021

To: Memorandum Docket

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

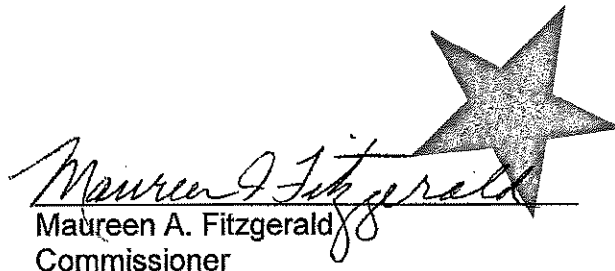
Subject: Agreement for Youth Services Grant

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The Department of Community & Youth Services is requesting Town Board authorization to enter into an Agreement with the Nassau County Department of Human Services to receive grant funding for youth program services. The contract services are nunc pro tunc for the period covering January 1, 2021 through December 31, 2021 in the amount of \$65,000.00. In 2020, the Agreement was approved by Town Board Resolution No. 92-2021, dated February 23, 2021.

As was the case in previous years and according to the terms of the Agreement, the Town of Oyster Bay must distribute \$1,346.00 of the \$65,000.00 to the Incorporated Village of Bayville for reimbursement of their youth program. Attached is a letter from the Executive Director informing us that we have been awarded the Grant. The Agreement with Nassau County has been forwarded to the Town Attorney's Office for "approval as to form".

Therefore, it is respectfully requested that the Town Board authorize the Agreement, with the Nassau County Department of Human Services for Youth Program Services, nunc pro tunc, to January 1, 2021 and further authorize the Supervisor and/or his designee to execute said agreement. Funds will be distributed to the Village of Bayville from account CYS A 7020.47620 000 0000.

  
Maureen A. Fitzgerald  
Commissioner

MAF:iw  
Attachments

THIS AGREEMENT, dated as of January 1, 2021 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Department of Human Services, Office of Youth Services having its principal office at 60 Charles Lindbergh Boulevard, Suite 220, Uniondale, New York 11553-3691 (the "Office" or "Department"), and (ii) Town of Oyster Bay, a New York State municipal corporation, having its principal office at 977 Hicksville Road, Massapequa, New York, 11758 (the "Contractor").

WITNESSETH:

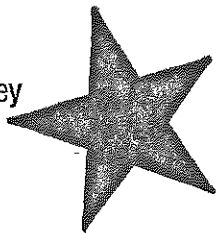
WHEREAS, the County desires to retain the Contractor to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Contractor desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on January 1, 2021 and terminate on December 31, 2021, unless sooner terminated in accordance with the provisions of this Agreement subject to all the terms and conditions of this Agreement including that the County may terminate this Agreement.
2. Services. The services to be provided by the Contractor under this Agreement ("Services") shall consist of a comprehensive program entitled Youth Employment and Development Project ("Program"), subject to the direction, approval and control of the Office. The Contractor will outreach and recruit youth who will participate in job readiness workshops, job counseling services and Job Placement services that will enhance their ability to find and obtain employment. The Program which is more fully described in Appendix A attached hereto and incorporated herein by reference shall be subject to the direction, approval and control of the Office.
3. Payment.
  - a. Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement (the "Maximum Amount") shall not exceed Sixty Five Thousand and 00/100 dollars (\$65,000.00), payable as follows:
    - (i) one third (1/3) of the Maximum Amount shall be paid in advance upon the final execution of this Agreement; and
    - (ii) Starting with claims submitted for Services performed in April and continuing until September, the total advance will be deducted in equal installments from the monthly claims submitted. If claims for any of the six (6) months are less than the monthly amount being deducted, the Contractor shall submit with its claim a check payable to the County for the difference.
    - (iii) Subsequent payments shall be on a reimbursement basis for actual expenses incurred and solely in accordance with the budget attached hereto.

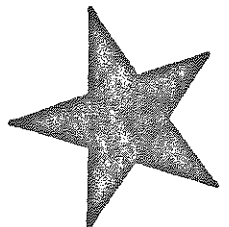


- b. Partial Encumbrance. Each partial encumbrance is subject to all requisite County and other governmental approvals and the availability of funds. The Maximum Amount is to be encumbered as follows:
- i. Initial encumbrance shall be Sixty Five Thousand and 00/100 dollars (\$65,000.00);
- c. Vouchers; Voucher Review, Approval and Audit. All payments shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by a certified statement of expenses and income for the applicable period, in a form that includes in each expense row the name of the person or entity to whom or which payment was made and the amount of the payment, and states at the bottom of the payment column the aggregate amount of all payments for which reimbursement is claimed, and (d) if requested by the Office and/or the County Comptroller or his/her duly designated representative (the "Comptroller") is accompanied by specific documentation supporting the amount claimed, including, but not limited to, a certified payroll statement setting forth the names, positions and salaries paid by the Contractor during the preceding month, and (ii) review, approval and audit of the Voucher by the Office and/or the Comptroller.
- d. Timing of Payment Claims. The Contractor shall submit claims, accompanied by invoices, no later than thirty (30) days from the last day of the prior month, and not more frequently than once a month.
- e. No Duplication of Payments. Payments for the work to be performed under this Agreement shall not duplicate payments for any work performed, or to be performed, under other agreements between the Contractor and any funding source, including the County.
- f. Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following termination of this Agreement shall not exceed payment made as consideration for services that were (i) performed prior to termination, (ii) authorized to be performed by this Agreement, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.
- g. Reimbursement by the Contractor upon Loss of Funding. In addition to any other remedies available to the County, in the event the County loses funding, including reimbursement, from the State government or federal government for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agency (i) the County will have no further obligations to the Contractor under this Agreement and (ii) the Contractor shall pay the County the full amount of lost funds on demand, but not in excess of the amount paid to the Contractor under this Agreement.
- h. Budget. The amount to be paid to the Contractor for the Services shall be in accordance with the line-item annual budgets (the "Budgets") attached to this Agreement. The Contractor shall not use contract funds to pay the direct salary of the Executive Director at a rate in excess of the 10% salary rate limitation proscribed by the department. The Office is not required to reimburse the Contractor for costs incurred in excess of the salary limitation. Budget modifications shall not be used by the contractor during the contract year to transfer amounts



to the salary budget line that would result in salary being paid in excess of the 10% limitation. Notwithstanding the foregoing and in accordance with State rules and regulations:

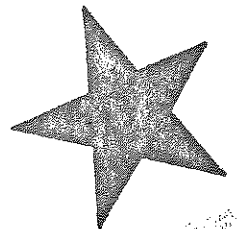
- i. the Contractor may make adjustments of not more than ten percent (10%) to any line item, except as noted in subsection 3(h)(iii) below, in the Budget provided that the maximum amount authorized is not increased as a result of any change or combination thereof;
  - ii. the Contractor may, with prior written approval of the Department/Office Head, adjust the amount of any line item in the Budget above ten percent (10%), except as noted in subsection 3(h)(iii) below, and provided that the maximum amount authorized is not increased as a result of any change or combination thereof;
  - iii. the Contractor may not make a downward adjustment to any line-item in the Budget related to technical and capacity building unless the Contractor provides documentation acceptable to the Department evidencing that technical and capacity building can be achieved with reduced or no funding under this Agreement. Such downward adjustment is subject to prior written approval by the Department/Office Head;
  - iv. the Department Head may, in its sole discretion, extend the period of time for the Contractor to utilize remaining funding at this Agreement Year up to three (3) months. Any extension permitted by the Department Head shall be under the same terms and conditions of this Agreement. Any extension of this Agreement pursuant to this Section shall not include payments to the Contractor that will, together with other payments made to the Contractor, pursuant to this Agreement, exceed the maximum amount.
  - v. Failure to Use Encumbered Funds: Contractor must provide the Department with written notice of any funds expected to not be utilized September 30. Failure to utilize Agreement funds and to provide notification as outlined herein may result in a reduction of any amounts authorized for subsequent agreement.
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- i. Short Agreement Year. Each Agreement Year maximum amount and, if applicable, the Budgets, are based upon a full three hundred sixty five (365) day calendar year. The maximum amount and amount payable with respect to any Budgets shall be reduced pro rata to reflect that portion of a calendar year during which this Agreement is not effective.
  - j. Additional Payment Provisions. The following provisions shall also govern payment with respect to the items to which they relate: (i) the funds herein provided shall be used only and solely for the purpose(s) herein set forth, and any contrary use of the funds shall be cause for the termination of this Agreement at the County's option; and (ii) any anticipated increase in staff costs cannot result in or cause a reduction in Services unless first approved by the County.
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4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contract of the Contractor (a "Contractor Agent") be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" mean any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).



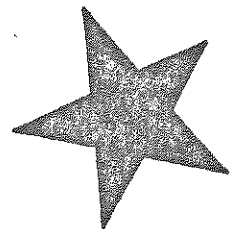
5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of the County.
6. Compliance with Law.
- a. Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, Title VI of the Civil Rights Act of 1964 (CRA Title VI), Federal Executive Order 13166, Section 504 of the Rehabilitation Act of 1973, Titles II and III of the Americans with Disabilities Act (ADA) and The New York State Human Rights Law, but not limited to those relating to conflicts of interest, discrimination, living wage, disclosure of information, agency financial controls disclosure, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. In addition, if the Contractor is a not-for-profit corporation, by executing this Agreement, the Contractor certifies that it has completed, executed and submitted to the Comptroller an Agency Financial Controls Questionnaire. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable order, and/or decrees, as the same may be amended from time to time, enacted, or adopted.
- b. Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:
- i. Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
  - ii. Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty (30) days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
  - iii. It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.
- c. Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of the request prior to disclosure of the Information, so that the Contractor may take such action as it deems appropriate.
- d. Protection of Client Information. The Contractor shall, and shall cause Contractor's Agency, to hold in confidence and not to directly or indirectly reveal, report, publish, use, copy disclose or transfer any client information, (including, but not limited to names,

addresses, telephone numbers, social security numbers, date of birth and medical information of any kind) ("Confidential Information"), or utilize any of such information, for any purpose, except as may be necessary in the course of the Contractor's use of Confidential Information for the purposes of this Agreement. The Contractor agrees to exercise reasonable efforts to preserve the confidentiality of all Confidential Information. Contractor acknowledges that its nondisclosure obligations under this Agreement also apply to all documents prepared by it in the course of performing this Agreement, including, without limitation, notes, data, reference materials, information, memoranda, reports, recommendations, analyses, documentation and records, that in any incorporate or reflect any Confidential Information, except as otherwise provided in this Agreement. The Contractor shall also comply with the Health Insurance Portability and Accountability Act ("HIPPA"), 42 USC section 1320a, and federal privacy and security regulations (CFR Parts 160 and 164). The provisions of this subsection shall survive termination of this Agreement.

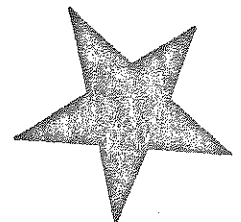
- e. Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.
- f. Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.
- g. Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:
  - (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
  - (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
  - (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
  - (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;



- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
  - (vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.
- h. The provisions of this subsection shall not prohibit the disclosure of information to appropriate state or local officials in connection with a report of child abuse, neglect or maltreatment and any investigation conducted pursuant to such report. The provisions of this subsection "Protection of Client Information" shall survive the termination of this Agreement.
7. Minimum Service Standards. Regardless of whether or required by Law:
- a. The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to engender or harm any Person or property.
  - b. The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintain, and cause all Contract Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement. In furtherance of the foregoing, the Contractor shall comply with all requirements set forth in Attachment "B" incorporated herein by reference and attached hereto.
  - c. The Contractor shall establish written methods for performance and achieving deliverables under this Agreement and provide a copy to the Department as part of Appendix A and upon request. These methods must identify indicators of success that provides a framework for assessing its effectiveness over the term of this Agreement. The Contractor must also review, analyze, document and report differences between planned versus actual performance as part of their written methods.
  - d. The Contractor shall collect and report data regarding the clients served under this Agreement to the Department on a quarterly basis and upon request by the Department. Such data shall contain client-specific information set forth by the Department and shall include, without limitation, demographic data, the kind of services provided, and the duration and outcome of those services.
  - e. The Contractor shall provide outcome reports to the Department on a quarterly basis and upon request by the Department, detailing both quantitative and qualitative assessment of activities/processes and short-term outcomes. Reports must also include long term impacts or cumulative impact on youth development in the target demographic or impact on the target issue the program is designed to address.
  - f. The Contractor will attempt to provide Services to low income minority individuals in at least the same proportion as the population of these individuals bears to the population of other individuals in the area served by the Contractor.



- g. The Contractor shall employ adequate numbers of qualified staff to assure satisfactory conduct of the project. Further, project staff shall be, to the extent feasible, minority individuals in number in proportion to minority project participants.
  - h. The Contractor shall electronically record, all required information for each individual seeking Services from the Contractor, in accordance with the requirements set forth by the Nassau County Department of Human Services, Office for Youth Services. All new cases shall be electronically entered during the month in which the individual accesses Services from the Contractor. Failure to comply with this section for any three (3) months during a six (6) month period may result in forfeiture of reimbursement. Failure to comply with this section for any four (4) months during a calendar year may result in termination of the contract and/or refusal to renew the contract or award a contract the following year.
  - i. The Contractor shall maximize its contract performance through ongoing technical growth and capacity building in areas such as fiscal soundness, fundraising and fund diversification as well as board development.
  - j. The County is authorized under this Agreement to conduct contract administration and oversight of the Contractor's compliance with the terms of this Agreement, including the Minimum Services Standards described in this Section. Such administration and oversight may include, but is not limited to, field inspections, assessment of program fidelity and implementation, as well as Contractor governance and operation.
  - k. Any County owned premises that is provided to the Contractor to use for purposes of delivering Services under this Agreement shall be used solely for the purposes of this Agreement. No personal use shall be allowed, made or permitted to be made on said premises by the Contractor or a Contractor Agent. The Contractor shall provide written notice to all Contractor Agents, including its board members, located on County premises of this requirement and have them acknowledge this requirement in writing.
8. Indemnification; Defense; Cooperation.
- a. The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Office and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or Contractor Agent(s), regardless of whether due to negligence, fault or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting, the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.
  - b. The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further, to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

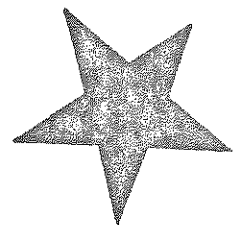


- c. The Contractor shall, and shall cause Contractor Agent(s) to, cooperate with the County and the Office in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agency in connection with this Agreement.
- d. The provisions of this Section shall survive the termination of this Agreement.

9. Insurance.

- a. Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, (iv) if operation under this Agreement include the use of owned, non-owned or hired vehicles, Comprehensive Business Automobile Liability Insurance with a limit of not less than one million dollars (\$1,000,000) for each accident or occurrence, (v) if the operations under this Agreement include the preparation or serving of food or beverages, products hazard liability, and (vi) such additional insurance as the County may from time to time specify.
- b. Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.
- c. Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Office. Not less than thirty (30) days prior to any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Office of the same and deliver to the Office renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take, or omit to take, any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii)



amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his/her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or mediation without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance shall not constitute a waiver of such rights.

#### 11. Termination.

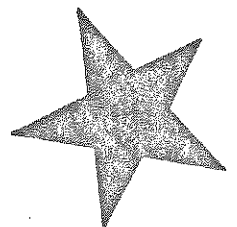
- a. Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of Federal or State funding for the Services to be provided under this Agreement; and (iv) the failure to electronically report in accordance with Section 7(h).

- b. By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations, and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the Commissioner of other head of the Office (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty (60) days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Office (the "Applicable DCE") on the same day that notice is given to the Commissioner.
- c. Contractor Assistance upon Termination. In connection with the termination of impending termination of this Agreement, the Contractor shall, regardless of the reason for termination, assist the County in transitioning the Contractor's responsibilities, and shall take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

#### 12. Accounting Procedures; Records.

- a. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such



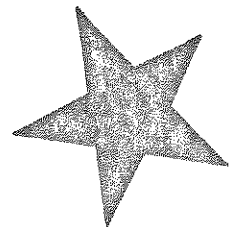
Records shall at all times be available for audit, inspection and copying by the Comptroller, the Office, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. Failure to provide access within ten (10) days of a request for access shall be deemed a material breach of this Agreement. The provisions of this Section shall survive the termination of this Agreement.

- b. Within forty-five (45) days of the termination of this Agreement, Contractor shall file with the Office and the Comptroller of the County, reports as follows: (i) A complete and verified reconciliation report to include all monies received and monies expended during the term of this Agreement, must be submitted with the final claim voucher. Any unexpended funds remaining shall be repaid to the County simultaneously with the filing of the final reconciliation report; and (ii) A final project report to the Office, covering the achievement of the program goals and objectives and all personnel, administrative and other transactions which will describe how the program has operated and succeeded in providing the Services described in this Agreement.
- c. All organizations may be required to provide annual agency budgets. All organizations must submit an annual audit of financial statements. Those organizations expending five hundred thousand dollars (\$500,000) or more of Federal funding (from all sources) within the Contractor's fiscal year must also obtain an annual Single Audit in compliance with Federal A-33 regulations. It is further stipulated that audits shall be made on an annual basis and that two copies of the audit must be provided to the Office within nine (9) months of the end of the Contractor's fiscal year.

13. Inventory.

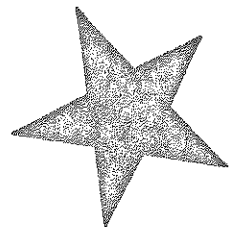
- a. Title to all equipment, supplies, and material purchased with funds paid under this Agreement (the "Equipment") shall vest in the County, and the Equipment shall not be disposed of without prior written approval of the County.
- b. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, a complete and accurate inventory (the "Inventory") of the Equipment. The Inventory shall describe the Equipment with reasonable specificity so that the Equipment can be readily identified. The Inventory shall at all times be available for audit and inspection by the Comptroller, the Office, any other governmental authority with jurisdiction over the disposition or use of funds paid to the Contractor in connection with this Agreement, and any of their duly designated representatives.
- c. Within thirty (30) days of the termination of this Agreement, the Contractor shall file final Inventory with the Office and the Comptroller. The Contractor shall dispose of the Equipment in accordance with the County's instructions. If the County does not provide disposition instructions within thirty (30) days of termination, then the Contractor shall contact the Commissioner in writing and request disposition instructions.
- d. The provisions of this Section shall survive the termination of this Agreement.

14. Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:



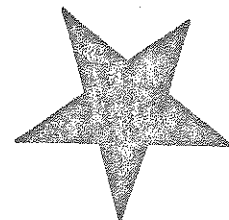


- a. Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Office and the (ii) County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions or inactions preceded the Contractor's action or special proceeding against the County.
- b. Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of the (a) final payment under or termination of this Agreement, and (b) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.
15. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work and provision of Services in accordance with this Agreement, regardless of whether the Contractor is using Contractor Agent(s) to perform some or all of the work contemplated by this Agreement, and regardless of whether the County approved the use of such Contractor Agent(s).
16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims and/or actions with respect to this Agreement shall be in the Supreme Court, Nassau County, New York and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with the Laws of New York State, without regard to the conflict of laws provisions thereof.
17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement 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 national 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 the courier service, as applicable, and (d) (i) if to the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or to such other persons or addresses as shall be designated by written notice.
18. All Legal Provisions Deemed Included; Severability; Supremacy.
- a. Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provisions shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon



the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

- b. In the event any Agreement provision shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
  - c. Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.
  - d. Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.
19. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between both parties regarding the subject matter hereof and supersedes all prior agreements (written and/or oral) of the parties relating to the subject matter of this Agreement.
21. Prohibited Hirings. The Contractor agrees that no current officers, directors, or incorporators of the Contractor shall be hired or retained by the Contractor to fill any staff position or perform any service required under the Agreement and that parents, spouses, siblings, and children of current officers, directors, or incorporators will not be employees paid from these funds without prior written approval of the Office.
22. Executory Clause. Notwithstanding any other provision of this Agreement:
- a. Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).
  - b. Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the New York State and/or Federal governments, then beyond funds available to the County from the New York State and/or Federal governments.



IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

TOWN OF OYSTER BAY

By: \_\_\_\_\_

Name: Gregory W. Carman, Jr.

Title: Deputy Supervisor

Date: \_\_\_\_\_

NASSAU COUNTY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: County Executive

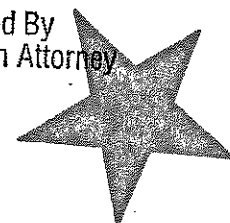
☐ Title: Chief Deputy County Executive

☐ Title: Deputy County Executive

Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

*Reviewed as to form*  
Reviewed By  
Office of Town Attorney  
*[Signature]*



STATE OF NEW YORK)  
COUNTY OF NASSAU)

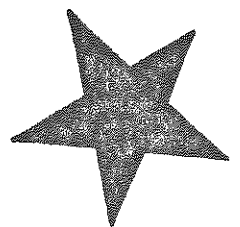
On the \_\_\_\_ day of \_\_\_\_\_ in the year 202\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

STATE OF NEW YORK)  
COUNTY OF NASSAU)

On the \_\_\_\_ day of \_\_\_\_\_ in the year 202\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC



## **APPENDIX A**

**CONTRACTING AGENCY:** Town of Oyster Bay

**AUTHORIZED AGENCY PERSON:** Iris Williams

**ADDRESS:** 977 Hicksville Road, Massapequa, New York, 11758

**TERM OF CONTRACT:** 01/01/21-12/31/21

**CONTRACT AMOUNT:** \$65,000.00

The Town of Oyster Bay will be providing youth recreation and development services in association with the Village of Bayville and Town of Oyster Bay youth service providers.

### **DETAILED DESCRIPTION OF PERFORMANCE STANDARDS/MEASURES**

#### **INSTRUCTION:**

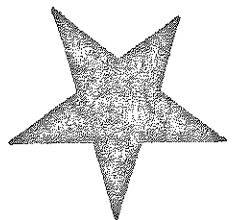
In this section, contractor must provide its methods for performance and achieving deliverables under this Agreement. Please identify and include indicators of program success during the contract year and how planned versus actual performance will be assessed.

### **TECHNICAL AND CAPACITY BUILDING REQUIREMENT**

#### **INSTRUCTION:**

##### *Use of contract funds:*

The Contractor of funds exceeding \$50,000 shall utilize a percentage of the contract amount to comply with the technical and capacity building requirement. Contractor shall utilize funds of not less than \$1,000 and not greater than \$2,000 of the total amount of the Contract. Contractor of funds totaling less than \$50,000 shall receive an additional \$1,000 for the strict purpose of complying with the Technical and Capacity Building Requirement



Attachment B

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans,  
and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Town of Oyster Bay  
Organization

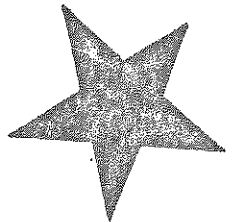
New York  
State

Deputy Supervisor

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Joseph S. Salafino (Name)

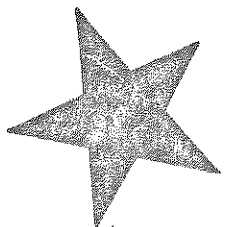
54 Audrey Avenue, Oyster Bay, NY 11771 (Address)

(516) 624-6350 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Office that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor \_\_\_\_\_ has \_\_\_\_\_ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

NOT APPLICABLE

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has \_\_\_\_\_ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:



\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

\_\_\_\_\_  
Dated

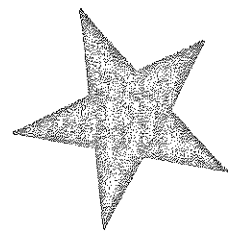
\_\_\_\_\_  
Signature of ~~Chief Executive Officer~~ Deputy Supervisor

Gregory W. Carman, Jr.  
Name of ~~Chief Executive Officer~~ Deputy Supervisor

Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public





**Appendix EE**  
**Equal Employment Opportunities for Minorities and Women**

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Office Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto

shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

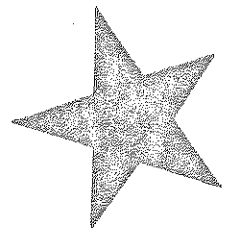
(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").



(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Office Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency. Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefore or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

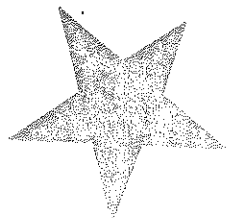
As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally



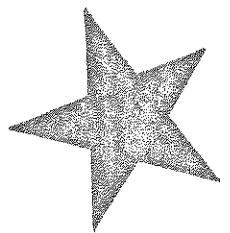
solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

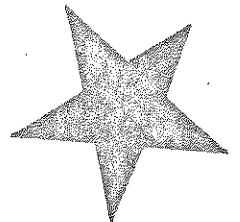
As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction

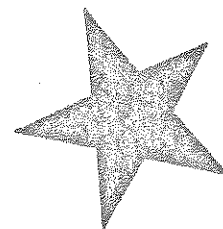


services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring the Office head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.



**Exhibit A**





COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

THE TOWN OF OYSTER BAY IS A MUNICIPALITY - NO POLITICAL CONTRIBUTIONS WERE  
PAID BY THE TOWN OF OYSTER BAY.

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

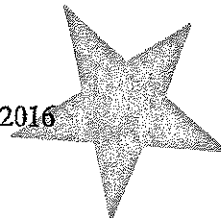
Vendor: Town of Oyster Bay

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

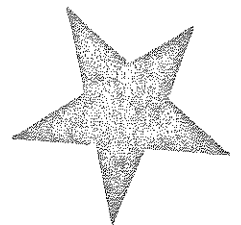
Signed: \_\_\_\_\_

Print Name: Gregory W. Carman, Jr.

Title: Deputy Supervisor



## Exhibit B







COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

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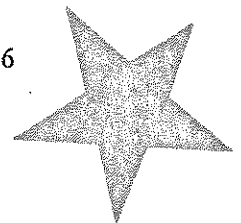
3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

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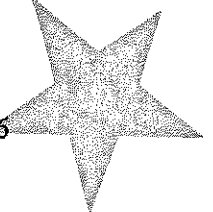
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4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See page 4 for a complete description of lobbying activities.

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5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

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6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

\_\_\_\_\_

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I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

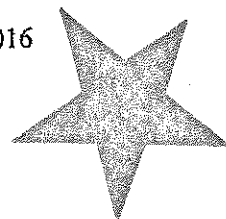
The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

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

Signed: \_\_\_\_\_

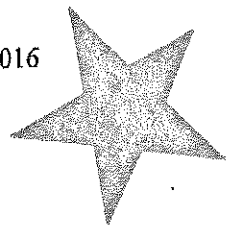
Print Name: Gregory W. Carman, Jr.

Title: Deputy Supervisor



**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

**The term "lobbying" or "lobbying activities" does not include:** Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.



COUNTY OF NASSAU  
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Town of Oyster Bay  
Address: Town Hall South, 977 Hicksville Road  
City, State and Zip Code: Massapequa, New York 11758
2. Entity's Vendor Identification Number: 11-6001934
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture ☐ Ltd.  
Liability Co ☐ Closely Held Corp ☐ Other (specify) **Municipality**
4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

**Town Supervisor:**

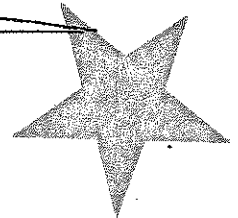
Joseph S. Saladino, 54 Audrey Avenue, Oyster Bay, NY 11771

**Town Councilmembers:**

Michele M. Johnson, 54 Audrey Avenue, Oyster Bay, NY 11771  
Louis B. Imbroto, 54 Audrey Avenue, Oyster Bay, NY 11771  
Thomas P. Hand, 54 Audrey Avenue, Oyster Bay, NY 11771  
Steve Labriola, 54 Audrey Avenue, Oyster Bay, NY 11771  
Laura L. Maier, 54 Audrey Avenue, Oyster Bay, NY 11771  
Vicki Walsh, 54 Audrey Avenue, Oyster Bay, NY 11771

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

NOT APPLICABLE



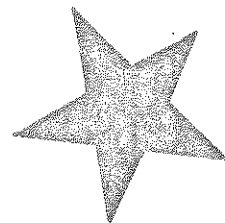
6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

NONE

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

NONE



(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

NOT APPLICABLE (see paragraph 7 (a))

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(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

NOT APPLICABLE (see paragraph 7 (a))

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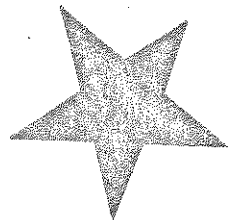
8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

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

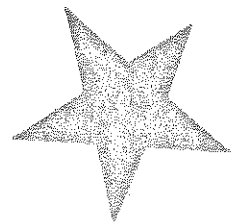
Print Name: Gregory W. Carman, Jr.

Title: Deputy Supervisor



Page 4 of 4

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.





Meeting of January 25, 2022

Resolution No. 21-2022

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

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated January 3, 2022, advised that Nelson & Pope, Engineering, Architecture and Land Surveying, PLLC, Consulting Engineers, by letter dated June 25, 2001, informed the Department that it made a final inspection of the work performed pursuant to Contract No. H18-171-P2, Massapequa Flood Diversion and Control Project No. 2 Outfall 109 (Seneca Place), certified that the contractor, Pioneer Landscaping and Asphalt Paving, Inc., 168 Townline Road, Kings Park, New York 11754, complied with all of the requirements of the Contract and recommended that the Town accept said Contract as having been completed; and

WHEREAS, Commissioner Lenz, by said memorandum, advised further, that said Consulting Engineers informed the Department, by said letter dated June 25, 2021, of an increase/decrease in quantities, relative to the Construction Phase of Contract No. H18-171-P2, for a total net decrease in the amount of \$151,432.45; and

WHEREAS, Commissioner Lenz, by said memorandum, requested Town Board authorization for the increase/decrease in quantities relative to the Construction Phase of Contract No. H18-171-P2, for a total net decrease in the amount of \$151,432.45;

WHEREAS, final construction costs were in the amount of \$414,824.55; and

WHEREAS, Commissioner Lenz, by said memorandum, concurred with the Consulting Engineers that the Contract be accepted as having been completed, and that final payment be made to the contractor; and

WHEREAS, work under this Contract was directed to proceed as of November 16, 2020, and to be completed within ninety (90) calendar days, on February 2021, with a revised completion date of May 17, 2021, after a continue/discontinue letter was issued to the Contractor for utility work, material and weather delays, with work completed, actually, on May 12, 2021; and

WHEREAS, the Office of the Town Attorney and the Office of the Town Comptroller, by memoranda dated November 29, 2021, stated that there are no legal obstacles or financial encumbrances of record that would necessitate the withholding of the final acceptance of this project; and

WHEREAS, John P. Bishop, Deputy Commissioner, Department of Highways, by memorandum dated December 22, 2021, concurred with the recommendation of final acceptance of this project,

Resolution No.21 -2022

NOW, THEREFORE, BE IT RESOLVED, That the Town Board hereby authorizes an increase/decrease in quantities, relative to the Construction Phase of Contract No. H18-171-P2, for a net decrease, in the amount of \$151, 432.45; and be it further

RESOLVED, That upon the recommendations as hereinabove set forth, Contract No. H18-171-P2, is hereby accepted as being complete, at a final construction cost of \$414,824.55, and final payment is to be made in accordance with the applicable terms and conditions of the Contract, after the customary review of the engineer's certificate, and upon the submission of a duly certified claim, after audit.

