

Reviewed By
Office of Town Attorney

Meeting of March 21, 2023

Resolution No. TF-4-2023

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

ITEM NO.	DEPT.	AMOUNT	FROM
007-23	DER	\$ 8,500.00	DER A 8090 46350 000 0000
		\$ 8,500.00	TO DER A 8090 23000 000 0000
008-23	IGA	\$ 140,297.75	INCREASE IGA CD 0001 02170 000 CD22
		\$ 140,297.75	INCREASE IGA CD 8668 48290 000 CD22
009-23	SAN	\$ 61,800.00	FROM SAN SR05 8160 46530 000 0000
		\$ 61,800.00	TO SAN SR05 8160 47690 000 0000
010-23	OTA	\$ 413.62	FROM OTA A 1420 44110 000 0000
		\$ 413.62	TO OTA A 1420 41300 000 0000
012-23	PKS	\$ 600.00	FROM PKS SP07 7180 46300 000 0000
		\$ 600.00	TO PKS SP07 7180 42000 000 0000
013-23	OTA	\$ 275.00	FROM OTA A 1420 44110 000 0000
		\$ 275.00	TO OTA A 1420 25000 000 0000
014-23	OTA	\$ 900.00	FROM OTA A 1420 44110 000 0000
		\$ 900.00	TO OTA A 1420 41300 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	Absent
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

Meeting of March 21, 2023
RESOLUTION P-7-2023
WHEREAS, The 2023 Budget, adopted October 25, 2022 established the titles and salaries of officers and employees of the Town of Oyster Bay pursuant to Section 27 of Town Law, and other Local Laws relating to the establishment of Town Departments, and Rules and Regulations governing appointments, etc., of employees; and
WHEREAS, The adoption of said 2023 Budget, on October 25, 2022, was by a Resolution of the Town Board; and
WHEREAS, Resolution #P1063, dated December 12, 1972, provides a procedure for the amendment of the Resolution establishing grades, salaries and titles as required and requested by Department Heads,
NOW, THEREFORE, BE IT RESOLVED, That the Budget as adopted be and hereby is amended to reflect the approved additions and deletions as indicated by the attached.

APPROVED

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

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

Town of Oyster Bay
Inter-Departmental Memo

TO: Memorandum Docket

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

DATE: March 2, 2023

SUBJECT: Transfer of Funds

Town Board authorization is requested to transfer the following funds:

<u>Account No.</u>	<u>Object Description:</u>	<u>Amount:</u>
From: DER A 8090 46350 000 0000	Bay Management Program	\$ 8,500.00
To: DER A 8090 23000 000 0000	Other Equipment	\$ 8,500.00

This transfer is necessary to purchase motors for the Floating Upweller System (FLUPSY's) devices that are located at the Shellfish Hatchery.



Louis G. Savinetti
Commissioner

LGS/lc

cc: Town Attorney
Steven Ballas, Comptroller

Town of Oyster Bay
Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Frank V. Sammartano, Commissioner
Intergovernmental Affairs

DATE: March 1, 2023

SUBJECT: Transfer of Funds

Increase


IGA CD 0001 02170 000 CD22 \$ 140,297.75
(Community Development Income General)

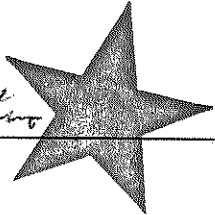
Increase

IGA CD 8668 48290 000 CD22 \$ 140,297.75
(Public Housing Rehabilitation)

JUSTIFICATION

The above increase is respectfully requested in order to expend funds received from the Deferred Loan Program. These funds are to be utilized within the Community Development Block Grant Program. These particular funds will be utilized for a flooring project being undertaken at various Town of Oyster Bay Housing facilities.

For
 Frank V. Sammartano
Frank V. Sammartano
Commissioner



FVS/PA

Town of Oyster Bay
Inter-Departmental Memo

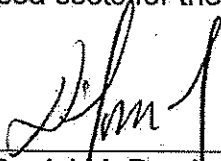
March 2, 2023

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

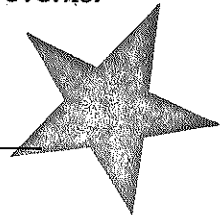
The Department of Sanitation requests Town Board authorization to transfer the following funds:

From:	SAN SR05 8160 46530 000 0000	Sanitation Transport	\$61,800.00
To:	SAN SR05 8160 47690 000 0000	Stop Program	\$61,800.00

This transfer is necessary to cover increased costs for the S.T.O.P. Program events.



Daniel M. Pearl
Commissioner
Sanitation Department



DMP/tml
cc:
Steven Ballas, Comptroller

Docket memo transfer of funds for STOP Program 2023 .doc

Town of Oyster Bay
Inter-Departmental Memo

TO : MEMORANDUM DOCKET
FROM : OFFICE OF THE TOWN ATTORNEY
DATE : March 3, 2023
SUBJECT: TRANSFER OF FUNDS

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

FROM:

OTA A 1420 44110 000 0000 (Legal Fees) \$413.62

TO:

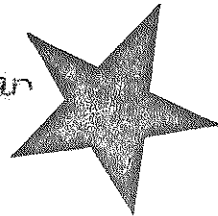
OTA A 1420 41300 000 0000 (Office Supplies) \$413.62

Justification: To cover the costs of Matthew Bender & Co. and
Looseleaf Law.

FRANK M. SCALERA
TOWN ATTORNEY

Elizabeth A. Faughnan

Elizabeth A. Faughnan
Deputy Town Attorney



EAF:mek

Town of Oyster Bay Inter-Departmental Memo

March 6, 2023

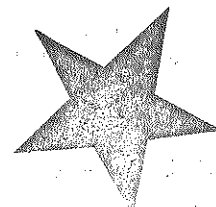
To: Memorandum Docket
From: Rob Darienzo, Director of Finance
Subject: Transfer of Funds

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

Increase:							
TWN	A	0001	03005	000	0000	State Aid – Mortgage Tax	\$ 2,000,000.00
Increase:							
DIG	A	1345	46410	000	0000	IT Maintenance	\$ 2,000,000.00

Thank you.


Rob Darienzo
Director of Finance



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

TOWN OF OYSTER BAY
Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner
Department of Parks

DATE: March 13, 2023

SUBJECT: 2023 Transfer of Funds

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

FROM:

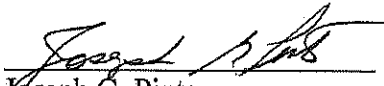
PKS-SP07-7180-46300-000-0000	Building, Property Maintenance	\$600.00
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TO:

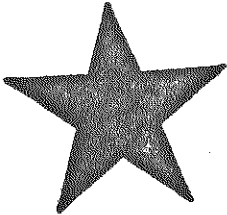
PKS-SP07-7180-42000-000-0000	Heating Fuel	\$600.00
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This transfer request is to provide funds necessary to pay heating fuel expenses.

JGP:jpb



Joseph G. Pinto
Commissioner



Town of Oyster Bay
Inter-Departmental Memo

TO : MEMORANDUM DOCKET
FROM : OFFICE OF THE TOWN ATTORNEY
DATE : March 16, 2023
SUBJECT: TRANSFER OF FUNDS

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

FROM:

OTA A 1420 44110 000 0000 (Legal Fees) \$275.00

TO:

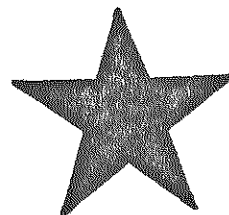
OTA A 1420 25000 000 0000 (General Equipment) \$275.00

Justification: To cover the costs of chairs from W.B. Mason.

FRANK M. SCALERA
TOWN ATTORNEY

Elizabeth A. Faughnan
Elizabeth A. Faughnan
Deputy Town Attorney

EAF:mek



Town of Oyster Bay
Inter-Departmental Memo

TO : MEMORANDUM DOCKET
FROM : OFFICE OF THE TOWN ATTORNEY
DATE : March 15, 2023
SUBJECT: TRANSFER OF FUNDS

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

FROM:

OTA A 1420 44110 000 0000 (Legal Fees) \$900.00

TO:

OTA A 1420 41300 000 0000 (Office Supplies) \$900.00

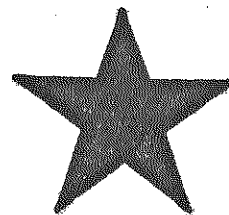
Justification: To cover the cost of Matthew Bender & Co.

FRANK M. SCALERA
TOWN ATTORNEY

Elizabeth A. Faughnan

Elizabeth A. Faughnan
Deputy Town Attorney

EAF:mek



Reviewed By
Office of Town Attorney
Elizabeth A. Taughen

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated February 23, 2023, requested Town Board authorization to present the 2023 Drive-In Holiday Experience at Marjorie R. Post Community Park, Massapequa, New York 11758, dates to be determined, a family-friendly, drive-in event which will include festive lighting displays, a walk-thru Holiday Village, an interactive movie, winter sing-a-longs and giveaways, the presentations of which will be repeated throughout each evening of the event, for Town of Oyster Bay residents only, with advanced registration required; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, informed that the total cost of this event shall not exceed \$70,000.00, and that the necessary products and services shall be procured through the Department of General Services' Purchasing Division, with sound, lighting, movie, carnival and drive-in equipment to be provided by EKO Productions, Brilliance Event Productions and Dynamic Entertainment, Inc., under previously authorized agreements; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further informed that funding is available in Account Nos. CYS A 7020 47660 000 0000, Special Events, CYS A 7020 45100 000 0000, Equipment Rental, and CYS A 7020 41800 000 0000, Recreational Supplies, and shall be supplemented by Friends of the Community Service Department, Inc.,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of Community and Youth Services is hereby authorized to present the 2023 Drive-In Holiday Experience at Marjorie R. Post Community Park, Massapequa, New York 11758, as set forth above, dates to be determined, for a total cost which shall not exceed \$70,000.00; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account Nos. CYS A 7020 47660 000 0000, Special Events, CYS A 7020 45100 000 0000, Equipment Rental, and CYS A 7020 41800 000 0000, Recreational Supplies, and shall be supplemented by Friends of the Community Service Department, Inc.; be it further

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

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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	Absent
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

TOWN OF OYSTER BAY
Inter-Departmental Memorandum

February 23, 2023

TO: Memorandum Docket

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

SUBJECT: 2023 Drive-In Holiday Experience

The Department of Community and Youth Services is requesting Town Board authorization to present the 2023 Drive-In Holiday Experience at Marjorie R. Post Community Park in Massapequa. Dates to be determined.

This family friendly drive-in event will include festive lighting displays, a walk-thru Holiday Village, an interactive movie, winter sing-a-longs and giveaways. This free event is for Town of Oyster Bay residents only and advanced registration will be required.

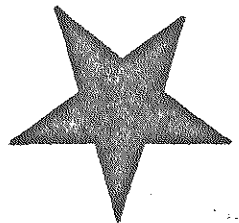
The total cost for the event shall not exceed \$70,000. The necessary products and services will be procured through the Purchasing Division. Sound, lighting, movie, carnival and drive-in equipment will be provided by EKO Productions, Brilliance Event Productions and Dynamic Entertainment, Inc. under previously authorized agreements. All three vendors have been vetted through the Exiger System and the Inspector General is satisfied that the Town's procurement policy requirements have been met.

Funding will be available in account nos. CYS A 7020 47660 000 0000 Special Events, CYS A 7020 45100 000 0000 Equipment Rental and CYS A 7020 41800 000 0000 Recreational Supplies once a transfer of funds has been completed. The funds will be supplemented by *Friends of the Community Service Department, Inc.*

Therefore, it is respectfully requested that the Town Board authorize the Department to present the 2023 Drive-In Holiday Experience.


Maureen A. Fitzgerald
Commissioner

MAF:kf



Reviewed By
Office of Town Attorney
Patsy R. Healy

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated February 23, 2023, requested Town Board authorization to present the 2023 "Art in the Park", at Theodore Roosevelt Memorial Park & Beach, Oyster Bay, from 12:00 a.m. to 4:00 p.m., on Saturday, May 20, 2023 (with a rain date of Sunday, May 21, 2023), free of charge to the public, and featuring local artists and artisans who will provide hand-crafted goods for display and sale, including ceramics, jewelry, paintings, and photography; and also featuring live music, food trucks and children's activities, with the event subject to the following terms and conditions:

1. A \$25.00 artist participant fee shall be collected to guarantee each vendor a spot, and the funds collected shall be deposited in Account No. CYS A 001 02001 511 0000;
2. Both the Town of Oyster Bay, and the Department of Community and Youth Services, reserve the right to refuse any vendor, exhibitor and/or media-based organization, for any reason; particularly if a vendor, exhibitor and/or media-based organization, does not properly serve the event, or the public in attendance;
3. The Town's responsibility for the cost of the event shall not exceed the amount of \$5,000.00;
4. Purchase and/or service orders related to this event shall be procured through the Purchasing Division of the Department of General Services pursuant to the Town of Oyster Bay Procurement Policy and charged to an appropriate account;
5. Carnival Equipment shall be provided by "Dynamic Events", via a service order, through the Purchasing Division of the Department of General Services.
6. Funds for said payments shall be drawn from Account No. CYS A 7020 41800 000 0000, *Recreational Supplies*, and Account No. CYS A 7020 45100 000 0000, *Equipment Rental*;
7. Any and all other additional costs for the event shall be supplemented by the *Friends of the Community Service Department, Inc.*;
8. Food and beverages shall be available to the public for purchase, and the Department of Community and Youth Services reserves the right to utilize the current Town concessionaire(s); and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further requested that the Town Board waive the provisions of the Code of the Town of Oyster Bay, Part II, "General Legislation", Chapter 82, "Alcoholic Beverages", Sections 82-3 A., B. and C., "Prohibitions", in the location and for and the duration of the event; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further requested that the Town Board waive the provisions of the Code of the Town of Oyster Bay, Part II, "General Legislation", Chapter 168, "Parks and Recreation", Article I, "General Provisions", Section 168-22, "Alcoholic Beverages", in the location and for and the duration of the event; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further requested that the Town Board authorize the Commissioner of the Department of Community and Youth Services, or her duly appointed designee, to sign a contract with Mr. Gene Casey, P.O. Box 794 Greenport, New York 11944, to provide live music for the event, for an amount not to exceed \$2,500.00, with the funds for said payment to be drawn from Account No. CYS A 7020 47660 000 0000, *Special Events*; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further advised that the proposed vendor has been vetted through the Town's Exiger System, that the Office of the Inspector General has reviewed the proposed vendor's disclosure questionnaire, and has been satisfied that the Town of Oyster Bay Procurement Policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, that the requests as hereinabove set forth are hereby accepted and approved, and the Department of Community and Youth Services is hereby authorized to present the "Art in the Park", to be held at Theodore Roosevelt Memorial Park & Beach, Oyster Bay, from 12:00 p.m. to 4:00 p.m., on Saturday, May 20, 2023 (with a rain date of Sunday, May 21, 2023), free of charge to the public, and featuring local artists and artisans who will provide hand-crafted goods for display and sale, including ceramics, jewelry, paintings, and photography; and also featuring live music, food trucks and children's activities, subject to the foregoing terms and conditions; and be it further

RESOLVED, That the Town Board hereby waives the provisions of the Code of the Town of Oyster Bay, Part II, "General Legislation", Chapter 82, "Alcoholic Beverages", Sections 82-3 A., B. and C., "Prohibitions", in the location and for and the duration of the event; and be it further

RESOLVED, That the Town Board hereby waives the provisions of the Code of the Town of Oyster Bay, Part II, "General Legislation", Chapter 168, "Parks and Recreation", Section 168-22, "Alcoholic Beverages", in the location and for and the duration of the event; and be it further

RESOLVED, That the Commissioner of the Department of Community and Youth Services, or her duly appointed designee, is hereby authorized to sign a contract with Mr. Gene Casey, to provide live music for the event, for an amount not to exceed \$2,500.00; and be it further

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

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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	Absent
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

TOWN OF OYSTER BAY
Inter-Departmental Memorandum

February 23, 2023

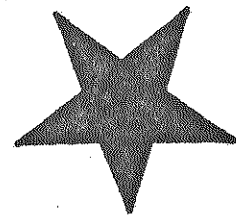
TO: Memorandum Docket
FROM: Maureen A. Fitzgerald, Commissioner
Department of Community and Youth Services
SUBJECT: 2023 Art in the Park

The Department of Community and Youth Services is requesting Town Board authorization to present the 2023 Art in the Park. Art in the Park is scheduled to be held on Saturday, May 20, 2023 (rain date: Sunday, May 21, 2023) from 12:00 PM to 4:00 PM at Theodore Roosevelt Memorial Park & Beach in Oyster Bay. If approved, this event will be free to the public and will feature local artists and artisans who will provide hand-crafted goods on display and for sale. These items include ceramics, jewelry, paintings, photography and more. This family-friendly event will also include live music, food trucks and activities for kids.

A \$25.00 artist participant fee will be collected to guarantee each vendor a spot. The funds collected shall be deposited in Account CYS A 001 02001 511 0000. The Town of Oyster Bay and the Department of Community and Youth Services reserves the right to refuse any vendor, exhibitor and/or media based organization, for any reason, that it deems does not properly serve said event and/or the public in attendance.


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

Additionally, the Department of Community and Youth Services requests Town Board authorization to sign a contract with Gene Casey located at PO Box 794 Greenport, NY 11944 who will provide live music. This vendor has been vetted through the Exiger System and the Inspector General is satisfied that the Town's procurement policy requirements have been met. The fee for this performance is \$2,500 and the funds are available in Account CYS A 7020 47660 000 0000, *Special Events*.

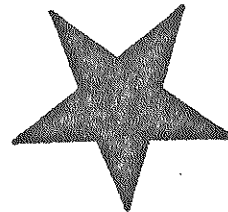


The Town's responsibility for the cost of this event will not exceed \$5,000.00. Funding is available in account CYS A 7020 41800 000 0000, Recreational Supplies and CYS A 7020 45100 000 0000, Equipment Rental. Purchase or service orders related to this event shall be procured through the Purchasing Division pursuant to the Town's Procurement Policy and charged to an appropriate account. Carnival equipment will be provided by Dynamic Events via a service order through the Purchasing Division. Any additional costs will be supplemented by *Friends of the Community Service Department, Inc.*

Therefore, it is respectfully requested that the Town Board authorize the Department to present the 2023 Art in the Park and permit the Town to enter into an agreement, as negotiated and approved by the Town Attorney's Office. It is further requested that the Town Board authorize the Supervisor and/or his designee to execute said agreement.


Maureen A. Fitzgerald
Commissioner

MAF:kf
Attachment



WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated February 23, 2023, requested Town Board authorization to retain the services of Sharon Pearsel, 4486 Crayton Road, Naples, Florida 34103, to adjudicate for the "Suburban Art League Annual Open Show" for the Town of Oyster Bay Awards; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further advised that the judging will take place on Friday, May 26, 2023 at the Oyster Bay Historical Society; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further advised that the fee for Ms. Pearsel is \$150.00 and said funds are available in Account CYS A 7020 47660 000 0000, Special Events; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further advised that in accordance with Guideline 5 of the Town's Procurement Policy, this fee for adjudication is exempt from the solicitation, written proposal or quotation requirements of the Town's Procurement Policy; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further advised that Ms. Pearsel has been vetted through the Exiger System and the Inspector General is satisfied that the Town's Procurement Policy requirements have been met,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved and the Department of Community and Youth Services is authorized to retain the services of Sharon Pearsel, 4486 Crayton Road, Naples, Florida 34103, to adjudicate the "Suburban Art League Annual Open Show" for the Town of Oyster Bay Awards, in an amount of \$150.00; 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, the funds for said payment to be drawn from *Special Events* Account No. CYS A 7020 47660 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 IHand	Aye
Councilman Labriola	Absent
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

Reviewed By
Office of Town Attorney

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

February 23, 2023

TO: Memorandum Docket

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


SUBJECT: Adjudicate "Suburban Art League Annual Open Show"

The Department of Community and Youth Services respectfully requests Town Board authorization to employ the services of the judge identified below to adjudicate for the "Suburban Art League Annual Open Show" for the Town of Oyster Bay Awards.

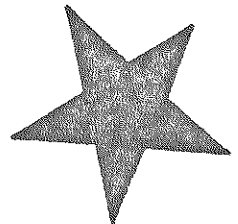
Sharon Pearsel
4486 Crayton Road
Naples, Florida 34103
(516) 297-6527
sharonp105@hotmail.com

The judging will take place on Friday, May 26, 2023 at the Oyster Bay Historical Society. The fee for Sharon Pearsel is \$150.00 and funds are available in Account CYS A 7020 47660 000 0000, Special Events. In accordance with Guideline 5, Section b. of the Town Procurement Policy, this fee for adjudication is exempt from solicitation, written proposal or quotation requirements of the policy. The vender has been vetted through the Exiger System and the Inspector General is satisfied that the Town's Procurement Policy requirements have been met.

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:kf
Attachment



WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated February 24, 2023, requested Town Board authorization to implement the attached 2023 Harry Tappen/Theodore Roosevelt Marinas Spring, Summer and Fall fee schedule for the 2023 season,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of Parks is hereby authorized to implement the attached 2023 Harry Tappen/Theodore Roosevelt Marinas Spring, Summer and Fall fee schedule for the 2023 season.

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7/AS
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	Absent
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

TO: MEMORANDUM DOCKET

FROM: JOSEPH G. PINTO, COMMISSIONER OF PARKS

DATE: FEBRUARY 24, 2023

SUBJECT: 2023 HARRY TAPPEN / THEODORE ROOSEVELT MARINAS
SPRING, SUMMER & FALL FEE SCHEDULE

It is requested that Town Board approval be given to implement the attached Harry Tappen/Theodore Roosevelt Marinas Spring, Summer, and Fall fee schedule for the 2023 season.

The fees, rules and regulations shall remain unchanged with the following exceptions:

Fees

Theodore Roosevelt Marina

- Residents 20' and up - Slip fees decrease from \$110.00 per foot to \$100 per foot

Tappen Marina

- Residents - 14' to 17' - decrease from \$60.00 per foot to \$55.00 per foot
- Residents - 18' to 24' - decrease from \$80.00 per foot to \$65.00 per foot
- Residents - 25' and up - decrease from \$90.00 per foot to \$80.00 per foot

Terms and Conditions

- Updated terms and conditions are contained within pages 3 through 5.

The fees, rules and regulations shall remain unchanged and shall be in effect up to and until they are amended or modified by the Town Board upon recommendation by the Commissioner of Parks.

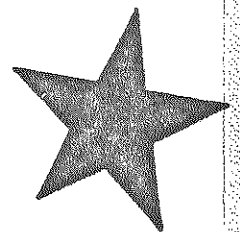

JOSEPH G. PINTO, COMMISSIONER
PARKS DEPARTMENT

JGP:db

Att.

cc: Town Attorney

Gino Lunghi, Parks Accounting



HARRY TAPPEN/THEODORE ROOSEVELT MARINAS
SPRING, SUMMER AND FALL FEE SCHEDULE - 2023

Seasonal Marina Fees:

Roosevelt Marina

Resident - 20' and up - includes electric - \$100.00 per foot

Tappen Marina

Resident - 14' to 17' - includes electric - \$55.00 per foot

Resident - 18' to 24' - includes electric - \$65.00 per foot

Resident - 25' and up - includes electric - \$80.00 per foot

Prorate fee:

Persons who are contacted by the Beach Division office on or after July 17, 2023, for slip availability will be eligible for a prorated fee. The fee schedule will be as follows:

July 17 - August 16 20%

August 17 - September 16 40%

September 17 - October 16 60%

October 17 - November 17 80%

Senior Citizen Discount:

Persons who were born on or before November 14, 1963 are entitled to a discount of 10% on their marina fees based upon the submission of the following documentation during the application process:

- Valid NYS Driver's License with residency in the Town of Oyster Bay
- Copy of a current year Town of Oyster Bay Tax Bill and one utility bill; renters may submit a notarized lease agreement and two utility bills

The Department of Parks will reserve two boats slips at Harry Tappen Marina and one slip at Theodore Roosevelt Memorial Marina for use by the Nassau County Police Marine Bureau at no charge.

