

John Canisius

APPROVED

COMMISSIONER OF HUMAN RESOURCES

Meeting of November 19, 2024

RESOLUTION P-17-2024

WHEREAS, The 2024 Budget, adopted October 24, 2023 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 2024 Budget, on October 24, 2023, was by a Resolution of the Town Board; and

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

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

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

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

John Canning

COMMISSIONER OF HUMAN RESOURCES

APPROVED

Meeting of November 19, 2024

PA-1-25

RESOLVED, That the following personnel be and hereby are appointed to the Examining Board of Electricians in the Department of Planning and Development, at the maximum amount not to exceed as indicated below effective from January 1, 2025 through December 31, 2025.

Albert Bruns, 40 West Drive, North Massapequa, New York, as Chairman of the Examining Board of Electricians, at \$150.00 per meeting and a maximum of \$3,600.00;

Brian Quinn, 32 Arrow Lane, Hicksville, New York, as a member of the Examining Board of Electricians, at \$130.00 per meeting and a maximum of \$3,120.00.

Robert Ceriello, 27 Abbey Street, Massapequa Park, New York as a member of the Examining Board of Electricians, at \$130.00 per meeting and a maximum of \$3,120.00.

Thomas Bailey, Sr., 230 North Albany Avenue, North Massapequa, New York, as a member of the Examining Board of Electricians, at \$130.00 per meeting and a maximum \$3,120.00;

Kevin Viteritti, 1 Woods Lane, Bayville, New York, as a member of the Examining Board of Electricians, at \$130.00 per meeting and a maximum \$3,120.00;

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

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

TOWN OF OYSTER BAY

Inter-Departmental Memo

To: MEMORANDUM DOCKET

From: ANGELO A. DELLIGATTI, COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT

Date: OCTOBER 31, 2024

Subject: RECOMMENDATION FOR RE-APPOINTMENTS - 2025
TO THE EXAMINING BOARD OF ELECTRICIANS

Please be advised that the terms of the various members of the above referenced Board expire on December 31, 2024.

Since this Board continues to perform an important service for the Town of Oyster Bay, this Department is recommending that the following members be re-appointed for a one-year period beginning on January 1, 2025, through December 31, 2025.

Examining Board of Electricians

Albert Bruns	(Chairman)	Slot No. 712002	\$150/meeting	\$3,600.00
Brian Quinn	(Member)	Slot No. 712003	\$130/meeting	\$3,120.00
Thomas Bailey	(Member)	Slot No. 712010	\$130/meeting	\$3,120.00
Kevin Viteritti	(Member)	Slot No. 712004	\$130/meeting	\$3,120.00
Robert Ceriello	(Member)	Slot No. 712005	\$130/meeting	\$3,120.00

Funds for this purpose will be available in Account No. PAD B 3620 12000 000 0000.


 ANGELO A. DELLIGATTI
 COMMISSIONER

AAD:dm

cc: Vicki Spinelli, Deputy Commissioner/Human Resources

John Lanning
COMMISSIONER OF HUMAN RESOURCES

APPROVED

Meeting of November 19, 2024

PA-2-25

RESOLVED, That the following personnel be and hereby are appointed to the Examining Board of Plumbers in the Department of Planning and Development, at the maximum amount not to exceed as indicated below effective from January 1, 2025 through December 31, 2025.

Barry Konchinski, 157 Norton Blvd, Plainview, New York, as Chairman of the Examining Board of Plumbers, at \$150.00 per meeting and a maximum of \$3,600.00;

Thomas Blacharski, 22 Glen Cove Drive, Glen Head, New York, as member of the Examining Board of Plumbers, at \$130.00 per meeting and a maximum \$3,120.00;

Michael Silvestri, 46 Cornell Lane, Hicksville, New York, as a member of the Examining Board of Plumbers, at \$130.00 per meeting and a maximum of \$3,120.00;

James Lorenzo, 94 Perry Avenue, Bayville, New York, as member of the Examining Board of Plumbers, at \$130.00 per meeting and a maximum \$3,120.00.

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

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

TOWN OF OYSTER BAY

Inter-Departmental Memo

To: MEMORANDUM DOCKET

From: ANGELO A. DELLIGATTI, COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT

Date: OCTOBER 31, 2024

Subject: RECOMMENDATION FOR RE-APPOINTMENTS – 2025
TO THE PLUMBER’S EXAMINING BOARD


Please be advised that the terms of the various members of the above referenced Board expires on December 31, 2024.

Since this Board continues to perform an important service for the Town of Oyster Bay, this Department is recommending that the following members be appointed for a one-year period beginning on January 1, 2025, through December 31, 2025.

Examining Board of Plumbers

Barry Konchinski	(Chairman)	Slot No. 712007	\$150/meeting	\$3,600.00
Thomas Blacharski	(Member)	Slot No. 712006	\$130/meeting	\$3,120.00
Michael Silvestri	(Member)	Slot No. 712009	\$130/meeting	\$3,120.00
James Lorenzo	(Member)	Slot No. 712001	\$130/meeting	\$3,120.00

Funds for this purpose will be available in Account No. PAD B 3620 12000 000 0000.



 ANGELO A. DELLIGATTI
 COMMISSIONER

AAD:dm

cc: Vicki Spinelli, Deputy Commissioner/Human Resources

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
062-24	CYS	\$ 7,100.00	CYS A 7020 41800 000 0000
		\$ 7,100.00	TO CYS A 7020 23000 000 0000
063-24	SAN	\$ 1,000.00	FROM SAN SR05 8160 46300 000 0000
		\$ 1,000.00	TO SAN SR05 8160 41400 000 0000
064-24	PKS	\$ 10,000.00	FROM PKS A 7110 11000 000 0000
		\$ 10,000.00	TO PKS A 7110 25000 000 0000
		\$ 3,336.00	FROM PKS A 7110 47670 000 0000
		\$ 3,336.00	TO PKS A 7110 25000 000 0000
		\$ 10,000.00	FROM PKS A 7110 11000 000 0000
		\$ 10,000.00	TO PKS A 7110 41600 000 0000
		\$ 20,000.00	FROM PKS A 7110 11000 000 0000
		\$ 20,000.00	TO PKS A 7110 44900 000 0000
		\$ 20,000.00	FROM PKS A 7110 11000 000 0000
		\$ 20,000.00	TO PKS A 7110 46300 000 0000
		\$ 10,000.00	FROM PKS A 7110 11000 000 0000
		\$ 10,000.00	TO PKS A 7110 47660 000 0000
065-24	DPW	\$ 55,000.00	FROM DPW DB 5142 41230 000 0000
		\$ 55,000.00	TO DPW DB 5142 25000 000 0000
066-24	DPW	\$ 70,000.00	FROM DPW A 1640 41200 000 0000
		\$ 70,000.00	TO DPW A 1640 41230 000 0000
		\$ 50,000.00	FROM DPW A 1640 41210 000 0000
		\$ 50,000.00	TO DPW A 1640 47900 000 0000
		\$ 50,000.00	FROM DPW A 1640 41210 000 0000
		\$ 50,000.00	TO DPW A 1640 46420 000 0000
			FROM PAD B 8020 13000 000 0000
			TO PAD B 3620 47900 000 0000
			FROM DPW A 1640 41210 000 0000
			TO DPW A 1640 41240 000 0000

Reviewed By

Office of Town Attorney



067-24	PAD	\$ 100.00	FROM OTC 1410 21000 000 0000 TO OTC 1410 22000 000 0000
		\$ 100.00	
068-24	DPW	\$ 4,200.00	FROM DPW ST 5650 46300 000 0000 TO DPW ST 5650 25000 000 0000
		\$ 4,200.00	
069-24	IGA	\$ 11,200.50	INCREASE IGA CD 0001 02170 000 CD24 INCREASE IGA CD 8668 48250 732 CD24
		\$ 11,200.50	
070-24	DER	\$ 22,500.00	FROM DER A 8090 46350 000 0000 TO DER A 8090 46300 000 0000
		\$ 22,500.00	

-#-

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

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

2A

TOWN OF OYSTER BAY
Inter-Departmental Memorandum

October 24, 2024

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

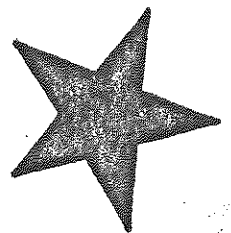
The Department of Community and Youth Services requests Town Board authorization to transfer the following funds:

From:	CYS A 7020 41800 000 0000	Recreational Supplies	\$ 7,100.00
To:	CYS A 7020 23000 000 0000	Other Equipment	\$ 7,100.00

The transfer will accommodate the purchase of special event tents and carpets for the Massapequa Pre-school.


Maureen A. Fitzgerald
Commissioner

MAF:iw



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

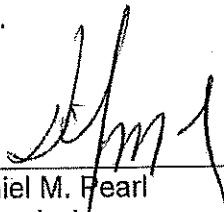
October 23, 2024

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:

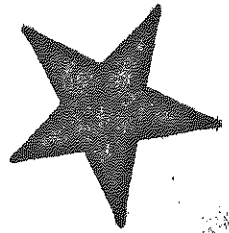
From: SAN SR05 8160 46300 000 0000 Building & Property Maintenance \$1,000.00
To: SAN SR05 8160 41400 000 0000 Uniforms \$1,000.00

This transfer is necessary to cover the shortfall due to the purchase of uniforms as per the contract for the Solid Waste Disposal Facility.



Daniel M. Pearl
Commissioner
Sanitation/Department

DMP/tml
cc:
Steven Ballas, Comptroller



TOWN OF OYSTER BAY
Inter-Departmental Memorandum

TO: Memorandum Docket
FROM: Joseph G. Pinto, Commissioner
Department of Parks
DATE: October 25, 2024
SUBJECT: 2024 Transfer of Funds

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

FROM:

PKS-A-7110-11000-000-0000	Salaries-Regular	\$70,000.00
PKS-A-7110-47670-000-0000	Special Sporting Events	\$ 3,336.00

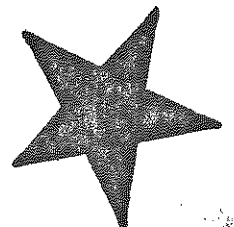
TO:

PKS-A-7110-25000-000-0000	General Equipment	\$13,336.00
PKS-A-7110-41600-000-0000	Materials & Supplies	\$10,000.00
PKS-A-7110-44900-000-0000	Other Contracts	\$20,000.00
PKS-A-7110-46300-000-0000	Building, Property Maintenance	\$20,000.00
PKS-A-7110-47660-000-0000	Special Events General	\$10,000.00

This transfer request is to provide funds necessary to pay for Ice Rink, Special Events and Electrical supplies and Security Services.


Joseph G. Pinto
Commissioner

JGP:jpb



TOWN OF OYSTER BAY
Inter-Departmental Memo

10/30/2024

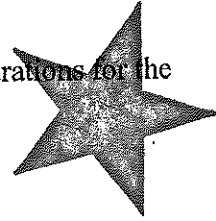
TO: MEMORANDUM DOCKET
FROM: RICHARD W. LENZ, P.E., COMMISSIONER
DEPARTMENT OF PUBLIC WORKS


SUBJECT: TRANSFER OF FUNDS 2024

Town Board authorization is requested to transfer the following funds:

Account No.	Object Description	Amount
<u>From:</u> DPW DB 5142 41230 000 0000	PARTS	\$55,000.00
<u>To:</u> DPW DB 5142 25000 000 0000	EQUIPMENT	\$55,000.00

This transfer is needed to purchase equipment for plow repairs in preparations for the 2024/2025 Snow Season.




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

JCT/dp

C: Comptroller's Office
John C. Tassone, Chief Deputy Commissioner/DPW

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

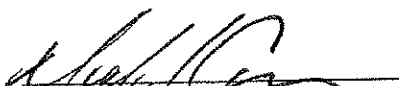
October 31, 2024

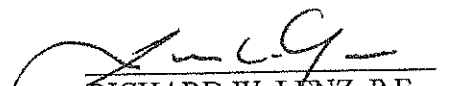
TO: MEMORANDUM DOCKET
 FROM: RICHARD W. LENZ, P.E., COMMISSIONER OF DPW
 SUBJECT: AMENDMENT TO 2024 OPERATING BUDGET

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

<u>ACCOUNT NO.</u>	<u>OBJECT DESCRIPTION</u>	<u>AMOUNT</u>
<u>DECREASE:</u>		
DPW A 1640 41200 000 0000	GASOLINE	\$70,000.00
DPW A 1640 41210 000 0000	DIESEL OIL	\$100,000.00
<u>INCREASE:</u>		
DPW A 1640 41230 000 0000	PARTS	\$120,000.00
DPW A 1640 46420 000 0000	OUTSIDE REPAIR	\$50,000.00

These transfers are necessary to provide sufficient funds in order to purchase parts and pay invoices for repairs to the Town fleet.


 MICHAEL P. CIPRIANO
 DIVISION HEAD/CVM


 RICHARD W. LENZ, P.E.
 for: COMMISSIONER OF DPW

MC/RWL/
 C: Robert Tassone, Storekeeper I


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

To: MEMORANDUM DOCKET
From: ANGELO A. DELLIGATTI., COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT
Date: OCTOBER 30, 2024
Subject: TRANSFER OF FUNDS

Kindly arrange for a transfer of funds as requested from the 2024 budget as follows:

From: PAD B 8020 13000 000 0000 -----\$100.00
SALARIES OVERTIME
To: PAD B 3620 47900 000 0000 -----\$100.00
OTHER EXPENSES

This transfer is necessary for the Department's yearly subscription in the Litmore - Jericho Advance newsletter for our Zoning Board of Appeals.


ANGELO A. DELLIGATTI
COMMISSIONER

AAD/dm

TOWN OF OYSTER BAY
Inter-Departmental Memo

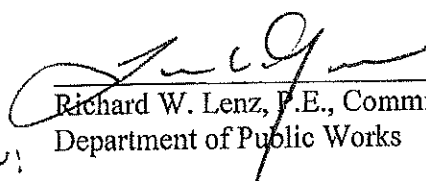
November 6, 2024

TO: MEMORANDUM DOCKET
FROM: RICHARD W. LENZ, P.E., COMMISSIONER
DEPARTMENT OF PUBLIC WORKS
SUBJECT: TRANSFER OF FUNDS 2024

Town Board authorization is requested to transfer the following funds:

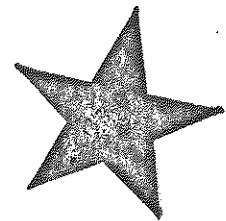
Account No.	Object Description	Amount
<u>From:</u> DPW ST 5650 46300 000 0000	BUILDING, Property Maint	\$4,200.00
<u>To:</u> DPW ST 5650 25000 000 0000	EQUIPMENT	\$4,200.00

This transfer is necessary to cover the purchase of electric airless sprayer for the Hicksville Parking Garage.

for:

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

JCT/sb

C: Comptroller's Office
John C. Tassone, Chief Deputy Commissioner/DPW
Grace Santamaria, Highway Administration



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

TO: Memorandum Docket
FROM: Frank V. Sammartano, Commissioner
Intergovernmental Affairs
DATE: November 7, 2024
SUBJECT: Transfer of Funds

Increase


IGA CD 0001 02170 000 CD24 \$ 11,200.50
(Community Development Income General)

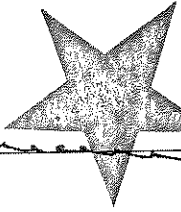
Increase

IGA CD 8668 48250 732 CD24 \$ 11,200.50
(Residential Rehab)

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 the Residential Rehab program.


Frank V. Sammartano
Commissioner



FVS/bh

Town of Oyster Bay

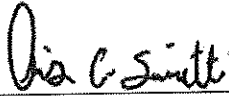
Inter-Departmental Memo

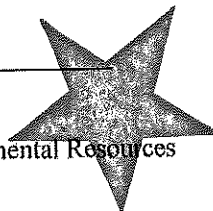
TO: Memorandum Docket
FROM: Louis Savinetti, Commissioner
Department of Environmental Resources
DATE: November 12, 2024
SUBJECT: Transfer of Funds

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	\$ 22,500.00
To: DER A 8090 46300 000 0000	Building Maintenance	\$ 22,500.00

The transfer (Bay Management > Building Maintenance) is necessary to pay contractors and to purchase materials for emergency repair work for the Department of Environmental Resources docks and piers located at the Western Waterfront in Oyster Bay.



Louis G. Savinetti
Commissioner
Department of Environmental Resources
By Colin Bell 

LGS:CB/ds
cc: Town Attorney
Steven Ballas, Comptroller

Reviewed By
Office of Town Attorney

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated October 17, 2024, requested Town Board authorization for the Town to enter an agreement, as negotiated and approved by the Office of the Town Attorney, and for the Town Supervisor, or his designee, to execute such agreement, in order to employ the services of Royal Events Princess Parties Inc., 22 Scott Street, Massapequa Park, New York 11762, for the 2024 Holiday Experience, located at Marjorie R. Post Community Park, Massapequa, New York, and for said firm to present twenty-two (22), fifteen (15) minute performances commencing on Wednesday, December 4, 2024 through Sunday, December 8, 2024, with said performances to take place at 5 p.m., 6 p.m., 7 p.m. and 8 p.m. on Wednesday, December 4, 2024, Thursday, December 5, 2024 and Sunday, December 8, 2024, with additional performances to take place at 9 p.m. on Friday, December 6, 2024, and at 9 p.m. on Saturday, December 7, 2024, for a total fee not to exceed \$2,000.00; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, advised that funds for the fee for this service are available in Account No. CYS A 7020 47660 000 0000, Special Events, and the retention of these performers is in accordance with Guideline 5, Section b of the Town Procurement Policy, in that the procurement of these performers is exempt from the solicitation, written proposal or quotation requirements of the policy,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Town is authorized to enter into an agreement as negotiated and approved by the Office of the Town Attorney, for the Town Supervisor, or his designee, to execute such agreement to employ the services of Royal Events Princess Parties Inc., and for said firm to present twenty-two (22), fifteen (15) minute performances commencing on Wednesday, December 4, 2024 through Sunday, December 8, 2024, with said performances to take place at 5 p.m., 6 p.m., 7 p.m. and 8 p.m. on Wednesday, December 4, 2024, Thursday, December 5, 2024 and Sunday, December 8, 2024, with additional performances to take place at 9 p.m. on Friday, December 6, 2024, and at 9 p.m. on Saturday, December 7, 2024, for a total fee not to exceed \$2,000.00; and be it further

RESOLVED, That the funds for said payment are to be drawn from Account No. CYS A 7020 47660 000 0000, and be it further

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

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

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

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

October 17, 2024

TO: Memorandum Docket

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

SUBJECT: Entertainment for the 2024 Holiday Experience


The Department of Community and Youth Services is requesting Town Board authorization to employ the services of the following performers for the 2024 Holiday Experience.

The performances at the 2024 Holiday Experience will be presented on Wednesday, December 4th, Thursday, December 5th, Friday, December 6th, Saturday, December 7th and Sunday, December 8th. Performance times are 5:00 PM, 6:00 PM, 7:00 PM, and 8:00 PM on Wednesday, Thursday and Sunday. Friday and Saturday will have an additional performance at 9:00 PM. These 22 performances will not exceed 15 minutes each. The Holiday Experience is scheduled to be held at Marjorie R. Post Community Park, Unqua Road, Massapequa, New York. The Town will incur the following costs for the entertainment:

CHECK PAYABLE TO:	DESCRIPTION OF SERVICES:	AMOUNT:
Royal Events Princess Parties Inc. 22 Scott Street Massapequa Park, NY 11762	On-stage appearances with lip syncing	\$2,000.00

The total cost of \$2,000.00 will be paid from Account # CYS A 7020 47660 000 0000, *Special Events*. In accordance with Guideline 5, Section b. of the Town Procurement Policy, these performers are sole source. The proposed Vendor's Disclosure Questionnaire has been reviewed and satisfies the Town's Procurement Policy.

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


Maureen A. Fitzgerald
Commissioner

MAF:kf



Meeting of November 19, 2024

Resolution No. 861-2024

WHEREAS, by Resolution No. 55-2015, adopted on February 3, 2015, the Town Board authorized the following fee schedule for the Town of Oyster Bay Pre-School Program:

3-days per week=\$1,700.00 (\$850.00 per term) 2.5 hours for either the Morning or Afternoon session;

5-days per week=\$2,000.00 (\$1,000.00 per term) 2.5 hours for either the Morning or Afternoon session; and

also authorized the Department of Community and Youth Services to process refunds for pre-school activities that do not materialize, or upon request for cause; and

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated October 17, 2024, requested Town Board authorization to implement a revised fee schedule for the Town of Oyster Bay Pre-School Program, as follows:

3-days per week=\$1,900.00 (\$950.00 per term) 2.5 hours for either the Morning or Afternoon session; and

5-days per week=\$2,200.00 (\$1,100.00 per term) 2.5 hours for either the Morning or Afternoon session,

and to allow the Department of Community and Youth Services, to continue to process refunds,

NOW, THEREFORE BE IT RESOLVED, That the foregoing request is approved, and the Town Board is hereby authorized to implement the revised tuition fee schedule for the Town of Oyster Bay Pre-School Program stated herein above, and the Department is authorized to continue to process refunds.

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

TOWN OF OYSTER BAY
Inter-Departmental Memorandum

October 17, 2024

TO: Memorandum Docket
FROM: Maureen A. Fitzgerald, Commissioner
Department of Community and Youth Services
SUBJECT: Pre-School Program Tuition

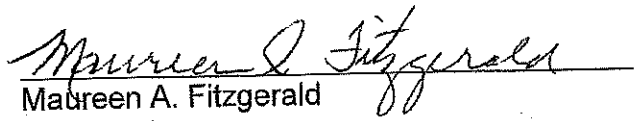
The Department of Community and Youth Services is requesting Town Board authorization to increase the tuition for the Town of Oyster Bay Pre-school Programs. The tuition increase would be for \$200.00 per student, per year. The Pre-schools Programs are located at Marjorie R. Post Community Park and Syosset-Woodbury Community Park.

In 2015, Town Board Resolution No. 55-2015, dated February 3, 2015, authorized the last tuition increase. The Resolution further authorized the Commissioner of the Department to process refunds, over \$250.00, for Pre-school activities that do not materialize or, upon request, for cause approved by the Commissioner.

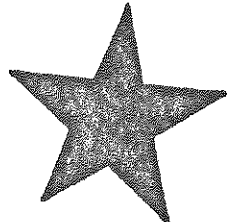
If approved the revised tuition fee schedule, effective in the Fall 2025 semester, would be:

- 3-days per week = \$1,900.00 (\$950.00 per term), 2 ½ hours for either the morning or afternoon session
- 5-days per week = \$2,200.00 (\$1,100.00 per term), 2 ½ hours for either the morning or afternoon session

Therefore, it is respectfully requested that the Town Board authorize the new fee schedule effective in the Fall of 2025 and continue to permit the Commissioner of the Department to process refunds. The tuition fees will be deposited in account CYS A 02001 511 0000.


Maureen A. Fitzgerald
Commissioner

MAF:iw
Attachment



Meeting of February 3, 2015

Resolution No.55 -2015

WHEREAS, Maureen A. Fitzgerald, Commissioner of the Department of Community and Youth Services, and Iris Williams, Accounting Assistant III, Department of Community and Youth Services, by memorandum dated January 15, 2015, request Town Board authorization to revise the Pre-School Program fees set forth in Resolution No. 383-2012, adopted on April 17, 2012, to the following fee schedule, and to permit the Department of Community and Youth Services to process refunds for the Pre-School activities that do not materialize, or upon request for cause:

3-days per week = \$1,700.00 (\$ 850.00 per term), 2½ hours for either the Morning or Afternoon session

5-days per week = \$2,000.00 (\$1,000.00 per term), 2½ hours for either the Morning or Afternoon session

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby granted and the Town Board hereby authorizes the abovementioned fee schedule, and further authorizes the Department of Community and Youth Services to process refunds for the Pre-school activities that do not materialize, or upon request for cause; and be it further

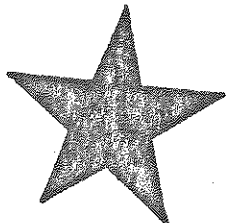
RESOLVED, That the Comptroller is hereby authorized and directed to make payments for refunds, upon submission of a duly certified claim, after audit, with the funds for said refunds to be deposited in Account No. CYS A 7020.02001.511 or any other appropriate account.

Reviewed by
Office of Town Attorney
Mark D. Alamo

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

Supervisor Venditto	Aye
Councilman Muscarella	Aye
Councilman Macagnone	Aye
Councilman Coschignano	Aye
Councilman Pinto	Aye
Councilwoman Alesia	Aye
Councilwoman Johnson	Aye

cc: Supervisor
Town Attorney
Comptroller (2)
Community & Youth Services



Meeting of November 19, 2024

Resolution No. 862-2024

WHEREAS, Hon. Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated October 9, 2024, recommended and requested Town Board authorization to establish the fees for various Town of Oyster Bay sponsored co-ed sports and fitness programs, to be held at the Hicksville Athletic Center, which will be offered to resident and non-resident adults ages 18 and older, as follows:

Badminton, Pickleball \$ 75.00 per resident
and Volleyball: \$100.00 per non-resident

Basketball: \$ 25.00 per resident
\$ 40.00 per non-resident

Fitness Classes such as: Yoga indoors/outdoors, Ballroom Dancing,
Cardio Kickboxing, Pilates, Strength Training, Tai Chi and Zumba:

\$ 60.00 per resident
\$ 70.00 per non-resident; and

WHEREAS, Commissioner Pinto, by said memorandum, advised that each program will run for ten (10) weeks, four (4) times per year, that the above-referenced fees will cover the cost of supplies needed to successfully run these programs, with the dates, times and locations established by the Commissioner of the Department of Parks and administered by the Department of Parks, Recreation Division; and

WHEREAS, Commissioner Pinto, by said memorandum, further requested Town Board approval to allow the Commissioner of Parks to adjust the fees of the aforementioned programs if necessary, at his/her discretion, and

NOW, THEREFORE, BE IT RESOLVED, That the recommendation and requests as hereinabove set forth are hereby accepted and approved, and the Department of Parks is hereby authorized to establish the fees set forth herein for the co-ed sports and fitness programs detailed herein, to be held at the Hicksville Athletic Center, and be it further

RESOLVED, That the dates, times and locations of each program will be established by the Commissioner of Parks; and be it further

RESOLVED, That the Commissioner of the Department of Parks is hereby authorized to adjust the fees of the aforementioned programs, if necessary, at his/her discretion.

-#-

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

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

Reviewed By
Office of Town Attorney

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO: MEMORANDUM DOCKET
FROM: Joseph G. Pinto, Commissioner of Parks
DATE: October 9, 2024
SUBJECT: Hicksville Athletic Center Sports and Fitness programs

The Department of Parks requests Town Board approval to establish fees for the following Town of Oyster Bay sponsored 2025 Co-Ed Adult sports and fitness programs:

Co-Ed Adult Sports and Fitness programs:

The following programs will be offered for resident and non-resident adults ages 18 and over. These programs will run for 10 weeks four times a year. The programs will allow adults to participate in organized sports and organized exercise classes. The programs will be administered by the Department of Parks, Division of Recreation. Dates, times, different programs and locations are to be established by the Commissioner of Parks.

The Department of Parks requests Town Board approval to allow the Commissioner of Parks to adjust the fees of the program at his/her discretion if needed.

The fees for the programs will be as follows:

Badminton, Pickleball and Volleyball: \$75.00 per resident
\$100.00 per non-resident

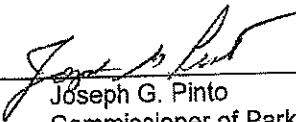
Basketball: \$25.00 per resident
\$40.00 per non-resident

Fitness classes such as: Ballroom Dancing, Cardio Kickboxing, Pilates, Strength Training, Tai Chi, Yoga indoors/outdoors and Zumba
\$60.00 per resident
\$70.00 per non-resident

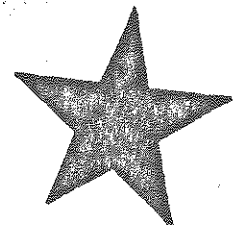
There are no fee increases from the prior year. The fees will cover the cost of supplies needed to successfully run this program.

The fees, regulations and conditions will 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.

Town Board approval is recommended.



Joseph G. Pinto
Commissioner of Parks



Meeting of November 19, 2024

Resolution No. 863-2024

WHEREAS, Hon. Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated October 9, 2024, requested Town Board authorization to conduct the 2025 Town of Oyster Bay Autism Awareness Event, in co-sponsorship with Fay J. Center at Advantage Care Health Centers (ACHC), under the following terms and conditions:

Reviewed By
Office of Town Attorney

1. The event will be conducted on September 20, 2025, at the Bethpage Community Park, from 10:00 a.m. until 2:00 p.m. Any purchase orders related to these events shall be made pursuant to the Town of Oyster Bay Procurement Policy, and through the Division of Purchasing of the Town of Oyster Bay Department of General Services.
2. The event will be held in conjunction with the Town of Oyster Bay Anti-Bullying Free Skate Event on the same date, using the entirety of the Bethpage Community Park and Ice-Skating Rink Facility. Therefore, permission is requested to use the ice-skating rink, with all fees waived, for the duration of the event.
3. ACHC shall be responsible for the purchase of t-shirts.
4. ACHC shall be responsible for the purchase of the food permit through the Nassau County Department of Health.
5. The Town of Oyster Bay shall supply the Showmobile, with all fees waived.
6. The Town of Oyster Bay shall donate the refreshments for this event, including, but not limited to, hot dogs, chips, soda, and water.
7. The Town of Oyster Bay shall supply the barbeque and shall use the indoor area between the community room and the pool to cook the hot dogs.
8. The Town of Oyster Bay Print Shop shall print all posters and brochures for the event.
9. The Town of Oyster Bay shall collect all mail-in fees, and day of event fees, on behalf of ACHC

Autism Awareness Event
Individuals: \$10.00
Family (Up to 5): \$25.00

10. ACHC shall be responsible for collecting all online fees.
11. The Town of Oyster Bay and the ACHC shall be jointly responsible for collecting donated raffle prizes, and for free event services.
12. The event shall be held rain or shine; and

WHEREAS, Commissioner Pinto, by said memorandum, further requested Town Board authorization, for the Commissioner, or his designee, to make changes, as necessary to the date, time and location of said event,

NOW, THEREFORE BE IT RESOLVED, That the requests as hereinabove set forth, are approved and the Department of Parks is hereby authorized to conduct the 2025 Town of Oyster Bay Autism Awareness Event, in co-sponsorship with Fay J. Center at Advantage Care Health Centers (ACHC), under the foregoing terms and conditions; and be it further

RESOLVED, That the Commissioner, Department of Parks, or his designee, is hereby authorized, to make changes, as necessary, as to the date, time and location of said event.

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

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

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

October 9, 2024

TO: MEMORANDUM DOCKET

FROM: JOSEPH G. PINTO, COMMISSIONER OF PARKS

**SUBJECT: 2025 TOWN OF OYSTER BAY & ADVANTAGECARE HEALTH CENTERS
SPONSORED AUTISM AWARENESS/ ANTI BULLYING EVENT**

The Department of Parks, Division of Recreation, respectfully requests Town Board authorization for permission to conduct the Autism Awareness Event with Fay J. Center at Advantage Care Health Centers.


This event will be conducted under the following terms and conditions:

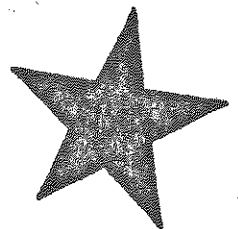
1. The event will be conducted on September 20, 2025 at the Bethpage Community Park from 10AM until 2PM. Any purchase orders related to these events shall be pursuant to the Town's procurement policy through the purchasing division
2. The event will be held in conjunction with the Town of Oyster Bay Anti-Bullying Free Skate Event on the same date, using the entire Bethpage Community Park and Ice Skating Rink facility. Therefore, we are asking permission to use the ice skating rink with fees waived for the duration of the event.
3. ACHC will be responsible for the purchase of T-shirts.
4. ACHC will be responsible for the purchase of the Food Permit through Nassau County Department of Health.
5. The Town of Oyster Bay will donate refreshments for this event such as hotdogs, chips, soda, water, etc.
6. The Town of Oyster Bay will supply the barbeque and use the outdoor area between the community room and the pool to cook.
7. The Town of Oyster Bay print shop will do all printing for posters and brochures.
8. The Town of Oyster Bay will collect all mail in fees and day of fees on behalf of ACHC.

Autism Awareness Event:
Individuals: \$10.00
Family (up to 5): \$25.00

9. ACHC will be responsible for all online fees.
10. The Town of Oyster Bay and the ACHC will be responsible for collecting donated raffle prizes and or free event services.
11. The event will be held rain or shine

The Department of Parks recommends Town of Board approval for the outlined event, and also requests authorization for the Commissioner and/or his designee to make changes, as necessary, to the date, time and location of said event.