-#-

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

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

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

January 3, 2022

TO: MEMORANDUM DOCKET

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

SUBJECT: QUANTITY INCREASE/DECREASE AND ACCEPTANCES AND FINAL PAYMENT  
MASSAPEQUA FLOOD DIVERSION AND CONTROL PROJECT NO. 2  
OUTFALL 109 (SENECA PLACE)  
CONTRACT NO.: H18-171-P2

Attached is the final acceptance letter, with backup, from of N&P Engineering, Architecture and Land Surveying, PLLC, dated November 17, 2021 concerning increases/decreases in quantities with a total net decrease in the amount of \$151,432.45. Said quantity decreases are explained by the consultant in this correspondence and further described as per the attached tabulation.

Attached herewith is also:

1. A letter dated June 25, 2021 from N&P Engineering, Architecture and Land Surveying, PLLC recommending final acceptance by the Town of Oyster Bay.
2. The consultant's final engineer's certificate for Pioneer Landscaping & Asphalt Paving dated November 12, 2021.
3. A statement from the Town Attorney's office indicating there are no legal hindrances.
4. A statement from the Town Comptroller indicating there are no financial hindrances which would delay the acceptance of this contract.
5. A statement from the Department of Highway concurring with final acceptance.

Work under this contract was directed to proceed as of November 16, 2020 to be completed within 90 calendar days on February 13, 2021. The revised completion date was May 17, 2021 after discontinue/continue letter issued to the contractor for utility work, material, and weather delays. Actual work was completed on May 12, 2021.

Final construction costs amount to \$414,824.55.

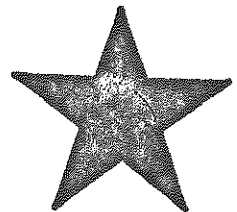
We hereby concur with N&P Engineering, Architecture and Land Surveying, PLLC that this project be accepted as being completed and that all final payments be made to the contractor after the customary review of the engineer's certificate and claim by the Comptroller.

  
RICHARD W. LENZ, P.E.  
COMMISSIONER

DEPARTMENT OF PUBLIC WORKS/HIGHWAY

RWL/JCT/MR/DDM/ik

cc: Steven C. Ballas, Town Comptroller  
H18-171 P-2 Final Acceptance Docket





June 25, 2021

Richard Lenz, PE, Commissioner  
Town of Oyster Bay  
Dept. of Public Works  
150 Miller Place  
Syosset, New York 11791

Attention: Dan Midgette

Re: Massapequa Flood Diversion and Control / Project No. 2 – Seneca Place (Outfall No. 109)  
Contract No. H18-171-P2  
Certificate of Final Completion  
Nelson & Pope No. 18179

Dear Mr. Midgette:

As of May 19<sup>th</sup>, 2021, the Project referenced above the Town, N+P, and the Contractor has completed a walk-thru meeting to review the construction progress and address any outstanding project construction and punchlist items for future project close out.

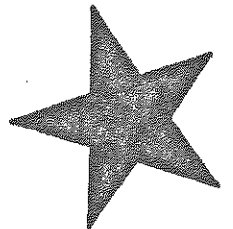
Since that meeting, all punchlist items have been addressed and the project is considered to be 100% completed and ready for close-out.

Very truly yours,

Respectfully submitted,

**NELSON + POPE**

Russell Scott, P.E.  
Partner



ALL DOCUMENT G702

PAGE ONE OF 2

PAGES

## PROJECT:

Flood Division Control Project 2  
Outfall # 109-Seneca Place  
Contract#H18-171-P2

## VIA Engineering

Nelson & Pope - ATTN: Joe Deluca  
70 Maxcess Rd  
Melville, NY 11747  
P:631-427-5665

PROJECT NOS: 20-031  
CONTRACT DATE:

**undersigned Comptroller**

Application is made for payment, as shown below, in connection with the Contract, Continuation Sheet, AIA Document G703, is attached.

- The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.
- CONTRACTOR Edgar Date: 11/16
- State of: New York County of: Suffolk
- Subscribed and sworn to before me this 14th day of November, 2001
- Notary Public: Andres J. Sandoval
- My Commission expires: 10/25/04
- USA SANTOS  
HENRY P. SANTOS, Notary Public  
P.O. Box 10000  
San Juan, P.R. 00901-0000
- AGREEMENT ON EXPENSE DUES
- ARCHITECTS CERTIFICATE FOR PAYMENT**
- In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, and the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$29,039.48

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this application and amble Continuation Sheet that are changed to conform with the amount certified.)

By: 10003 ~~ST~~ Date: 11/17/21

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$0.00	(\$151,432.45)
TOTALS	\$0.00	(\$151,432.45)
NET CHANGES by Change Order		(\$151,432.45)

# CONTINUATION SHEET

AIA DOCUMENT G703

Page 2 of 3

AIA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractors signed certification is attached.

In tabulations below, amounts are stated in the nearest dollar.

Use Column 1 on Contracts where variable retainage for line items may apply.

Seneca Place  
Contract#H18-171-P2

APPLICATION NO: 008 FINAL  
APPROVAL DATE: 31-Jul-21  
PERIOD TO: 31-Jul-21

ARCHITECT'S PROJECT NO:

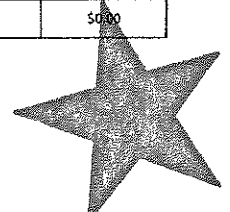
A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE		D UNIT PRICE	E UM	F Qty	G Previous Quantity	H Quantity This Period	I WORK COMPLETED FROM PREVIOUS APPLICATION (ID + EI)		J MATERIALS PRESENTLY STORED (NOT IN)	K TOTAL COMPLETED AND STORED TO DATE	L % (G + K) TO DATE	M BALANCE FORWARD (C - K)	N RETAINAGE (IF VARIABLE PAY)
		VALUE	UNIT PRICE						FROM PREVIOUS APPLICATION (ID + EI)	THIS PERIOD					
1X	Clearing & Grubbing	\$3,800.00	\$3,800.00	LS	1.00	1.00	0	0	\$3,800.00	\$0.00	\$0.00	\$3,800.00	100.00%	\$0.00	\$0.00
1M	Unexcavated Excavation	\$15,000.00	\$33.75	CY	160.00	101.80	0	0	\$9,544.75	\$0.00	\$0.00	\$9,544.75	63.00%	\$5,455.25	\$0.00
2X	Center Concrete Pavement & Curb Removal	\$9,100.00	\$130.00	CY	70.00	29.40	0	0	\$3,822.00	\$0.00	\$0.00	\$3,822.00	42.00%	\$5,278.00	\$0.00
4A	Center Concrete Structures Removal	\$4,500.00	\$153.00	CY	30.00	10.00	0	0	\$1,530.00	\$0.00	\$0.00	\$1,530.00	33.33%	\$3,000.00	\$0.00
4C	Center Concrete Saw Cut	\$5,665.00	\$5.50	LF	1,030.00	122.10	0	0	\$6,715.50	\$0.00	\$0.00	\$6,715.50	118.54%	(\$1,080.50)	\$0.00
4D	Bituminous Concrete Saw Cut	\$5,420.00	\$4.00	LF	835.00	33.00	0	0	\$13,200.00	\$0.00	\$0.00	\$13,200.00	3.86%	\$3,288.00	\$0.00
4SX	Select Borrow Fill	\$14,945.00	\$61.00	CY	245.00	88.00	0	0	\$2,348.96	\$0.00	\$0.00	\$2,348.96	35.92%	\$9,577.00	\$0.00
12BX-15X	Furnish & Install 15" Diameter, Class IV RCP	\$13,180.00	\$212.00	LF	15.00	11.08	0	0	\$3,192.50	\$0.00	\$0.00	\$3,192.50	73.87%	\$9,987.50	\$0.00
12BX-18X	Furnish & Install 18" Diameter, Class IV RCP	\$13,090.00	\$187.00	LF	70.00	29.40	0	0	\$4,544.70	\$0.00	\$0.00	\$4,544.70	36.20%	\$8,545.30	\$0.00
12BX-24X	Furnish & Install 24" Diameter, Class IV RCP	\$56,100.00	\$170.00	LF	330.00	29.40	0	0	\$49,980.00	\$0.00	\$0.00	\$49,980.00	89.09%	\$6,120.00	\$0.00
13-13	13-13 Catch Basin Type 13"	\$10,500.00	\$21,000.00	VF	5.00	4.97	0	0	\$10,437.00	\$0.00	\$0.00	\$10,437.00	99.40%	\$33.00	\$0.00
13-13	Catchbasin Type 13"	\$8,200.00	\$1,600.00	VF	5.00	2.84	0	0	\$4,544.70	\$0.00	\$0.00	\$4,544.70	56.80%	\$3,655.30	\$0.00
15-3A	Manholes, Type 3 Alternative 4" Diameter	\$21,750.00	\$1,450.00	VF	15.00	13.67	0	0	\$19,821.50	\$0.00	\$0.00	\$19,821.50	91.13%	\$1,928.50	\$0.00
16	Change Elevations of Manholes and Catch Basins	\$3,350.00	\$550.00	EA	7.00	1.00	0	0	\$350.00	\$0.00	\$0.00	\$350.00	14.29%	\$3,000.00	\$0.00
26X	Remove & Replace Stone Block, Brick or Similar Mortared Curb	\$33,840.00	\$47.00	LF	720.00	665	0	0	\$31,255.00	\$0.00	\$0.00	\$31,255.00	92.36%	\$2,585.00	\$0.00
26X	Remove & Replace Stone Block, Brick or Similar Mortared Curb	\$1,880.00	\$47.00	LF	40.00	67.00	0	0	\$1,498.00	\$0.00	\$0.00	\$1,498.00	167.50%	\$382.00	\$0.00
27X	Center Concrete Sidewalk & Ramps	\$24,075.00	\$9.00	SF	2,675.00	263.7	0	0	\$23,713.00	\$0.00	\$0.00	\$23,713.00	98.58%	\$362.00	\$0.00
27D	Detachable Warning Surface	\$840.00	\$28.00	SF	30.00	20.00	0	0	\$560.00	\$0.00	\$0.00	\$560.00	66.67%	\$280.00	\$0.00
28X	Rebuild/Reinforce Concrete Driveway & Aprons	\$15,275.00	\$13.00	SF	1,175.00	1,098.25	0	0	\$14,277.25	\$0.00	\$0.00	\$14,277.25	94.47%	\$897.75	\$0.00
28X	Rebuild/Reinforce Concrete Driveway & Aprons	\$8,010.00	\$89.00	SY	90.00	21.67	0	0	\$1,928.63	\$0.00	\$0.00	\$1,928.63	24.00%	\$6,081.37	\$0.00
36-2A-1B	Bituminous Macadam Plant Mix Type 2A, Wearing Course	\$28,000.00	\$28.00	Tons	200.00	240.67	0	0	\$33,693.80	\$0.00	\$0.00	\$33,693.80	120.34%	(\$5,693.80)	\$0.00
36-2A-1B	Bituminous Macadam Plant Mix Type 2A, Binder Course	\$60,500.00	\$10.00	Tons	580.00	239.4	0	0	\$26,334.00	\$0.00	\$0.00	\$26,334.00	43.53%	\$34,166.00	\$0.00
57	Rebuilding Catch Basins	\$3,000.00	\$3,000.00	EA	1.00	1.00	0	0	\$3,000.00	\$0.00	\$0.00	\$3,000.00	100.00%	\$0.00	\$0.00
60	Curb Cook & Water Service Box, Release	\$7,500.00	\$750.00	EA	3.00	3.00	0	0	\$2,190.00	\$0.00	\$0.00	\$2,190.00	60.00%	\$5,310.00	\$0.00
61X	Change Elevations of House Service Connection to Watermain	\$8,000.00	\$100.00	LF	80.00	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,000.00	\$0.00
61X	Change Elevations of House Service Connection to Watermain	\$7,200.00	\$120.00	LF	60.00	14	0	0	\$84.00	\$0.00	\$0.00	\$84.00	11.20%	\$7,116.00	\$0.00
62X	Removal & Replacement of Existing Fence	\$750.00	\$25.00	SF	220.00	54.6	0	0	\$15,288.00	\$0.00	\$0.00	\$15,288.00	248.18%	(\$9,128.00)	\$0.00
74A	Replacement & Construct Loose Flagstone, Brick, Block or Similar Stone	\$9,765.00	\$21.00	SF	465.00	67.4	0	0	\$14,154.00	\$0.00	\$0.00	\$14,154.00	144.93%	(\$4,389.00)	\$0.00
77	Moving House Water Meter Out & Meter	\$13,750.00	\$27,500.00	EA	77.00	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$13,750.00	\$0.00
77A	Water Meters, Change of Grade	\$5,500.00	\$1,100.00	EA	5.00	3	0	0	\$3,300.00	\$0.00	\$0.00	\$3,300.00	60.00%	\$2,200.00	\$0.00
88X	Maintenance & Protection of Traffic	\$23,000.00	\$428.00	LF	35.00	1	0	0	\$33,008.00	\$0.00	\$0.00	\$33,008.00	100.00%	\$0.00	\$0.00
99X	Water Main Relocation	\$14,980.00	\$2,750.00	EA	2.00	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$14,980.00	\$0.00
100X	Adjust Hydrant Assembly Complete	\$5,500.00	\$5,500.00	EA	1.00	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,500.00	\$0.00
136S	Survey Stake Out	\$13,000.00	\$13,000.00	LS	1.00	1.00	0	0	\$13,000.00	\$0.00	\$0.00	\$13,000.00	100.00%	\$0.00	\$0.00
366T	Thermoplastic Reflectized Pavement Marking	\$792.00	\$2.20	LF	360.00	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$792.00	\$0.00
389G	Metal Beam Type Guide Railing	\$3,850.00	\$110.00	EA	35.00	0	0	32	\$3,520.00	\$0.00	\$0.00	\$3,520.00	91.43%	\$330.00	\$0.00
393X	Tier Holes	\$1,650.00	\$110.00	EA	15.00	7	0	0	\$770.00	\$0.00	\$0.00	\$770.00	46.67%	\$880.00	\$0.00
394	Temporary Asphalt Pavement	\$4,100.00	\$82.00	Tons	50.00	10	0	0	\$820.00	\$0.00	\$0.00	\$820.00	20.00%	\$3,280.00	\$0.00
396X	Dense Graded Aggregate Base Course	\$6,500.00	\$90.00	CY	70.00	78.3	0	0	\$7,047.00	\$0.00	\$0.00	\$7,047.00	111.86%	(\$747.00)	\$0.00
500	Clearing Existing Drainage System	\$4,050.00	\$2.50	LF	1,620.00	0	0	136	\$815.00	\$0.00	\$0.00	\$815.00	20.12%	\$3,235.00	\$0.00
501	Milling Asphalt Pavement	\$12,110.00	\$14.00	SY	865.00	1305.54	0	0	\$18,283.16	\$0.00	\$0.00	\$18,283.16	150.93%	(\$6,173.16)	\$0.00
502	Temporary Sediment Filter Bags for Drainage Structures	\$440.00	\$10.00	EA	4.00	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$440.00	\$0.00
503	Soil Fence - Temporary	\$1,200.00	\$10.00	LS	120.00	93	0	0	\$930.00	\$0.00	\$0.00	\$930.00	77.50%	\$270.00	\$0.00
506-15	Inline Check Valve - 15" Diameter	\$7,600.00	\$7,600.00	EA	1.00	1.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,600.00	\$0.00
506-24	Inline Check Valve - 24" Diameter	\$9,500.00	\$9,500.00	EA	1.00	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,500.00	\$0.00
506-36	Inline Check Valve - 36" Diameter	\$21,000.00	\$21,000.00	EA	1.00	1.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$21,000.00	\$0.00
507A	Permanent Filter Bags for Drainage Structures (Types A,B,C & D)	\$2,200.00	\$1,100.00	EA	2.00	2.00	0	2	\$2,200.00	\$0.00	\$0.00	\$2,200.00	100.00%	\$0.00	\$0.00
507B	Permanent Filter Bags for Drainage Structures (Types A,B,C & D)	\$2,200.00	\$1,100.00	EA	2.00	2.00	0	2	\$2,200.00	\$0.00	\$0.00	\$2,200.00	100.00%	\$0.00	\$0.00
516	Concrete Pipe Collar	\$1,000.00	\$550.00	EA	2.00	0	0	0	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100.00%	\$0.00	\$0.00
DEDUCT	QTY'S NOT USED	(\$151,423.45)				0.00	0	0							
GRAND TOTALS		\$414,824.55				\$406,089.55	\$8,735.00	\$0.00	\$414,824.55		\$0.00		100.00%	\$0.00	\$0.00

H18-171-R2 - MASSAPEGUA FLOOD DIVERSION PROJECT 2 - SENECA PLACE (OUTFALL 109)  
TOWN OF OYSTER BAY  
150 MILLER PLACE  
SYOSSET, NY 11791

CONTRACTOR: PIONEER LANDSCAPING & ASPHALT  
CLAIM NO. 3  
WORK PERIOD: 4/16/2021 to 7/31/21

NIP #: 18179

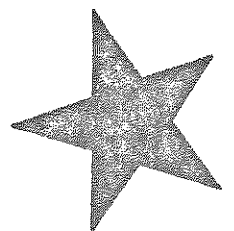
ITEM NO	ITEM DESCRIPTION	UNIT	CONTRACT QUANTITY	CONTRACT UNIT PRICE	CONTRACT TOTAL COST	QUANTITY		AMOUNT	
						THIS ESTIMATE	TO DATE	THIS ESTIMATE	TO DATE
1X	CLEARING AND GRUBBING	LS	1	\$3,800.00	\$3,800.00		1.00	\$0.00	\$3,800.00
1M	MOBILIZATION	LS	1	\$21,000.00	\$21,000.00		1.00	\$0.00	\$21,000.00
2X	UNCLASSIFIED EXCAVATION	CY	160	\$93.75	\$15,000.00		101.80	\$0.00	\$9,543.75
4A	CEMENT CONCRETE PAVEMENT AND GUTTER REMOVAL	CY	70	\$130.00	\$9,100.00		29.40	\$0.00	\$3,821.00
4BX	CEMENT CONCRETE STRUCTURES REMOVAL	CY	80	\$153.00	\$12,240.00		10.00	\$0.00	\$1,580.00
4C	CEMENT CONCRETE SAWCUT	LF	1,030	\$5.50	\$5,665.00		1221.00	\$0.00	\$6,715.50
4D	BITUMINOUS CONCRETE SAWCUT	LF	855	\$4.00	\$3,420.00		33.00	\$0.00	\$132.00
55X	SELECT BORROW FILL	CY	245	\$61.00	\$14,945.00		88.00	\$0.00	\$5,368.00
12BX-15X	FURNISH AND INSTALL 15" DIAMETER, CLASS IV RCP	LF	15	\$212.00	\$3,180.00		11.08	\$0.00	\$2,348.96
12BX-18X	FURNISH AND INSTALL 18" DIAMETER, CLASS IV RCP	LF	70	\$187.00	\$13,090.00		0.00	\$0.00	\$0.00
12BX-24X	FURNISH AND INSTALL 24" DIAMETER, CLASS IV RCP	LF	330	\$170.00	\$56,100.00		294.00	\$0.00	\$49,980.00
13-13	CATCH BASIN TYPE "13"	VF	5	\$2,100.00	\$10,500.00		4.97	\$0.00	\$10,437.00
13-B	CATCH BASIN TYPE "B"	VF	5	\$1,600.00	\$8,000.00		2.84	\$0.00	\$4,544.00
15-3A	MANHOLES, TYPE 3 ALTERNATIVE, 4' DIAMETER	VF	15	\$1,450.00	\$21,750.00		13.67	\$0.00	\$19,821.50
16	CHANGE ELEVATIONS OF MANHOLES AND CATCH BASINS	EA	7	\$550.00	\$3,850.00		1.00	\$0.00	\$550.00
26X	CEMENT CONCRETE CURB	LF	720	\$47.00	\$33,840.00		665.00	\$0.00	\$31,255.00
26B	REMOVE & REPLACE STONE BLOCK, BRICK OR SIMILAR MORTARED CURB	LF	40	\$47.00	\$1,880.00		67.00	\$0.00	\$3,149.00
27X	CEMENT CONCRETE SIDEWALKS & RAMPS	SF	2,675	\$9.00	\$24,075.00		2637.00	\$0.00	\$23,733.00
27DW	DETECTABLE WARNING SURFACE	SF	30	\$28.00	\$840.00		20.00	\$0.00	\$560.00
28X	REINFORCED CEMENT CONCRETE DRIVEWAY & APRONS	SF	1,175	\$13.00	\$15,275.00		1098.25	\$0.00	\$14,277.25
28AX	BITUMINOUS SIDEWALK, DRIVEWAY & DRIVEWAY APRONS	SY	90	\$89.00	\$8,010.00		21.67	\$0.00	\$1,928.63
36-2A-1W	BITUMINOUS MACADAM PLANT MIX TYPE 2A WEARING COURSE	TONS	200	\$140.00	\$28,000.00		240.67	\$0.00	\$33,699.80
36-2A-1B	BITUMINOUS MACADAM PLANT MIX TYPE 2A BINDER COURSE	TONS	550	\$110.00	\$60,500.00		239.40	\$0.00	\$26,334.00
57	REBUILDING CATCH BASINS	EA	1	\$3,000.00	\$3,000.00		1.00	\$0.00	\$3,000.00
60	CURB COCK AND WATER SERVICE BOX RELOCATION	EA	3	\$2,500.00	\$7,500.00		0.00	\$0.00	\$0.00
60A	CURB COCK AND WATER SERVICE BOX CHANGE OF GRADE	EA	5	\$730.00	\$3,650.00		3.00	\$0.00	\$2,190.00
61X	CHANGE ELEVATIONS OF HOUSE SERVICE CONNECTION TO WATERMAIN	LF	80	\$100.00	\$8,000.00		0.00	\$0.00	\$0.00
61SX	CHANGE ELEVATION OF SANITARY SEWER HOUSE SERVICE CONNECTION TO WATERMAINS	LF	60	\$120.00	\$7,200.00		0.00	\$0.00	\$0.00
62X	REMOVAL AND REPLACEMENT OF EXISTING FENCE	LF	125	\$6.00	\$750.00		14.00	\$0.00	\$84.00
74A	REPLACE AND CONSTRUCT LOOS FLAGSTONE, BRICK, BLOCK OR SIMILAR STONE	SF	220	\$28.00	\$6,160.00		546.00	\$0.00	\$15,288.00
76X	TOPSOIL AND SEEDING	SY	465	\$21.00	\$9,765.00		674.00	\$0.00	\$14,154.00
77	MOVING HOUSE WATER METER PIT AND METER	EA	5	\$2,750.00	\$13,750.00		0.00	\$0.00	\$0.00
77A	WATER METERS, CHANGE OF GRADE	EA	5	\$1,100.00	\$5,500.00		3.00	\$0.00	\$3,300.00
98X	MAINTENANCE AND PROTECTION OF TRAFFIC	LS	1	\$23,000.00	\$23,000.00		1.00	\$0.00	\$23,000.00
99X	WATER MAIN RELOCATION	LF	95	\$428.00	\$40,660.00		0.00	\$0.00	\$0.00
100X	ADJUST HYDRANT ASSEMBLY COMPLETE	EA	2	\$2,750.00	\$5,500.00		0.00	\$0.00	\$0.00
136X	SURVEY STAKE OUT	LS	1	\$13,000.00	\$13,000.00		1.00	\$0.00	\$13,000.00
366T	THERMOPLASTIC REFLECTORIZED PAVEMENT MARKINGS	LF	360	\$2.20	\$792.00		0.00	\$0.00	\$0.00



ITEM NO	ITEM DESCRIPTION	UNIT	CONTRACT QUANTITY	CONTRACT UNIT PRICE	CONTRACT TOTAL COST	QUANTITY		AMOUNT	
						THIS ESTIMATE	TO DATE	THIS ESTIMATE	TO DATE
389G	METAL BEAM TYPE GUIDE RAILING	LF	35	\$310.00	\$3,850.00	32.00	32.00	\$3,520.00	\$3,520.00
393X	TEST HOLES	EA	15	\$110.00	\$1,650.00		7.00	\$0.00	\$770.00
394	TEMPORARY ASPHALT PAVEMENT	TONS	50	\$82.00	\$4,100.00		10.00	\$0.00	\$820.00
398X	DENSE GRADED AGGREGATE BASE COURSE	CY	70	\$90.00	\$6,300.00		78.30	\$0.00	\$7,047.00
500	CLEANING EXISTING DRAINAGE SYSTEM	LF	1,620	\$2.50	\$4,050.00	326.00	326.00	\$815.00	\$815.00
501	MILLING ASPHALT PAVEMENT	SY	865	\$14.00	\$12,110.00		1305.94	\$0.00	\$18,283.16
502	TEMPORARY SEDIMENT FILTER BAGS FOR DRAINAGE STRUCTURES	EA	4	\$110.00	\$440.00		0.00	\$0.00	\$0.00
503	SILT FENCE - TEMPORARY	LF	120	\$10.00	\$1,200.00		93.00	\$0.00	\$930.00
506-15	INLINE CHECK VALVE - 15" DIAMETER	EA	1	\$7,600.00	\$7,600.00		1.00	\$0.00	\$7,600.00
506-24	INLINE CHECK VALVE - 24" DIAMETER	EA	1	\$9,500.00	\$9,500.00		0.00	\$0.00	\$0.00
506-36	INLINE CHECK VALVE - 36" DIAMETER	EA	1	\$21,000.00	\$21,000.00		1.00	\$0.00	\$21,000.00
507A	PERMANENT FILTER BAGS FOR DRAINAGE STRUCTURES (TYPES 1, 2, 3 & 4)	EA	2	\$1,100.00	\$2,200.00	2.00	2.00	\$2,200.00	\$2,200.00
507B	PERMANENT FILTER BAGS FOR DRAINAGE STRUCTURES (TYPES A, B, C & D)	EA	2	\$1,100.00	\$2,200.00	2.00	2.00	\$2,200.00	\$2,200.00
516	CONCRETE PIPE COLLAR	EA	2	\$550.00	\$1,100.00		2.00	\$0.00	\$1,100.00
					SUBTOTAL	\$566,257.00		\$8,735.00	\$414,824.55

Change Orders		
1		
2		
3		
Total		\$0.00

TOTAL	\$8,735.00	\$414,824.55
ORIGINAL CONTRACT SUM		\$566,257.00
NET CHANGE BY CHANGE ORDERS/ADD ALTS		\$0.00
CONTRACT SUM TO DATE	\$	566,257.00
TOTAL COMPLETED & STORED TO DATE		\$414,824.55
RETAINAGE (5.0%)	\$	
TOTAL EARNED LESS RETAINAGE		\$414,824.55
LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	385,785.07
CURRENT PAYMENT DUE		\$29,039.48





IT  
DM

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

TO: JOHN C. TASSONE  
DEPUTY COMMISSIONER  
DEPARTMENT OF PUBLIC WORKS

FROM: PAUL S. EHRLICH  
DEPUTY TOWN ATTORNEY

DATE: NOVEMBER 29, 2021

SUBJECT: FINAL ACCEPTANCE  
MASSAPEQUA FLOOD DIVERSION & CONTROL PROJECT 2 (SENECA PLACE) H18-171-P2

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In reply to your memorandum of November 23, 2021, please be advised that the records of this office disclose no pending litigation or other obstacles which would prevent the final acceptance of the above-referenced project.

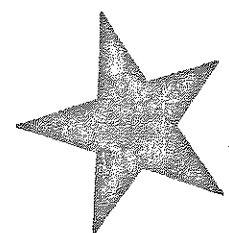
In addition, we have reviewed Maintenance Bond No. PB557500083 and have approved same as to form. The original Maintenance Bond was forwarded to the Town Clerk.

OFFICE OF THE TOWN ATTORNEY

By: \_\_\_\_\_

Paul S. Ehrlich  
Deputy Town Attorney

Cc: Comptroller  
Town Clerk (w/ original Maintenance Bond)



IT  
DM

TOWN OF OYSTER BAY  
Inter-Departmental Memo

TO: ✓ RICHARD W. LENZ, COMMISSIONER OF PUBLIC WORKS/HIGHWAY  
FROM: STEVEN C. BALLAS, COMPTROLLER  
DATE: NOVEMBER 29, 2021  
SUBJECT: FINAL ACCEPTANCE – MASSAPEQUA FLOOD DIVERSION &  
CONTROL PROJECT 2 (SENECA PLACE) – CONTRACT NO H18-171-P2

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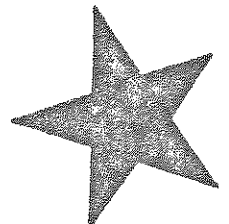
In response to your memo dated November 23, 2021, copy enclosed, please be advised that there are no financial hindrances that would delay the acceptance of this contract.

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

Enclosure

SCB/jjb:mj

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



Town of Oyster Bay

## Inter-Departmental Memo

December 22, 2021

TO: Richard W. Lenz, Commissioner Department of Public Works/Highway

FROM: John P. Bishop, Deputy Commissioner Department Of Highways

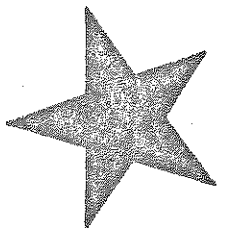
SUBJECT: Final acceptance  
Massapequa flood diversion & control  
Project 2 (Seneca Place)  
Contract No. H18-171-P2

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The Highway Department has inspected the area and recommends that this project be accepted as complete.

  
John P. Bishop  
Deputy Commissioner  
Department Of Highways

JPB/SDJ





November 17, 2021

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

Attention: Dan Midgette

Re: H18-171-P2 – Massapequa Flood Diversion Control Project  
Project No. 2 – Seneca Place (Outfall 109)  
Nelson + Pope No. 18179

Dear Mr. Midgette:

Submitted herewith is a list of contract items that require an increase or a decrease in quantity for the above referenced project. A summary of the increases and decreases is as follows:

**INCREASED ITEMS:**

**Item 4C – Cement Concrete Sawcut**

Original Bid Quantity = 1,030 LF  
Unit Bid Price = \$5.50  
Bid Total = \$5,665.00

Quantity Used (Update) = 1,221.00 LF  
Increase (Update) = 191.00 LF  
Increase Cost (Update) = \$1,050.50

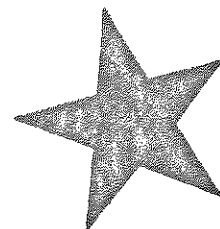
Reason for Increase: During construction, it was determined that additional cement sawcut was required to ensure a clean cut for the concrete sidewalk and to limit the amount of additional concrete sidewalk was needed.

**Item 26B – Remove & Replace Stone Block, Brick or Similar Mortared Curb**

Original Bid Quantity = 40 LF  
Unit Bid Price = \$47.00  
Bid Total = \$1,880.00

Quantity Used (Update) = 67 LF  
Increase (Update) = 27 LF  
Increase Cost (Update) = \$1,269.00

Reason for Increase: During construction, it was required to restore additional block curb at residential driveways to ensure a neat and properly completed project.