Transient Fee (*Tappen Marina only*):

1) Weekly

Resident 20 foot and under - \$85.00 per week

Over 20 foot - \$150.00 per week

Non-resident 20 foot and under - \$150.00 per week

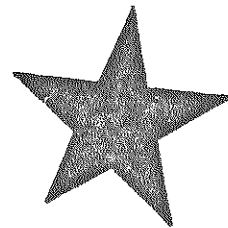
Over 20 foot - \$200.00 per week

- a) Minimum payment is for a seven (7) day period.
- b) Weekly transient fee is valid from June 1, 2023 until November 12, 2023. Maximum length of stay is any combination of four (4) weeks.
- c) Vessels must vacate the marina by 8 a.m. on the day after their authorization has expired.
- d) All payments must be made at Town Hall South.
- e) The Parks Department reserves the right to have any transient vessel vacate the marina after a seven (7) day stay.

2) Daily

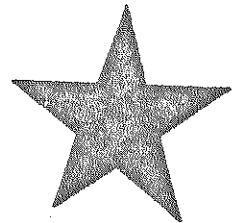
Resident and Non-Resident - \$20.00

- a) This rate will be applied to all boats from sunup to sundown or any portion thereof.
- b) This fee will be applied from April 10, 2023 to November 12, 2023



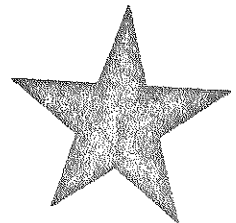
HARRY TAPPEN/ THEODORE ROOSEVELT MARINAS
TERMS AND CONDITIONS

- 1) All vessels and boating equipment docked, berthed, located or left at Town Facilities are left at the sole risk of the owner of said boats or equipment. Permission to dock, berth, locate or leave such property is conditioned upon the owner's acceptance of said risk. All vessel and boat equipment owners are reminded to obtain adequate insurance before making use of Town facilities and shall provide a copy of such policy and expiration date to the Beaches Division upon request.
- 2) Tenants are prohibited from attaching any device or hardware to any dock, pole or stanchion.
- 3) The licensee expressly assumes all risk of loss due to damages, theft, vandalism, or accident to their property while berthed in the marina and expressly releases the Town of Oyster Bay, its agents, officers, and employees from any and all claims whatsoever for loss, damage, fire, theft, or accident to their property.
- 4) Upon assignment of boat slip, which is for the exclusive use of the licensee, said boat slip shall not be transferable to another person or to another vessel.
- 5) The security that is provided at the marinas is for the protection of Town property. The Town does not assume responsibility for damage done to boating equipment or vessels docked at Town marinas.
- 6) De-icing equipment, if installed, will be operated by the Town of Oyster Bay for preservation of Town property and not the protection of vessels in the marina. De-icing equipment may be installed and operated by an owner at his/her sole risk. The facility manager must give prior approval for any personal de-icing equipment.
- 7) Once a vessel is assigned a slip in a category, only that vessel may occupy said slip. The only change in slip assignment permitted will be those that involve slips in the applicant's authorized category size. The change in slip assignment will only be made through the Beaches Division.
- 8) A tenant that wishes to place a different vessel in his/her assigned slip will be permitted to do so only under the following conditions:
 - a) The vessel's overall length must fall within the original category size (for example in the 26-31 foot category, the different vessel cannot be less than 26 feet or more than 31 feet in overall length).
 - b) The tenant has ownership of the new vessel and they remain the primary owner.
- 9) A tenant may not:
 - a) Own or be co-owner of more than one vessel which occupies a slip in either north shore marina.
 - b) Trade up or down in vessel size that takes them out of their category
 - c) Transfer ownership to other persons (full or part) and maintain current slip
- 10) Tenants are required to have a copy of their current and valid New York State Registration, NYS Certificate of Title or Coast Guard Documentation on file at all times



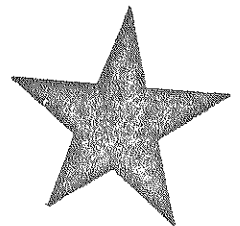
HARRY TAPPEN/ THEODORE ROOSEVELT MARINAS
TERMS AND CONDITIONS CONTINUED

- 11) All vessels occupying a Town Marina must possess a valid New York State Registration. United States Coast Guard documentation cannot be used in place of a New York State vessel registration. Temporary registrations will not be accepted.
- 12) All vessels shall occupy the slip assigned, in a manner acceptable to the facility manager. The facility manager reserves the right to replace existing lines or install additional lines at his or her discretion, for the safety of the vessel or the marina. However, the Town of Oyster Bay assumes no obligation or responsibility.
- 13) In the event of an emergency or repairs, the Commissioner of Parks is authorized to notify and order boaters to move their boats to areas as assigned by the facility manager.
- 14) The Tenant shall notify the Beaches Division of all work to be done on the Tenant's Vessel and shall provide the Marina with the names of the individuals ("Contractors") prior to commencing any work on said Vessel and proof insurance coverage shall be provided to the Marina prior to commencing the work.
- 15) All deadlines for receipt of various documents, required deposits, and final payment must be met. No extensions will be granted. Failure to do so will result in the revocation of the tenant's assigned slip.
- 16) Bills must be paid on or before their due date, failure to do so will result in a daily \$50 penalty fee. Any late charges and legal fees incurred in collecting any sums due will be added to the balance due.
- 17) The boat slip licensees are under the express stipulation that the licensee shall not sub-lease or assign such space to anyone.
- 18) All requests for refunds must be made in writing and mailed or emailed to the Parks Department's main office.
- 19) Any false statement contained on the marina application shall constitute grounds for revocation of the assigned slip.
- 20) All rules and regulations governing the use of Town marinas shall be established by the Commissioner of Parks.
- 21) Violation of any of the rules and regulations governing the use of the marina area shall constitute grounds for revocation of slip assigned. No refunds of fees upon revocation of assigned slip.
- 22) Cleaning of fish should be done on the Vessel or at home, not on the docks. The disposal of fish waste on the marina dock in or around a slip is prohibited and will be considered littering. Any person(s) committing an offense shall be guilty of a violation and punishable by a fine.
- 23) Docks and walkways are to be kept clear. Items stored near a Vessel's slip are required to be in marine certified dock boxes that do not impede access. Vessel owners should store covers in their dock boxes or on board. Boaters may not store dinghies, supplies, debris, or other materials.
- 24) Scraping, painting, and sanding of vessels is strictly prohibited. The extent of other vessel maintenance shall be at the discretion of the facility manager.



HARRY TAPPEN/ THEODORE ROOSEVELT MARINAS
TERMS AND CONDITIONS CONTINUED

- 25) In the event of an emergency, during the owner's absence, the facility manager reserves the right to board the vessel and do whatever is necessary to prevent the vessel from sinking and to ensure the safety of the marina.
- 26) The use of electric power is not permitted aboard the vessel unless the owner is aboard.
- 27) All boats equipped with burglar systems are required to leave a key with the facility manager.
- 28) Use of an electric heater in an unattended boat is prohibited.
- 29) The use of wood, coal, kerosene, or alcohol stoves is strictly prohibited on any boat while berthed in the marina.
- 30) All boaters who plan to live on their boats 72 hours or longer, while the vessel remains in the marina must obtain written permission from the Commissioner of Parks.
- 31) Violation of any of the rules and regulations governing the use of the marina area shall constitute grounds for revocation of slip assigned. No refunds of fees upon revocation of assigned slip.
- 32) All Town of Oyster Bay Ordinances are to be observed, with a concentration on the following:
- **168-5** - Any persons using a Town Facility shall conduct themselves in an orderly manner and shall endeavor to cause no discomfort or inconvenience to any other person or patron.
 - **168-12** - Swimming is prohibited in the Marina.
 - **168-17** - Open fires and barbecuing on vessels or docks is prohibited. Barbecuing permitted in designated areas only. No fuel except for charcoal or Sterno (gel chafing fuel) may be used.
 - **168-19** - Absolutely no animals of any kind are permitted in any Town of Oyster Bay Park, beach, or boating facility.
 - **168-27.1** - Any person committing an offense prohibited by a Town of Oyster Bay Ordinance OR these rules and regulations shall be subject to a fine of not less than \$250.00 and/or loss of all present and future boat basin privileges. Summonses will be issued to vessel owners who have not paid the required fee.
 - **241-38** - Discharge of materials which may endanger lives or property or the quality of water or the quality of aquaculture or the quality of the environment shall be prohibited. The discharge, in any quantity, of any oil, gasoline, paint, solvent, paint thinner, lubricant, hydrocarbon materials, untreated sewage, litter, pollutants, or any similar type of materials in the waters of the Town of Oyster Bay is prohibited. Violation of either one of these ordinances shall be a misdemeanor and the violator subject to severe fines and loss of all rights to use the boat basin.
 - **241-43** - No motor vessel shall be attached to any mooring, pier, float, or dock or operated in waters of the Town of Oyster Bay except if it has a current registration issued by the State of New York, unless its stay is under seventy-two (72) hours.



DINGHY/ KAYAK RACK OPERATIONS AND FEE SCHEDULE

Seasonal Rental of Dinghy/ Kayak Racks:

The season shall begin on April 1, 2023 and end on December 31, 2023.

Residents - \$200.00

Non-resident - \$300.00

Limit one vessel per rack except for kayaks, limit two kayaks per rack.

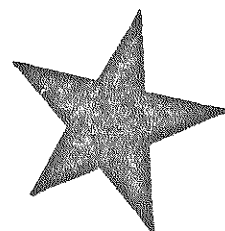
Upon assignment of rack rental, which is for the exclusive use of the licensee, said rack rental shall not be transferable to another person or to another vessel.

Any vessel remaining in a rack after December 31, 2023, will be charged a penalty fee of \$50 per day.

Vessels must be secured in their assigned rack and not pose danger to any passersby. Lessees are responsible for providing their own locks or locking device.

The Town reserves the right to cut any lock or locking device and remove any vessel at the expense of the lessees, under any condition it deems necessary.

The Commissioner of Parks reserves the right to amend the above for the benefit of operations.



WHEREAS, Dennis Wall has requested to donate a memorial plaque to be placed on a new bench at Bethpage B11 (Flamingo Drive and Caffrey Avenue), in memory of his parents, Andrew and Irma Wall; and

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

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated February 21, 2023, recommended that the Town accept said donation,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town hereby accepts the donation of \$1,325.00 from Dennis Wall for a memorial plaque to be placed on a new bench at Bethpage B11 (Flamingo Drive and Caffrey Avenue), in memory of his parents, Andrew and Irma Wall.

-#-

(MS)
Reviewed By
Office of Town Attorney
Flanencia Wafer

The foregoing 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	Absent
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

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

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner of Parks

SUBJECT: Memorial Plaque and Bench

DATE: February 21, 2023

The Department of Parks has received a request from Mr. Dennis Wall (letter attached) requesting a memorial plaque on a new bench at Bethpage B11 (Flamingo Drive and Caffery Avenue) in memory of his parents, Andrew and Irma Wall.

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

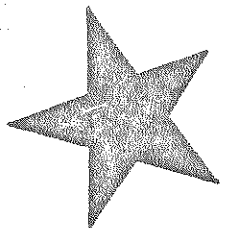
In accordance with Town Board Resolution 107-2022, adopted March 1, 2022, the Department of Parks respectfully requests Town Board Approval to accept a donation of \$1325.00 from Dennis Wall.

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



JOSEPH G. PINTO, COMMISSIONER
DEPARTMENT OF PARKS

JGP/dc



Reviewed By
Office of Town Attorney
America Wolfe

Meeting of October 25, 2022

Resolution No.760-2022

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

FEES FOR A MEMORIAL PLAQUE:

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

FEES FOR A MEMORIAL PLAQUE AND A NEW BENCH:

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

FEES FOR A MEMORIAL PLAQUE PLACED ON AN EXISTING BENCH:

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

FEES FOR A MEMORIAL PLAQUE PLACED UNDER AN EXISTING TREE:

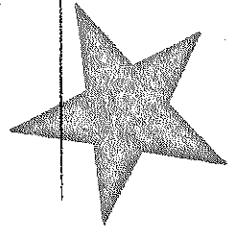
8" x 4" plaque placed under an existing tree is \$450.00
8" x 6" plaque placed under an existing tree is \$550.00

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

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

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



Diann Codispodo

From: dennis wall <dwall0810@gmail.com>
Sent: Friday, October 7, 2022 8:03 AM
To: Diann Codispodo
Subject: Fwd: Memorial Prices and Guidelines

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

----- Forwarded message -----

From: dennis wall <dwall0810@gmail.com>
Date: Fri, Oct 7, 2022 at 7:55 AM
Subject: Re: Memorial Prices and Guidelines
To: <dcodispodo@oysterbay-ny.go>

Good morning Diann : AS per our conversation I would like to purchase a memorial 8X6 bench, with plaque, in honor of my parents Andrew and Irma Wall, who lived in Bethpage from 1952 to 1989. The bench, if approved, will be placed in the B11 park which is located between Silber Ave. and Caffrey Ave. in Bethpage. I met with Chris and he and I are in agreement concerning the placement of the bench after approval from the Town of Oyster Bay. I understand the current cost is \$1,350. which I will pay upon approval. I appreciate your assistance in this matter.

Dennis Wall [REDACTED]

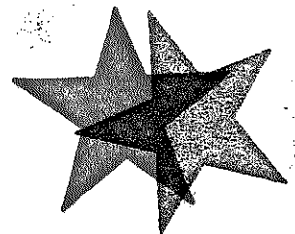
On Mon, Oct 3, 2022 at 10:59 AM dennis wall <dwall0810@gmail.com> wrote:

----- Forwarded message -----

From: dennis wall <dwall0810@gmail.com>
Date: Mon, Oct 3, 2022 at 10:59 AM
Subject: Fwd: Memorial Prices and Guidelines
To: dennis wall <dwall0810@gmail.com>

----- Forwarded message -----

From: Diann Codispodo <dcodispodo@oysterbay-ny.gov>



Date: Tue, Sep 6, 2022 at 3:18 PM
Subject: Memorial Prices and Guidelines
To: dwall0810@gmail.com <dwall0810@gmail.com>

Hi Dennis attached are the prices and guidelines for the memorial bench and plaque. I'll wait to hear back from you before I pass your name and number along to Chris.

Rest up and have a great night,

Diann©

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

WHEREAS, pursuant to Sections 96-15 and 96-20 of the Code of the Town of Oyster Bay, the Department of Planning and Development, by its emergency powers, authorized the Highway Department to secure the dwelling located at, 238 North Oak Street, Massapequa, New York 11758, also known as Section 52, Block 108, Lot 94 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, by memorandum dated February 23, 2023, pursuant to Section 96-19 of the Code of the Town of Oyster Bay, have requested that the cost of securing the premises on November 28, 2022, in the amount of \$875.07, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, as set forth in their memorandum dated February 23, 2023, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$875.07 may be assessed by the Legislature of the County of Nassau against the parcel known as 238 North Oak Street, Massapequa, New York 11758, also known as Section 52, Block 108, Lot 94 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

REVIEWED BY
OFFICE OF TOWN ATTORNEY
Ralph P. Healey

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

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: February 23, 2023


SUBJECT: Property Cleanup Assessment
238 North Oak Street, Massapequa, New York 11758
Section 52, Block 108, Lot 94

By the emergency powers granted to the Department of Planning and Development, the Highway Department secured the premises located at 238 North Oak Street, Massapequa, New York 11758, also known as Section 52, Block 108, Lot 94 on the Land and Tax Map of the County of Nassau. The Highway Department has, by e-mail dated November 28, 2022, advised that the property was secured by a crew from the Highway Department on November 28, 2022. The cost incurred by the Town of Oyster Bay was \$875.07.

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

Kindly place this matter on the Town Board Action Calendar.

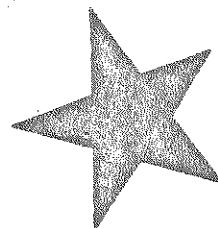
FRANK M. SCALERA
TOWN ATTORNEY



Ralph P. Healey
Deputy Town Attorney

RPH:aml
Attachments

S:\Atty\aml\CleanupMD&Reso\CleanupMD&Reso\MD 238 No Oak St bdup 2.23.2023.doc



Daniel Kornfeld

2023-8937

From: Margaret Lippolt
Sent: Monday, November 28, 2022 12:43 PM
To: Richard Lenz; John Tassone; Ken Bishop; Daniel Kornfeld; Peter Brown
Cc: Leslie Maccarone; Timothy R. Zike; Kevin Conway; Michael Esposito
Subject: 238 N Oak Street, Massapequa 52-108-94

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19-4

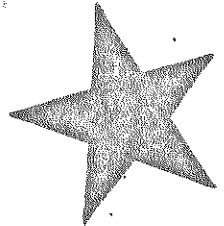
Good Afternoon,

Please secure the above referenced premises, inspector says door has been broken into and is not secure. Thank you.

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



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

TO: FRANK M. SCALERA, TOWN ATTORNEY

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

DATE: DECEMBER 19, 2022

SUBJECT: 238 OAK STREET, MASSAPEQUA, NEW YORK 11758
SECTION 52, BLOCK 108, LOT(S) 94


RECD TOWN ATTORNEY
22 DEC 21 AM 11:05

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

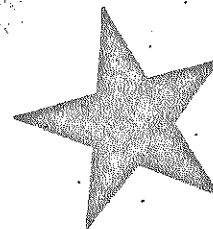
- 1) T.O.B. Highway Department Board-Up Costs: \$ 875.07

It is respectfully requested that your Office take the necessary steps in order to obtain an approval for an assessment of \$ 875.07 to be added to the subject property tax bill in order to be reimbursed for the Town's work to board-up the subject property.

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


ELIZABETH L. MACCARONE
COMMISSIONER

ME:ml
Encls.



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

December 7, 2022

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


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

SUBJECT: 238 OAK STREET, MASSAPEQUA
BOARD-UP

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

In accordance with the rectification of this violation it is asked that this division be reimbursed in the total amount of \$875.07.

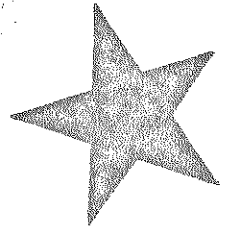
If you have any questions pertaining to the above subject, please feel free to contact this office.



JOHN C. TASSONE
CHIEF DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

JCT/kjb

Enc. T & M sheet



BOARD UP – 238 OAK STREET, MASSAPEQUA TO P & D 100523



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED
UNDER ROAD RESTORATION

Location (52-108-94) 238 OAK ST MASSAPEQUA 11758

Date Nov 28, 2022

Work Order # 100523

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
ALBERT MAZLIAH	General Maintenance	01:00	\$26.44	00:00	0	\$26.44
Total Labor						\$26.44

Tools/Vehicle

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

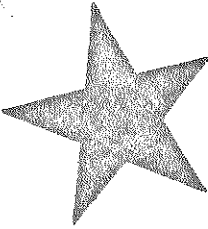
Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Hasps	\$7.24	1	\$7.24
Locks	\$12.39	1	\$12.39
Total Materials			\$769.63

Grand Total \$875.07

Description of Work:
BOARD UP 238 N. OAK STREET MASSAPEQUA

Signature: Peter Brown
Name: PETER BROWN
Title: DIRECTOR OF HIGHWAY OPERATIONS
Date: Nov 30, 2022



Reviewed By
Office of Town Attorney
Amberica Waite

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated March 6, 2023, requested Town Board authorization for the Department of Community Youth Services to host the 2023 Salute to Seniors Luncheon at The Royal Palm, 2143 Boundary Avenue, Farmingdale, NY 11735, on Wednesday, May 17, 2023 at a cost of \$65.00 per person for residents and \$75.00 per person for non-residents, which includes a full sit-down luncheon, entertainment and bus transportation from previously established Town of Oyster Bay locations; and

WHEREAS, the Department will collect funds as an administrative convenience and the luncheon will be conducted pursuant to the Department of Community and Youth Service's procedures for self-sustaining accounts; and

WHEREAS, the Office of the Inspector General, in consultation and agreement with the Town Attorney's Office, has determined that the Department of Community and Youth Services may proceed with the program as presented,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the abovementioned Salute to Seniors Luncheon for May 17, 2023, is hereby authorized, and is to be conducted pursuant to the Department of Community and Youth Service's procedures for self-sustaining accounts; and be it further

RESOLVED, That the Commissioner, Department of Community and Youth Services, or her designee, is authorized to make any adjustments, deletions, or changes, as needed, to the above schedule.

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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	Absent
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

TOWN OF OYSTER BAY
Inter-Departmental Memorandum

March 6, 2023

TO: Memorandum Docket
FROM: Patricia A. Beckerle, Deputy Commissioner
Department of Community and Youth Services
SUBJECT: "Salute to Seniors" Luncheon

The Department of Community & Youth Services is requesting Town Board authorization to present a "Salute to Seniors" Luncheon at The Royal Palm, 2143 Boundary Ave. Farmingdale, NY 11735 on Wednesday, May 17, 2023. The event will include a full sit-down luncheon, entertainment and bus transportation from previously established Town of Oyster Bay locations. The cost will be \$65.00 per person for Town residents and \$75.00 per person for non-residents.

The Department will collect the funds as an administrative convenience and the luncheon will be conducted pursuant to the Department of Community and Youth Service's procedures for self-sustaining accounts.

The Office of the Inspector General in consultation and agreement with the Town Attorney's Office, has determined that the Department of Community and Youth Services may proceed with the program as presented.

The Department also requests authorization for the Commissioner of Community & Youth Services to make adjustments, deletions or changes.





Patricia A. Beckerle
Deputy Commissioner

PAB:sab

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated March 6, 2023, requested Town Board authorization for the Supervisor and/or his designee to execute an agreement to employ the services of Walter Lazauskas, d/b/a John Walters, to provide entertainment for the 2023 "Salute to Seniors" Luncheon at The Royal Palm, 2143 Boundary Avenue, Farmingdale, NY 11735, on Wednesday, May 17, 2023; and

WHEREAS, the cost for the performance will be \$870.00 with funds available in Account No. CYS A 7020 47660 000 0000, Special Events; and

WHEREAS, the Office of the Inspector General is satisfied that Guideline 5, Section b of the Town Procurement Policy, which exempts musicians from solicitation and written proposal requirements of the policy, has been complied with,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and Town Board hereby authorizes the Supervisor and/or his designee to execute an agreement to employ the services of Walter Lazauskas, d/b/a John Walters, to provide entertainment for the 2023 "Salute to Seniors" Luncheon at The Royal Palm, 2143 Boundary Avenue, Farmingdale, NY 11735, on Wednesday, May 17, 2023.

-#-

Reviewed By
Office of Town Attorney
Danica Wolfe

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

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

TOWN OF OYSTER BAY
Inter-Departmental Memorandum

March 6, 2023

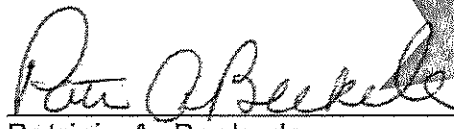
TO: Memorandum Docket
FROM: Patricia A. Beckerle, Deputy Commissioner
Department of Community and Youth Services
SUBJECT: Musician Services for "Salute to Seniors" Luncheon

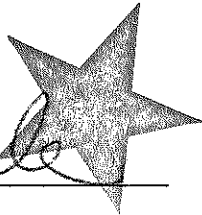
The Department of Community & Youth Services is requesting Town Board authorization to employ the services of Walter Lazauskas dba John Walters to provide entertainment for the "Salute to Seniors" Luncheon scheduled to be held on Wednesday, May 17, 2023 at the Royal Palm in Farmingdale.

The total cost for the performance will be \$870.00. Funds for the fees are available in Account CYS A 7020 47660 000 0000, Special Events.