Joseph G. Pinto
Commissioner of Parks



WHEREAS, by Resolution No. 163-2024, adopted on February 27, 2024, the Town Board authorized the Department of Parks to conduct the Town of Oyster Bay Full Day/Half Day Summer Recreation Program for the 2024 Calendar Year; and

WHEREAS, Hon. Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated October 11, 2024, requested that the Town Board amend Resolution No. 163-2024, to provide that due to the demand for more full day programs and the decrease in enrollment at half day locations, the programs at Ellsworth Allen Park, Farmingdale, and Tappen Beach, Glenwood Landing, will now become full day programs and there will no longer be a camp location at Theodore Roosevelt Memorial Park, Oyster Bay, with the fees to be as follows:

CAS
Reviewed By
Office of Town Attorney

	<u>Town Resident</u>
Full Day:	
One Child	\$675.00
Each additional child (same family)	\$575.00

WHEREAS, Commissioner Pinto, by said memorandum, advised that all fees received will be deposited into Account No. PKS A 0001 02001 510 0000, and will pay for the costs of the program, including, but not limited to, the rental of trailers for each park, the rental of portable bathroom trailers for Ellsworth Allen Park, Marjorie R. Post Community Park and Syosset-Woodbury Community Park, the purchase of t-shirts for the campers and staff, the purchase of arts and crafts supplies, sports equipment and miscellaneous other costs, not to exceed \$275,000.00, and the fees shall remain unchanged unless and until they are amended by the Town Board upon recommendation of Commissioner Pinto; and

WHEREAS, Commissioner Pinto, by said memorandum, requested that the Town Board authorize a 10% administrative fee for refunds, with the timeframe and purposes for refunds to be at the discretion of Commissioner Pinto,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby approved, and Resolution No. 163-2024, adopted on February 27, 2024, is hereby amended to provide that the Summer Recreation Programs at Allen Park, Farmingdale, and Tappen Beach, Glenwood Landing, will now become a full day program and there will no longer be a camp location at Theodore Roosevelt Memorial Park, Oyster Bay, with the fees provided herein; and be it further

RESOLVED, that all fees received will be deposited into Account No. PKS A 0001 02001 510 0000, and used to pay for the costs of the program, including, but not limited to, the rental of trailers for each park, the rental of portable bathroom trailers for Allen Park, Marjorie R.

Post Park and Syosset-Woodbury Community Park, the purchase of t-shirts for the campers and staff, the purchase of arts and crafts supplies, sports equipment and miscellaneous other costs, not to exceed \$275,000.00; and be it further

RESOLVED, that a 10% administrative fee is authorized for refunds, with the timeframe and purposes for refunds to be at the discretion of the Commissioner.

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

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

Town of Oyster Bay Inter-Departmental Memorandum

TO: Memorandum Docket
FROM: Joseph G. Pinto, Commissioner
Department of Parks
DATE: October 11, 2024
SUBJECT: 2025 Summer Recreation Program


The Department of Parks, Division of Recreation, respectfully requests an amendment to resolution 163-2024. Due to the demand for more full day programs and the decrease in enrollment at half day locations, Allen Park in Farmingdale and Tappen Beach in Glenwood Landing will now become a full day program and there will no longer be a camp location at Theodore Roosevelt Memorial Park. The fees will be as follows:

	<u>Town Resident</u>
Full Day:	
One child	\$675.00
Each additional child (Same family)	\$575.00

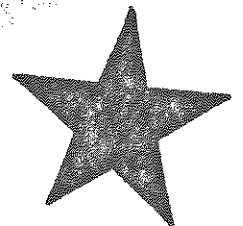
All fees received will be deposited into Account No. PKS A 0001 02001 510 0000. The fees collected will pay for the costs of the program, including, but not limited to, the rental of trailers for each park, the rental of portable bathroom trailers for Allen Park, Marjorie Post Park and Syosset Woodbury Park, the purchase of T-shirts for the campers and staff, the purchase of arts and crafts supplies, sports equipment, and miscellaneous other costs, should not exceed \$275,000. The fees shall remain unchanged unless and until they are amended by the Town Board upon recommendation of the Commissioner of the Department of Parks.

The Department of Parks, Division of Recreation, respectfully requests Town Board authorization to allow a 10% administrative fee for refunds. The timeframe and purposes for refunds will be at the discretion of the Commissioner of Parks.

The T-shirts are to be distributed to each child at the time of registration and are to be worn on all off-site field trips as a means to better identify the campers for enhanced supervision and safety purposes.



Joseph G. Pinto
Commissioner



Meeting of November 19, 2024

Resolution No. 865-2024

WHEREAS, Hon. Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated October 9, 2024, recommended and requested Town Board authorization to establish the fees for a Town of Oyster Bay sponsored Tennis program for ages 5-15 and co-ed adult lessons for 18 and over, to be administered by the Department of Parks, with dates, times and locations of the programs to be established by the Commissioner of Parks; and

WHEREAS the fee for this program shall be \$75.00 per resident and \$90.00 per non-resident for ages 5-15 and \$100.00 per resident and \$125.00 per non-resident adult of the age 18 and over; and

WHEREAS, by said memorandum, Hon. Commissioner Pinto advised that the above referenced fees will cover the cost of equipment and supplies needed to successfully run these programs, with the dates, times and locations to be established by the Commissioner of the Department of Parks and administered by the Department of Parks, Recreation Division; and

WHEREAS, Hon. Commissioner Pinto, by said memorandum, further requested that the fees, regulations and conditions are to remain unchanged and shall be in effect up to and until they are amended or modified by the Town Board upon recommendation of the Commissioner of Parks,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation and requests as hereinabove set forth are hereby accepted and approved, and the Department of Parks is hereby authorized to establish the fees set forth herein for the co-ed tennis programs detailed herein, and be it further

RESOLVED, That the dates, times and locations of each program will be established by the Commissioner of Parks; and be it further

RESOLVED, That the fees received will be deposited into Account No. PKS-A-0001-02001-510-0000.

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Reviewed By
Office of Town Attorney
W. M. D. M. Ch.

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

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

TOWN OF OYSTER BAY
Inter-Departmental Memorandum

TO: MEMORANDUM DOCKET
FROM: Joseph G. Pinto, Commissioner of Parks
DATE: October 9, 2024
SUBJECT: Town of Oyster Bay 2025 Tennis Program

The Department of Parks, Division of Recreation, respectfully requests Town Board approval for the following Town of Oyster Bay sponsored Tennis Program.

Tennis Program for Ages 5-15 and co-ed adult lessons for 18 and over

This is a fun organized sports program for resident ages 5-15 and co-ed adult lessons for 18 and over. The program will be administered by the Department of Parks, Division of Recreation. Dates, times and locations of the program are to be established by the Commissioner of Parks.

The fee for this program will be \$75.00 per resident and \$90.00 per non-resident for ages 5-15 year olds and \$100.00 per resident and \$125.00 per non-resident for adults.

The fees will cover the cost of equipment needed to successfully run this program.

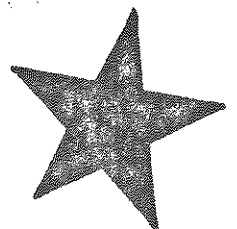
The fees, regulations and conditions remain unchanged and shall be in effect up to and until they are amended or modified by the Town Board upon recommendation by the Commissioner of Parks.

All fees received will be deposited into PKS-A-0001-02001-510-0000.

Town Board approval is recommended.



Joseph G. Pinto
COMMISSIONER OF PARKS



WHEREAS, Hon. Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated October 21, 2024, requested and recommended Town Board approval for Town of Oyster Bay sponsorship of the Third Annual Snapper Derby; and

WHEREAS, the event shall be conducted under the following guidelines:

1. Date: Sunday, September 14, 2025;
2. Time: 7:30 a.m. to 3:00 p.m.;
3. Place: Theodore Roosevelt Memorial Park, Oyster Bay;
4. Ages: 14 years old and under
5. Cost: \$10.00 Residents, \$15.00 Non-Residents;
6. Funds collected for fees and sponsorships shall be deposited into Trust Account No. TWN TA 0000 00085 474 0000 to be used according to the Town's Procurement Policy. Any payments for the following listed below can be paid out of TWN TA 0000 00085 474 0000 or PKS-A-711044900-000-0000:
 - A. Purchase of prizes for winners and trophies. Prizes to be awarded to contestants finishing first through third place. Trophies to be awarded to contestants finishing first through third place;
 - B. The following fixed expenses will be procured using sponsor donations and registration fees:
 - i. Food items such as hot dogs, soda, water and chips; fixed expenses such as charcoal, lighter fluid and paper goods; and
 - ii. T-shirts for participants.
 - C. Door prizes to be purchased in compliance with the Town of Oyster Bay Procurement Policy from vendors approved by the Department of General Services, Purchasing Division;
 - D. Donations may be accepted from event sponsors in lieu of or in addition to sponsorship fees to support and offset the expenses of the tournament; and
7. The Department of Parks reserves the right to utilize the current Town concessionaire(s) at Roosevelt Beach (as of the date of the event) and reserves the right to select alternate food and beverage providers(s), as determined by the Commissioner of Parks and/or his designee and pursuant to the Town's

Reviewed By
Office of Town Attorney

procurement Policy. Food and beverages will be available for spectators and the public (those not registered for the event) for purchase.

8. The Commissioner of Parks or his designee may incorporate the use of mobile food concession(s), in lieu of the current Town Food and Beverage concessionaire(s). The Department of Parks requests that the Town Board waive the provisions of Chapter 173, Sections of 10-18 of the Code of the Town of Oyster Bay-Peddlers, for this event, provided that all mobile food concession merchants shall be in compliance with the provisions of the New York State Sanitary Code and shall possess any and all necessary insurance, permissions and permits required by the Nassau County Department of Health, said insurance, permissions and permits to be valid and current. Each mobile food concession shall be charged a fee not to exceed \$250.00. All fees collected shall be deposited in Trust Account No. TWN TA 0000 00085 474 0000.
9. The Department of Parks further requests the Town Board approval to accept the addition of sponsors, vendors and/or exhibitors to the event, at a fee, not to exceed \$5,000.00 per sponsor and up to \$500.00 per vendor/exhibitor, to be collected by this department. In-kind sponsors, vendors and/or exhibitors may also be accepted based on their commitment of service, product and/or promotional value provided to a specific event, to be determined by the Commissioner of Parks and/or his designee.
10. All sponsors, vendors, and/or exhibitors must be legal, accredited businesses in good standing within the State of New York and shall be required to provide documentation, including but not limited to the current certificate of insurance, naming the Town of Oyster Bay as an additional insured. All sponsor, vendor and/or exhibitor monies collected shall be deposited in the Town of Oyster Bay Trust Account No. TWN TA 0000 00085 474 0000.
11. The Town of Oyster Bay and the Department of Parks reserves the right to refuse any sponsor, vendor, exhibitor and/or media-based organization, for any reason that it deems it does not properly serve said event and/or public in attendance.

WHEREAS, Commissioner Pinto, by said memorandum, advised that the fees, regulations, and conditions shall remain unchanged and in effect unless they are amended or modified by the Town Board upon recommendation of the Commissioner of Parks; and

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

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation as set forth hereinabove are hereby accepted and approved in accordance with the hereinabove stated guidelines, for the purpose of the Department of Parks conducting the Town sponsored Third Annual Snapper Derby.

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

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

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO: MEMORANDUM DOCKET

FROM: Joseph G. Pinto, Commissioner of Parks

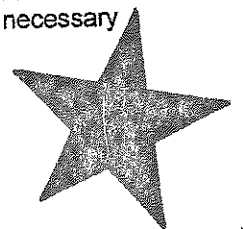
DATE: October 21, 2024

SUBJECT: THIRD ANNUAL SNAPPER DERBY

The Department of Park requests Town Board approval for the following Town of Oyster Bay sponsored Second Annual Snapper Derby:

This Event will be conducted under the following guidelines:

1. Date: Sunday, September 14, 2025
2. Time: 7:30AM until 3PM
3. Place: Theodore Roosevelt Memorial Park
4. Ages: Fourteen and under
5. Cost: The fee will be \$10.00 per Residents and \$15.00 per Non-Residents.
6. Funds collected for fees and sponsorships will be deposited into the following Trust Account TWN TA 0000 00085 474 0000. Any payments for the following listed below can be paid out of TWN TA 0000 00085 474 0000 or PKS-A-711044900-000-0000.
 - a. Purchase of prizes for winners and trophies. Prizes will be awarded to contestants finishing first through third. Trophies are awarded for first through third.
 - b. The following fixed expenses will be procured using sponsor donations and registration fees:
 - i. Food items such as hotdogs, soda, water and chips. In addition, charcoal, lighter fluid, paper goods, etc.
 - ii. T-shirts for participants
 - c. The remaining balance of the registration and donated sponsor fees will be used to purchase door prizes. Prizes will be purchased in compliance the Town of Oyster Bay Procurement Policy from vendors approved by the Department of General Services Purchasing Division.
 - d. Donations maybe be accepted from event sponsors in lieu of or in addition to sponsorship fees to support and offset the expenses of the tournament.
7. The Department of Parks reserves the right to utilize the current Town concessionaire(s) at Roosevelt Beach (as of the date of the event) and reserves the right to select alternate food and beverage provider(s), as determined by the Commissioner of Parks and/or his designee and pursuant to the Town's Procurement Policy. Food and beverages will be available for spectators and the public (those not registered for the event) for purchase.
8. The Commissioner of Parks or his designee may incorporate the use of mobile food concession(s), in lieu of the current Town Food and Beverage concessionaire(s). The Department of Parks requests that the Town Board waive the provisions of Chapter 173, sections of 10-18 of the Code of the Twon of Oyster Bay-Peddlers, for this event, provided that all mobile food concession merchants shall be in compliance with the provisions of the New York State Sanitary Code and shall possess any and all necessary




insurance, permissions and permits required by the Nassau County Department of Health, said insurance, permissions and permits to be valid and current. Each mobile food concession shall be charged a fee not to exceed \$250.00. All fees collected shall be deposited in Trust Account TWN TA 0000 00085 474 0000.

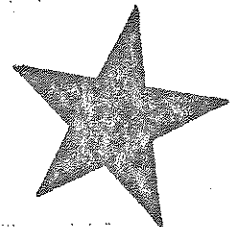
9. The Department of Parks further requests the Town Board approval to accept the addition of sponsors, vendors and/ or exhibitors to the event, at a fee, not to exceed \$5,000.00 per sponsor and up to \$500.00 per vendor/exhibitor, to be collected by this department. In-kind sponsors, vendors and/or exhibitors may also be accepted based on their commitment of service, product and/or promotional value provided to a specific event, to be determined by the Commissioner of Parks and/or his designee.
10. All sponsors, vendors, and/or exhibitors must be legal, accredited businesses in good standing within the State of New York and shall be required to provide documentation of such upon request and additional documentation, including but not limited to the current certificate of insurance, naming the Town of Oyster Bay as an additional insured. All sponsor, vendor and/or exhibitor monies collected shall be deposited in the Town of Oyster Bay Trust Account TWN TA 0000 00085 474 0000.
11. The Town of Oyster Bay and the Department of Parks reserves the right to refuse any sponsor, vendor, exhibitor and/or media-based organization, for any reason that it deems it does not properly serve said event and/or public in attendance.

Thereafter, the fees, regulations and conditions shall remain unchanged and in effect unless they are amended or modified by the Town Board upon recommendation of the Commissioner of Parks.

Town Board approval is requested and recommended.



Joseph G. Pinto
COMMISSIONER OF PARKS



WHEREAS, Hon. Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated October 21, 2024, requested and recommended Town Board approval for Town of Oyster Bay sponsorship of the Thirty-Ninth Annual Bluefish Tournament; and

WHEREAS, the event shall be conducted under the following guidelines:

1. Date: Sunday, September 14, 2025;
2. Time: 4:30 a.m. to 4:00 p.m.;
3. Place: Theodore Roosevelt Memorial Park, Oyster Bay;
4. Cost: \$40.00 Residents, \$60.00 Non-Residents;
5. Funds collected shall be deposited into Trust Account No. TWN TA 0000 00085 474 0000. Any payments for the following, listed below, can be paid out of TWN TA 0000 00085 474 0000 or PKS-A-7110-44900-000-0000:
 - A. Purchase gift certificates and plaques. Gift certificates to be awarded to contestants finishing first through fifteenth place. Plaques to be awarded to contestants finishing first through tenth place;
 - B. The following fixed expenses will be procured using sponsor donations and registration fees:
 - i. Food items such as hot dogs, soda, water and chips; fixed expenses such as charcoal, lighter fluid and paper goods, etc.;
 - ii. T-shirts for participants;
 - iii. Ice; and
 - iv. Tent rentals;
 - C. The remaining balance of the registration and donated sponsor fees will be used to purchase door prizes. Prizes will be purchased in compliance with the Town of Oyster Bay Procurement Policy from vendors approved by the Department of General Services Purchasing Division.
 - D. Donations may be accepted from event sponsors in lieu of, or in addition to, sponsorship fees to support and offset the expenses of the tournament.

Reviewed By
Office of Town Attorney

6. The Department of Parks reserves the right to utilize the current Town concessionaire(s), at Roosevelt Beach (as of the date of the event) and reserves the right to select alternate food and beverage provider(s), as determined by the Commissioner of Parks and/or his designee and pursuant to the Town's Procurement Policy. Food and beverages will be available for spectators and the Public (those not registered for the event) for purchase.
7. The Commissioner of Parks or his designee may incorporate the use of mobile food concession(s), in lieu of the current Town Food and Beverage concessionaire(s). The Department of Parks requests that the Town Board waive the provisions of Chapter 173, sections of 10-18 of the Code of the Town of Oyster Bay-Peddlers, for this event, provided that all mobile food concession merchants shall be in compliance with the provisions of the New York State Sanitary Code and shall possess any and all necessary insurance, permissions and permits required by the Nassau County Department of Health, said insurance, permissions and permits to be valid and current. Each mobile food concession shall be charged a fee not to exceed \$250.00. All fees collected shall be deposited in Trust Account TWN TA 0000 00085 474 0000.
8. The Department of Parks further requests the Town Board approval to accept the addition of sponsors, vendors and/or exhibitors to the event, at a fee, not to exceed \$5,000.00 per sponsor and up to \$500.00 per vendor/exhibitor, to be collected by this department. In-kind sponsors, vendors, and/or exhibitors may also be accepted based on their commitment of service, product and/or promotional value provided to a specific event, to be determined by the Commissioner of Parks and/or his designee.
9. All sponsors, vendors, and/or exhibitors must be legal, accredited businesses in good standing within the State of New York and shall be required to provide documentation of such upon request and additional documentation, including but not limited not the current certificate of insurance, naming the Town of Oyster Bay as an additional insured. All sponsor, vendor and/or exhibitor monies collected shall be deposited in the Town of Oyster Bay Trust Account TWN TA 0000 00085 474 0000.
10. The Town of Oyster Bay and the Department of Parks reserves the right to refuse any sponsor, vendor, exhibitor and/or media-based organization, for any reason that it deems it does not properly serve said event and/or public in attendance.

WHEREAS, Commissioner Pinto, by said memorandum, advised that the fees, regulations and conditions shall remain unchanged and in effect unless they are amended or modified by the Town Board upon recommendation of the Commissioner of Parks; and

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

NOW, THEREFORE, BE IT RESOLVED, That the requests and recommendations as set forth hereinabove are hereby accepted and approved in accordance with the hereinabove stated guidelines, for the purpose of the Department of Parks conducting the Town sponsored Thirty-Ninth Annual Bluefish Tournament in September.

#

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

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

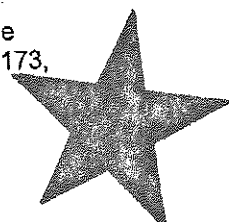
TOWN OF OYSTER BAY
INTER - DEPARTMENTAL MEMORANDUM

TO: MEMORANDUM DOCKET
FROM: JOSEPH G. PINTO, COMMISSIONER OF PARKS
DATE: October 21, 2024
SUBJECT: THIRTY NINETH ANNUAL BLUEFISH TOURNAMENT

The Department of Parks requests Town Board approval for the following Town of Oyster Bay sponsored Bluefish Tournament as outlined below:

The event will be conducted under the following guidelines:

1. Date: Sunday, September 14, 2025
2. Time: 4:30 AM – 4:00 PM
3. Place: Theodore Roosevelt Memorial Park
4. Cost: The fee will be \$40.00 per Resident or \$60.00 for Non-Residents.
5. Funds collected for fees and sponsorships will be deposited into the following Trust Account TWN TA 0000 00085 474 0000. Any payments for the following listed below can be paid out of TWN TA 0000 00085 474 0000 or PKS-A-7110-44900-000-0000.
 - A. Purchase gift certificates and plaques. Gift certificates will be awarded to contestants finishing first through fifteenth place. Plaques are awarded for first through tenth place.
 - B. The following fixed expenses will be procured using sponsor donations and registration fees:
 - Food items such as hot dogs, soda, water, & chips. In addition, charcoal, lighter fluid, paper goods, etc.
 - T shirts for participants
 - Ice
 - Tent rentals
 - C. The remaining balance of the registration and donated sponsor fees will be used to purchase door prizes. Prizes will be purchased in compliance with the Town of Oyster Bay Procurement Policy from vendors approved by the Department of General Services Purchasing Division.
 - D. Donations may be accepted from event sponsors in lieu of or in addition to sponsorship fees to support and offset the expenses of the tournament.
6. The Department of Parks reserves the right to utilize the current Town concessionaire(s) at Roosevelt Beach (as of the date of the event) and reserves the right to select alternate food and beverage provider(s), as determined by the Commissioner of Parks and/or his designee and pursuant to the Town's Procurement Policy. Food and beverages will be available for spectators and the public (those not registered for the event) for purchase.
7. The Commissioner of Parks or his designee may incorporate the use of mobile food concession(s), in lieu of the current Town Food and Beverage concessionaire(s). The Department of Parks requests that the Town Board waive the provisions of Chapter 173, sections of 10-18 of the Code of the Town of Oyster Bay-Peddlers, for this event, provided that all mobile food concession merchants shall be in compliance with the

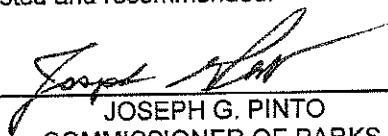


provisions of the New York State Sanitary Code and shall possess any and all necessary insurance, permissions and permits required by the Nassau County Department of Health, said insurance, permissions and permits to be valid and current. Each mobile food concession shall be charged a fee not to exceed \$250.00. All fees collected shall be deposited in Trust Account TWN TA 0000 00085 474 0000.

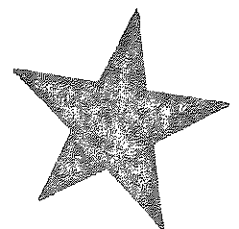
8. The Department of Parks further requests the Town Board approval to accept the addition of sponsors, vendors and/ or exhibitors to the event, at a fee, not to exceed \$5,000.00 per sponsor and up to \$500.00 per vendor/exhibitor, to be collected by this department. In-kind sponsors, vendors and/or exhibitors may also be accepted based on their commitment of service, product and/or promotional value provided to a specific event, to be determined by the Commissioner of Parks and/or his designee.
9. All sponsors, vendors, and/or exhibitors must be legal, accredited businesses in good standing within the State of New York and shall be required to provide documentation of such upon request and additional documentation, including but not limited to the current certificate of insurance, naming the Town of Oyster Bay as an additional insured. All sponsor, vendor and/or exhibitor monies collected shall be deposited in the Town of Oyster Bay Trust Account TWN TA 0000 00085 474 0000.
10. The Town of Oyster Bay and the Department of Parks reserves the right to refuse any sponsor, vendor, exhibitor and/or media-based organization, for any reason that it deems it does not properly serve said event and/or public in attendance.

Thereafter, the fees, regulations and conditions shall remain unchanged and in effect unless they are amended or modified by the Town Board upon recommendation of the Commissioner of Parks.

Town Board approval is requested and recommended.



JOSEPH G. PINTO
COMMISSIONER OF PARKS



Meeting of November 19, 2024

Resolution No. 868-2024

WHEREAS, The Department of Intergovernmental Affairs issued a Request for Proposal (RFP), in conjunction with the Workforce Innovation and Opportunity Act (WIOA), on August 2, 2024, seeking quotes for a consultant for computerized account system support using the Abila Micro Information Product (MIP) Fund Accounting System, and to provide oversight of the One-Stop Operating System (OSOS), which serves as the management information system for tracking WIOA services and activities, for the period of January 1, 2025 through December 31, 2025, with a two (2) one (1) year extension options,

WHEREAS, the Department of Intergovernmental Affairs received one (1) response from D.M. Cordes Consulting, Inc.; and

WHEREAS, Frank V. Sammartano, Commissioner of the Department of Intergovernmental Affairs, by memorandum dated October 21, 2024, stated that following review of said response, Town Board authorization is requested for the Supervisor or his designee to enter into a contract with D.M. Cordes Consulting, Inc., under the Workforce Innovation and Opportunity Act, for computerized account system support using the Abila Micro Information Product (MIP) Fund Accounting System, and to provide oversight of the One-Stop Operating System (OSOS), for the period from January 1, 2025 through December 31, 2025, with two (2) one (1) year extension options, based on performance and funding availability, and further requested that the Comptroller issue an encumbrance order in an amount not to exceed \$50,000.00; and

WHEREAS, this is an eligible Workforce Innovation and Opportunity Act expense, and is therefore at no cost to the Town, and funds are available in Account No. IGA CD 6293 48080 000.CW24; and

WHEREAS, the Office of the Town Attorney, by Thomas M. Sabellico, Special Counsel, by memorandum dated October 8, 2024, rendered the opinion of the Office of the Town Attorney that the Department's efforts to obtain proposals, including publication in Newsday, posting on the Town's website and bulletin boards, and sending same to the Local Workforce Development Board, were in compliance with the Town's Procurement Policy; and

WHEREAS, The proposed vendor's disclosure questionnaire has been reviewed and has satisfied the Town's Procurement Policy; and

NOW, THEREFORE, BE IT RESOLVED, That the requests hereinabove set forth are hereby accepted and approved, and the Supervisor or his designee is hereby authorized to enter into a contract with D.M. Cordes Consulting, Inc., under the Workforce Innovation and Opportunity Act, for computerized account system support using the Abila Micro Information Product (MIP) Fund Accounting System, and to provide oversight of the One-Stop Operating System (OSOS), for the period from January 1, 2025 through December 31, 2025, with two (2)

Reviewed By
Office of Town Attorney

Ralph P. Deady

one (1) year extension options, based on performance and funding availability, in an amount not to exceed \$50,000.00; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, with funds available for payment in the amount of \$50,000.00 in Account No. IGA CD 6293 48080 000 CW24.

-#-

The foregoing 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

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TOWN OF OYSTER BAY

Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: FRANK V. SAMMARTANO, COMMISSIONER
DEPARTMENT OF INTERGOVERNMENTAL AFFAIRS

DATE: OCTOBER 21, 2024

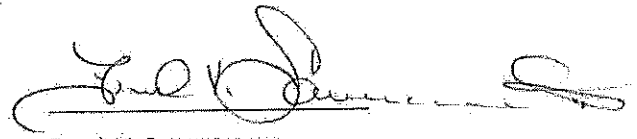
SUBJECT: COMPUTERIZED ACCOUNTING SYSTEM SUPPORT/ONE-STOP OPERATING SYSTEM SUPPORT

The Department of Intergovernmental Affairs' Division of Employment and Training is the designated fiscal agent to administer federal funds received through the Workforce Innovation and Opportunity Act (WIOA) for the Oyster Bay-North Hempstead-Glen Cove Local Workforce Development Area. The Division of Employment Training issued a Request For Proposals to solicit proposals for computerized accounting system support using the Abila Micro Information Product (MIP) Fund Accounting software system, and to provide oversight of the One-Stop Operating System (OSOS) which serves as the management information system for tracking WIOA services and activities. These functions will enable the Division of Employment and Training to meet mandated state and federal fiscal and programmatic record-keeping and reporting requirements.

On August 2, 2024, the Department of Intergovernmental Affairs' Division of Employment and Training published a legal notice in connection with a Request for Proposals (RFP) to solicit proposals for delivery of the aforementioned services for the period of January 1, 2025, through December 31, 2025, with the option of two (2) consecutive one (1) year extensions. Since only one (1) proposal was received, the Department of Intergovernmental Affairs (IGA) requested a procurement review from the Office of the Town Attorney through a memo dated October 7, 2024. In response, the office of the Town Attorney reviewed the provision of the Town's procurement policy and issued an opinion that IGA made a good faith effort to obtain the required number of proposals for procurement of computerized accounting and one-stop system support. The Office of the Town Attorney issued this response to IGA through a memo dated October 8, 2024 (attached). In addition, IGA has complied with guidelines 7 & 9 of the Town's Procurement Policy. To further support procurement, the proposed vendor's disclosure questionnaire has been reviewed and has satisfied the Town's Procurement Policy.

The proposal was rated in accordance with review criteria established by the Town and WIOA guidelines. The review was conducted first by the Proposal Review Committee and subsequently by the Oyster Bay-North Hempstead-Glen Cove Local Workforce Development Board. The proposal from D.M. Cordes Consulting, Inc. achieved an above average score and is recommended for funding for the period of January 1, 2025, through December 31, 2025, with an option for two (2) consecutive one (1) year extensions. The amount obligated for year one and each approved extension year is \$50,000.

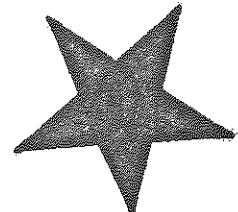
Therefore, it is respectfully requested that the Town Board adopt a resolution authorizing the Supervisor and/or the Supervisor's official designee to enter into an agreement with D.M. Cordes Consulting, Inc. to be negotiated and approved by the Office of the Town Attorney. This is an eligible WIOA expense and is of no cost to the Town. Funds for this purpose are available in account IGA-CD-6293-48080-000-CW24.



Frank V. Sammartano
Commissioner, Intergovernmental Affairs

Attachment: "Single Bidder Justification" Memorandum

FVS:gp



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

TO : Frank Sammartano, Commissioner
Department of Intergovernmental Affairs

THROUGH: Michele Oliva, Director
Workforce Development Board

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

DATE : October 8, 2024

SUBJECT: Procurement -- Computerized Accounting and OSOS Services

We are in receipt of your memorandum, dated October 7, 2024, requesting the opinion of this office with respect to your office's compliance with the Town's Procurement Policy regarding the procurement of Computerized Accounting and OSOS Services.

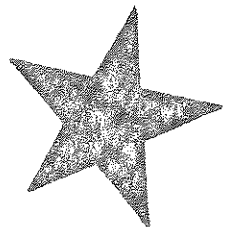
In response to your inquiry, with respect to the above referenced matter, based upon the efforts you made to obtain proposals, including preparation of a Request for Proposals, posting the RFP on the Town's website, and upon the Town's bulletin boards, and publishing notice of the RFP in Newsday, it is the opinion of this office that you are in compliance with the Town's Procurement Policy despite having only received one response, and that you may proceed to request Town Board authorization to enter into a contract for said services with the sole responder.

Office of the Town Attorney

Thomas M. Sabellico

Thomas M. Sabellico
Special Counsel

TMS:/nb
cc: Frank M. Scalera, Esq., Town Attorney



WHEREAS, Chip Scefonas, Secretary, Mill River Rod & Gun Club Inc., P.O. Box 54, Oyster Bay, New York 11771, by letter dated September 30, 2023, requested the use of one (1) roll-off container, to be delivered to West Harbor Road, Bayville, on Friday, October 25, 2024 and collected on Monday, October 28, 2024, for the Rod & Gun Club's Oyster Bay Harbor Clean-Up, to be held on the aforementioned dates; and

WHEREAS, Garry Terrell, Deputy Commissioner, Department of Sanitation, for Daniel M. Pearl, Commissioner, Department of Sanitation, by memorandum dated October 21, 2024, advised that he has no objection to providing one (1) roll-off container for the Rod & Gun Club's Oyster Bay Harbor Clean-Up, to be delivered to West Harbor Road, Bayville, on Friday October 25, 2024, and collected on Monday, October 28, 2024, without charge, as the Oyster Bay Harbor Clean-Up is not a profit making event, as defined in the Code of the Town of Oyster Bay, Part II, "General Legislation", Chapter 201, "Solid Waste", Part 1, "Solid Waste Regulations", Article II, "Collection and Container Provisions" Section 201-17, "Roll-Off Containers"; and

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

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Town Board ratifies the Department of Sanitation providing the use of one (1) roll-off container to the Mill River Rod and Gun Club, Inc., to be delivered to West Harbor Road, Bayville on Friday, October 25, 2024, and collected on Monday, October 28, 2024, nunc pro tunc, without charge, for the Rod & Gun Club's Oyster Bay Harbor Clean-Up, subject to the following terms and conditions:

1. The use of all Town property and equipment shall be in conformance with the direction of the Commissioner of the Department of Sanitation, or his designee;
2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of Town property, and in the conduct of the afore-described activity;
3. The said organization shall file a Certificate of Insurance with the Town of Oyster Bay, indicating said organization maintains comprehensive general liability insurance, with a commercial liability limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate per year, and naming the Town as an additional insured, in connection with the afore-described activity.