**Item 36-2A-1W -- Bituminous Macadam Plant Mix Type 2A Wearing Course**

Original Bid Quantity = 200 Tons  
Unit Bid Price = \$140.00  
Bid Total = \$28,000.00

Quantity Used (Update) = 240.67 Tons  
Increase (Update) = 40.67 Tons  
Increase Cost (Update) = \$5,693.80

Reason for Increase: The restoration limits for asphalt were increased slightly to due to the condition of the existing asphalt the contractor was abutting to. It was determined to increase the area slightly to create a uniform transition.

**Item 74A -- Replace and Construct Loose Flagstone, Brick or Similar Stone**

Original Bid Quantity = 220 SF  
Unit Bid Price = \$28.00  
Bid Total = \$6,160.00

Quantity Used (Update) = 546 SF  
Increase (Update) = 326 SF  
Increase Cost (Update) = \$9,128.00

Reason for Increase: Due to the road raising additional restoration was required for the driveways to ensure a smooth transition.

**Item 76X -- Topsoil and Seeding**

Original Bid Quantity = 465 SY  
Unit Bid Price = \$21.00  
Bid Total = \$9,765.00

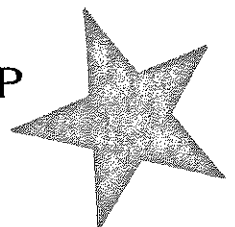
Quantity Used (Update) = 674 SY  
Increase (Update) = 209 SY  
Increase Cost (Update) = \$4,389.00

Reason for Increase: Due to the road raising additional restoration was required for the driveways to ensure a smooth transition.

**Item 398X -- Dense Graded Aggregate Base Course**

Original Bid Quantity = 70 CY  
Unit Bid Price = \$90.00  
Bid Total = \$6,300.00

Quantity Used (Update) = 78.30 CY



Increase (Update) = 8.30 CY  
Increase Cost (Update) = \$747.00

Reason for Increase: Minimal additional stone was required to for the roadway raising.

**Item 501 -- Milling Asphalt Pavement**

Original Bid Quantity = 865 SY  
Unit Bid Price = \$14.00  
Bid Total = \$12,110.00

Quantity Used (Update) = 1,305.94 SY  
Increase (Update) = 440.94 SY  
Increase Cost (Update) = \$6,173.16

Reason for Increase: During construction additional milling was required to improve the transition from the new roadway to the existing roadway.

**TOTAL INCREASE: \$28,450.46**

**DECREASED ITEMS:**

**Item 2X -- Unclassified Excavation**

Original Bid Quantity = 160 CY  
Unit Bid Price = \$93.75  
Bid Total = \$15,000.00

Quantity Used (Update) = 101.80 CY  
Decrease (Update) = 58.20 CY  
Decrease Cost (Update) = \$5,456.25

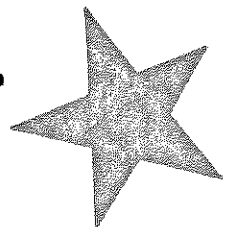
Reason for Decrease: Quantity needed was less than estimated.

**Item 4A -- Cement Concrete Pavement and Gutter Removal**

Original Bid Quantity = 70 CY  
Unit Bid Price = \$130.00  
Bid Total = \$9,100.00

Quantity Used (Update) = 29.40 CY  
Decrease (Update) = 40.60 CY  
Decrease Cost (Update) = \$5,278.00

Reason for Decrease: Quantity needed was less than estimated.



**Item 4BX – Cement Concrete Structures Removal**

Original Bid Quantity = 30 CY

Unit Bid Price = \$153.00

Bid Total = \$4,590.00

Quantity Used (Update) = 10 CY

Decrease (Update) = 20 CY

Decrease Cost (Update) = \$3,060.00

Reason for Decrease: Quantity needed was less than estimated.

**Item 4D – Bituminous Concrete Sawcut**

Original Bid Quantity = 855 LF

Unit Bid Price = \$4.00

Bid Total = \$3,420.00

Quantity Used (Update) = 33 LF

Decrease (Update) = 822 LF

Decrease Cost (Update) = \$3,288.00

Reason for Decrease: Quantity needed was less than estimated.

**Item 55X– Select Borrow Fill**

Original Bid Quantity = 245 CY

Unit Bid Price = \$61.00

Bid Total = \$14,945.00

Quantity Used (Update) = 88 CY

Decrease (Update) = 157 CY

Decrease Cost (Update) = \$9,577.00

Reason for Decrease: Quantity needed was less than estimated.

**Item 12BX-15X – Furnish and Install 15" Diameter, Class IV RCP**

Original Bid Quantity = 15 LF

Unit Bid Price = \$212.00

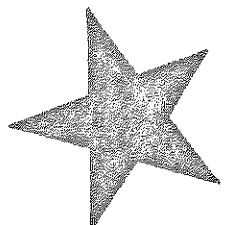
Bid Total = \$3,180.00

Quantity Used (Update) = 11.08 LF

Decrease (Update) = 3.92 LF

Decrease Cost (Update) = \$831.04

Reason for Decrease: Quantity needed was less than estimated.



**Item 12BX-18X – Furnish and Install 18" Diameter, Class IV RCP**

Original Bid Quantity = 70 LF  
Unit Bid Price = \$187.00  
Bid Total = \$13,090.00

Quantity Used (Update) = 0 LF  
Decrease (Update) = 70 LF  
Decrease Cost (Update) = \$13,090.00

Reason for Decrease: Existing and proposed field conditions determined that this item was no longer needed for the project.

**Item 12BX-24X – Furnish and Install 24" Diameter, Class IV RCP**

Original Bid Quantity = 330 LF  
Unit Bid Price = \$170.00  
Bid Total = \$56,100.00

Quantity Used (Update) = 294 LF  
Decrease (Update) = 36 LF  
Decrease Cost (Update) = \$6,120.00

Reason for Decrease: Quantity needed was less than estimated.

**Item 13-13 – Catch Basin Type "13"**

Original Bid Quantity = 5 VF  
Unit Bid Price = \$2,100.00  
Bid Total = \$10,500.00

Quantity Used (Update) = 4.97 VF  
Decrease (Update) = .03 VF  
Decrease Cost (Update) = \$63.00

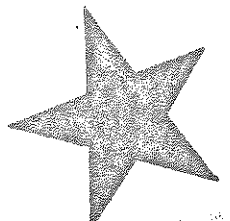
Reason for Decrease: Quantity needed was less than estimated.

**Item 13-B – Catch Basin Type "B"**

Original Bid Quantity = 5 VF  
Unit Bid Price = \$1,600.00  
Bid Total = \$8,000.00

Quantity Used (Update) = 2.84 VF  
Decrease (Update) = 2.16 VF  
Decrease Cost (Update) = \$3,456.00

Reason for Decrease: Quantity needed was less than estimated.





**Item 15-3A – Manholes Type 3 Alternative, 4' Diameter**

Original Bid Quantity = 15 VF

Unit Bid Price = \$1,450.00

Bid Total = \$21,750.00

Quantity Used (Update) = 13.67 VF

Decrease (Update) = 1.33 VF

Decrease Cost (Update) = \$1,928.50

Reason for Decrease: Quantity needed was less than estimated.

**Item 16 – Change Elevations of Manholes and Catch Basins**

Original Bid Quantity = 7 EA

Unit Bid Price = \$550.00

Bid Total = \$3,850.00

Quantity Used (Update) = 1 EA

Decrease (Update) = 6 EA

Decrease Cost (Update) = \$3,300.00

Reason for Decrease: Quantity needed was less than estimated.

**Item 26X – Cement Concrete Curb**

Original Bid Quantity = 720 LF

Unit Bid Price = \$47.00

Bid Total = \$33,840.00

Quantity Used (Update) = 665 LF

Decrease (Update) = 55 LF

Decrease Cost (Update) = \$2,585.00

Reason for Decrease: Quantity needed was less than estimated.

**Item 27X – Cement Concrete Sidewalks and Ramps**

Original Bid Quantity = 2,675 SF

Unit Bid Price = \$9.00

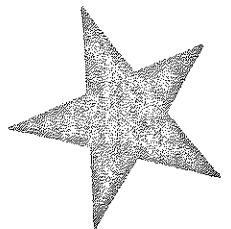
Bid Total = \$24,075.00

Quantity Used (Update) = 2,637.00 SF

Decrease (Update) 38 SF

Decrease Cost (Update) = \$342.00

Reason for Decrease: Quantity needed was less than estimated.



**Item 27DW – Detectable Warning Surface**

Original Bid Quantity = 30 SF  
Unit Bid Price = \$28.00  
Bid Total = \$840.00

Quantity Used (Update) = 20 SF  
Decrease (Update) 10 SF  
Decrease Cost (Update) = \$280.00

Reason for Decrease: Quantity needed was less than estimated.

**Item 28X – Reinforced Cement Concrete Driveway & Driveway Aprons**

Original Bid Quantity = 1,175 SF  
Unit Bid Price = \$13.00  
Bid Total = \$15,275.00

Quantity Used (Update) = 1,098.25 SF  
Decrease (Update) 76.75 SF  
Decrease Cost (Update) = \$997.75

Reason for Decrease: During construction less cement concrete driveway apron restoration was needed than originally anticipated.

**Item 28AX – Bituminous Sidewalk, Driveway & Driveway Aprons**

Original Bid Quantity = 90 SY  
Unit Bid Price = \$89.00  
Bid Total = \$8,010.00

Quantity Used (Update) = 21.67 SY  
Decrease (Update) 68.33 SF  
Decrease Cost (Update) = \$6,081.37

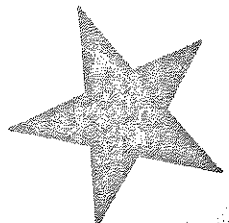
Reason for Decrease: During construction less driveway restoration was needed than originally anticipated.

**Item 36-2A-1B – Bituminous Macadam Plant Mix Type 2A Binder Course**

Original Bid Quantity = 550 Tons  
Unit Bid Price = \$110.00  
Bid Total = \$60,500.00

Quantity Used (Update) = 239.40 Tons  
Decrease (Update) 310.60 Tons  
Decrease Cost (Update) = \$34,166.00

Reason for Decrease: During construction less binder course was needed to raise the roadway than originally anticipated.



**Item 60 – Curb Cock and Water Service Box Relocation**

Original Bid Quantity = 3 EA  
Unit Bid Price = \$2,500.00  
Bid Total = \$7,500.00

Quantity Used (Update) = 0  
Decrease (Update) 3 EA  
Decrease Cost (Update) = \$7,500.00

Reason for Decrease: This item was provided by the local utility rather than the contractor for this project.

**Item 60A – Curb Cock and Water Service Box Change of Grade**

Original Bid Quantity = 5 EA  
Unit Bid Price = \$730.00  
Bid Total = \$3,650.00

Quantity Used (Update) = 3  
Decrease (Update) 2 EA  
Decrease Cost (Update) = \$1,460.00

Reason for Decrease: This item was provided by the local utility rather than the contractor for this project.

**Item 61X – Change Elevations of House Service Connections to Watermain**

Original Bid Quantity = 80 LF  
Unit Bid Price = \$100.00  
Bid Total = \$8,000.00

Quantity Used (Update) = 0  
Decrease (Update) 80 LF  
Decrease Cost (Update) = \$8,000.00

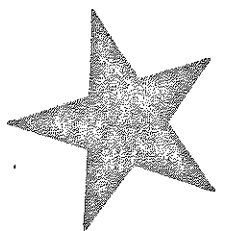
Reason for Decrease: This item was provided by the local utility rather than the contractor for this project.

**Item 61SX – Change Elevations of Sanitary Sewer House Service Connections to Watermain**

Original Bid Quantity = 60 LF  
Unit Bid Price = \$120.00  
Bid Total = \$7,200.00

Quantity Used (Update) = 0  
Decrease (Update) 60 LF  
Decrease Cost (Update) = \$7,200.00

Reason for Decrease: No changes to sewer house connections were necessary during construction.



**Item 62X -- Removal and Replacement of Existing Fence**

Original Bid Quantity = 125 LF  
Unit Bid Price = \$6.00  
Bid Total = \$750.00

Quantity Used (Update) = 14 LF  
Decrease (Update) 111 LF  
Decrease Cost (Update) = \$666.00

Reason for Decrease: Existing fence removal and/or replacement was less than anticipated during construction.

**Item 77 -- Moving House Water Meter Pit and Meter**

Original Bid Quantity = 5 EA  
Unit Bid Price = \$2,750.00  
Bid Total = \$13,750.00

Quantity Used (Update) = 0  
Decrease (Update) 5 EA  
Decrease Cost (Update) = \$13,750.00

Reason for Decrease: This item was not needed during the Project.

**Item 77A -- Water Meters, Change of Grade**

Original Bid Quantity = 5 EA  
Unit Bid Price = \$1,100.00  
Bid Total = \$5,500.00

Quantity Used (Update) = 3 EA  
Decrease (Update) 2 EA  
Decrease Cost (Update) = \$2,200.00

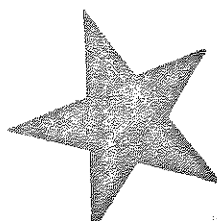
Reason for Decrease: Two (2) water meters did not require adjustment during construction.

**Item 99X -- Watermain Relocation**

Original Bid Quantity = 35 LF  
Unit Bid Price = \$428.00  
Bid Total = \$14,980.00

Quantity Used (Update) = 0 LF  
Decrease (Update) 35 LF  
Decrease Cost (Update) = \$14,980.00

Reason for Decrease: This item was not needed during the Project.



**Item 100X -- Adjust Hydrant Assembly Complete**

Original Bid Quantity = 2 EA  
Unit Bid Price = \$2,750.00  
Bid Total = \$5,500.00

Quantity Used (Update) = 0 EA  
Decrease (Update) 2 EA  
Decrease Cost (Update) = \$5,500.00

Reason for Decrease: This item was not needed during the Project.

**Item 366T -- Thermoplastic ReflectORIZED Pavement Markings**

Original Bid Quantity = 360 LF  
Unit Bid Price = \$2.20  
Bid Total = \$792.00

Quantity Used (Update) = 0 LF  
Decrease (Update) 360 LF  
Decrease Cost (Update) = \$792.00

Reason for Decrease: The existing conditions did not include.

**Item 389G -- Metal Beam Type Guide Railing**

Original Bid Quantity = 35 LF  
Unit Bid Price = \$110.00  
Bid Total = \$3,850.00

Quantity Used (Update) = 32 LF  
Decrease (Update) 3 LF  
Decrease Cost (Update) = \$330.00

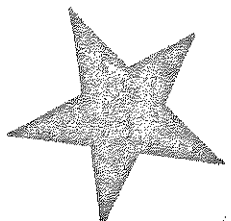
Reason for Decrease: Quantity necessary was less than estimated

**Item 393X -- Test Holes**

Original Bid Quantity = 15 EA  
Unit Bid Price = \$110.00  
Bid Total = \$1,650.00

Quantity Used (Update) = 7 EA  
Decrease (Update) 8 EA  
Decrease Cost (Update) = \$880.00

Reason for Decrease: The amount of initial test holes was overestimated and not required during construction.



**Item 394 – Temporary Asphalt Pavement**

Original Bid Quantity = 50 Tons

Unit Bid Price = \$82.00

Bid Total = \$4,100.00

Quantity Used (Update) = 10 Tons

Decrease (Update) 40 Tons

Decrease Cost (Update) = \$3,280.00

Reason for Decrease: The need for temporary asphalt was minimal for the duration of the project.

**Item 500 – Cleaning Existing Drainage System**

Original Bid Quantity = 1,620 LF

Unit Bid Price = \$2.50

Bid Total = \$4,050.00

Quantity Used (Update) = 326 LF

Decrease (Update) 1,294 LF

Decrease Cost (Update) = \$3,235.00

Reason for Decrease: The quantity for the existing drainage system to be cleaned and paid for separately under this item was over estimated.

**Item 502 – Temporary Sediment Filter Bags for Drainage Structures**

Original Bid Quantity = 4 EA

Unit Bid Price = \$110.00

Bid Total = \$440.00

Quantity Used (Update) = 0 EA

Decrease (Update) 4 EA

Decrease Cost (Update) = \$440.00

Reason for Decrease: Temporary Sediment Bags were not necessary during construction for the structures within the project scope.

**Item 503 – Silt Fence Temporary**

Original Bid Quantity = 120 LF

Unit Bid Price = \$10.00

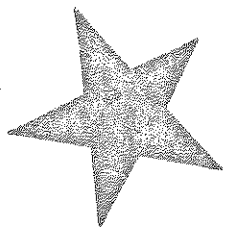
Bid Total = \$1,200.00

Quantity Used (Update) = 93 LF

Decrease (Update) 27 LF

Decrease Cost (Update) = \$270.00

Reason for Decrease: Less silt fence was required for the project than anticipated.



**Item 506-24 – Inline Check Valve – 24" Diameter**

Original Bid Quantity = 1 EA

Unit Bid Price = \$9,500.00

Bid Total = \$9,500.00

Quantity Used (Update) = 0 EA

Decrease (Update) 1 EA

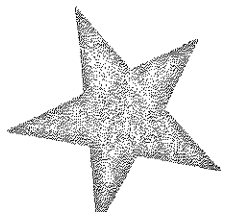
Decrease Cost (Update) = \$9,500.00

Reason for Decrease: This checkvalve was a contingent item that was determined unnecessary during construction.

**TOTAL DECREASE: (\$179,882.91)**

**SUMMARY:**

<b>TOTAL INCREASE:</b>	<b>\$28,450.46</b>
<b>TOTAL DECREASE:</b>	<b>-\$179,882.91</b>
<b>NET CHANGE:</b>	<b><u>-\$151,432.45</u></b>
<b>(DECREASE)</b>	

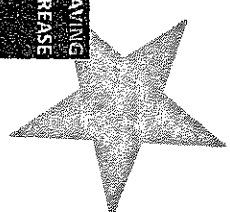


118-171-02 MASSABEQUA FLOOD DIVERSION PROJECT 2 SENECA PLACE (OUTFALL 109)  
TOWN OF OYSTER BAY  
150 MILLER PLACE  
SYOSSET, NY 11791

CONTRACTOR:

PIONEER LANDSCAPING & ASPHALT PAVING  
INCREASE/DECREASE

ITEM NO	ITEM DESCRIPTION	UNIT	CONTRACT QUANTITY	CONTRACT PRICE	CONTRACT TOTAL COST	INCREASE		DECREASE		FINAL	
						QUANTITY	COST	QUANTITY	COST	QUANTITY	COST
1X	CLEARING AND GRUBBING	LS	1	\$3,800.00	\$3,800.00					1.00	\$3,800.00
1M	MOBILIZATION	LS	1	\$21,000.00	\$21,000.00					1.00	\$21,000.00
2X	UNCLASSIFIED EXCAVATION	CV	160	\$99.75	\$15,960.00			-58.20	\$5,455.25	101.80	\$9,504.75
4A	CEMENT CONCRETE PAVEMENT AND GUTTER REMOVAL	CV	70	\$130.00	\$9,100.00			-40.60	\$5,278.00	29.40	\$3,822.00
4BX	CEMENT CONCRETE STRUCTURES REMOVAL	CV	30	\$153.00	\$4,590.00			-20.00	\$3,060.00	10.00	\$1,530.00
4C	CEMENT CONCRETE SAWCUT	LF	1,030	\$5.50	\$5,665.00	191.00	\$1,050.50			1,221.00	\$6,715.50
4D	BITUMINOUS CONCRETE SAWCUT	LF	855	\$4.00	\$3,420.00			-82.00	\$3,288.00	93.00	\$132.00
5BX	SELECT BORROW FILL	CV	245	\$61.00	\$14,945.00			-157.00	\$9,577.00	88.00	\$5,368.00
12BX-15X	FURNISH AND INSTALL 15" DIAMETER CLASS IV RCP	LF	15	\$212.00	\$3,180.00			-3.82	\$891.04	11.08	\$2,288.95
12BX-18X	FURNISH AND INSTALL 18" DIAMETER CLASS IV RCP	LF	70	\$167.00	\$11,690.00			-70.00	\$11,090.00		
12BX-24X	FURNISH AND INSTALL 24" DIAMETER CLASS IV RCP	LF	330	\$170.00	\$55,100.00			-36.00	\$6,120.00	294.00	\$49,980.00
13-13	CATCH BASIN TYPE "13"	VF	5	\$2,100.00	\$10,500.00			-0.08	\$55.00	4.97	\$10,447.00
13-B	CATCH BASIN TYPE "B"	VF	5	\$1,600.00	\$8,000.00			-2.16	\$3,456.00	2.84	\$4,544.00
15-3A	MANHOLES, TYPE 3 ALTERNATIVE, 4' DIAMETER	VF	15	\$1,450.00	\$21,750.00			-1.33	\$1,928.50	13.67	\$19,821.50
16	CHANGE ELEVATIONS OF MANHOLES AND CATCH BASINS	EA	7	\$550.00	\$3,850.00			-6.00	\$9,300.00	1.00	\$550.00
26X	CEMENT CONCRETE CURB	LF	720	\$47.00	\$33,840.00			-55.00	\$2,585.00	665.00	\$31,255.00
26B	REMOVE & REPLACE STONE BLOCK, BRICK OR SIMILAR MORTARED CURB	LF	40	\$47.00	\$1,880.00	27.00	\$1,269.00			67.00	\$3,149.00
27X	CEMENT CONCRETE SIDEWALKS AND RAMPS	SF	2,675	\$9.00	\$24,075.00			-38.00	\$340.00	2,617.00	\$23,735.00
27DW	DETECTABLE WARNING SURFACE	SF	30	\$28.00	\$840.00			-10.00	\$280.00	20.00	\$560.00
28X	REINFORCED CEMENT CONCRETE DRIVEWAY & DRIVEWAY APRONS	SF	1,175	\$13.00	\$15,275.00			-76.75	\$997.75	1,098.25	\$14,277.25
28AX	BITUMINOUS SIDEWALK, DRIVEWAY & DRIVEWAY APRONS	SY	90	\$89.00	\$8,010.00			-68.33	\$6,081.37	21.67	\$1,928.63
36-2A-1W	BITUMINOUS MACADAM PLANT MIX TYPE 2A WEARING COURSE	TONS	200	\$140.00	\$28,000.00	40.67	\$5,693.80			240.67	\$33,693.80
36-2A-1B	BITUMINOUS MACADAM PLANT MIX TYPE 2A BINDER COURSE	TONS	550	\$110.00	\$60,500.00			-310.60	\$34,166.00	239.40	\$26,334.00
57	REBUILDING CATCHBASINS	EA	1	\$3,000.00	\$3,000.00					1.00	\$3,000.00
60	CURB COCK AND WATER SERVICE BOX RELOCATION	EA	3	\$2,500.00	\$7,500.00			-3.00	\$7,500.00		
60A	CURB COCK AND WATER SERVICE BOX CHANGE OF GRADE	EA	5	\$730.00	\$3,650.00			-2.00	\$1,460.00	5.00	\$2,190.00
61X	CHANGE ELEVATIONS OF HOUSE SERVICE CONNECTIONS TO WATERMAIN	LF	80	\$100.00	\$8,000.00			-80.00	\$5,000.00		
615X	CHANGE ELEVATION OF SANITARY SEWER HOUSE SERVICE CONNECTION TO WATERMANS	LF	60	\$120.00	\$7,200.00			-60.00	\$7,200.00		





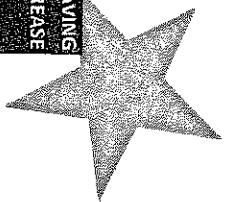
118-171-P2 - MASSAPEQUA FLEOD DIVERSION PROJECT 2 - SENECA PLACE (OUTFALL 109)  
TOWN OF OYSTER BAY  
150 MILLER PLACE  
SYOSSET, NY 11791

CONTRACTOR:

PIONEER LANDSCAPING & ASPHALT PAVING  
INCREASE/DECREASE

ITEM NO	ITEM DESCRIPTION	UNIT	CONTRACT QUANTITY	CONTRACT UNIT PRICE	CONTRACT TOTAL COST	INCREASE		DECREASE		FINAL	
						QUANTITY	COST	QUANTITY	COST	QUANTITY	COST
62X	REMOVAL AND REPLACEMENT OF EXISTING FENCE	LF	125	\$6.00	\$750.00			-11.00	\$666.00	14.00	\$84.00
74A	REPLACE AND CONSTRUCT LOOSE FLAGSTONE, BRICK OR SIMILAR STONE	SF	220	\$28.00	\$6,160.00	326.00	\$9,128.00			546.00	\$15,288.00
76X	TOPSOIL AND SEEDING	SY	465	\$21.00	\$9,765.00	209.00	\$4,389.00			674.00	\$14,154.00
77	MOVING HOUSE WATER METER PIT AND METER	EA	5	\$2,730.00	\$13,750.00			-5.00	\$13,750.00		
77A	WATER METERS, CHANGE OF GRADE	EA	5	\$1,100.00	\$5,500.00			-2.00	\$2,200.00	3.00	\$3,300.00
59X	MAINTENANCE AND PROTECTION OF TRAFFIC	LS	1	\$23,000.00	\$23,000.00					1.00	\$23,000.00
59X	WATERMAIN RELOCATION	LF	35	\$428.00	\$14,980.00			-35.00	\$14,980.00		
100X	ADJUST HYDRANT ASSEMBLY COMPLETE	EA	2	\$2,750.00	\$5,500.00			-2.00	\$5,500.00		
136X	SURVEY STAKE OUT	LS	1	\$13,000.00	\$13,000.00					1.00	\$13,000.00
3667	THERMOPLASTIC REFLECTORIZED PAVEMENT MARKINGS	LF	360	\$2.20	\$792.00			-360.00	\$792.00		
389G	METAL BEAM TYPE GUIDE RAILING	LF	35	\$110.00	\$3,850.00			-3.00	\$990.00	32.00	\$3,520.00
393X	TEST HOLES	EA	15	\$110.00	\$1,650.00			-8.00	\$880.00	7.00	\$770.00
394	TEMPORARY ASPHALT PAVEMENT	TONS	50	\$82.00	\$4,100.00			-40.00	\$3,280.00	10.00	\$820.00
398X	DENSE GRADED AGGREGATE BASE COURSE	CY	70	\$90.00	\$6,300.00	9.30	\$747.00			79.30	\$7,047.00
500	CLEANING EXISTING DRAINAGE SYSTEM	LF	1,620	\$2.20	\$3,564.00			-1,264.00	\$2,736.00	356.00	\$780.00
501	MILLING ASPHALT PAVEMENT	SY	855	\$14.00	\$12,110.00	440.94	\$6,173.16			1,305.94	\$18,283.16
502	TEMPORARY SEDIMENT FILTER BAGS FOR DRAINAGE STRUCTURES	EA	4	\$110.00	\$440.00			-4.00	\$440.00		
503	SILT FENCE - TEMPORARY	LF	120	\$10.00	\$1,200.00			-27.00	\$270.00	93.00	\$930.00
506-15	INLINE CHECK VALVE - 15" DIAMETER	EA	1	\$7,600.00	\$7,600.00					1.00	\$7,600.00
506-24	INLINE CHECK VALVE - 24" DIAMETER	EA	1	\$9,500.00	\$9,500.00			-1.00	\$9,500.00		
506-36	INLINE CHECK VALVE - 36" DIAMETER	EA	1	\$21,000.00	\$21,000.00					1.00	\$21,000.00
507A	PERMANENT FILTER BAGS FOR DRAINAGE STRUCTURES (TYPES 1, 2, 3 & 4)	EA	2	\$1,100.00	\$2,200.00					2.00	\$2,200.00
507B	PERMANENT FILTER BAGS FOR DRAINAGE STRUCTURES (TYPES A, B, C & D)	EA	2.00	\$1,100.00	\$2,200.00					2.00	\$2,200.00
516	CONCRETE PIPE COLLAR	EA	2	\$550.00	\$1,100.00					2.00	\$1,100.00
				Subtotal	\$566,257.00		\$28,450.46				

Increase Total \$28,450.46 Decrease Total -\$179,882.91  
Original Contract Value \$566,257.00  
Increase/Decrease Net -\$151,432.45 Under  
Final Contract Amount 414,824.55



Meeting of January 25, 2022

Resolution No. 22-2022

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated January 6, 2022, requested Town Board authorization to employ the services of the following companies to provide entertainment for GAP Program participants for the fees, dates and locations noted below, at a total cost of \$775.00, with funds available for payment in Account No. CYS A 7020 47660 000 0000:

Jeff Miller  
23 Willow Drive  
Coram, New York 11727  
Performance dates: Friday, February 11, 2022  
Location: North Massapequa Community Center  
Fee: \$350.00

RRM Services Inc.  
33 Dundee Court  
Mahwah, NJ 07430  
Performance date: Friday, March 18, 2022  
Location: North Massapequa Community Center  
Fee: \$425.00

WHEREAS, the Office of the Inspector General has reviewed the vendors' disclosure questionnaires, and 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 approved, and the Commissioner of Community and Youth Services is authorized to execute agreements, approved by the Town Attorney's Office, with the aforementioned companies to provide entertainment to GAP Program participants, for the aforementioned fees, dates and locations at a total cost of \$775.00; 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	Absent
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

Reviewed By  
Office of Town Attorney  
M/J

TOWN OF OYSTER BAY  
Inter-Departmental Memorandum

January 6, 2022

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


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The Department of Community & Youth Services requests Town Board authorization to employ the services of the performers listed on the attached sheet for the dates noted. They will be providing entertainment for GAP Program participants.

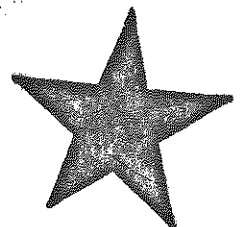
These Vendors have been vetted through the Exiger System and the Inspector General is satisfied that the requirements of the Town's Procurement Policy has been fulfilled.

The total cost of these services is \$775.00. 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.

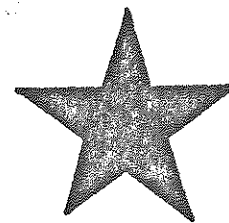
Therefore, it is respectfully requested that the Town Board authorize the Town to enter into an agreement as negotiated and approved by the Town Attorney's Office and further authorize the Supervisor and/or his designee or the Commissioner of Community and Youth Services to execute said agreement.

  
Maureen A. Fitzgerald  
Commissioner

MAF:jd  
Attachment



Name / Check Made Payable To	Address	Performance Date	Performance Location	Fee
Jeff Miller	23 Willow Drive Coram, NY 11727	Friday, 2/11/22	North Massapequa Community Center	\$350.00
RRM Services Inc.	33 Dundee Court Mahwah, NJ 07430	Friday, 3/18/22	North Massapequa Community Center	\$425.00



Meeting of January 25, 2022

Resolution No. 23-2022

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated January 6, 2022, requested Town Board authorization to employ the services of the following companies to provide entertainment for GAP Program participants for the fees, dates and locations noted below, at a total cost of \$300.00, to be paid by Friends of the Community Services Dept., Inc:

Timothy Aldridge  
38 Constable Lane  
Levittown, New York 11756  
Performance Date: Friday, February 11, 2022  
Location: Syosset-Woodbury Community Center  
Fee: \$300.00

WHEREAS, said Commissioner, in said memorandum, further requests authorization for the Commissioner of Community and Youth Services to execute agreements negotiated and approved by the Town Attorney's Office for this purpose; and

WHEREAS, the Office of the Inspector General has reviewed the vendors' disclosure questionnaire and 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, approved by the Town Attorney's Office, with the aforementioned companies to provide entertainment for GAP Program participants, for the aforementioned fees, dates and locations at a total cost of \$300.00 to be paid by Friends of the Community Services Dept., Inc.