The Office of the Inspector General has reviewed the Vendor's Disclosure Questionnaire and is satisfied that the Procurement policy requirements have been fulfilled. In accordance with Guideline 5, Section b of the Town Procurement Policy, musicians 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 attached and further authorize the Supervisor and/or his designee to execute said agreement.


Patricia A. Beckerle
Deputy Commissioner



PAB:sab
Attachment

Contract

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

Performance by: XXXXXXXXXXXXX
Date: XXXXXXXXXXXXX
Location: XXXXXXXXXXXXXXXX
Amount: \$XXX.XX

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

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

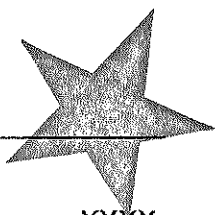
XXXXXXXXXXXXXXXXXXXXXXXXXXXX

CONTRACTOR

DATE: _____, XXXX

TOWN OF OYSTER BAY

COMMISSIONER
DATE: _____, XXXX



Reviewed By
Office of Town Attorney
[Signature]

Contract

This Contract, made by and between the Town of Oyster Bay's Department of Community and Youth Services, located at 977 Hicksville Road, Massapequa, New York 11758 (hereinafter referred to as "TOWN") and Walter Lazauskas, d/b/a John Walters located at 3983 Darby Lane, Seaford, New York 11783 (hereinafter referred to as "CONTRACTOR") in consideration of mutual interests provided for hereby, the parties herein agree as follows:

Performance by: John Walters
Dates: May 17, 2023
Location: The Royal Palm
Amount: \$870.00

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

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

WALTER LAZAUSKAS D/B/A
JOHN WALTERS

→ _____
CONTRACTOR

→ DATE: _____, 2023

TOWN OF OYSTER BAY

DEPUTY SUPERVISOR

DATE: _____, 2023

7/15
Reviewed By
Office of Town Attorney
Elizabeth A. Laughon

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works and Michael Cipriano, Division Head, Central Vehicle Maintenance, by memorandum dated February 21, 2023, recommended that the sixty-three (63) Town-owned vehicles and equipment on the attached list be declared surplus and that the necessary steps be taken to secure bids on said vehicles and equipment;

WHEREAS, Ralph J. Raymond, Commissioner, Department of General Services, by memorandum dated March 6, 2023, requested that the Town Board declare that the sixty-three (63) Town-owned vehicles and equipment on the attached list be declared surplus and that he be authorized to prepare and advertise said vehicles and equipment for competitive bid sale or public auction; and

WHEREAS, the aforementioned memoranda are in conformance with the requirements of the Town's Surplus Equipment Policy adopted by Resolution No. 415-2018 on June 12, 2018,

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are accepted, and the sixty-three (63) Town-owned vehicles and equipment on the attached list are declared surplus, and the Commissioner of the Department of General Services is hereby authorized to prepare and advertise said vehicles and equipment for competitive bid sale or public auction.

#

The foregoing 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	Absent
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

Town of Oyster Bay
Inter-Departmental Memo

To: MEMORANDUM DOCKET

From: RALPH J. RAYMOND, COMMISSIONER
GENERAL SERVICES DEPARTMENT

Date: MARCH 6, 2023

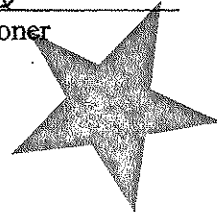
Subject: SURPLUS EQUIPMENT – TOWN EQUIPMENT

The undersigned, in accordance with the requirement of the Town of Oyster Bay Surplus Policy, as set forth in Resolution No. 415-2018, has declared the equipment set forth on the attached list as surplus property. The estimated value of each item is less than \$10,000.00.

As required by Resolution No. 415-2018, this Department requests and recommends Town Board authorization to prepare these items for public auction.



Ralph J. Raymond, Commissioner
General Services Department



RJR/sc
Attachments

cc: Comptrollers/Accounts Payable
Comptrollers/Accounts Receivable
General Services Department
Department of Public Works
Central Vehicle Maintenance

TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

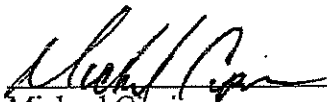
February 21, 2023

TO: RALPH J. RAYMOND, COMMISSIONER DEPT. OF GENERAL SERVICES
FROM: MICHAEL CIPRIANO, DIVISION HEAD, C.V.M.
THRU: RICHARD W. LENZ, P.E., COMMISSIONER DEPARTMENT OF PUBLIC WORKS
SUBJECT: SURPLUS EQUIPMENT BID
RESOLUTION NO. 415-2018

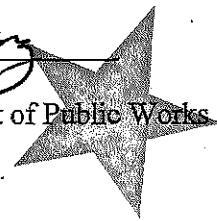
The attached paperwork shows sixty three (63) Town owned pieces of equipment that is now surplus. Included is the Vehicle Master Inquiry and Fixed Asset Inventory Inquiry. The attached spread sheet shows the item number, computer number / asset number, year, make, model, department, color, condition, Vin#'s, original cost, and estimated value.

Please begin the necessary procedure to secure bids on this equipment.

If you should have any questions, please contact Kenneth Hamel at ext. 5749


Michael Cipriano
Division head C.V.M.


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



MC/RWL/kh

CC: Kenneth Hamel, C.V.M.
File

REC'D PURCHASING
23 FEB 23 PM 1:55:49

2023 SURPLUS EQUIPMENT
POWER EQUIPMENT VEHICLES

Item #	COMPUTER #	Year	Make	Model	Department	Color	Condition	Mileage	VIN # / SERIAL #	COST	VALUE
1	BC032	2005	SMITHCO	1700	PARKS	ORANGE	BLOWN MOTOR	N/A	J263398	\$17,735.00	\$500.00
2	CP044	2001	ATLAS	XAS90	HIGHWAY	YELLOW	POOR/PARTS	N/A	USA000480	\$14,700.00	\$50.00
3	CR008	1999	VERMEER	1102A	HIGHWAY	YELLOW	POOR/ENGINE	N/A	1VRN15137X1001062	\$37,500.00	\$500.00
4	FL008	1987	CDS	706E	HIGHWAY	YELLOW	POOR/ENGINE	N/A	7064950	\$41,923.00	\$500.00
5	SP011	2004	MEYER	ST-75	RECYCLING	YELLOW	POOR	N/A	433809163	\$3,000.00	\$50.00
6	SP051	2005	MEYER	C-7.5	RECYCLING	YELLOW	POOR	N/A	101809240	\$4,000.00	\$50.00
7	SP056	2002	MEYER	C-8	HIGHWAY	YELLOW	POOR	N/A	36309286	\$5,000.00	\$50.00
8	SP298	2011	BOSS	V-7.5	HIGHWAY	RED	POOR	N/A	BC042150	\$6,900.00	\$300.00
9	SP360	2012	BOSS	HS8.5	HIGHWAY	RED	POOR	N/A	BC061889	\$6,000.00	\$300.00
10	SP361	2012	BOSS	RT-3	HIGHWAY	RED	POOR	N/A	BC073961	\$6,000.00	\$300.00
11	SP395	2014	MEYER	SP8	PUBLIC SAFETY	YELLOW	POOR	N/A	395609401	\$8,201.00	\$50.00
12	SP967	2002	MEYER	ST-90	HIGHWAY	YELLOW	POOR	N/A	TOB0259	\$5,000.00	\$50.00
13	SP988	2003	MEYER	ST-90	SANITATION	YELLOW	POOR	N/A	TOB0265	\$5,000.00	\$50.00
14	TE080	2008	KAWASAKI	610	PARKS	RED	POOR/RUNS	N/A	K1A1FEA149B542088	\$6,240.00	\$500.00
15	TE087	2011	RUSTLER	115UV	NOT BUDGETED	BLUE	POOR/PARTS	N/A	YBXCBO528	\$8,586.00	\$100.00
16	TE088	2011	RUSTLER	115UV	NOT BUDGETED	BLUE	POOR/PARTS	N/A	YBXCBO525	\$8,586.00	\$100.00
17	TE090	2010	EZ-GO	ST400	PARKS	GREEN	FAIR/RUNS	N/A	2750268	\$7,948.00	\$800.00
18	TE093	2011	RUSTLER	115UV	CVM	BLUE	POOR/MOTOR	N/A	YBXCBO621	\$8,661.00	\$100.00
19	TR073	1989	CUSTOM		HIGHWAY	YELLOW	POOR	N/A	921189	\$3,125.00	\$200.00
20	TR099	1993	CUSTOM	6X10	HIGHWAY	YELLOW	POOR	N/A	C9US1021PB479153	\$3,795.00	\$300.00
21	TR142	2006	CMATE	814CC	PARKS	YELLOW	FAIR	N/A	5A3C814D06L000832	\$6,892.00	\$1,200.00
22	TO081	1997	NW/HOLLAND	4630B	PARKS	YELLOW	POOR	N/A	0591538	\$41,238.00	\$1,000.00
23	PC387	2004	CHEVY	IMPALA	CVM	SILVER	FAIR	69,418	2G1WF52E249425285	\$14,225.00	\$2,000.00
24	PC391	2005	FORD	FOCUS	P&D	TAN	FAIR	111,361	1FAFP34N55W255461	\$11,094.00	\$1,500.00
25	PC393	2005	CHEVY	IMPALA	CVM	BLUE	FAIR	61,222	2G1WF52E859370732	\$14,164.00	\$2,500.00
26	PC395	2005	FORD	FOCUS	P&D	WHITE	FAIR	95,258	1FAFP34NX5W297821	\$11,094.00	\$1,000.00
27	PC397	2006	FORD	TAURUS	CVM	GRAY	FAIR	70,292	1FAFP53U56A136697	\$12,487.00	\$2,000.00
28	PC399	2007	FORD	FOCUS	P&D	TAN	FAIR.	100,822	1FAFP34NX7W117028	\$10,825.00	\$2,000.00
29	PC400	2007	FORD	FOCUS	P&D	TAN	FAIR	99,545	1FAFP34N27W117024	\$10,825.00	\$2,000.00
30	PC401	2007	FORD	TAURUS	CVM	GRAY	FAIR	62,416	1FAFP56U37A181828	\$16,092.00	\$2,500.00
31	PC429	2008	FORD	FUSION	DPW STAFF	GREY	POOR	87,631	3FAHP071X8R264986	\$16,234.00	\$3,500.00
32	PC430	2008	FORD	FUSION	DPW STAFF	BLUE	POOR	97,155	3FAHP07108R264933	\$16,234.00	\$3,500.00
33	PC451	2010	TOYOTA	PRIUS	P&D	WHITE	TOTALED	109,729	JTDKN3DUXA1269031	\$20,447.00	\$500.00

2023 SURPLUS EQUIPMENT POWER EQUIPMENT VEHICLES

[illegible]

7MS
Reviewed By
Office of Town Attorney
Elizabeth A. Faughnan

WHEREAS, by Resolution No. 250-2022, adopted March 29, 2022, the Town Board authorized a contract with Ellipse Solutions, LLC, to provide services relating to the upgrade of and implementation of additional modules into the Town's Microsoft AX Dynamics application for a one (1) year term beginning April 15, 2022 through and including April 14, 2023, with three (3), one-year extension options, if mutually agreeable; and

WHEREAS, Steven C. Ballas, Comptroller, by memorandum dated February 28, 2023, requested that the Town Board authorize the Supervisor, or his designee to enter into the first one-year extension of the agreement with Ellipse Solutions, LLC, to continue to provide services relating to the upgrade of and implementation of additional modules into the Town's Microsoft AX Dynamics application, for the one (1) year term beginning April 15, 2023 through and including April 14, 2024, under the same terms and conditions; and

WHEREAS, the Office of the Inspector General has reviewed the vendor's disclosure questionnaire and is satisfied the Town's Procurement Policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Supervisor, or his designee is hereby authorized to enter into the first one-year extension of the agreement with Ellipse Solutions, LLC, to continue to provide services relating to the upgrade of and implementation of additional modules into the Town's Microsoft AX Dynamics application, for the one (1) year term beginning April 15, 2023 through and including April 14, 2024, with two (2), remaining one-year extension options, if mutually agreeable; and it be further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment to Ellipse Solutions, LLC, in an amount not to exceed \$780,000.00 from Account Nos. CMP H 1997 26000 000 2107 001, Project ID 2107 TWNTWN-14, 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	Absent
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

TOWN OF OYSTER BAY
Inter-Departmental Memo

February 28, 2023

To: MEMORANDUM DOCKET

From: STEVEN C. BALLAS, COMPTROLLER


**Subject: MICROSOFT AX DYNAMICS UPGRADE AND IMPLEMENTATION OF
ADDITIONAL MODULES - ELLIPSE SOLUTIONS, LLC - FIRST EXTENSION**

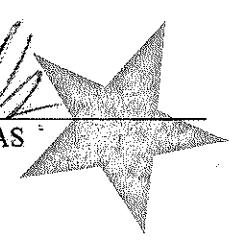
Town Board Resolution No. 250-2022, attached, authorized Ellipse Solutions, LLC, 7917 Washington Woods Drive, Dayton, OH, 45459 to provide the Town with services relating to the upgrade and implementation of additional modules within the Town's Microsoft AX Dynamics application for a one (1) year period from April 15, 2022 through and including April 14, 2023, with the provision of three (3), one-year extension options, if mutually agreeable.

Accordingly, the Office of the Comptroller respectfully requests Town Board authorization for the Supervisor, or his designee to enter into the first one (1) year extension for a period commencing April 15, 2023 through and including April 14, 2024 under the same terms and conditions.

The Office of the Inspector General has reviewed the disclosure questionnaires and is satisfied that the Procurement Policy has been fulfilled.

Funds are available in account CMP H 1997 26000 000 2107 001 (Project 2107 TWNTWN-14) in an amount not to exceed \$780,000.00.


STEVEN C. BALLAS
COMPTROLLER



SCB:cmw

cc: Reading File

Reviewed By
Office of Town Attorney
Elizabeth A. Faughnan

WHEREAS, Steven C. Ballas, Comptroller, by memoranda dated March 15, 2022 and March 18, 2022, advised that pursuant to the Town of Oyster Bay Procurement Policy, a request for proposals (RFP) was placed on the Town of Oyster Bay website and was sent to seven (7) firms, seeking proposals from firms interested in providing services regarding the Town's Microsoft AX Dynamics application for the upgrade and implementation of additional modules, to the Town for a one (1) year term beginning April 15, 2022 through and including April 14, 2023, with three (3), one-year extension options, if mutually agreeable; and

WHEREAS, the Office of the Comptroller received three (3) responses by the response due date; and

WHEREAS, the evaluation and selection process was performed in compliance with the requirements of Guidelines 6 and 9 of the Town of Oyster Bay Procurement Policy and an RFP review committee was formed with five (5) employees from three departments within the Town to review and rate each of the three (3) responses received; and

WHEREAS, following a review and evaluation of the three (3) responses, Ellipse Solutions, LLC, 7917 Washington Woods Drive, Dayton, Ohio, 45459, was determined to be the best qualified, and Comptroller Ballas, by said memorandum, requested that the Town Board authorize the Supervisor, or his designee to execute a contract with Ellipse Solutions, LLC to provide services regarding the Town's Microsoft AX Dynamics application for the upgrade and implementation of additional modules for a one (1) year term beginning April 15, 2022 through and including April 14, 2023, with three (3), one-year extension options, if mutually agreeable; and

WHEREAS, the Office of the Inspector General has reviewed the vendor's disclosure questionnaire and is satisfied the Town's Procurement Policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Town is hereby authorized to enter into a contract with Ellipse Solutions, to provide services relating to the upgrade of and implementation of additional modules into the Town's Microsoft AX Dynamics application for a one (1) year term beginning April 15, 2022 through and including April 14, 2023, with three (3), one-year extension options, if mutually agreeable; and it be further:

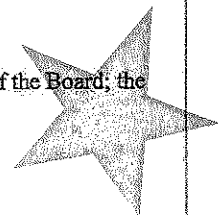
RESOLVED, That the Comptroller is hereby authorized and directed to make payment to Ellipse Solutions, LLC, in an amount not to exceed \$780,000.00 from Account Nos. CMP A 1680 46410 000 0000, Project ID 2207TWNTWN-15, and CMP H 1997 26000 000 2207 001, upon submission of a duly certified claim, after audit.

-#-

MAY 5 PM 2:32
SUPERVISOR'S OFFICE

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

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



Reviewed By
Office of Town Attorney
[Signature]

RESOLVED, That a public hearing will be held in the Hearing Room, Town Hall North, 54 Audrey Avenue, Oyster Bay, New York on the 18th day of April, 2023, at 10:00 o'clock, a.m. prevailing time on that day, or as soon thereafter as practicable, to consider the application of SAMOLI CORP d/b/a PLATIA GREEK RESTAURANT, lessee, for granting of a Special Use Permit to allow for the maintenance and operation of a restaurant with an occupancy exceeding 75 people as well as the maintenance of an existing 7.5 ft. x 46 ft. addition to the building, and Site Plan Approval of related site improvements at premises located in a Neighborhood Business ("NB") zone, at 4 Berry Hill Road, Syosset, Town of Oyster Bay, County of Nassau, State of New York and described as Section 25, Block 19, Lots 5, 6 and 26, on the Land and Tax Map of Nassau County; and be it further

RESOLVED, That the Town Clerk shall publish notice of such hearing in
newspapers of general circulation within the Town of Oyster Bay.
#

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

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

PUBLIC NOTICE

NOTICE is hereby given, pursuant to law, that a public hearing will be held by the Town Board of the Town of Oyster Bay, Nassau County, New York, on Tuesday, April 18, 2023, at 10:00 a.m., prevailing time, or as soon thereafter as may be practicable, in the Hearing Room, Town Hall North, East Building, 54 Audrey Avenue, Oyster Bay, New York, for the purpose of considering an application from MASTDI ASSOCIATES LLC, fee owner, and SAMOLI CORP d/b/a PLATIA GREEK RESTAURANT, lessee, for granting of a Special Use Permit to allow for the maintenance and operation of a restaurant with an occupancy exceeding 75 people as well as the maintenance of an existing 7.5 ft x 46 ft, addition to the building, and Site Plan Approval of related site improvements at premises located in a Neighborhood Business ("NB") zone, at 4 Berry Hill Road, Syosset, Town of Oyster Bay, County of Nassau, State of New York and described as Section 25, Block 19, Lots 5, 6 and 26, on the Land and Tax Map of Nassau County.

The abovementioned application is on file and may be viewed daily (except Saturday, Sunday and Holidays) between the hours of 9:00 a.m. and 4:45 p.m., prevailing time, at the Office of the Town Clerk at Oyster Bay and Massapequa. Any person interested in the subject matter of said hearing will be given an opportunity to be heard with reference thereto, at the time and place above designated.

The public may submit any comments on the subject of the hearing, by mailing or delivering same to the Office of the Town Attorney, 54 Audrey Avenue, Oyster Bay, New York 11771, or by submitting same by email to publiccomment@oysterbay-ny.gov. Any comments received will form part of the public record with respect to said hearing.

TOWN BOARD OF TOWN OF OYSTER BAY. JOSEPH S. SALADINO, Supervisor.
RICHARD LaMARCA, Town Clerk.

Dated: March 21, 2023, Oyster Bay, New York.

URS
Reviewed By
Office of Town Attorney
Thomas McAllen

201


Town of Oyster Bay
Inter-Departmental Memo

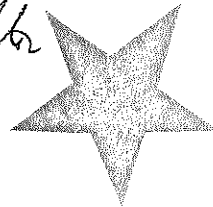
TO : MEMORANDUM DOCKET
FROM : OFFICE OF THE TOWN ATTORNEY
DATE : March 2, 2023
SUBJECT: MASTDI ASSOCIATES LLC, fee owner
SAMOLI CORP d/b/a Platia Greek Restaurant, lessee
Special Use Permit
Premises: 4 Berry Hill Road, Syosset, New York
Section 25, Block 19, Lots 5, 6 and 26

It is requested that the Town Board authorize the Town Clerk to advertise a Notice of Hearing, for a Public Hearing to be held on April 18, 2023 at 10:00 a.m., in connection with the above referenced matter.

Kindly place this matter on the docket so that the attached Resolution pertaining to this matter can be placed on the action calendar for the March 21, 2023 Town Board meeting.

FRANK M. SCALERA
TOWN ATTORNEY


Thomas M. Sabellico
Special Counsel



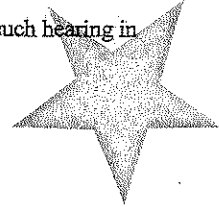
TMS:nb
Enclosure
2020-7521

Reviewed By
Office of Town Attorney
[Signature]

RESOLVED, That a public hearing will be held in the Hearing Room, Town Hall North, 54 Audrey Avenue, Oyster Bay, New York on the 18th day of April, 2023, at 10:00 o'clock, a.m. prevailing time on that day, or as soon thereafter as practicable, to consider the application of SAMOLI CORP d/b/a PLATIA GREEK RESTAURANT, lessee, for granting of a Special Use Permit to allow for the maintenance and operation of a restaurant with an occupancy exceeding 75 people as well as the maintenance of an existing 7.5 ft. x 46 ft. addition to the building, and Site Plan Approval of related site improvements at premises located in a Neighborhood Business ("NB") zone, at 4 Berry Hill Road, Syosset, Town of Oyster Bay, County of Nassau, State of New York and described as Section 25, Block 19, Lots 5, 6 and 26, on the Land and Tax Map of Nassau County; and be it further

RESOLVED, That the Town Clerk shall publish notice of such hearing in
newspapers of general circulation within the Town of Oyster Bay.

#



PUBLIC NOTICE

DRS
Reviewed By
Office of Town Attorney
Theresa M. Johnson

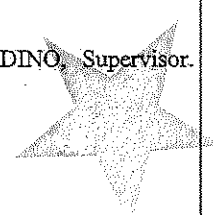
NOTICE is hereby given, pursuant to law, that a public hearing will be held by the Town Board of the Town of Oyster Bay, Nassau County, New York, on Tuesday, April 18, 2023, at 10:00 a.m., prevailing time, or as soon thereafter as may be practicable, in the Hearing Room, Town Hall North, East Building, 54 Audrey Avenue, Oyster Bay, New York, for the purpose of considering an application from MASTDI ASSOCIATES LLC, fee owner, and SAMOLI CORP d/b/a PLATIA GREEK RESTAURANT, lessee, for granting of a Special Use Permit to allow for the maintenance and operation of a restaurant with an occupancy exceeding 75 people as well as the maintenance of an existing 7.5 ft. x 46 ft., addition to the building, and Site Plan Approval of related site improvements at premises located in a Neighborhood Business ("NB") zone, at 4 Berry Hill Road, Syosset, Town of Oyster Bay, County of Nassau, State of New York and described as Section 25, Block 19, Lots 5, 6 and 26, on the Land and Tax Map of Nassau County.

The abovementioned application is on file and may be viewed daily (except Saturday, Sunday and Holidays) between the hours of 9:00 a.m. and 4:45 p.m., prevailing time, at the Office of the Town Clerk at Oyster Bay and Massapequa. Any person interested in the subject matter of said hearing will be given an opportunity to be heard with reference thereto, at the time and place above designated.

The public may submit any comments on the subject of the hearing, by mailing or delivering same to the Office of the Town Attorney, 54 Audrey Avenue, Oyster Bay, New York 11771, or by submitting same by email to publiccomment@oysterbay-ny.gov. Any comments received will form part of the public record with respect to said hearing.

TOWN BOARD OF TOWN OF OYSTER BAY. JOSEPH S. SALADINO, Supervisor.
RICHARD LaMARCA, Town Clerk.

Dated: March 21, 2023, Oyster Bay, New York.