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

Reviewed By
Office of Town Attorney
Robert P. King

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

October 21, 2024

To: Memorandum Docket

FROM: Daniel M. Pearl, Commissioner of Sanitation

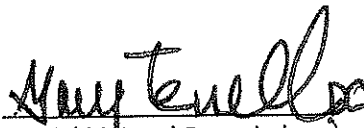
SUBJECT: Request: Mill River Rod & Gun Club
West Harbor Road
Bayville, N.Y. 11771

Attached please find a copy of a letter received in this office from Chip Scefonas, requesting a roll off container for their Harbor Clean-up. The container will be placed at 5 West Harbor Road, on Friday, October 25, 2024, and collected on Monday, October 28, 2024.

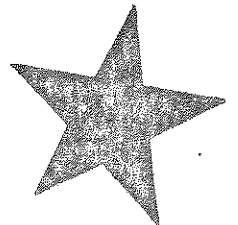
An amendment to the Code of Ordinances of the Town of Oyster Bay, Article II: Solid Waste: Use of a Roll Off Container Pursuant to Chapter 201-17 reads as follows: "Charitable, fraternal, religious and not-for-profit organizations that maintain established meeting places within the Town of Oyster Bay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

It is our opinion that the Harbor Clean-up does not constitute a profit-making or a fundraising event. Therefore, we hereby request the Honorable Town Board to approve this worthwhile organization the use of Town equipment without a charge NUNC PRO TUNC, from Friday, October 25, 2024, through Monday, October 28, 2024.

Attached please find their certificate of insurance, endorsement, and hold harmless agreement for the use of Town of Oyster Bay equipment by the Mill River Rod & Gun Club.

FOR 
Daniel M. Pearl Commissioner
Department of Sanitation

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





Mill River Rod & Gun Club Inc.

WEST HARBOR ROAD BAYVILLE, NEW YORK TEL: 516-628-9643

MAILING ADDRESS: P. O. BOX 547, OYSTER BAY, N.Y. 11771

Mr. Dan Pearl
Commissioner of Sanitation
Town of Oyster Bay
150 Miller Place
Syosset, NY 11791

September 30, 2024

RE: Dumpster

Dear Dan:


In past years, The Mill River Rod & Gun Club, has received the assistance of the TOB Highway Dept in obtaining a dumpster for the Oyster Bay Harbor clean up.

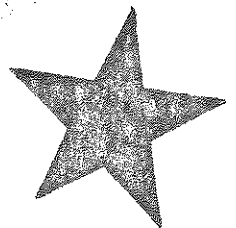
The harbor clean-up is scheduled for Saturday, October 26, 2024. Would it be possible for the Town to drop off one roll off box on the Club property on Friday, October 25, 2024, and pick it up on Monday, October 28, 2024 for this event?

I can be reached at 516-554-3801 or email at cscefona@gmail.com. Please advise if you can once again accommodate our Club.

Thank you for your consideration of this request. Your generosity will be greatly appreciated.

Sincerely,
Mill River Rod & Gun Club, Inc.


Chip Scefona, Secretary



(APPLICATION FOR TOWN OF OYSTER BAY ROLL OFF CONTAINER)

PLEASE TYPE OR PRINT CLEARLY

Name of Organization: Mill River Rod & Gun Club

Billing Address: PO Box 547 Oysterbay NY 11771

Phone Number (Days): 516-628-9643

Number of Container(s) Requested: _____
Address Where Container(s) Would Be Placed: SW Harbor Dr. Begville NY

Dates Container(s) Needed: From 10/25/24 To 10/28/24

Describe The Event For Which Container(s) Is/Are Requested: Harbor Clean Up
TOB Harbor Clean Up

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

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

Signature: [Signature] Date: 10/1/24

Title: Assistant VP

Signature: _____ Date Received: _____

Signature: _____ Date Picked Up: _____

DO NOT WRITE BELOW THIS LINE

To Be Completed By Sanitation Division:

Approved By Resolution No.: 67 \$250 Charge Applies: YES _____ NO

To Be Completed By Scale House:

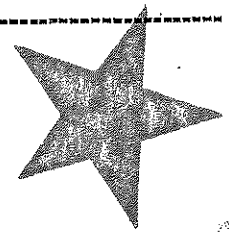
Disposal Authorization Ticket No.: _____

Load Ticket No.: _____

Date: _____

Signature: _____

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





MILLRIV-01

ABASILE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/17/2024

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

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

PRODUCER
Insuregy Agency Inc.
2500 Westchester Avenue, Suite 400A
Purchase, NY 10677

CONTACT NAME: _____
PHONE (A/C, No, Ext): (914) 696-1000 FAX (A/C, No): (914) 694-8004
E-MAIL ADDRESS: sanas@insuregy.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Arch Insurance Company	11150
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Mill River Rod & Gun Club
6 West Harbor Rd
Bayville, NY 11709

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

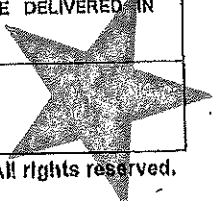
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
LTB		INSD WVD		(MM/DD/YYYY)	(MM/DD/YYYY)	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC <input type="checkbox"/> SUBJECT <input type="checkbox"/> LOG OTHER: _____	X	MOPK10093406	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ _____ COMBINED SINGLE LIMIT (Per accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ \$ _____ EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ \$ _____ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ _____ E.L. DISEASE - EA EMPLOYEE \$ _____ E.L. DISEASE - POLICY LIMIT \$ _____
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ _____					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 104, Additional Remarks Schedule, may be attached if more space is required)
The following is included as additional insured as respects general liability if required by a written contract, per endorsement # 00 GL0596 00 0410: Town of Oyster Bay

REVIEWED BY
OFFICE OF TOWN ATTORNEY
Ralph J. Deary

CERTIFICATE HOLDER	CANCELLATION
Town of Oyster Bay 64 Audrey Avenue Oyster Bay, NY 11771	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Alan S. [Signature]</i>



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SECTION II - WHO IS AN INSURED is amended to include as an additional insured the person or organization who is required under a written contract with you to be included as an insured under this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: MOPK10093405

Named Insured: Mill River Rod & Gun Club

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

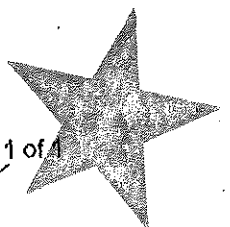
Endorsement Effective Date: November 01, 2023

00 GL0596 00 04 10

REVIEWED BY
OFFICE OF TOWN ATTORNEY

Page 1 of 1

Ralph P. Decker





TOWN OF OYSTER BAY
DEPARTMENT OF SANITATION

150 Miller Place
Syosset, NY 11791
616-677-5848
616-677-5863

Gary Terrell
Deputy Commissioner

Daniel M. Pearl
Commissioner

William Fox
Sanitation Supervisor III

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

This agreement is made this 1 day of October, 2024 by

Mill River Rock & Conklob (Hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or Equipment located at and/or described as

TOB Harbor Cleanup Roll-off

For the event described as

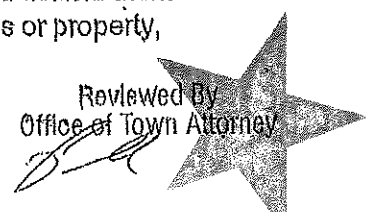
Harbor Cleanup 5w Harbor Pt. Bayville NY

The property/equipment is needed from 10/25/24 to 10/28/24.

The event for which the property and/or equipment is requested () is is not a profit making event.

In consideration of the Town granting the Organization permission to temporarily use Town property and/or equipment, the undersigned, on behalf of the Organization, hereby agrees to assume all liability and risk of loss and shall be responsible for the supervision and welfare of all persons arriving on and using Town property and/or equipment in connection with the abovementioned event. The undersigned further hereby releases the Town of Oyster Bay, its Officers, employees, servants, agents and enumerated volunteers from any liability for any injuries sustained or damages incurred and agrees to reimburse the Town for any damages arising out of the Organization's use of the Town property and/or equipment. The undersigned agrees to indemnify and hold harmless, the Town, its officers, employees, servants, agents and enumerated volunteers, and to protect and defend them against any and all claims for the loss and/or expense or suits for damage to persons or property, including its property, arising from its use of the Town property and/or equipment.

Reviewed By
Office of Town Attorney



Further, the Organization agrees to provide the Town with a copy of its general liability insurance certificate, in the amounts of \$1,000,000 each occurrence, \$2,000,000 general aggregate and, where appropriate, \$2,000,000 products, naming the Town as additional insured. All certificates of insurance must be accompanied by an endorsement.

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

Name of Organization:

Mill River Pool & Club

Address of Organization:

5 W Harbor Dr

mailing address

PO Box 547

Oyster Bay NY 11771

Bayville NY 11709

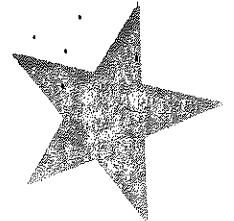
By: Rich Niswurt

Authorized Representative

Title: Abstract U.P.

Telephone No.: 516-242-3200

Reviewed By
Office of Town Attorney



WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated October 25, 2024, requested Town Board authorization to enter into an agreement, as negotiated and approved by the Office of the Town Attorney, to employ the services of Mr. X-Robotx, LLC, 5 Rosewood Drive, Massapequa, New York 11758, to provide entertainment for Group Activities Program ("GAP") participants, on Friday, November 22, 2024, at the North Massapequa Community Center, for a cost not to exceed \$900.00, with said cost to be paid by the Friends of the Community Services Department, Inc.; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further requested Town Board authorization to execute said agreement, on behalf of the Friends of the Community Services Department, Inc.; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, advised that the Town has reviewed the proposed vendor's disclosure questionnaire, and has determined that the requirements of the Town of Oyster Bay Procurement Policy have been satisfied,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, and the Commissioner of the Department of Community and Youth Services is hereby authorized to enter into an agreement, as negotiated and approved by the Office of the Town Attorney, to employ the services of Mr. X-Robotx, LLC, to provide entertainment for GAP participants, on Friday, November 22, 2024, at the North Massapequa Community Center, for a cost not to exceed \$900.00, with said cost to be paid by the Friends of the Community Services Department, Inc.; and be it further

RESOLVED, that the Commissioner of the Department of Community and Youth Services is hereby authorized to execute said Agreement, on behalf of the Friends of the Community Services Department, Inc.

#

DRS
Reviewed By
Office of Town Attorney

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

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

TOWN OF OYSTER BAY
Inter-Departmental Memorandum


October 25, 2024

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

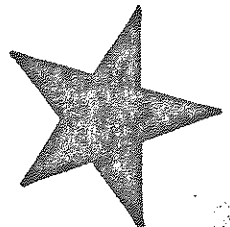
The Department of Community & Youth Services requests Town Board authorization to employ the services of Mr. X-Robotx LLC of 5 Rosewood Drive, Massapequa, N.Y 11758 on Friday, November 22, 2024 at the North Massapequa Community Center. Mr. X-Robotx will be providing entertainment for GAP Program participants.

The total cost of these services is \$900.00 which will be paid by Friends of the Community Services Dept., Inc. The proposed vendor's *Disclosure Questionnaire* has been reviewed and satisfies the Town's Procurement Policy.

Therefore, it is respectfully requested that the Town Board authorize the agreement, as negotiated and approved by the Town Attorney's Office, and further authorize the Commissioner of Community and Youth Services to execute said agreement on behalf of Friends of the Community Services Dept., Inc.


Maureen A. Fitzgerald
Commissioner

MAF:jd
Attachments



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: XXXXXXXXXXXXX

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

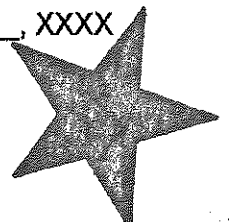
—————→ DATE: _____, XXXX

TOWN OF OYSTER BAY

—————
COMMISSIONER

DATE: _____, XXXX

Reviewed By
Office of Town Attorney
B. M.



Meeting of November 19, 2024

Resolution No. 871-2024

Reviewed By
Office of Town Attorney

WHEREAS, Hon. Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated October 10, 2024, requested Town Board authorization to pay instructors for fitness classes to be provided at various Town facilities in the disciplines of Yoga, Zumba, Cardio Kickboxing, Pickleball, Pilates, and Ballroom Dancing, during the period January 1, 2025 through and including December 31, 2025, and

WHEREAS, Commissioner Pinto, by said memorandum recommended and requested Town Board authorization to pay the following instructors, on an hourly basis as set forth on the attached spread sheet, made a part hereof, in a total not to exceed \$56,000.00, as follows:

- Yoga: Jingdi Lu, Chrissi Canino, Diana Vargas, Angela Loomis, Anna Khrikkheli and Kaitlyn Pawlukojc;
- Zumba: Victoria DeSalvo and Jessica Reilly;
- Pickleball: Susan McCann
- Pilates: Debra Tassone
- Cardio Kickboxing: Jessica Reilly
- Ballroom Dancing: Donatas Nacajus

with payment for these services to be made from Account No. PKS A 7110 44900 000 0000; and

WHEREAS, Commissioner Pinto, by said memorandum, advised that the vendors' disclosure questionnaires have been reviewed and satisfy the Town's Procurement Policy and that the instructors are exempt from the solicitation, written proposal, or quotation requirements of said policy,

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation hereinabove set forth are hereby accepted and approved, and the Department of Parks is hereby authorized to pay for the services of the individuals named hereinabove, for the disciplines noted and in the total not to exceed \$56,000.00, at the hourly rate as set forth on the attached spreadsheet, for services provided during the period January 1, 2025 through and including December 31, 2025, for programs to be established by the Department of Parks, and upon presentation of a duly certified claim, after audit, and the funds for said payment shall be paid from Account No. PKS A 7110 44900 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	Ayc
Councilwoman Johnson	Ayc
Councilman Imbroto	Ayc
Councilman Hand	Ayc
Councilman Labriola	Ayc
Councilwoman Maier	Ayc
Councilwoman Walsh	Ayc

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO: MEMORANDUM DOCKET
FROM: Joseph G. Pinto, Commissioner of Parks
DATE: October 10, 2024
SUBJECT: Payment for Fitness Instructors for 2025 HAC programs

The Department of Parks request Town Board authorization to pay instructors for the following 2025 disciplines:

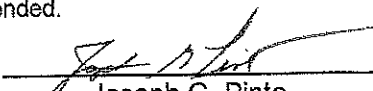
- a) Yoga
- b) Zumba
- c) Cardio Kickboxing
- d) Pickleball
- e) Pilates
- f) Ballroom Dancing

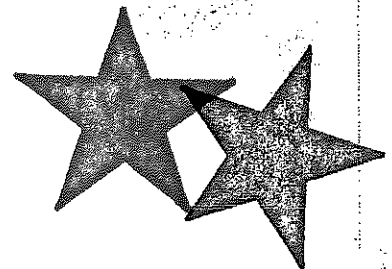
The Department of Parks requests Town Board authorization to use account number PKSA 7110 44900 000 0000 to pay the related fees. The total amount remains \$56,000.00.

- Yoga: Jingdi Lu, [REDACTED]
Chrissi Canino, [REDACTED]
Diana Vargas, [REDACTED]
Angela Loomis, [REDACTED]
Anna Khrikkheli, [REDACTED]
Kaitlyn Pawlukoic, [REDACTED]
Zumba: Victoria DeSalvo, [REDACTED]
Jessica Reilly, [REDACTED]
Pickleball: Susan McCann, [REDACTED]
Pilates: Debra Tassone, [REDACTED]
Cardio Kickboxing: Jessica Reilly, [REDACTED]
Ballroom Dancing: Donatas Nacajus, [REDACTED]

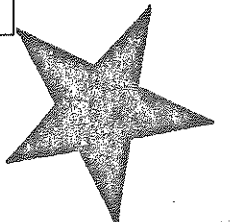
In accordance with Guideline 5, of the Town's Procurement Policy, these instructors are exempt from the solicitation, written proposal or quotation requirements of the policy. The proposed vendor's Disclosure Questionnaire has been reviewed and satisfies the Town's Procurement Policy.

Town Board approval is recommended.


Joseph G. Pinto
COMMISSIONER OF PARKS



Instructional Services	Checks Payable to:	Total Classes/ Total Hours	Community Center	Fee	Amount Not Exceed
Adult Ballroom Dancing Fitness Instructor	Donatas Nacajus	1 workshop for a total of 40 hours	Hicksville Athletic Center	\$50.00 per hour	\$2,000.00
Adult Zumba Fitness Instructor	Victoria DeSalvo	1 workshop for a total of 40 hours	Hicksville Athletic Center	\$75.00 per hour	\$3,000.00
Adult Zumba Fitness Instructor	Jessica Reilly	1 workshop for a total of 40 hours	Hicksville Athletic Center	\$90.00 per hour	\$3,600.00
Adult Cardio Kickboxing Instructor	Jessica Reilly	1 workshop for a total of 40 hours	Hicksville Athletic Center	\$90.00 per hour	\$3,600.00
Adult Yoga Instructor	Jingdi Lu	2 workshops for a total of 80 hours	Classes at Hicksville Athletic Center	\$112.50 per hour	\$9,000.00
Adult Yoga Instructor	Diana Vargas	2 Workshops for a total of 20 hours	Classes at Beekman Beach	\$75 per hour	\$1,500.00
Adult Yoga Instructor	Angela Loomis	2 Workshops for a total of 20 hours	Classes at Beekman Beach	\$75 per hour	\$1,500.00
Adult Yoga Instructor	Anna Khrikheli	2 Workshops for a total of 20 hours	Classes at Beekman Beach	\$75 per hour	\$1,500.00
Adult Yoga Instructor	Kaitlyn Pawlukoic	2 Workshops for a total of 20 hours	Classes at Beekman Beach	\$75 per hour	\$1,500.00
Adult Yoga Instructor	Chrissi Canino	5 workshops for a total of 130 hours	Classes at Hicksville Athletic Center	\$75.00 per hour	\$9,750.00
Adult Pickleball Instructor	Susan McCann	5 workshops for a total of 214 hours	Classes at Hicksville Athletic Center	\$75.00 per hour	\$16,050
Adult Pilates Instructor	Debra Tassone	1 workshop for a total of 40	Hicksville Athletic Center	\$75.00 per hour	\$3,000.00



Total: \$56,000. 00
The balance to be determined in the future.

WHEREAS, BRIAN PRZEDWIECKI and JENNIFER PRZEDWIECKI, fee owners, have applied for a permit to erect, maintain, alter or improve a dock, pier, float, bulkhead or similar structure at 81 Biltmore Boulevard, Massapequa, New York 11758, known and designated as Section 65, Block 98, Lots 1028-1031, on the Nassau County Land and Tax Map; and

WHEREAS, Hon. Angelo A. Delligatti, Commissioner, Department of Planning and Development, by memorandum dated October 24, 2024, stated that Chapter 241 of the Code of the Town of Oyster Bay entitled "Waterways" requires Town Board approval for structures projecting into the Town waterways, which the proposed structure does, and requested a calendar date of November 19, 2024, for Town Board action, in connection with the aforementioned application; and

WHEREAS, pursuant to Section 241-9(E)(3) of the Code of the Town of Oyster Bay, Commissioner Delligatti, by said memorandum directed BRIAN and JENNIFER PRZEDWIECKI, Applicant, to provide an Affidavit of Mailing Notice; and

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

WHEREAS, Julia K. Schneider, AICP, CPESC, Director of TEQR, Department of Environmental Resources, by memorandum dated August 22, 2024, advised that pursuant to the provisions of the Town of Oyster Bay Environmental Quality Review (TEQR) Law (Chapter 110 of the Oyster Bay Town Code), the Department of Environmental Resources has reviewed the dock building permit application referenced above, and has reviewed the relevant environmental factors affected by the uses proposed in the subject application; and has determined that said application is deemed to fall under the New York State Environmental Quality Review Act (SEQR), 6 NYCRR, Part 617, Section 617.5(c)(12), Type II Actions List, relative to "construction, expansion or placement of minor accessory/appurtenant residential structures, including garages, carports, patios, decks, swimming pools, tennis courts, satellite dishes, fences, barns, storage sheds or other buildings not changing land use or density;" and under Appendix B, Section B(2), of the TEQR Law, relative to "The installation of minor accessory facilities such as lawn sprinkler systems, swimming pool heaters and fire sprinkler systems, provided that such systems comply with all applicable codes and ordinances," and as such have been predetermined not to have a significant impact on the environment or are otherwise precluded from environmental review under the Environmental Conservation Law, Article 8,

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

RESOLVED, That the application of BRIAN PRZEDWIECKI and JENNIFER PRZEDWIECKI, to erect, maintain, alter or improve a dock, float, pier, bulkhead or similar structure, at 81 Biltmore Boulevard, Massapequa, New York 11758, known and designated as Section 65, Block 98, Lots 1028-1031 on the Nassau County Land and Tax Map, is hereby APPROVED.

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

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

Reviewed By
Office of Town Attorney

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

872

TO: MEMORANDUM DOCKET

FROM: ANGELO A. DELLIGATTI, COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT

DATE: OCTOBER 24, 2024

SUBJECT: WATERWAYS REVIEW
BRIAN & JENNIFER PRZEDWIECKI
81 BILTMORE BOULEVARD
MASSAPEQUA, NY 11758
SECTION 65, BLOCK 98, LOT(S) 1028-1031
DOCK BUILDING PERMIT APPLICATION # P2405-0184

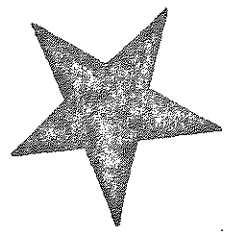
We have received a request from Brian & Jennifer Przedwiecki to "Construct a 6' x 30' floating dock with 3' x 15' access gangway." All work is to be done according to the attached plans stamped "NYSDEC Approved" (NYSDEC) Permit No. 1-2824-03462/00001 dated December 30, 2022. Chapter 241 of the Code of the Town of Oyster Bay entitled "Waterways" requires Town Board approval for structures projecting into the waterways.

Copies of the following documents are attached: Town of Oyster Bay Mooring, Dock, Pier, Float and Bulkhead Permit Application No. P2405-0184; New York State Department of Environmental Conservation (NYSDEC) Permit No. 1-2824-03462/00001 dated December 30, 2022, Department of the Army, New York District Corps of Engineers Permit No. NAN-2022-00951-EDE dated March 15, 2023 and a letter of General Concurrence with the Federal Consistency Assessment Form from the New York State Department of State dated March 20, 2023. Also attached is a memo from Julia Schneider, Director of TEQR Department of Environmental Resources dated August 22, 2024, classifying the project as a TYPE II ACTION under SEQRA.

The relevant documents are attached for your review.

The maintained work at the subject premises would, in the Department's opinion, be compatible with the surrounding area.

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



HONORABLE MEMBERS OF THE TOWN BOARD
WATERWAYS REVIEW
BRIAN & JENNIFER PRZEDWIECKI
81 BILTMORE BOULEVARD
MASSAPEQUA, NY 11758
SECTION 65, BLOCK 98, LOT(S) 1028-1031
DOCK BUILDING PERMIT APPLICATION # P2405-0184

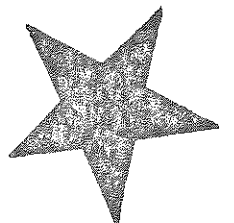
Page 2

for the November 19, 2024, Town Board calendar to provide the applicant ample time to comply with this requirement.


ANGELO A. DELIGATTI
COMMISSIONER

AAD/dh
Encls.

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



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

August 22, 2024

TO: SCOTT BYRNE, DEPUTY COMMISSIONER,
DEPARTMENT OF PLANNING AND DEVELOPMENT

FROM: JULIA K. SCHNEIDER, DIRECTOR OF TEQR,
DEPARTMENT OF ENVIRONMENTAL RESOURCES

SUBJECT: CLASSIFICATION PURSUANT TO THE STATE ENVIRONMENTAL
QUALITY REVIEW ACT (SEQR): TYPE II: DOCKS, PIERS & FLOATS PERMIT:
REVIEW OF WATERWAY APPLICATION NUMBER P2405-0184
BRIAN & JENNIFER PRZEDWIECKI

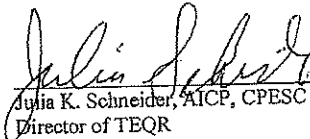
LOCATION: 81 BILTMORE BOULEVARD, MASSAPEQUA
SECTION 65, BLOCK 98, LOT(S) 1028-1031

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

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

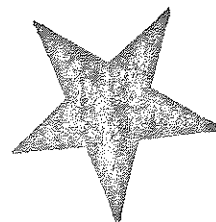
Actions or classes of actions identified in the above-referenced sections of SEQR/TEQR have been pre-determined not to have a significant impact on the environment or are otherwise precluded from environmental review under the Environmental Conservation Law, Article 8.

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



Julia K. Schneider, AICP, CPESC
Director of TEQR

Filepath: DER Dept. Files/TEQR/TYPE II/Docks/81 Biltmore Blvd, Massapequa_8.22.24





R1-7

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

12405-0184

APPLICATION FOR PERMIT TO BUILD OR INSTALL

APPLICATION MUST BE TYPEWRITTEN OR PRINTED IN INK LEGIBLY.

Name	Street Address	Post Office	Zip	Phone #
PROPERTY OWNER: Jennifer MR. BRIAN J. PRZEDWIECKI	81 BILTMORE BOULEVARD	MASSAPEQUA, NY	11758	[REDACTED]
LESSEE:				
TENANT:				
APPLICANT: MR. BRIAN J. PRZEDWIECKI	81 BILTMORE BOULEVARD	MASSAPEQUA, NY	11758	[REDACTED]
ARCHITECT: MR. ADON AUSTIN, P.E.	1000 NEW YORK AVENUE, SUITE B	HUNTINGTON STATION, NY	11746	(631) 760-9309
CONTRACTOR: MR. STEVE KITZEN	4071 GREENTREE DRIVE	OCEANSIDE, NY	11572	(516) 375-7015
PLUMBER:				
ELECTRICIAN:				

03402
5-13-24

ADDRESS OF CONSTRUCTION:
IF DIFFERENT FROM ABOVE NO. & STREET POST OFFICE ZIP CODE

LOCATION OF PROPERTY: N.E.S.W. SIDE OF BILTMORE BOULEVARD 1869.20 FEET

N.E.S.W. OF corner of (STREET) BILTMORE BOULEVARD and BALDWIN AVENUE (POST OFFICE) MASSAPEQUA

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

TYPE OF BUILDING		TYPE OF IMPROVEMENT	
B. PROPOSED USE		A. TYPE OF IMPROVEMENT	
EXISTING	PROPOSED	EXISTING	PROPOSED
1. ONE FAMILY	_____	1. NEW BUILDING/STRUCTURE	_____
2. TWO FAMILY	_____	2. ADDITION/EXTENSION	_____
3. PARENT CHILD	_____	3. ALTERATION (i.e. Garage Conv.)	_____
4. GARAGE	_____	4. DECK	_____
5. BUSINESS	_____	5. AWNING/ROOF-OVER	_____
6. INDUSTRIAL	_____	6. CELLAR ENTRANCE	_____
7. RESTAURANT	_____	7. REISSUE #	_____
8. PUBLIC ASSEMBLY	_____	8. OTHER	X
9. OTHER	X		

DESCRIBE THE WORK IN DETAIL (Size and Dimension(s) of Structure(s) REMOVE AND REPLACE EXISTING ACCESS PLATFORM AND GANGWAY.

REMOVE EXISTING 5X40-FT (200 SF) FLOATING DOCK (1 OF 2). RELOCATE EXISTING 5X40-FT (200 SF) FLOATING DOCK (2 OF 2).

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

HAVE BOTH AFFIDAVITS NOTARIZED

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

STATE OF NEW YORK
COUNTY OF NASSAU

ss:

MR. BRIAN J. PRZEDWIECKI being duly sworn, deposes and says: That he/she resides at 81 BILTMORE BOULEVARD in the hamlet of MASSAPEQUA in the State of NEW YORK and that he/she is authorized by the Owner MR. BRIAN J. PRZEDWIECKI who is the owner in fee of all that certain lot, piece or parcel of land shown on the attached survey, situated, lying and being within the unincorporated area of the Town of Oyster Bay, to make application for a permit to perform said work in the foregoing application and accompanying plans, and all the statements contained herein are true to deponent's own knowledge.

Address: 81 BILTMORE BOULEVARD, MASSAPEQUA, NY
Phone: (631) 506-1279

(Sign here) [Signature]
Sworn to before me this 24 day of April 2024

STATE OF NEW YORK
COUNTY OF NASSAU

ss:

MR. BRIAN J. PRZEDWIECKI being duly sworn, deposes and says: That he/she resides at 81 BILTMORE BOULEVARD in the hamlet of MASSAPEQUA in the State of NEW YORK and that he/she is the owner in fee of all that certain lot, piece or parcel of land shown on the attached survey, situated, lying and being within the unincorporated area of the Town of Oyster Bay, that the work proposed to be done upon the said premises, will be done in accordance with the approved application and accompanying plans, and hereby authorizes MR. BRIAN J. PRZEDWIECKI (applicant) to make application for a permit to perform said work in the foregoing application and accompanying plans and all the statements herein contained are true to deponent's own knowledge.

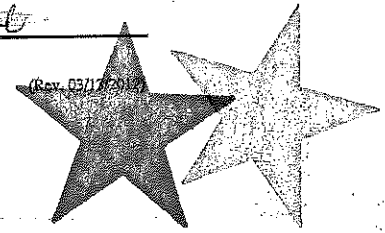
(Sign here) [Signature] (owner)
Sworn to before me this 24 day of April 2024

Notary Public Signature
NOTARY PUBLIC

Notary Public Signature
NOTARY PUBLIC

O1VA6202425
exp: 3/16/2025

O1VA6202425
exp: 3/16/2025





P2405-0184

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

ELIZABETH L. MACCARONE
COMMISSIONER

TIMOTHY R. ZIKE
DEPUTY COMMISSIONER

JAMES McCaffrey
DEPUTY COMMISSIONER

APPLICANT'S DISCLOSURE AFFIDAVIT

PREMISES: 81 BILTMORE BOULEVARD, MASSAPEQUA, NEW YORK 11758

STATE OF NEW YORK)

ss.

COUNTY OF NASSAU)

MR. ADON AUSTIN, P.E., being duly sworn, deposes and says:

- That I am _____ (age), and reside at (address) 1000 NEW YORK AVENUE, SUITE B, HUNTINGTON STATION, NY.
- That I am the (owner, lessee, etc.) ENGINEER of property which is the subject Matter of this application and am familiar with all the facts and circumstances hereinafter set forth.
- That the following are the names, addresses and interests, respectively, of all partners (joint venturers, etc.) N/A
- That there are no encumbrances or holders of any instruments creating and encumbrance upon the subject property - except: (if any, set forth details) N/A
- That neither deponent nor any other person mentioned in this affidavit is an officer or Employee, or is related to an officer or employee of the Town of Oyster Bay - except: (if any, set forth details) N/A
- That no officer of the State of New York, or officer or employee of the Town of Oyster Bay, or Nassau County, or person holding any position or office, whether by election, appointment or otherwise, in any party as defined by subdivision 4 of Section 2 of the Election Law, or his spouse, or their brothers, sisters, parents, children, grandchildren, or the spouse of any of them, is the applicant, or any officer, director or partner, member or employee of the applicant, or legally or beneficially owns or controls one (1) percent or more of the stock of the applicant, or is associated with the applicant in a joint venture, or is a party to an agreement with the applicant, expressed or implied, whereby he may receive any payment or other benefit, whether or not for services rendered, dependent or contingent upon the favorable approval of such application, petition or request - except (if any set forth details - see General Municipal Law Section 809) N/A
- That in the event there is any change in the matters set forth herein prior to the issuance of a building permit or certificate of occupancy for the property affected hereby, deponent (s) will file with the Town of Oyster Bay a supplemental affidavit indicating the details of such change within 48 hours of such change.