-#-

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

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

Reviewed By  
Office of Town Attorney  
*Matthew J. P.*

TOWN OF OYSTER BAY  
Inter-Departmental Memorandum

January 6, 2022

TO: Memorandum Docket

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

SUBJECT: Services for GAP


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The Department of Community & Youth Services requests Town Board authorization to employ the services of Timothy Aldridge of 38 Constable Lane, Levittown, NY 11756 on Friday, February 11, 2022 at the Syosset-Woodbury Community Center. He will be providing entertainment for GAP Program participants.

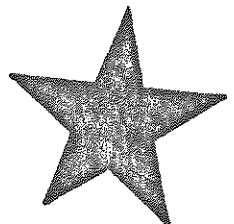
This Vendor has been vetted through the Exiger System and the Inspector General is satisfied that the requirements of the Town's Procurement Policy has been fulfilled.

The total cost of these services is \$300.00. This performance will be paid by Friends of the Community Services Dept., Inc.

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



Meeting of January 25, 2022

Resolution No. 24-2022

WHEREAS, the Massapequa Chamber of Commerce has requested to donate a sign to be installed at Field of Dreams in Massapequa on the east corner near County Line Road and Old Sunrise Highway; and

WHEREAS, the value of the sign to be donated shall not exceed \$1,750.00; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated January 10, 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 valued at approximately \$1,325.00 from the Massapequa Chamber of Commerce for a sign to be installed at Field of Dreams in Massapequa on the east corner near County Line Road and Old Sunrise Highway, and that said donation be deposited into Account No. PKS A 0001 02705 000 0000.

-#-

Reviewed By  
Office of Town Attorney  
*America Wolfe*

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

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

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

TO: MEMORANDUM DOCKET

FROM: JOSEPH G. PINTO, COMMISSIONER OF PARKS

DATE: JANUARY 10, 2022

SUBJECT: MASSAPEQUA CHAMBER OF COMMERCE SIGN DONATION

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The Department of Parks respectfully requests Town Board approval to accept a donation of a sign from the Massapequa Chamber of Commerce (501c3) at a value not to exceed \$1,750.00 (attached).

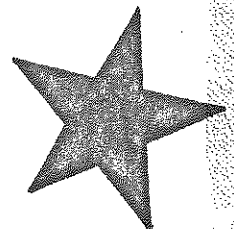
The sign shall be installed at Field of Dreams in Massapequa on the east corner near County Line Road and Old Sunrise Highway. The location at Field of Dreams and the installation of the sign shall be pre-approved by the Commissioner of the Parks Department or his designee to be installed no later than May 1, 2022.

Upon acceptance of the sign, account PKS A 0001 02705 000 0000 shall be credited.

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

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

JGP/km  
Att.







# The Chamber of Commerce of the Massapequas, Inc.

675 Broadway, Massapequa, NY 11758-2318

Phone: (516) 541-1443 / E-mail: [masscoc@aol.com](mailto:masscoc@aol.com) / Website: [www.massapequachamber.org](http://www.massapequachamber.org)

## Officers 2020-2021

### President

**Keith Wilson**  
Exit Realty Dreams

### First Vice President

**Robert Zabbia**  
AllState/Zabbia Agency

### Second Vice President

**Karen Gawrych**  
Mary Kay Representative

### Third Vice President

**Robin Hepworth**  
Robin Joy Photography

### Acting Treasurer

**Gary Slavin \***  
MassMutual

### Recording Secretary

**Linda Rowse**  
First National Bank of LI

### General Counsel

**Michael Venditto, Esq.**

### Board of Directors

**Robert R. Barrett \***  
Nappa Realty

**Jamie Bogenschutz \***  
YES Comm Counsel Ctr

**Phyllis Doria \***

Avon-Ind. Sales Rep

**Lucrezia Falacara**  
Apple Bank

**Carol Leff**

Law Firm of Richard A. Leff

**Patricia Orzano \***  
P.R.O. Consultants

**Stephen Parmiter**  
Morgan Stanley

**Salvatore Polito**  
Exit Realty Dreams

**Isabelle Rapacciuolo**  
The Tiny Artist Studio

**Howard Ritzer**  
South Bay's Neighbor

**Tim Ryan**  
Transfiguration Project

**Anthony C. Ventiera \***  
Tony V. Productions

Nov 30<sup>th</sup>, 2021

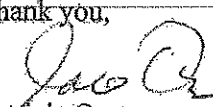
Supervisor Joseph Saladino  
Town of Oyster Bay  
54 Audrey Ave  
Oyster Bay, NY 11771

Dear Supervisor Saladino;

The Massapequa Chamber received a grant from PSEG which we will use to purchase another "Welcome to Massapequa Sign". We would like to have it installed at the entrance to The Field Of Dreams (County Line Road & Old Sunrise Highway). The value of the sign is \$1727.

We do have a deadline of approximately May 1, 2022. Your cooperation is greatly appreciated. Please contact me with any questions.

Thank you,

  
Patricia Orzano,  
Past President  
Board of Director

## Honorary Members

**Joseph Saladino**  
Supervisor, T.O.B.

**Lucille Iconis**  
Superintendent of Schools  
Massapequa

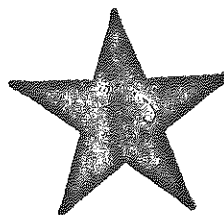
**Dr. Edward Salina**  
Superintendent of Schools  
Plainfield

**Chaplains**  
**Fr Anthony Heinelein**  
Diocese of Rockville Centre

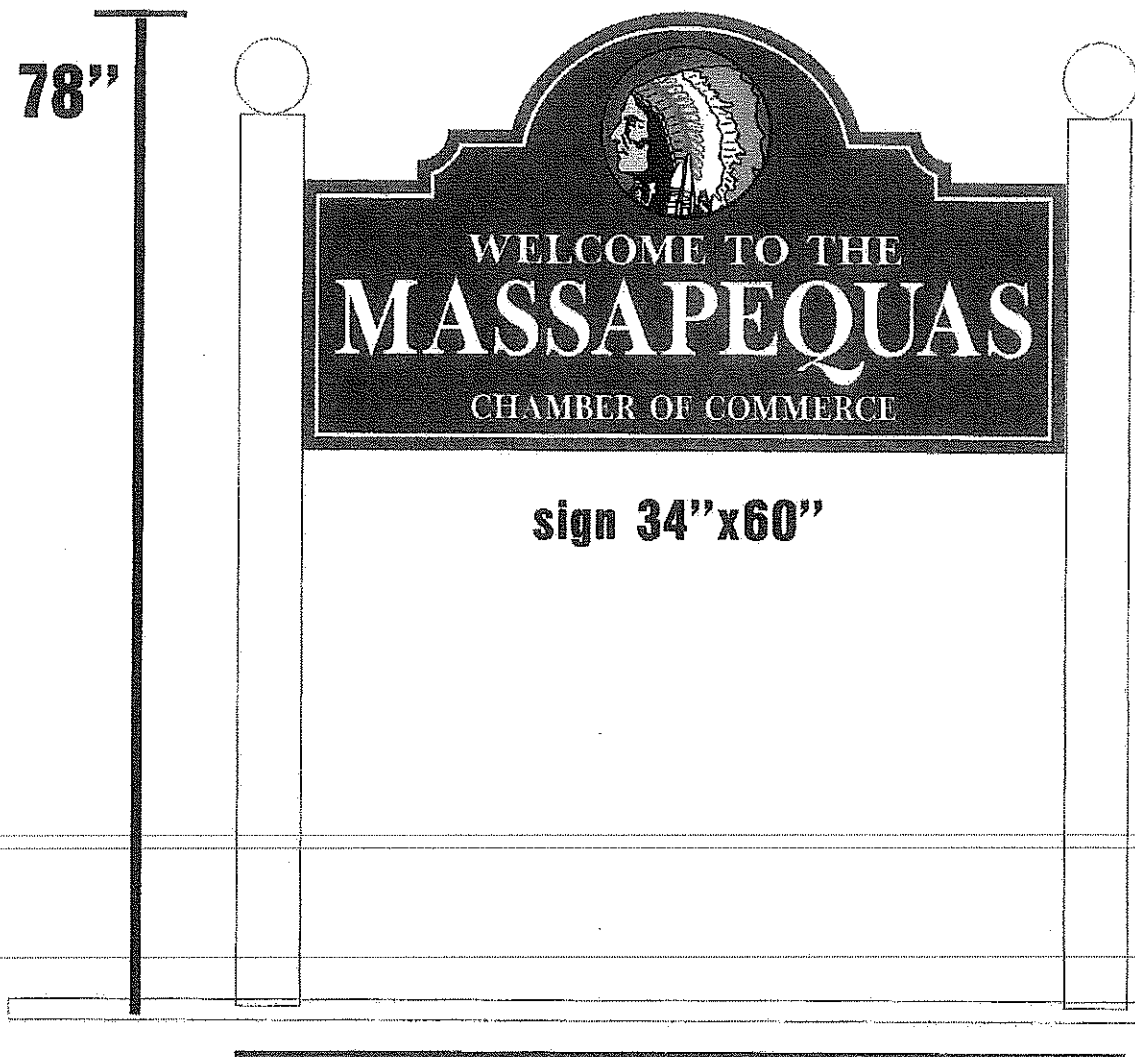
**Pastor Chris Merz**  
CenterPoint Church

## Office Staff

**Shelley Siemsen**  
Office Manager



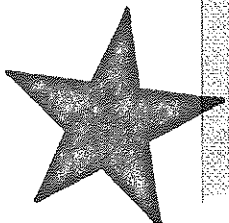
approx 78"



WELCOME TO THE  
**MASSAPEQUAS**  
CHAMBER OF COMMERCE

sign 34"x60"

70"



WHEREAS, by Resolution No. 831-2019, adopted on December 10, 2019, the Town Board authorized the Supervisor and/or his designee to enter into an agreement with Gail Paraninfo, for the delivery of One-Stop Operator Services to the Department of Intergovernmental Affairs under the Workforce Innovation and Opportunity Act ("WIOA"), for the period of January 1, 2020 through December 31, 2021, with the option for three (3) one (1) year extension options based on performance and availability of funds; and

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated January 10, 2022, requested Town Board authorization for the Supervisor and/or his designee, to exercise the first of the three (3) one (1) year extensions, nunc pro tunc, for the period of January 1, 2022 through December 31, 2022, in the amount of \$15,000.00, based upon successful program performance, and the availability of funds; and

WHEREAS, this is an eligible Workforce Innovation and Opportunity Act expense and therefore is at no cost to the Town,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Supervisor and/or his designee is hereby authorized and directed to exercise the first of the three (3) one (1) year extensions of the Town's Contract with Gail Paraninfo, nunc pro tunc, for the period of January 1, 2022 through December 31, 2022, based upon successful program performance and the availability of funds; and be it further

RESOLVED, That the Town Comptroller is hereby authorized and directed to make payment for same, in the total amount of \$15,000.00, upon the submission of duly certified claims therefore, after audit, and be it further

RESOLVED, That funds for said payment are to be drawn from Account No. IGA CD 6293 48080 000 CW21.

-#-

The foregoing 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

Reviewed By  
Office of Town Attorney

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

**TO:** MEMORANDUM DOCKET

**FROM:** FRANK V. SAMMARTANO, COMMISSIONER  
INTERGOVERNMENTAL AFFAIRS

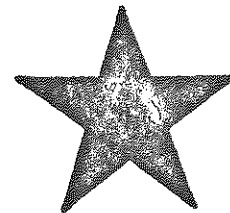
**DATE:** JANUARY 10, 2022

**SUBJECT:** WORKFORCE INNOVATION AND OPPORTUNITY ACT  
GAIL PARANINFO ONE-STOP OPERATOR CONTRACT

Resolution No. 831-2019 dated December 10, 2019 (attached) authorized the Supervisor to enter into an agreement with Gail Paraninfo for the period January 1, 2020 through December 31, 2021. In accordance with said agreement, authorization was given to the Commissioner of the Department of Intergovernmental Affairs or said Commissioner's designee to negotiate with Gail Paraninfo a maximum of three (3) one (1) year extensions of this contract for a period of not more than one year, based on performance and funding availability.

The Department is respectfully requesting that the Town Board authorize the Town to enter into an extension and modification of the agreement with Gail Paraninfo for the period January 1, 2022 through December 31, 2022. Services will be funded by the Workforce Innovation and Opportunity Act at no cost to the Town of Oyster Bay and further authorize the Supervisor and/or his designee to execute said agreement. Funds for this purpose are available in account IGA CD 6293 48080 000 CW21.

  
Frank V. Sammartano, Commissioner  
Intergovernmental Affairs



EXTENSION AND MODIFICATION TO  
PROFESSIONAL SERVICES CONTRACT

THE TOWN OF OYSTER BAY, by and through its Department of Intergovernmental Affairs' Division of Employment and Training, having its principal office at Town Hall South, 977 Hicksville Road, Massapequa, New York 11758 (hereinafter referred to as "DET"), and Gail Paraninfo, having her principal office at 2440 Natta Boulevard, Bellmore, New York 11710 (hereinafter referred to as "Contractor").

WHEREAS, both parties wish to extend and modify the contractual agreement dated January 1, 2020 pursuant to page 7, Section 11 "Miscellaneous", paragraph (a) which requires the mutual agreement of both parties to any amendment or modification in written form.

THEREBY, pursuant to Resolution No. 831-2019, an option is available for a one (1) year extension of this agreement based on satisfactory performance and availability of Workforce Innovation and Opportunity Act funds.

HENCE, the parties hereby consent to the following terms. The duration of the contract will be extended for a one (1) year period of January 1, 2022 to December 31, 2022. The total amount of the contract for this period will be equal to no more than \$15,000.00. Appendix 1 is attached hereto and made part of this agreement, extending and modifying the original agreement.

IN WITNESS WHEREOF, the parties have executed an extension and modification to this agreement, effective January 1, 2022.

TOWN OF OYSTER BAY

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

GAIL PARANINFO

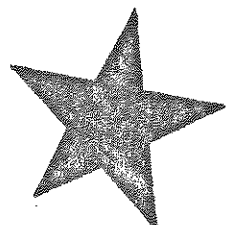
By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Reviewed By  
Office of Town Attorney

  
E. Faughnan



WHEREAS, pursuant to public notice, proposals were duly solicited and regularly received by the Department of Intergovernmental Affairs ("IGA"), for the delivery of One-Stop Operator Services for the period of January 1, 2020 through December 31, 2021, with the option for three (3) one (1) year extensions based on performance and availability of funds; and

WHEREAS, one response was received for the request for proposals, which proposal was rated in accordance with the review criteria established by the Town of Oyster Bay and Workforce Innovation and Opportunity Act ("WIOA") guidelines. The proposal from Gail Paraninfo achieved an above average score and Gail Paraninfo was determined to have the expertise and level of experience required to carry out the anticipated scope of services; and

WHEREAS, following a review of the information submitted by IGA concerning its efforts to obtain the required amount of proposals, the Office of the Town Attorney, by memorandum dated November 26, 2019, advised IGA that it had complied with the provisions of the Town's Procurement Policy; and

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated December 2, 2019, recommended that Gail Paraninfo be awarded a contract beginning on January 1, 2020 through December 30, 2021, in the amount of \$30,000.00; and

WHEREAS, this is an eligible Workforce Innovation and Opportunity Act expense and therefore is at no cost to the Town; and

WHEREAS, Commissioner Sammartano, by said memorandum, recommended that the proposal as hereinabove set forth be accepted and that the Town Board authorize the Supervisor and/or his designee to execute said agreement,

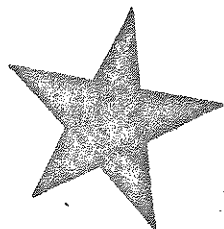
NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are hereby accepted and approved, and the Supervisor and/or his designee is hereby authorized to enter into an agreement with Gail Paraninfo for the delivery of One Stop Operator Services to the Town of Oyster Bay beginning on January 1, 2020 through December 31, 2021, in an amount not to exceed \$30,000.00, in accordance with the provisions thereunder; and be it further

RESOLVED, that the Comptroller is hereby authorized and directed to make payment for same, in an amount not to exceed \$30,000.00, upon presentation of a duly certified claim, after audit, with the funds for said payment to be drawn from Account No. IGA CD 6293 48080 000 CW16.

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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
Councilman Muscarella	Aye
Councilman Macagnone	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye



REVIEWED BY  
Office of Town Attorney  
*[Signature]*

Meeting of January 25, 2022

Resolution No. 26-2022

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated January 4, 2022, requested that the Town Board authorize the Town Clerk to publish a Public Notice regarding the Forty-Eighth Community Development Program Year 2022-2023 in the Nassau County edition of Newsday, no later than February 10, 2022, to announce that a public hearing will be held on February 22, 2022, at 10:00 a.m., prevailing time, at Town Hall South, 977 Hicksville Road, Massapequa, New York 11758, to provide for public participation in the programming of Community Development funding,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the publication of the aforesaid Public Notice in Newsday by the Town Clerk no later than February 10, 2022, is hereby approved, and the Town Comptroller is hereby authorized and directed to make payment for same upon presentation of a duly certified claim after audit; and be it further

RESOLVED, That the funds for said payment are to be drawn from Account No. IGA CD 8686 44100 000 CD 21.

-#-

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

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

TO: Memorandum Docket

FROM: Frank V. Sammartano, Commissioner  
Intergovernmental Affairs

DATE: January 4, 2022

SUBJECT: Community Development  
Notice for Public Hearing  
48th Program Year 2022-2023

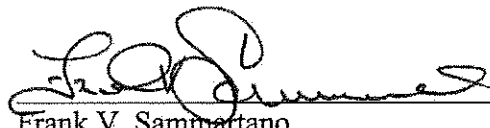
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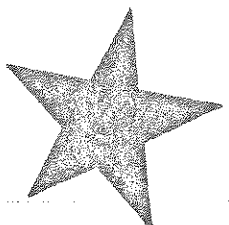
To announce the Town's Community Development Forty Eighth Program Year and provide for public participation in the programming of Community Development funding, a public hearing must be held.

This notice is required to be in an English language paper of general town wide circulation. In this regard, it is recommended that Newsday be utilized to announce that the public hearing will be held on February 22, at 10:00 am at Town Hall South. The public notice has been forwarded to the Town Attorney's Office for review and is attached. The public notice will be forwarded to the Town Clerk for publication in the Nassau edition of Newsday no later than, February 10, 2022.

It is therefore, respectfully requested that the Town Board authorize said publication in Newsday no later than February 10, 2022. Funds for this purpose are available within account number IGA CD 8686 44100 000 CD 21.

Thank you for your attention to this matter.

  
\_\_\_\_\_  
Frank V. Sammartano  
Commissioner





LEGAL NOTICE  
COMMUNITY DEVELOPMENT  
TOWN OF OYSTER BAY

The Town of Oyster Bay as a member of the Nassau County Community Development Consortium is anticipating an allocation of funding for its 2022-2023 Community Development Program Year. The Town anticipates submitting its recommended Community Development Program application to Nassau County on March 15, 2022. Two public hearings will be held for public input and review.

Hearing Dates

The first public hearing will be held on February 22, 2022 at 10 AM at Town Hall South, 977 Hicksville Road Massapequa, NY. The hearing will explain program guidelines, review past activities and offer an opportunity for proposals from the public.

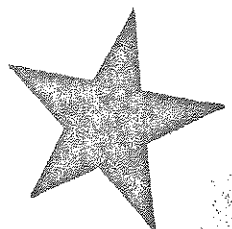
The second public hearing will be held by Nassau County. The date, time and location will be announced by Nassau County at a future date.

The purpose of this hearing is to allow the public to comment on the Town's statement of proposed activities. The Town of Oyster Bay's Community Development Office will be available to provide assistance and answer questions from February 22 to March 11, 2022.

Utilization of Community Development funds must primarily benefit low/moderate income persons in the Town or provide for the removal of blight. To accomplish this, a wide range of eligible activities are established by the federal government, including: Public Facilities and Improvement (which include Removal of Architectural Barriers); Residential Rehabilitation, Public Housing Rehabilitation, Commercial Rehabilitation; Downtown Revitalization; Historic Preservation; Economic Development; Provision of Public Services by Non-Profit Organizations; Planning and Administration.

Specific ineligible activities include: General Improvements of government buildings (with the exception of removal of architectural barriers) schools, stadiums, cultural and art centers; Purchase of equipment and furnishings other than those eligible in OMB 87 - A; income payments and industrial park development.

Prior year Community Development Activities are comprised of following components: Residential Rehabilitation, Public Housing Rehabilitation, Public



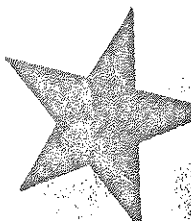
Facilities and Improvement within eligible census tracts and block groups (except in the case of the Removal of Architectural Barriers), and Funding for not-for-profit agencies on a Town wide basis.

For Further Information

Questions regarding the Town's Community Development Program may be answered at any time by contacting the Town's Department of Intergovernmental Affairs, Division of Community Development at 516 624-6182.

**BY ORDER OF THE TOWN BOARD OF OYSTER BAY, JOSEPH S. SALADINO, SUPERVISOR, Richard La Marca., TOWN CLERK.**

**DATED:** \_\_\_\_\_



Meeting of January 25, 2022

Resolution No. 27-2022

Reviewed By  
Office of Town Attorney  
*America Wolfe*

WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memorandum dated January 4, 2022, recommended that the Town Board authorize payment of a refund in the amount of \$585.00 to Eva Campo, 45 Candy Lane, Syosset, New York 11791, for the fee paid for the issuance of Building Permit Number R21005374, dated November 5, 2021, for fencing to be installed at 45 Candy Lane, Syosset, New York 11791, which was subsequently voided as it was a duplicate of Building Permit Number R21003534, dated July 27, 2021 for a pavilion, fencing and an air conditioning unit also to be installed at 45 Candy Lane, Syosset, New York 11791,

NOW, THEREFORE, BE IT RESOLVED, that the recommendation as hereinabove set forth is accepted, and the Town Board authorizes payment of a refund for Building Permit Number R21003534, dated November 5, 2021, which was duplicative of a subsequently issued permit, in the amount of \$585.00 to Eva Campo, 45 Candy Lane, Syosset, New York 11791, and payment of said refund is to be made upon presentation of a duly certified claim, after audit by the Office of the Comptroller; and be it further

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

-#-

The foregoing 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

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

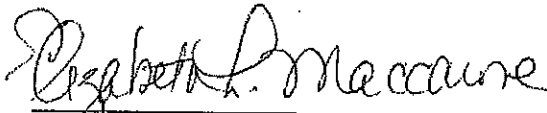
January 4, 2022

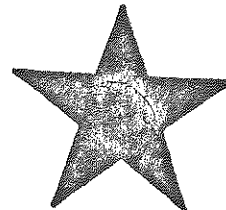
**TO:** MEMORANDUM DOCKET  
**FROM:** OFFICE OF THE COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
**SUBJECT:** RESIDENT REFUND – EVA CAMPO

---

Pursuant to the Code of the Town of Oyster Bay, this Department issued Building Permit Number R21003534, dated July 27, 2021, for a pavilion, fencing and an air conditioning unit to be installed at 45 Candy Lane, Syosset, N.Y. 11791. Building Permit R21005374, dated November 5, 2021, was subsequently issued for the same fencing. Building Permit R21005374 is a duplicate Building Permit and has been voided.

Therefore, in light of the aforementioned facts, a five hundred eighty five (\$585.00) refund for the issuance of Building Permit Number R21005374 should be refunded to Eva Campo, 45 Candy Lane, Syosset, New York 11791 under account number PAD B 0001 02555 000 0000.

  
ELIZABETH L. MACCARONE  
COMMISSIONER



ELM:km

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
Department \_\_\_\_\_ Account \_\_\_\_\_

Eva Campo  
45 Candy Lane  
Syosset, NY 11791

December 6, 2021

Town of Oyster Bay  
74 Audrey Ave.  
Oyster Bay, NY 11771

To Whom It May Concern,

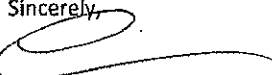
During a recent pool inspection to attempt to close my permit, the inspector told us that we needed to file a permit for the fencing. In a hurry to get it taken care of, we applied and received a fence permit. Our expeditor then noticed while reviewing our pool permit, that the fence was already included on that permit. So we already had permit for the fence and the inspector should not have required that we apply for one.

Our expeditor tried to stop the fence permit before it was issued but it had already been issued and we were instructed to request a refund for the new permit.

Please feel free to contact myself or the Expeditor, Heather Sanderson (516-359-0873) with any questions.

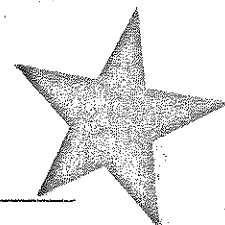
Thank you.

Sincerely,

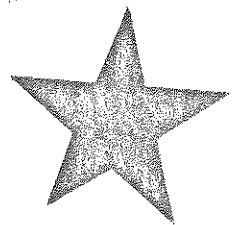


Eva Campo

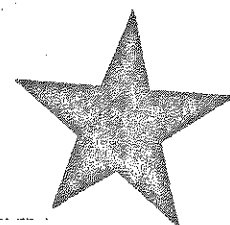
new fence permit R21005374  
Pool permit w/ fence R21003534



IMG\_1680.jpeg  
355K



<input type="radio"/> ENDORSE HERE PAY TO THE ORDER OF STERLING NATIONAL BANK FOR DEPOSIT ONLY TOWN OF OYSTER BAY		<input type="checkbox"/> CHECK USER AFTER KEY IN OF REMOTE DEPOSIT DATE _____
DO NOT WRITE STAMP OR SIGN BELOW THIS LINE FEDERAL RESERVE BOARD OF GOVERNORS, CHICAGO, ILL.		
51 11/10/2021 11:18:17 AM 221970443 STERLING NATIONAL BANK 481 MASSAPECQUA 11/10/2021 11:19:48 AM 11/10/2021 11:19:48 AM		





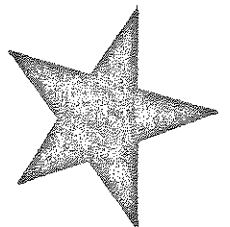
## TOWN OF OYSTER BAY

2 ITEMS OF 2

PERMIT RECEIPT

OPERATOR: sgerber  
COPY # : 1Sec:15 Twp:Oyster B Rng: Sub: Blk:113 Lot:14  
SBL .....: 15-113-14DATE ISSUED.....: 11/05/2021  
RECEIPT #.....: 03000009272  
REFERENCE ID # ....: 21110104Permit Num .....: R21005374  
SITE ADDRESS .....: 45 CANDY LN  
SUBDIVISION .....:  
CITY .....: SYOSSET  
IMPACT AREA .....:OWNER .....: EVA CAMPO  
ADDRESS .....: 45 CANDY LANE  
CITY/STATE/ZIP ....: SYOSSET, NY 11791RECEIVED FROM ....: EVA CAMPO  
CONTRACTOR .....: MAINTAIN LIC # MAINTAIN  
COMPANY .....: MAINTAIN  
ADDRESS .....:  
CITY/STATE/ZIP ....: ,  
TELEPHONE .....:

FEE ID	UNIT	QUANTITY	AMOUNT	PD-TO-DT	THIS REC	NEW BAL
B-BLDG FEE VALUATION		5,267.00	480.00	0.00	480.00	0.00
B-CC		1.00	105.00	0.00	105.00	0.00
TOTAL PERMIT :			585.00	0.00	585.00	0.00
METHOD OF PAYMENT		AMOUNT	REFERENCE NUMBER			
CHECK		585.00	1147			
TOTAL RECEIPT :		585.00				



# Building Permit

R21005374

Town of Oyster Bay  
Department of Planning and Development  
Phone 516-624-6200



74 Audrey Avenue  
Town Hall, Oyster Bay, NY 11771  
Fax 516-624-6240

Permit District	Section/Block/Lot	Zone	Application No.	ZBA Number	ZBA Date	Receipt No.
SYOSSET	15-113-14	R1-7	21110104			0300009272
Permittee	HEATHER SANDERSON 180 GLORIA BOULEVARD HAUPPAUGE NY 11788		Contractor			
Property Owner	EVA CAMPO 45 CANDY LANE SYOSSET, NY 11791		Plumber			
			Electrician			

Address of Actual Construction		Tenant
45 CANDY LN SYOSSET, NY 11791		
Permission Granted for the	MAINTENANCE OF	Estimated Cost of Construction \$5267

MAINTAIN 229 LINEAR FT. OF 6FT. IN HEIGHT P.V.C FENCE AS PER CODE.  
ALL WORK TO BE DONE AS SHOWN ON T.O.B APPROVED PLANS DATED 11/05/2021.  
ANY FENCE OVER 4FT. IN HEIGHT REQUIRES A PERMIT.  
ALL FENCING MUST BE LOCATED AND POSTED ON SUBJECT PROPERTY.  
FENCING OVER 4FT. IN HEIGHT NOT PERMITTED PAST LINE OF DWELLING INTO FRONT YARD.

This Permit has been issued specifically for the construction or maintenance of the improvement listed herein. The issuance of this Permit shall not be deemed to be an acknowledgement by the Town of Oyster Bay as to the legality of any other improvements to the subject premises. It is specifically understood that the issuance of a Certificate of Occupancy by the Town of Oyster Bay for the improvement listed herein shall be conditioned upon the issuance of a Building Permit and Certificate of Occupancy for any and all other improvements to the subject premises.

A certificate from an approved Electrical Inspection Co. is to be placed on file prior to issuance of a Certificate of Occupancy/Approval/Completion.

Located On	Side Of	Feet	Of	Post Office
W	CANDY LANE	90.00	S	SYOSSET
DESCRIPTION	FEE	PAID	BALANCE	
BLDG	480.00	480.00	0.00	
CC	105.00	105.00	0.00	
FEB TOTALS	585.00	585.00	0.00	
TOTAL PAID AFTER APPLICATION FEE APPLIED:				585.00

Occupancy of this new building or alteration prior to the issuance of a Certificate of Occupancy will be considered a violation of the Code of the Town of Oyster Bay. Prompt notification by the various contractors for inspection of their various parts of the work will avoid delay in the issuance of the Certificate of Occupancy. Permit and approved plans must be posted on the job site, visible to public inspection, until completion of the work and inspections.

Changes regardless of size from the original approved plans must be submitted to the Department of Planning and Development and approved before changes are made. Approved plans must be retained on the job site available to inspection at all times.

There are numerous inspection requirements that vary according to the type of structure built or maintained. Some but not all of the required inspections follow:

## BUILDING INSPECTIONS:

- \*Demolition inspections - Check with Building Division.
- \*Concrete Certifications.
- \*Soil Conditions - before footings and foundations are poured.
- \*Forms for footings, keyways and foundations including rebar.
- \*Waterproofing, membranes and insulating.
- \*Foundations and/or slabs.
- \*Framing - wood or steel before mechanicals.
- \*Framing after mechanicals and before insulating.
- \*Insulation inspection - before closing.
- \*Rough enclosed.
- \*Final inspection(s).