REVIEWED BY
OFFICE OF TOWN ATTORNEY
Ralph P. Healey

WHEREAS, pursuant to Sections 96-15 and 96-20 of the Code of the Town of Oyster Bay, the Department of Planning and Development, by its emergency powers, authorized the Highway Department to secure the house, screw shut the garage door, and remove squatters on the premises located at, 31 Westwood Lane, Woodbury, New York 11797, also known as Section 13, Block 115, Lot 10 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, by memorandum dated February 23, 2023, pursuant to Section 96-19 of the Code of the Town of Oyster Bay, have requested that the cost of securing the premises on July 28, 2022, in the amount of \$1,019.77, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, as set forth in their memorandum dated February 23, 2023, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,019.77 may be assessed by the Legislature of the County of Nassau against the parcel known as 31 Westwood Lane, Woodbury, New York 11797, also known as Section 13, Block 115, Lot 10 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

202

Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: February 23, 2023

SUBJECT: Property Cleanup Assessment
31 Westwood Lane, Woodbury, New York 11797
Section 13, Block 115, Lot 10

By the emergency powers granted to the Department of Planning and Development, the Highway Department, secured the house, screwed shut the garage door and removed squatters from the premises located at 31 Westwood Lane, Woodbury, New York 11797, also known as Section 13, Block 115, Lot 10 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated August 3, 2022, advised that the property was secured by a crew from the Highway Department on July 28, 2022. The cost incurred by the Town of Oyster Bay was \$1,019.77.

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

Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA
TOWN ATTORNEY

Ralph P. Healey

Ralph P. Healey
Deputy Town Attorney

RPH:aml
Attachments

S:\Attys\aml\Cleanup MD&Reso\MD 31 Westwood Ln Bdup 2.23.2023

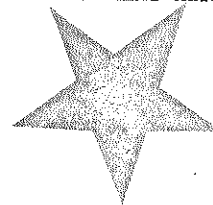
RRP
REVIEWED BY
OFFICE OF TOWN ATTORNEY
Ralph P. Healey

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- # -



2022-8830

Margaret Lippolt

From: Michael Esposito
Sent: Thursday, July 28, 2022 12:39 PM
To: Matthew Fernando; Suzanne Collette; Margaret Lippolt
Subject: FW: Squatters 31 Westwood- 640 Central- 56 Riverdale

From: Daniel Kornfeld
Sent: Thursday, July 28, 2022 12:39:11 PM (UTC-05:00) Eastern Time (US & Canada)
To: John Bishop; Leslie Maccarone
Cc: Michael Esposito; Giovaniello, John; Albert Mazliah; Timothy R. Zike; Ken Bishop; Peter Brown
Subject: RE: Squatters 31 Westwood- 640 Central- 56 Riverdale

House has been secured. As per Mike Esposito's instructions. Garage door has been screwed shut, electric opener blocked off and batteries trashed. FYI- house still has power and water service.

Regards,
Dan

From: John Bishop <jbishop@oysterbay-ny.gov>
Sent: Thursday, July 28, 2022 8:57 AM
To: Leslie Maccarone <lmaccarone@oysterbay-ny.gov>
Cc: Daniel Kornfeld <dkornfeld@oysterbay-ny.gov>; Michael Esposito <mesposito@oysterbay-ny.gov>; Giovaniello, John <JGiovaniello@pdcn.org>; Albert Mazliah <amazliah@oysterbay-ny.gov>; Timothy R. Zike <tzike@oysterbay-ny.gov>; Ken Bishop <kbishop@oysterbay-ny.gov>; Peter Brown <pbrown@oysterbay-ny.gov>
Subject: Re: Squatters 31 Westwood- 640 Central- 56 Riverdale

Thank you

Albert usually text me when complete please send e mails to all when finished

Sent from my iPhone

On Jul 28, 2022, at 8:23 AM, Leslie Maccarone <lmaccarone@oysterbay-ny.gov> wrote:

Thank you Dan. Please advise when the work is complete.

Leslie

From: Daniel Kornfeld <dkornfeld@oysterbay-ny.gov>
Sent: Thursday, July 28, 2022 8:17 AM
To: Michael Esposito <mesposito@oysterbay-ny.gov>; Giovaniello, John <JGiovaniello@PDCN.ORG>; Albert Mazliah <amazliah@oysterbay-ny.gov>
Cc: Leslie Maccarone <lmaccarone@oysterbay-ny.gov>; Timothy R. Zike <tzike@oysterbay-ny.gov>; John Bishop <jbishop@oysterbay-ny.gov>; Ken Bishop <kbishop@oysterbay-ny.gov>; Peter Brown

Ken Bishop

From: Michael Esposito
Sent: Tuesday, July 19, 2022 3:58 PM
To: John Bishop; Leslie Maccarone; Timothy R. Zike
Cc: Margaret Lippolt; Daniel Kornfeld; Ken Bishop
Subject: 31 Westwood Lane Woodbury 13-115-10

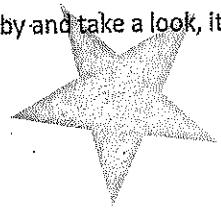
John

As per my discussion with NCPD, the squatters should be removed any day. Please be prepared to board up the entire home with poly carbonate, if it is available.
I will let you know as soon as I get word from Sgt. Giovanelli that they are out. A foreman should go by and take a look, it is a very large house.

Thanks

Michael G. Esposito

Bureau Chief
Code Enforcement Bureau
Town of Oyster Bay
74 Audrey Avenue
Oyster Bay, New York 11771
(516) 624-6237



Daniel Kornfeld

From: Michael Esposito
Sent: Thursday, July 28, 2022 8:02 AM
To: Giovaniello, John
Cc: Leslie Maccarone; Timothy R. Zike; John Bishop; Ken Bishop; Daniel Kornfeld
Subject: RE: Squatters 31 Westwood- 640 Central- 56 Riverdale

John

I will have Highway there today to board up the property.
John, If you can please send Albert to the 31 Westwood address to board up the home

Thanks

Michael G. Esposito

Bureau Chief
Code Enforcement Bureau
Town of Oyster Bay
74 Audrey Avenue
Oyster Bay, New York 11771
(516) 624-6237

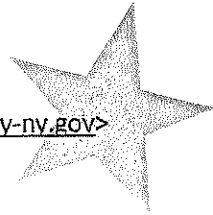
From: Giovaniello, John <JGiovaniello@PDCN.ORG>
Sent: Thursday, July 28, 2022 1:15 AM
To: Michael Esposito <mesposito@oysterbay-ny.gov>
Cc: Leslie Maccarone <lmaccarone@oysterbay-ny.gov>; Timothy R. Zike <tzike@oysterbay-ny.gov>
Subject: RE: Squatters 31 Westwood- 640 Central- 56 Riverdale

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

Please be advised 31 Westwood Ln Woodbury has been vacated. Please let me know when we can go to the location and secure the premise.

Thanks,
Sgt John Giovaniello
516-460-2413

From: Giovaniello, John <JGiovaniello@PDCN.ORG>
Sent: Tuesday, June 28, 2022 2:58 PM
To: Michael Esposito <mesposito@oysterbay-ny.gov>
Cc: Leslie Maccarone <lmaccarone@oysterbay-ny.gov>; Timothy R. Zike <tzike@oysterbay-ny.gov>
Subject: Re: Squatters 31 Westwood- 640 Central- 56 Riverdale



I have been making some progress at these locations. I hope to have some good news for you for at least one location by Friday. I will keep you posted.

Thanks,
Sgt John Giovaniello

Get [Outlook for iOS](#)

From: Michael Esposito <mesposito@oysterbay-ny.gov>
Sent: Tuesday, June 28, 2022 11:30:26 AM
To: Giovaniello, John <JGiovaniello@PDCN.ORG>
Cc: Leslie MacCarone <lmaccarone@oysterbay-ny.gov>; Timothy R. Zike <tzike@oysterbay-ny.gov>
Subject: Squatters 31 Westwood- 640 Central- 56 Riverdale

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

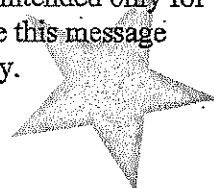
John

Just checking in to inquire whether you were able to make any headway on the three properties we have discussed ?

Thanks

Michael G. Esposito
Bureau Chief
Code Enforcement Bureau
Town of Oyster Bay
74 Audrey Avenue
Oyster Bay, New York 11771
(516) 624-6237

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



THIS INDENTURE, made the 28th day of October

nineteen hundred and
ninety-nine

BETWEEN

Bruce Richard

15 Diane's Court

Bix Hills, NY 11746 as Assignee of Bruce Richard LLC

party of the first part, and

Robert, ^{L.}Cassandro and Tracy, ^{L.}Cassandro, his wife
69 Highwood Road
Oyster Bay, NY 11771

party of the second part.

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

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at Woodbury, in the Town of Oyster Bay, County of Nassau, State of New York, designated as and by Lot No. 10 Block No. 115 on a certain map entitled "Map of Rolling Hills at Woodbury, Town of Oyster Bay, Nassau County, New York", ^{Surveyed January 1977 by Frank Smith and Associates, Surveyors, 9171 Woodbury, N.Y. 11791} and filed in the Office of the Clerk of the County of Nassau on June 7, 1989 as Case No. 9120 being bounded and described as follows:

BEGINNING at a point lying in the Southerly side of Westwood Lane, distance of 1007.42 feet as measured along the street lines of Westwood Court and Westwood Lane from the Easterly end of a curve having a radius of 15.00 feet and an arc length of 23.56 feet, joining the Easterly side of Greenwood Lane with the Northerly side of Westwood Court;

RUNNING TRENCH from this point of beginning, South 14 degrees 15 minutes 00 seconds East, along the division line between Lots 10 & 11 on said Map, 301.77 feet to the Southerly boundary of Lot 10;

TRENCH Westerly along said Southerly line along a curve bearing to the right, having a radius of 2204.87 feet for the arc length of 115.56 feet;

TRENCH along the Westerly line of Lot 10, North 01 degree 00 minutes 00 seconds West, 222.08 and North 38 degrees 30 minutes 00 seconds East, 100.16 feet to the Southerly side of Westwood Lane;

TRENCH along said Southerly side of Westwood Lane, Easterly along a curve bearing to the left having a radius of 200.00 feet for the arc length of 85.52 feet and South 76 degrees 00 minutes 00 seconds East, 49.00 feet to the point or place of BEGINNING.

Being and intended to be the same premises as conveyed to the party of the first part by deed dated 4/6/98 recorded 4/22/98 in the Office of the Clerk/ Register of the County of Nassau, Liber/Reel 10899 cp 867.

Sect
13
Block
115
Lot
10

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

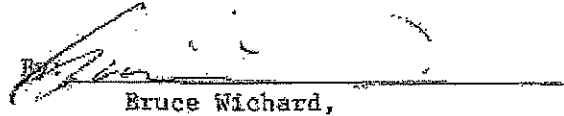
AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

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

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

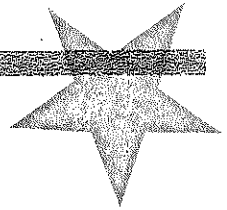
IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:



Bruce Wichard,

LEGIBILITY GOOD
FOR MICROFILM



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

August 3, 2022

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

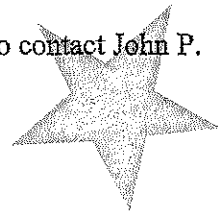
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS
HIGHWAY DIVISION

SUBJECT: 31 WESTWOOD LANE, WOODBURY
BOARD-UP

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,019.77.

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





JOHN P. BISHOP
DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS
HIGHWAY DIVISION

JPB/kjb

Enc. T & M sheet

BOARD - UP 31 WESTWOOD LANE, WOODBURY TO P & D 96539



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED
UNDER ROAD RESTORATION

Location (13-115-10) 31 WESTWOOD LN WOODBURY 11797

Date Jul 28, 2022

Work Order # 96539

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
ALBERT MAZLIAH	General Maintenance	02:00	\$26.44	00:00	0	\$52.88
Total Labor						\$52.88

Tools/Vehicle


Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
TU052	TRUCK UTILITY 2012 FORD F-350 YW (RR911)	\$79.00	02:00	\$158.00
Total Equipment				\$158.00

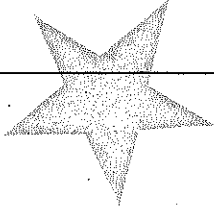
Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Hasps	\$7.24	3	\$21.72
Locks	\$12.39	3	\$37.17
Total Materials			\$808.89

Grand Total \$1019.77

Description of Work:
BOARD UP 31 WESTWOOD LANE WB

Signature: 
Name: PETER BROWN
Title: DIRECTOR OF HIGHWAY OPERATIONS
Date: Aug 3, 2022



WHEREAS, by Resolution No. 747-2021, adopted on December 7, 2021, the Town Board authorized Hirani Engineering and Land Surveying, P.C. to provide On-Call Engineering Services in connection with Contract No. PWC19-22, Structural Engineering, for a two-year term, commencing January 1, 2022 through December 31, 2023; and

WHEREAS, Latif M., Project Manager, Hirani Engineering and Land Surveying, P.C., by letter dated February 16, 2023, described the scope of work to be performed under Contract No. PWC19-22, engineering services related to structural inspections of the Hicksville Parking Facility; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated March 6, 2023, requested Town Board authorization for Hirani Engineering and Land Surveying, P.C., to provide the aforesaid On-Call Engineering Services under Contract No. PWC19-22, and that the Comptroller be directed to issue an encumbrance order in an amount not to exceed \$32,000.00 for this purpose, with funds available for payment in Account No. HWY H 5997 20000 000 2104 016, Project ID No. 2104 HWYST-02; and

WHEREAS, the Office of the Inspector General has reviewed the proposed vendor's disclosure questionnaire and is satisfied that the Town's Procurement Policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, and Hirani Engineering and Land Surveying, P.C. is hereby authorized to provide the aforementioned engineering services in connection with Contract No. PWC19-22, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed \$32,000.00 for this purpose, with funds available for payment in Account No. HWY H 5997 20000 000 2104 016, Project ID No. 2104 HWYST-02.

-#-

The foregoing 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	Absent
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

Reviewed By
Office of Town Attorney

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

March 6, 2023

TO: MEMORANDUM DOCKET

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

SUBJECT: ON-CALL ENGINEERING SERVICE REQUEST
RELATIVE TO STRUCTURAL ENGINEERING
CONTRACT NO.: PWC19-22
ACCOUNT NO.: HWY H 5997 20000 000 2104 016
PROJECT ID NO. 2104HWYST-02


The consultant, Hirani Engineering & Land Surveying, P.C., has been approved by the Commissioner of Public Works to provide engineering services under On-Call Contract No. PWC19-22 by Resolution No. 747-2021 for the subject project.

Attached is a letter dated February 16, 2023 from Hirani Engineering & Land Surveying, P.C. regarding the scope of work to be performed in an amount not to exceed \$32,000.00. Services to be performed include structural inspections of the Hicksville Parking Facility.

Attached is an availability of funds in the amount of \$32,000.00 to satisfy said engineering costs from the Director of Finance indicating that funds are available in Account No. HWY H 5997 20000 000 2104 016, Project ID NO. 2104HWYST-02.

The Office of the Inspector General has reviewed the proposed vendor's disclosure questionnaire and is satisfied that the Procurement Policy has been fulfilled.

It is hereby requested that the Town Board authorize, by Resolution, Hirani Engineering & Land Surveying, P.C. under Contract No. PWC19-22, On-Call Engineering Services Relative to Structural Engineering and requests that the Comptroller be directed to issue an encumbrance order for this purpose.


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

RWL/MR/sb

Attachment

cc: Steve C. Ballas, Comptroller
John Tassone, Chief Deputy Commissioner/DPW-Highway

PWC19-22 HIRANI DOCKET HPF 2023 INSPECTION FUNDS



ON-CALL CONSULTANT SERVICE / REQUIREMENTS CONTRACT
REQUEST FOR AVAILABILITY OF FUNDS



Requesting Division/Department

HIGHWAY

THIS SECTION TO BE COMPLETED BY DEPARTMENT ADMINISTERING ON-CALL CONSULTANT CONTRACT

Contract Number PWC19-22

Contract Period JANUARY 1, 2022 - DECEMBER 31, 2023

Consultant/Contractor HIRANI ENGINEERING & LAND SURVEYING, P.C.

Discipline STRUCTURAL ENGINEERING

Total Authorization \$219,524.00

Resolution No. 747-2021 Date 12/7/2021

Funded To Date \$187,524.00

Amount Requested \$32,000.00

Account To Be Used HWY H 5997 20000 000 2104 016, PROJ ID 2104HWYST-02

If Capital Account, State The Related Contract Number: H20-206

Description Of Work

If a Capital Account is used and work is not related to a Capital Project, specify the nature of the requested service that qualifies it as a Capital Expense.

STRUCTURAL INSPECTIONS OF THE HICKSVILLE PARKING FACILITY

Work To Be Completed In Contract Period: Yes ☒ No ☐

A "No" response will require Town Board authorization to extend the contract period.

Required Insurances Are In Effect: Yes ☒ No ☐

A "No" response will prevent further processing of this form.

Required 50% Performance Bond For This Request In Effect: Yes ☐ No ☐ N/A ☒

Amount of Bond \$

Requesting Division/Department

Signature [Signature]
Title CHIEF DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS
Date 3/2/23

DPW Approval

Only To Be Executed By The Commissioner

Signature [Signature]
Title Commissioner of Public Works
Date 3/6/23

THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

Amount Requested 32,000.00

Unencumbered Balance 1,636,094.98

Is The Account To Be Used Consistent With The Nature Of Work Listed Above? Yes ☒ No ☐

Signature [Signature] Date 3/6/23



TOWN OF OYSTER BAY

WORK ORDER



This Section To Be Completed By The Department Of Public Works

Work Order No. _____

E.O. No. _____

Contract Start 1/1/2022

Contract No. PWC19-22

Contract End 12/31/2023

Commencement Date JANUARY 1, 2022

No claim shall be paid for work performed prior to the Commencement Date

Vendor Name and Address

HIRANI ENGINEERING & LAND SURVEYING, P.C.

120 WEST JOHN STREET

HICKSVILLE, NEW YORK 11801

Requesting Town Department HIGHWAY

Contact MATTHEW RUSSO, P.E. Phone 516-677-5719

Description of Work to be Performed (Attach Detail If Necessary)

STRUCTURAL INSPECTIONS OF THE HICKSVILLE PARKING FACILITY

This work order shall not exceed \$ \$32,000.00

Please notify the above mentioned contact person 48 hours prior to commencing any work.

Requesting Division/Department

Signature [Signature]
Title CHIEF DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

Date 3/2/23

Department Of Public Works Approval
Only To Be Executed By The Commissioner

Signature [Signature]
Commissioner of Public Works

Date 3/6/23



Hirani Group

Hirani Engineering & Land Surveying, P.C.

Engineers ■ Land Surveyors ■ Construction Managers

February 16, 2023

Matt Russo, P.E.
Department of Public Works
Town of Oyster Bay
150 Miller Place, Syosset, NY 11791
E: mrusso@oysterbay-ny.gov
O: (516) 677-5719

RE: Annual Structural Inspection-Hicksville Parking Garage Facility, Hicksville, NY

Matt

Hirani Engineering and Land Surveying (Hirani) is pleased to submit this proposal for engineering services for the above referenced project. The associated services are identified in the scope of work outlined below.

SCOPE OF WORK

1. Site Inspection/Investigation & Report

1.1. Site Visits and Visual Inspections-Hirani shall conduct visual site inspections/investigations of all structural components of the garage building to assess the structural condition/stability of all main framing components and assess whether there has been any progression in deterioration compared to previous year's inspection/s.

1.2. Report of findings

TECHNICAL ASSUMPTIONS:

- a. Hirani agrees to provide professional services in accordance with generally accepted standards of its profession in compliance with applicable codes, laws, and regulations in effect as of the date of this agreement.
- b. Hirani engineer/s shall be provided access to the site as required for investigation and visual inspection.
- c. The inspection shall primarily be visual. Engineers may employ limited use of basic handheld tools like hammers for sounding, binoculars, flashlights, measuring tape, laser measure etc. during inspection.

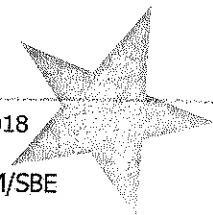
EXCLUSIONS:

This proposal includes no provisions for costs associated with the following:

- a. Mechanical, Electrical, or Plumbing inspections and investigations
- b. Testing services (if required shall be coordinated with TOB)
- c. Cost estimates.
- d. Any overtime or weekend work
- e. Any services not specifically enumerated herein this proposal are not included under this contract.

120 West John Street ■ Hicksville, NY 11801 ■ 516-248-1010 ■ Fax: 516-248-9018
421 Seventh Avenue, Room 808 ■ New York, NY 10001 ■ 646-273-5000
www.hiranigroup.com

D/M/SBE



FEE PROPOSAL

Task	Fee
1. Site Inspection and Report	
1.1. & 1.2 Site inspections and report (not to exceed fee)	\$32000.00

AUTHORIZATION TO PROCEED:

To initiate the work, please sign and return one copy of this agreement to our office. If you have any questions regarding this proposal, please do not hesitate to contact me for further discussion.

Very truly yours,

Latif M.
Project Manager
Hirani Engineering and Land Surveying, PC

Accepted By:

Hirani Engineering and Land Surveying, P.C.- Standard Terms and Conditions:

120 West John Street ▪ Hicksville, NY 11801 ▪ 516-248-1010 ▪ Fax: 516-248-9018
421 Seventh Avenue, Room 808 ▪ New York, NY 10001 ▪ 646-273-5000
www.hiranigroup.com

D/M/SBE



Meeting of December 7, 2021

Resolution No. 747-2021

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated November 22, 2021, advised that a Request for Proposals for On-Call Engineering Services relative to Structural Engineering, was issued in accordance with the specifications contained in Contract No. PWC19-22, for a two (2) year contract term commencing January 1, 2022 through December 31, 2023; and

WHEREAS, in response to that Request for Proposals, twelve (12) responses were received by the Division of Engineering, and

WHEREAS, Commissioner Lenz, by said memorandum, stated that after review of the Division of Engineering's preliminary recommendations, performed in compliance with the requirements of the Guidelines 6 and 9 of the Town of Oyster Bay Procurement Policy, and in conjunction with the current workload, the Department has selected LiRo Engineers, Inc., Lockwood, Kessler & Bartlett, Inc., D & B Engineers and Architects, DPC, Cameron Engineering & Associates, LLP, H2M Engineers & Architects, and Hirani Engineering & Land Surveying, P.C.; and

WHEREAS, Commissioner Lenz, by Highway memorandum requested Town Board authorization for the Department of Public Works/Highway to enter into Contract No. PWC19-22, On-Call Engineering Services Relative to Structural Engineering with LiRo Engineers, Inc., Lockwood, Kessler & Bartlett, Inc., D & B Engineers and Architects, DPC, Cameron Engineering & Associates, LLP, H2M Engineers & Architects, and Hirani Engineering & Land Surveying, P.C., or a two (2) year term, commencing on January 1, 2022 through December 31, 2023, and

WHEREAS, the Inspector General has reviewed the Request for Proposals on the proposed vendors' disclosures, and is satisfied that the Procurement Policy has been fulfilled,

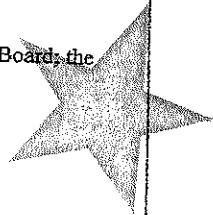
NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted and approved, and the Department of Public Works/Highway is hereby authorized to enter into Contract No. PWC19-22, On-Call Engineering Services Relative to Structural Engineering with LiRo Engineers, Inc., Lockwood, Kessler & Bartlett, Inc., D & B Engineers and Architects, DPC, Cameron Engineering & Associates, LLP, H2M Engineers & Architects, and Hirani Engineering & Land Surveying, P.C. for a two (2) year term, commencing on January 1, 2022 through December 31, 2023.