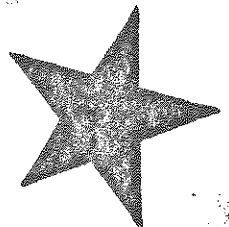
[Signature]
(signed)

Sworn to before me this

17 day of April, 2024

Allison Michelle Goldsmith
NOTARY PUBLIC

ALLISON MICHELLE GOLDSMITH
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01GO6251709
Qualified in Suffolk County
Commission Expires November 21, 2027





P2405-0184

Town of Oyster Bay
Department of Planning and Development
Town Hall - 74 Audrey Avenue
Oyster Bay, New York 11771
(516) 624-6208
FAX (516) 624-6240
www.oysterbaytown.com

ELIZABETH L. MACCARONE
COMMISSIONER

TIMOTHY R. ZIKE
DEPUTY COMMISSIONER

JAMES McCAFFREY
DEPUTY COMMISSIONER

APPLICANT'S DISCLOSURE AFFIDAVIT

PREMISES: 81 BILTMORE BOULEVARD, MASSAPEQUA, NEW YORK 11758

STATE OF NEW YORK)

ss.

COUNTY OF NASSAU)

Steven Lutzen, being duly sworn, deposes and says:

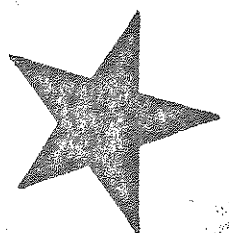
- That I am 33 (age), and reside at (address) 306 Shore Rd Bellmore NY 11716
- That I am the (owner, lessee, etc.) CONTRACTOR of property which is the subject Matter of this application and am familiar with all the facts and circumstances hereinafter set forth.
- That the following are the names, addresses and interests, respectively, of all partners (joint venturers, etc.) N/A
- That there are no encumbrances or holders of any instruments creating and encumbrance upon the subject property - except: (if any, set forth details) N/A
- That neither deponent nor any other person mentioned in this affidavit is an officer or Employee, or is related to an officer or employee of the Town of Oyster Bay - except: (if any, set forth details) N/A
- That no officer of the State of New York, or officer or employee of the Town of Oyster Bay, or Nassau County, or person holding any position or office, whether by election, appointment or otherwise, in any party as defined by subdivision 4 of Section 2 of the Election Law, or his spouse, or their brothers, sisters, parents, children, grandchildren, or the spouse of any of them, is the applicant, or any officer, director or partner, member or employee of the applicant, or legally or beneficially owns or controls one (1) percent or more of the stock of the applicant, or is associated with the applicant in a joint venture, or is a party to an agreement with the applicant, expressed or implied, whereby he may receive any payment or other benefit, whether or not for services rendered, dependent or contingent upon the favorable approval of such application, petition or request - except (if any set forth details - see General Municipal Law Section 809) N/A
- That in the event there is any change in the matters set forth herein prior to the issuance of a building permit or certificate of occupancy for the property affected hereby, deponent (s) will file with the Town of Oyster Bay a supplemental affidavit indicating the details of such change within 48 hours of such change.

(signed)

Sworn to before me this
5 day of March, 2023

NOTARY PUBLIC

ROBERT SHIPKO
Notary Public, State of New York
No. 01286422040
Qualified in Nassau County
Term Expires 2/27/2024 (Rev. 03/04/2019)



D 2405-0184 11

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

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

December 30, 2022

Brian Przedwiecki
81 Biltmore Boulevard
Massapequa, NY 11758

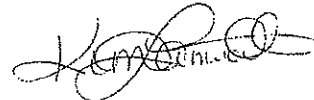
Re: Application# 1-2824-03462/00001
Przedwiecki Property – 81 Biltmore Boulevard
NCTM# 65-98-1028

Dear Permittee:

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

Also enclosed is a permit sign which is to be conspicuously posted at the project site and protected from the weather.

Sincerely,

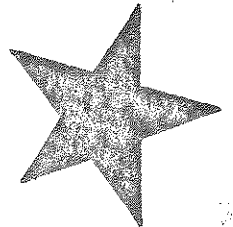


Kim Lamiroult
Environmental Analyst

cc: Rising Tide Waterfront Solutions
BMHP
File



Department of
Environmental
Conservation





PERMIT
Under the Environmental Conservation Law (ECL)

Permittee and Facility Information

Permit Issued To:
BRIAN PRZEDWIECKI
81 BILTMORE BLVD
MASSAPEQUA, NY 11758

Facility:
PRZEDWIECKI PROPERTY
81 BILTMORE BLVD|65-98-1028
MASSAPEQUA, NY 11758

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

Facility Location: in OYSTER BAY in NASSAU COUNTY
Facility Principal Reference Point: NYTM-E: 629.623 NYTM-N: 4502.36
Latitude: 40°39'43.0" Longitude: 73°27'59.7"

Project Location: Grand Canal

Authorized Activity: Remove existing 5'x7' platform and replace with a 4'x6' platform; remove and replace 3'x15' ramp; remove existing 5'x40' float; relocate remaining 5'x40' float. All work shall be done in accordance with the plans prepared by Rising Tide Waterfront Solutions, dated 12/09/2022, and stamped, 'NYSDEC Approved' on 12/30/2022. KLL (SAP 1-09-008)

Permit Authorizations

Tidal Wetlands - Under Article 25
Permit ID 1-2824-03462/00001

New Permit

Effective Date: 12/30/2022

Expiration Date: 12/29/2027

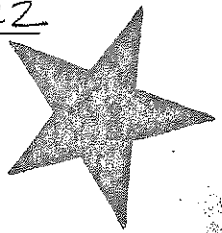
NYSDEC Approval

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

Permit Administrator: LAURA F STAR, Deputy Permit Administrator
Address: NYSDEC Region 1 Headquarters
SUNY @ Stony Brook|50 Circle Rd
Stony Brook, NY 11790 -3409

Authorized Signature: _____

Date 12/30/22





Distribution List

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

Permit Components

NATURAL RESOURCE PERMIT CONDITIONS

GENERAL CONDITIONS, APPLY TO ALL AUTHORIZED PERMITS

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

**NATURAL RESOURCE PERMIT CONDITIONS - Apply to the Following
Permits: TIDAL WETLANDS**

1. Regulated Activities Authorized By This Permit This permit authorizes only those regulated activities / structures identified under the section Description of Authorized Activity. NYSDEC does not issue after-the-fact or as-built permits. This permit does not authorize activities, or legitimize the existence of structures, which would have required a permit but for which no permit or other authorization has been granted by NYSDEC.

2. Conformance With Plans All activities authorized by this permit must be in strict conformance with the approved plans submitted by the applicant or applicant's agent as part of the permit application. Such approved plans were prepared by Rising Tide Waterfront Solutions, last revised 12/09/22.

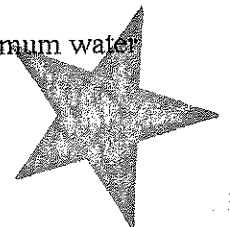
3. Notice of Commencement At least 48 hours prior to commencement of the project, the permittee and contractor shall sign and return the top portion of the enclosed notification form certifying that they are fully aware of and understand all terms and conditions of this permit. Within 30 days of completion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

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

5. Failure to Meet Permit Conditions Failure of the permittee to meet all the conditions of this permit is a violation of this permit and grounds for an order to immediately cease the permitted activity at the project site.

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

7. Float Installation The float shall be installed only at the approved location with a minimum water depth of 2 1/2 feet, measured at mean low low water (-2.5 MLLW).





8. Floats and Pilings at Property Lines Floats and/or pilings installed under the authority of this permit must not:

- A. Be placed so that docked boats extend laterally over adjacent property lines.
- B. Interfere with navigation.
- C. Interfere with other landowners riparian rights.

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

10. No Permanent Structures on Float No permanent structures shall be installed on the float without first obtaining written Department approval (permit, modification, or amendment).

11. No Floats, Ramps in Vegetated Tidal Wetlands Floats and ramps may not rest on or be stored in any vegetated tidal wetland.

12. No Dredging or Excavation No dredging, excavating or other alteration of shoreline or underwater areas is authorized by this permit, nor shall issuance of this permit be construed to suggest that the Department will issue a permit for such activities in the future.

13. No Prop Dredging Prop dredging, or the act of utilizing and/or directing the propeller or propulsion system of a motorized vessel and/or the water-borne forces created by said propeller or propulsion system, to excavate or displace existing bottom sediment and benthic habitat for the direct or indirect purpose of establishing or increasing water depth, is a regulated activity and is not authorized by this permit. Prop dredging is strictly prohibited without further written authorization (permit, modification or amendment) from the department.

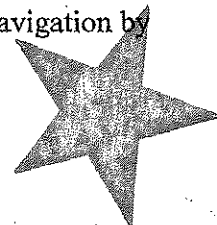
14. Use of Treated Wood The use of wood treated with Pentachlorophenol or other wood treatment not specifically approved by the Department for use in wetlands and/or marine waters, is strictly prohibited in the construction of structures that will be in contact with tidal waters.

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

16. No Construction Debris in Wetland or Adjacent Area Any debris or excess material from construction of this project shall be completely removed from the adjacent area (upland) and removed to an approved upland area for disposal. No debris is permitted in wetlands and/or protected buffer areas.

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

18. No Interference With Navigation There shall be no unreasonable interference with navigation by the work herein authorized.



P 2405 - 0184



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

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

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

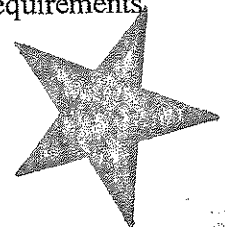
GENERAL CONDITIONS - Apply to ALL Authorized Permits:

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

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

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

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





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

Regional Permit Administrator
NYSDEC Region 1 Headquarters
SUNY @ Stony Brook|50 Circle Rd
Stony Brook, NY11790 -3409

4. Submission of Renewal Application The permittee must submit a renewal application at least 30 days before permit expiration for the following permit authorizations: Tidal Wetlands.

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

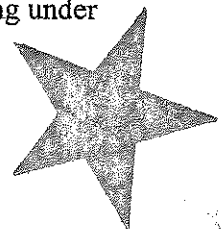
- a. materially false or inaccurate statements in the permit application or supporting papers;
- b. failure by the permittee to comply with any terms or conditions of the permit;
- c. exceeding the scope of the project as described in the permit application;
- d. newly discovered material information or a material change in environmental conditions, relevant technology or applicable law or regulations since the issuance of the existing permit;
- e. noncompliance with previously issued permit conditions, orders of the commissioner, any provisions of the Environmental Conservation Law or regulations of the Department related to the permitted activity.

6. Permit Transfer Permits are transferrable unless specifically prohibited by statute, regulation or another permit condition. Applications for permit transfer should be submitted prior to actual transfer of ownership.

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS
--

Item A: Permittee Accepts Legal Responsibility and Agrees to Indemnification

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



P2405-0184



Article 78 of the New York Civil Practice Laws and Rules or any citizen suit or civil rights provision under federal or state laws.

Item B: Permittee's Contractors to Comply with Permit

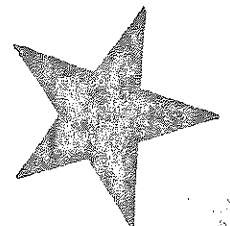
The permittee is responsible for informing its independent contractors, employees, agents and assigns of their responsibility to comply with this permit, including all special conditions while acting as the permittee's agent with respect to the permitted activities, and such persons shall be subject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

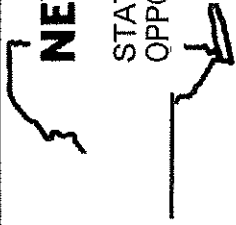
Item C: Permittee Responsible for Obtaining Other Required Permits

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

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

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





NEW YORK

STATE OF
OPPORTUNITY

**Department of
Environmental
Conservation**

NOTICE

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

Regional Permit Administrator

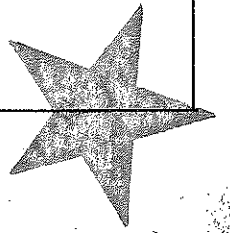
SUSAN ACKERMAN

Permit Number 1-2824-03462/00001

Expiration Date 12/29/2027

Note: This notice is **NOT** a permit

NYSDEC - ENV. PERMITS
SUNY@STONY BROOK
50 CIRCLE ROAD
STONY BROOK, NY 11790-3409



NOTICE OF COMMENCEMENT OF CONSTRUCTION

P 2405-018*

RETURN THIS FORM TO: COMPLIANCE
Marine Habitat Protection - NYSDEC
SUNY at Stony Brook
50 Circle Road
Stony Brook, NY 11790-3409

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

PERMIT NUMBER: _____ EXPIRATION DATE: _____

PERMITTEE NAME & PROJECT ADDRESS: _____

CONTRACTOR NAME & ADDRESS: _____

TELEPHONE: _____

Dear DEC:

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

PERMITTEE: _____ DATE _____

CONTRACTOR: _____ DATE _____

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

Cut along this line X X X X X X X X
NOTICE OF COMPLETION OF CONSTRUCTION

RETURN THIS FORM TO: COMPLIANCE
Marine Habitat Protection - NYSDEC
50 Circle Road
Stony Brook, NY 11790-3409

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

PERMIT NUMBER: _____ EXPIRATION DATE: _____

PERMITTEE NAME & PROJECT ADDRESS: _____

CONTRACTOR NAME & ADDRESS: _____

TELEPHONE: _____

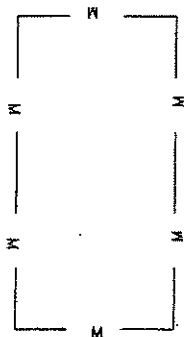
Pursuant to special conditions of the referenced permit, you are hereby notified that the authorized activity was completed on _____ We have fully complied with the terms and conditions of the permit and approved plans. (Both signatures required)

PERMITTEE: _____ DATE _____

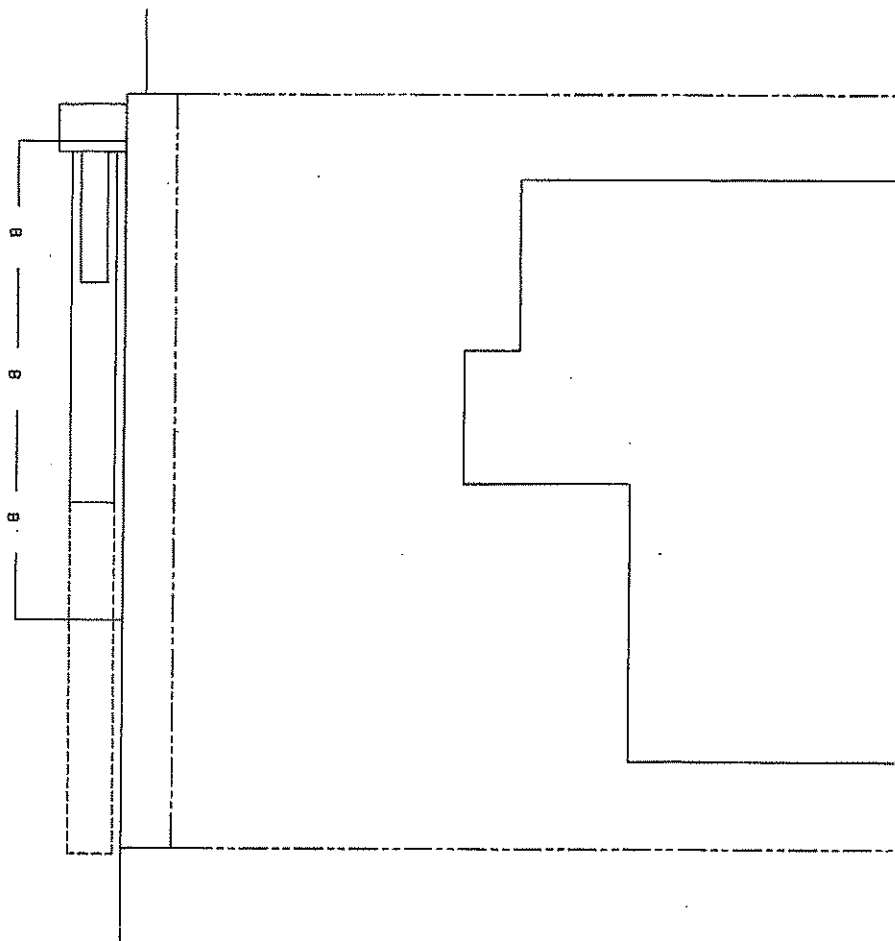
CONTRACTOR: _____ DATE _____

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





BARGE TEMPORARY MOORING AREA
(BEACHING OF BARGE IS PROHIBITED)



GRAND CANAL
WD.=95'-0" (±)
EBB FLOOD

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

NYS DEC
APPROVED AS PER TERMS
AND CONDITIONS OF

PLAN
SITE PROTECTION

SCALE: 1"=20'-0"

PERMIT NO. 1-2824-03462/00001

DATE 12/30/2022

p. 1 of 4

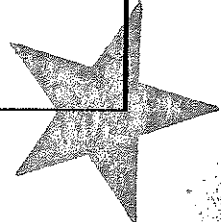
LEGEND:

- B-B- TURBIDITY CURTAIN W/ DEBRIS BOOM
- M-M- BARGE MOORING BOUNDARY



SEAL

SHEET NO. G-1.4	PROJECT NO. P220901.00	PROJECT WATERFRONT DEVELOPMENT PREPARED FOR MR. BRIAN PRZEDWIECKI LOCATED AT 81 BILTMORE BLVD MASSAPEQUA	SCALE 1"=20'-0"	Rising Tide Waterfront Solutions
	DRAWN BY DAC		DATE 12-09-22	ADDRESS 80 KILLIANS ROAD, #280 MASSAPEQUA, NY 11758
	CHECKED BY AMA		REVISION B	SHEET SITE PROTECTION PLAN



SITE ACCESS AND STAGING AREA(S):

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

TEMPORARY SOIL & EROSION CONTROL NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SOIL EROSION AND SEDIMENT CONTROL MEASURES. CONTRACTOR SHALL SUBMIT SOIL EROSION AND SEDIMENT CONTROL PLAN TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO THE START OF CONSTRUCTION.
2. CONTRACTOR SHALL PREVENT CONTAMINATION OF THE WATERWAY BY SILT, SEDIMENT FUELS, SOLVENTS, LUBRICANTS, EPOXY COATINGS, CONCRETE LEACHATE, OR ANY OTHER POLLUTANT ASSOCIATED WITH THE PROPOSED CONSTRUCTION.
3. ERODED SOIL SHALL BE PREVENTED FROM ENTERING STORM DRAINS, DITCHES, OR WATERCOURSES (SEE TYPICAL DETAILS). TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL MEASURES DETAILED IN THE PLANS SHALL BE CONSIDERED AS THE MINIMUM REQUIRED.
4. ALL SOIL AND EROSION AND SEDIMENT CONTROL MEASURES SHALL BE PLACED PRIOR TO STARTING ANY CONSTRUCTION WORK AND SHALL REMAIN IN PLACE UNTIL SLOPES ARE STABILIZED WITH SEEDING AND/OR OTHER SLOPE PROTECTION.
5. MAINTENANCE OF TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL DEVICES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND PAID FOR UNDER THE GENERAL CONDITIONS OF THE CONTRACT.
6. FLOATING TURBIDITY CURTAINS SHALL BE USED TO PREVENT TURBID WATER FROM ENTERING CLEAR WATER, ISOLATING ACTIVE CONSTRUCTION AREAS TO MINIMIZE THE MIGRATION OF SUSPENDED SILTS.
 - A. THICKNESS = 45 MILS (MIN)
 - B. WEIGHT = 18 OZ / SY (MIN)
 - C. TENSILE STRENGTH = 300 LBS (MIN)
 - D. UV INHIBITOR = YES
 - E. APPARENT OPENING SIZE = 70 US STANDARD SIEVE (OR FINER)
 - F. COLOR = YELLOW OR INTERNATIONAL ORANGE
7. TURBIDITY CURTAINS SHALL BE ANCHORED TO PREVENT DRIFT. DESIGN OF CURTAIN AND ANCHOR SHALL BE IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS. ILLUMINATE CURTAINS ACCORDING TO USCG WHEN INSTALLED IN NAVIGABLE WATERWAYS.
8. MAINTAIN A 12 IN. MINIMUM GAP BETWEEN THE SKIRT BOTTOM AND THE MUDLINE. DRAGGING OF CURTAIN IS PROHIBITED.
9. TURBIDITY CURTAIN MAY BE INSTALLED ON STAKES DRIVEN INTO THE MUDLINE FOR SHALLOW WATER APPLICATIONS (2 FEET OR LESS).
10. MAXIMUM CURTAIN DEPTH = 12 FT.

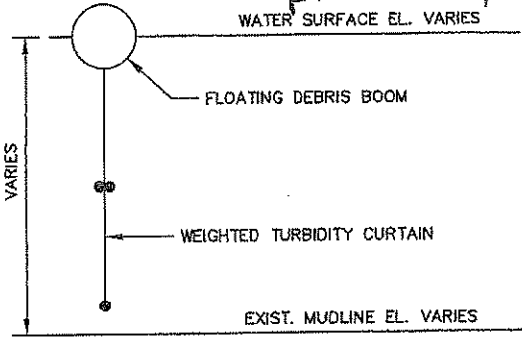
SITE SAFETY:

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

NYSDEC
APPROVED AS PER TERMS
AND CONDITIONS OF

PERMIT NO. 1-2824-03462/00001
DATE 12/30/2022

p. 2 of 4



TYP DETAIL
TURBIDITY CURTAIN W/ DEBRIS BOOM N.T.S

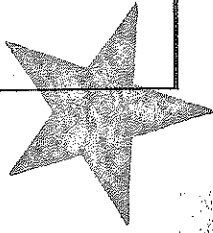
SHEET NO.
G-1.5

PROJECT NO.
P220901.00
DRAWN BY
DAC
CHECKED BY
AMA

PROJECT
WATERFRONT DEVELOPMENT
PREPARED FOR
MR. BRIAN PRZEDWIECKI
LOCATED AT
81 BILTMORE BLVD
MASSAPEQUA

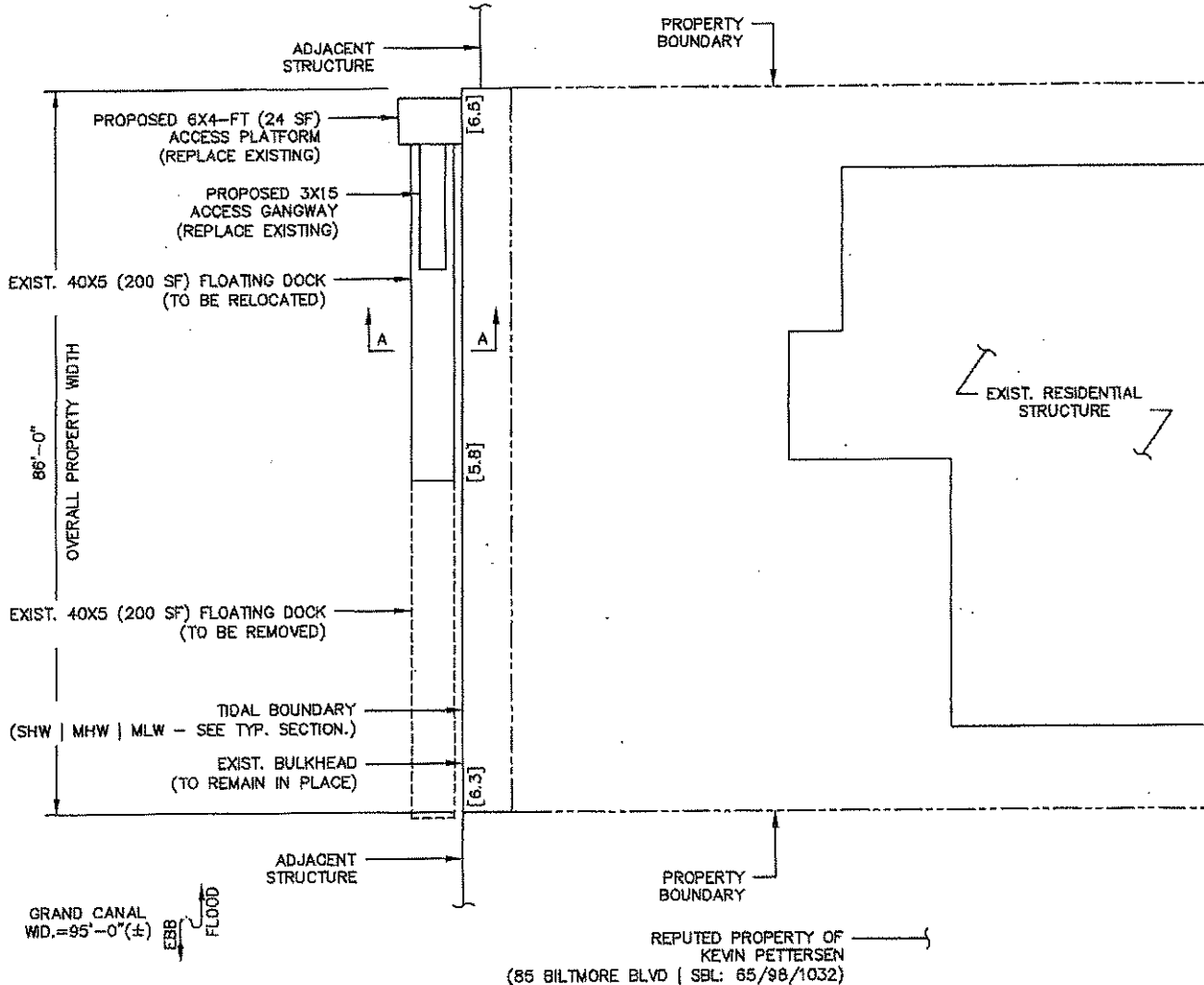
SCALE
N/A
DATE
12-09-22
REVISION
8

Rising Tide | Waterfront Solutions
ADDRESS
80 KILLIANS ROAD, #280
MASSAPEQUA, NY 11758
SHEET
EROSION CONTROL
NOTES AND DETAILS





REPUTED PROPERTY OF
HAMEEDA NOORATA
(77 BILTMORE BLVD | SBL: 65/98/1269)



REPUTED PROPERTY OF
KEVIN PETERSEN
(85 BILTMORE BLVD | SBL: 65/98/1032)

NYSDEC
APPROVED AS PER TERMS
AND CONDITIONS OF

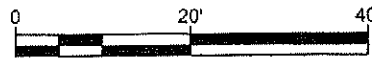
PERMIT NO. 1-2804-03462/00001
DATE 12/30/2022

P. 3 of 4

FACILITY PLAN

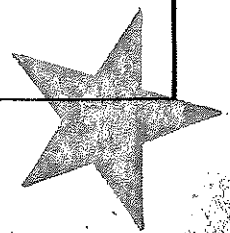
SCALE: 1"=20'-0"

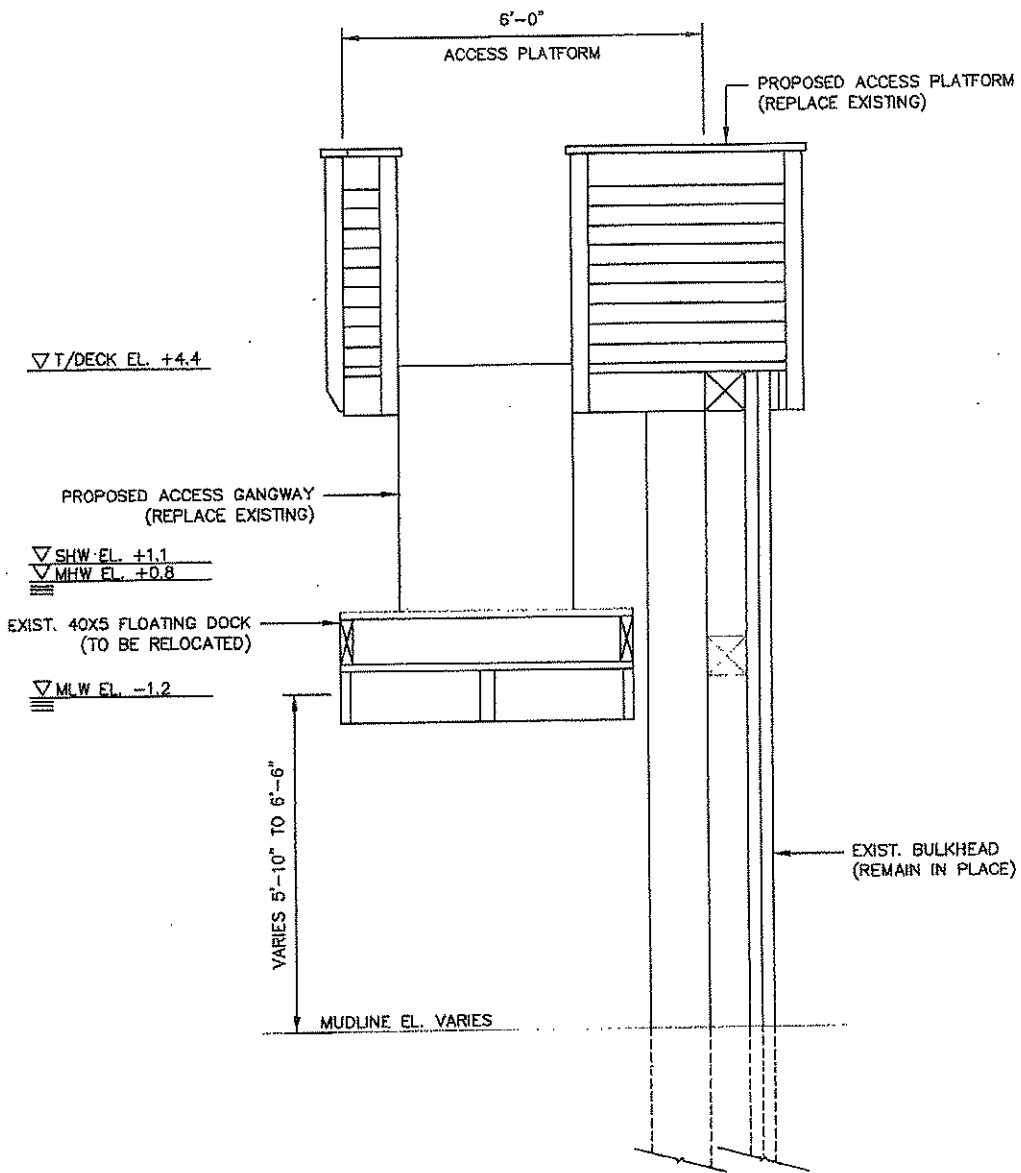
LEGEND:
[X.X] WATER DEPTH AT MEAN LOW WATER



SHEET NO. G-1.6	PROJECT NO. P220901.00	PROJECT WATERFRONT DEVELOPMENT PREPARED FOR MR. BRIAN PRZEDWIECKI LOCATED AT 81 BILTMORE BLVD MASAPEQUA	SCALE 1"=20'-0"	Rising Tide Waterfront Solutions
	DRAWN BY DAC		DATE 12-09-22	ADDRESS 80 KILLIANS ROAD, #280 MASAPEQUA, NY 11758
	CHECKED BY AMA		REVISION B	SHEET FACILITY PLAN

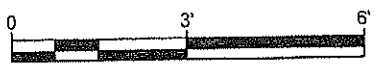
SEAL



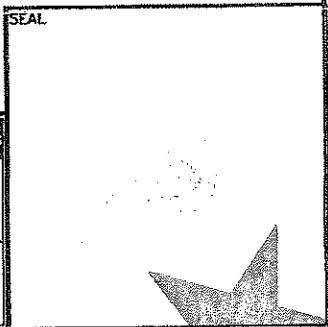


SECTION FLOATING DOCK SCALE: 1"=3'-0"

NYSDEC
 APPROVED AS PER TERMS
 AND CONDITIONS OF
 PERMIT NO. 1-2824-03462/00001
 DATE 12/30/2022
 p. 4 of 4



SHEET NO. S-1.0	PROJECT NO. P220801.00	PROJECT WATERFRONT DEVELOPMENT PREPARED FOR MR. BRIAN PRZEDWIECKI LOCATED AT 81 BILTMORE BLVD MASSAPEQUA	SCALE 1"=3'-0"	Rising Tide Waterfront Solutions	
	DRAWN BY DAC		DATE 12-09-22	ADDRESS 80 KILLIANS ROAD, #280 MASSAPEQUA, NY 11758	
	CHECKED BY AMA		REVISION B	SHEET FLOATING DOCK SECTION	





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

P2405-0104

REGULATORY BRANCH

March 15, 2023

SUBJECT: Department of the Army Permit Application File Number NAN-2022-00951-EDE by Brian Przedwiecki for the installation of a ramp and float in Grand Canal, a tributary of Massapequa Cove, at 81 Biltmore Boulevard, Massapequa, Town of Oyster Bay, Nassau County, New York

1. PERMITTEE:

Brian Przedwiecki
135 Bayview Avenue
Northport, New York 11768
[REDACTED]

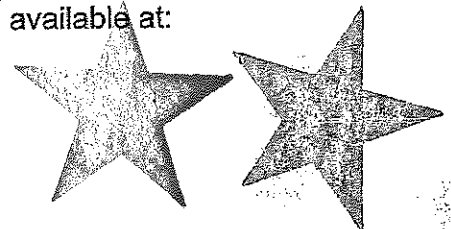
2. On October 17, 2022, the New York District of the U.S. Army Corps of Engineers received a request for Department of the Army authorization to install a 6-foot-wide by 30-foot-long float with a 3-foot-wide by 15-foot-long access gangway in Grand Canal, a tributary of Massapequa Cove, at 81 Biltmore Boulevard, Massapequa, Town of Oyster Bay, Nassau County, New York

3. The specific applicant-provided details are as shown on the attached permit drawings titled "Waterfront Development" revision "A" dated, September 20, 2022, prepared by Rising Tide Waterfront Solutions, (sheets 1 through 8).