- \*Underground plumbing - before backfilling.
- \*Rough plumbing - before closed up and ready for test.
- \*Final inspection when all fixtures are set.
- \*Sewer connection - spur tie-ins.
- \*Sanitary systems, (Excavation/Construction).
- \*Installation or replacement of burners. (oil, gas, electric).
- \*All Tanks - In-ground or above. (Check with Building Division for required testing and in Testing and Inspections).
- \*Pressure tests are required for any natural or propane gas installation.
- \*Alteration or replacement.
- \*Hydrostatic pressure testing must be witnessed by a plumbing inspector.
- \*For all fire sprinkler systems.

## DRAINAGE, SITE WORK, & RETAINING WALLS:

Contact Planning and Development site engineer.

ALL PERMITS ISSUED IN CONJUNCTION WITH SITE PLAN REVIEW

Please be advised that a Certificate of Occupancy will not be issued for this project until all of the required landscaping has been installed and inspected, or a performance bond in the amount of \$\_\_\_\_\_ has been posted with the Town of Oyster Bay

Date Issued:	11/05/2021	Work Must Start By:
CO must be issued by 11/06/2022 or permit will expire unless renewed prior to expiration.		
Permittee's copy of approved plans must be available at the site for all inspections		
 Commissioner, Department of Planning and Development		



Town of Oyster Bay  
Department of Planning and Development  
Phone 516-624-6200



74 Audrey Avenue  
Town Hall, Oyster Bay, NY 11771  
Fax 516-624-6240

School District: Syosset Section/Block/Lot: 15-113-14 Zone: R1-7 Application No: 20100254 ZBA Number: 21-240 ZBA Date: 6/18/2021 Receipt No: 01000474961

Permittee	HEATHER SANDERSON 180 GLORIA BOULEVARD HAUPPAUGE NY 11788	Contractor	GAPPS POOLS DIV OF CLOUD 9 POOLS 1015 WEST JERICHO TURNPIKE SMITHTOWN, NY 11787 631-793-9567
Property Owner	EVA CAMPO 45 CANDY LANE SYOSSET, NY 11791	Plumber	
		Electrician	HASCO ELECTRIC CORP. 72 SUNSET RD. VALLEY STREAM NY 11580 (516) 659-3775

Address of Actual Construction

45 CANDY LN SYOSSET, NY 11791	Tenant
Permission Granted for the	CONSTRUCTION OF
Estimated Cost of Construction	\$33040

A (17' X 25') (425 S.F.) VINYL AND WOOD PRE-ENGINEERED PAVILION AT REAR OF DWELLING. MAINTAIN (227 L.F.) OF (6') HIGH PVC FENCE AND ONE (1) CENTRAL AIR UNIT AT S/S/O DWELLING, AS PER CODE AND PLANS PREPARED BY TIMOTHY ROYER, P.E. DATED 6/26/2020.

ALL WORK TO COMPLY WITH T.O.B. APPROVED PLAN DATED 6/24/2021.

ZONING REVIEW: MUST COMPLY WITH ZONING BOARD OF APPEALS DECISION 21-240 DATED 6/18/2021.  
THE BUILDING DIVISION REQUIRES AN ORIGINAL UPDATED SURVEY OF THE PROPERTY, STAMPED AND SEALED BY A LICENSED SURVEYOR.

This Permit has been issued specifically for the construction or maintenance of the improvement listed herein. The issuance of this Permit shall not be deemed to be an acknowledgment by the Town of Oyster Bay as to the legality of any other improvements to the subject premises. It is specifically understood that the issuance of a Certificate of Occupancy by the Town of Oyster Bay for the improvement listed herein shall be conditioned upon the issuance of a Building Permit and Certificate of Occupancy for any and all other improvements to the subject premises.

A certificate from an approved Electrical Inspection Co. is to be placed on file prior to issuance of a Certificate of Occupancy/Approval/Completion.

Located On	Side Of	Feet	Of	Post Office
W	CANDY LANE	90.00	S	SYOSSET
DESCRIPTION	FEE	PAID	BALANCE	
APP. FEE	100.00	100.00	0.00	
BLDG.	396.00	496.00	0.00	
CC	0.00	0.00	0.00	
CO	101.00	101.00	0.00	
MAINTAIN	930.00	930.00	0.00	
*** FEE TOTALS ***	1,627.00	1,627.00	0.00	
TOTAL PAID AFTER APPLICATION FEE APPLIED: \$1,427.00				
Occupancy of this new building or addition or alteration prior to the issuance of a Certificate of Occupancy will be considered a violation of the Code of the Town of Oyster Bay. Permit notification by the various contractors for completion of their various parts of the work will avoid delay in the issuance of the Certificate of Occupancy. Permit and approved plans must be posted on the job site, filed to public inspection, until completion of the work and inspections.				
Change (regardless of size) from the planned approval plans must be submitted to the Department of Planning and Development and approved before changes are made. Approved plans must be retained on the job and available to inspection at all times.				

There are numerous inspection requirements that vary according to the type of structure built or maintained. Some but not all of the required inspections follow:

BUILDING INSPECTIONS:

- \* Demolition inspections - Check with Building Division.
- \* Concrete Certifications.
- \* Soil Conditions - before footings and foundations are poured.
- \* Forms for footings, keyways and foundations including labels.
- \* Waterproofing, membranes and insulation.
- \* Foundations and/or slabs.
- \* Framing - wood or steel before mechanicals.
- \* Framing after mechanicals and before insulating.
- \* Insulation inspection - before closing.
- \* Rough enclosed.
- \* Final inspection(s).

PLUMBING INSPECTIONS

- \* Underground plumbing - before backfilling.
- \* Rough plumbing - before closed up and ready for test.
- \* Final inspection when all fixtures are set.
- \* Sewer connection - spot tie-in.
- \* Sanitary systems. (Excavation/Construction).
- \* Installation or replacement of burners. (oil, gas, electric).
- \* All tanks - in-ground or above. (Check with Building Division for required testing and in Testing and Inspections).
- \* Pressure tests are required for any natural or propane gas installation.
- \* Alteration or replacement.
- \* Hydrostatic pressure testing must be witnessed by a plumbing inspector for all fire sprinkler systems.

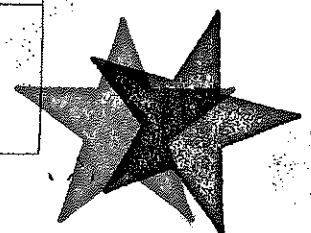
DRAINAGE, SITE WORK, & RETAINING WALLS:

Contact Planning and Development site engineer.

ALL PERMITS ISSUED IN CONJUNCTION WITH SITE PLAN REVIEW

Please be advised that a Certificate of Occupancy will not be issued for this project until all of the required landscaping has been installed and inspected, or a performance bond in the amount of \$\_\_\_\_\_ has been posted with the Town of Oyster Bay

Date Issued:	07/27/2021	Work Must Start By:	1/27/2022
CO must be issued by 07/28/2022 or permit will expire unless renewed prior to expiration.			
Permittee's copy of approved plans must be available at the site for all inspections			
 Commissioner, Department of Planning and Development			



Meeting of January 25, 2022

Resolution No. 28-2022

Reviewed By  
Office of Town Attorney  
*America Wolfe*

WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memorandum dated January 4, 2022, recommended that the Town Board authorize payment of a refund in the amount of \$1,776.00 to MP Construction.D.Inc., 6 Cammerer Avenue, East Rockaway, New York 11518, for the fee paid for the issuance of Building Permit Number R21000306, dated January 21, 2021, for interior alterations, an addition, a deck a landing and additional renovations at 39 Irving Drive, Woodbury, New York 11797, which was subsequently replaced and superseded by Building Permit R21004602, dated September 24, 2021, to construct a new one-family dwelling, and

NOW, THEREFORE, BE IT RESOLVED, that the recommendation as hereinabove set forth is accepted, and the Town Board authorizes payment of a refund for Building Permit Number R21000306, dated January 21, 2021, which was subsequently replaced and superseded, in the amount of \$1,776.00 to MP Construction.D.Inc., 6 Cammerer Avenue, East Rockaway, New York 11518, and payment of said refund is to be made upon presentation of a duly certified claim, after audit by the Office of the Comptroller; and be it further

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

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The foregoing 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

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

January 4, 2022

**TO:** MEMORANDUM DOCKET

**FROM:** OFFICE OF THE COMMISSIONER  
DEPARTMENT OF PLANNING AND DEVELOPMENT

**SUBJECT:** RESIDENT REFUND - MP CONSTRUCTION.D.INC.

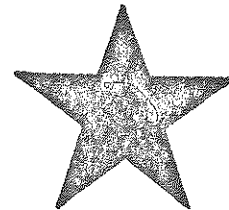
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Pursuant to the Code of the Town of Oyster Bay, this Department issued to MP Construction.D.Inc., Building Permit Number R21000306, dated January 21, 2021, for construction to be done at 39 Irving Drive, Woodbury, N.Y. 11797. Building Permit Number R20000306 was issued for interior alterations, an addition, a deck, a landing, and additional renovations as outlined in the attached documents. The scope of the work changed and a new application was subsequently submitted to construct a new one family dwelling on the existing foundation. Building Permit Number R21004602 was issued on September 24, 2021. This permit replaced and superseded Building Permit R21000306, which was voided.

Therefore, in light of the aforementioned facts, a one thousand, seven hundred, seventy six dollar (\$1,776.00) refund for the issuance of Building Permit Number R21000306 should be refunded to MP Construction.D.Inc., 6 Cammerer Avenue, East Rockaway, New York 11518 under account number PAD B 0001 02555 000 0000. Kindly note that this is minus the \$100.00 non-refundable application fee.

*Elizabeth L. MacCarone*

ELIZABETH L. MACCARONE  
COMMISSIONER



ELM:km

TAXPAYER IDENTIFICATION NUMBER  
FEDERAL ID # ☒ SOCIAL SECURITY # ☐

CLAIMANT'S NAME AP CONSTRUCTION D INC	CONTRACT # 20110126	ORDER #
CLAIMANT'S ADDRESS 39 IRVING DRIVE	CONTRACT NAME PERMIT + RECEIPT # 01000470079	
TOWN DEPARTMENT	CLAIMANT INVOICE #	RESO #

**FOLLOW INSTRUCTIONS ON REVERSE SIDE THEN RETURN CLAIM AND INVOICES TO DEPARTMENT RECEIVING MATERIALS OR SERVICES**

### DETAILED DESCRIPTION OF MATERIALS OR SERVICES

[illegible]

THE BELOW CERTIFICATION MUST BE PROPERLY FILLED OUT BY THE CLAIMANT

I HEREBY CERTIFY the above articles were sold and delivered and/or the above service rendered to the Town of Oyster Bay on the dates and for the prices or amounts billed; that the above bill is just, true and correct; that no part thereof has been paid except as stated therein and that the balance there stated in the amount of no part thereof has been paid except as stated therein and that the balance there in stated in the amount of

1776

is actually due and owing, and that taxes from which the Town of Oyster Bay is exempt are excluded therefrom.

CLAIMANT FURTHER CERTIFIES that the unit prices charged herein are not higher than those charged to any governmental or commercial consumer for like deliveries.

TOTAL AMOUNT	1,776
CASH DISCOUNT %	—
NET AMOUNT	1,776

Date 12/15/2021

Signature  Title

Print or type name CHARAN KULATHOBI

Title

Name of Company

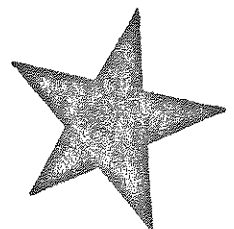
Vice PRESIDENT

MP CONSTRUCTION, INC.

I HEREBY APPROVE this claim form for the sum of \_\_\_\_\_ for the services, disbursements and materials herein indicated which were actually performed and were for the Town of Oyster Bay.

Signature	Title	Date
-----------	-------	------

Department	
	Account



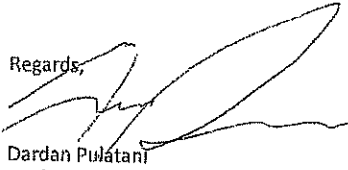
MP Construction.D.INC  
6 Cammerer Avenue  
East Rockaway, NY 11518-1906

Dear Town of Oyster Bay,

For house located at 39 Irving Drive, Woodbury NY 11797 Section: 14 Block: 38 Lot: 5, we are applying for refund of permit fee application #: 20110126 in the amount of \$1776. The fee was paid for reconstruction purposes in January 20, 2021. Since then the house in question has been deemed as new construction and new construction application #: 21080548 was issued and new construction permit fee of \$9656 paid in September 2021.

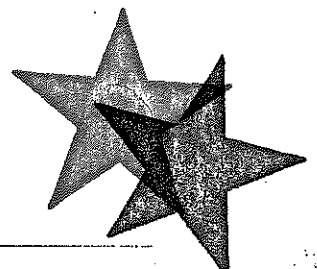
Please issue a refund for \$1776. Thank you.

Regards,

  
Dardan Pirlatani

Vice President - MP Construction.D.INC

Tax ID: 



Town of Oyster Bay  
Department of Planning and Development  
Phone 516-624-6200



74 Audrey Avenue  
Town Hall, Oyster Bay, NY 11771  
Fax 516-624-6240

School District	Section/Block/Lot	Zone	Application No.	ZBA Number	ZBA Date	Receipt No.
Syosset	14-38-5	R1-10	20110126			01000470079
Permittee	JOSEPH OLSEY 18 LINCOLN PL MASSAPEQUA NY 11758 ( )	Contractor	MP CONSTRUCTION D INC 6 CAMMERER AVENUE EAST ROCKAWAY, NY 11518 516-526-9813			
Property Owner	PARISA OSMANOVIC 39 IRVING DRIVE WOODBURY, NY 11797	Plumber	ALBANO CONTRACTING 343 CHAMBERS AVE EAST MEADOW NY 11554 516-369-0732			
		Electrician	NEOS ASSOCIATED INC 37-B BETHPAGE ROAD HICKSVILLE NY 11801 (616) 623-5878			

## Address of Actual Construction

39 IRVING DR WOODBURY, NY 11797	Tenant
Permission Granted for the	CONSTRUCTION OF
Estimated Cost of Construction	\$74751

INTERIOR ALTERATIONS TO EXISTING FIRST AND SECOND FLOOR, A (10.5' X 3.5') (OA) (79 S.F.) TWO (2) STORY FRONT ADDITION, SIX (6) SKYLIGHTS, A (2' X 4.25') (OA) (4 S.F.) ONE (1) STORY ADDITION TO EXTEND EXISTING WALK-OUT BAY WINDOW, ONE (1) (12") WIDE SLIDING GLASS DOOR, A (25' X 15') (OA) (375 S.F.) RAISED WOOD DECK WITH STAIRS TO GRADE, A (10.5' X 8') (OA) (84 S.F.) RAISED MASONRY FRONT LANDING AS PER PLANS PREPARED BY ARNOLD SETH MONTAG, R.A. DATED 8/8/2020.  
INSTALL TWO (2) AIR CONDENSERS AS PER CODE.  
INSTALL (14) PLUMBING FIXTURES; (1ST FL: 1-RELOCATED KS, 1-DW, 1-LAV, 1-WC, 1-SHWR) (2ND FL: 1-LAV, 1-BT, 1-WM, 1-SHWR, 1-WC), AS PER CODE. INSTALL TWO (2) GAS FIXTURES; (1ST FL: 1-RANGE) (2ND FL: 1-DRYER), AS PER CODE.  
ALL WORK TO COMPLY WITH T.O.B. APPROVED PLAN DATED 12/7/2020  
ZONING REVIEW: ONE FAMILY DWELLING ONLY

This Permit has been issued specifically for the construction or maintenance of the improvement listed herein. The issuance of this Permit shall not be deemed to be an acknowledgment by the Town of Oyster Bay or the legality of any other improvements to the subject premises. It is specifically understood that the issuance of a Certificate of Occupancy by the Town of Oyster Bay for the improvement listed herein shall be conditioned upon the issuance of a Building Permit and Certificate of Occupancy for any and all other improvements to the subject premises.

A Certificate from an approved Electrical Inspection Co. is to be placed on file prior to issuance of a Certificate of Occupancy/Approval/Completion.

Located On	Side Of	Feet	OF	Post Office
				WOODBURY
DESCRIPTION	FEES	PAID	BALANCE	
APP. FEES	1005.00	1005.00	0.00	
BLDG.	1381.00	1381.00	0.00	
CX	80.00	80.00	0.00	
GD	35.00	35.00	0.00	
GP	183.00	183.00	0.00	
PLUMBING	790.00	790.00	0.00	
<b>TOTAL FEES</b>	<b>1,976.00</b>	<b>1,976.00</b>	<b>0.00</b>	
<b>TOTAL PAID, AFTER APPLICATION FEE APPLIED: \$1,976.00</b>				

Occupancy of this new building or addition or alteration prior to the issuance of a Certificate of Occupancy will be considered a violation of the Code of the Town of Oyster Bay. Prompt notification by the various authorities for inspection of their various parts of the work will avoid delay in the issuance of the Certificate of Occupancy. Permit and approved plans must be posted on the job site, visible to public inspection, until completion of the work and inspections.

## INSPECTIONS

There are numerous inspection requirements that vary according to the type of structure built or maintained. Some but not all of the required inspections follow:

## BUILDING INSPECTIONS:

- \*Demolition inspections - Check with Building Division.
- \*Concrete Certifications.
- \*Soil Conditions - before footings and foundations are poured.
- \*Forms for footings, keyways and foundations including rebar.
- \*Waterproofing, membrane and insulating
- \*Foundations and/or slabs.
- \*Framing - wood or steel before mechanicals.
- \*Framing after mechanicals and before insulating.
- \*Insulation inspection - before closing.
- \*Rough enclosed.
- \*Final inspection(s).

## PLUMBING INSPECTIONS

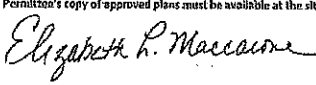
- \*Underground plumbing - before backfilling.
- \*Rough plumbing - before closed up and ready for test.
- \*Final inspection when all fixtures are set.
- \*Sewer connection - spur tie-in.
- \*Sanitary systems. (Excavation/Construction).
- \*Installation or replacement of burners. (oil, gas, electric).
- \*All Tanks - in-ground or above. (Check with Building Division for required testing and in Testing and Inspections).
- \*Pressure tests are required for any natural or propane gas installation, alteration or replacement.
- \*Hydrostatic pressure testing must be witnessed by a plumbing inspector.
- For all fire sprinkler systems.

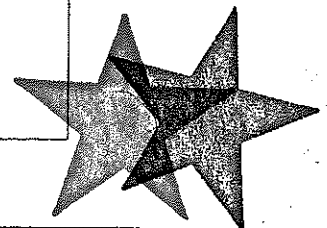
## DRAINAGE, SITE WORK, &amp; RETAINING WALLS:

Contact Planning and Development site engineer.

## ALL PERMITS ISSUED IN CONJUNCTION WITH SITE PLAN REVIEW

Please be advised that a Certificate of Occupancy will not be issued for this project until all of the required landscaping has been installed and inspected, or a performance bond in the amount of \$\_\_\_\_\_ has been posted with the Town of Oyster Bay

Date Issued:	01/21/2021	Work Must Start By:	07/21/2021
CO must be issued by 01/22/2022 or permit will expire unless renewed prior to expiration.			
Permittee's copy of approved plans must be available at the site for all inspections			
			
Commissioner, Department of Planning and Development			





2400

1600 250000 170000

Pay to the order of Town of Oyster Bay

01/20/21

1-2/210

one thousand seven hundred seventy six

\$ 1,776.00

**CHASE** 

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

for 2010/26

11-00 240011

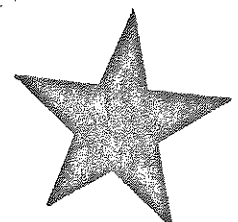
  
[REDACTED]

For Deposit Only -  
Town of Oyster Bay

CAPITAL ONE, NA

RICHMOND, VA 109 22

## Deposit



## TOWN OF OYSTER BAY

ITEM 8 OF 8

\$100 CREDIT RECEIPT

RECEIPT # : 01000470079

PRINT DATE : 12/22/2021

RECEIPT DATE : 01/21/2021

PRINT TIME : 15:20:55

OPERATOR : sgerber

COPY # : 1

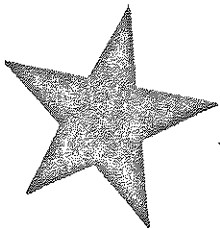
RECEIVED BY : SG

CASH DRAWER: 01

REC'D. FROM : MP CONSTRUCTION D. INC

CUSTOMER ID	ITEM	PAYMENT
1.000	\$100.00 \$100 CREDIT	-100.00
TOTAL		-100.00

METHOD OF PAYMENT	AMOUNT	REFERENCE NUMBER
CHECK	1,776.00	2400
TOTAL RECEIPT :	1,776.00	



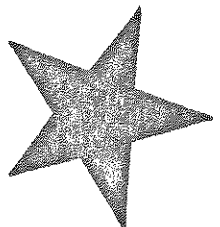
## TOWN OF OYSTER BAY

7 ITEMS OF 8

PERMIT RECEIPT

OPERATOR: sgerber  
COPY # : 1Sec:14 Twp:Oyster B Rng: Sub: Blk:38 Lot:5  
SBL .....: 14-38-5DATE ISSUED.....: 01/21/2021  
RECEIPT #.....: 01000470079  
REFERENCE ID # ....: 20110126Permit Num .....: R21000306  
SITE ADDRESS .....: 39 IRVING DR  
SUBDIVISION .....:  
CITY .....: WOODBURY  
IMPACT AREA .....:OWNER .....: PARISA OSMANOVIC  
ADDRESS .....: 39 IRVING DRIVE  
CITY/STATE/ZIP ....: WOODBURY, NY 11797RECEIVED FROM .....: MP CONSTRUCTION D. I  
CONTRACTOR .....: MILAZIM PULATANI D/B/A LIC # C13202  
COMPANY .....: MP CONSTRUCTION D INC  
ADDRESS .....: 6 CAMMERER AVENUE  
CITY/STATE/ZIP ....: EAST ROCKAWAY, NY 11518  
TELEPHONE .....: 516-526-9813

FEE ID	UNIT	QUANTITY	AMOUNT	PD-TO-DT	THIS REC	NEW BAL
B-A/C RES	PER UNIT	2.00	200.00	0.00	200.00	0.00
B-BLDG FEE	VALUATION	74,751.00	988.00	0.00	988.00	0.00
B-CA	FIXTURES	16.00	80.00	0.00	80.00	0.00
B-CC		1.00	35.00	0.00	35.00	0.00
B-CO	VALUATION	74,751.00	183.00	0.00	183.00	0.00
B-GAS		2.00	200.00	0.00	200.00	0.00
B-PLMB FEE	FIXTURES	14.00	190.00	0.00	190.00	0.00
TOTAL PERMIT :			1876.00	0.00	1876.00	0.00



## BUILDING PERMIT

K21004602

Town of Oyster Bay  
Department of Planning and Development  
Phone 516-624-6200



74 Audrey Avenue  
Town Hall, Oyster Bay, NY 11771  
Fax 516-624-6240

School District	Section/Block/Lot	Zone	Application No.	ZBA Number	ZBA Date	Receipt No.
Syosset	14-38-5	R1-10	21080548			01000476704
Permittee	PARISA OSMANOVIC 39 IRVING DRIVE WOODBURY NY 11797	Contractor	MP CONSTRUCTION D INC 6 CAMMERER AVENUE EAST ROCKAWAY, NY 11518 516-526-9813			
Property Owner	PARISA OSMANOVIC 39 IRVING DRIVE WOODBURY, NY 11797	Plumber	ALBANO CONTRACTING 343 CHAMBERS AVE EAST MEADOW NY 11554 516-369-0732			
		Electrician	NEOS ASSOCIATED INC 37-B BETHPAGE ROAD HICKSVILLE NY 11801 (846) 623-5878			

## Address of Actual Construction

39 IRVING DR WOODBURY, NY 11797	Tenant
Permission Granted for the	CONSTRUCTION OF
Estimated Cost of Construction	\$609083

A (50.08' X 37.58') (OA) (3,584 S.F.) TWO (2) STORY ONE (1) FAMILY DWELLING OF (TYPE-5B) CONSTRUCTION ON EXISTING FOUNDATION WITH A BUILT-IN ONE (1) CAR GARAGE, ONE (1) DIRECT VENT GAS FIREPLACE, ONE (1) (12') WIDE SLIDING GLASS DOOR, A (21' X 3') (OA) (63 S.F.) RAISED MASONRY LANDING WITH STAIRS TO GRADE, AS PER PLANS PREPARED BY ARNOLD SETH MONTAG, R.A. DATED 8/8/2020.  
INSTALL TWO (2) DRYWELLS AND ONE (1) RETENTION TANK, AS PER CODE.  
INSTALL TWO (2) AIR CONDENSERS, AS PER CODE. INSTALL (19) PLUMBING FIXTURES: (1ST FL: 1-KS, 1-DW, 1-LAV, 1-WC) (2ND FL: 5-LAV, 4-WC, 3-SHWR, 1-BT, 1-WM, 1-SLOP SK), AS PER CODE.  
INSTALL THREE (3) GAS FIXTURES: (1ST FL: 1-FP, 1-RANGE) (2ND FL: 1-DRYER), AS PER CODE.  
\*MUST COMPLY WITH T.O.B. SITE ENGINEERING DATED 7/2/2021.  
\*PRELIMINARY HERS RATING SUBMITTED. FINAL RESULTS MUST BE SUBMITTED PRIOR TO CO\*  
\*MUST COMPLY WITH NYS ENERGY STAR LABELED HOME PROGRAM AS PER T.O.B. LAW (93-27.1)  
ALL WORK TO COMPLY WITH T.O.B. APPROVED PLAN DATED 9/13/2021.  
ZONING REVIEW: ONE FAMILY DWELLING ONLY

This Permit has been issued specifically for the construction of the improvement listed hereon. The issuance of this Permit shall not be deemed to be an acknowledgment by the Town of Oyster Bay of the legality of any other improvements to the subject premises, nor shall it be understood that the issuance of a Certificate of Occupancy by the Town of Oyster Bay for the improvement listed hereon shall be conditioned upon the issuance of a Building Permit and Certificate of Occupancy for any and all other improvements to the subject premises.

A certificate from an approved Electrical Inspection Co. is to be placed on file prior to issuance of a Certificate of Occupancy/Approval/Completion.

Located On	Side of	Feet	Of	Post Office
				WOODBURY
DESCRIPTION	FEE	PAID	BALANCE	
APP. FEE	100.00	100.00	0.00	
BUILD	1,608.00	1,608.00	0.00	
CA	95.00	95.00	0.00	
CS	45.00	45.00	0.00	
CD	1,253.00	1,253.00	0.00	
DRYWELL	225.00	225.00	0.00	
PLUMBING	540.00	540.00	0.00	
<b>TOTAL FEE TOTALS</b>	<b>2,856.00</b>	<b>2,856.00</b>	<b>0.00</b>	
<b>TOTAL PAID AFTER APPLICATION FEE APPLIED: \$2,856.00</b>				
Occupancy of this new building or addition or alteration prior to the issuance of a Certificate of Occupancy will be considered a violation of the Code of the Town of Oyster Bay. Prompt notification by the various contractors for inspection of their various parts of the work will avoid delay in the issuance of the Certificate of Occupancy. Permit and approved plans must be posted on the job site, visible to public inspection, until completion of the work and inspections.				
Changes regarding site from the stamped approval plans must be submitted to the Department of Planning and Development and approved before changes are made. Approved plans must be retained on the job and available to inspection at all times.				

There are numerous inspection requirements that vary according to the type of structure built or maintained. Some but not all of the required inspections follow:

## BUILDING INSPECTIONS:

- \*Demolition inspections - Check with Building Division.
- \*Concrete Certifications.
- \*Soil Conditions - before footings and foundations are poured.
- \*Forms for footings, keyways and foundations including rebar.
- \*Waterproofing, membranes and insulating
- \*Foundations and/or slabs.
- \*Framing - wood or steel before mechanicals.
- \*Framing after mechanicals and before insulating.
- \*Insulation inspection - before closing.
- \*Rough enclosed.
- \*Final inspection(s).

## PLUMBING INSPECTIONS

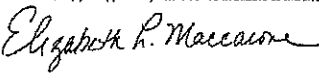
- \*Underground plumbing - before backfilling.
- \*Rough plumbing - before closed up and ready for test.
- \*Final inspection when all fixtures are set.
- \*Sewer connection - spur tie-in.
- \*Sanitary systems. (Excavation/Construction).
- \*Installation or replacement of burners, (oil, gas, electric).
- \*All Tanks - in-ground or above. (Check with Building Division for required testing and in Testing and Inspections).
- \*Pressure tests are required for any natural or propane gas installation.
- \*Alteration or replacement
- \*Hydrostatic pressure testing must be witnessed by a plumbing inspector
- For all fire sprinkler systems.

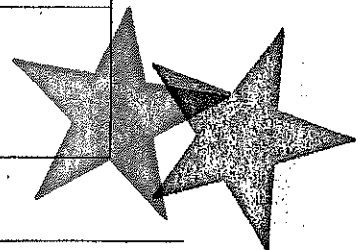
## DRAINAGE, SITE WORK, &amp; RETAINING WALLS:

Contact Planning and Development site engineer.

## ALL PERMITS ISSUED IN CONJUNCTION WITH SITE PLAN REVIEW

Please be advised that a Certificate of Occupancy will not be issued for this project until all of the required landscaping has been installed and inspected, or a performance bond in the amount of \$\_\_\_\_\_ has been posted with the Town of Oyster Bay.