#-

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

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

Reviewed By
Office of Town Attorney
America Waite



Reviewed By
Office of Town Attorney

WHEREAS, by Resolution No. 742-2021, adopted on December 7, 2021, the Town Board authorized N&P Engineering, Architecture and Land Surveying, PLLC to provide On-Call Engineering Services in connection with Contract No. PWC10-22, Construction Management, for a two-year term, commencing January 1, 2022 through December 31, 2023; and

WHEREAS, Russell Z. Scott, P.E., Senior Partner, N&P Engineering, Architecture and Land Surveying, PLLC, by letter dated February 21, 2023, described the scope of work to be performed under Contract No. PWC10-22, engineering services related to construction oversight of site specific concrete replacement projects throughout the Town of Oyster Bay; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated March 6, 2023, requested Town Board authorization for N&P Engineering, Architecture and Land Surveying, PLLC, to provide the aforesaid On-Call Engineering Services under Contract No. PWC10-22, and that the Comptroller be directed to issue an encumbrance order in an amount not to exceed \$98,700.00 for this purpose, with funds available for payment in Account No. HWY H 5197 20000 2203 008, Project ID No. 2203 HWYDB-05; and

WHEREAS, the Office of the Inspector General has reviewed the proposed vendor's disclosure questionnaire and is satisfied that the Town's Procurement Policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, and N&P Engineering, Architecture and Land Surveying, PLLC is hereby authorized to provide the aforementioned engineering services in connection with Contract No. PWC10-22, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed \$98,700.00 for this purpose, with funds available for payment in Account No. HWY H 5197 20000 2203 008, Project ID No. 2203 HWYDB-05.

-#-

The foregoing 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	Absent
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

MARCH 6, 2023

TO: MEMORANDUM DOCKET

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

SUBJECT: ON-CALL ENGINEERING SERVICE REQUEST
RELATIVE TO CONSTRUCTION MANAGEMENT
CONTRACT NO.: PWC10-22
ACCOUNT NO.: HWY H 5197 20000 2203 008
PROJECT ID NO. 2203 HWYDB-05


The consultant, N&P Engineering, Architecture and Land Surveying, PLLC, has been approved by the Commissioner of Public Works to provide engineering services under On-Call Contract No. PWC10-22 by Resolution No. 742-2021 for the subject project.

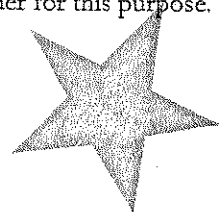
Attached is a letter February 21, 2023 from N&P Engineering, Architecture and Land Surveying, PLLC regarding the scope of work to be performed in an amount not to exceed \$98,700.00. Services to be performed include construction oversight of the site-specific concrete replacement project.

Attached is an availability of funds in the amount of \$98,700.00 to satisfy said engineering costs from the Director of Finance indicating that funds are available in Account No. HWY H 5197 20000 2203 008, Project ID No. 2203 HWYDB-05.

The Office of the Inspector General has reviewed the proposed vendors' disclosure questionnaire and is satisfied that the Procurement Policy has been fulfilled.

It is hereby requested that the Town Board authorize, by Resolution, N&P Engineering, Architecture and Land Surveying, PLLC under Contract No. PWC10-22, On-Call Engineering Services Relative to Construction Management, and requests that the Comptroller be directed to issue an encumbrance order for this purpose.


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



RWL/MR/sb
Attachment

cc: Steve C. Ballas, Comptroller
John Tassone, Chief Deputy Commissioner/Public Works-Highway

PWC10-22 N&P DOCKET 2023 CONCRETE FUNDS



ON-CALL CONSULTANT SERVICE / REQUIREMENTS CONTRACT
REQUEST FOR AVAILABILITY OF FUNDS



Requesting Division/Department

HIGHWAY

THIS SECTION TO BE COMPLETED BY DEPARTMENT ADMINISTERING ON-CALL CONSULTANT CONTRACT

Contract Number PWC10-22

Contract Period JANUARY 1, 2022 - DECEMBER 31, 2023

Consultant/Contractor N & P Engineering, Architecture & Land Surveying, PLLC

Discipline CONSTRUCTION MANAGEMENT

Total Authorization \$343,400.00

Resolution No. 742-2021 Date 12/7/2021

Funded To Date \$244,700.00

Amount Requested \$98,700.00

Account To Be Used HWY H5197 2X000002203 008 - 2203 HWY D8-05

If Capital Account, State The Related Contract Number: H23-261

Description Of Work

If a Capital Account is used and work is not related to a Capital Project, specify the nature of the requested service that qualifies it as a Capital Expense.

CONSTRUCTION OVERSIGHT FOR 2023 SITE SPECIFIC CONCRETE REPLACEMENT

Work To Be Completed In Contract Period: Yes ☒ No ☐

A "No" response will require Town Board authorization to extend the contract period.

Required Insurances Are In Effect: Yes ☒ No ☐

A "No" response will prevent further processing of this form.

Required 50% Performance Bond For This Request In Effect: Yes ☐ No ☐ N/A ☒

Amount of Bond \$

Requesting Division/Department

DPW Approval

Only To Be Executed By The Commissioner

Signature [Signature]
Title CHIEF DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS
Date 3-3-2023

Signature [Signature]
Title Commissioner of Public Works
Date 3/6/23

THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

Amount Requested 98,700.00

Unencumbered Balance 542,939.47

Is The Account To Be Used Consistent With The Nature Of Work Listed Above? Yes ☒ No ☐

Signature [Signature] Date 3/6/23



TOWN OF OYSTER BAY

WORK ORDER



This Section To Be Completed By The Department Of Public Works

Work Order No. _____

E.O. No. _____

Contract Start 1/1/2022

Contract No. PWC10-22

Contract End 12/31/2023

Commencement Date JANUARY 1, 2023

No claim shall be paid for work performed prior to the Commencement Date

Vendor Name and Address

N&P ENGINEERING, ARCHITECTURE AND LAND SURVEYING, PLLC

70 MAXESS ROAD

MELVILLE, NEW YORK 11747

Requesting Town Department HIGHWAY

Contact MATTHEW RUSSO, P.E. Phone 516-677-5719

Description of Work to be Performed (Attach Detail If Necessary)

CONSTRUCTION OVERSIGHT FOR 2023 SITE SPECIFIC CONCRETE REPLACEMENT

This work order shall not exceed \$ \$98,700.00

Please notify the above mentioned contact person 48 hours prior to commencing any work.

Requesting Division/Department

Department Of Public Works Approval

Only To Be Executed By The Commissioner

Signature [Signature]
CHIEF DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

Signature [Signature]
Commissioner of Public Works

Date 3-3-2023

Date 3/6/23



February 21, 2023

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

Attention: Matthew Russo, PE

Re: Proposal for Construction Observation Services
For Site Specific Concrete Work throughout the Town

Dear Mr. Russo:

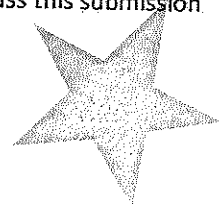
Nelson + Pope is pleased to submit this proposal to provide Construction Observation services for the construction of miscellaneous concrete throughout the Town. It is assumed that the construction duration will be approximately 16 weeks.

The estimated budget for the project is \$98,700.00 for construction inspection and office support.

I look forward to further discussion of how we can assist the Town in moving forward with project. Thank you for the opportunity to submit this proposal, and please contact me to discuss this submission at your convenience.

Sincerely,
Nelson + Pope

Russell Z. Scott, PE
Senior Partner



N&P Engineering, Architecture and Land Surveying, PLLC
70 Maxess Road, Melville, NY 11747 • 631.427.5665 • nelsonpope.com

EXHIBIT A
SCOPE OF SERVICES AND FEES

Task 1 – Bid Review and Recommendation

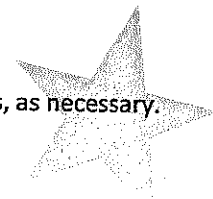
Nelson + Pope will assist the Town during the Bid and Award Phases. The services will include:

- Review and prepare responses to Contractor Requests for Information (RFI).
- Attend the bid opening and assist in compiling bid information.
- Review bids for compliance with bid documents; bid cost computation; with a review of the contractor references and past project experience.
- Prepare a summary of bid review for use by the Town and make a recommendation of award.

Task 2 - Construction Observation

The general scope of the project is to provide construction inspection services to ensure that the work performed by the Contractor conforms to the provisions of the contract documents. Services performed will include construction administration, pre-construction photo inventory, detailed inspection. More specifically, the Consultant services will include but are not limited to:

- Ensuring the Contractor's compliance with the requirements of the contract documents.
- Ensuring timely notice to residents for work on their property.
- Verification that work complies with the contract documents and the Town of Oyster Bay Contract Specifications.
- Verification that the work performed by the Contractor does not exceed the limits of the work identified on each work order.
- Conduct slump tests and obtain concrete cylinders for testing, as deemed necessary.
- Procure the services of a testing company for concrete cylinder testing.
- Prepare a work summary sheet for each residence.
- Review and approval of Contractor invoices.
- Preparation of a punchlist at the completion of each highway area.
- Attendance at bi-weekly progress meetings at a location to be determined by the Commissioner of Public Works.
- Respond to resident complaints received directly from the resident or the Town's project manager.
- Compilation of a final punchlist at the completion of the project.
- Review and approval of the Contractor's maintenance bond.
- Provide recommendations for contract quantity adjustments and change orders, as necessary.
- Issuance of a recommendation for final acceptance.



 **N+P**

Meeting of December 7, 2021

Resolution No. 742-2021

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

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

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

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

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

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

#

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

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

WHEREAS, by Resolution No. 739-2021, adopted on December 7, 2021, the Town Board authorized the Department of Public Works/Highways to enter into Contract No. PWC07-22, On-Call Engineering Services Relative to Civil Engineering, with de Bruin Engineering, P.C., Consulting Engineers, 1400 Old Country Road, Suite No. 106, Westbury, New York 11590, for a two (2) year contract term, commencing on January 1, 2022 through December 31, 2023; and

WHEREAS, by Resolution No. 939-2022, adopted on December 13, 2022, the Town Board authorized de Bruin Engineering, P.C., Consulting Engineers, to provide engineering services in connection with PWC07-22, Reconstruction of Tennis Courts at Anchor Park, Massapequa, including design and construction management; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated March 2, 2023 advised, that in connection with Contract No. DP23-252, Construction of Pickleball & Tennis Courts at Anchor Park, Massapequa, the Design Phase has been completed, and that he has approved the plans and specifications of said Contract, with an estimated time for completion of sixty (60) calendar days; and

WHEREAS, Commissioner Lenz, by said memorandum, requested that the Town Board authorize the Division of Purchasing, Department of General Services, to proceed with setting a bid date for receiving bids for Contract No. DP23-252, and further requested that the Division of Purchasing, Department of General Services, contact the Division of Engineering, Department of Public Works, in order to establish a bid date for receiving bids for said Contract,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby approved, and the Division of Purchasing, Department of General Services, is hereby authorized and directed to proceed with setting a bid date for receiving bids for Contract No. DP23-252; and be it further

RESOLVED, That the Division of Purchasing, Department of General Services is hereby authorized and directed to contact the Division of Engineering, Department of Public Works, in order to establish a bid date for receiving bids for Contract No. DP23-252.

-#-

The foregoing 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	Absent
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

Reviewed By
Office of Town Attorney

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

March 2, 2023

TO: MEMORANDUM DOCKET

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

SUBJECT: ACCEPTANCE OF THE DESIGN & REQUEST TO ENTER BID &
CONSTRUCTION PHASE
CONSTRUCTION OF PICKLEBALL AND TENNIS COURTS AT ANCHOR PARK
MASSAPEQUA, NY
CONTRACT NO. DP23-252

Town Board Resolution No. 939-2022 authorized De Bruin Engineering, P.C., to perform engineering services relative to the above-mentioned contract.

The design has been completed and the Commissioner of Public Works has approved the plans and specifications. The estimated construction time for completion of this subject contract is 60 calendar days.

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

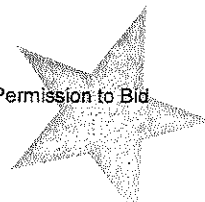


RICHARD W. LENZ, P.E.
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS


RWL/MR/CC/sb

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

DP23-252 CONSTRUCTION OF PICKLEBALL AND TENNIS COURTS AT ANCHOR PARK MASSAPEQUA, NY *Permission to Bid*



Meeting of December 13, 2022

Resolution No.939-2022

WHEREAS, by Resolution No. 739-2021, adopted on December 7, 2021, the Town Board authorized De Bruin Engineering, P.C. to provide On-Call Engineering Services relative to Civil Engineering in connection with Contract No. PWC07-22, for a two-year term, commencing January 1, 2022 through December 31, 2023; and

WHEREAS, Robert W. de Bruin, P.E., De Bruin Engineering, P.C., by letter dated November 28, 2022, described the scope of work to be performed under Contract No. PWC07-22, as engineering services related to design and construction management for the reconstruction of the tennis courts at Anchor Park, Massapequa, and requested approval to utilize GdB Geospatial LS, P.C. and Slacke Test Boring, Inc. as sub-consultants for said project, for survey services and geotechnical services, respectively; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memoranda dated November 28, 2022 and December 2, 2022, requested Town Board authorization for De Bruin Engineering, P.C., to provide the aforesaid engineering services under Contract PWC07-22, that GdB Geospatial LS, P.C. and Slacke Test Boring, Inc. be approved as sub-consultants for said project, and that the Comptroller be directed to issue an encumbrance order in an amount not to exceed \$38,090.00 for this purpose, with funds available for payment in Account No. PKS H 7197 20000 000 2202 001, Project ID No. 2202PKSA-08; and

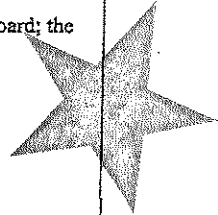
WHEREAS, the Office of the Inspector General has reviewed the proposed vendor's and sub-consultants' disclosure questionnaires and is satisfied that the Town's Procurement Policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, and De Bruin Engineering, P.C. is hereby authorized to provide the aforementioned engineering services in connection with Contract No. PWC07-22, and GdB Geospatial LS, P.C. and Slacke Test Boring, Inc. are hereby authorized to be sub-consultants for said project, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed \$38,090.00 for this purpose, with funds available for payment in Account No. PKS H 7197 20000 000 2202 001, Project ID No. 2202PKSA-08.

-#-

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

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



Reviewed By
Office of Town Attorney

WHEREAS, Louis G. Savinetti, Commissioner, Department of Environmental Resources, by memorandum dated March 1, 2023, requested Town Board authorization for the Department to sponsor the 2023 Annual Oyster Bay Harbor Spring Cleanup & Marine Education Expo, on Saturday, April 15, 2023, from 9:00 a.m. to 12:00 p.m., with a rain date of Sunday, April 16, 2023, at Theodore Roosevelt Memorial Park, Beekman Beach, Centre Island Beach and Stehli Beach, in conjunction with event sponsor, Friends of the Bay, with the approval of the Department of Parks and with the assistance of the public; and

WHEREAS, Commissioner Savinetti, by said memorandum, further requested Town Board authorization for the Department to purchase food and supplies for the 2023 Annual Oyster Bay Harbor Spring Cleanup & Marine Education Expo, in an amount not to exceed \$250.00, with the funds for said payment to be drawn from Account No. DER A 8090 47680 000 0000; and

WHEREAS, the Town Board deems this event to be an appropriate and worthwhile endeavor, and one which will benefit the residents of the Town of Oyster Bay,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby approved, and the Town Board hereby authorizes the Department of Environmental Resources to sponsor the 2023 Annual Oyster Bay Harbor Spring Cleanup & Marine Education Expo, on Saturday, April 15, 2023, from 9:00 a.m. to 12:00 p.m., with a rain date of Sunday, April 16, 2023, at Theodore Roosevelt Memorial Park, Beekman Beach, Centre Island Beach and Stehli Beach, in conjunction with event sponsor, Friends of the Bay, with the approval of the Department of Parks and with the assistance of the public; and be it further

RESOLVED, That the Town Board further authorizes the Department of Environmental Resources to purchase food and supplies for the 2023 Annual Oyster Bay Harbor Spring Cleanup & Marine Education Expo, in an amount not to exceed \$250.00; and be it further

RESOLVED, That the funds for said payment shall be drawn from. Account No. DER A 8090 47680 000 0000; and be it further

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

-#-

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

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

TO: Memorandum Docket

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

DATE: March 1, 2023

SUBJECT: Annual Oyster Bay Harbor Spring Cleanup, and
Marine Education Expo

The Department of Environmental Resources requests Town Board authorization to conduct the 2023 Annual Oyster Bay Harbor Spring Cleanup, and Marine Education Expo, together with our sponsor, Friends of the Bay, on Saturday, April 15, 2023 from 9:00 a.m. to 12:00 p.m. with a rain date of April 16, 2023. This event will remove accumulated litter and rubbish that would otherwise pollute our waterways and diminish the natural beauty and water quality of Oyster Bay Harbor. Additionally, local community groups and educational institutions will present exhibitions and family fun activities to learn about marine life and ways to help our environment.

The Department of Environmental Resources will provide a hospitality tent offering snacks, coffee, and muffins to the vendors.

The Department of Environmental Resources, with approval by the Department of Parks, will utilize Theodore Roosevelt Memorial Park, Beekman Beach, Centre Island Beach and Stehli Beach to conduct the event. Volunteers will walk the Oyster Bay Harbor shoreline while other volunteers will use diving equipment to collect debris found on shore and in the harbor. The rubbish will be brought to a central point near the Theodore Roosevelt Memorial Park boat launching ramps and the collected trash will be placed in dumpsters. The Bethpage Solid Waste Disposal Complex personnel will then transport the dumpsters to the disposal complex.

Authorization is requested to host the Annual Oyster Bay Harbor Spring Cleanup, and Marine Education Expo and to purchase food and supplies, in the amount not to exceed two hundred fifty dollars (\$250.00). Funds are available in the Account No. DER A 8090 47680 000 0000.



Louis G. Savinetti
Commissioner

LGS:ca

cc: Joseph G. Pinto, Commissioner, Department of Parks
Daniel Pearl, Commissioner, Department of Sanitation

Oyster Bay Harbor Spring Cleanup Proposed Refreshments and Related Supplies

Item	Qty	Estimated Unit Cost	Total Cost
Chock Full of Nuts Original Ground Coffee, 30.5 oz	2	\$10.29	\$20.58
Shop Rite Paper Napkins, 500ct	1	\$4.49	\$4.49
Splenda Pkt - 100 Count	1	\$5.99	\$5.99
Truvia Natural Sweetner 80 Count	1	\$6.99	\$6.99
Lipton Black Tea Bags, 75 ct Decaffeinated	1	\$5.99	\$5.99
Lipton Black Tea Bags, 100 ct	1	\$3.99	\$3.99
Bowl and Basket Gallon Milk	1	\$4.59	\$4.59
Bowl and Basket Quart Skim Milk	1	\$1.82	\$1.82
Bowl and Basket Quart Half and Half	1	\$2.99	\$2.99
Bowl and Basket Spring Water, Gallon	6	\$1.29	\$7.74
.05 cent bottle deposit	6	\$0.05	\$0.30
Shop Rite Paper Towels 6ct	1	\$6.49	\$6.49
Paperbird Non-Scratch Scrub Sponge, 3 ct	1	\$2.49	\$2.49
Hefty EcoSave 9" 100% Compostable Plates, 22 count	4	\$3.99	\$15.96
Saran Cling Wrap 200 sq. ft.	1	\$2.49	\$2.49
Shop Rite Large Dishwashing Detergent	1	\$2.20	\$2.20
Shop Rite Gallon Double Zipper Ziploc Bags, 70 count	1	\$4.29	\$4.29
Fruit Plater	1	\$24.99	\$24.99
Croissants for 25 people, 4 per package	7	\$4.99	\$34.93
Mini Muffins for 25 people, 6 per package	7	\$5.99	\$41.93
			<u>\$201.24</u>



WHEREAS, pursuant to public notice, bids were duly solicited, and were regularly received on February 22, 2023, for Contract No. DER22-255, Rehabilitation of Internal Landfill Gas Control System and Drainage System at O.B.S.W.D.C., and said bids were publicly opened and read; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated March 3, 2023, advised that in compliance with the Town's Procurement Policy, the bid proposals received for Contract No. DER22-255 were reviewed by Lockwood, Kessler & Bartlett, Inc., the Town's Consulting Engineer; and

WHEREAS, Lockwood, Kessler & Bartlett, Inc., by letter dated February 24, 2023, recommended the award of Contract No. DER22-255 to Galvin Bros., Inc./Madhue Contracting, Inc., a Joint Venture, 149 Steamboat, Great Neck, New York 11024, the lowest responsive and responsible bidder among four (4) bids received, in the amount of \$287,501.00; and

WHEREAS, as per Town policy, \$14,375.05 should be added to the low bid amount for potential quantity increases, for a total bid encumbrance of \$301,876.05; and

WHEREAS, Commissioner Lenz, by said memorandum, concurred with the recommendation of Lockwood, Kessler & Bartlett, Inc., and recommended the award of Contract No. DER22-255, to Galvin Bros., Inc./Madhue Contracting, Inc., a Joint Venture, the lowest responsive and responsible bidder, in the amount of \$287,501.00, and \$14,375.05 for potential quantity increases, for a total bid encumbrance of \$301,876.05; and

WHEREAS, the estimated construction time for completion of the contract is one hundred and eighty (180) calendar days, with funds to be drawn from Account No. DER H 8797 20000 000 2106 015, Project ID No. 2106 DERSR05-02; and

WHEREAS, Commissioner Lenz, by said memorandum, further advised that the Office of the Inspector General has reviewed the Bids, the Contract, and the proposed vendor's disclosure questionnaire and is satisfied that the Town's Procurement Policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, that the recommendations as hereinabove set forth are accepted, and Contract No. DER22-255 is awarded to Galvin Bros., Inc./Madhue Contracting, Inc., a Joint Venture, in an amount not to exceed \$301,876.05, in accordance with the provisions herein, and the Supervisor, or his designee, is hereby authorized and directed to execute documents accordingly; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. DER H 8797 20000 000 2106 015, Project ID No. 2106 DERSR05-02; and be it further

RESOLVED, That the Town Comptroller is hereby authorized and directed to issue a total encumbrance order in a total amount not to exceed \$301,876.05, upon presentation of a duly certified claim, after audit.

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

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

Reviewed By
Office of Town Attorney

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

208

MARCH 3, 2023

TO: MEMORANDUM DOCKET

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

SUBJECT: AWARD OF CONSTRUCTION CONTRACT
REHABILITATION OF INTERNAL LANDFILL GAS CONTROL SYSTEM
AND DRAINAGE SYSTEM AT O.B.S.W.D.C.
CONTRACT NO. DER22-255
ACCOUNT NO. DER H 8797 20000 000 2106 015
PROJECT ID NO. 2106 DERSR05-02


On February 22, 2023, the Division of Purchasing received bids for the subject project and the consulting engineer reviewed the bids. Galvin Bros., Inc./Madhue Contracting, Inc., a Joint Venture, 149 Steamboat Road, Great Neck, New York 11024, Federal ID No. [REDACTED] submitted the lowest responsive bid among four (4) in the amount of \$287,501.00.

Attached is a letter dated March 3, 2023 from the office of Lockwood, Kessler & Bartlett, Inc. recommending the award of this contract to Galvin Bros., Inc./Madhue Contracting, Inc., a Joint Venture, in the amount of \$287,501.00. In accordance with Town policy \$14,375.05 should be applied to the low bid amount for potential quantity increases for a total bid encumbrance of \$301,876.05.

The estimated construction time for completion of the subject contract is 180 calendar days. Funds are available for the subject contract work in Account No. DER H 8797 20000 000 2106 015, Project ID NO. 2106 DERSR05-02.

The Office of The Inspector General has reviewed the contract and proposed vendors' disclosure questionnaire and is satisfied that the Procurement Policy has been fulfilled.

We concur with the recommendation of Lockwood, Kessler & Bartlett, Inc. and request that Contract No. DER22-255 be awarded to Galvin Bros., Inc./Madhue Contracting, Inc., a Joint Venture, in the total bid amount of \$287,501.00 and that \$14,375.05 be applied to the low bid amount for a total bid encumbrance of \$301,876.05, and that the Comptroller be directed to issue an encumbrance for this purpose.