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

5. Based on the information submitted to this office and accomplishment of any required notification in accordance with the applicable federal requirements, our review of the subject work indicates that an individual Department of the Army permit is not required. It appears that the activities within the jurisdiction of this office could be accomplished under Department of the Army Nationwide General Permit Number 2 STRUCTURES IN ARTIFICIAL CANALS in accordance with Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403). The nationwide permits are prescribed as a Reissuance of Nationwide Permits in the Federal Register dated January 6, 2017 (82 FR 1860). The subject work may be performed without further authorization from this office provided it complies with Sections A through C, Number 2 STRUCTURES IN ARTIFICIAL CANALS; New York District regional conditions; the following work-specific Special Conditions listed below; and any applicable regional conditions added by the State of New York.

6. Other than the work-specific Special Conditions listed below, the 2017 nationwide general permits in the State of New York, including their final regional conditions, water quality certifications, and coastal zone concurrence statements are available at:



SUBJECT: Department of the Army Permit Application File Number NAN-2022-00951-EDE by Brian Przedwiecki for the installation of a ramp and float in Grand Canal, a tributary of Massapequa Cove, at 81 Biltmore Boulevard, Massapequa, Town of Oyster Bay, Nassau County, New York

www.nan.usace.army.mil/Portals/37/docs/regulatory/publicnotices/Regional%20Gen%20Permit/PN-LRB%20NAN%20FinalRegionalConditionsWQC%20CZMforNYdated%2021-MAR-2017.pdf

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

7. Work-specific Special Conditions:

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

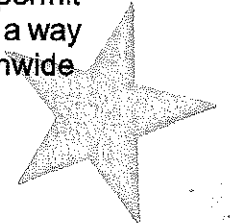
(B) The permittee shall sign and submit the attached compliance certification form to this office **within 30 days of COMPLETION** of the regulated activity authorized by this permit and any mitigation work required by Special Condition.

(C) The permittee, and their agents, shall take actions to prevent construction materials, including debris, from entering any waterway to become drift or pollution hazards.

8. Please note that this nationwide permit (NWP) verification is based on a preliminary jurisdictional determination (JD). A preliminary JD is not appealable. If you wish, prior to commencement of the authorized work you may request an approved JD, which may be appealed, by contacting the New York District, U.S. Army Corps of Engineers for further instruction. To assist you in this decision and address any questions you may have on the differences between preliminary and approved jurisdictional determinations, please review U.S. Army Corps of Engineers Regulatory Guidance Letter No. 16-01, which can be found at:

<https://www.usace.army.mil/Missions/Civil-Works/Regulatory-Program-and-Permits/Guidance-Letters/>

9. This verification is valid until March 18, 2022, unless the nationwide permit is modified, reissued, or revoked. This verification will remain valid until March 18, 2022, if the activity complies with the terms of any subsequent modifications of the nationwide permit authorization. If the nationwide permits are suspended, revoked, or modified in such a way that the activity would no longer comply with the terms and conditions of a nationwide



March 15, 2023

SUBJECT: Department of the Army Permit Application File Number NAN-2022-00951-EDE by Brian Przedwiecki for the installation of a ramp and float in Grand Canal, a tributary of Massapequa Cove, at 81 Biltmore Boulevard, Massapequa, Town of Oyster Bay, Nassau County, New York

permit, and the proposed activity has commenced, or is under contract to commence, the permittee shall have 12 months from the date of such action to complete the activity.

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

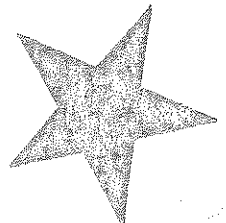
<http://www.nan.usace.army.mil/Missions/Regulatory/CustomerSurvey.aspx>

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

Bart De Martino
Project Manager
Eastern Section

Enclosures (2)

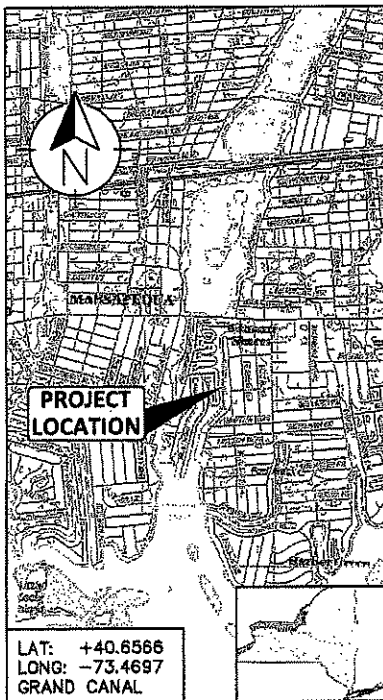
1. Dated Permit Drawings
2. Completion Form



WATERFRONT DEVELOPMENT

81 BILTMORE BLVD MASSAPEQUA, NY 11758

LOCATION MAP



LAT: +40.6566
LONG: -73.4697
GRAND CANAL

REF: AMITYVILLE QUADMAP - 7.5 MIN. SERIES
SUFFOLK COUNTY NY

TIDAL CHART ELEVATION(S)			
POSITION	MLW	NAVD88	DESCRIPTION
SHW	+2.4	+1.1	SPRING HIGH WATER
MHHW	+2.2	+1.0	MEAN HIGHER HIGH WATER
MHW	+2.0	+0.8	MEAN HIGH WATER
MSL	+1.0	-0.2	MEAN SEA LEVEL
MLW	±0.0	-1.2	MEAN LOW WATER
MLLW	-0.1	-1.3	MEAN LOWER LOW WATER

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

PROJECT INFORMATION

LOCATION

PRIVATE RESIDENCE OF MR. BRIAN PRZEDWIECKI, 81 BILTMORE BLVD, IN THE TOWN OF MASSAPEQUA, NASSAU, NEW YORK ALONG GRAND CANAL.

PROJECT NOTIFICATION

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

GENERAL CONTACT INFORMATION

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

DEFINITION(S)

AUTHORITY: MR. BRIAN PRZEDWIECKI
ENGINEER: RIISING TIDE WATERFRONT SOLUTIONS, PLLC

REVISION(S)

A: REGULATORY PERMIT APP. 09-20-22

SHEET INDEX

GENERAL ARRANGEMENT PLANS:

- G-1.0 TITLE SHEET & LOCATION MAP
- G-1.1 GENERAL NOTES I
- G-1.2 GENERAL NOTES II
- G-1.3 VICINITY MAP
- G-1.4 SITE PROTECTION PLAN
- G-1.5 EROSION CONTROL NOTES & DETAILS
- G-1.6 FACILITY PLAN
- S-1.0 FLOATING DOCK SECTION

PROJECT DESCRIPTION

CONSTRUCT / INSTALL A 6X30 (180 SF) FLOATING DOCK W/ 3X15 (45 SF) ACCESS GANGWAY. PROJECT EXCLUDES MAINTENANCE DREDGING

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

G-1.0	SHEET NO.	PROJECT NO. P220901.00	PROJECT WATERFRONT DEVELOPMENT	SCALE N/A	Rising Tide Waterfront Solutions ADDRESS 80 KILLIANS ROAD, #280 MASSAPEQUA, NY 11758
	DRAWN BY DAC	PREPARED FOR MR. BRIAN PRZEDWIECKI		DATE 09-20-22	
	CHECKED BY AMA	LOCATED AT 81 BILTMORE BLVD MASSAPEQUA		REVISION A	SHEET TITLE SHEET & LOCATION MAP

GENERAL NOTE(S):

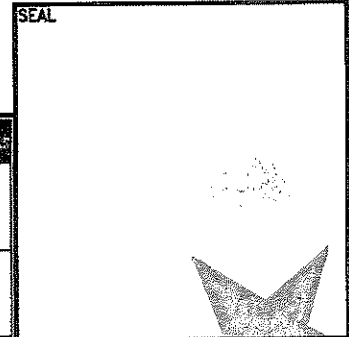
1. ALL WORK SHALL CONFORM TO ALL FEDERAL, STATE, COUNTY, OR LOCAL CODES HAVING JURISDICTION OVER THE PROJECT LOCATION.
2. ALL PROJECT WORK SHALL BE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS OR AS DIRECTED BY THE AUTHORITY OR THE ENGINEER.
 - A. CONTRACTOR SHALL FAMILIARIZE HIM(HER)SELF WITH THE ACTUAL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

PERMIT(S):

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

GOVERNING DESIGN CODE(S):

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



G-1.1	PROJECT NO. P220901.00	PROJECT WATERFRONT DEVELOPMENT PREPARED FOR MR. BRIAN PRZEDWIECKI LOCATED AT 81 BILTMORE BLVD MASSAPEQUA	SCALE N/A	Rising Tide Waterfront Solutions	
	DRAWN BY DAC		DATE 09-20-22	ADDRESS 80 KILLIANS ROAD, #280 MASSAPEQUA, NY 11758	
	CHECKED BY AMA		REVISION A	SHEET GENERAL NOTES I	

USACE FILE: NAN-2022-00951-EDE

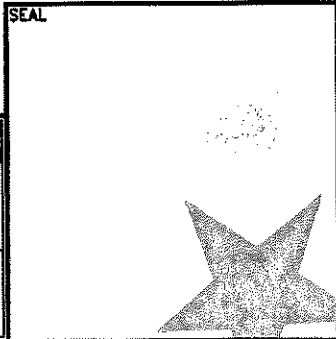
MATERIAL(S):

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

FLOATS, GANGWAYS AND LIFTS:

1. FLOATING DOCK SYSTEM – PROVIDE MATERIALS, LABOR AND EQUIPMENT TO DESIGN, FABRICATE, TRANSPORT AND INSTALL FLOATING DOCK SYSTEMS, INCLUDING ALL MARINE HARDWARE (I.E. GUIDE PILES, CLEATS, FENDERING, ETC.)
 - A. DESIGN LOAD: 60 PSF UNIFORM OR 1,000 LB POINT LIVE LOAD + DEAD. DOCKS SHALL DEFLECT NO GREATER THAN 1.5 INCH AND MAINTAIN A MINIMUM FREEBOARD OF 8 INCHES W/ A MAXIMUM CROSS SLOPE OF 0.5 DEGREES WHEN LOADED.
 - B. SUBMIT SHOP DRAWINGS FOR ENGINEER APPROVAL PRIOR TO FABRICATION. DRAWINGS SHALL BE SIGNED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED BY THE STATE OF NEW YORK.
 - C. MATERIALS:
 - STRUCTURAL MEMBERS: SOUTHERN YELLOW PINE (TREATED).
 - DECK: PICTURE FRAME. IPE 5/4X6 WITH CLIP AND TWO SCREWS EACH END.
 - HARDWARE: HOT DIPPED GALVANIZED WITH STAINLESS STEEL TYPE 304 DECK SCREWS.
 - CLEATS: 12 INCH CAST ALUMINUM ALLOY (6 PLACES).
 - PILE GUIDES: HDG CHAINS AND BOLTS WITH PVC SLEEVES.
 - FENDER STRIPS: GRAY VINYL WITH ULTRAVIOLET INHIBITOR.
2. PREFABRICATED ALUMINUM GANGWAY – PROVIDE AND INSTALL PREFABRICATED ALUMINUM GANGWAY.
 - A. DESIGN LOAD: 40 PSF LIVE + DEAD.
 - B. SUBMIT SHOP DRAWINGS FOR ENGINEER APPROVAL PRIOR TO FABRICATION DRAWINGS SHALL BE SIGNED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED BY THE STATE OF NEW YORK.
 - C. MATERIALS:
 - STRUCTURAL MEMBERS: 6061-T6 ALUMINUM.
 - DECK AND TOP RAIL: IPE.

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



G-1.2	SHEET NO.	PROJECT NO. P220901.00	PROJECT WATERFRONT DEVELOPMENT	SCALE N/A	Ring Date Waterfront Solutions
		DRAWN BY DAC	PREPARED FOR MR. BRIAN PRZEDWIECKI	DATE 09-20-22	ADDRESS 80 KILLIANS ROAD, #280 MASSAPEQUA, NY 11758
		CHECKED BY AMA	LOCATED AT 81 BILTMORE BLVD MASSAPEQUA	REVISION A	SHEET GENERAL NOTES II



REF: AMITYVILLE QUADMAP - 7.5 MIN. SERIES SUFFOLK COUNTY NY

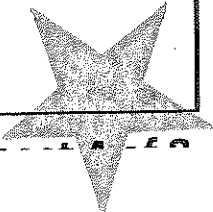
VICINITY MAP

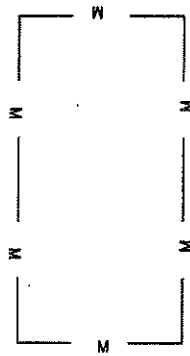
SCALE: 1"=800'-0"



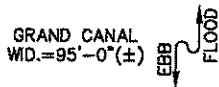
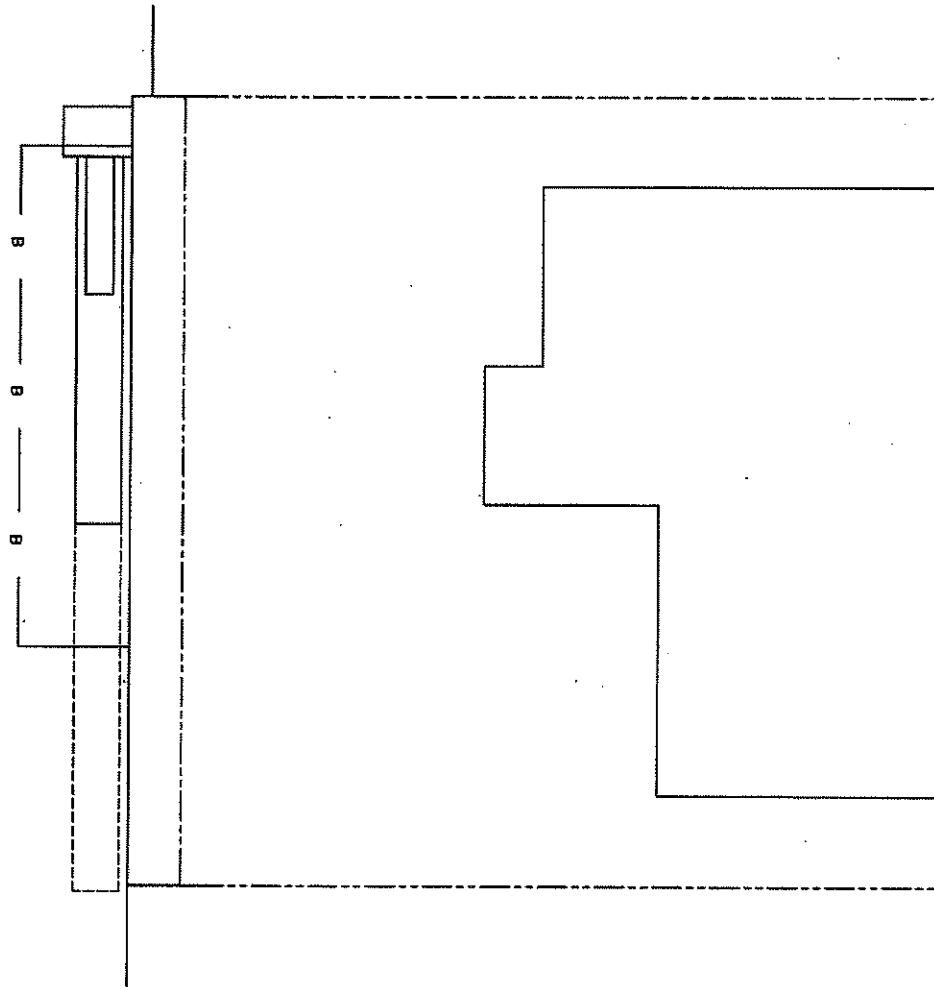
SHEET NO. G-1.3	PROJECT NO. P220901.00	PROJECT WATERFRONT DEVELOPMENT PREPARED FOR MR. BRIAN PRZEDWIECKI LOCATED AT 81 BILTMORE BLVD MASSAPEQUA	SCALE 1"=800'-0"	Rising Tide Waterfront Solutions ADDRESS 80 KILLIANS ROAD, #280 MASSAPEQUA, NY 11758
	DRAWN BY DAC		DATE 09-20-22	
	CHECKED BY AMA		REVISION A	
			SHEET VICINITY MAP	

SEAL





BARGE TEMPORARY MOORING AREA
(BEACHING OF BARGE IS PROHIBITED)



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

PLAN
SITE PROTECTION

SCALE: 1"=20'-0"

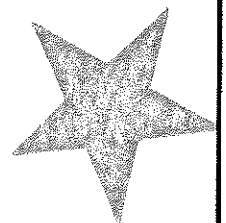
LEGEND:

- B-B- TURBIDITY CURTAIN W/ DEBRIS BOOM
- M-M- BARGE MOORING BOUNDARY



SEAL

G-1.4	SHEET NO.	PROJECT NO. P220901.00	PROJECT WATERFRONT DEVELOPMENT	SCALE 1"=20'-0"	Rising Tide Waterfront Solutions
	DRAWN BY DAC	PREPARED FOR MR. BRIAN PRZEDWIECKI		DATE 09-20-22	ADDRESS 80 KILLIANS ROAD, #280 MASSAPEQUA, NY 11758
	CHECKED BY AMA	LOCATED AT 81 BILTMORE BLVD MASSAPEQUA		REVISION A	SHEET SITE PROTECTION PLAN

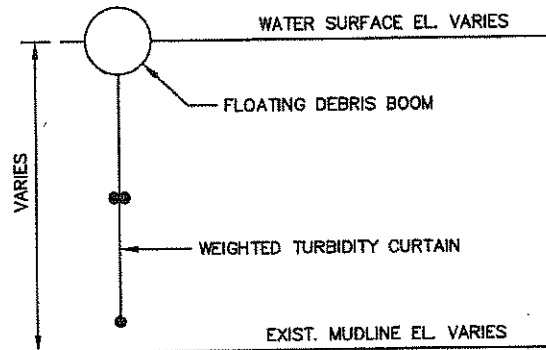


SITE ACCESS AND STAGING AREA(S):

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

TEMPORARY SOIL & EROSION CONTROL NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SOIL EROSION AND SEDIMENT CONTROL MEASURES. CONTRACTOR SHALL SUBMIT SOIL EROSION AND SEDIMENT CONTROL PLAN TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO THE START OF CONSTRUCTION.
2. CONTRACTOR SHALL PREVENT CONTAMINATION OF THE WATERWAY BY SILT, SEDIMENT FUELS, SOLVENTS, LUBRICANTS, EPOXY COATINGS, CONCRETE LEACHATE, OR ANY OTHER POLLUTANT ASSOCIATED WITH THE PROPOSED CONSTRUCTION.
3. ERODED SOIL SHALL BE PREVENTED FROM ENTERING STORM DRAINS, DITCHES, OR WATERCOURSES (SEE TYPICAL DETAILS). TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL MEASURES DETAILED IN THE PLANS SHALL BE CONSIDERED AS THE MINIMUM REQUIRED.
4. ALL SOIL AND EROSION AND SEDIMENT CONTROL MEASURES SHALL BE PLACED PRIOR TO STARTING ANY CONSTRUCTION WORK AND SHALL REMAIN IN PLACE UNTIL SLOPES ARE STABILIZED WITH SEEDING AND/OR OTHER SLOPE PROTECTION.
5. MAINTENANCE OF TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL DEVICES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND PAID FOR UNDER THE GENERAL CONDITIONS OF THE CONTRACT.
6. FLOATING TURBIDITY CURTAINS SHALL BE USED TO PREVENT TURBID WATER FROM ENTERING CLEAR WATER, ISOLATING ACTIVE CONSTRUCTION AREAS TO MINIMIZE THE MIGRATION OF SUSPENDED SILTS.
 - A. THICKNESS = 45 MILS (MIN)
 - B. WEIGHT = 18 OZ / SY (MIN)
 - C. TENSILE STRENGTH = 300 LBS (MIN)
 - D. UV INHIBITOR = YES
 - E. APPARENT OPENING SIZE = 70 US STANDARD SIEVE (OR FINER)
 - F. COLOR = YELLOW OR INTERNATIONAL ORANGE
7. TURBIDITY CURTAINS SHALL BE ANCHORED TO PREVENT DRIFT. DESIGN OF CURTAIN AND ANCHOR SHALL BE IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS. ILLUMINATE CURTAINS ACCORDING TO USCG WHEN INSTALLED IN NAVIGABLE WATERWAYS.
8. MAINTAIN A 12 IN. MINIMUM GAP BETWEEN THE SKIRT BOTTOM AND THE MUDLINE. DRAGGING OF CURTAIN IS PROHIBITED.
9. TURBIDITY CURTAIN MAY BE INSTALLED ON STAKES DRIVEN INTO THE MUDLINE FOR SHALLOW WATER APPLICATIONS (2 FEET OR LESS).
10. MAXIMUM CURTAIN DEPTH = 12 FT.

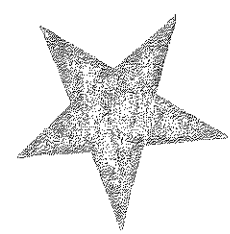


TYP **DETAIL**
TUBIDITY CURTAIN W/ DEBRIS BOOM N.T.S

SITE SAFETY:

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

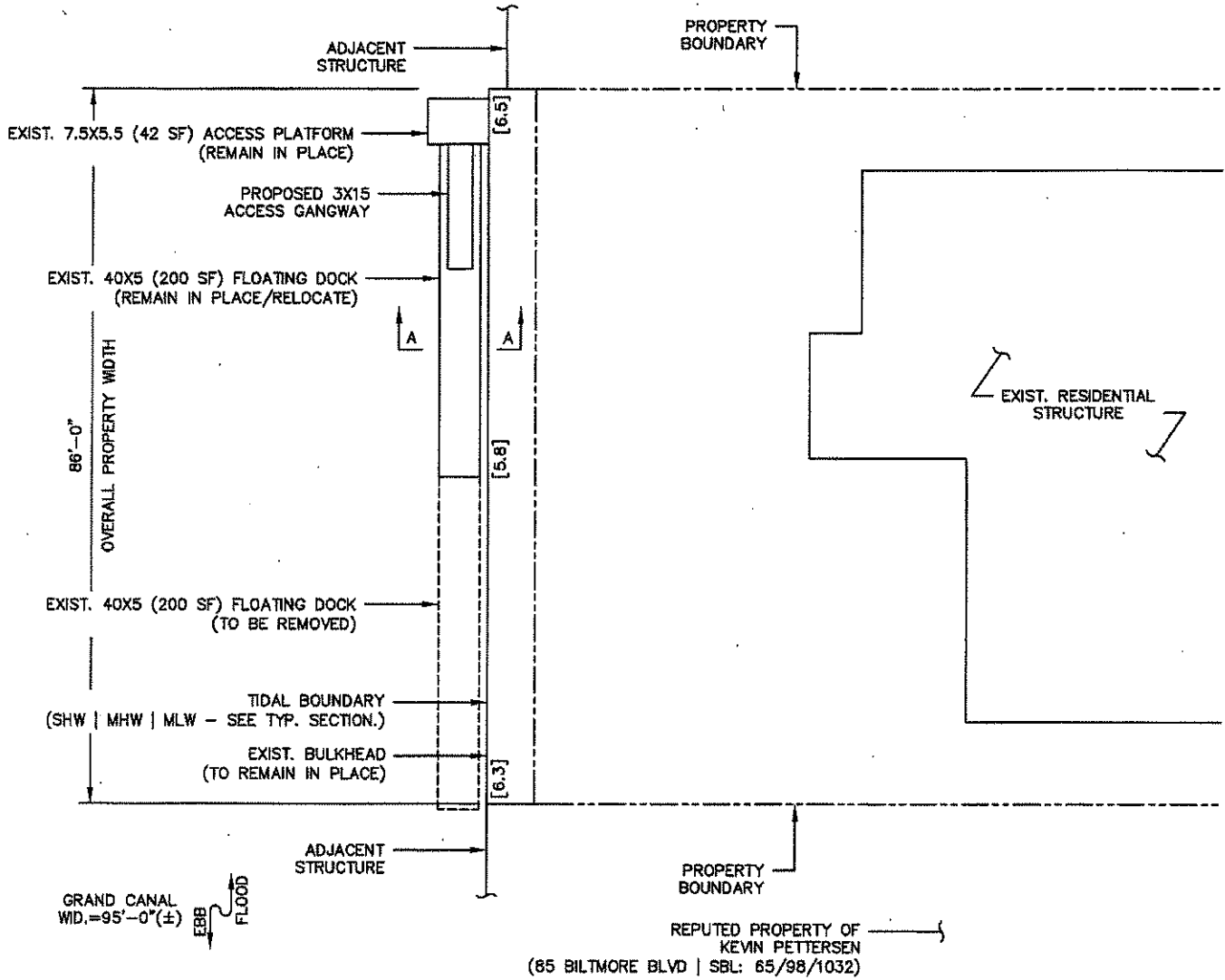
SEAL



G-1.5	SHEET NO.	PROJECT NO. P220901.00	PROJECT WATERFRONT DEVELOPMENT	SCALE N/A	Rising Tide Waterfront Solutions
	DRAWN BY DAC	PREPARED FOR MR. BRIAN PRZEDWIECKI LOCATED AT 81 BILTMORE BLVD MASSAPEQUA		DATE 09-20-22	ADDRESS 80 KILLIANS ROAD, #280 MASSAPEQUA, NY 11758
	CHECKED BY AMA			REVISION A	SHEET EROSION CONTROL NOTES AND DETAILS



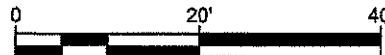
REPUTED PROPERTY OF
HAMEEDA NOORATA
(77 BILTMORE BLVD | SBL: 65/98/1269)



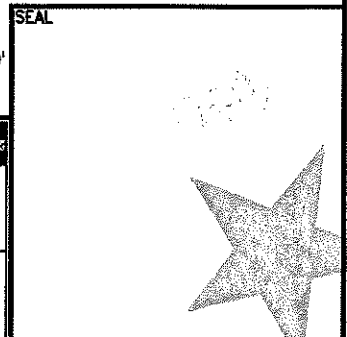
FACILITY PLAN

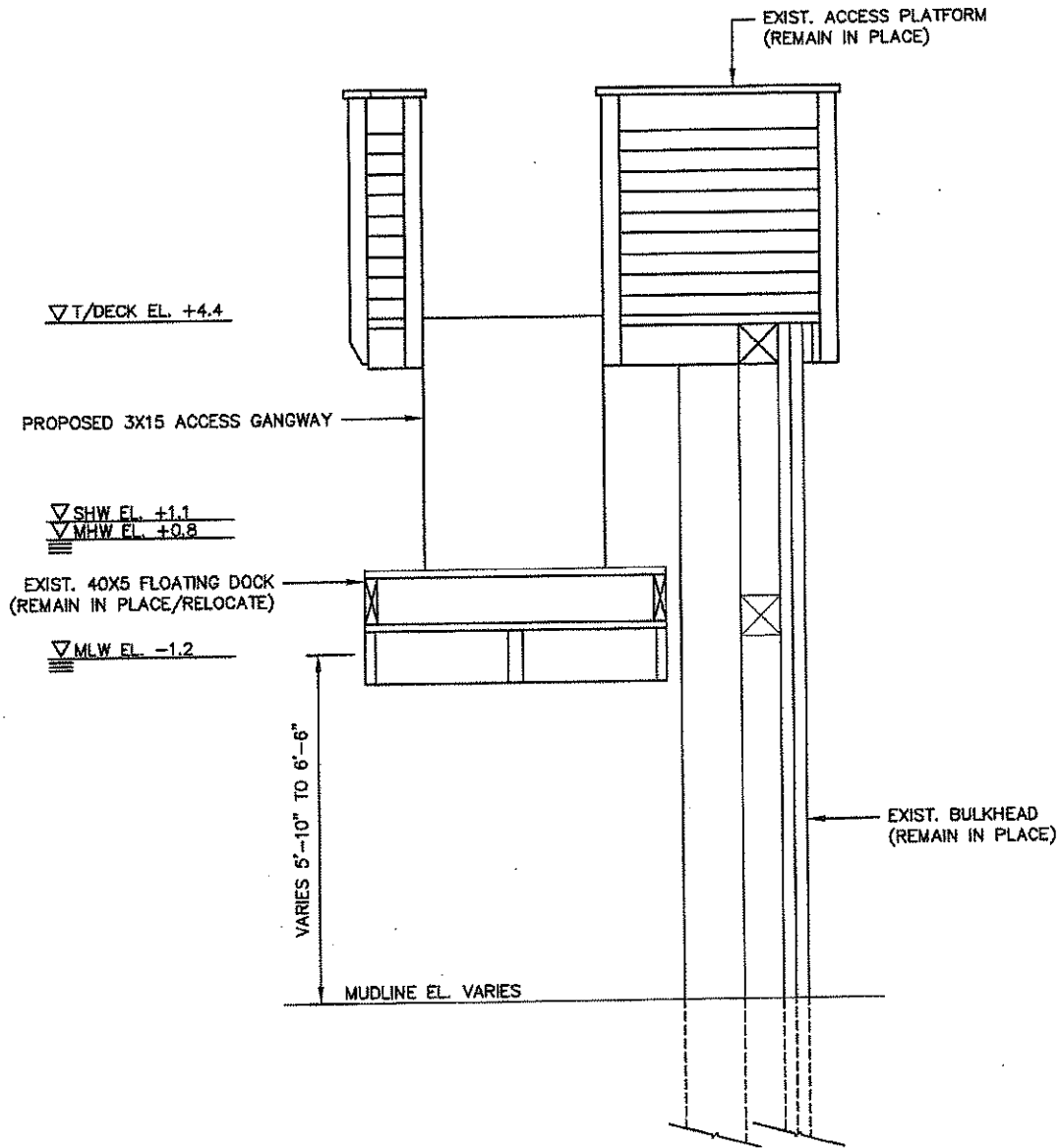
SCALE: 1"=20'-0"

LEGEND:
[X.X] WATER DEPTH AT MEAN LOW WATER

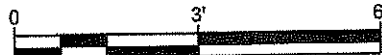


SHEET NO. G-1.6	PROJECT NO. P220901.00	PROJECT WATERFRONT DEVELOPMENT PREPARED FOR MR. BRIAN PRZEDWIECKI LOCATED AT 81 BILTMORE BLVD MASSAPEQUA	SCALE 1"=20'-0"		
	DRAWN BY DAC		DATE 09-20-22		ADDRESS 80 KILLIANS ROAD, #280 MASSAPEQUA, NY 11758
	CHECKED BY AMA		REVISION A		SHEET FACILITY PLAN

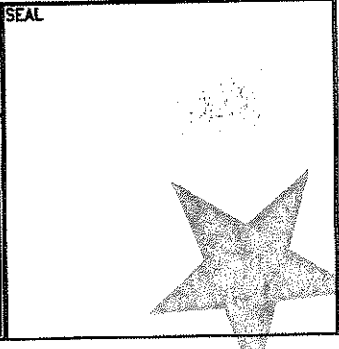




SECTION
 FLOATING DOCK SCALE: 1"=3'-0"



S-1.0	SHEET NO.	PROJECT NO. P220901.00	PROJECT WATERFRONT DEVELOPMENT	SCALE 1"=3'-0"	Rising Tide Waterfront Solutions
	DRAWN BY DAC	PREPARED FOR MR. BRIAN PRZEDWIECKI	LOCATED AT 81 BILTMORE BLVD MASSAPEQUA	DATE 09-20-22	ADDRESS 80 KILLIANS ROAD, #280 MASSAPEQUA, NY 11758
	CHECKED BY AMA			REVISION A	SHEET FLOATING DOCK SECTION



NATIONWIDE GENERAL PERMIT
COMPLIANCE CERTIFICATION
AND REPORT FORM

Permit File Number: NAN-2022-00951-EDE

Permittee: Brian Prxedwiecki

Location: 81 Biltmore Boulevard, Massapequa, Town of Oyster Bay, Nassau County, New York

Date Permit Letter Issued: _____

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

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

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

Signature of Permittee

Date

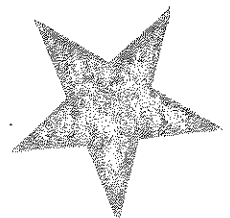
FOLD THIS FORM INTO THIRDS, WITH THE BOTTOM THIRD FACING OUTWARD. TAPE IT TOGETHER AND MAIL TO THE ADDRESS BELOW, EMAIL IT TO BART.DEMARTINO@USACE.ARMY.MIL OR FAX (212) 264-4260.