Date Issued:	09/24/2021	Work Must Start By:	03/24/2022
CO must be issued by 09/25/2022 or permit will expire unless renewed prior to expiration.			
Permittee's copy of approved plans must be available at the site for all inspections			
			
Commissioner, Department of Planning and Development			



## TOWN OF OYSTER BAY

ITEM 9 OF 9

\$100 CREDIT RECEIPT

RECEIPT # : 01000476704

PRINT DATE : 12/28/2021

RECEIPT DATE : 09/24/2021

PRINT TIME : 15:29:00

OPERATOR : sgerber

COPY # : 1

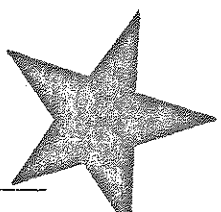
RECEIVED BY : SG

CASH DRAWER: 01

REC'D. FROM : PARISA&amp;VEDAD OSMANOVIC

CUSTOMER ID	ITEM	PAYMENT
1.000	\$100.00 \$100 CREDIT	-100.00
TOTAL		-100.00

METHOD OF PAYMENT	AMOUNT	REFERENCE NUMBER
CHECK	9,656.00	9811433969
TOTAL RECEIPT :	9,656.00	



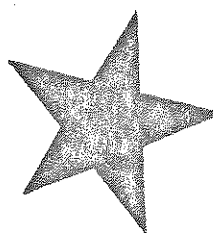
## TOWN OF OYSTER BAY

8 ITEMS OF 9

PERMIT RECEIPT

OPERATOR: sgerber  
COPY # : 1Sec:14 Twp:Oyster B Rng: Sub: Blk:38 Lot:5  
SBL ..... 14-38-5DATE ISSUED..... 09/24/2021  
RECEIPT #..... 01000476704  
REFERENCE ID # .... 21080548Permit Num ..... R21004602  
SITE ADDRESS ..... 39 IRVING DR  
SUBDIVISION .....  
CITY ..... WOODBURY  
IMPACT AREA .....OWNER ..... PARISA OSMANOVIC  
ADDRESS ..... 39 IRVING DRIVE  
CITY/STATE/ZIP .... WOODBURY, NY 11797RECEIVED FROM ..... PARISA&VEDAD OSMANOV  
CONTRACTOR ..... MILAZIM PULATANI D/B/A LIC # C13202  
COMPANY ..... MP CONSTRUCTION D INC  
ADDRESS ..... 6 CAMMERER AVENUE  
CITY/STATE/ZIP .... EAST ROCKAWAY, NY 11518  
TELEPHONE ..... 516-526-9813

FEE ID	UNIT	QUANTITY	AMOUNT	PD-TO-DT	THIS REC	NEW BAL
B-A/C RES	PER UNIT	2.00	200.00	0.00	200.00	0.00
B-BLDG FEE	VALUATION	609,083.00	7408.00	0.00	7408.00	0.00
B-CA	FIXTURES	22.00	95.00	0.00	95.00	0.00
B-CC		1.00	35.00	0.00	35.00	0.00
B-CO	VALUATION	609,083.00	1253.00	0.00	1253.00	0.00
B-DRYWELL	PER UNIT	3.00	225.00	0.00	225.00	0.00
B-GAS		3.00	300.00	0.00	300.00	0.00
B-PLMB FEE	FIXTURES	19.00	240.00	0.00	240.00	0.00
TOTAL PERMIT :			9756.00	0.00	9756.00	0.00



Meeting of January 25, 2022

Resolution No. 29-2022

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated January 10, 2021, and Christopher Prunty, P.E., Project Engineer, Lockwood, Kessler & Bartlett, Inc., by letter dated November 19, 2021, advised that it is necessary and essential to authorize Change Order No. 1, relative to Contract No. H18-171-P5, Flood Diversion Project 5, Philadelphia Ave. and Atlantic Ave., for a net increase in the amount of \$28,831.00; and

Reviewed By  
Office of Town Attorney

WHEREAS, Project Engineer Prunty, by the aforesaid letter, also advised that a final inspection has been made of the work performed under Contract No. H18-171-P5, and has certified that the Contractor, D.F. Stone Contracting Ltd, complied with all of the requirements of the Contract, and Commissioner Lenz, by the aforementioned memorandum, advised that Quantity Increases/Decreases during the pendency of the project resulted in a net decrease of \$244,317.70 in the amount of the contract as a result of a reduction in the materials used based upon field measurements of the completed work as well as contingency items that were not utilized during the construction; and

WHEREAS, as a result of Change Order No. 1 and the Quantity Increases/Decreases, there was an overall net decrease to the final contract amount by \$244,317.70, resulting in final construction costs in the amount of \$577,223.83,

NOW THEREFORE IT BE RESOLVED, That upon the recommendation as hereinabove set forth, Change Order No. 1 to Contract No. H18-171-P5 and the Quantity Increases/Decreases, as set forth hereinabove, are hereby approved, and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment to the contractor, in accordance with the applicable terms and provisions of this Contract, after the customary review of the engineer's certificate, upon presentation of a duly certified claim, after audit.

-#-

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

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

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

January 10, 2022

TO: MEMORANDUM DOCKET

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

SUBJECT: CHANGE ORDER NO. 1  
QUANTITY DECREASE  
MASSAPEQUA FLOOD DIVERSION AND CONTROL  
PROJECT #5 PHILADELPHIA AVENUE & ATLANTIC AVENUE  
MASSAPEQUA PARK, NEW YORK  
CONTRACT NO. H18-171-P5

---

Attached is a letter from Lockwood, Kessler & Bartlett, Inc., dated November 19, 2021, concerning Change Order No. 1 for a total increase in the amount of \$28,831.00.

The above-subject Change Order No. 1 is due to the additional cost for drainage outfall repairs in recharge basin #4, and the cleaning and repairs to drainage structures along Ocean Avenue.


The Contractor, D.F. Stone Contracting Ltd, has submitted his price quote for the proposed work and the consultant, Lockwood, Kessler & Bartlett, Inc., reviewed the contractor's price and finds the price of \$28,831.00 for additional work to be fair and reasonable.

Also attached is a letter with backup, from Lockwood, Kessler & Bartlett, Inc., dated November 19, 2021 concerning Quantity Increases/Decreases for the above subject project. The total of these items result a net decrease of \$273,148.70. The resulting overall decrease to the contract is attributed to a reduction of the items based on field measurements of the completed work as well as contingency items that were not utilized during construction.

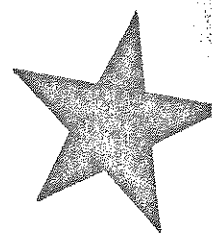
In summary, the described Change Order No. 1 results in a net increase of \$28,831.00 and item quantity increases and decreases result in a net decrease of \$273,148.70 for an overall net decrease to the final contract amount by \$244,317.70.

Final construction costs amount to \$577,223.83

We hereby concur with Lockwood, Kessler & Bartlett, Inc. that the described Change Order No. 1 and quantity increase/decrease be accepted as being completed and that payments be made to the contractor after the customary review of the engineer's certificate and claim by the Comptroller.

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

RWL/JCT/MR/DDM/ik  
cc: Steven C. Ballas, Comptroller  
H18-171-P5 DOCKET Quantity Dec-Inc CO1







One Aerial Way, Syosset, NY 11791  
Phone: 516.938.0600 Fax: 516.931.6344

November 19, 2021  
(LKB No. 2018-0029)

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

Attn: Mr. Daniel Midgette

**RE: MASSAPEQUA FLOOD DIVERSION CONTROL PROJECT 5  
PHILADELPHIA AVE. AND ATLANTIC AVE.  
H18-171-P5**

Enclosed please find the final acceptance for DF Stone for the above mentioned project.

Change order #1 for the project added two items of work to the project, cleaning/repairs to catch basins and repairs to the outfalls at Recharge Basin #4. This resulted in a net increase of \$28,831.00 to the project from original contract amount of \$821,541.53 to \$850,372.53.

The original contract had 46 items of work. There were 38 items with increases or decreases to the original contract quantities.

The following are explanations for the eight items that increased:

Item 2-Unclassified Excavation

Bid Quantity: 600CY @ \$55.00= \$33,000.00

Actual Quantity: 864.5 CY

Difference: +264.5CY = \$+14,547.50

The final quantity is based on the actual field measurement of the completed work. Additional excavation was required to remove thicker existing asphalt layer present in the center of the road over the sanitary sewer.

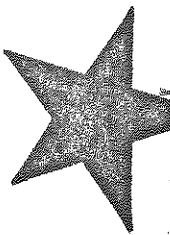
Item 27DW-Detectable Warning Surface

Bid Quantity: 40SF @ \$62.02= \$2,480.80

Actual Quantity: 62.66SF

Difference: +22.66SF = \$+1,405.37

The final quantity is based on the actual field measurement of the completed work to meet ADA requirements.



Item 27SS-MW\*\*-Removal And Replacement Of Masonry Walk

Bid Quantity: 20SF @ \$66.00= \$1,320.00

Actual Quantity: 26.96SF

Difference: +6.96 = \$+459.36

The final quantity is based on the actual field measurement of the completed work.

Item 28- Reinforced Cement Concrete Driveways & Aprons (7")

Bid Quantity: 1020SF @ \$12.23= \$12,474.60

Actual Quantity: 1,273.59SF

Difference: +253.59SF = \$+3,101.41

The final quantity is based on the actual field measurement of the completed work.

Item 36-2A-1W- Bituminous Macadam Plant Mix, Type 2A (NC 1A Top)

Bid Quantity: 325TON @ \$132.00= \$42,900.00

Actual Quantity: 328TON

Difference: +3TON = \$+396.00

The final quantity is based on the actual field measurement of the completed work.

Item 398- Dense Graded Aggregate Base Course

Bid Quantity: 400CY @ \$49.50= \$19,800.00

Actual Quantity: 568CY

Difference: +168CY = \$+8,316.00

The final quantity is based on the actual field measurement of the completed work. Additional aggregate was needed to backfill the excavated area where a thicker existing asphalt layer was present in the center of the road over the sanitary sewer.

Item 502- Furnish and Install 1-Inch I.D. P.V.C. Conduit

Bid Quantity: 165LF @ \$3.30= \$544.50

Actual Quantity: 175LF

Difference: +10LF = \$+33.00

The final quantity is based on the actual field measurement of the completed work.

Item 510\*\*- Remove And Replace Or Relocate Sprinkler System

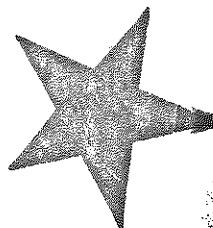
Bid Quantity: 100LF @ \$550.00= \$2,750.00

Actual Quantity: 200LF

Difference: +100LF = \$+2,750.00

The final quantity is based on the actual field measurement of the completed work.

Overrun Sub-Total = \$31,008.64



The following are explanations for the twenty-nine items that decreased.

Item 2S-Sump Excavation

Bid Quantity: 6800CY @ \$33.00= \$224,400.00

Actual Quantity: 3727CY

Difference: 3073CY = - \$101,409.00

The final quantity is based on the field conditions within the recharge basins including groundwater elevation. Quantity is from actual field measurement of the completed work.

Item 2U-Undercut

Bid Quantity: 200CY @ \$38.50= \$7,700.00

Actual Quantity: 0CY

Difference: -200CY = - \$7,700.00

This was a contingency item and was not used on the project.

Item 4D-1 Sawcut and Seal Bituminous Concrete Pavement

Bid Quantity: 200LF @ \$13.20= \$2,640.00

Actual Quantity: 179.65LF

Difference: -20.35LF = \$-268.62

The final quantity is based on the actual field measurement of the completed work.

Item 4E-1-Full Depth Sawcut of Concrete Sidewalk or Driveway

Bid Quantity: 65LF @ \$11.00= \$715.00

Actual Quantity: 20.58LF

Difference: -44.42LF = \$-488.62

The final quantity is based on the actual field measurement of the completed work.

Item 5S\*\* Select Borrow Fill

Bid Quantity: 100CY @ \$33.00= \$3,300.00

Actual Quantity: 0CY

Difference: -100CY = \$-3,300.00

This was a contingency item and was not used on the project.

Item 5T\*\*-Trench Borrow Fill

Quantity: 100CY @ \$33.00= \$3,300.00

Actual Quantity: 0CY

Difference: -100SY = \$-3,300.00

This was a contingency item and was not used on the project.

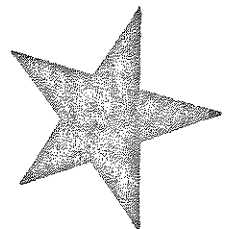
Item 7-Fine Grading

Bid Quantity: 3550SF @ \$1.43= \$5,076.50

Actual Quantity: 5,074.77SF

Difference: -1.21SF = \$-1.73

The final quantity is based on the actual field measurement of the completed work.



Item 10A- Trench Sheet piling (Temporary)

Bid Quantity: 1,500SF @ \$11.00= \$16,500.00

Actual Quantity: 988EA

Difference: -512.00 = \$-5,632.00

The final quantity is based on the actual field measurement of the completed work.

Item 12B-16DIP- Ductile Iron Pipe

Bid Quantity: 160LF @ \$105.60= \$16,896.00

Actual Quantity: 147.5LF

Difference: -12.50LF = \$-1,320.00

The final quantity is based on the actual field measurement of the completed work.

Item 26CG- Integral Concrete Curb and Gutter

Bid Quantity: 1900LF @ \$36.31= \$68,989.00

Actual Quantity: 1557.92LF

Difference: -342.08LF= \$-12,420.92

The final quantity is based on the actual field measurement of the completed work.

Item 27-Concrete Sidewalks and Ramps (5"Thick)

Bid Quantity: 6450SF @ \$9.58= \$67,791.00

Actual Quantity: 2787.5SF

Difference: -3,662.5SF = \$-35,086.75

The final quantity is based on the actual field measurement of the completed work.

Item 28A- Bituminous Driveway and Driveway Aprons

Bid Quantity: 20SY @ \$66.00= \$1,320.00

Actual Quantity: 16.33SY

Difference: -3.67SY = \$-242.22

The final quantity is based on the actual field measurement of the completed work.

Item 28-SS-MD- Rem. & Repl. Stone/Brick DWY & DWY Aprons

Bid Quantity: 55SF @ \$77.00= \$4,325.00

Actual Quantity: 7.37SF

Difference: -47.63SF = \$-3,667.51

The final quantity is based on the actual field measurement of the completed work.

Item 57-XX- Retrofit Exist. Curb Inlet Catch Basins with Surf/Curb Inlet

Bid Quantity: 15EA @ \$2,530.00= \$37,950.00

Actual Quantity: 0EA

Difference: -15EA= \$-37,950.00

This item of work was removed and replaced with the cleaning and repairs of the drainage structures.

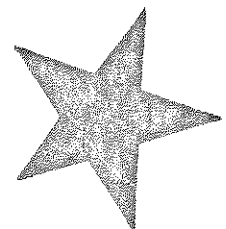
Item 66- Removal And Re-erection Of Chain Link Wire Fence

Bid Quantity: 125LF @ \$77.00= \$9,625.00

Actual Quantity: 85LF

Difference: -40LF = \$-3,080.00

The final quantity is based on the actual field measurement of the completed work.



Item 76- Topsoil And Seeding

Bid Quantity: 5000SY @ \$8.25= \$41,250.00

Actual Quantity: 2000SY

Difference: -3000SY = \$-24,750.00

The final quantity is based on the actual field measurement of the completed work.

Item 115- Butt Joints

Bid Quantity: 175LF @ \$2.20= \$385.00

Actual Quantity: 0LF

Difference: 175LF = \$-385.00

This item was not used as the paving limits were to saw cut joints.

Item 366T- Thermoplastic Refl. Pvmt Markings

Bid Quantity: 365LF @ \$4.40= \$16,606.00

Actual Quantity: 160LF

Difference: -205LF = \$902.00

The final quantity is based on the actual field measurement of the completed work.

Item 375- Bituminous Tack Coat

Bid Quantity: 3,550SY @ \$0.94= \$3,337.00

Actual Quantity: 0SY

Difference: 0SY = \$-3,337.00

This item was not necessary as both lifts of asphalt were placed in the same day.

Item \*386A- Tree Removal Over 4" To 12" Caliber Inclusive

Bid Quantity: 3EA @ \$555.00= \$1,650.00

Actual Quantity: 0EA

Difference: -3EA = \$-1,650.00

This was a contingency item and was not used on the project.

Item 391 – Asphalt Concrete Wearing Course NC Type 1AC

Bid Quantity: 350TON @ \$132.00= \$46,200.00

Actual Quantity: 325.11TON

Difference: 24.89TON = \$-3,285.48

The final quantity is based on the actual field measurement of the completed work.

Item 393- Test Holes

Bid Quantity: 5EA @ \$550.00= \$2,750.00

Actual Quantity: 2EA

Difference: -3EA = \$-1,650.00

The final quantity is based on the actual field measurement of the completed work.

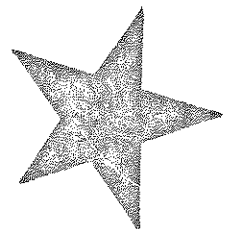
Item 396- Planting SOD- Supplied

Bid Quantity: 350SY @ \$16.50= \$5,775.00

Actual Quantity: 332.76SY

Difference: -17.24SY = \$-284.46

The final quantity is based on the actual field measurement of the completed work.



Item 500- Clean Existing Drainage System

Bid Quantity: 100LF @ \$27.50= \$2,750.00

Actual Quantity: -\$0

Difference: -100= \$-2,750.00

This item was not used as all drainage work consisted of connecting to new ductile iron pipe.

Item 504- Change Elevation Of Water Main Valve Box

Bid Quantity: 2EA @ \$550.00= \$1,100.00

Actual Quantity: 1EA

Difference: -1EA = \$-550.00

The final quantity is based on the actual field measurement of the completed work.

Item 506\*\*- Remove And Reset Ornamental Garden

Bid Quantity: 500SF @ \$3.30= \$1,650.00

Actual Quantity: 0

Difference: -500SF = -\$1,650.00

This was a contingency item and was not used on the project.

Item 514\*\* Furnish Self-Propelled Street Sweeper W/Operator

Bid Quantity: 24HR @ \$275.00= \$6,600.00

Actual Quantity: 0

Difference: -24HR = \$-6,600.00

This was a contingency item and was not used on the project.

Item 574- Silt Protection For Surface Inlets

Bid Quantity: 5EA @ \$220.00= \$1,100.00

Actual Quantity: 0

Difference: -5 = \$-1,100.00

This item was not used as all structures had curb inlets.

Item 575- Silt Protection For Curb Inlets

Bid Quantity: 5EA @ \$275.00= \$1,375.00

Actual Quantity: 4

Difference: -1 = -\$275.00

The final quantity is based on the actual field measurement of the completed work.

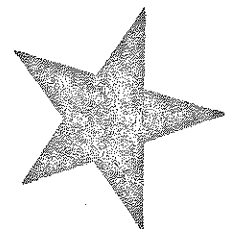
Field Change Allowance

Bid Quantity: 1 LS @ \$39,121.03 = \$39,121.03

Actual Quantity: 0

Difference: -1 = -\$39,121.03

Under- run Sub-Total = \$-304,157.34



Change Order #1

Item 1 – Concrete Repairs to outfall structures in Recharge Basin 4

Quantity: LS @ \$16,181.00

Item 2 – Cleaning and repairs to drainage structures along Ocean Ave.

Quantity: LS @ \$12,650.00

Change order #1 Sub-Total = \$28,831.00

The total of all overruns equaled \$31,008.64 and the total of all under runs equaled \$304,157.34 for a net decrease of \$273,148.70. With the increased cost of \$28,831.00 from change order 1, the final construction amount is \$577,223.83.

In closing, DF STONE, LLC has completed all contract work. Therefore, subject to the Town Attorney's approval of the various legal aspects of this project, we recommend final acceptance of this contract.

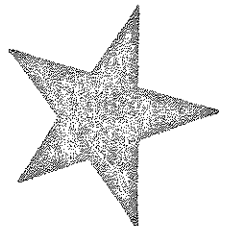
We trust that you will find the documentation is in order. However, if you have any questions, please do not hesitate to contact the undersigned.

Sincerely,



Christopher Prunty, P.E.  
Project Engineer

Encl.



TOWN OF OYSTER BAY DEPARTMENT OF PUBLIC WORKS  
MASSAPEQUA FLOOD DIVERSION & CONTROL PROJECT #5

Contract No. H18-171-P5

CHANGE ORDER NO. 1

To: DF Stone Contracting, Ltd.  
1230 Station Road  
Medford, NY 11742

From: Christopher Prunty, P.E.  
Lockwood, Kessler & Bartlett, Inc.  
1 Aerial Way  
Syosset, NY 11791

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

**ITEM 1**

Additional cost for drainage outfall concrete repairs in recharge basin #4 (NW corner Ocean Ave @ Illinois Ave). View of the existing outfall conditions were obstructed by vegetation within the recharge basin.

**TOTAL OF ITEM 1: \$16,181.00**

**ITEM 2**

Additional cost for cleaning and repairs to drainage structures along Ocean Ave. This work was added in lieu of replacing the drainage structure top slabs.

**TOTAL OF ITEM 2: \$12,650.00**

**TOTAL OF CHANGE ORDER NO. 1: \$28,831.00**

The original Contract sum was:	\$821,541.53
Net Change by previously authorized Change Orders:	\$ 0.00
Total Contract sum prior to this Change Order:	\$821,541.53
Change Order No. 1:	\$ 28,831.00
<b>New Contract sum including CHANGE ORDER NO. 1:</b>	<b>\$850,372.53</b>

The above work is to be performed in accordance with the letter from Lockwood, Kessler & Bartlett, Inc., dated June 10, 2021, email dated May 27, 2021, and the memorandum of the Department of Public Works, dated \_\_\_\_\_, at a cost to the Town in the amount of **Twenty Eight Thousand, Eight Hundred and Thirty One Dollars and Zero Cents.**

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

**Recommended by:**

Lockwood, Kessler & Bartlett, Inc.

by: *Christopher Prunty*  
Title: PROJECT ENGINEER

Dated: 12/1/21

**Accepted by:**

DF Stone Contracting, Ltd.

by: *Jim*  
Title: President

Dated: 11-19-2021

Sufficient funding for this Change Order is available within the Contract encumbrance/Account No.

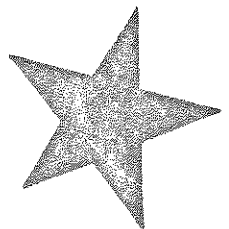
by: *Robert D'Amico*  
Robert D'Amico, Director of Finance

by: *Steven Ballas* 12/27/21  
Steven Ballas, Comptroller

The above Change Order is hereby accepted:  
**Town of Oyster Bay**

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

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





TOWN OF OYSTER BAY DEPARTMENT OF PUBLIC WORKS  
MASSAPEQUA FLOOD DIVERSION & CONTROL PROJECT #5

Contract No. H18-171-P5

CHANGE ORDER NO. 1

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1230 Station Road  
Medford, NY 11742

From: Christopher Prunty, P.E.  
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1 Aerial Way  
Syosset, NY 11791

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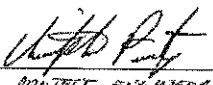
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**Recommended by:**


Lockwood, Kessler & Bartlett, Inc.

by:   
Title: PROJECT ENGINEER

Dated: 12/1/21

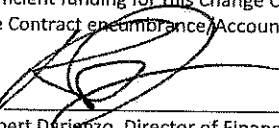
**Accepted by:**

DF Stone Contracting, Ltd.

by:   
Title: President

Dated: 11-19-2021

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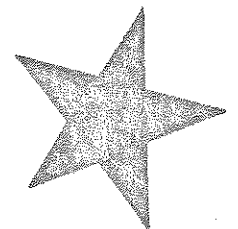
by:   
Robert D'Amico, Director of Finance

by:  12/27/21  
Steven Ballas, Comptroller

The above Change Order is hereby accepted:  
**Town of Oyster Bay**

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

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



TOWN OF OYSTER BAY DEPARTMENT OF PUBLIC WORKS  
MASSAPEQUA FLOOD DIVERSION & CONTROL PROJECT #5

Contract No. H18-171-P5

CHANGE ORDER NO. 1

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1230 Station Road  
Medford, NY 11742

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**TOTAL OF ITEM 1: \$16,181.00**

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New Contract sum including CHANGE ORDER NO. 1:	\$850,372.53

The above work is to be performed in accordance with the letter from Lockwood, Kessler & Bartlett, Inc., dated June 10, 2021, email dated May 27, 2021, and the memorandum of the Department of Public Works, dated \_\_\_\_\_, at a cost to the Town in the amount of **Twenty Eight Thousand, Eight Hundred and Thirty One Dollars and Zero Cents**.

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Recommended by:

Lockwood, Kessler & Bartlett, Inc.

by: [Signature]  
Title: PROJECT ENGINEER

Dated: 12/1/21

Accepted by:

DF Stone Contracting, Ltd.

by: [Signature]  
Title: President

Dated: 11-19-2021

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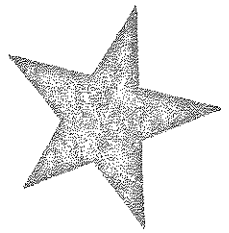
by: [Signature]  
Robert Darlenzo, Director of Finance

by: [Signature] 12/27/21  
Steven Ballas, Comptroller

The above Change Order is hereby accepted:  
**Town of Oyster Bay**

Joseph S. Saladino, Town Supervisor

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



TOWN OF OYSTER BAY DEPARTMENT OF PUBLIC WORKS  
MASSAPEQUA FLOOD DIVERSION & CONTROL PROJECT #5  
Contract No. H18-171-P5  
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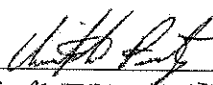
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Dated: 12/1/21

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Title: President  
Dated: 11-19-2021

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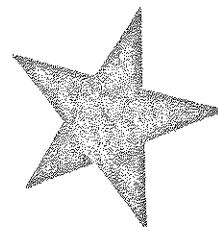
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Steven Ballas, Comptroller

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**Town of Oyster Bay**

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

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



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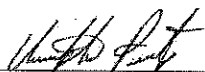
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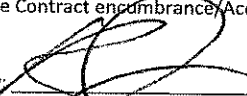
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Lockwood, Kessler & Bartlett, Inc.

by:   
Title: PROJECT ENGINEER  
Dated: 12/1/21

Accepted by:  
DF Stone Contracting, Ltd.

by:   
Title: President  
Dated: 11-19-2021

Sufficient funding for this Change Order is available within the Contract encumbrance Account No.

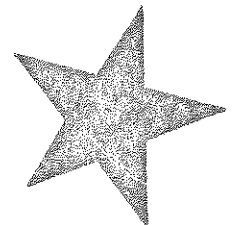
by:   
Robert D'Amico, Director of Finance

by:  12/27/21  
Steven Ballas, Comptroller

The above Change Order is hereby accepted:  
**Town of Oyster Bay**

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

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



**TOWN OF OYSTER BAY DEPARTMENT OF PUBLIC WORKS  
MASSAPEQUA FLOOD DIVERSION & CONTROL PROJECT #5  
Contract No. H18-171-P5  
CHANGE ORDER NO. 1**

To: DF Stone Contracting, Ltd.  
1230 Station Road  
Medford, NY 11742

From: Christopher Prunty, P.E.  
Lockwood, Kessler & Bartlett, Inc.  
1 Aerial Way  
Syosset, NY 11791

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

**ITEM 1**

Additional cost for drainage outfall concrete repairs in recharge basin #4 (NW corner Ocean Ave @ Illinois Ave). View of the existing outfall conditions were obstructed by vegetation within the recharge basin.

**TOTAL OF ITEM 1: \$16,181.00**

**ITEM 2**

Additional cost for cleaning and repairs to drainage structures along Ocean Ave. This work was added in lieu of replacing the drainage structure top slabs.

**TOTAL OF ITEM 2: \$12,650.00**

**TOTAL OF CHANGE ORDER NO. 1: \$28,831.00**

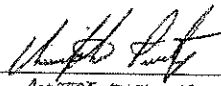
The original Contract sum was:	\$821,541.53
Net Change by previously authorized Change Orders:	\$ 0.00
Total Contract sum prior to this Change Order:	\$821,541.53
Change Order No. 1:	\$ 28,831.00
<b>New Contract sum including CHANGE ORDER NO. 1:</b>	<b>\$850,372.53</b>

The above work is to be performed in accordance with the letter from Lockwood, Kessler & Bartlett, Inc., dated June 10, 2021, email dated May 27, 2021, and the memorandum of the Department of Public Works, dated \_\_\_\_\_, at a cost to the Town in the amount of **Twenty Eight Thousand, Eight Hundred and Thirty One Dollars and Zero Cents.**

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

**Recommended by:**

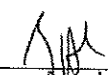
Lockwood, Kessler & Bartlett, Inc.

by:   
Title: PROJECT ENGINEER

Dated: 12/1/21

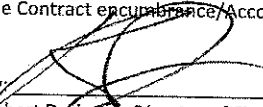
**Accepted by:**

DF Stone Contracting, Ltd.

by:   
Title: President

Dated: 11-19-2021

Sufficient funding for this Change Order is available within the Contract encumbrance/Account No.

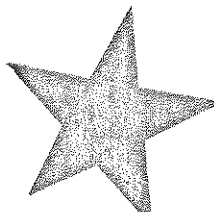
by:   
Robert D'Amico, Director of Finance

by:  12/27/21  
Steven Ballas, Comptroller

The above Change Order is hereby accepted:  
**Town of Oyster Bay**

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

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



TOWN OF OYSTER BAY DEPARTMENT OF PUBLIC WORKS  
MASSAPEQUA FLOOD DIVERSION & CONTROL PROJECT #5  
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**TOTAL OF ITEM 1: \$16,181.00**

**ITEM 2**

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**TOTAL OF ITEM 2: \$12,650.00**

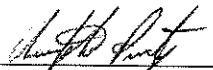
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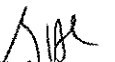
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Recommended by:  
Lockwood, Kessler & Bartlett, Inc.

by:   
Title: PROJECT ENGINEER

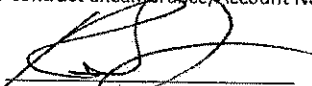
Dated: 12/1/21

Accepted by:  
DF Stone Contracting, Ltd.

by:   
Title: President

Dated: 11-19-2021

Sufficient funding for this Change Order is available within the Contract encumbrance/Account No.

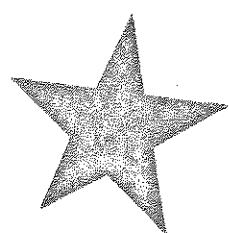
by:   
Robert Darlénzo, Director of Finance

by:  12/27/21  
Steven Ballas, Comptroller

The above Change Order is hereby accepted:  
**Town of Oyster Bay**

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

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



TOWN OF OYSTER BAY DEPARTMENT OF PUBLIC WORKS  
MASSAPEQUA FLOOD DIVERSION & CONTROL PROJECT #5  
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The above Change Order is hereby accepted by the Town of Oyster Bay.

Recommended by:  
Lockwood, Kessler & Bartlett, Inc.

by: [Signature]  
Title: PROJECT ENGINEER

Dated: 12/1/21

Accepted by:  
DF Stone Contracting, Ltd.

by: [Signature]  
Title: President

Dated: 11-19-2021

Sufficient funding for this Change Order is available within the Contract encumbrance/Account No.

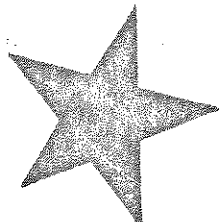
by: [Signature]  
Robert Darlenzo, Director of Finance

by: [Signature] 12/27/21  
Steven Ballas, Comptroller

The above Change Order is hereby accepted:  
**Town of Oyster Bay**

Joseph S. Saladino, Town Supervisor

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



23

30

## Town of Oyster Bay Inter-Departmental Memo

January 12, 2022

**To:** Memorandum Docket  
**From:** Rob Darienzo, Director of Finance  
**Subject:** 2022 Capital Program – Public Hearing – Park Districts

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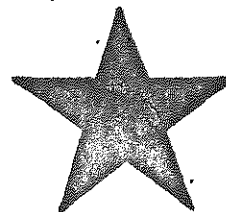
Town Board action is required to approve the resolution calling for a public hearing for Special District Park Improvements in the 2022 Capital Program. Bond Counsel will prepare authorizing resolution and forward same to the Office of the Town Attorney.

Thank you.



Rob Darienzo  
Director of Finance

RD/rd  
Word/Documents/Docket/2022 parks ph





10604814.252 (1000179864)

At a regular meeting of the Town Board of the Town of Oyster Bay, Nassau County, New York, held at the Town Hall, Audrey Avenue, in Oyster Bay, New York, in said Town, on January 25, 2022, at 7:00 o'clock P.M., Prevailing Time.