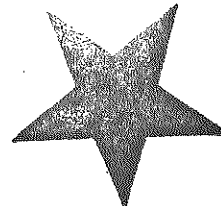

RICHARD W. LENZ, P.E.
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

RWL/MR/sb

Attachments

cc: Steven Ballas, Comptroller
Daniel Pearl, Commissioner/Sanitation

DER22-255 DOCKET AWARD GALVIN-MADHUE





Lockwood, Kessler & Bartlett, Inc.
One Aerial Way · Syosset, NY 11791
516.938.0600 www.lkbinc.com

March 3, 2023
LKB No. 10122.LK.00

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

Attn: Matthew Russo, P.E., Deputy Commissioner
Division of Engineering

Re: Contract No. DER22-255, BID NO. 030-23
Rehabilitation of Landfill Gas Control and Drainage Systems at the OBSWDC

Dear Commissioner Lenz,

On Wednesday, February 22, 2023, the Town received a total of four bid proposals for the Rehabilitation of Landfill Gas Control and Drainage Systems at the OBSWDC, Contract No. DER22-255, BID NO. 030-23. Lockwood, Kessler and Bartlett, Inc. (LKB) has prepared this letter summarizing the bid proposal information including additional documentation required to be submitted with the bid proposal and other contract requirements.

The four bids received ranged from a low bid of \$287,501.00 to a high bid of \$1,265,000.00 as shown in the attached bid tabulation. The low bid was submitted by Galvin Bros, Inc. / Madhue Contracting, Inc., a Joint Venture (GB/MC). The remaining three bids received were \$309,698.00, \$394,400.00 and \$1,265,000.00.

LKB reviewed the qualifications of GB/MC and notes that they have satisfactorily completed several contracts for the Town of Oyster Bay, and are therefore familiar with Town procedures and protocols. GB/MC has confirmed that they have received and reviewed Contract Addendum No. 1 and also attended a site visit, so they are familiar with the contract requirements and the site conditions.

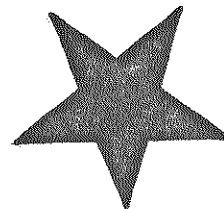
Based on the results of the bid evaluation performed as discussed above, LKB finds no reason that the Town should not award the Contract for the Rehabilitation of Landfill Gas Control and Drainage Systems at the OBSWDC, Contract No. DER22-255, Bid No. 030-23 to Galvin Bros, Inc. / Madhue Contracting, Inc., a Joint Venture, in the bid amount of \$287,501.00.

Please contact this office if you have any questions or need any further information.

Very truly yours,

LOCKWOOD, KESSLER & BARTLETT, INC.

Theresa C. Heneveld, P.E.
Vice President of Environmental Engineering



AN EQUAL OPPORTUNITY EMPLOYER

WHEREAS, Mechanical and Marine Construction Corp., a domestic corporation incorporated under the laws of the State of New York, with an office address at 91 Beaver Drive, Kings Park, New York 11754, has requested permission to occupy and possess a portion of the parking lot at Tappen Beach to temporarily store a twenty (20) square foot storage container in connection with bulkhead repair, pursuant to a license agreement with the Town of Oyster Bay; and

WHEREAS, Frank M. Scalera, Town Attorney, and Anthony C. Curcio, Deputy Town Attorney, by memorandum dated March 8, 2023, advised that the Office of the Town Attorney has negotiated a license agreement with Mechanical and Marine Construction Corp., and recommended and requested that the Town Board authorize the Supervisor, or his designee, to execute the agreement, for a two (2) month period, nunc pro tunc, from February 1, 2023 through and including March 31, 2023, with a fee payable to the Town in amount of TWO THOUSAND FIVE HUNDRED and 00/100 (\$2,500.00) DOLLARS per month; and

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned recommendation and request are hereby accepted and approved, and the Supervisor, or his designee is hereby authorized and directed to execute a license agreement with Mechanical and Marine Construction Corp., for a two (2) month period, nunc pro tunc, from February 1, 2023 through and including March 31, 2023, with a fee payable to the Town in amount of TWO THOUSAND FIVE HUNDRED and 00/100 (\$2,500.00) DOLLARS per month.

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Reviewed By
Office of Town Attorney

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

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

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Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: March 8, 2023

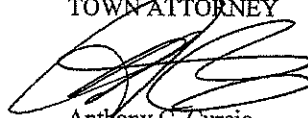
SUBJECT: Authorization to enter an Agreement with Mechanical and Marine Construction Corp.

Mechanical and Marine Construction Corp., a domestic corporation incorporated under the laws of the State of New York, with an office address at 91 Beaver Drive, Kings Park, New York 11754, has requested permission to occupy and possess a portion of the parking lot at Tappen Beach to temporarily store a twenty (20) square foot storage container in connection with bulkhead repair, pursuant to a license agreement with the Town of Oyster Bay.

The Office of the Town Attorney has negotiated said license agreement with Mechanical and Marine Construction Corp., and recommends and requests that the Town Board authorize the Supervisor, or his designee, to execute the agreement, for a two (2) month period, *nunc pro tunc*, from February 1, 2023 through and including March 31, 2023, with a fee payable to the Town in amount of TWO THOUSAND FIVE HUNDRED and 00/100 (\$2,500.00) DOLLARS per month. Entering into said License Agreement shall be at no cost to the Town.

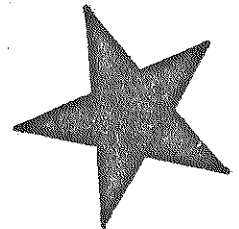
Kindly place this matter on the docket so that the attached Resolution pertaining to this matter can be heard at the March 21, 2023 Town Board meeting.

FRANK M. SCALERA
TOWN ATTORNEY



Anthony C. Curcio
Deputy Town Attorney

ACC:ba
Attachment



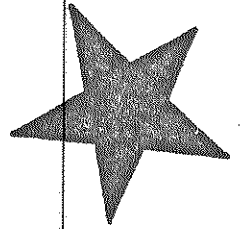
WHEREAS, Mechanical and Marine Construction Corp., a domestic corporation incorporated under the laws of the State of New York, with an office address at 91 Beaver Drive, Kings Park, New York 11754, has requested permission to occupy and possess a portion of the parking lot at Tappen Beach to temporarily store a twenty (20) square foot storage container in connection with bulkhead repair, pursuant to a license agreement with the Town of Oyster Bay; and

WHEREAS, Frank M. Scalera, Town Attorney, and Anthony C. Curcio, Deputy Town Attorney, by memorandum dated March 8, 2023, advised that the Office of the Town Attorney has negotiated a license agreement with Mechanical and Marine Construction Corp., and recommended and requested that the Town Board authorize the Supervisor, or his designee, to execute the agreement, for a two (2) month period, nunc pro tunc, from February 1, 2023 through and including March 31, 2023, with a fee payable to the Town in amount of TWO THOUSAND FIVE HUNDRED and 00/100 (\$2,500.00) DOLLARS per month; and

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned recommendation and request are hereby accepted and approved, and the Supervisor, or his designee is hereby authorized and directed to execute a license agreement with Mechanical and Marine Construction Corp., for a two (2) month period, nunc pro tunc, from February 1, 2023 through and including March 31, 2023, with a fee payable to the Town in amount of TWO THOUSAND FIVE HUNDRED and 00/100 (\$2,500.00) DOLLARS per month.

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Reviewed By
Office of Town Attorney



LICENSE AGREEMENT

DATED:

PARTIES: **TOWN OF OYSTER BAY**, as Licensor, a municipal corporation of the State of New York, having its principal office at TOWN Hall, Audrey Avenue, Oyster Bay, New York 11771, ("TOWN"), and

MECHANICAL AND MARINE CONSTRUCTION CORP., as LICENSEE, having its principal place of business at 91 Beaver Drive, Kings Park, New York 11754, ("MM" or "LICENSEE").

PREMISES: Tappen Beach, located in Glenwood Landing, New York, and more specifically, a portion of the parking lot located as depicted within the area in Exhibit "A" attached hereto ("LICENSED PREMISES").

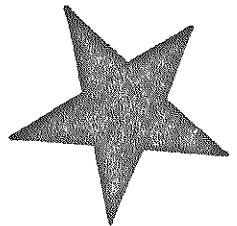
WITNESSETH:

WHEREAS, LICENSEE has requested permission to occupy and possess a portion of the parking lot at Tappen Beach contained within the area depicted in Exhibit "A", pursuant to a license for the storage of a twenty (20) square foot storage container in connection with bulkhead repair; and

WHEREAS, the use of said LICENSED PREMISES by LICENSEE would inure to the benefit of the TOWN and its residents, as it will bring in revenue to the TOWN; and

NOW, THEREFORE, in consideration of the mutual benefits, covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. MM shall have use of the LICENSED PREMISES located at Tappen Beach, allocated to it in this License Agreement ("AGREEMENT") for no other purpose than the use and storage of a twenty (20) square foot storage container by MM in connection with bulkhead repair, and at all times, the LICENSEE shall further limit its use and occupancy of the LICENSED



PREMISES to those uses and activities as are permitted by law. The area demarcated as the LICENSED PREMISES and is depicted in the red circled area on Exhibit "A" which is made part of this AGREEMENT.

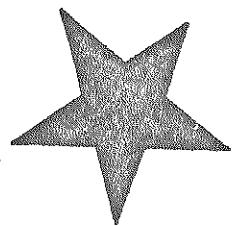
2. **Equipment:** The extent of equipment to be used at the LICENSED PREMISES is equipment traditionally used during repair and construction of a bulkhead and will be stored in the twenty (20) square foot storage container.

3. **Term and Hours of Operation:** The term of the license ("TERM") herein shall be for a period of two (2) months from and including the commencement date of February 1, 2023 through and including March 31, 2021 subject to the terms and conditions set forth herein. Permissible hours of MM's activities shall be limited to Monday through Friday, from 6:30 a.m. to 6:00 p.m., with no operations on weekends and no operations on weekday evenings/nights from 6:00 p.m. to 6:30 am.

4. **License Fee:**

(a) The license fee (hereinafter "FEE") shall be computed on the following basis. A FEE shall be payable by LICENSEE to the TOWN monthly, in advance, and in any event, within the first ten (10) days of any calendar month. The FEE shall be in the amount of TWO THOUSAND FIVE HUNDRED and 00/100 (\$2,500.00) DOLLARS per month, during the TERM.

(b) LICENSEE shall in no event be entitled to any abatement of or reduction in FEE or right of offset of any kind and description except as herein expressly provided. The TOWN shall receive all fees as provided free and clear of any and all impositions, encumbrances, charges, obligations or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. LICENSEE shall at all times keep the LICENSED PREMISES

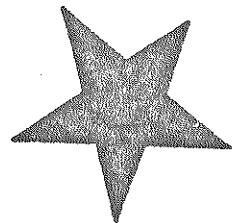


free and clear of any encumbrances, liens, mechanic's liens, public improvement liens, and any other matters, in regard specifically to its use by the LICENSEE of the premises, that may affect the quality and marketability of title to the LICENSED PREMISES.

5. **License Terminable Upon Written Notice by Town:** This AGREEMENT is terminable at will by the TOWN or by the LICENSEE upon thirty (30) days' prior written notice to the other party. The TERM shall expire and the obligations of the TOWN under this AGREEMENT shall terminate on the date set forth in any such notice. On the date set forth in such notice for termination of this AGREEMENT, the LICENSEE shall cease and surrender its use of the LICENSED PREMISES in the condition required as if the TERM had expired on such date and otherwise in accordance with this AGREEMENT

6. **Condition of Licensed Premises at End of Term:** Upon the expiration of TERM or the date of cancellation of the License, as the case may be, the LICENSED PREMISES shall be returned to the TOWN free and clear of any waste and debris, and free and clear of all of LICENSEE's personal property, and in good and sanitary condition and free and clear of all liens and encumbrances; and upon the written request of the TOWN at any time prior to or after the TERM or expiration of the License herein, the LICENSEE shall, at its own cost and expense, restore and rehabilitate said land and appurtenances thereon to its original condition, all to the reasonable satisfaction of the TOWN.

7. **Acceptance of Licensed Premises/Waivers by Licensee:** The LICENSEE waives any and all claims for compensation from the TOWN for any and all loss and damage sustained by reason of any defect, deficiency, or impairment of the LICENSED PREMISES, the condition of which the LICENSEE has accepted and assumed. LICENSEE has accepted the



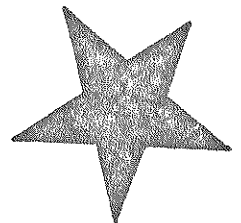
LICENSED PREMISES "as is" with all faults and conditions and without relying upon any representations of the TOWN, or its representatives.

8. **Modification/Assignment:** This AGREEMENT may not be modified except by writing, duly executed by the parties. Oral modifications are ineffective to bind the TOWN. LICENSEE may not assign, or otherwise transfer, all or any part of its interest in this AGREEMENT or in the Premises without the prior written consent of the TOWN, which may be withheld for any reason or no reason without any liability to the TOWN. LICENSEE may not sub-license the LICENSED PREMISES without the written permission of the TOWN which permission may be withheld for any or no reason without any liability to the TOWN.

9. **Insurance:** The LICENSEE shall obtain insurance coverage in regard to the LICENSEE's use of the LICENSED PREMISES pursuant to this License and provide Certificates of Insurance with respect to comprehensive general liability in amounts per occurrence of not less than \$1,000,000.00 and \$2,000,000 in the aggregate and shall name the TOWN as an additional insured. A copy of relevant endorsements shall be provided to the TOWN.

10. **Indemnification of the Town by the Licensee/Assumption of Risk:** The LICENSEE agrees that the TOWN shall be free from all liabilities and claims for damages and/or suits for and by reason of any injury or loss to any person or property of any kind whatsoever on or arising out of the LICENSEE's use of the LICENSED PREMISES from any cause or causes whatsoever from the date of LICENSEE's occupancy of the LICENSED PREMISES. LICENSEE covenants and agrees to indemnify and save harmless the TOWN from any and all liabilities, charges, claims, damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of or pertaining to the LICENSEE's use of the LICENSED PREMISES during the TERM.

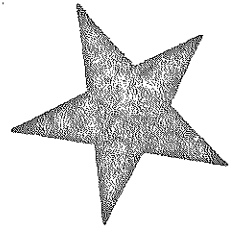
11. **Further Provisions on Use of Premises and Compliance with Law:** LICENSEE shall



not interfere with TOWN functions or cause a public nuisance, other unreasonable disturbances, excessive noise or noxious odors. LICENSEE shall take good care of the LICENSED PREMISES and maintain same in a reasonably clean, sanitary and safe condition. LICENSEE shall promptly comply and cooperate with any and all requests that may be reasonably necessary or prudent in order for the TOWN to comply with law. LICENSEE agrees to comply with all applicable federal, state and local regulations and all rules, regulations and ordinances of the TOWN, and shall promptly correct and/or cure any and all violations imposed by any governmental agency with respect to the LICENSEE's use of the LICENSED PREMISES. Under no circumstances shall the LICENSED PREMISES be used for any unlawful, illegal or immoral purpose whatsoever.

12. **Termination of License for Default:** If either (i) LICENSEE fails to pay the FEE or any other sums due the TOWN or any other cost for which it is responsible hereunder within ten (10) days of written demand; or (ii) if there is any other breach of any other TERM, covenant and/or condition of this AGREEMENT by the LICENSEE, the TOWN may Terminate this AGREEMENT (resulting in an expiration of the TERM and the License granted herein) upon only five (5) days' written notice. This Termination provision is in addition to the right of the TOWN to Terminate the License under paragraph 5 hereof and any and all other rights the TOWN may have under the law. In addition, the TOWN retains and reserves any and all rights and remedies with respect to this AGREEMENT and the LICENSED PREMISES.

13. **Notices:** All notices, demands and requests given or required to be given by, pursuant to, or relating to, this AGREEMENT shall be in writing. All notices shall be deemed to have been properly given if hand delivered or if mailed by United States registered or certified mail,



with return requested, postage prepaid, or by United States Express mail or FEDEX or other comparable overnight courier service to the parties at the addresses set forth below (or at such other addresses as shall be given in writing by any party to the others):

If to the TOWN:

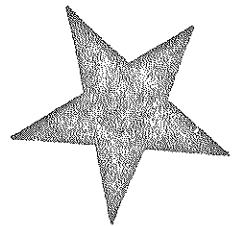
THE TOWN OF OYSTER BAY
Town Hall
54 Audrey Avenue
Oyster Bay, New York 11771
Attention: Town Attorney

If to LICENSEE:

MECHANICAL AND MARINE CONSTRUCTION CORP.
91 Beaver Drive
Kings Park, New York 11754

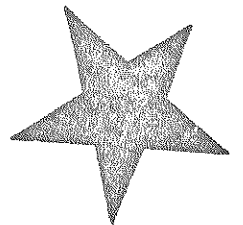
A notice shall be deemed to have been given: in the case of hand delivery, at the time of delivery; in the case of registered or certified mail, when delivered or two (2) business days after mailing; or in the case of overnight courier service, on the business day after the same was sent.

14. **Environmental Covenant and Indemnity:** During LICENSEE's occupation and possession of the LICENSED PREMISES, it shall keep the LICENSED PREMISES free from the introduction and release of Hazardous Materials (defined herein). During the TERM and thereafter, the LICENSEE hereby indemnifies and holds the TOWN harmless from and against the presence of any and all Hazardous Materials (defined herein) entering or released upon the LICENSED PREMISES as of the commencement date of this AGREEMENT, by the LICENSEE and its agents, invitees, guests, representatives or anyone entering the LICENSED PREMISES (whether or not on LICENSEE's behalf) (and during any extensions or holdovers



thereof), including without limitation, from and in connection with LICENSEE's vehicles and/or equipment or operations. The TERM "Hazardous Materials" as used in this AGREEMENT shall include, without limitations, gasoline, petroleum products, explosives, radioactive materials, hazardous materials, hazardous waste, hazardous or toxic substances, polychlorinated biphenyls or related or similar materials, asbestos or any material containing asbestos, or any other substance, the use of which is restricted, or otherwise regulated by any federal, state or local environmental law, ordinance, rule or regulation. The LICENSEE hereby indemnifies the TOWN and agrees to hold the TOWN harmless from and against any and every kind whatsoever (including reasonable attorneys' fees) paid, incurred, or suffered by or asserted against the TOWN at any time for, with respect to, or as a direct result of (i) the introduction during the TERM on or under the LICENSED PREMISES of Hazardous Materials or (ii) the escape, seepage, leakage, spillage, discharge, emission, or release from the LICENSED PREMISES, or into or upon any affected land, or any related or nearby or affected atmosphere, or any affected watercourse, body of water, or wetland at any time during LICENSEE's occupancy, use, or possession of the LICENSED PREMISES, of any Hazardous Materials or (ii) LICENSEE's non-compliance with respect to any federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating to, or imposing liability or standards of conduct concerning any Hazardous Materials. The LICENSEE fully understands that this paragraph is a material inducement to the TOWN making this AGREEMENT. The obligations and liabilities of LICENSEE under this paragraph shall survive the expiration of the TERM and termination of this AGREEMENT.

15. **Entire Agreement/Counterparts/Electronic Signatures:** It is understood and agreed



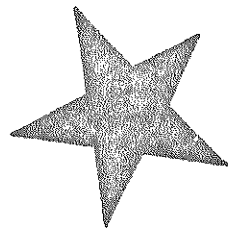
that this AGREEMENT embodies the entire understanding of the parties with regard to the LICENSED PREMISES, and may not be extended or modified except in writing, and subscribed by both parties hereto. This AGREEMENT may be executed in any number of duplicate originals, and each duplicate original shall be deemed to be original. This AGREEMENT may be executed in any number of counterparts; each of which counterpart shall be deemed an original and all of which together constitute a fully executed agreement even though all signatures do not appear on the same document. This AGREEMENT may also be signed and delivered utilizing electronic signatures sent via electronic mail in "pdf" format. Such electronic signatures shall be binding upon the signatory.

16. **Access:** Nothing in this AGREEMENT shall restrict the TOWN's access to Tappen Beach and/or to LICENSED PREMISES and the LICENSEE shall maintain all areas of Tappen Beach outside the aforementioned area unencumbered and free of debris.

17. **Captions:** The captions are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or intent of any provisions of this AGREEMENT.

18. **Consent to Jurisdiction:** LICENSEE hereby irrevocably consents to the jurisdiction of the State of New York and to the Supreme Court of the State of New York, Nassau County, for the purpose of any suit, action or other proceeding arising out of or relating to this AGREEMENT or the subject matter hereof.

19. **Applicable Law:** This AGREEMENT and the obligations arising hereunder shall be governed by, and construed in accordance with, the laws of the State of New York.



20. **Ratification:** This AGREEMENT is subject to Town Board ratification.

IN WITNESS WHEREOF, the parties hereto have signed this agreement the day and
year first written above.

TOWN OF OYSTER BAY

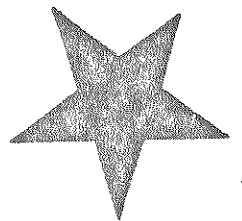
By:
Title: Town Supervisor/Designee

MECHANICAL AND MARINE CONSTRUCTION CORP.

By:
Title:

REVIEWED AS TO FORM:

Deputy Town Attorney



ACKNOWLEDGEMENTS

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

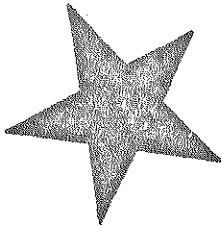
On the _____ day of _____, 2023 in the year, before me, the undersigned notary public, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

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

On the _____ day of _____, 2023 in the year, before me, the undersigned notary public, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public



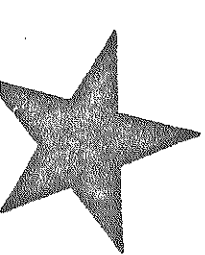


EXHIBIT "A"

WHEREAS, pursuant to public notice, bids were duly solicited, and eleven (11) bids were received for Contract No. H19-198PH2, Highway Improvements to the Southwood Circle Area Phase 2, located in Syosset, New York, and said bids were publicly opened and read; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memoranda dated March 2, 2023 and March 10, 2023, advised that in compliance with the Town's Procurement Policy, the bid proposals received for Contract No. H19-198PH2, were reviewed by Lockwood, Kessler & Bartlett, Inc., the Town's Consulting Engineer, and it was determined that Metro Paving, LLC, 500 Patton Avenue, West Babylon, New York 11704, submitted the lowest responsible and responsive bid in the amount of \$1,579,194.00; and

WHEREAS, Lockwood, Kessler & Bartlett, Inc., by letter dated March 9, 2023, recommended that Contract No. H19-198PH2 be awarded to Metro Paving, LLC, in the amount of \$1,579,194.00, and in accordance with Town policy, \$78,959.70 be applied to the low bid amount for potential quantity increases for a total bid encumbrance of \$1,658,153.70; and

WHEREAS, Commissioner Lenz, by said memorandum, concurred with the recommendation of Lockwood, Kessler & Bartlett, Inc. and recommended the award of Contract No. H19-198PH2 to Metro Paving LLC, the lowest responsive and responsible bidder, in the amount of \$1,579,194.00, and \$78,959.70 for potential quantity increases, for a total bid encumbrance of \$1,658,153.70; and

WHEREAS, Commissioner Lenz, by said memoranda, reported that said agreement with Metro Paving, LLC should be for a one-hundred fifty (150) days starting from the date of the award, with funds available in Account No. HWY H5197 20000 000 2303 008, Project ID# 2303HWYDB-02; and

WHEREAS, The Office of the Inspector General has reviewed the Contract and the vendor's disclosure questionnaire and is satisfied that the Town's Procurement Policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted and approved, and Contract No. H19-198PH2 is awarded to Metro Paving, LLC, in the amount of \$1,579,194.00, and in accordance with Town policy, \$78,959.70 be applied to the low bid amount for potential quantity increases for a total bid encumbrance of \$1,658,153.70; 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, the funds for said payment to be drawn from Account No. HWY H5197 20000 000 2303 008, Project ID# 2303HWYDB-02.