PLACE
STAMP
HERE

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

CENAN-OP-RE (1145)

REGULATORY BRANCH



STATE OF NEW YORK
DEPARTMENT OF STATE
ONE COMMERCE PLAZA
99 WASHINGTON AVENUE
ALBANY, NY 12231-0001
HTTPS://DOS.NY.GOV

KATHY HOCHUL
GOVERNOR
ROBERT J. RODRIGUEZ
SECRETARY OF STATE

March 20, 2023

Adon Austin
Rising Tide Waterfront Solutions
80 Killians Road, Suite 280
Massapequa, NY 11758

Re: F-2022-0746
U.S. Army Corps of Engineers/New York District
Permit Application – Brian Przedwiecki
Construct a 6'x30' floating dock with 3'x15' access
gangway.
Grand Canal, 81 Biltmore Boulevard, Town of Oyster
Bay, Nassau County
No Review Necessary

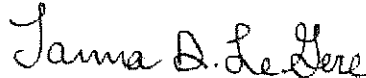
Dear Adon Austin:

The Department of State received your Federal Consistency Assessment Form and supporting information on September 28, 2022. From the information provided, it appears that the proposed action may be authorized by the Army Corps of Engineers under a Nationwide Permit that the Department of State has already concurred with, and as such further review by the Department of State is not required.

Should the Army Corps determine that the proposed project may not be conducted under the Nationwide Permit program or if the project is modified, please contact the Department of State to determine if further review is required.

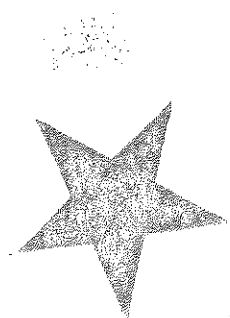
This is without prejudice to and does not obviate the need to obtain all other applicable license, permits, other forms of authorizations or approvals that may be required pursuant to existing New York State statutes.

Sincerely,



Tanna D. LeGere
Supervisor, Consistency Review Unit
Office of Planning, Development and
Community Infrastructure

cc: COE/New York District
DEC Region 1 – App # 1-2824-03462/00001

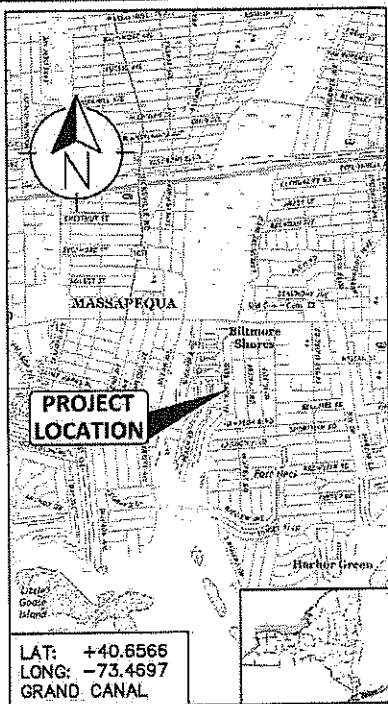


WATERFRONT DEVELOPMENT

81 BILTMORE BLVD

MASSAPEQUA, NY 11758

LOCATION MAP



LAT: +40.6566
LONG: -73.4697
GRAND CANAL

REF: AMITYVILLE QUADMAP - 7.5 MIN. SERIES
SUFFOLK COUNTY NY

PROJECT INFORMATION

LOCATION

PRIVATE RESIDENCE OF MR. BRIAN PRZEDWIECKI, 81 BILTMORE BLVD, IN THE TOWN OF MASSAPEQUA, NASSAU, NEW YORK ALONG GRAND CANAL.

PROJECT NOTIFICATION

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

GENERAL CONTACT INFORMATION

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

DEFINITION(S)

AUTHORITY: MR. BRIAN PRZEDWIECKI
ENGINEER: RIISING TIDE WATERFRONT SOLUTIONS, PLLC

REVISION(S)

0: LOCAL PERMIT APP. 04-19-23

SHEET INDEX

GENERAL ARRANGEMENT PLANS:

- G-1.0 TITLE SHEET & LOCATION MAP
- G-1.1 GENERAL NOTES I
- G-1.2 GENERAL NOTES II
- G-1.3 VICINITY MAP
- G-1.4 SITE PROTECTION PLAN
- G-1.5 EROSION CONTROL NOTES & DETAILS
- G-1.6 FACILITY PLAN
- S-1.0 FLOATING DOCK SECTION
- S-1.1 ACCESS PLATFORM DETAILS

TIDAL CHART ELEVATION(S)			
POSITION	MLW	NAVD88	DESCRIPTION
SHW	+2.4	+1.1	SPRING HIGH WATER
MHHW	+2.2	+1.0	MEAN HIGHER HIGH WATER
MHW	+2.0	+0.8	MEAN HIGH WATER
MSL	+1.0	-0.2	MEAN SEA LEVEL
MLW	±0.0	-1.2	MEAN LOW WATER
MLLW	-0.1	-1.3	MEAN LOWER LOW WATER

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

PROJECT DESCRIPTION

REMOVE AND REPLACE EXISTING ACCESS PLATFORM AND GANGWAY. REMOVE EXISTING 5X40-FT (200 SF) FLOATING DOCK (1 OF 2). RELOCATE EXISTING 5X40-FT (200 SF) FLOATING DOCK (2 OF 2).

G-1.0	SHEET NO.	PROJECT NO. P220901.00	PROJECT WATERFRONT DEVELOPMENT	SCALE N/A	Rising Tide Waterfront Solutions ADDRESS 80 KILLIANS ROAD, #280 MASSAPEQUA, NY 11758
	DRAWN BY DAC	PREPARED FOR MR. BRIAN PRZEDWIECKI LOCATED AT 81 BILTMORE BLVD MASSAPEQUA	DATE 04-19-23	SHEET TITLE SHEET & LOCATION MAP	
	CHECKED BY AMA		REVISION 0		



GENERAL NOTE(S):

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

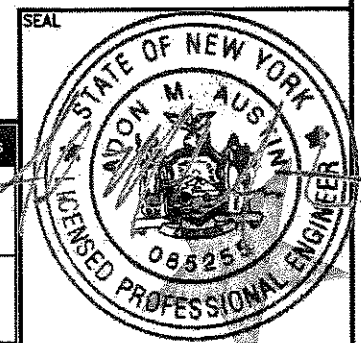
PERMIT(S):

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

GOVERNING DESIGN CODE(S):

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

SHEET NO. G-1.1	PROJECT NO. P220901.00	PROJECT WATERFRONT DEVELOPMENT PREPARED FOR MR. BRIAN PRZEDWIECKI LOCATED AT 81 BILTMORE BLVD MASSEPEQUA.	SCALE N/A	Rising Tide Waterfront Solutions
	DRAWN BY DAC		DATE 04-19-23	ADDRESS 80 KILLIANS ROAD, #280 MASSEPEQUA, NY 11758
	CHECKED BY AMA		REVISION 0	SHEET GENERAL NOTES I



MATERIAL(S):

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

TIMBER ACCESS PLATFORM:

1. TIMBERWORK - PROVIDE SOLID SAWN LUMBER AND TIMBERS OF STRESS-RATED SOUTHERN PINE, DOUGLAS FIR-LARCH, OR RED PINE AS INDICATED AND IDENTIFIED BY THE GRADE MARK OF A RECOGNIZED ASSOCIATION OR INDEPENDENT INSPECTION AGENCY USING THE SPECIFIC GRADING REQUIREMENTS OF AN ASSOCIATION RECOGNIZED AS COVERING THE SPECIES USED. THE ASSOCIATION OR INDEPENDENT INSPECTION AGENCY MUST BE CERTIFIED BY THE BOARD OF REVIEW, AMERICAN LUMBER STANDARDS COMMITTEE TO GRADE THE SPECIES USED. FOR SECONDARY MEMBERS USE LUMBER OR TIMBERS RATED NO. 1 OR BETTER. USE COMMERCIAL GRADE LUMBER FOR DECKING MEMBERS.
 - A. PRESERVATIVE TREATMENT - FOR LUMBER IN CONTACT WITH BRACKISH WATER, SALT WATER, OR SALTWATER SPLASH, PRESERVATIVE TREATMENT SHALL BE WATERBORNE PRESERVATIVE IN ACCORDANCE WITH AWPA P5 - CHROMATED COPPER ARSENATE (CCA). FOR LUMBER NOT IN CONTACT WITH BRACKISH WATER, SALT WATER, OR SALT WATER SPLASH, TREATMENT MUST BE IN ACCORDANCE WITH AWPA U1 COMMODITY SPECIFICATION A: SAWN PRODUCTS WITH WATER-BORNE PRESERVATIVE (AWPA P5) EXCEPT THAT CHROMATED ZINC CHLORIDES, PENTACHLOROPHENOL-AMONIAICAL SYSTEMS, AND ALKYL AMMONIUM COMPOUNDS ARE PROHIBITED.
 - B. FIELD TREATMENT - ALL CUTS, HOLES AND INJURIES SUCH AS HOLES FROM REMOVAL OF SPIKES OR NAILS THAT PENETRATE THE TREATED ZONE MUST BE FIELD TREATED WITH COPPER NAPHTHENATE CONFORMING TO AWPA M4.
2. HARDWARE - HARDWARE CONSISTS OF BOLTS WITH NECESSARY NUTS AND WASHERS, TIMBER CONNECTORS, DRIFT PINS, DOWELS, NAILS, SCREWS, SPIKES, AND OTHER FASTENINGS. BOLTS AND NUTS MUST CONFORM TO ASTM A307. HARDWARE SHALL BE HOT-DIP GALVANIZED IN ACCORDANCE WITH ASTM A123 OR ASTM A153, AS APPLICABLE.

FLOATS AND GANGWAYS:

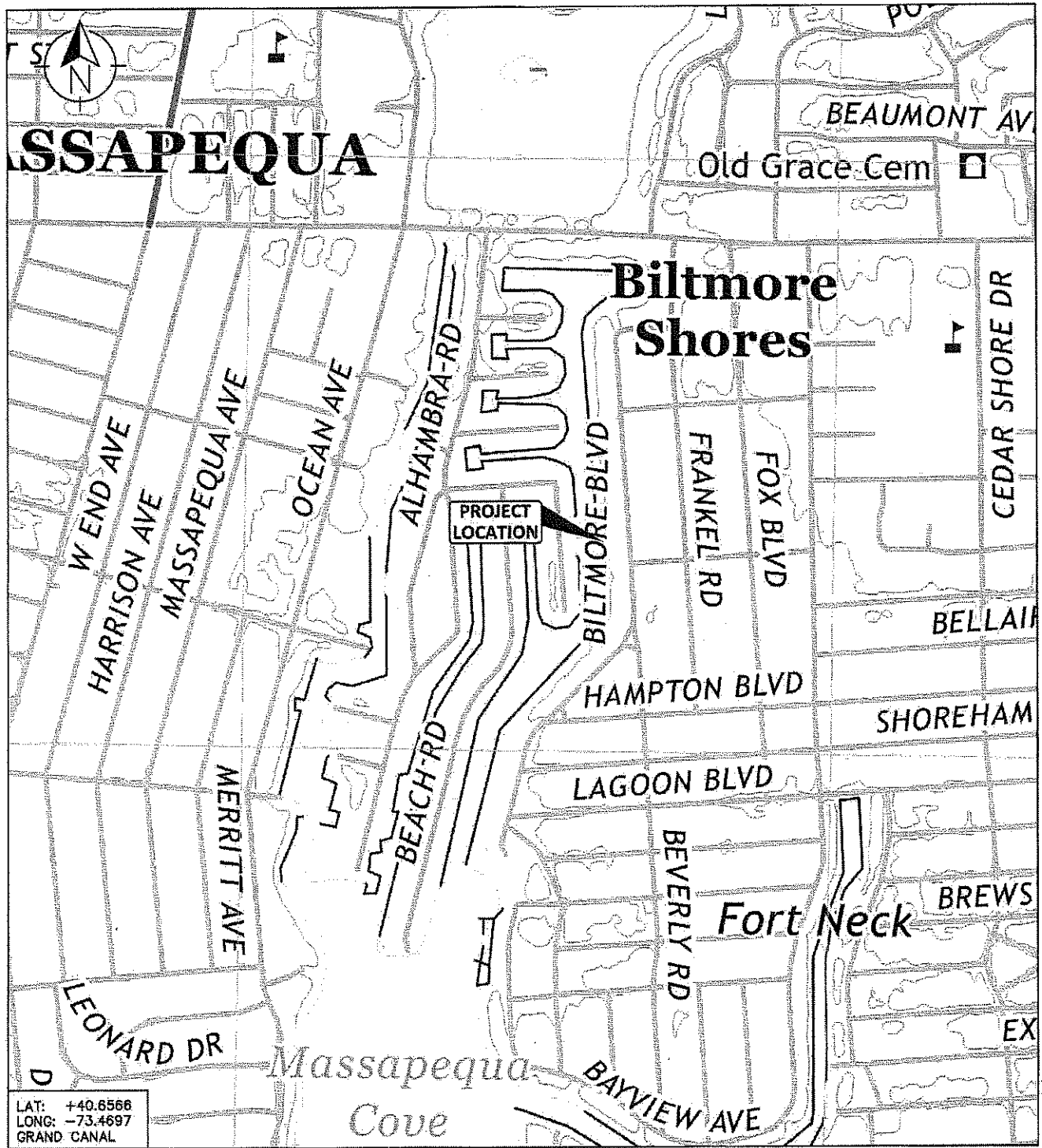
1. PREFABRICATED ALUMINUM GANGWAY - PROVIDE AND INSTALL PREFABRICATED ALUMINUM GANGWAY.
 - A. DESIGN LOAD: 40 PSF LIVE + DEAD.
 - B. SUBMIT SHOP DRAWINGS FOR ENGINEER APPROVAL PRIOR TO FABRICATION DRAWINGS SHALL BE SIGNED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED BY THE STATE OF NEW YORK.
 - C. MATERIALS:
 - STRUCTURAL MEMBERS: 6061-T6 ALUMINUM.
 - DECK AND TOP RAIL: IPE.

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

G-1.2	SHEET NO.	PROJECT NO. P220901.00	PROJECT WATERFRONT DEVELOPMENT	SCALE N/A	Rising Tide Waterfront Solutions
	DRAWN BY DAC	PREPARED FOR MR. BRIAN PRZEDWIECKI LOCATED AT 81 BILTMORE BLVD MASSAPEQUA	DATE 04-19-23	ADDRESS 80 KILLIANS ROAD, #280 MASSAPEQUA, NY 11758	SEAL
	CHECKED BY AMA		REVISION 0	SHEET GENERAL NOTES II	



2023-01-20



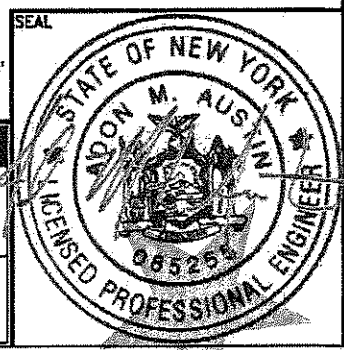
REF: AMITYVILLE QUADMAT - 7.5 MIN. SERIES SUFFOLK COUNTY NY

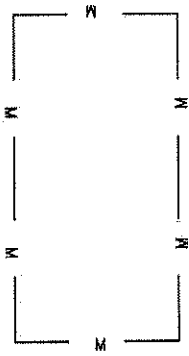
VICINITY MAP

SCALE: 1"=800'-0"

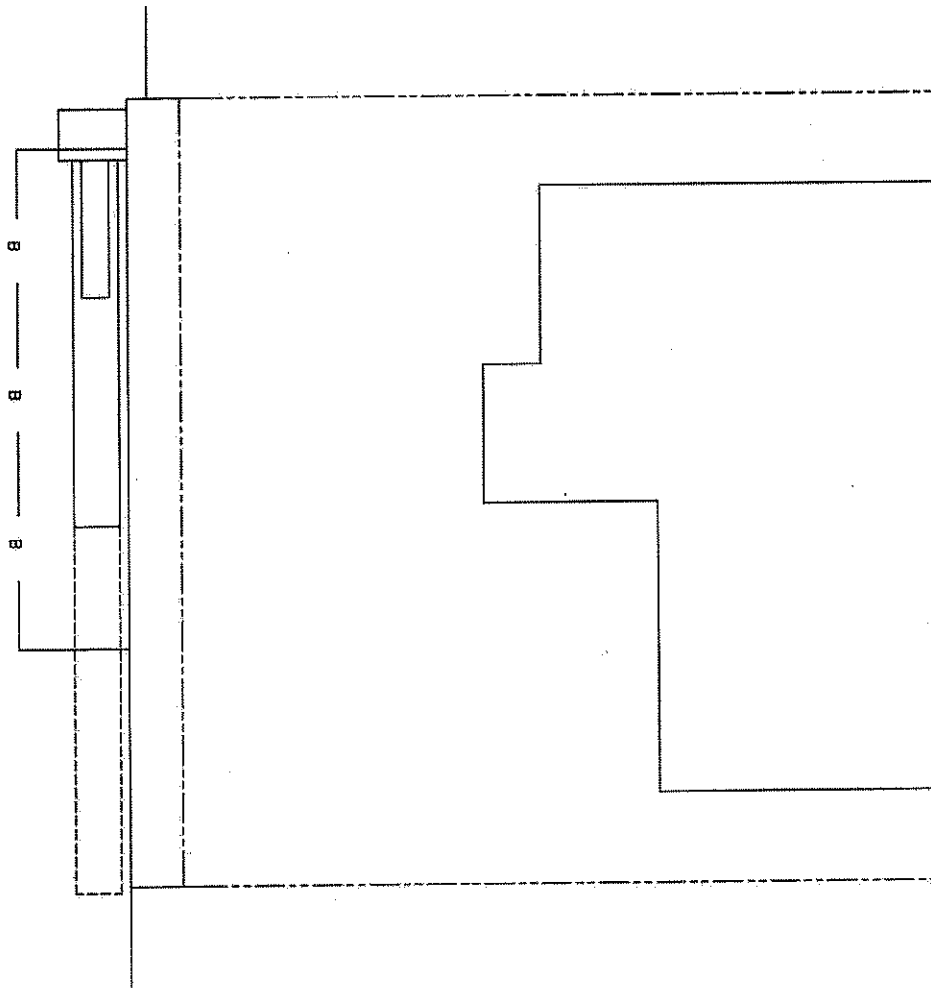


G-1.3	PROJECT NO. P220901.00	PROJECT WATERFRONT DEVELOPMENT PREPARED FOR MR. BRIAN PRZEDWIECKI LOCATED AT 81 BILTMORE BLVD MASSAPEQUA	SCALE 1"=800'-0"	Rising Tide Waterfront Solutions
	DRAWN BY DAC		DATE 04-19-23	ADDRESS 80 KILLIANS ROAD, #280 MASSAPEQUA, NY 11758
	CHECKED BY AMA		REVISION 0	SHEET VICINITY MAP





BARGE TEMPORARY MOORING AREA
(BEACHING OF BARGE IS PROHIBITED)



GRAND CANAL
WID.=95'-0" (±)
EBB FLOOD

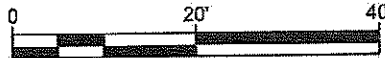
NOTE: DETAIL PROVIDED FOR ILLUSTRATION PURPOSE.
CONTRACTOR RESPONSIBLE FOR PROVIDING
PROTECTION PLAN. DRIVING OF PILES OUTSIDE OF
TURBIDITY CURTAIN WITH DEBRIS BOOM PROHIBITED.

PLAN
SITE PROTECTION

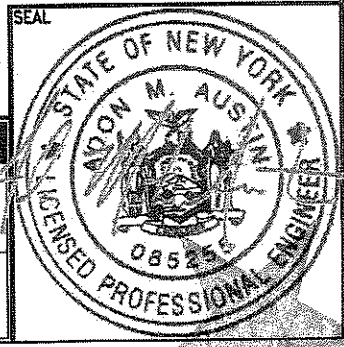
SCALE: 1"=20'-0"

LEGEND:

- B-B- TURBIDITY CURTAIN W/ DEBRIS BOOM
- M-M- BARGE MOORING BOUNDARY



G-1.4	SHEET NO.	PROJECT NO. P220901.00	PROJECT WATERFRONT DEVELOPMENT	SCALE 1"=20'-0"	Rising Tide Waterfront Solutions
	DRAWN BY DAC	PREPARED FOR MR. BRIAN PRZEDWIECKI		DATE 04-19-23	ADDRESS 80 KILLIANS ROAD, #280 MASSAPEQUA, NY 11758
	CHECKED BY AMA	LOCATED AT 81 BILTMORE BLVD MASSAPEQUA		REVISION 0	SHEET SITE PROTECTION PLAN

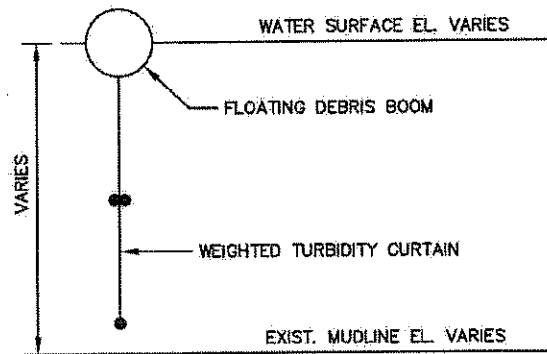


SITE ACCESS AND STAGING AREA(S):

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

TEMPORARY SOIL & EROSION CONTROL NOTES:

- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SOIL EROSION AND SEDIMENT CONTROL MEASURES. CONTRACTOR SHALL SUBMIT SOIL EROSION AND SEDIMENT CONTROL PLAN TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO THE START OF CONSTRUCTION.
- CONTRACTOR SHALL PREVENT CONTAMINATION OF THE WATERWAY BY SILT, SEDIMENT FUELS, SOLVENTS, LUBRICANTS, EPOXY COATINGS, CONCRETE LEACHATE, OR ANY OTHER POLLUTANT ASSOCIATED WITH THE PROPOSED CONSTRUCTION.
- ERODED SOIL SHALL BE PREVENTED FROM ENTERING STORM DRAINS, DITCHES, OR WATERCOURSES (SEE TYPICAL DETAILS). TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL MEASURES DETAILED IN THE PLANS SHALL BE CONSIDERED AS THE MINIMUM REQUIRED.
- ALL SOIL AND EROSION AND SEDIMENT CONTROL MEASURES SHALL BE PLACED PRIOR TO STARTING ANY CONSTRUCTION WORK AND SHALL REMAIN IN PLACE UNTIL SLOPES ARE STABILIZED WITH SEEDING AND/OR OTHER SLOPE PROTECTION.
- MAINTENANCE OF TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL DEVICES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND PAID FOR UNDER THE GENERAL CONDITIONS OF THE CONTRACT.
- FLOATING TURBIDITY CURTAINS SHALL BE USED TO PREVENT TURBID WATER FROM ENTERING CLEAR WATER, ISOLATING ACTIVE CONSTRUCTION AREAS TO MINIMIZE THE MIGRATION OF SUSPENDED SILTS.
 - THICKNESS = 45 MILS (MIN)
 - WEIGHT = 18 OZ / SY (MIN)
 - TENSILE STRENGTH = 300 LBS (MIN)
 - UV INHIBITOR = YES
 - APPARENT OPENING SIZE = 70 US STANDARD SIEVE (OR FINER)
 - COLOR = YELLOW OR INTERNATIONAL ORANGE
- TURBIDITY CURTAINS SHALL BE ANCHORED TO PREVENT DRIFT. DESIGN OF CURTAIN AND ANCHOR SHALL BE IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS. ILLUMINATE CURTAINS ACCORDING TO USCG WHEN INSTALLED IN NAVIGABLE WATERWAYS.
- MAINTAIN A 12 IN. MINIMUM GAP BETWEEN THE SKIRT BOTTOM AND THE MUDLINE. DRAGGING OF CURTAIN IS PROHIBITED.
- TURBIDITY CURTAIN MAY BE INSTALLED ON STAKES DRIVEN INTO THE MUDLINE FOR SHALLOW WATER APPLICATIONS (2 FEET OR LESS).
- MAXIMUM CURTAIN DEPTH = 12 FT.



TYP **DETAIL**
TURBIDITY CURTAIN W/ DEBRIS BOOM N.T.S

SITE SAFETY:

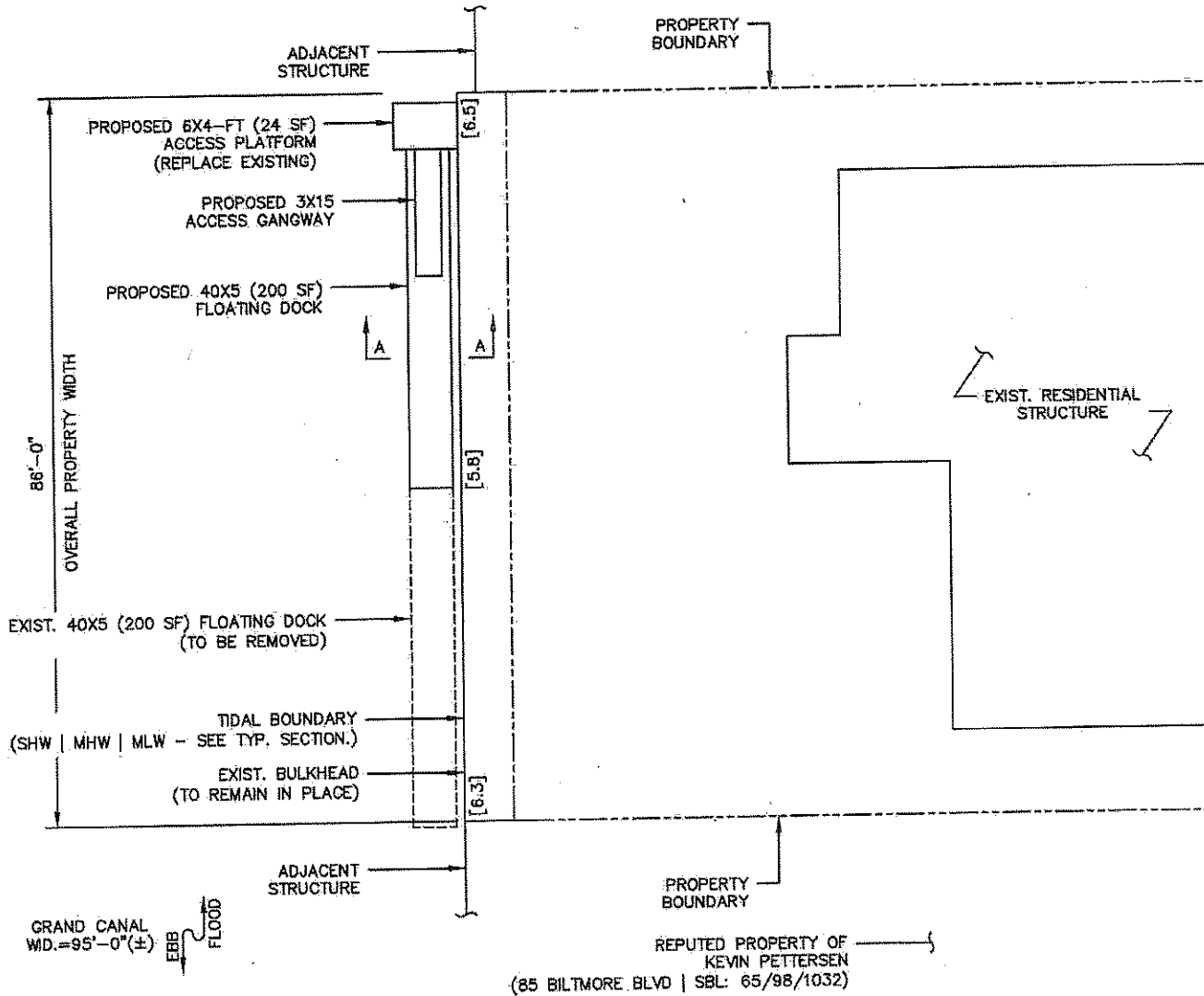
- CONTRACTORS, CONSTRUCTION MANAGERS, AND SUBCONTRACTOR ENGAGED IN THE PROJECT WORK SHALL INSTITUTE AND MAINTAIN SAFETY MEASURES AND PROVIDE ALL EQUIPMENT OR TEMPORARY CONSTRUCTION NECESSARY TO SAFEGUARD ALL PERSONS AND PROPERTY AFFECTED BY SUCH CONTRACTOR'S OPERATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE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

G-1.5	SHEET NO.	PROJECT NO.	PROJECT	SCALE	Rising Tide Waterfront Solutions ADDRESS 80 KILLIANS ROAD, #280 MASSAPEQUA, NY 11758
		P220901.00	WATERFRONT DEVELOPMENT	N/A	
		DRAWN BY DAC	PREPARED FOR MR. BRIAN PRZEDWIECKI	DATE 04-19-23	SHEET EROSION CONTROL NOTES AND DETAILS
	CHECKED BY AMA	LOCATED AT 81 BILTMORE BLVD MASSAPEQUA	REVISION 0		





REPUTED PROPERTY OF HAMEEDA NOORATA
(77 BILTMORE BLVD | SBL: 65/98/1269)



FACILITY PLAN

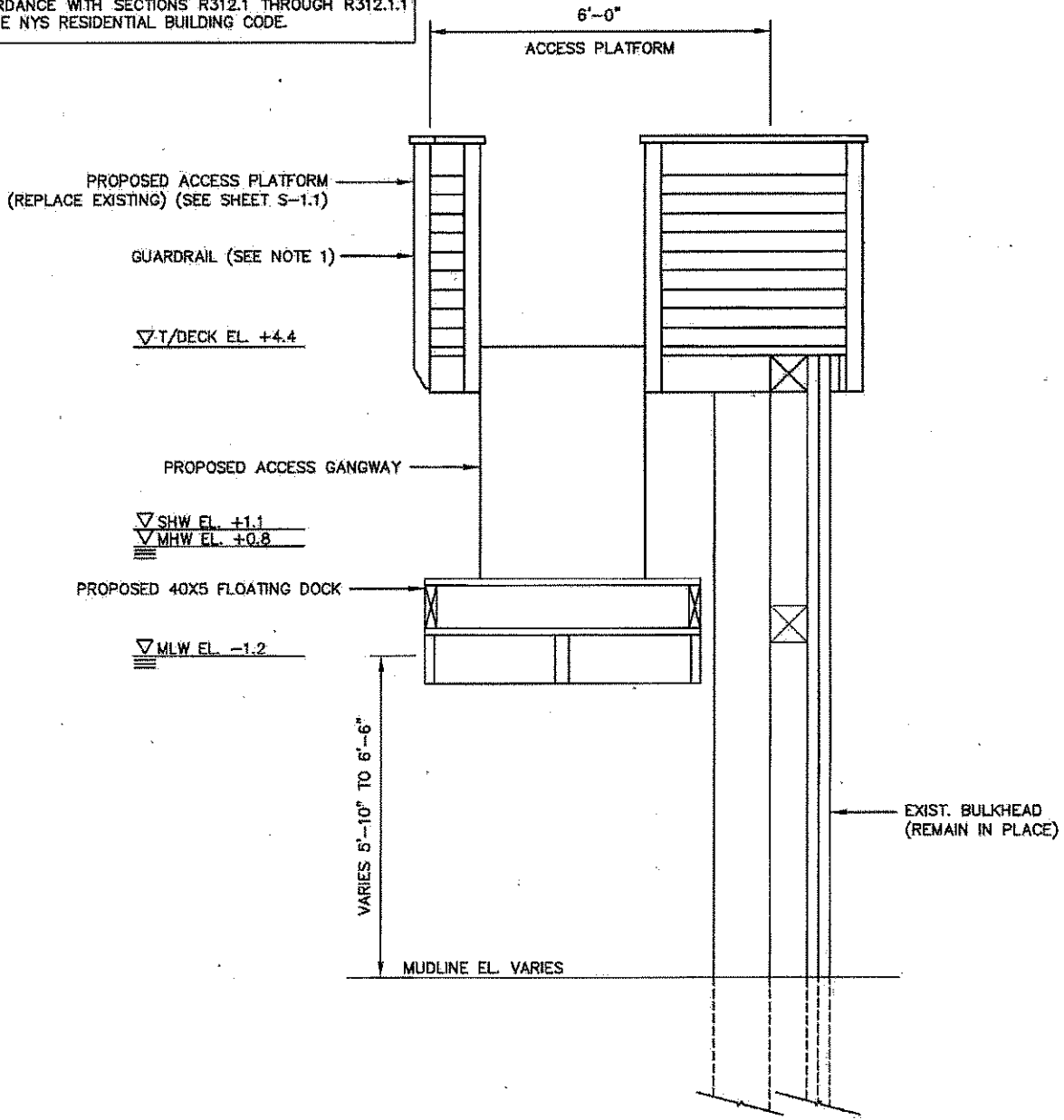
SCALE: 1"=20'-0"

LEGEND:
[X.X] WATER DEPTH AT MEAN LOW WATER

SHEET NO. G-1.6	PROJECT NO. P220901.00	PROJECT WATERFRONT DEVELOPMENT	SCALE 1"=20'-0"	Rising Tide Waterfront Solutions ADDRESS 80 KILLIAMS ROAD, #280 MASSEPEQUA, NY 11758
	DRAWN BY DAC	PREPARED FOR MR. BRIAN PRZEDWIECKI	DATE 04-19-23	
	CHECKED BY AMA	LOCATED AT 81 BILTMORE BLVD MASSEPEQUA	REVISION 0	SHEET FACILITY PLAN



NOTE
 1. **GUARDRAIL:** GUARD SHALL BE PROVIDED IN ACCORDANCE WITH SECTIONS R312.1 THROUGH R312.1.1 OF THE NYS RESIDENTIAL BUILDING CODE.