PRESENT:

Joseph Saladino  
Supervisor

Louis Imbroto  
Councilman

Thomas Hand  
Councilman

Steve Labriola  
Councilman

Laura Maier  
Councilman

Vicki Walsh  
Councilman

Councilman

In the Matter of  
the Increase and Improvement of the Facilities  
of the All Park Districts in the Town of  
Oyster Bay, Nassau County, New York.

Resolution No. 30-2022

ORDER CALLING PUBLIC HEARING

WHEREAS, the Town Board of the Town of Oyster Bay, Nassau County, New York, has had under consideration the joint increase and improvement of the facilities of all Park Districts in said Town (in the aggregate, the "Park Districts", each, a "Park District"), consisting of the refurbishing and improvement of facilities in all Park Districts, including incidental expenses in connection therewith; and

WHEREAS, the estimated maximum cost to said Park Districts of such joint increase and improvement of facilities is determined to be \$930,000; and

WHEREAS, such cost shall be annually apportioned among such Park Districts by said Town Board, and the amounts so apportioned shall be annually apportioned and assessed upon the several lots and parcels of land within each said Park District in the manner provided by law in an amount sufficient to pay the principal and interest on said bonds as the same become due;

WHEREAS, an environmental analysis has been prepared pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act in connection with such increase and improvement of the facilities of all Park Districts, for the particular improvements that have been identified, and it has been determined that such increase and improvement of the facilities of all Park Districts and use will not result in any significant environmental effects; and

WHEREAS, it is now desired to call a public hearing on said proposed joint increase and improvement of facilities, pursuant to Section 202-b of the Town Law; NOW, THEREFORE, BE IT

ORDERED, by the Town Board of the Town of Oyster Bay, Nassau County, New York, as follows:

Section 1. A meeting of the Town Board of the Town of Oyster Bay, Nassau County, New York, shall be held at the Town Hall East, 54 Audrey Avenue, Oyster Bay, New York, in said Town, on February 8, 2022, at 10:00 o'clock A.M., Prevailing Time, for the purpose of conducting a public hearing on the proposed increase and improvement of the facilities of all Park Districts in said Town, referred to in the preambles hereof, at which time and place said Town Board will hear all persons interested in the subject thereof concerning the same.

Section 2. The Town Clerk is hereby authorized and directed to cause a notice of said public hearing to be published in the Newsday, the official newspaper of said Town, and posted in the manner prescribed by law, which notice shall be in substantially the following form, to-wit:

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that the Town Board of the Town of Oyster Bay, Nassau County, New York, will meet at the Town Hall East, 54 Audrey Avenue, in Oyster Bay, New York, in said Town, on February 8, 2022, at 10:00 o'clock A.M., Prevailing Time, for the purpose of conducting a public hearing relating to the proposed joint increase and improvement of the facilities of all Park Districts in said Town, consisting of the refurbishing and improvement of facilities in all Park Districts, including incidental expenses in connection therewith, at an estimated maximum cost of \$930,000, at which time and place said Town Board will hear all persons interested in the subject thereof concerning the same.

Such cost shall be annually apportioned amongst such Park Districts by said Town Board, and the amounts so apportioned shall be levied and collected in each Park District in the manner provided by law in an amount sufficient to pay the principal and interest on said bonds as the same become due.

An environmental analysis has been prepared pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act in connection with such increase and improvement of the facilities of all Park Districts and, for the particular improvements that have been identified, it has been determined that such increase and improvement of the facilities of all Park Districts will not result in any significant environmental effects.

Dated: Oyster Bay, New York  
January 25, 2022

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF OYSTER BAY,  
NASSAU COUNTY, NEW YORK

Richard LaMarca  
Town Clerk

Section 3. This order shall take effect immediately.

The question of the adoption of the foregoing order was duly put to a vote on roll call, which resulted as follows:

\_Supervisor Saladino\_\_\_\_\_VOTING \_\_AYE\_\_

\_Councilwoman Johnson\_\_\_\_\_VOTING \_\_ABSENT\_\_

\_Councilman Imbroto\_\_\_\_\_VOTING \_\_AYE\_\_

\_Councilman Hand\_\_\_\_\_VOTING \_\_AYE\_\_

\_Councilman Labriola\_\_\_\_\_VOTING \_\_AYE\_\_

\_Councilwoman Maier\_\_\_\_\_VOTING \_\_AYE\_\_

\_Councilwoman Walsh\_\_\_\_\_VOTING \_\_AYE\_\_

The order was thereupon declared duly adopted.

\* \* \*

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

I, the undersigned Clerk of the Town of Oyster Bay, Nassau County, New York, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town Board of said Town, including the order contained therein, held on January 25, 2022, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

I FURTHER CERTIFY that, [please check one below]

  x   (1) pursuant to Section 103 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public, or

       (2) said meeting was held remotely by conference call, video conference, or other similar means in accordance with the requirements set forth in Chapter 417 of the Laws of 2021.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public notice of the time and place of said meeting to be given to the following newspaper and/or other news media as follows:

Newspaper and/or Other News Media

Date Given

Various publications throughout the  
Town of Oyster Bay

January 21, 2022

I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

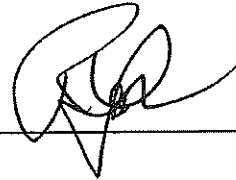
Designated Location(s) of Posted Notice

Date of Posting

Bulletin board, 1<sup>st</sup> floor 54 Audrey Avenue  
Oyster Bay, NY 11771

January 21, 2022

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town on  
February 1, 2022.



Town Clerk

(CORPORATE  
SEAL)

31-2022  
resolution

10604814.256 (1000179864)

At a regular meeting of the Town Board of the Town of Oyster Bay, Nassau County, New York, held at the Town Hall, Audrey Avenue, in Oyster Bay, New York, in said Town, on January 25, 2022, at 7:00 o'clock P.M., Prevailing Time.

The meeting was called to order by Supervisor Saladino, and upon roll being called, the following were

PRESENT: Supervisor Saladino

Councilman Imbroto

Councilman Hand

Councilman Labriola

Councilwoman Maier

Councilwoman Walsh

ABSENT: Councilwoman Johnson

The following resolution was offered by Councilman Imbroto, who moved its adoption, seconded by Councilman Hand, to-wit:



BOND RESOLUTION DATED JANUARY 25, 2022.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$21,900,000 BONDS OF THE TOWN OF OYSTER BAY, NASSAU COUNTY, NEW YORK, TO PAY THE COST OF VARIOUS IMPROVEMENTS TO TOWN PARKS AND RECREATIONAL AREAS, OUTSIDE OF TOWN PARK DISTRICTS, IN AND FOR SAID TOWN.

WHEREAS, all conditions precedent to the financing of the capital purposes hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act to the extent required, have been performed; and

WHEREAS, it is now desired to authorize the financing of such capital purposes; NOW, THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of Oyster Bay, Nassau County, New York, as follows:

Section 1. For paying the cost of various improvements to Town parks and recreational areas, outside of Town Park Districts, in and for the Town of Oyster Bay, Nassau County, New York, including incidental expenses in connection therewith, a class of objects or purposes, there are hereby authorized to be issued \$21,900,000 bonds of said Town pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid class of objects or purposes is \$21,900,000, and the plan for the financing thereof is by the issuance of the \$21,900,000 bonds of said Town authorized to be issued pursuant to this resolution.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is fifteen years, pursuant to subdivision nineteen of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the bonds authorized will exceed five years.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of said Town of Oyster Bay, Nassau County, New York, are hereby irrevocably pledged to the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. To the extent such appropriation is not made from other sources, there shall annually be levied on all the taxable real property in said Town a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the Town of Oyster Bay, Nassau County, New York, by the manual or facsimile signature of the Supervisor and a facsimile of its corporate seal shall be imprinted thereon and may be attested by the manual or facsimile signature of the Town Clerk.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Supervisor, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as he shall deem best for the interests of the Town; provided, however, that in the exercise of these delegated powers, he shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Supervisor shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 8. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the Town by the facsimile signature of its Supervisor, providing for the manual countersignature of a fiscal agent or of a designated official of the Town), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Supervisor. It is hereby determined that it is to the financial advantage of the Town not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the Supervisor shall determine.

Section 9. The validity of such bonds and bond anticipation notes may be contested only if:

- (1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or
- (2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- (3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 10. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 - 2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 11. Upon this resolution taking effect, the same shall be published in summary in Newsday, a newspaper having general circulation in said Town, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 12. This resolution is adopted subject to permissive referendum.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call which resulted as follows:

\_Supervisor Saladino\_\_\_\_\_VOTING \_\_AYE\_\_\_\_  
\_Councilwoman Johnson\_\_\_\_\_VOTING \_\_ABSENT\_  
\_Councilman Imbroto\_\_\_\_\_VOTING \_\_AYE\_\_\_\_  
\_Councilman Hand\_\_\_\_\_VOTING \_\_AYE\_\_\_\_  
\_Councilman Labriola\_\_\_\_\_VOTING \_\_AYE\_\_\_\_  
\_Councilwoman Maier\_\_\_\_\_VOTING \_\_AYE\_\_\_\_  
\_Councilwoman Walsh\_\_\_\_\_VOTING \_\_AYE\_\_\_\_

The resolution was thereupon declared duly adopted.

\* \* \*

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

I, the undersigned Clerk of the Town of Oyster Bay, Nassau County, New York, DO  
HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town Board  
of said Town, including the resolution contained therein, held on January 25, 2022, with the original  
thereof on file in my office, and that the same is a true and correct transcript therefrom and of the  
whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

I FURTHER CERTIFY that, [please check one below]

  x   (1) pursuant to Section 103 of the Public Officers Law (Open Meetings Law), said  
meeting was open to the general public, or

       (2) said meeting was held remotely by conference call, video conference, or other  
similar means in accordance with the requirements set forth in Chapter 417 of the Laws of 2021.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public  
notice of the time and place of said meeting to be given to the following newspaper and/or other  
news media as follows:

Newspaper and/or Other News Media

Date Given

Various publications throughout the

January 21, 2022

Town of Oyster Bay

I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

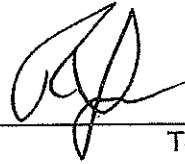
Designated Location(s) of Posted Notice

Bulletin board, 1<sup>st</sup> floor 54 Audrey Avenue  
Oyster Bay, NY 11771

Date of Posting

January 21, 2022

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town  
on February 1, 2022.



Town Clerk

(CORPORATE  
SEAL)

24

31

## Town of Oyster Bay Inter-Departmental Memo

January 12, 2022

**To:** Memorandum Docket  
**From:** Rob Darienzo, Director of Finance  
**Subject:** 2022 Capital Program – Parks General

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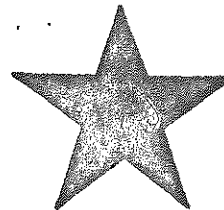
Town Board action is required to approve the appropriating resolution for the 2022 Capital Program – Park Improvements. Financing will be by the issuance of serial bonds. Bond Counsel will prepare authorizing resolution and forward same to the Office of the Town Attorney.

Thank you.



Rob Darienzo  
Director of Finance

RD/rd  
Word/Documents/Docket/2022 parks general





32-2022  
resolution

10604814.257

At a regular meeting of the Town Board of the Town of Oyster Bay, Nassau County, New York, held at the Town Hall, Audrey Avenue, in Oyster Bay, New York, in said Town, on January 25, 2022, at 7:00 o'clock P.M., Prevailing Time.

The meeting was called to order by Supervisor Saladino, and upon roll being called, the following were

PRESENT: Supervisor Saladino  
Councilman Imbroto  
Councilman Hand  
Councilman Labriola  
Councilwoman Maier  
Councilwoman Walsh

ABSENT: Councilwoman Johnson

The following resolution was offered by Councilman Imbroto, who moved its adoption, seconded by Councilman Hand, to-wit:

BOND RESOLUTION DATED JANUARY 25, 2022.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$21,250,000 BONDS OF THE TOWN OF OYSTER BAY, NASSAU COUNTY, NEW YORK, TO PAY A PORTION OF THE \$22,750,000 ESTIMATED MAXIMUM COST OF THE RECONSTRUCTION OF VARIOUS TOWN ROADS AND HIGHWAYS LOCATED THROUGHOUT AND IN AND FOR SAID TOWN.

WHEREAS, all conditions precedent to the financing of the capital purposes hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act to the extent required, have been performed; and

WHEREAS, it is now desired to authorize the financing of such capital purposes; NOW, THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of Oyster Bay, Nassau County, New York, as follows:

Section 1. For paying a portion of the \$22,750,000 estimated maximum cost of the reconstruction of various Town roads and highways located throughout and in and for the Town of Oyster Bay, Nassau County, New York, including, but not limited to, design, widening of roads, construction of sidewalks and bike lanes, drainage improvements, and the acquisition and installation of traffic signals and incidental improvements and expenses in connection therewith, a class of objects or purposes, there are hereby authorized to be issued \$21,250,000 bonds of said Town pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid class of objects or purposes is \$22,750,000, and the plan for the financing thereof is by (i) the application of \$1,500,000 anticipated to be received under the New York State Consolidated Local Street and Highway Improvement Program ("CHIPS Program") and (ii) the issuance of the \$21,250,000 bonds authorized hereby, provided, however, that the amount of bonds to be issued

Reviewed By  
Office of Town Attorney

shall be reduced by the amount of any State or Federal aid received for the aforesaid class of objects or purposes in excess of the aforesaid \$1,500,000 CHIPS Program monies.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is fifteen years pursuant to subdivision ninety-one of paragraph a of Section 11.00 of the Local Finance Law, as said class consists of items which have a period of probable usefulness of at least fifteen years under one or more of subdivisions twenty, twenty-two, fifty-seven, seventy-two of said paragraph a. It is hereby further determined that the maximum maturity of the bonds authorized will exceed five years.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of said Town of Oyster Bay, Nassau County, New York, are hereby irrevocably pledged to the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. To the extent such appropriation is not made from other sources, there shall annually be levied on all the taxable real property in said Town a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the Town of Oyster Bay, Nassau County, New York, by the manual or facsimile signature of the Supervisor and a facsimile of its corporate seal shall be imprinted thereon and may be attested by the manual or facsimile signature of the Town Clerk.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Supervisor, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as he shall deem best for the interests of the Town; provided, however, that in the exercise of these delegated powers, he shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Supervisor shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 8. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the Town by the facsimile signature of its Supervisor, providing for the manual countersignature of a fiscal agent or of a designated official of the Town), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Supervisor. It is hereby determined that it is to the financial advantage of the Town not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the Supervisor shall determine.

Section 9. The validity of such bonds and bond anticipation notes may be contested only

if:

(1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or

(2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 10. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 - 2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 11. Upon this resolution taking effect, the same shall be published in summary in Newsday, a newspaper having general circulation in said Town, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 12. This resolution is adopted subject to permissive referendum.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call  
which resulted as follows:

__Supervisor Saladino_____	VOTING __AYE__
__Councilwoman Johnson_____	VOTING __ABSENT__
__Councilman Imbroto_____	VOTING __AYE__
__Councilman Hand_____	VOTING __AYE__
__Councilman Labriola_____	VOTING __AYE__
__Councilwoman Maier_____	VOTING __AYE__
__Councilwoman Walsh _____	VOTING __AYE__

The resolution was thereupon declared duly adopted.

\* \* \*

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

I, the undersigned Clerk of the Town of Oyster Bay, Nassau County, New York, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town Board of said Town, including the resolution contained therein, held on January 25, 2022, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

I FURTHER CERTIFY that, [please check one below]

  x   (1) pursuant to Section 103 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public, or

       (2) said meeting was held remotely by conference call, video conference, or other similar means in accordance with the requirements set forth in Chapter 417 of the Laws of 2021.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public notice of the time and place of said meeting to be given to the following newspaper and/or other news media as follows:

Newspaper and/or Other News Media

Date Given

Various publications throughout the  
Town of Oyster Bay

January 21, 2022

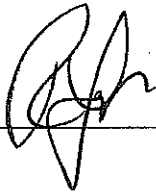
I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s) of Posted Notice  
Bulletin board, 1<sup>st</sup> floor 54 Audrey Avenue  
Oyster Bay, NY 11771

Date of Posting  
January 21, 2022

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town on  
February 1, 2022.

(CORPORATE  
SEAL)

  
\_\_\_\_\_  
Town Clerk



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## Town of Oyster Bay Inter-Departmental Memo

January 12, 2022

**To:** Memorandum Docket  
**From:** Rob Darienzo, Director of Finance  
**Subject:** 2022 Capital Program - Highway

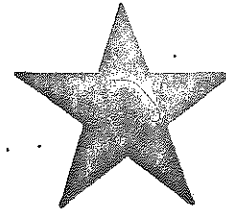
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Town Board action is required to approve the appropriating resolution for the 2022 Capital Program – Highway Improvements. Financing will be by the issuance of serial bonds. Bond Counsel will prepare authorizing-resolution and forward same to the Office of the Town Attorney.

Thank you.

  
Rob Darienzo  
Director of Finance

RD/rd  
Word/Documents/Docket/2022 highway



Reviewed By  
Office of Town Attorney

At a regular meeting of the Town Board of the Town of Oyster Bay, Nassau County, New York, held at the Town Hall, Audrey Avenue, in Oyster Bay, New York, in said Town, on January 25, 2022, at 7:00 o'clock P.M., Prevailing Time.

Joseph Saladino  
Supervisor

Thomas Hand  
Councilman

Laura Maier  
Councilman

**Councilman**

ORDER CALLING PUBLIC HEARING

69735719.1

WHEREAS, the estimated maximum cost to said District of such increase and improvement of facilities is determined to be \$620,000; and

WHEREAS, such cost shall be annually apportioned and assessed upon the several lots and parcels of land within said District in the manner provided by law in an amount sufficient to pay the principal and interest on said bonds as the same become due;

WHEREAS, an environmental analysis has been prepared pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act in connection with such increase and improvement of the facilities of said District and use and it has been determined that such increase and improvement of the facilities of said District and use will not result in any significant environmental effects; and

WHEREAS, it is now desired to call a public hearing on said proposed increase and improvement of facilities, pursuant to Section 202-b of the Town Law; NOW, THEREFORE, BE IT

ORDERED, by the Town Board of the Town of Oyster Bay, Nassau County, New York, as follows:

Section 1. A meeting of the Town Board of the Town of Oyster Bay, Nassau County, New York, shall be held at the Town Hall East, 54 Audrey Avenue, Oyster Bay, New York, in said Town, on February 8, 2022, at 10:00 o'clock A.M., Prevailing Time, for the purpose of conducting a public hearing on the proposed increase and improvement of the facilities of said District in said Town, referred to in the preambles hereof, at which time and place said Town Board will hear all persons interested in the subject thereof concerning the same.

Section 2. The Town Clerk is hereby authorized and directed to cause a notice of said public hearing to be published in the Newsday, the official newspaper of said Town, and posted in the manner prescribed by law, which notice shall be in substantially the following form, to-wit:

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that the Town Board of the Town of Oyster Bay, Nassau County, New York, will meet at the Town Hall East, 54 Audrey Avenue, in Oyster Bay, New York, in said Town, on February 8, 2022, at 10:00 o'clock A.M., Prevailing Time, for the purpose of conducting a public hearing relating to the proposed increase and improvement of the facilities of the Public Parking District (the "District") in said Town, consisting of the refurbishing and improvement of facilities in said District, including incidental expenses in connection therewith, at an estimated maximum cost of \$620,000, at which time and place said Town Board will hear all persons interested in the subject thereof concerning the same.

Such cost shall be annually apportioned, levied and collected in said District in the manner provided by law in an amount sufficient to pay the principal and interest on said bonds as the same become due.

An environmental analysis has been prepared pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act in connection with such increase and improvement of the facilities of said District and use and it has been determined that such increase and improvement of the facilities of said District and use will not result in any significant environmental effects.

Dated: Oyster Bay, New York  
January 25, 2022

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF OYSTER BAY,  
NASSAU COUNTY, NEW YORK

Richard LaMarca  
Town Clerk

Section 3. This order shall take effect immediately.

The question of the adoption of the foregoing order was duly put to a vote on roll call, which resulted as follows:

\_Supervisor Saladino\_\_\_\_\_VOTING \_\_AYE\_\_  
\_Councilwoman Johnson\_\_\_\_\_VOTING \_\_ABSENT\_  
\_Councilman Imbroto\_\_\_\_\_VOTING \_\_AYE\_\_  
\_Councilman Hand\_\_\_\_\_VOTING \_\_AYE\_\_  
\_Councilman Labriola\_\_\_\_\_VOTING \_\_AYE\_\_  
\_Councilwoman Maier\_\_\_\_\_VOTING \_\_AYE\_\_  
\_Councilwoman Walsh\_\_\_\_\_VOTING \_\_AYE\_\_

The order was thereupon declared duly adopted.

\* \* \*

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

I, the undersigned Clerk of the Town of Oyster Bay, Nassau County, New York, DO HEREBY  
CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town Board  
of said Town, including the order contained therein, held on January 25, 2022, with the original  
thereof on file in my office, and that the same is a true and correct transcript therefrom and of the  
whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

I FURTHER CERTIFY that, [please check one below]

  x   (1) pursuant to Section 103 of the Public Officers Law (Open Meetings Law), said  
meeting was open to the general public, or

       (2) said meeting was held remotely by conference call, video conference, or other  
similar means in accordance with the requirements set forth in Chapter 417 of the Laws of 2021.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public notice  
of the time and place of said meeting to be given to the following newspaper and/or other news media  
as follows:

Newspaper and/or Other News Media

Date Given

Various publications throughout the Town  
Of Oyster Bay

January 21, 2022

I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:


Designated Location(s) of Posted Notice

Date of Posting

Bulletin board, 1<sup>st</sup> floor 54 Audrey Avenue  
Oyster Bay, NY 11771

January 21, 2022

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town on  
February 1, 2022.

  
\_\_\_\_\_  
Town Clerk

(CORPORATE  
SEAL)



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## Town of Oyster Bay Inter-Departmental Memo

January 12, 2022

**To:** Memorandum Docket  
**From:** Rob Darienzo, Director of Finance  
**Subject:** 2022 Capital Program – Public Hearing – Public Parking

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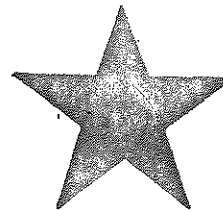
Town Board action is required to approve the resolution calling for a public hearing for Public Parking District Improvements in the 2022 Capital Program. Bond Counsel will prepare said resolution and forward same to the Office of the Town Attorney.

Thank you.



Rob Darienzo  
Director of Finance

RD/rd  
Word/Documents/Docket/2022 parking ph





WHEREAS, the estimated maximum cost to said District of such increase and improvement of facilities is determined to be \$730,000; and

WHEREAS, such cost shall be annually apportioned and assessed upon the several lots and parcels of land within said District in the manner provided by law in an amount sufficient to pay the principal and interest on said bonds as the same become due;

WHEREAS, an environmental analysis has been prepared pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act in connection with such increase and improvement of the facilities of said District and use and it has been determined that such increase and improvement of the facilities of said District and use will not result in any significant environmental effects; and

WHEREAS, it is now desired to call a public hearing on said proposed increase and improvement of facilities and the estimate of cost, pursuant to Section 202-b of the Town Law; NOW, THEREFORE, BE IT

ORDERED, by the Town Board of the Town of Oyster Bay, Nassau County, New York, as follows:

Section 1. A meeting of the Town Board of the Town of Oyster Bay, Nassau County, New York, shall be held at the Town Hall East, 54 Audrey Avenue, Oyster Bay, New York, in said Town, on February 8, 2022, at 10:00 o'clock A.M., Prevailing Time, for the purpose of conducting a public hearing on the proposed increase and improvement of the facilities of said District in said Town, referred to in the preambles hereof, at which time and place said Town Board will hear all persons interested in the subject thereof concerning the same.

Section 2. The Town Clerk is hereby authorized and directed to cause a notice of said public hearing to be published, at least ten, but not more than twenty, days prior to the public hearing in the Newsday, the official newspaper of said Town, and posted in the manner prescribed by law, which notice shall be in substantially the following form, to-wit:

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that the Town Board of the Town of Oyster Bay, Nassau County, New York, will meet at the Town Hall East, 54 Audrey Avenue, in Oyster Bay, New York, in said Town, on February 8, 2022, at 10:00 o'clock A.M., Prevailing Time, for the purpose of conducting a public hearing relating to the proposed increase and improvement of the facilities of the Solid Waste District (the "District") in said Town, consisting of the refurbishing and improvement of the Solid Waste Disposal Facility in said District, including incidental expenses in connection therewith, at an estimated maximum cost of \$730,000, at which time and place said Town Board will hear all persons interested in the subject thereof concerning the same.

Such cost shall be annually apportioned and assessed upon the several lots and parcels of land within such District in the manner provided by law and levied and collected in an amount sufficient to pay the principal and interest on said bonds as the same become due.

An environmental analysis has been prepared pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act in connection with such increase and improvement of the facilities of said District and use and it has been determined that such increase and improvement of the facilities of said District and use will not result in any significant environmental effects.

Dated: Oyster Bay, New York  
January 25, 2022

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF OYSTER BAY,  
NASSAU COUNTY, NEW YORK

Richard LaMarca  
Town Clerk

Section 3. This order shall take effect immediately.

The question of the adoption of the foregoing order was duly put to a vote on roll call, which resulted as follows:

\_Supervisor Saladino\_\_\_\_\_VOTING \_\_AYE\_\_  
\_Councilwoman Johnson\_\_\_\_\_VOTING \_\_ABSENT\_  
\_Councilman Imbroto\_\_\_\_\_VOTING \_\_AYE\_\_  
\_Councilman Hand\_\_\_\_\_VOTING \_\_AYE\_\_  
\_Councilman Labriola\_\_\_\_\_VOTING \_\_AYE\_\_  
\_Councilwoman Maier\_\_\_\_\_VOTING \_\_AYE\_\_  
\_Councilwoman Walsh\_\_\_\_\_VOTING \_\_AYE\_\_

The order was thereupon declared duly adopted.

\* \* \*

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

I, the undersigned Clerk of the Town of Oyster Bay, Nassau County, New York, DO HEREBY  
CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town Board  
of said Town, including the order contained therein, held on January 25, 2022, with the original  
thereof on file in my office, and that the same is a true and correct transcript therefrom and of the  
whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

I FURTHER CERTIFY that, [please check one below]

  x   (1) pursuant to Section 103 of the Public Officers Law (Open Meetings Law), said  
meeting was open to the general public, or

       (2) said meeting was held remotely by conference call, video conference, or other  
similar means in accordance with the requirements set forth in Chapter 417 of the Laws of 2021.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public notice  
of the time and place of said meeting to be given to the following newspaper and/or other news media  
as follows:

Newspaper and/or Other News Media

Date Given

Various publications throughout the  
Town of Oyster Bay

January 21, 2022

I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:


Designated Location(s) of Posted Notice

Date of Posting

Bulletin board, 1<sup>st</sup> floor 54 Audrey Avenue  
Oyster Bay, NY 11771

January 21, 2022

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town on  
February 1, 2022.

  
\_\_\_\_\_  
Town Clerk

(CORPORATE  
SEAL)



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## Town of Oyster Bay Inter-Departmental Memo

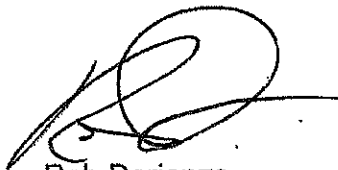
January 12, 2022

**To:** Memorandum Docket  
**From:** Rob Darienzo, Director of Finance  
**Subject:** 2022 Capital Program – Public Hearing – Solid Waste District

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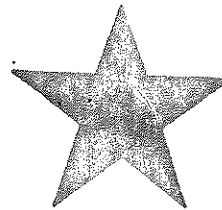
Town Board action is required to approve the resolution calling for a public hearing for Solid Waste District Improvements in the 2022 Capital Program. Bond Counsel will prepare said resolution and forward same to the Office of the Town Attorney.

Thank you.



Rob Darienzo  
Director of Finance

RD/rd  
Word/Documents/Docket/2022 solid waste ph



35-2022  
resolution

10604814.260 (1000179864)

At a regular meeting of the Town Board of the Town of Oyster Bay, Nassau County, New York, held at the Town Hall, Audrey Avenue, in Oyster Bay, New York, in said Town, on January 25, 2022, at 7:00 o'clock P.M., Prevailing Time.

The meeting was called to order by Supervisor Saladino, and upon roll being called, the following were

PRESENT: Supervisor Saladino  
Councilman Imbroto  
Councilman Hand  
Councilman Labriola  
Councilwoman Maier  
Councilwoman Walsh

ABSENT: Councilwoman Johnson

The following resolution was offered by Councilman Imbroto, who moved its adoption, seconded by Councilman Hand, to-wit:

BOND RESOLUTION DATED JANUARY 25, 2022.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$8,650,000 BONDS OF THE TOWN OF OYSTER BAY, NASSAU COUNTY, NEW YORK, TO PAY THE COST OF THE ACQUISITION OF VARIOUS EQUIPMENT AND VEHICLES FOR USE IN CONNECTION WITH TOWN FACILITIES, WHICH MAY INCLUDE, BUT IS NOT LIMITED TO, OFFICE EQUIPMENT, COPY MACHINES, TECHNOLOGY EQUIPMENT AND SOFTWARE, MOWERS AND BLOWERS, AND PASSENGER BUSES, IN AND FOR SAID TOWN.

RESOLVED, by the Town Board of the Town of Oyster Bay, Nassau County, New York, as follows:

Section 1. For the class of objects or purposes of paying the cost of the acquisition of various equipment for use in connection with facilities of the Town, which may include, but is not limited to, office equipment, copy machines, technology equipment and software, mowers and blowers, passenger buses, and incidental expenses in connection therewith, there are hereby authorized to be issued \$8,650,000 bonds of said Town pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid class of objects or purposes is \$8,650,000, and the plan for the financing thereof is by the issuance of the \$8,650,000 bonds of said Town authorized to be issued pursuant to this resolution.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid classes of objects or purposes is five years, pursuant to subdivision eighty-nine of paragraph a of Section 11.00 of the Local Finance Law, as each item in said class shall have a period of probable usefulness of at least five years under one or more of subdivisions thirteen, twenty-eight, twenty-nine, thirty-two, or eighty-one of said paragraph a. It is hereby further determined that the maximum maturity of the bonds authorized will not exceed five years.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the

Reviewed By  
Office of Town Attorney

bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of said Town of Oyster Bay, Nassau County, New York, are hereby irrevocably pledged to the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. To the extent such appropriation is not made from other sources, there shall annually be levied on all the taxable real property in said Town a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the Town of Oyster Bay, Nassau County, New York, by the manual or facsimile signature of the Supervisor and a facsimile of its corporate seal shall be imprinted thereon and may be attested by the manual or facsimile signature of the Town Clerk.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Supervisor, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as he shall deem best for the interests of the Town; provided, however, that in the exercise of these delegated powers, he shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Supervisor shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 8. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on

said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the Town by the facsimile signature of its Supervisor, providing for the manual countersignature of a fiscal agent or of a designated official of the Town), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Supervisor. It is hereby determined that it is to the financial advantage of the Town not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the Supervisor shall determine.