-#-

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

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

Reviewed By
Office of Town Attorney

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

March 10, 2023

TO : MEMORANDUM DOCKET

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

SUBJECT: SUPPLEMENTAL DOCKET MEMO. TO ITEM NO. 27
DOCKET OF MARCH 07, 2023
AWARD OF CONSTRUCTION CONTRACT
HIGHWAY IMPROVEMENTS TO THE SOUTHWOOD CIRCLE AREA PHASE 2
LOCATED IN SYOSSET, NEW YORK
CONTRACT NO: H19-198PH2
ACCOUNT NO: HWY H5197 20000 000 2303 008
PROJECT ID# 2303HWYDB-02


In furtherance to Item No. 27 of the docket of March 7, 2023, on March 8, 2023, the Division of Purchasing received bids for the above subject project and the consulting engineer reviewed the bids. Metro Paving, LLC., 500 Patton Avenue, West Babylon, NY 11704, Federal ID# [REDACTED] submitted the lowest responsive bid among eleven (11) in the amount of \$1,579,194.00.

Attached is a letter dated March 9, 2023 from the office of Lockwood, Kessler & Bartlett, Inc. recommending the award of this contract to Metro Paving, LLC. in the amount of \$1,579,194.00. In accordance with Town policy \$78,959.70 should be applied to the low bid amount for potential quantity increases for a total bid encumbrance of \$1,658,153.70.

The construction time for completion of the subject contract is 150 calendar days. Funds are available for the subject contract work in Account No. HWY H5197 20000 000 2303 008, Project ID# 2303HWYDB-02.

The Office of The Inspector General has reviewed the Contract and proposed vendor's disclosure questionnaire and is satisfied that the Procurement Policy has been fulfilled.

We concur with the recommendation of Lockwood, Kessler & Bartlett, Inc., request that Contract No. H19-198PH2 be awarded to Metro Paving, LLC in the total bid amount of \$1,579,194.00 and that \$78,959.70 be applied to the low bid amount for a total bid encumbrance of \$1,658,153.70.

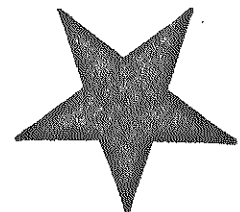

RICHARD W. LENZ, P.E.
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

 RWL/MR/HAS/sb

Attachments

cc: Steven C. Ballas, Comptroller
John C. Tassone, Chief Deputy Commissioner/HIGHWAY

H19-198PH2 DOCKET CONTRACTOR AWARD TO METRO 2023-03-10 ADOPT 3-7





Lockwood, Kessler & Bartlett, Inc.
One Aerial Way - Syosset, NY 11791
516.938.0600 www.lkbinc.com

March 9, 2023

(LKB 10144.LK)

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

**RE: Construction of Highway Improvements Southwood Circle Area, Phase 2
Contract No. H19-198PH2**

Dear Commissioner Lenz:

Eleven bids were received on March 8, 2023, for this project. The bid amounts ranged from a low of \$1,579,194.00 to a high of \$3,648,510.00. (see accompanying Bid Summary breakdown)

We conducted a review of the three apparent low bidders and prepared the enclosed bid summary table. The three low bids are as follows: Metro Paving LLC at \$1,579,194.00, United Paving Corp. at \$1,837,725.00, and Macedo Contracting Services at \$1,938,150.00. The low bid is 22% below the engineer's estimate of \$2,024,855.00.

There is a difference of \$510,249 between the low bid and the average of all bids. Of this difference, \$404,075 is primarily attributable to the unit prices bid for the asphalt paving items being 25% below and the mixed-in-place base item being 29% below the average of all bids for these items.

Review of the bid documents found minor arithmetic errors with the Laser Industries and Stasi Industries bids, which did not result in a re-ordering of the bidder order. No other bidding errors or irregularities were found. It therefore appears Metro Paving LLC is the apparent lowest bidder at \$1,579,194.00.

We have been in contact with Metro Paving LLC since the bid opening with regards to this project. Dennis Kellerman of Metro Paving LLC confirmed the appropriateness of his asphalt paving prices and the bid total and has confidence with the company's capabilities to complete the project.

Metro Paving LLC is known to the Town of Oyster Bay and LKB having performed satisfactory work for the Town on multiple projects. This includes the recent completion of the Phase 1 portion of the Southwood Circle Area project.

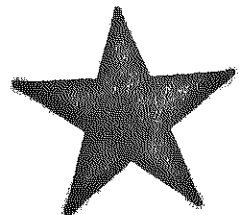
Based on our review of information provided in the proposal, we find no sufficient cause for the Town to not award the contract to the apparent low bidder Metro Paving LLC in the total amount bid of \$1,579,194.00.

Please call if you have any questions.

Sincerely,
Lockwood, Kessler & Bartlett, Inc.

Bart A. Marino, P.E.

Encl.



AN EQUAL OPPORTUNITY EMPLOYER

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

March 2, 2023

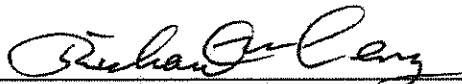
TO: MEMORANDUM DOCKET

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

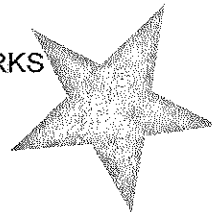
SUBJECT: AWARD OF CONSTRUCTION CONTRACT
HIGHWAY IMPROVEMENTS TO THE
SOUTHWOOD CIRCLE AREA PHASE 2
CONTRACT NO. H19-198PH2
SUPPLEMENTAL MEMO TO FOLLOW

The Division of Purchasing is scheduled to receive bids for the subject contract, which will be followed by a review by the Division of Engineering. A formal recommendation of award for this contract will be provided by supplemental memorandum docket.

It is requested that a space be reserved at the Town Board meeting of March 21, 2023 for the Town Board to take action on the Award of Construction Contract for Highway Improvements to the Southwood Circle Area, Contract No. H19-198PH2.



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




RWL/MR/HAS/lk

cc: John C. Tassone, Chief Deputy Commissioner/Highway

H19-198PH2 CONTRACTOR AWARD PRE-DOCKET SAVE SPACE

Meeting of March 21, 2023

Resolution No.211-2023

WHEREAS, pursuant to duly published notice, a hearing was held before the Town Board on March 21, 2023, to present Contracts for Fire Protection, as follows:

<u>CALENDAR YEAR 2023</u>	<u>FIRE PROTECTION DISTRICT</u>	<u>AGREED PER ANNUM AMOUNT NOT TO EXCEED</u>
<u>FIRE COMPANY</u>		
1. Roslyn Highlands Hook & Ladder, Engine and Hose Company Inc.	Greenvale	\$ 11,300.00
2. Rescue Hook & Ladder Co. #1 (aka Roslyn Rescue)	Greenvale	\$ 11,556.00
3. Bayville Fire Company No. 1, Inc.	Bayville	\$ 36,452.00
4. Bayville Fire Company No. 1, Inc.	Certain territory known as Section 28, Block G, Lot 3	\$ 7,922.00

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 2023, is estimated not to exceed \$25,000.00; and

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 2023, 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 2023, 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 Roslyn Highlands Hook & Ladder, Engine and Hose Company Inc., and the Rescue Hook & Ladder Co. #1 (aka Roslyn Rescue), and with the Bayville Fire Company No. 1, Inc. for the period January 1, 2023 to December 31, 2023, 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, and to execute other documents are necessary to carry out the purpose of this Resolution, with Contracts to be effective as of January 1, 2023, 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 SF15 3410 44910 000 0000, PKS A 7110 44900 000 0000, TWN SF 3410 47790 000 0000, and TWN SF15 3410 47790 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	Absent
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

Reviewed By
Office of Town Attorney

Elizabeth A. Taughman

MS
Reviewed By
Office of Town Attorney
Elizabeth A. Taughman

WHEREAS, Francis J. Koch, P.E., Superintendent, South Farmingdale Water District, ("District"), by letter dated March 13, 2023, requested that the Town enter into an Inter Municipal Agreement with the District, allowing the District permission to fuel the District's vehicles at the Town of Oyster Bay's refueling stations; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, and Michael Cipriano, Division Head Central Vehicle Maintenance, by memorandum dated March 16, 2023, requested and recommended that the Town enter into a new Inter-Municipal Agreement with the South Farmingdale Water District to purchase fuel for its vehicles at the Town of Oyster Bay's various refueling stations; and

NOW, THEREFORE, BE IT RESOLVED, That the recommendation and request as hereinabove set forth are accepted and approved, and the Supervisor, or his designee, is hereby authorized to execute an agreement between the Town and the South Farmingdale Water District allowing said District to purchase fuel for its vehicles at the Town of Oyster Bay's various refueling stations, for the period, from March 22, 2023 through and including July 31, 2029.

#

The foregoing 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	Absent
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

25

212

TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

March 16th, 2023

TO: MEMORANDUM DOCKET

FROM: MICHAEL CIPRIANO, DEPARTMENT HEAD, CVM

THROUGH: RICHARD W. LENZ, P.E., COMMISSIONER OF DPW/HIGHWAY


SUBJECT: SOUTH FARMINGDALE WATER DISTRICT
INTER-MUNICIPAL FUEL AGREEMENT


Attached, Please find a letter from Francis J. Koch, P.E., Superintendent of South Farmingdale Water District. Requesting to enter into a fuel agreement with the Town of Oyster Bay.

The South Farmingdale Water District is requesting to enter into the attached agreement with the Town of Oyster Bay to purchase fuel for their vehicles at the town's fuel facilities. I have attached a copy of our correspondence for your review.

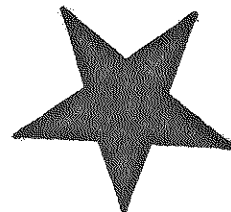
After a full review, and considering the fact that there will be a limited number of vehicles, which will not have an adverse effect on our fuel supply, I recommend that we proceed with this agreement.

Kindly suspend the rules and place this matter on the Town Board action calendar for Tuesday, March 21, 2023


For Michael Cipriano
Division Head, CVM


Richard W. Lenz, P.E.
Commissioner, D.P.W./Highway

C: Steven C. Ballas, Comptroller





South Farmingdale Water District

40 Langdon Road
P.O. Box 3319
Farmingdale, NY 11735-0903
www.sfwater.com

v 516-249-3330
f 516-249-9635

March 13, 2023

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

Re: SFWD Request to Utilize The Town of Oyster Bay Fuel System

Dear Mr. Saladino:

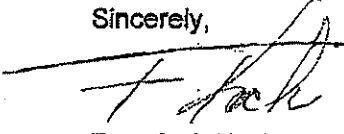
On behalf of South Farmingdale Water District Commissioners, I am requesting the Town of Oyster Bay Board to consider the use of your fuel system facilities to support the Water District vehicle fleet. The district currently has its own fuel storage tank and pump station that is nearing the end of its useful life. We will be removing the station but do not want to replace it for two main reasons.

The first reason is to prevent a hazardous condition in the form of fuel spill on one of our drinking well sites. A fuel tank on a well site has a potential to be an environmental threat to our source water.

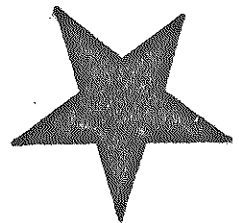
The second is a cost savings to our shared constituents. Through municipal cooperation, we would be removing a redundant system and promoting efficiency by utilizing the Department of Public Work's expertise and larger scale. The Department of Public Works is better equipped to maintain a fuel system as it is a key component of TOBAY's well-maintained Public Work's yard. The Water District would be able to focus on its core mission to provide clean safe drinking water to our shared residents and business owners.

I hope this letter meets with a positive response and an intermunicipal agreement between the Town and the Water District. Thank you for your consideration and if you have any questions, require more information or my presence at a Town Board meeting do not hesitate to call me.

Sincerely,


Francis J. Koch, P.E.
Superintendent

cc: Board of Commissioners(SFWD)
Mr. Willis Carman, Esq.
Mr. Brian Parker (TOBAY)





South Farmingdale Water District

40 Langdon Road
P.O. Box 3319
Farmingdale, NY 11735-0903
www.sfwater.com

MC
v 516-249-3330
f 516-249-9635

March 13, 2023

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

Re: SFWD Request to Utilize The Town of Oyster Bay Fuel System

Dear Mr. Lenz:

On behalf of South Farmingdale Water District Commissioners, I am requesting the Town of Oyster Bay Board to consider the use of your fuel system facilities to support the Water District vehicle fleet. The district currently has its own fuel storage tank and pump station that is nearing the end of its useful life. We will be removing the station but do not want to replace it for two main reasons:

The first reason is to prevent a hazardous condition in the form of fuel spill on one of our drinking well sites. A fuel tank on a well site has a potential to be an environmental threat to our source water.

The second is a cost savings to our shared constituents. Through municipal cooperation, we would be removing a redundant system and promoting efficiency by utilizing the Department of Public Work's expertise and larger scale. The Department of Public Works is better equipped to maintain a fuel system as it is a key component of TOBAY's well-maintained Public Work's yard. The Water District would be able to focus on its core mission to provide clean safe drinking water to our shared residents and business owners.

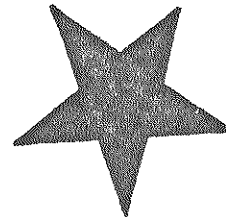
I hope this letter meets with a positive response and an intermunicipal agreement between the Town and the Water District. Thank you for your consideration and if you have any questions, require more information or my presence at a Town Board meeting do not hesitate to call me.

Sincerely,



Francis J. Koch, P.E.
Superintendent

cc: Board of Commissioners (SFWD)
Mr. Willis Carman, Esq.



AGREEMENT

Dated: , 2023

Parties: TOWN OF OYSTER BAY, a municipal corporation of the State of New York, with a principal office at Town Hall, 54 Audrey Avenue, Oyster Bay, New York 11771, and hereinafter referred to as the "TOWN"; and

THE SOUTH FARMINGDALE WATER DISTRICT, a New York State Town Law Article 13, Commissioner-Elected Water District, having its principal business address at 40 Langdon Rd, Farmingdale, NY 11735, hereinafter referred to as the "DISTRICT".

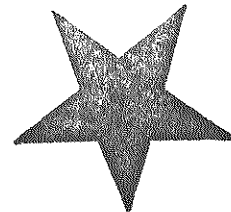
WITNESSETH:

WHEREAS, the DISTRICT has requested permission to fuel its vehicles at the Town's fueling facilities located at the Department of Public Works at 150 Miller Place, Syosset, 11791; Town of Oyster Bay Highway Yard at Lake Avenue, Oyster Bay, 11771; Town of Oyster Bay Highway Yard at Carman Mill Road, Massapequa, 11758; Department of Parks, 977 Hicksville Road, Massapequa, 11758; the Hon. Joseph Colby Town of Oyster Bay Golf Course, Southwoods Road and Jericho Turnpike, Syosset, 11791; and the Old Bethpage SWD Complex, 101 Bethpage-Sweet Hollow Road, Old Bethpage, 11804, collectively, the "FACILITIES"; and

WHEREAS, this Town Board determined that granting said request would be in the best interest of the TOWN,

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

1. The DISTRICT shall have access to TOWN fueling pumps located at the FACILITIES during normal business hours or as otherwise agreed upon by representatives of the DISTRICT and TOWN.



2. The DISTRICT will be responsible for all hardware and software updates to program the DISTRICT's vehicles to be compatible with the TOWN's technology infrastructure and to create a separate billing account.

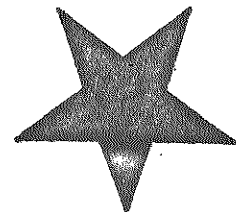
3. The TOWN will tally the monthly fuel usage by DISTRICT vehicles at the FACILITIES, and submit an invoice to the DISTRICT for total gallons used and total cost. Cost shall be computed utilizing the same price per gallon paid by the TOWN. Billing is to be done by the TOWN's Office of the Comptroller on a monthly basis.

4. There shall be a four percent (4%) surcharge imposed by the TOWN, in addition to the cost of fuel used by the DISTRICT. Said surcharge represents the TOWN's cost of maintaining and administering the fueling system.

5. The DISTRICT shall be responsible for any and all damage to the FACILITIES, including the fueling pumps caused by the DISTRICT, such as "drive aways" at the pumps, etc..

6. The DISTRICT agrees to procure and maintain from an insurance company authorized to do business in the State of New York, and keep in force during the term of this Agreement, a policy of comprehensive general liability insurance on which the DISTRICT and the TOWN are each named insured, with a policy or policies providing \$1,000,000.00 per occurrence/ \$2,000,000.00 in the aggregate/ \$500,000.00 property damage.

7. The DISTRICT agrees to defend and indemnify the TOWN against any claims, demands, causes of action, and judgments for damages arising from any of the rights or obligations arising under this Agreement. This clause shall not be construed to negate, abridge, or otherwise reduce any other obligation of defense or indemnity which would otherwise exist to defend the TOWN.



8. This agreement may be terminated as follows:

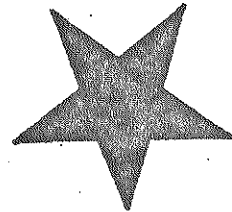
- a. By either party upon thirty (30) days' written notice to the other party; or
- b. By the TOWN if the TOWN no longer operates or maintains fueling facilities.

The Town shall not be liable for any damages flowing from the termination of this Agreement as provided herein.

9. In the event that the TOWN through no fault of its own, is unable to provide all or any fuel requested by the DISTRICT at any time during the term of this contract due to acts of God, strikes, riots, or other similar circumstance, the TOWN shall promptly notify the DISTRICT of inability and this Agreement may be suspended immediately until such time as the situation is remedied and the TOWN can resume its obligations under this Agreement. The TOWN shall not be liable for damages flowing from any such suspension of this Agreement.

10. All notices required under this Agreement shall be sent by certified mail, return receipt requested to the TOWN's Office of the Town Attorney or DISTRICT, as appropriate.

11. Neither this Agreement nor any provision thereof shall be amended, modified, or deemed modified, except by a subsequent agreement executed by both parties. Any waiver by either party of any provision of this Agreement or of any right or option hereunder shall not be deemed a continuing waiver, and shall not prevent or stop such party from thereafter enforcing such provision, right or option. The failure of either party to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Agreement by the



other party shall not be construed as a waiver or relinquishment for the future of any such term or provision, but the same shall continue in full force and effect.

12. This Agreement is dated as of the date above first-written, and is effective as of March 22, 2023. The Term of the Agreement shall commence on March 22, 2023, and shall terminate July 31, 2029, unless otherwise terminated pursuant to the terms of this Agreement.

13. The above terms constitute the entire Agreement between the parties. There have been no other oral or written agreements or protocols. If for any reason a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, such provision of this Agreement will be enforced to the maximum extent permissible under the law, and the other provisions of this Agreement shall remain in full force and effect.

14. This Agreement shall be construed and governed in accordance with the laws of the State of New York. The parties agree to submit to the jurisdiction of the courts of the State of New York, County of Nassau.

IN WITNESS WHEREOF, the parties hereto have caused these agreements to be executed by the proper officials thereof pursuant to resolutions duly adopted by the respective Boards of said parties.

Reviewed by:

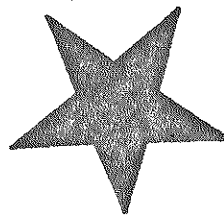
TOWN OF OYSTER BAY

Office of the Town Attorney

BY: _____

SOUTH FARMINGDALE WATER DISTRICT
BY: _____

*Inter-Municipal Agreement between the Town of Oyster Bay and the South Farmingdale Water District
for use of the Town's fueling stations*



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

On this day of , 2023, before me personally came and appeared
_____, to me known, who, being by me duly sworn, did depose
and say that he is the _____ of the Town of Oyster Bay, the municipal
corporation described herein and which executed the foregoing instrument; that this agreement
was authorized by order of the Town Board of said corporation, that by virtue of the authority
conferred on him by law, he subscribed his name to the foregoing instrument and that he executed
the same for the purpose therein mentioned.

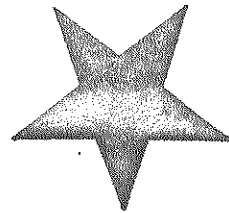
Notary Public

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

On this day of , 2023, before me personally came and
appeared _____, to me known, who, being by me duly sworn, did
depose and say that he/ is the _____ of the SOUTH
FARMINGDALE WATER DISTRICT, the New York State Town Law Article 13,
Commissioner-Elected Water District, described herein and which executed the foregoing
instrument; that this agreement was authorized by order of the Board of said DISTRICT, that by
virtue of the authority conferred on him/her by law, he/she subscribed his/her name to the
foregoing instrument and that he/she executed the same for the purpose therein mentioned.