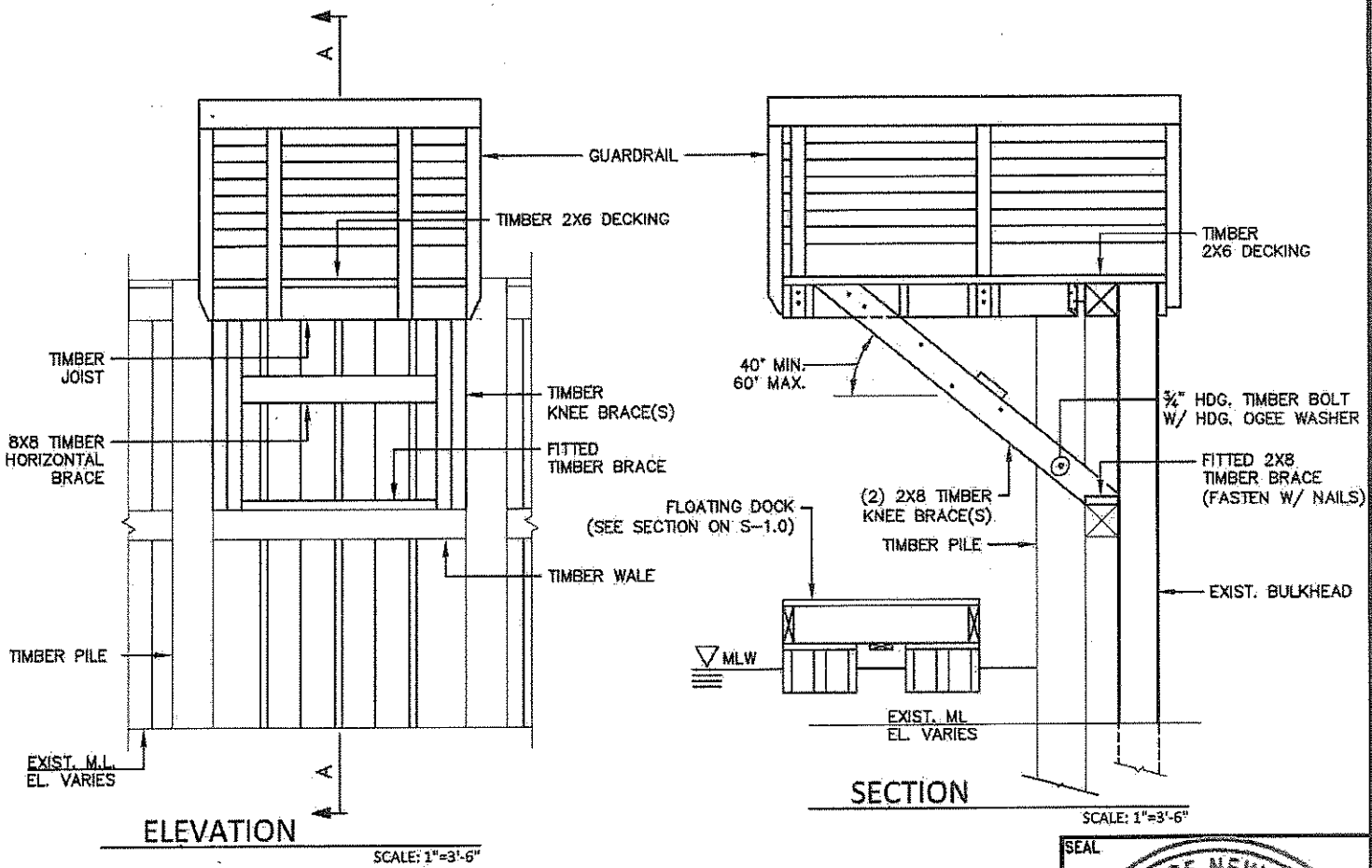
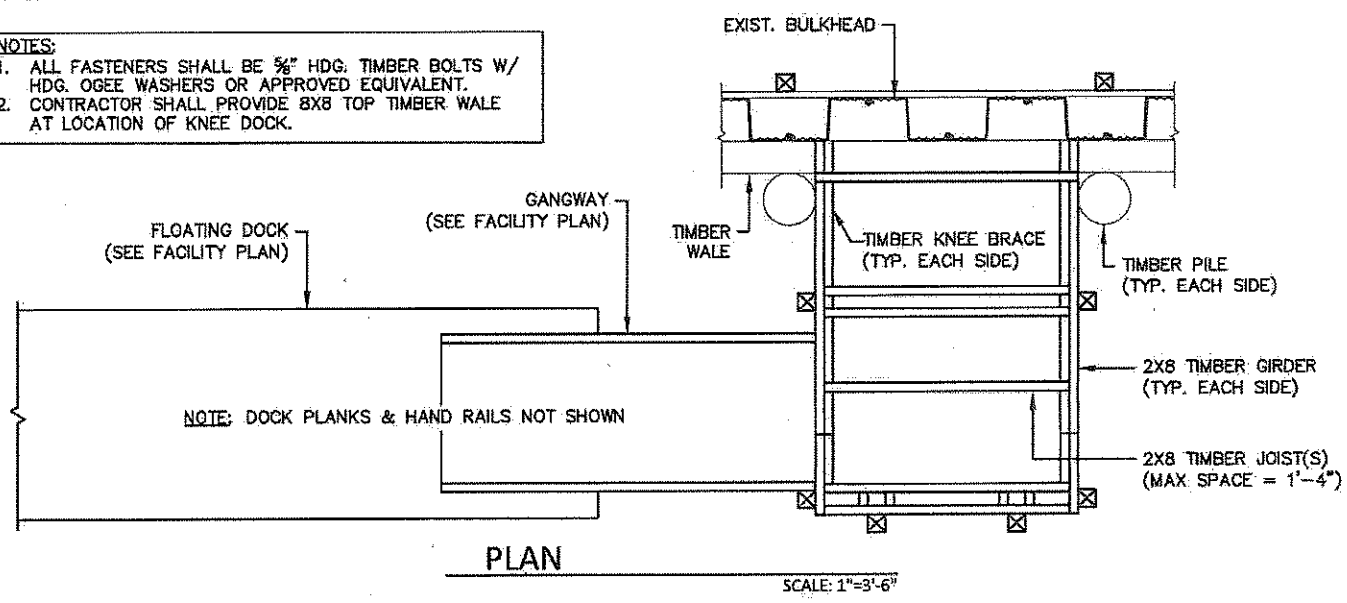
SECTION
FLOATING DOCK SCALE: 1"=3'-0"



S-1.0	PROJECT NO. P220901.00	PROJECT WATERFRONT DEVELOPMENT PREPARED FOR MR. BRIAN PRZEDWIECKI LOCATED AT 81 BILTMORE BLVD MASSAPEQUA.	SCALE 1"=3'-0"	Rising Tide Waterfront Solutions ADDRESS 80 KILLIANS ROAD, #280 MASSAPEQUA, NY 11758
	DRAWN BY DAC		DATE 04-19-23	
	CHECKED BY AMA		REVISION 0	SHEET FLOATING DOCK SECTION



NOTES:
 1. ALL FASTENERS SHALL BE 5/8" HDG. TIMBER BOLTS W/ HDG. OGEE WASHERS OR APPROVED EQUIVALENT.
 2. CONTRACTOR SHALL PROVIDE 8X8 TOP TIMBER WALE AT LOCATION OF KNEE DOCK.



S-1.1	SHEET NO.	PROJECT NO.	PROJECT	SCALE	Rising Tide Waterfront Solutions	
		P220901.00	WATERFRONT DEVELOPMENT	1"=3'-6"	ADDRESS	80 KILLIANS ROAD, #280 MASSAPEQUA, NY 11758
	DRAWN BY	DAC	PREPARED FOR MR. BRIAN PRZEDWIECKI LOCATED AT 81 BILTMORE BLVD MASSAPEQUA	DATE	04-19-23	SHEET
CHECKED BY	AMA		REVISION	0	ACCESS PLATFORM DETAILS	



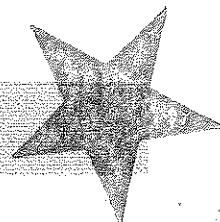
Rising Tide | Waterfront Solutions



PHOTO 1: Overall view of backyard waterfront, looking northwest.
Photo Date: 14 September 2022



PHOTO 2: Overall view of backyard waterfront, looking southwest.
Photo Date: 14 September 2022



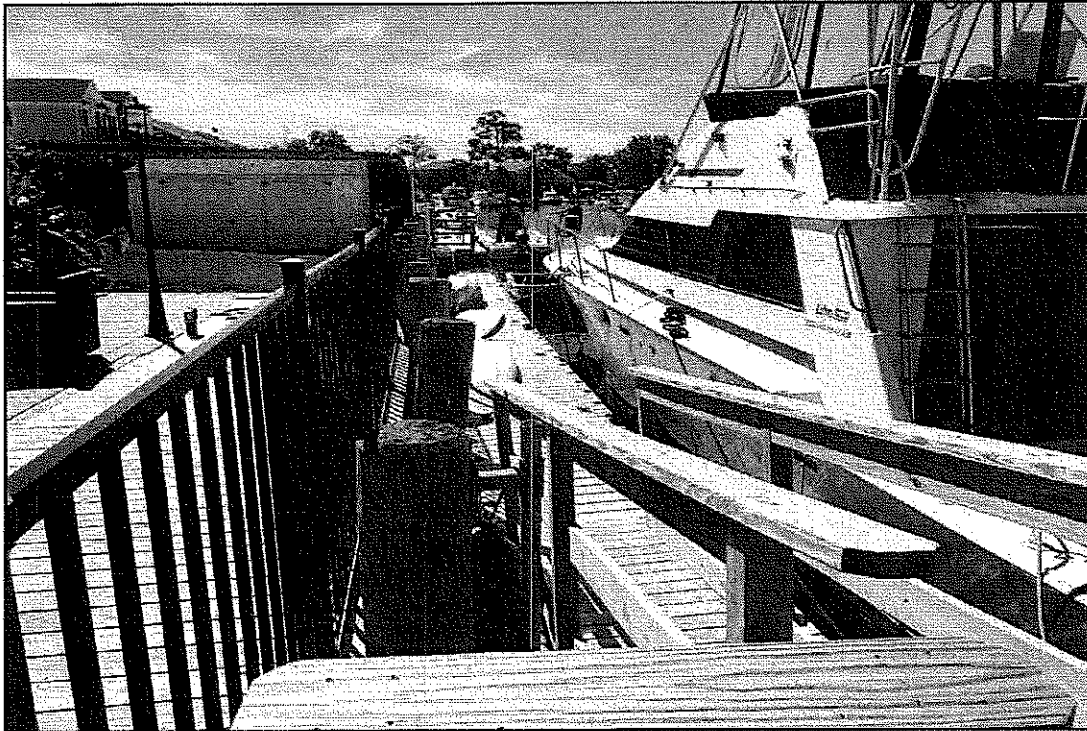


PHOTO 3: Access gangway leading to floating dock from overwater platform, looking south.
Photo Date: 14 September 2022

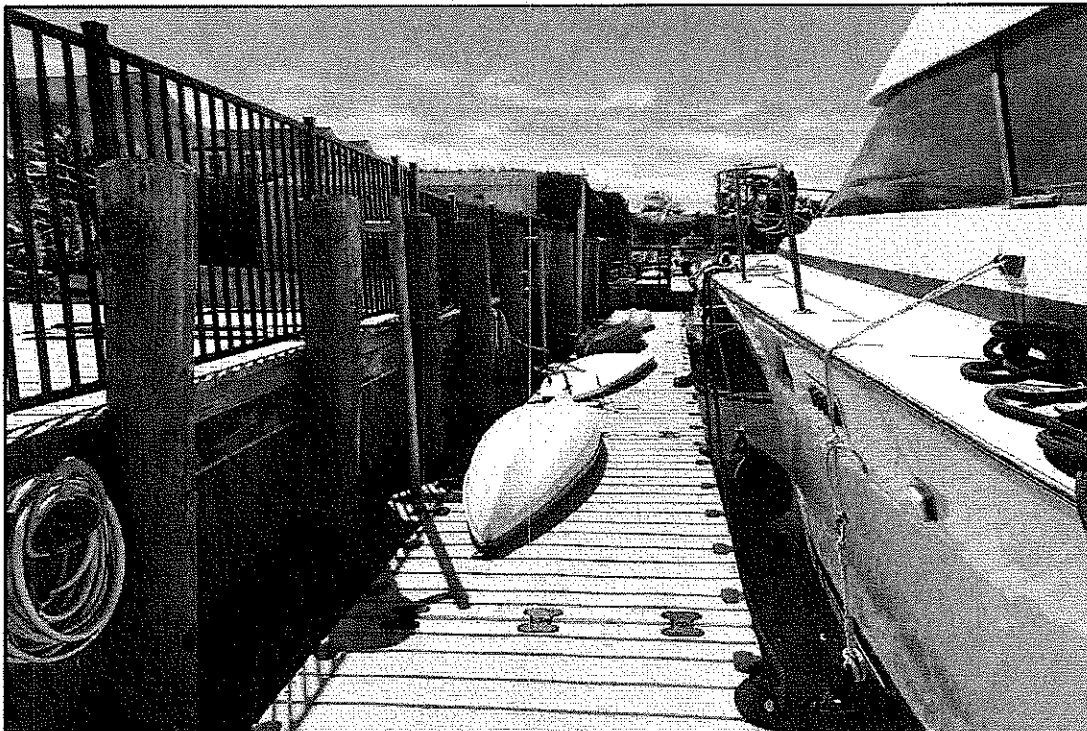
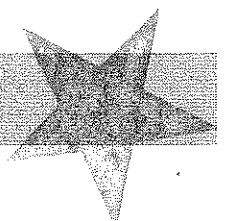


PHOTO 4: Existing timber bulkhead and vinyl floating dock, looking south.
Photo Date: 14 September 2022



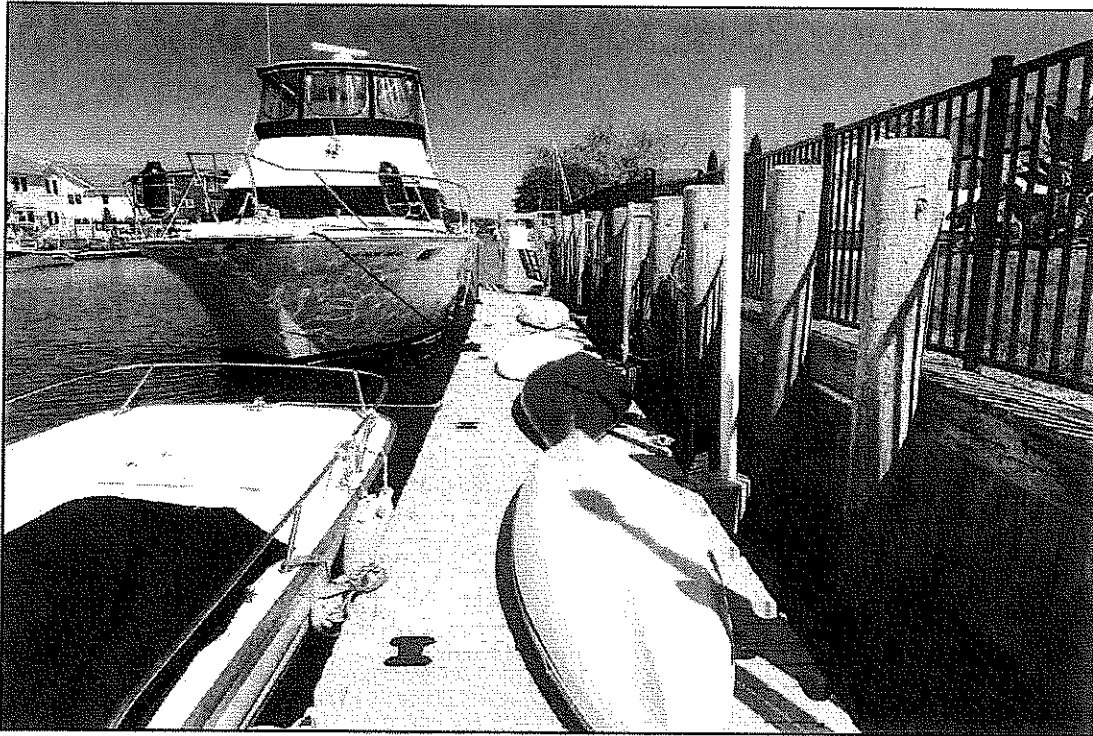


PHOTO 5: Existing timber bulkhead, vinyl floating dock, and timber gangway, looking north.
Photo Date: 14 September 2022

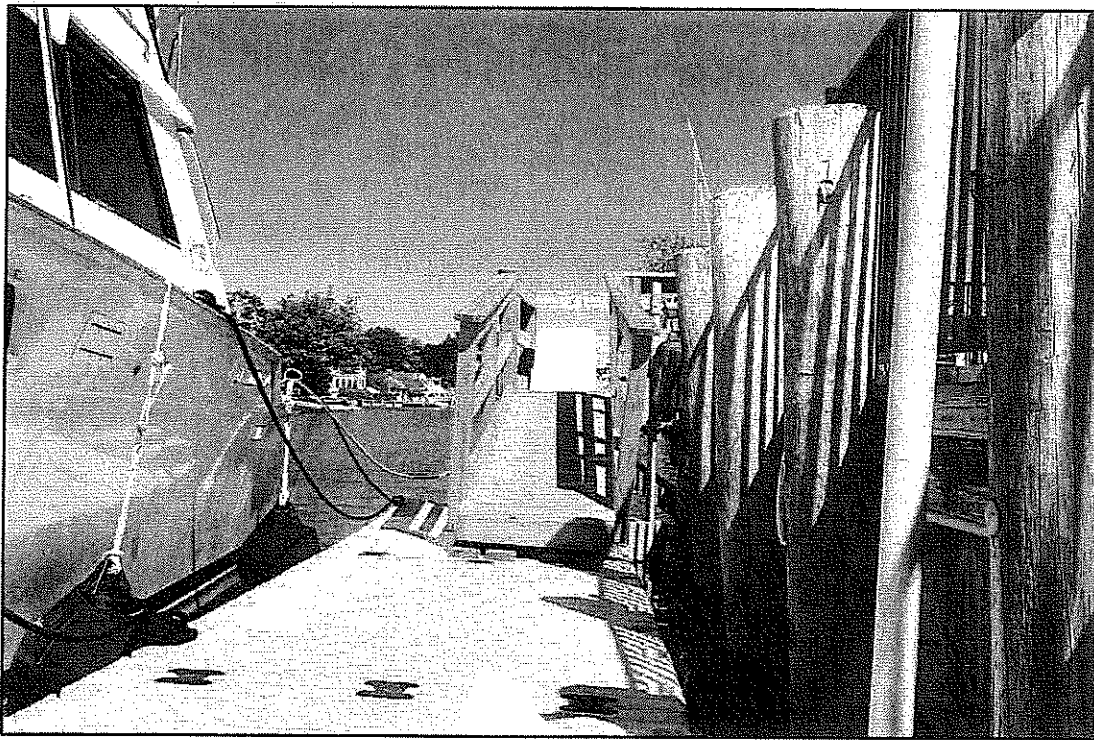
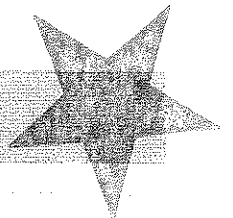


PHOTO 6: Existing timber bulkhead, access gangway, and overwater platform, looking north.
Photo Date: 14 September 2022



Meeting of November 19, 2024

Resolution No. 873-2024

Reviewed By
Office of Town Attorney

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated October 28, 2024, advised that Cameron Engineering & Associates, LLP, Consulting Engineers, by letter dated October 2, 2024, informed the Department that it made a final inspection of the work performed pursuant to Contract No. H23-271, Oyster Bay Downtown Connectivity, certified that the contractor, Macedo Contracting Services, Inc., complied with all of the requirements of the Contract and recommended that the Town accept said Contract as having been completed; and

WHEREAS, Commissioner Lenz, by said memorandum, advised further, that said Consulting Engineers informed the Department, by said letter dated October 2, 2024, of an increase/decrease in quantities, relative to the Construction Phase of Contract No. H23-271, for a total net decrease in the amount of \$71,446.00; and

WHEREAS, Commissioner Lenz, by said memorandum, requested Town Board authorization for the increase/decrease in quantities relative to the Construction Phase of Contract No. H23-271, for a total net decrease in the amount of \$71,446.00;

WHEREAS, final construction costs were in the amount of \$428,010.50; and

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

WHEREAS, work under this Contract was directed to proceed as of July 8, 2024, and to be completed within one hundred twenty (120) calendar days, on November 4, 2024, with a revised completion date of May 17, 2024, with work completed, actually, on September 20, 2024; and

WHEREAS, the Office of the Town Attorney and the Office of the Town Comptroller, by memoranda each dated October 8, 2024, stated that there are no legal obstacles or financial encumbrances of record that would necessitate the withholding of the final acceptance of this project; and

WHEREAS, John Tassone, Chief Deputy Commissioner, Department of Public Works/Highway, by memorandum dated October 7, 2024, concurred with the recommendation of final acceptance of this project,

NOW, THEREFORE, BE IT RESOLVED, That the recommendations hereinabove set forth are accepted and the Town Board hereby authorizes an increase/decrease in quantities, relative to the Construction Phase of Contract No. H23-271, for a net decrease, in the amount of \$151,432.45; and be it further

RESOLVED, That Contract No. H23-271, is hereby accepted as being complete, at a final construction cost of \$428,010.50, and final payment is to be made in accordance with the applicable terms and conditions of the Contract, after the customary review of the engineer's certificate, and upon the submission of a duly certified claim, after audit.

-#-

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

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

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

October 28, 2024

TO: MEMORANDUM DOCKET

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

SUBJECT: QUANTITY INCREASE/DECREASE, ACCEPTANCE AND FINAL PAYMENT
OYSTER BAY DOWNTOWN CONNECTIVITY
MACEDO CONTRACTING SERVICES, INC.
CONTRACT NO.: H23-271

Attached is the final acceptance letter, with backup, from Cameron Engineering an IMEG Company, dated October 2, 2024 concerning final quantities used in the performance of the work resulting in a net decrease in the amount of \$71,446.00. Said final quantities are detailed in the attached final payment request.


Attached herewith is also:

1. A letter dated October 2, 2024 from Cameron Engineering an IMEG company, recommending final acceptance by the Town of Oyster Bay;
2. The consultant's final engineer's certificate for Macedo Contracting Services, Inc., dated October 1, 2024;
3. A statement from the Town Attorney's Office indicating there are no legal hindrances;
4. A statement from the Town Comptroller indicating there are no financial hindrances which would delay the acceptance of this contract;
5. A statement from the Highway Department concurring with final acceptance.

Work under this contract was directed to proceed as of July 8, 2024 to be completed within 120 calendar days on November 4, 2024. Actual work was completed on September 20, 2024.

Final construction costs amount to \$428,010.50

We hereby concur with Cameron Engineering, an IMEG company, that Quantity Increase/Decrease be approved and that this project be accepted as being completed and that all final payments be made to the contractor after the customary review of the engineer's certificate and claim by the Comptroller.

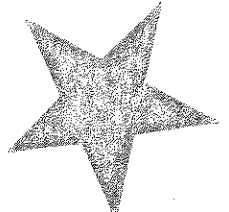

RICHARD W. LENZ, P.E.
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS


RWL/MR/TLS/lk

Attachments

cc: Steven C. Ballas, Town Comptroller
John C. Tassone, Deputy Chief Commissioner/Highway
Colin Bell, Deputy Commissioner/Environmental Resources

H23-271 Increase/Decrease Final Acceptance Final Payment Macedo





CAMERON ENGINEERING

an  IMEG company

October 2, 2024

Mr. Matthew Russo, PE
Deputy Commissioner
Town of Oyster Bay Department of Public Works
Division of Engineering
150 Miller Place,
Syosset, New York 11791

RE: Town of Oyster Bay
Downtown Connectivity Improvements
Notice of Substantial Completion
CEA Job No.: CE3323-001

Mr. Russo,

IMEG, formerly Cameron Engineering, has reviewed the completed punch-list items associated with the construction of the subject project. These outstanding items have been addressed by the contractor to the satisfaction of the Town and our office.

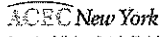

As of the date of this letter, the project has achieved completion in that all components of the project have been installed and punch list items addressed. As of completion, the final construction cost of \$428,010.50 for this project is less than the contract amount of \$499,456.50.

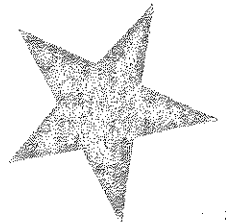
Should you have any further questions or require additional information, please do not hesitate to contact us at (516) 224-5285.

Sincerely,



Steven Feihel, PE
Associate, Senior Civil Engineer

Active Member of  ACEC New York 



APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO OWNER:

Town of Oyster Bay
Improvements Oyster Bay, NY
Contract NO H23-271, Bid
NO. PW028-24

PROJECT:

74 Audrey Avenue
Oyster Bay, NY 11771

APPLICATION NO: AIA 01

Distribution to:

OWNER

ARCHITECT
 CONTRACTOR

PERIOD TO: 09/20/24

VIA ARCHITECT:

Macedo Contracting Services Inc
PO Box 64
Ronkonkoma, NY 11779

IMEG
177 Crossways Park DR
Woodbury, NY 11797

PROJECT NOS: Contract No H23-271, Bid No PW028-24
CONTRACT DATE: 4/9/2024

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	\$499,456.50
2. Net change by Change Orders	\$	\$0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	\$428,010.50
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	\$428,010.50
5. RETAINAGE:		
a. 0 % of Completed Work (Column D + E on G703)	\$	\$0.00
b. % of Stored Material (Column F on G703)	\$	0
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	\$0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	\$428,010.50
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	\$0.00
8. CURRENT PAYMENT DUE	\$	\$428,010.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By:

[Signature]
SANDRA PIMENTEL
County of Suffolk, State of New York
Notary Public, Commission No. 01P16129920
My Commission expires 11/17/25

Date: 9/20/24
Qualified in Suffolk County 2/1/15
Commission Expires July 5, 2021

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

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

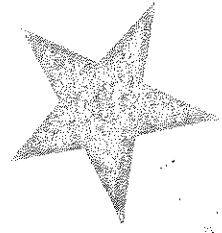
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

By: *[Signature]* Date: 10/1/2024

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

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-6292

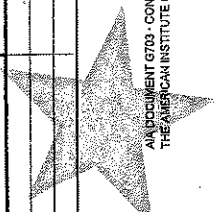
AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - ©1982



CONTINUATION SHEET

AIA DOCUMENT G703

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (U+P)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE 0%
203	UNCLASSIFIED EXCAVATION	\$ 6,600.00	\$0.00	\$6,480.00		\$6,480.00	\$ 120.00	\$ -
206	TEST PITS	\$ 300.00	\$0.00	\$0.00		\$0.00	\$ 300.00	\$ -
304.00010018	FINE GRADE	\$ 3,334.50	\$0.00	\$3,317.00		\$3,317.00	\$ 17.50	\$ -
304	SUBBASE COURSE TYPE 1	\$ 3,720.00	\$0.00	\$3,600.00		\$3,600.00	\$ 120.00	\$ -
403	2" TYPE 3 BINDER COURSE ASPHALT	\$ 4,750.00	\$0.00	\$5,980.00		\$5,980.00	\$ (1,230.00)	\$ -
403	1.5" TYPE 6R TOP COURSE ASPHALT	\$ 3,625.00	\$0.00	\$3,632.50		\$3,632.50	\$ (7.50)	\$ -
407	DILUTED TACK COAT	\$ 252.00	\$0.00	\$203.00		\$203.00	\$ 49.00	\$ -
419	ASPHALT PAVEMENT JOINT ADHESIVE	\$ 6,765.00	\$0.00	\$6,755.00		\$6,755.00	\$ 10.00	\$ -
520.05000010	SAW CUT PAVEMENT	\$ 17,080.00	\$0.00	\$16,110.00		\$16,110.00	\$ 970.00	\$ -
604	REBUILD CB TOP SLAB	\$ 16,000.00	\$0.00	\$16,000.00		\$16,000.00	\$ -	\$ -
608	CONCRETE SIDEWALKS AND DRIVEWAYS	\$ 3,500.00	\$0.00	\$3,104.50		\$3,104.50	\$ 395.50	\$ -
608.010200005	COLOR ED/STAMPED CONCRETE	\$ 118,000.00	\$0.00	\$111,000.00		\$111,000.00	\$ 7,000.00	\$ -
608.01050109	HC RAMP TYPE 1	\$ 25,000.00	\$0.00	\$22,500.00		\$22,500.00	\$ 2,500.00	\$ -
608.01050209	HC RAMP TYPE 2	\$ 7,000.00	\$0.00	\$7,000.00		\$7,000.00	\$ -	\$ -
608.01050809	HC RAMP TYPE 8	\$ 6,000.00	\$0.00	\$6,000.00		\$6,000.00	\$ -	\$ -
608.01051009	HC RAMP TYPE 10	\$ 15,000.00	\$0.00	\$15,000.00		\$15,000.00	\$ -	\$ -
609	FLUSH CONCRETE CURB	\$ 40,590.00	\$0.00	\$40,530.00		\$40,530.00	\$ 60.00	\$ -
614	TREE REMOVAL 24" 36" DIA.	\$ 9,000.00	\$0.00	\$9,000.00		\$9,000.00	\$ -	\$ -
619	MPI	\$ 75,000.00	\$0.00	\$75,000.00		\$75,000.00	\$ -	\$ -
621	CLEAN DRAINAGE STRUCTURES	\$ 4,000.00	\$0.00	\$4,000.00		\$4,000.00	\$ -	\$ -
624	CONCRETE GUTTER	\$ 4,200.00	\$0.00	\$3,885.00		\$3,885.00	\$ 315.00	\$ -
640.25000010	BLUE STRIPING FOR HC PARKING	\$ 729.00	\$0.00	\$283.50		\$283.50	\$ 445.50	\$ -
645.52010110	GROUND MOUNTED SIGN PANELS - NO Z BARS	\$ 800.00	\$0.00	\$800.00		\$800.00	\$ -	\$ -
646	TYPE A SIGN POST	\$ 600.00	\$0.00	\$600.00		\$600.00	\$ -	\$ -
648	REMOVE/DISPOSE SIGN PANELS	\$ 300.00	\$0.00	\$300.00		\$300.00	\$ -	\$ -
648	REMOVE/DISPOSE SIGNS & POSTS	\$ 3.00	\$0.00	\$3.00		\$3.00	\$ -	\$ -
655	MANHOLE FRAME AND COVER	\$ 2,000.00	\$0.00	\$2,000.00		\$2,000.00	\$ -	\$ -
656	MISC METALS	\$ 3,455.00	\$0.00	\$3,296.00		\$3,296.00	\$ 160.00	\$ -
662.60030008	ALTER GAS VALVE BOXES	\$ 600.00	\$0.00	\$0.00		\$0.00	\$ 600.00	\$ -
663.51000004	FI NEW WATER VALVE BOX	\$ 2,100.00	\$0.00	\$2,100.00		\$2,100.00	\$ -	\$ -
685	YELLOW EPOXY PAINT	\$ 4,560.00	\$0.00	\$11,400.00		\$11,400.00	\$ (6,840.00)	\$ -
687	WHITE THERMO-MARKINGS STRIPING	\$ 3,592.00	\$0.00	\$8,831.00		\$8,831.00	\$ (5,239.00)	\$ -
687	WHITE THERMO-MARKINGS LETTERS	\$ 6,000.00	\$0.00	\$5,700.00		\$5,700.00	\$ 300.00	\$ -
699	MOBILIZATION	\$ 30,000.00	\$0.00	\$30,000.00		\$30,000.00	\$ -	\$ -
ALLOWANCE	ALLOWANCE*	\$ 75,000.00	\$0.00	\$3,600.00		\$3,600.00	\$ 71,400.00	\$ -
	TOTAL	\$ 499,456.50	\$0.00	\$428,010.50		\$428,010.50	\$ 71,446.00	\$ 86.00%



MR

TOWN OF OYSTER BAY
Inter-Departmental Memo

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

FROM: PAUL S. EHRLICH
DEPUTY TOWN ATTORNEY

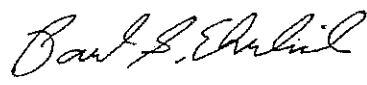
DATE: OCTOBER 8, 2024

SUBJECT: FINAL ACCEPTANCE
DOWNTOWN CONNECTIVITY IMPROVEMENTS
CONTRACT NO. H23-271

In reply to your memorandum of October 7, 2024, please be advised that the records of this office disclose no pending litigation or other obstacles which would prevent the final acceptance of the above-referenced Contract.