Section 9. The validity of such bonds and bond anticipation notes may be contested only if:

(1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or

(2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 10. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 - 2. Other than as specified in this resolution, no monies are, or

are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 11. This resolution, which takes effect immediately, shall be published in summary in Newsday, a newspaper having general circulation in said Town, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call which resulted as follows:

\_Supervisor Saladino\_\_\_\_\_VOTING \_\_AYE\_\_  
\_Councilwoman Johnson\_\_\_\_\_VOTING \_\_ABSENT\_  
\_Councilman Imbroto\_\_\_\_\_VOTING \_\_AYE\_\_  
\_Councilman Hand\_\_\_\_\_VOTING \_\_AYE\_\_  
\_Councilman Labriola\_\_\_\_\_VOTING \_\_AYE\_\_  
\_Councilwoman Maier\_\_\_\_\_VOTING \_\_AYE\_\_  
\_Councilwoman Walsh \_\_\_\_\_VOTING \_\_AYE\_\_

The resolution was thereupon declared duly adopted.

\* \* \*

AFFIDAVIT OF POSTING

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

I, the undersigned Clerk of the Town of Oyster Bay, Nassau County, New York, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town Board of said Town, including the resolution contained therein, held on January 25, 2022, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

I FURTHER CERTIFY that, [please check one below]

  x   (1) pursuant to Section 103 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public, or

       (2) said meeting was held remotely by conference call, video conference, or other similar means in accordance with the requirements set forth in Chapter 417 of the Laws of 2021.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public notice of the time and place of said meeting to be given to the following newspaper and/or other news media as follows:

Newspaper and/or Other News Media

Date Given

Various publications throughout the

January 21, 2022

Town of Oyster Bay




I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s) of Posted Notice  
Bulletin board, 1<sup>st</sup> floor 54 Audrey Avenue  
Oyster Bay, NY 11771

Date of Posting  
January 21, 2022

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town on  
February 1, 2022.

  
\_\_\_\_\_  
Town Clerk

28

35

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

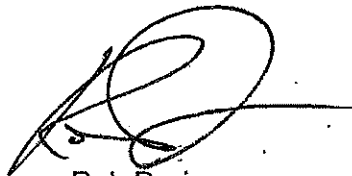
January 12, 2022

**To:** Memorandum Docket  
**From:** Rob Darienzo, Director of Finance  
**Subject:** 2022 Capital Program – Five Year Equipment

---

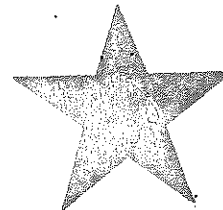
Town Board action is required to approve the appropriating resolution for the 2022 Capital Program – Five Year Equipment Purchase. Financing will be by the issuance of serial bonds. Bond Counsel will prepare authorizing resolution and forward same to the Office of the Town Attorney.

Thank you.



Rob Darienzo  
Director of Finance

RD/rd  
Word/Documents/Docket/2022 5 year



36-2022  
resolution

10604814.261 (1000179864)

At a regular meeting of the Town Board of the Town of Oyster Bay, Nassau County, New York, held at the Town Hall, Audrey Avenue, in Oyster Bay, New York, in said Town, on January 25, 2022, at 7:00 o'clock P.M., Prevailing Time.

The meeting was called to order by Supervisor Saladino, and upon roll being called, the following were

PRESENT: Supervisor Saladino

Councilman Imbroto

Councilman Hand

Councilman Labriola

Councilwoman Maier

Councilwoman Walsh

ABSENT: Councilwoman Johnson

The following resolution was offered by Councilman Imbroto, who moved its adoption, seconded by Councilman Hand, to-wit:

BOND RESOLUTION DATED JANUARY 25, 2022.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$7,750,000 BONDS OF THE TOWN OF OYSTER BAY, NASSAU COUNTY, NEW YORK, TO PAY THE COST OF THE ACQUISITION OF EQUIPMENT OR VEHICLES FOR CONSTRUCTION AND MAINTENANCE PURPOSES, EACH ITEM COSTING \$30,000 OR MORE, IN AND FOR SAID TOWN.

RESOLVED, by the Town Board of the Town of Oyster Bay, Nassau County, New York, as follows:

Section 1. For the class of objects or purposes of paying the cost of the acquisition of equipment or vehicles for construction and maintenance purposes, each item costing \$30,000 or more, in and for the Town of Oyster Bay, Nassau County, New York, including incidental expenses in connection therewith, there are hereby authorized to be issued \$7,750,000 bonds of said Town pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid class of objects or purposes is \$7,750,000, and the plan for the financing thereof is by the issuance of the \$7,750,000 bonds of said Town authorized to be issued pursuant to this resolution.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is fifteen years, pursuant to subdivision twenty-eight of paragraph a of Section 11.00 of the Local Finance Law, as each item in said class shall have a cost of \$30,000 or more. It is hereby further determined that the maximum maturity of the bonds authorized will exceed five years.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in

REVIEWED BY  
Office of Town Attorney

such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of said Town of Oyster Bay, Nassau County, New York, are hereby irrevocably pledged to the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. To the extent such appropriation is not made from other sources, there shall annually be levied on all the taxable real property in said Town a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the Town of Oyster Bay, Nassau County, New York, by the manual or facsimile signature of the Supervisor and a facsimile of its corporate seal shall be imprinted thereon and may be attested by the manual or facsimile signature of the Town Clerk.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Supervisor, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as he shall deem best for the interests of the Town; provided, however, that in the exercise of these delegated powers, he shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Supervisor shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 8. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds

are to be executed in the name of the Town by the facsimile signature of its Supervisor, providing for the manual countersignature of a fiscal agent or of a designated official of the Town), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Supervisor. It is hereby determined that it is to the financial advantage of the Town not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the Supervisor shall determine.

Section 9. The validity of such bonds and bond anticipation notes may be contested only if:

- (1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or
- (2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- (3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 10. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 - 2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 11. Upon this resolution taking effect, the same shall be published in summary in Newsday, a newspaper having general circulation in said Town, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 12. This resolution is adopted subject to permissive referendum.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call which resulted as follows:

\_Supervisor Saladino\_\_\_\_\_VOTING \_\_AYE\_\_\_\_  
\_Councilwoman Johnson\_\_\_\_\_VOTING \_\_ABSENT\_\_\_\_  
\_Councilman Imbroto\_\_\_\_\_VOTING \_\_AYE\_\_\_\_  
\_Councilman Hand\_\_\_\_\_VOTING \_\_AYE\_\_\_\_  
\_Councilman Labriola\_\_\_\_\_VOTING \_\_AYE\_\_\_\_  
\_Councilwoman Maier\_\_\_\_\_VOTING \_\_AYE\_\_\_\_  
\_Councilwoman Walsh \_\_\_\_\_VOTING \_\_AYE\_\_\_\_

The resolution was thereupon declared duly adopted.

\* \* \*



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

I, the undersigned Clerk of the Town of Oyster Bay, Nassau County, New York, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town Board of said Town, including the resolution contained therein, held on January 25, 2022, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

I FURTHER CERTIFY that, [please check one below]

  x   (1) pursuant to Section 103 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public, or

       (2) said meeting was held remotely by conference call, video conference, or other similar means in accordance with the requirements set forth in Chapter 417 of the Laws of 2021.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public notice of the time and place of said meeting to be given to the following newspaper and/or other news media as follows:

Newspaper and/or Other News Media

Date Given

Various publications throughout the  
Town of Oyster Bay

January 21, 2022

I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s) of Posted Notice  
Bulletin board, 1<sup>st</sup> floor 54 Audrey Avenue  
Oyster Bay, NY 11771

Date of Posting  
January 21, 2022

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town on February 1, 2022.



---

Town Clerk

29

36

Town of Oyster Bay  
Inter-Departmental Memo

January 12, 2022

**To:** Memorandum Docket  
**From:** Rob Darienzo, Director of Finance  
**Subject:** 2022 Capital Program – Fifteen Year Equipment

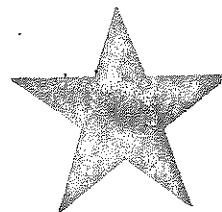
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Town Board action is required to approve the appropriating resolution for the 2022 Capital Program – Fifteen Year Equipment Purchase. Financing will be by the issuance of serial bonds. Bond Counsel will prepare authorizing resolution and forward same to the Office of the Town Attorney.

Thank you.

  
Rob Darienzo  
Director of Finance

RD/rd  
Word/Documents/Docket/2022 15 year



37-2022  
resolution

10604814.259 (1000179864)

At a regular meeting of the Town Board of the Town of Oyster Bay, Nassau County, New York, held at the Town Hall, Audrey Avenue, in Oyster Bay, New York, in said Town, on January 25, 2022, at 7:00 o'clock P.M., Prevailing Time.

The meeting was called to order by Supervisor Saladino, and upon roll being called, the following were

PRESENT: Supervisor Saladino

Councilman Imbroto

Councilman Hand

Councilman Labriola

Councilwoman Maier

Councilwoman Walsh

ABSENT: Councilwoman Johnson

The following resolution was offered by Councilman Imbroto, who moved its adoption, seconded by Councilman Hand, to-wit:

BOND RESOLUTION DATED JANUARY 25, 2022.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$820,000 BONDS OF THE TOWN OF OYSTER BAY, NASSAU COUNTY, NEW YORK, TO PAY THE COST OF THE PURCHASE OF REPLACEMENT PASSENGER VEHICLES FOR USE BY VARIOUS DEPARTMENTS OF THE TOWN TO REPLACE SIMILAR VEHICLES IN SERVICE FOR ONE YEAR OR MORE, IN THE CASE OF POLICE VEHICLES, OR THREE YEARS OR MORE, IN THE CASE OF ALL OTHER PASSENGER VEHICLES, IN AND FOR SAID TOWN.

RESOLVED, by the Town Board of the Town of Oyster Bay, Nassau County, New York, as follows:

Section 1. For the class of objects or purposes of paying cost of the purchase of replacement passenger vehicles for use by various departments of the Town of Oyster Bay, Nassau County, New York, to replace similar vehicles in service for one year or more in the case of police vehicles, or three years or more in the case of all other passenger vehicles, in and for the Town, including incidental expenses in connection therewith, there are hereby authorized to be issued \$820,000 bonds of said Town pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid class of objects or purposes is \$820,000, and the plan for the financing thereof is by the issuance of the \$820,000 bonds of said Town authorized to be issued pursuant to this resolution.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is three years, pursuant to subdivision seventy-seven of said paragraph a. It is hereby further determined that the maximum maturity of the bonds authorized will not exceed three years.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in

Reviewed By  
Office of Town Attorney

such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of said Town of Oyster Bay, Nassau County, New York, are hereby irrevocably pledged to the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. To the extent such appropriation is not made from other sources, there shall annually be levied on all the taxable real property in said Town a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the Town of Oyster Bay, Nassau County, New York, by the manual or facsimile signature of the Supervisor and a facsimile of its corporate seal shall be imprinted thereon and may be attested by the manual or facsimile signature of the Town Clerk.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Supervisor, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as he shall deem best for the interests of the Town; provided, however, that in the exercise of these delegated powers, he shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Supervisor shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 8. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds

are to be executed in the name of the Town by the facsimile signature of its Supervisor, providing for the manual countersignature of a fiscal agent or of a designated official of the Town), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Supervisor. It is hereby determined that it is to the financial advantage of the Town not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the Supervisor shall determine.

Section 9. The validity of such bonds and bond anticipation notes may be contested only if:

- (1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or
- (2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- (3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 10. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150.- 2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 11. This resolution, which takes effect immediately, shall be published in summary in Newsday, a newspaper having general circulation in said Town, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.



The question of the adoption of the foregoing resolution was duly put to a vote on roll call which resulted as follows:

\_\_Supervisor Saladino\_\_\_\_VOTING \_\_AYE\_\_  
\_\_Councilwoman Johnson\_\_\_\_VOTING \_\_ABSENT\_\_  
\_\_Councilman Imbroto\_\_\_\_VOTING \_\_AYE\_\_  
\_\_Councilman Hand\_\_\_\_VOTING \_\_AYE\_\_  
\_\_Councilman Labriola\_\_\_\_VOTING \_\_AYE\_\_  
\_\_Councilwoman Maier\_\_\_\_VOTING \_\_AYE\_\_  
\_\_Councilwoman Walsh\_\_\_\_VOTING \_\_AYE\_\_

The resolution was thereupon declared duly adopted.

\* \* \*

AFFIDAVIT OF POSTING

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

I, the undersigned Clerk of the Town of Oyster Bay, Nassau County, New York, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town Board of said Town, including the resolution contained therein, held on January 25, 2022, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

I FURTHER CERTIFY that, [please check one below]

  x   (1) pursuant to Section 103 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public, or

       (2) said meeting was held remotely by conference call, video conference, or other similar means in accordance with the requirements set forth in Chapter 417 of the Laws of 2021.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public notice of the time and place of said meeting to be given to the following newspaper and/or other news media as follows:

Newspaper and/or Other News Media

Date Given

Various publications throughout the  
Town of Oyster Bay


January 21, 2022

I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s) of Posted Notice  
Bulletin board, 1<sup>st</sup> floor 54 Audrey Avenue  
Oyster Bay, NY 11771

Date of Posting  
January 21, 2022

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town on  
February 1, 2022.

  
\_\_\_\_\_  
Town Clerk

(CORPORATE  
SEAL)

30

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## Town of Oyster Bay Inter-Departmental Memo

January 12, 2022

**To:** Memorandum Docket  
**From:** Rob Darienzo, Director of Finance  
**Subject:** 2022 Capital Program – Three Year Equipment

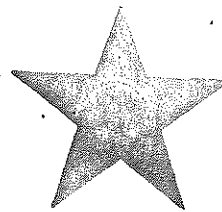
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Town Board action is required to approve the appropriating resolution for the 2022 Capital Program – Three Year Equipment Purchase. Financing will be by the issuance of serial bonds. Bond Counsel will prepare authorizing resolution and forward same to the Office of the Town Attorney.

Thank you.

  
Rob Darienzo  
Director of Finance

RD/rd  
Word/Documents/Docket/2022 3 year



38-2022  
resolution

10604814.258 (1000179864)

At a regular meeting of the Town Board of the Town of Oyster Bay, Nassau County, New York, held at the Town Hall, Audrey Avenue, in Oyster Bay, New York, in said Town, on January 25, 2022, at 7:00 o'clock P.M., Prevailing Time.

The meeting was called to order by Supervisor Saladino, and upon roll being called, the following were

PRESENT: Supervisor Saladino

Councilman Imbroto

Councilman Hand

Councilman Labriola

Councilwoman Maier

Councilwoman Walsh

ABSENT: Councilwoman Johnson

The following resolution was offered by Councilman Imbroto, who moved its adoption, seconded by Councilman Hand, to-wit:

BOND RESOLUTION DATED JANUARY 25, 2022.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$3,520,000 BONDS OF THE TOWN OF OYSTER BAY, NASSAU COUNTY, NEW YORK, TO PAY THE COST OF VARIOUS IMPROVEMENTS TO TOWN-OWNED BUILDINGS AND FACILITIES, IN AND FOR SAID TOWN.

WHEREAS, all conditions precedent to the financing of the capital purposes hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act to the extent required, have been performed; and

WHEREAS, it is now desired to authorize the financing of such capital purposes; NOW, THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of Oyster Bay, Nassau County, New York, as follows:

Section 1. For paying the cost of various improvements to Town-owned buildings and facilities, in and for the Town of Oyster Bay, Nassau County, New York, including incidental expenses in connection therewith, a class of objects or purposes, there are hereby authorized to be issued \$3,520,000 bonds of said Town pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid class of objects or purposes is \$3,520,000, and the plan for the financing thereof is by the issuance of the \$3,520,000 bonds of said Town authorized to be issued pursuant to this resolution.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is ten years pursuant to subdivision ninety of said paragraph a of Section 11.00 of the Local Finance Law, as said class consists of items with a period of probable usefulness of at least ten years under one or more of subdivisions five, six, six-a, eleven, twelve, thirteen, nineteen, twenty, twenty-four, twenty-five, thirty-five or eighty-eight of said paragraph a. It is hereby further determined that the maximum maturity of the bonds authorized will exceed five years.

Reviewed By  
Office of Town Attorney

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of said Town of Oyster Bay, Nassau County, New York, are hereby irrevocably pledged to the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. To the extent such appropriation is not made from other sources, there shall annually be levied on all the taxable real property in said Town a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the Town of Oyster Bay, Nassau County, New York, by the manual or facsimile signature of the Supervisor and a facsimile of its corporate seal shall be imprinted thereon and may be attested by the manual or facsimile signature of the Town Clerk.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Supervisor, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as he shall deem best for the interests of the Town; provided, however, that in the exercise of these delegated powers, he shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Supervisor shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 8. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the Town by the facsimile signature of its Supervisor, providing for the manual countersignature of a fiscal agent or of a designated official of the Town), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Supervisor. It is hereby determined that it is to the financial advantage of the Town not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the Supervisor shall determine.

Section 9. The validity of such bonds and bond anticipation notes may be contested only if:

- (1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or
- (2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- (3) Such obligations are authorized in violation of the provisions of the Constitution.



Section 10. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 - 2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 11. Upon this resolution taking effect, the same shall be published in summary in Newsday, a newspaper having general circulation in said Town, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 12. This resolution is adopted subject to permissive referendum.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call which resulted as follows:

\_Supervisor Saladino\_\_\_\_\_VOTING \_\_AYE\_\_  
\_Councilwoman Johnson\_\_\_\_\_VOTING \_\_ABSENT\_  
\_Councilman Imbroto\_\_\_\_\_VOTING \_\_AYE\_\_  
\_Councilman Hand\_\_\_\_\_VOTING \_\_AYE\_\_  
\_Councilman Labriola\_\_\_\_\_VOTING \_\_AYE\_\_  
\_Councilwoman Maier\_\_\_\_\_VOTING \_\_AYE\_\_  
\_Councilwoman Walsh\_\_\_\_\_VOTING \_\_AYE\_\_

The resolution was thereupon declared duly adopted.

\* \* \*

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

I, the undersigned Clerk of the Town of Oyster Bay, Nassau County, New York, DO  
HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town Board  
of said Town, including the resolution contained therein, held on January 25, 2022, with the original  
thereof on file in my office, and that the same is a true and correct transcript therefrom and of the  
whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

I FURTHER CERTIFY that, [please check one below]

  x   (1) pursuant to Section 103 of the Public Officers Law (Open Meetings Law), said  
meeting was open to the general public, or

       (2) said meeting was held remotely by conference call, video conference, or other  
similar means in accordance with the requirements set forth in Chapter 417 of the Laws of 2021.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public  
notice of the time and place of said meeting to be given to the following newspaper and/or other  
news media as follows:

Newspaper and/or Other News Media

Date Given

Various publications throughout the  
Town of Oyster Bay

January 21, 2022

I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

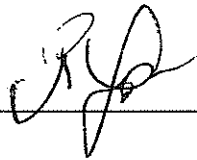
Designated Location(s) of Posted Notice

Bulletin board, 1<sup>st</sup> floor 54 Audrey Avenue  
Oyster Bay, NY 11771

Date of Posting

January 21, 2022

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town  
on February 1, 2022.

  
\_\_\_\_\_  
Town Clerk

(CORPORATE  
SEAL)

31

38

## Town of Oyster Bay Inter-Departmental Memo

January 12, 2022

**To:** Memorandum Docket  
**From:** Rob Darienzo, Director of Finance  
**Subject:** 2022 Capital Program – Improvements to Town Facilities

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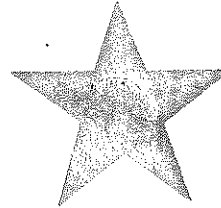
Town Board action is required to approve the appropriating resolution for the 2022 Capital Program – Improvements to Various Town Facilities. Financing will be by the issuance of serial bonds. Bond Counsel will prepare authorizing resolution and forward same to the Office of the Town Attorney.

Thank you.



Rob Darienzo  
Director of Finance

RD/rd  
Word/Documents/Docket/2022 var town fac



39-2022  
resolution

10604814.254 (1000179864)

At a regular meeting of the Town Board of the Town of Oyster Bay, Nassau County, New York, held at the Town Hall, Audrey Avenue, in Oyster Bay, New York, in said Town, on January 25, 2022, at 7:00 o'clock P.M., Prevailing Time.

PRESENT:

Joseph Saladino  
Supervisor

Louis Imbroto  
Councilman

Thomas Hand  
Councilman

Steve Labriola  
Councilman

Laura Maier  
Councilman

Vicki Walsh  
Councilman

Councilman

Resolution No. 39-2022

In the Matter of the Increase and Improvement  
of the Facilities of the Town of Oyster Bay  
Public Lighting District in the Town of Oyster Bay,  
Nassau County, New York

ORDER CALLING PUBLIC HEARING

WHEREAS, the Town Board of the Town of Oyster Bay, Nassau County, New York, has had under consideration the increase and improvement of the facilities of the Town of Oyster Bay Public Lighting District in said Town, consisting of the refurbishing and improvement of facilities in such Public Lighting District, including incidental expenses in connection therewith; and

WHEREAS, the estimated maximum cost to such Public Lighting District of such increase and improvement of facilities is determined to be \$470,000; and

WHEREAS, such cost shall be annually apportioned and assessed upon the several lots and parcels of land within such Public Lighting District in the manner provided by law and levied and collected in an amount sufficient to pay the principal and interest on said bonds as the same become due;

WHEREAS, an environmental analysis has been prepared pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act in connection with such increase and improvement and it has been determined that such increase and improvement will not result in any significant environmental effects; and

WHEREAS, it is now desired to call a public hearing on said proposed increase and improvement of facilities and the estimate of cost, pursuant to Section 202-b of the Town Law;  
NOW, THEREFORE, BE IT

ORDERED, by the Town Board of the Town of Oyster Bay, Nassau County, New York, as follows:

Section 1. A meeting of the Town Board of the Town of Oyster Bay, Nassau County, New York, shall be held at the Town Hall East, 54 Audrey Avenue, Oyster Bay, New York, in said Town, on February 8, 2022, at 10:00 o'clock A.M., Prevailing Time, for the purpose of conducting a public hearing on the proposed increase and improvement of the facilities of the Town of Oyster Bay Public Lighting District in said Town, referred to in the preambles hereof, at which time and place said Town Board will hear all persons interested in the subject thereof concerning the same.

Section 2. The Town Clerk is hereby authorized and directed to cause a notice of said public hearing to be published, at least ten, but not more than twenty, days prior to the public hearing in the Newsday, a newspaper having general circulation in said Town, and posted in the manner prescribed by law, which notice shall be in substantially the following form, to-wit:

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that the Town Board of the Town of Oyster Bay, Nassau County, New York, will meet at the Town Hall East, 54 Audrey Avenue, in Oyster Bay, New York, in said Town, on February 8, 2022, at 10:00 o'clock A.M., Prevailing Time, for the purpose of conducting a public hearing relating to the proposed increase and improvement of the facilities of the Town of Oyster Bay Public Lighting District in said Town, consisting of the refurbishing and improvement of facilities in such Public Lighting District, including incidental expenses in connection therewith, at an estimated maximum cost of \$470,000, at which time and place said Town Board will hear all persons interested in the subject thereof concerning the same. Such cost shall be annually apportioned and assessed upon the several lots and parcels of land within such Public Lighting District in the manner provided by law and levied and collected in an amount sufficient to pay the principal and interest on said bonds as the same become due.

An environmental analysis has been prepared pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act in connection with such increase and improvement of the facilities of the Town of Oyster Bay Public Lighting District and it has been determined that such increase and improvement of the facilities of the Town of Oyster Bay Public Lighting District will not result in any significant environmental effects.

Dated: Oyster Bay, New York  
January 25, 2022

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF OYSTER BAY,  
NASSAU COUNTY, NEW YORK

Richard LaMarca  
Town Clerk

Section 3. This order shall take effect immediately.



The question of the adoption of the foregoing order was duly put to a vote on roll call, which resulted as follows:

\_Supervisor Saladino\_\_\_\_\_VOTING \_\_AYE\_\_  
\_Councilwoman Johnson\_\_\_\_\_VOTING \_\_ABSENT\_  
\_Councilman Imbroto\_\_\_\_\_VOTING \_\_AYE\_\_  
\_Councilman Hand\_\_\_\_\_VOTING \_\_AYE\_\_  
\_Councilman Labriola\_\_\_\_\_VOTING \_\_AYE\_\_  
\_Councilwoman Maier\_\_\_\_\_VOTING \_\_AYE\_\_  
\_Councilwoman Walsh\_\_\_\_\_VOTING \_\_AYE\_\_

The order was thereupon declared duly adopted.

\* \* \* \*

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

I, the undersigned Clerk of the Town of Oyster Bay, Nassau County, New York, DO  
HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town Board  
of said Town, including the order contained therein, held on January 25, 2022, with the original  
thereof on file in my office, and that the same is a true and correct transcript therefrom and of the  
whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

I FURTHER CERTIFY that, [please check one below]

  x   (1) pursuant to Section 103 of the Public Officers Law (Open Meetings Law), said  
meeting was open to the general public, or

       (2) said meeting was held remotely by conference call, video conference, or other  
similar means in accordance with the requirements set forth in Chapter 417 of the Laws of 2021.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public  
notice of the time and place of said meeting to be given to the following newspaper and/or other  
news media as follows:

Newspaper and/or Other News Media

Date Given

Various publications throughout the  
Town of Oyster Bay

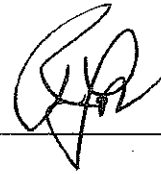
January 21, 2022

I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s) of Posted Notice  
Bulletin board, 1<sup>st</sup> floor 54 Audrey Avenue  
Oyster Bay, NY 11771

Date of Posting  
January 21, 2022

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town  
on February 1, 2022.



Town Clerk

(CORPORATE  
SEAL)

32

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Town of Oyster Bay  
Inter-Departmental Memo

January 12, 2022

**To:** Memorandum Docket  
**From:** Rob Darienzo, Director of Finance  
**Subject:** 2022 Capital Program – Public Hearing – Public Lighting

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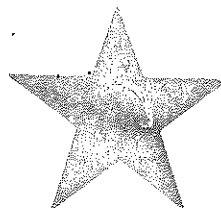
Town Board action is required to approve the resolution calling for a public hearing for Public Lighting District Improvements in the 2022 Capital Program. Bond Counsel will prepare said resolution and forward same to the Office of the Town Attorney.

Thank you.



Rob Darienzo  
Director of Finance

RD/rd  
Word/Documents/Docket/2022 lighting ph



Meeting of January 25, 2022

Resolution No. 41-2022

WHEREAS, pursuant to duly published notice, a hearing was held before the Town Board on January 25, 2022, to present Contracts for Fire Protection, as follows:

For the calendar year 2022:

<u>FIRE COMPANY</u>	<u>FIRE PROTECTION DISTRICT</u>	<u>AGREED PER ANNUM AMOUNT NOT TO EXCEED</u>
1. Bayville Fire Company No. 1, Inc.	Bayville	\$ 34,715.00
2. Glenwood Hook & Ladder Engine and Hose Co. No. 1, Inc.	Glenwood-Glen Head	\$ 834,400.00
3. Inc. Village of Farmingdale for the Farmingdale Fire Department	North East Farmingdale	\$ 125,912.00
4. Plainview Volunteer Fire Department, Inc.	Plainview	\$ 5,088,467.00
5. Roslyn Highlands Hook & Ladder, Engine and Hose Company Inc.	Greenvale	\$ 16,182.00
6. Rescue Hook & Ladder Co. #1 (aka Roslyn Rescue)	Greenvale	\$ 16,552.00
7. Bayville Fire Company No. 1, Inc.	for certain territory Located in Bayville	\$ 7,545.00
8. Wantagh Fire District	for Town-owned property known as TOBAY Beach	\$ 8,000.00

WHEREAS, the Town of Oyster Bay is the Sponsor of the Plainview Volunteer Fire Department, Inc. Length of Service Award (LOSAP) Program, and the Town's contribution for which, for 2022, is estimated not to exceed \$250,000.00; and

WHEREAS, the Town of Oyster Bay is a member of the Joint Sponsoring Board of the Glenwood Hook & Ladder, Engine and Hose Co. No. 1, Inc./Glenwood-Glen Head Fire Protection District Length of Service Award (LOSAP) Program, and the Town's contribution for which, for 2022, is estimated not to exceed \$225,000.00; and

WHEREAS, the Town of Oyster Bay is a member of the Joint Sponsoring Board of the Roslyn Volunteer Firefighter Service Award Program/Greenvale Fire Protection District Length of Service Award (LOSAP) Program, and the Town's contribution for which, for 2022, is estimated not to exceed \$10,000.00; and

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

WHEREAS, the Town of Oyster Bay's proportionate cost of the Volunteer Firefighter Benefit Law Insurance Policy covering the Roslyn Highlands Hook & Ladder, Engine and Hose Company Inc., and the Rescue Hook & Ladder Co. #1 for 2022, is estimated not to exceed \$10,000.00; and

WHEREAS, the Town of Oyster Bay's proportionate cost of the Volunteer Firefighter Benefit Law Insurance Policy covering the Bayville Fire Company No. 1, Inc. for 2022, is estimated not to exceed \$10,000.00; and

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 to December 31, 2022, nunc pro tunc,

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 as of January 1, 2022, nunc pro tunc, and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment, in an amount not to exceed those detailed herein, for the listed Contracts and for LOSAP payments, with funds to be drawn from Account Nos. TWN SF 3410 44910 000 0000, TWN SF02 3410 44910 000 0000, TWN SF09 3410 44910 000 0000, TWN SF14 3410 44910 000 0000, TWN SF15 3410 44910 000 0000, PKS A 7110 44900 000 0000, and PKS A 7110 44900 000 0000, as appropriate, upon submission of a duly certified claim, after audit.

-#-

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

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

Meeting of January 25, 2022

Resolution No. 44-2022

WHEREAS, by memorandum dated January 25, 2022, Frank M. Scalera, Town Attorney and Paul S. Ehrlich, Deputy Town Attorney recommended that pursuant to New York State Town Law Sections 25 and 116, and the New York State Public Officers Law Section 11, the Town Board procure insurance in lieu of the undertaking requirement for Town elected, officers and employees; and

WHEREAS, pursuant to the Town Procurement Policy the Town Attorney's Office issued a Request for Proposals to eleven insurance brokers for quotes for premiums for Public Officials & Employees Liability Insurance, and posted the RFP on the Town's website, and received inquiries from multiple brokers and a proposal from one broker with responses from ten (10) insurance carriers; and

WHEREAS, the Office of the Town Attorney received and reviewed the proposals received, and Frank M. Scalera, Town Attorney and Deputy Town Attorney Ehrlich, by said memorandum, recommended that based on compliance with the Town's procurement policy, the policy offered by Greenwich Insurance Company, through Salerno Brokerage Corp., be selected, at a premium of \$194,628.00, for the period January 28, 2022 to January 28, 2023, with funds to be drawn from Account No. TWN AMS 1910 43010 603 0000 000; and

WHEREAS, the Inspector General has reviewed the RFP and the proposed vendor's disclosure questionnaire and is satisfied that the Procurement Policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and that the Office of the Town Attorney is hereby authorized to secure the Town's Public Officials & Employees Liability Insurance coverage from Greenwich Insurance Company through Salerno Brokerage Corp., at a premium of \$194,628.00, for the period January 28, 2022 to January 28, 2023, with funds to be drawn from Account No. TWN AMS 1910 43010 603 0000 000; and be it further

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

-#-

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