Notary Public

*Inter-Municipal Agreement between the Town of Oyster Bay and the South Farmingdale Water District for
use of the Town's fueling stations*



WHEREAS, in accordance with the provisions of Chapter 30 – Ethics, of the Code of the Town of Oyster Bay and regulations promulgated thereunder, the Town Board must make an annual determination regarding which elected officials, officers and employees must file a financial disclosure form for that year, and such determination must be filed with the Town of Oyster Bay Board of Ethics; and

WHEREAS, Steven Leventhal, Esq., Counsel to the Board of Ethics, by letter dated March 2, 2023, requested that the Town Board consider the following list of individuals file financial disclosure forms for the year ended December 31, 2022:

ELECTED OFFICIALS

Joseph S. Saladino, Town Supervisor
Michele M. Johnson, Esq., Councilwoman
Louis B. Imbroto, Esq., Councilman
Thomas P. Hand, Councilman
Steven L. Labriola, Councilman
Laura L. Maier, Councilwoman
Vicki Walsh, Councilwoman
Richard LaMarca, Town Clerk
Jeffrey P. Pravato, Receiver of Taxes

OFFICE OF THE EXECUTIVE

Gregory W. Carman, Jr., Esq., Deputy Supervisor
Robert Darienzo
Kevin DeLury
James McCaffrey
Andrew Rothstein
Roy Seter
Erin Smith-Kelly
Elizabeth Tarpinian

INSPECTOR GENERAL

Brian J. Noone

JONES FUND TRUSTEES

Robert McGeever
Daniel S. McLane
Michael Scarpa

OFFICE OF THE TOWN BOARD

Karen Romito Solomon
Meredith Gioeli
Nancy Haarstick

DRS
Reviewed By
Office of Town Attorney

2023

(Office of
Town Board,
Continued)

Emma Rosasco
Donna Weiss
Serafina White
Brian Nevin
Marta Kane
Michael Schwalje
Kurt Ludwig
Marybeth Krummenacker
Richard Zyta
Esther Alter
James Suozzi
Maryann Webb
Marissa Boccio
John T. Surlis
Madison Spanodemos
Harpreet Malhotra

OFFICE OF THE TOWN ATTORNEY

Frank M. Scalera, Esq., Town Attorney
Thomas M. Sabellico, Esq., Special Counsel
Ralph P. Healey, Esq.
Anthony C. Curcio, Esq.
Paul Ehrlich, Esq.
Elizabeth A. Faughnan, Esq.
Matthew Fernando, Esq.
Jeffrey Lesser, Esq.
Dennis P. Sheehan, Esq.
Domenica Wolfe, Esq.
Marie Kelly
Sheila Tarnowski

OFFICE OF THE TOWN CLERK

Donna Antetomaso, Deputy Town Clerk
Raymond Avera, Esq., Deputy Town Clerk
Carol Fiorenza
Sheri Porter
Jean Aarons

OFFICE OF THE RECEIVER OF TAXES

Maura Fahey
Kathleen Tobin

OFFICE OF THE COMPTROLLER

Steven C. Ballas, Comptroller
Christine M. Wiss, Deputy Comptroller
Joseph E. Carbone
Richard P. Principe

DEPARTMENT OF COMMUNITY AND YOUTH SERVICES

Maureen A. Fitzgerald, Commissioner
Patricia A. Beckerle, Deputy Commissioner
Krista Fileccia-Hardman
Mary Jo Reby
Maureen Loesch
Sharon Betz
Joseph Visconti
Iris Williams

DEPARTMENT OF GENERAL SERVICES

Ralph Raymond, Commissioner
Jeffrey Vitale, Deputy Commissioner
Thomas Bradke
Brian Brown
Jaime Conologue
Susan Cowley
Francis Frost
Francene Iaizzo
Anthony Keating
Ernest Lustenring
Bradley Panetta
Robert Scarpa

DEPARTMENT OF HUMAN RESOURCES

John Canning, Esq., Commissioner
Vicki Spinelli, Deputy Commissioner
Denise Olivieri-Rosner

DEPARTMENT OF INTERGOVERNMENTAL AFFAIRS

Frank Sammartano, Commissioner
John Sarcone, Deputy Commissioner
Colin Bell, Deputy Commissioner
Peter Aiello
Regan Lally, Esq.
Dennis Palmieri

DEPARTMENT OF PUBLIC WORKS

Richard W. Lenz, P.E., Commissioner
John Tassone, Deputy Commissioner
Michael Cipriano, Deputy Commissioner
Lenore Booth
Peter Brown
Sunita Chakraborti
Christopher Campion
John Caruso
Salvatore Delio, Jr.
Christopher Gioia
Kenneth Hamel
John Jordan, III
Daniel Kornfeld
Daniel Midgette
Donald Pascucci
John Piscitello
Scott Pfeifer
Richard F. Porcelli
Matthew Russo
Thomas Scalfano
Hans Stronstad
Raymond Swierkowski, Jr.
Robert Tassone
Rubina Ussman

DEPARTMENT OF ENVIRONMENTAL RESOURCES

Louis G. Savinetti, Commissioner
Laurie Scarpa, Deputy Commissioner
Julia Schneider
Elizabeth Carroll

DEPARTMENT OF PARKS

Joseph G. Pinto, Commissioner
Gregory Skupinsky, Deputy Commissioner
Gregory Mangino, Deputy Commissioner
William Zang
Gino Lunghi
Vincent Saviano
Anthony Alesi, Jr.
Anthony Curcio
Bernard Deschamps

(Department of
Parks,
Continued)

Andrew Gaynor
Rachelle Gucker
Kurt Lettal
Travis McCabe
Christopher Nocella
Thomas Nunns
Robert Schiff
Sean Gardner
Vincent Capuano
Ernest Weber
John Pietrosante
Neil Varricchio
Gregory Kolodinsky, Jr.
Jacqueline Devlin
Patricia Woodstock
Michael Rauff
Joseph Reilly
Amanda Roberts
Daniel Kane
Louise Taaffe
John Raymond
Lisa Pinuelo
Stephan Carrieri
Scott Russo
James Backman
Jacqueline Biondo
Jeanne Gatto

DEPARTMENT OF PUBLIC SAFETY

Justin McCaffrey, Commissioner
Robert Mangano, Deputy Commissioner
Leonard Symons, Esq., Deputy Commissioner

DEPARTMENT OF SANITATION

Daniel Pearl, Commissioner
Gary Terrell, Deputy Commissioner
William Fox
Thomas Licata
Frank Melillo III
Robert Plummer
Thomas Ryan

DEPARTMENT OF PLANNING AND DEVELOPMENT

Harold B. Mayer, Jr., Esq., Commissioner
Timothy R. Zike, Deputy Commissioner
Scott Byrne, Deputy Commissioner
Michael Fabrizio
Gregory Aiello
Nick Condoleo
Bryan Hardman
Michael Landman
Richard Peters
Chase Russo
Vito Rella
Michael Esposito
Kevin Conway
Nicholas Domingo
James Jazwinski
Margaret Lippolt
Richard Marino
Joseph Ciambra
John Rice
Michael Dicarlo
Suzanne Fitzgerald
Kamila Matulik
Patrick Kehoe
Thomas Robinson
Lynneann Sullivan
Craig Thomas
Linda Varricchio
Luis Zeda
James Nicollet
Lara Bousleiman
Ellen Katz
James Whelan
Alexander Chebuske
John Laruccia
Rick Fiumara-Enrico
Susan Cloninger
Kaitlyn Pignataro
Anthony Ciervo
John Barnett
John Zebro
Thomas Reddy
Christopher Sabellico

(Dept. of
Planning &
Development
Continued)

Kurt LeBright
Jane Fanizza
Glenn Neuman
Alexander Verasco
Suz'anne Paul
Luke Silver
Tyler Purdy

ZONING BOARD OF APPEALS

Rita Byrne
Rebecca Alesia, Esq.
Kathleen Mulligan
Lois Schmitt
Lisa Ciccolella
Lewis Yevoli
Andrew Monteleone
Donald Mackenzie, Esq., Counsel

PLANNING ADVISORY BOARD

Angelo Stanco
Anthony DiLeonardo
Louis Warner, Jr.
Clifford P. Chabina
James Castellane

LANDMARKS PRESERVATION COMMITTEE

Michael Dileo
John Collins
Denise Gold
Matthew Lenner
Patrick Stone

PLUMBERS AND ELECTRICAL BOARDS

Barry Konchinski
Thomas Bailey, Sr.
Thomas Blacharski
Kevin Viteritti
Albert Bruns
Brian Quinn
James Lorenzo
Robert Ceriello
Michael Silvestri

BOARD OF ETHICS
Alfred C. Constants III, Esq.
Margaret Eaton
Rabbi Joel M. Levenson
Matthew Vitucci
Theodore Kopynski

NOW, THEREFORE, BE IT RESOLVED, That this Town Board does hereby determine that all individuals contained in the abovementioned list shall complete a Statement of Financial Disclosure for the 2022 calendar year, and file same with the Town of Oyster Bay Board of Ethics on or before May 15, 2023; and be it further

RESOLVED, That the Department of Human Resources is hereby directed to supply the title, social security number, and office address for each individual in the abovementioned list, and forward the completed list to the Town of Oyster Bay Board of Ethics.

-#-

The foregoing 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	Absent
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

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TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO : MEMORANDUM DOCKET

FROM : Thomas M. Sabellico, Special Counsel
Office of the Town Attorney

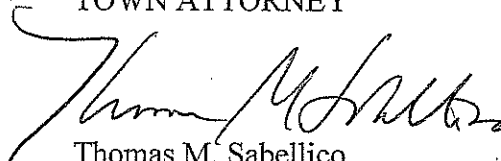
DATE : March 17, 2023

SUBJECT: Annual Financial Disclosure 2022

Our office is in receipt of a memorandum from Steven G. Leventhal, Esq., Counsel, Board of Ethics, dated March 2, 2023, requesting that the Town Board adopt a resolution setting forth the names of those individuals required to file an Annual Financial Disclosure Form for the year ended December 31, 2022, said form to be filed on or before May 15, 2023.

Accordingly, please suspend the rules and place this matter on the action calendar for the March 21, 2023 Town Board meeting.

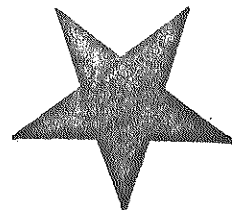
FRANK M. SCALERA
TOWN ATTORNEY


Thomas M. Sabellico
Special Counsel

TMS:nb

Attachment

cc: Gregory W. Carman, Jr., Deputy Supervisor
Frank M. Scalera, Esq., Town Attorney
Steven G. Leventhal, Esq., Counsel, Board of Ethics
Samantha Spadaro, Secretary, Board of Ethics





BOARD OF ETHICS

Alfred C. Constants III

Chair

Margaret Eaton

Matthew Vitucci

Ted Kopczynski

Rabbi Joel M. Levenson, D.Min

TOWN OF OYSTER BAY

BOARD OF ETHICS

977 Hicksville Road

Massapequa, New York 11758

(516) 624-6860

boardofethics@oysterbay-ny.gov

OF COUNSEL:

Steven G. Leventhal, Esq.

Samantha Spadaro

Secretary

March 2, 2023

Thomas M. Sabellico, Esq.

54 Audrey Avenue

Oyster Bay, NY 11771

Re: Annual Financial Disclosure- 2023

Dear Mr. Sabellico:

It is respectfully requested that the Town Board adopt the accompanying list of persons required to file annual statements of financial disclosure for the year ended December 31, 2022, pursuant to Town Code 30-22. The annual disclosure statements for the 2022 reporting year must be filed with the Board of Ethics on or before May 15, 2023.

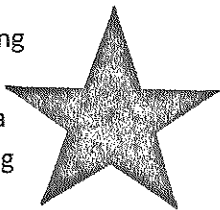
Very truly yours,

Steven G. Leventhal

Steven G. Leventhal

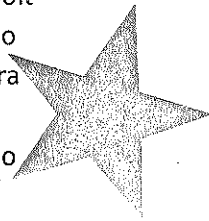


Board of Ethics	Alfred C. Constants III
Board of Ethics	Margaret Eaton
Board of Ethics	Rabbi Joel M. Levenson, D.Min
Board of Ethics	Matthew Vitucci
Board of Ethics	Theodore Kopynski
Community and Youth	Maureen A. Fitzgerald
Community and Youth	Patricia A. Beckerle
Community and Youth	Krista Fileccia-Hardman
Community and Youth	Mary Jo Reby
Community and Youth	Maureen Loesch
Community and Youth	Sharon Betz
Community and Youth	Joseph Visconti
Community and Youth	Iris Williams
Comptroller	Steven C. Ballas
Comptroller	Christine M. Wiss
Comptroller	Joseph E. Carbone
Comptroller	Richard P. Principe
Environmental Resources	Laurie Scarpa
Environmental Resources	Julia Schneider
Environmental Resources	Liz Carroll
Environmental Resources	Louis Savinetti
Executive	Joseph S. Saladino
Executive	Gregory W. Carman Jr.
Executive	Robert Darienzo
Executive	Erin Smith-Kelly
Executive	James Mccafrey
Executive	Roy Seter
Executive	Elizabeth Tarpinian
Executive	Kevin DeLury
Executive	Andrew Rothstein
General Services	Jeff Vitale
General Services	Ralph Raymond
General Services	Thomas Bradke
General Services	Brian Brown
General Services	Jaime Conologue
General Services	Susan Cowley
General Services	Frank Fröst
General Services	Francene Iaizzo
General Services	Ernest Lustenring
General Services	Robert Scarpa
General Services	Bradley Panetta
General Services	Anthony Keating
Highway	Peter Brown



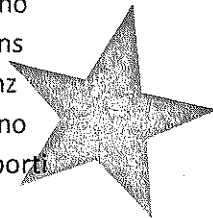
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Greg Kolodinski
Angelo Stanco
Anthony DiLeonardo
Louis Warner
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James Castellane
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Timothy R. Zike
Scott Byrne
Michael Fabrizio
Scott Byrne
Gregory Aiello
Nick Condoleo
Bryan Hardman
Michael Landman
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Richard Marino
Joseph Ciambra
John Rice



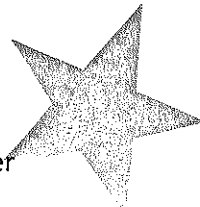
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Suzanne Fitzgerald
Kamila Matulik
Alexander Verasco
Patrick Kehoe
Thomas Robinson
Lynneann Sullivan
Craig Thomas
Linda Varricchio
Luis Zeda
Suz'anne Paul
James Nicollet
Lara bousleiman
Eileen Katz
James Whalen
Alex Chebuske
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John Laruccia
Rick Fiumara
Tyler Purdy
Susan Cloninger
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Anthony Ciervo
John Barnett
John Zebro
Thomas Reddy
Kurt LeBright
Christopher Sabellico
Jane Fanizza
Barry Konchinski
Thomas Bailey, Sr.
Thomas Blacharski
Kevin Viteritti
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Robert Mangano
Leonard Symons
Richard W. Lenz
Michael Cipriano
Sunita Chakraborti

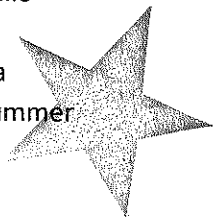


Public Works
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Town Board/ Public Information

Daniel Midgette
Richard Porcelli Jr.
Matthew Russo
John Tassone
Sean Jordan
Hans Stronstad
Robert Tassone
John Caruso
Kenneth Hamel
Christopher Campion
John Piscitello
Thomas Scalfano
Jeffrey P. Pravato
Maura Fahey
Kathleen Tobin
Thomas M. Sabellico
Jeffrey Lesser
Frank M. Scalera
Dennis P. Sheehan
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Matthew Fernando
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Anthony C. Curcio
Sheila Tarnowski
Laura Maier
Vicki Walsh
Michele M. Johnson
Louis B. Imbroto
Thomas P. Hand
Steven L. Labriola
Karen Romito Solomon
Nancy Haarstick
Donna Weiss
Emma Rosasco
Meredith Gioeli
Serafina White
Brian Nevin
Marta Kane
Kurt Ludwig
Michael Schwalje
Marybeth Krumenacker



Town Board/ Public Information	Rich Zyta
Town Board/ Public Information	Esther Alter
Town Board/ Public Information	James Suozzi
Town Board/ Public Information	Maryann Webb
Town Board/ Public Information	Marissa Boccio
Town Board/ Public Information	John T. Surlis
Town Board/ Public Information	Madison Spanodemos
Town Board/ Public Information	Harpreet Malhotra
Town Clerk	Richard Lamarca
Town Clerk	Donna Antetomaso
Town Clerk	Raymond Aversa
Town Clerk	Carol Fiorenza
Town Clerk	Sheri Porter
Town Clerk	Jean Aarons
Zoning Board of Appeals	Rita Byrne
Zoning Board of Appeals	Rebecca Alesia
Zoning Board of Appeals	Kathleen Mulligan
Zoning Board of Appeals	Lois Schmitt
Zoning Board of Appeals	Lewis Yevoli
Zoning Board of Appeals	Lisa Ciccolella
Zoning Board of Appeals	Donald Mackenzie
Zoning Board of Appeals	Andrew Monteleone
Sanitation	Daniel Pearl, Commissioner
	Gary Terrell, Deputy
Sanitation	Commissioner
Sanitation	William Fox
Sanitation	Frank Melillo
Sanitation	Tom Ryan
Sanitation	Tom Licata
Sanitation	Robert Plummer



Reviewed By
Office of Town Attorney
John P. Saladino

WHEREAS, pursuant to Domestic Relations Law Section 11-C, the Town Board is authorized to appoint one or more marriage officers, who shall be authorized to solemnize a marriage in accordance with the provisions of law; and

WHEREAS, Gregory W. Carman, Jr., Deputy Supervisor, by memorandum dated March 21, 2023, has requested that the Town Board appoint Supervisor Joseph S. Saladino to serve as a marriage officer, in order to perform a wedding ceremony without fee, on Friday, April 14, 2023,

NOW, THEREFORE, BE IT RESOLVED, That pursuant to New York State Domestic Relations Law Section 11-C, the Town Board hereby appoints Supervisor, Joseph S. Saladino to serve as a marriage officer of the Town of Oyster Bay on Friday, April 14, 2023.

#

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

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

WHEREAS, pursuant to public notice, bids were duly solicited, for Contract No. DPW23-264, Soil Investigation at Bethpage Community Park, five (5) bids were regularly received on March 15, 2023, and said bids were publicly opened and read; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated March 20, 2023, advised that in compliance with the Town's Procurement Policy, the bid proposals received for Contract No. DPW23-264 were reviewed by the Department of Engineering; and

WHEREAS, by letter dated February 24, 2023, the Department of Engineering recommended the award of Contract No. DPW23-264 to AARCO Environmental Services Corp., 50 Gear Ave., Lindenhurst, NY 11575, the lowest responsive and responsible bidder among five (5) bids received, in the amount of \$193,275.00; and

WHEREAS, as per Town policy, \$9,663.75 should be added to the low bid amount for potential quantity increases, for a total bid encumbrance of \$202,938.75; and

WHEREAS, Commissioner Lenz, by said memorandum, concurred with the recommendation of the Department of Engineering, and recommended the award of Contract No. DPW23-264, to AARCO Environmental Services Corp., the lowest responsive and responsible bidder, in the amount of \$193,275.00, and \$9,663.75 for potential quantity increases, for a total bid encumbrance of \$202,938.75; and

WHEREAS, the estimated construction time for completion of the contract is one hundred five (105) calendar days, with funds to be drawn from Account No. PKS H 7197 20000 000 2302 001, Project ID No. 2302PKSA-09; and

WHEREAS, Commissioner Lenz, by said memorandum, further advised that the Office of the Inspector General has reviewed the Bids, the Contract, and the proposed vendor's disclosure questionnaire and is satisfied that the Town's Procurement Policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, that the recommendations as hereinabove set forth are accepted, and Contract No. DPW23-264 is awarded to AARCO Environmental Services Corp., in an amount not to exceed \$202,938.75, in accordance with the provisions herein, and the Supervisor, or his designee, is hereby authorized and directed to execute documents accordingly; and be it further

RESOLVED, that the funds for said payment shall be drawn from Account No. PKS H 7197 20000 000 2302 001, Project ID No. 2302PKSA-09; and be it further

RESOLVED, that the Town Comptroller is hereby authorized and directed to issue a total encumbrance order in a total amount not to exceed \$202,938.75, upon presentation of a duly certified claim, after audit.

-#-

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

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

DPF
Reviewed By
Office of Town Attorney
Elizabeth A. Langston

WHEREAS, Central Park Estates Redevelopment Company Owners Corporation (hereinafter, "the Company"), is a mutual redevelopment company organized pursuant to Article V of the New York State Private Housing Finance Law (hereinafter, "the Act"); and

WHEREAS, the County of Nassau (hereinafter, "the County"), is a municipal corporation organized under the Laws of the State of New York, and is the Chief Assessing Unit for all real property parcels within County boundaries; and

WHEREAS, as an inducement for the construction of a fifty-two (52) unit, moderate income, senior citizen housing cooperative project, located on the east side of Broadway, north of Powell Avenue, and South of Barbara Street, in the Hamlet of Bethpage, Town of Oyster Bay (and more particularly located at Section 46, Block 136, Lot 61, on the Nassau County Land and Tax Map), the aforementioned parties entered into a twenty five (25) year Tax Exemption Agreement, commencing on May 1, 1997 through December 31 2022, whereby the County granted the Company an exemption from all County, Town, Special District and School District taxes; and

WHEREAS, pursuant to a separate Agreement, the Company agreed to make payments in lieu of taxes (PILOTs) to the Oyster Bay Town Receiver of Taxes; and

WHEREAS, an extension of the Tax Exemption Act is necessary for the continued availability of affordable housing for the Town's moderate income Senior Citizens; and

WHEREAS, an extension of the Tax Exemption Agreement for an additional term of twenty-five (25) years is permitted under Article V, Section 125 (1) (a) of the Act, and will allow for the continued operation of the project, with a maximum benefit to the senior community residing at the subject premises; and

WHEREAS, Counsel for the County's Department of Assessment indicated that the Town of Oyster Bay's acknowledgement and consent of the proposed Tax Exemption Extension Agreement, is a necessary and essential component of the Agreement's approval and enactment; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, by memorandum dated March 21, 2023, request Town Board authorization for the Town Supervisor to acknowledge, and to consent to, the proposed Tax Exemption Extension Agreement, and all the terms and conditions contained therein, between the aforementioned parties,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and that the Town Supervisor is hereby authorized to acknowledge, and to consent to, the proposed twenty-five (25) year Tax Exemption Extension Agreement, and all the terms and conditions contained therein, between the County of Nassau, and the Central Park Estates Redevelopment Company Owners Corporation, said agreement to run retroactive from January 1, 2023 through December 31, 2048.

-#-

The foregoing 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	Absent
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

WHEREAS, by Resolution No. 251-2022, adopted on March 29, 2022, the Town Board awarded J&T Beach Corp. a license to operate the concessions services facility at Harry Tappen Beach and in furtherance of, and pursuant to said Resolution, a License Agreement, dated May 26, 2022, was executed between the Town and J & T Beach Corp; and

WHEREAS, on February 17, 2023, the Town exercised its right to terminate said License Agreement between the Town and J & T Beach Corp., and notified J & T Beach Corp. in accordance with the terms of the License Agreement; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated March 21, 2023, requested that the Town Board ratify the termination of the License Agreement between the Town and J & T Beach Corp.; and

WHEREAS, Commissioner Pinto, by memorandum, advised that, pursuant to the Town of Oyster Bay Procurement Policy, a Request for Proposals ("RFP") for Harry Tappen Beach Food Concession Services was posted on the Town of Oyster Bay website, posted at Town Hall North, Town Hall South and the Town of Oyster Bay Ice Skating Center at Bethpage Community Park, as well as sent to twenty-two (22) known service providers; and

WHEREAS, Commissioner Pinto, by said memorandum, further advised that the Department of Parks received two (2) responses by the designated response date; and

WHEREAS, pursuant to Guideline 7 of the Town of Oyster Bay Procurement Policy, by memorandum dated March 15, 2023, Thomas M. Sabellico, Special Counsel, Office of the Town Attorney, advised that the Department of Parks was in compliance with the Town of Oyster Bay Procurement Policy, and an RFP review committee was formed to review and rate both of the responses received; and

WHEREAS, Commissioner Pinto, by said memorandum, further advised that the RFP review committee determined that the proposal submitted by the Oyster Bay Restaurant Group Inc., 4 Snug Cove, Bayville NY 11709, most effectively met the criteria outlined in the RFP, with base annual revenue of \$40,000 in annual revenue for the 2023 operating season, \$40,000 for the 2024 operating season and \$40,000 for the 2025 operating season, the third and final year of the contract term, and an additional amount equal to 6% of the gross revenue over \$750,000 per year for the duration of the contract; and

WHEREAS, Commissioner Pinto, by said memorandum, further advised that the proposal provides for a total of \$80,000 in capital improvements to the restaurant facility that must be made by the licensee during the three (3) year contract term, subject to the prior approval of the Commissioner Pinto or his designee before any work is commenced; and

per
Reviewed By
Office of Town Attorney
Thomas M. Sabellico

WHEREAS, Commissioner Pinto, by said memorandum, further requested that the Town Board, pursuant to the RFP, authorize the Town to enter into an agreement with Oyster Bay Restaurant Group Inc., to operate the Harry Tappen Beach Food Concession Services for a three (3) year period, beginning April 1, 2023, through and including December 31, 2025, with a provision for three (3), one (1) year extensions, with the understanding that due to the seasonal nature of the concession operation, Oyster Bay Restaurant Group Inc. will have access to operate the facility from April 1, through October 31, for each year of the agreement, and the Supervisor or his designee be authorized to execute an agreement effectuating same; and

WHEREAS, the Office of the Inspector General has reviewed the proposed licensee's disclosure questionnaire and the Town's Procurement Policy has been satisfied,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are accepted and approved, and the Town is authorized, pursuant to the RFP, to enter into an agreement with Oyster Bay Restaurant Group Inc., 4 Snug Cove, Bayville NY 11709, to operate the Harry Tappen Beach Food Concession Services for a three (3) year period, beginning April 1, 2023, through and including December 31, 2025, with a provision for three (3), one (1) year extensions, with the understanding that due to the seasonal nature of the concession operation, Oyster Bay Restaurant Group Inc. will have access to operate the facility from April 1st through October 31st for each year of the agreement; and be it further

RESOLVED, That the Town Board ratifies the termination of the License Agreement between the Town and J & T Beach Corp., said termination having been effective by Notice of Termination dated February 17, 2023, and effective thirty days after receipt thereof; and be it further

RESOLVED, That the Supervisor or his designee be authorized to execute an agreement effectuating the agreement between the Town and Oyster Bay Restaurant Group Inc.

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

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