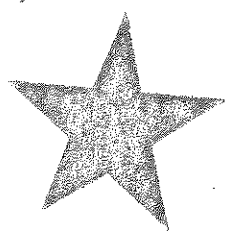
By copy of this memorandum, the contractor, Macedo Contracting Service's, Maintenance Bond No. HICNE-25-A196-0107MB is being forwarded to the Town Clerk. We have reviewed the Maintenance Bond and have approved same as to form.

FRANK M. SCALERA, ESQ.
TOWN ATTORNEY



By: _____
Paul S. Ehrlich
Deputy Town Attorney

Cc: Comptroller
Town Clerk (with Bond)



MR

TOWN OF OYSTER BAY
Inter-Departmental Memo

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

FROM: PAUL S. EHRLICH
DEPUTY TOWN ATTORNEY

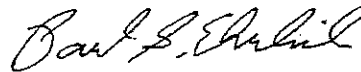
DATE: OCTOBER 8, 2024

SUBJECT: FINAL ACCEPTANCE
DOWNTOWN CONNECTIVITY IMPROVEMENTS
CONTRACT NO. H23-271

In reply to your memorandum of October 7, 2024, please be advised that the records of this office disclose no pending litigation or other obstacles which would prevent the final acceptance of the above-referenced Contract.

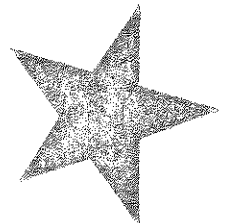
By copy of this memorandum, the contractor, Macedo Contracting Service's, Maintenance Bond No. HICNE-25-A196-0107MB is being forwarded to the Town Clerk. We have reviewed the Maintenance Bond and have approved same as to form.

FRANK M. SCALERA, ESQ.
TOWN ATTORNEY



By: _____
Paul S. Ehrlich
Deputy Town Attorney

Cc: Comptroller
Town Clerk (with Bond)



MR

TOWN OF OYSTER BAY
Inter-Departmental Memo

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

FROM: STEVEN C. BALLAS, COMPTROLLER

DATE: OCTOBER 8, 2024

SUBJECT: FINAL ACCEPTANCE – DOWNTOWN CONNECTIVITY
IMPROVEMENTS
MACEDO CONTRACTING SERVICES, INC.
CONTRACT NO. H23-271

In response to your memo dated October 7, 2024, copy enclosed, please be advised that there are no financial hindrances that would delay the acceptance of this contract.

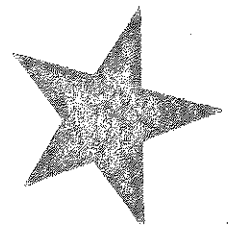


STEVEN C. BALLAS
COMPTROLLER

Enclosure

SCB/dim:bk

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



MR

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO


OCTOBER 7, 2024

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

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

SUBJECT: FINAL ACCEPTANCE
DOWNTOWN CONNECTIVITY IMPROVEMENTS/OYSTER BAY
CONTRACT NO. H23-271

This office is in receipt of your memo dated September 26, 2024 with regard to final acceptance of the above-mentioned project. The Highway Division did not attend the walk-thru with your staff but has walked the project for final inspection. This office concurs with your recommendation to accept this project as final.

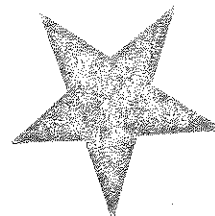


JOHN C. TASSONE
CHIEF DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS/HIGHWAY

JCT/nm

Cc: Richard W. Lenz, P. E., Commissioner of Public Works
Salvator Dileo, Jr., Bureau Chief, Trees & Sidewalks

JCT H23-271 downtown crosswalks Final concurrence to Eng



Meeting of November 19, 2024

Resolution No. 874-2024

WHEREAS, by Resolution No. 884-2023, adopted on December 12, 2023, the Department of Community and Youth Services was authorized to renew its performance licensing agreement with the American Society of Composers, Authors and Publishers ("ASCAP"), at a cost not to exceed \$4,000.00, for the period commencing January 1, 2024 through December 31, 2024; and

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated October 31, 2024, advised the Town Board that all music performed through the Town's programs must be licensed through ASCAP, and requested Town Board approval to pay the 2025 licensing fee to ASCAP for the period commencing January 1, 2025 through December 31, 2025, in the amount determined by ASCAP and invoiced to the Town, but not to exceed \$4,400.00; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further advised that the funds for the ASCAP renewal fee are available in Account No. CYS A 7020 47660 000 0000, *Special Events*; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further advised that ASCAP is exempt from vetting through the Town's Exiger process, with the express and explicit understanding that the exemption ties directly to their licensing of their performers' work product, and the contracts that bind the company, to the respective performers, authors and composers,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Town Board hereby authorizes the payment of the 2025 licensing fee to ASCAP, for the period commencing January 1, 2025 through December 31, 2025, in the amount determined by ASCAP and invoiced to the Town, but not to exceed \$4,400.00; and be it further

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

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

#

Reviewed By
Office of Town Attorney

Richard P. O'Neil

The foregoing 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	Ayc
Councilman Iland	Ayc
Councilman Labriola	Ayc
Councilwoman Maier	Ayc
Councilwoman Walsh	Ayc

TOWN OF OYSTER BAY
Inter-Departmental Memorandum

October 31, 2024

TO: Memorandum Docket
FROM: Maureen A. Fitzgerald, Commissioner
Department of Community and Youth Services
SUBJECT: Renewal of Performance License with ASCAP

The Department of Community & Youth Services requests authorization to renew a performance license with the American Society of Composers, Authors and Publishers (ASCAP). Town Board Resolution No. 884-2023, dated December 12, 2023 authorized the performance license for 2024.

All music performed through the Town's various programs must be licensed through ASCAP. This license is one of three that the Department renews each year which covers all Town sponsored performances and events.

The performance licensing fee will be based on the Town's current population and the invoice will be sent out at the end of December. The agreement will be ratified and continued from January 1, 2025 through December 31, 2025.

ASCAP is exempt from the Exiger process, with the express and explicit understanding that the exemption ties directly to their licensing of performers work product and the contracts that bind the company to the respective performers, authors and composers.

The cost of renewing the performance license shall not exceed \$4,400.00 but will be paid based on the actual invoice amount. Funds for the renewal fee will be available in Account CYS A 7020 47660 000 0000, *Special Events*.



Maureen A. Fitzgerald
Commissioner

MAF:iw
Attachment

WHEREAS, by Resolution No. 756-2022, adopted on October 25, 2022, the Department of Community and Youth Services was authorized to renew its performance licensing agreement with the American Society of Composers, Authors and Publishers ("ASCAP"), at a cost not to exceed \$3,500.00, for the period from January 1, 2023 through December 31, 2023; and

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated November 17, 2023, advised the Town Board that all music performed through the Town's programs must be licensed through ASCAP, and requested Town Board approval to pay the 2024 licensing fee to ASCAP for the period commencing January 1, 2024 through December 31, 2024, in the amount determined by ASCAP and invoiced to the Town, but not to exceed \$4,000.00; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further advised that funds for the ASCAP renewal fee are available in Account No. CYS A 7020 47660 000 0000, *Special Events*; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further advised that ASCAP is exempt from vetting through the Town's Exiger process, with the express and explicit understanding that the exemption ties directly to their licensing of their performers' work product, and the contracts that bind the company to the respective performers, authors and composers,

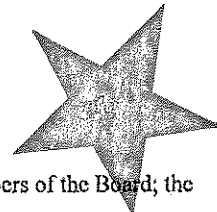
NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Town Board hereby authorizes the payment of the 2024 licensing fee to ASCAP, for the period commencing January 1, 2024 through December 31, 2024, in the amount determined by ASCAP and invoiced to the Town, but not to exceed \$4,000.00; and be it further

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

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

#

Reviewed By
Office of Town Attorney
Paul P. O'Leary



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

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

WHEREAS, by Resolution No. 885-2023, adopted on December 12, 2023, the Town of Oyster Bay renewed its licensing agreement with the Society of European Stage Authors and Composers, Incorporated ("SESAC"), from January 1, 2024 through December 31, 2024, in order to fulfill the requirement that all of the Town's music programs be licensed, at a cost not to exceed \$5,000.00; and

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated October 31, 2024, requested authorization to renew the licensing agreement between the Town of Oyster Bay and SESAC from January 1, 2025 through December 31, 2025, at a cost not to exceed \$5,400.00, with funds available in Account No. CYS A 7020 47660 000 0000, *Special Events*; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, advised that SESAC is a music performance licensing company, and all music performed through the Town's programs must be licensed, and further advised that the performance licensing fee will be based on the Town's current population, but shall not exceed \$5,400.00; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further advised that SESAC is exempt from the Exiger process, with the express and explicit understanding that the exception ties directly to SESAC's licensing of performers' work product and the contracts that bind said company to the respective performers, authors and composers,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth, is approved, and that the Department of Community and Youth Services is authorized to renew the Town's licensing agreement with the Society of European Stage Authors and Composers, Incorporated (SESAC), in order to fulfill the requirement that all of the Town's music programs be licensed, at a cost not to exceed \$5,400.00, from January 1, 2025 through December 31, 2025; and be it further

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

RESOLVED, That the Town Comptroller is hereby authorized and directed to make payment for same, upon 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	Ayc
Councilman Imbroto	Ayc
Councilman Hand	Ayc
Councilman Labriola	Ayc
Councilwoman Maier	Ayc
Councilwoman Walsh	Ayc

Reviewed By
Office of Town Attorney
Ralph A. Deady

TOWN OF OYSTER BAY
Inter-Departmental Memorandum

October 31, 2024

TO: Memorandum Docket
FROM: Maureen A. Fitzgerald, Commissioner
Department of Community and Youth Services
SUBJECT: Renewal of Performance License with SESAC, Inc.

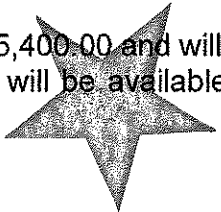
The Department of Community & Youth Services requests authorization to renew a performance license with Society of European Stage Authors & Composers, Incorporated (SESAC). Town Board Resolution No. 885-2023, dated December 12, 2023 authorized the renewal of the license for the period beginning January 1, 2024 through December 31, 2024.

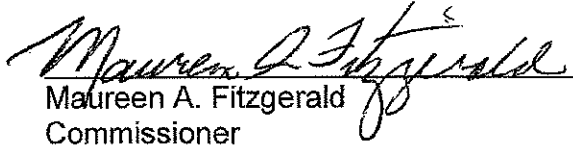
SESAC is a music performance licensing company. All music performed through the Town's programs must be licensed. This license is one of three licenses that the Department renews each year to cover all Town sponsored performances and events

The performance licensing fee will be based on the Town's current population and the invoice will be sent out at the end of December. The license will be ratified and continued from January 1, 2025 through December 31, 2025.

SESAC is exempt from the Exiger process, with the express and explicit understanding that the exemption ties directly to their licensing of performers work product and the contracts that bind the company to the respective performers, authors and composers.

The cost of renewing the performance license shall not exceed \$5,400.00 and will be paid based on the actual invoice amount. Funds for the licensing fee will be available in Account No. CYS A 7020 47660 000 0000, *Special Events*.




Maureen A. Fitzgerald
Commissioner

MAF:iw
Attachment

Reviewed By
Office of Town Attorney
Elizabeth A. Faughnan

WHEREAS, by Resolution No. 758-2022, adopted on October 25, 2022, the Town of Oyster Bay renewed its licensing agreement with the Society of European Stage Authors and Composers, Incorporated ("SESAC"), from January 1, 2023 through December 31, 2023, in order to fulfill the requirement that all of the Town's music programs be licensed, at a cost not to exceed \$4,800.00; and

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated November 17, 2023, requested authorization to renew the licensing agreement between the Town of Oyster Bay and SESAC from January 1, 2024 through December 31, 2024, at a cost not to exceed \$5,000.00, with funds available in Account No. CYS A 7020 47660 000 0000, Special Events; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, advised that SESAC is a music performance licensing company, and all music performed through the Town's programs must be licensed, and further advised that the performance licensing fee will be based on the Town's current population, but shall not exceed \$5,000.00; and

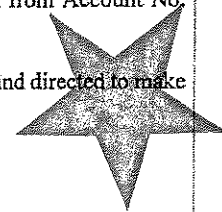
WHEREAS, Commissioner Fitzgerald, by said memorandum, further advised that SESAC is exempt from the Exiger process, with the express and explicit understanding that the exception ties directly to SESAC's licensing of performers' work product and the contracts that bind said company to the respective performers, authors and composers,

NOW, THEREFORE, BE IT RESOLVED, that the request as hereinabove set forth, is approved, and that the Department of Community and Youth Services is authorized to renew the Town's licensing agreement with the Society of European Stage Authors and Composers, Incorporated (SESAC), in order to fulfill the requirement that all of the Town's music programs be licensed, at a cost not to exceed \$5,000.00, from January 1, 2024 through December 31, 2024; and be it further

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

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

-#-



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

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

WHEREAS, by Resolution No. 886-2023, adopted on December 12, 2023, the Department of Community and Youth Services was authorized to renew its performance licensing agreement with Broadcast Music Incorporated (BMI) at a cost not to exceed \$4,000.00, for the period commencing December 1, 2023 through November 30, 2024; and

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated October 31, 2024, advised the Town Board that all music performed through the Town's programs must be licensed through BMI, and requested Town Board authorization to renew a performance licensing agreement between the Town of Oyster Bay and BMI, in order to fulfill the requirement that all of the Town's music programs be licensed, at a cost not to exceed \$4,400.00, commencing December 1, 2024 through November 30, 2025; and

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

WHEREAS, Commissioner Fitzgerald, by said memorandum, further advised that BMI is exempt from vetting through the Town's Exiger process, with the express and explicit understanding that the exemption ties directly to its licensing of its performers' work product, and the contracts that bind the company to its respective performers, authors and composers,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Department of Community and Youth Services is hereby authorized to renew its performance licensing agreement with BMI, from December 1, 2024 through November 30, 2025, in order to fulfill the requirement that all of the Town's music programs be licensed, at a cost not to exceed \$4,400.00; and be it further

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

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

#

Reviewed By
Office of Town Attorney
Ralph P. Healey

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

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

TOWN OF OYSTER BAY
Inter-Departmental Memorandum

October 31, 2024

TO: Memorandum Docket

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

SUBJECT: Performance License – Broadcast Music, Incorporated

The Department of Community & Youth Services requests authorization to renew a performance license with Broadcast Music, Incorporated (BMI). The current license was authorized for the period beginning December 1, 2023 through November 30, 2024 by Town Board Resolution No. 886-2023, dated December 12, 2023.

BMI represents 475,000 songwriters, composers, and music publishers. All music performed through the Town's various programs must be licensed to comply with music copyright laws. The Town also has music performance licenses with the Society of European Stage Authors & Composers (SESAC, Inc.) and American Society of Composers, Authors and Publishers ("ASCAP").

The performance licensing fee will be based on the Town's current population and the invoice will be sent out in December. The license will be ratified and continued from December 1, 2024 through November 30, 2025.

BMI is exempt from the Exiger process, with the express and explicit understanding that the exemption ties directly to their licensing of performers work product and the contracts that bind the company to the respective performers, authors and composers.

The cost of renewing the performance license shall not exceed \$4,400.00 but will be paid based on the actual invoice amount. Funds for the licensing fee are available in Account No. CYS A 7020 47660 000 0000, *Special Events*.




Maureen A. Fitzgerald
Commissioner

MAF:iw
Attachment

WHEREAS, by Resolution No. 757-2022, adopted on October 25, 2022, the Department of Community and Youth Services was authorized to renew its performance licensing agreement with Broadcast Music Incorporated (BMI) at a cost not to exceed \$3,800.00, for the period from December 1, 2022 through November 30, 2023; and

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated November 17, 2023, advised the Town Board that all music performed through the Town's programs must be licensed through BMI, and requested Town Board authorization to renew a performance licensing agreement between the Town of Oyster Bay and BMI, in order to fulfill the requirement that all of the Town's music programs be licensed, at a cost not to exceed \$4,000.00, commencing December 1, 2023 through November 30, 2024, *nunc pro tunc*; and

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

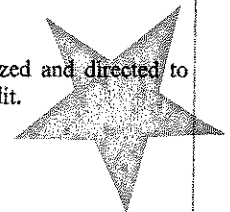
WHEREAS, Commissioner Fitzgerald, by said memorandum, further advised that BMI is exempt from vetting through the Town's Exiger process, with the express and explicit understanding that the exemption ties directly to its licensing of its performers' work product, and the contracts that bind the company to its respective performers, authors and composers,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Department of Community and Youth Services is hereby authorized to renew its performance licensing agreement with BMI, from December 1, 2023 through November 30, 2024 *nunc pro tunc*, in order to fulfill the requirement that all of the Town's music programs be licensed, at a cost not to exceed \$4,000.00; and be it further

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

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

-#-



DPH
Reviewed By
Office of Town Attorney
Ralph P. Healey

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

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

Reviewed By
Office of Town Attorney
Ralph P. Healy

WHEREAS, by Resolution No. 883-2023, adopted on December 12, 2023, the Town Board authorized the Department of Community and Youth Services to obtain videotaping and editing services for the Department's special events and the purchase of DVDs from EKOPLEX Incorporated, d/b/a EKO Productions, Inc., 360-C Commack Road, Deer Park, New York 11729, for the period commencing from January 1, 2024 through December 31, 2024; and

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated October 31, 2024, requested that the Town Board authorize videotaping and editing services for the Department's special events, and approval to purchase DVDs of said videotapes, as provided by EKOPLEX, Incorporated, d/b/a/ EKO Productions, Inc., for the period commencing January 1, 2025 through December 31, 2025, at a cost not to exceed \$5,000.00, with funds available for payment from Account No. CYS A 7020 47660 000 0000, *Special Events*; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, advised that the proposed vendor's Disclosure Questionnaire has been reviewed and has satisfied the Town of Oyster Bay Procurement Policy,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, the Department of Community and Youth Services is hereby authorized to obtain videotaping and editing services for the Department's special events, and purchase DVDs of the videotapes, as provided by EKOPLEX, Incorporated, d/b/a EKO Productions, Inc., for the period commencing from January 1, 2025 through December 31, 2025, at a cost not to exceed \$5,000.00; and be it further

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

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

-#-

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

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

TOWN OF OYSTER BAY
Inter-Departmental Memorandum

October 31, 2024

TO: Memorandum Docket

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

SUBJECT: Video Taping and Editing Services

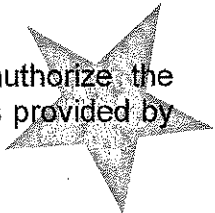
The Department of Community and Youth Services is requesting Town Board authorization for videotaping and editing services for the Department's special events for the 2025 program year.

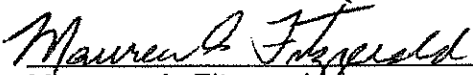
Town Board Resolution No. 883-2023, dated December 12, 2023, authorized the services for the period beginning January 1, 2024 through December 31, 2024 at an amount not to exceed \$5,000.00.

All services will be provided by EKOPLEX, Incorporated d/b/a EKO Productions, Inc., 360-C Commack Road, Deer Park, NY for the period covering January 1, 2025 through December 31, 2025. The cost of the services will not exceed \$5,000.00 and funds will be available in Account CYS A 7020 47660 000 0000, *Special Events*.

The proposed Vendor's *Disclosure Questionnaire* has been reviewed and satisfies the Town's Procurement Policy.

Therefore it is respectfully requested that the Town Board authorize the videotaping and editing services for the Department's special events as provided by EKOPLEX, Incorporated d/b/a EKO Productions




Maureen A. Fitzgerald
Commissioner

MAF:iw
Attachment

Reviewed By
Office of Town Attorney
Elizabeth A. Faughnan

WHEREAS, by Resolution No. 755-2022, adopted on October 25, 2022, the Town Board authorized the Department of Community and Youth Services to obtain videotaping and editing services for the Department's special events and the purchase of DVDs from EKOPLEX Incorporated, d/b/a EKO Productions, Inc., for the period January 1, 2023 through December 31, 2023; and

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated November 20, 2023, requested that the Town Board authorize videotaping and editing services for the Department's special events, and approval to purchase DVDs of said videotapes, as provided by EKOPLEX, Incorporated, d/b/a/ EKO Productions, Inc., 360-C Commack Road, Deer Park, New York 11729, for the period beginning January 1, 2024 through December 31, 2024, at a cost not to exceed \$5,000.00, with funds available for payment from Account No. CYS A 7020 47660 000 0000, Special Events; and

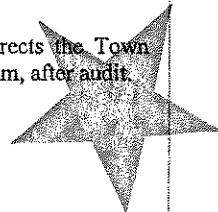
WHEREAS, Commissioner Fitzgerald, by said memorandum, advised that the proposed vendor's Disclosure Questionnaire has been reviewed and has satisfied the Town's Procurement Policy;

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, the Department of Community and Youth Services is hereby authorized to obtain videotaping and editing services for the Department's special events, and purchase DVDs of the videotapes, as provided by EKOPLEX, Incorporated, d/b/a EKO Productions, Inc., for the period beginning January 1, 2024 through December 31, 2024, at a cost not to exceed \$5,000.00; and be it further.

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

RESOLVED, That the Town Board hereby authorizes and directs the Town Comptroller to make payment for same, upon submission of a duly certified claim, after audit.

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

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

Reviewed By
Office of Town Attorney
Rafael P. O'Leary

WHEREAS, by Resolution No. 881-2023, adopted on December 12, 2023, the Town Board authorized the Supervisor, or his designee, to execute an agreement between the Town of Oyster Bay and Super Sounds Entertainment, Inc., d/b/a Brilliance Event Productions, 948 Mirabelle Avenue, Westbury, New York 11590, to provide the Town of Oyster Bay with professional lighting equipment and services for the "Music Under the Stars" Concert Series, and various other special events, for a period of one (1) calendar year, commencing from January 1, 2024 through December 31, 2024, in an amount not to exceed \$65,000.00, with four (4) additional one (1) year extension options, to be exercised solely upon the Town Board's discretion; and

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated October 31, 2024, requested that the Town Board, exercise the first one (1) year option of the Agreement, between the Town of Oyster Bay and Super Sounds Entertainment Inc., d/b/a Event Brilliance Productions, as negotiated and approved by the Office of the Town Attorney, to provide the Town of Oyster Bay with professional lighting equipment and services for the "Music Under the Stars" Concert Series, and various other special events, for a period of one (1) calendar year, commencing from January 1, 2025 through December 31, 2025, in an amount not to exceed \$65,000.00; and

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

WHEREAS, Commissioner Fitzgerald, by said memorandum, further advised that the Town has reviewed the proposed vendor's disclosure questionnaire, and has determined that it has satisfied the Town of Oyster Bay Procurement Policy,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Town Board is hereby authorized to exercise the first one (1) year option of the Agreement, as negotiated and approved by the Office of the Town Attorney, between the Town of Oyster Bay and Super Sounds Entertainment Inc., d/b/a Event Brilliance Productions, to provide the Town of Oyster Bay with professional lighting equipment and services for the "Music Under the Stars" Concert Series, and various other special events, for a period of one (1) calendar year, commencing from January 1, 2025 through December 31, 2025, in an amount not to exceed \$65,000.00; and be it further

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

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

#

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

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

TOWN OF OYSTER BAY
Inter-Departmental Memorandum

October 31, 2024

TO: Memorandum Docket
FROM: Maureen A. Fitzgerald, Commissioner
Department of Community and Youth Services
SUBJECT: Agreement with Super Sounds Entertainment, Incorporated
dba Brilliance Event Productions

The Department of Community and Youth Services is requesting Town Board authorization to enter into an Agreement with Super Sounds Entertainment, Incorporated dba Brilliance Event Productions for professional lighting equipment and services used during the Music Under the Stars concerts and various other special events.

Town Board Resolution No. 881-2023, dated December 12, 2023, authorized the services from January 1, 2024 through December 31, 2024 with four (4) one-year extension options if it is in the Town's best interest to do so.

If approved, this Agreement will be in an amount not to exceed \$65,000.00 for the period beginning January 1, 2025 through December 31, 2025. The Agreement would also be the first year of the optional four (4) one-year extensions.

Super Sounds Entertainment, Incorporated dba Brilliance Event Productions' Disclosure Questionnaire has been reviewed and satisfies the Town's Procurement Policy. Funds for the Agreement will be available in Account Nos. CYS A 7020 47660 000 0000, Special Events.

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 to execute said Agreement.


Maureen A. Fitzgerald
Commissioner

MAF:iw
Attachments

WHEREAS, on October 19, 2023, in compliance with the Town of Oyster Bay Procurement Policy, the Department of Community and Youth Services issued Request For Proposals ("RFP") to provide the Town of Oyster Bay with professional lighting equipment and services for the "Music Under the Stars Concerts", and various other special events, by sending said RFP directly to seven (7) area service providers, and by posting said RFP on the Town's official website and bulletin boards; and

WHEREAS, on November 10, 2023, the sole proposal received by the Department in response to said RFP was the response submitted by Super Sounds Entertainment, Inc., d/b/a Brilliance Event Productions, 948 Mirabelle Avenue, Westbury, New York 11590; and

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated November 20, 2023, requested Town Board authorization for the Town Supervisor, or his designee, to execute an agreement, as negotiated and approved by the Office of the Town Attorney, between the Town of Oyster Bay and Super Sounds Entertainment, Inc., d/b/a Brilliance Event Productions, to provide the Town of Oyster Bay with professional lighting equipment and services for the "Music Under the Stars Concerts," and various other special events, for a period of one (1) calendar year, commencing from January 1, 2024 through December 31, 2024, in an amount not to exceed \$65,000.00, with four (4) additional one (1) year extension options to be exercised solely at the Town Board's discretion; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further advised that in accordance with Guideline No. 7 of the Town of Oyster Bay Procurement Policy, the Office of the Town Attorney, by memorandum dated November 20, 2023, has determined that the Department has made a good faith effort, to obtain the required number of proposals and, consequently, is in compliance with the Policy; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further advised that sufficient funds for said payment are available in Account No. CYS A 7020 47660 000 0000; and

WHEREAS, Commissioner, Fitzgerald, by said memorandum, further advised that the proposed vendor's disclosure questionnaire has been reviewed, and it has been determined that it has satisfied the provisions of the Town of Oyster Bay Procurement Policy,

NOW, THEREFORE, BE IT RESOLVED, That the request hereinabove as hereinabove set forth is approved, and the Town Supervisor or his designee is hereby authorized to execute an agreement between the Town of Oyster Bay and Super Sounds Entertainment, Inc., d/b/a Brilliance Event Productions, to provide the Town of Oyster Bay with professional lighting equipment and services for the "Music Under the Stars Concerts," and various other special events, for a period of one (1) calendar year, commencing from January 1, 2024 through December 31, 2024, in an amount not to exceed \$65,000.00, with four (4) additional one (1) year extension options to be exercised solely at the Town Board's discretion; and be it further

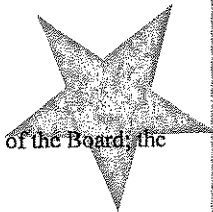
Reviewed By
Office of Town Attorney
P. P. Decker



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

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

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

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

AGREEMENT

This Agreement, made the 1st day of January, 2025 by and between the Town of Oyster Bay, by and through its Department of Community & Youth Services, having its principal office at 977 Hicksville Road, Massapequa, New York 11758 (hereinafter referred to as "TOWN") and **Super Sounds Entertainment, Incorporated dba Brilliance Event Productions**, having its principal office at 948 Mirabelle Avenue, Westbury, NY 11590, (hereinafter referred to as "CONTRACTOR") is to provide the required sound equipment and services for the Town of Oyster Bay's "Music Under the Stars" concert series and other special events

Terms of Agreement

This Agreement is for the period beginning January 1, 2025 and ending December 31, 2025. CONTRACTOR agrees to provide professional services in accordance with the rates stipulated in Appendix I, which is attached hereto and in all respects made a part hereof by reference. The cost of these services shall not exceed \$65,000.00 during the term of this Agreement.

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.

Insurance Requirements

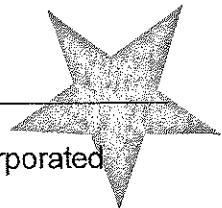
CONTRACTOR shall provide a Comprehensive General Liability Insurance during the entire performance of this Agreement. The Insurance must be Personal Injury/Property Damage - \$1,000,000.00 Each Occurrence and \$2,000,000 in aggregate. The required Insurance shall name the Town of Oyster Bay as an additional insured and must be accompanied by an endorsement issued by the insurance carrier.

Claims and Invoices

CONTRACTOR shall submit an individual invoice and a "Town of Oyster Bay Claim" form with, an original signature, for each performance itemizing the package cost and any other equipment needed for the performance.

Date: _____

Robert Richards, Owner
Super Sounds Entertainment, Incorporated
dba Brilliance Event Productions.



Date: _____

Gregory W. Carman, Jr., Deputy Supervisor
Town of Oyster bay

RFP - Lighting Services Price List

Quantity	Small Lighting Package	Pricing
6	Martin Mac Aura LED wash	
4	Clay Pack'y Sharpy's	
8	ETC - Source Four Wide Floods	
1	Lycen Med throw follow spot	
1	Intelligent Lighting console	
1	Lighting Technician	
1	One Follow Spot Operator	
1	Seventy- Five Feet Three Phase Cam Loc	
2	Applied L-16 ground supports/TBars	
1	Three Phase Power Distro	
1	with 125 feet Soco Cable	\$2,000.00

Quantity	Large Lighting Package	Pricing
10	Martin Mac Aura	
8	Clay Pack'y Sharpy's	
8	ETC - Source Four Wide Floods	
1	Lycen Med throw follow spot	
6	Source Four 360 degree Ellipsoidal	
1	Intelligent Lighting console	
1	Lighting Console Technician	
1	Follow Spot Operator	
1	Seventy- Five Feet Three Phase Cam Loc	
1	Three Phase Power Distro	
1	with 125 feet Soco Cable	
2	Applied L-16 ground supports	\$2,700.00

Quantity	Dance Area	Pricing
4	Eight foot vertical box truss with base plate	
4	Intelligent lights mounted to the top of each upright	
1	Lighting technician	\$800.00

Quantity	Extra Equipment	Pricing
	24 inch Mirror Ball	\$100.00
	48 inch Mirror Ball	\$300.00
	Theatrical Hazer	\$100.00
	Vari Light 300 Intel Lights Spot	\$250.00
	Vari Light 300 Intel Lights Wash	\$250.00
	Additional Martin Mac Aura's	\$200.00
	Clay Pack'y Sharpy's	\$250.00

RFP - Lighting Services Price List

Quantity	Extra Equipment...continued	Pricing
	60 Watt White LED Wash Lights	\$50.00
	Phillips Color Blast 12 Color Kinetics	\$75.00
	ETC Source Four Leko's 19, 26, 36, 50 degree	\$75.00
	ETC Source Four Par @ 575 watt	\$75.00
	Altman Par 36 100 watt	\$50.00
	Altman Par 56 300 watt	\$50.00
	Altman Par 64 1000 watt	\$50.00
	4ft X 8ft Black Stage Decks	\$125.00
	Stage Legs	\$10.00
	Stage Skirting	\$30.00
	Stage Stairs	\$100.00
	One Black Theatrical curtain 16'x40'	\$200.00
	10ft Black Pipe	\$10.00
	50lb Black Pipe Base	\$10.00
	12" X 12' X 10" Tomcat Truss	\$75.00
	12" X 12' X 5" Tomcat Truss	\$75.00
	20' X 20' X 10" Tomcat Truss	\$100.00
	3' X 3' Truss Base Plates	\$50.00
	CM One Ton Chain Motors	\$125.00
	CM Half Ton Chain Motors	\$125.00
	CM Quarter Ton Chain Motors	\$125.00
	65 inch LED Monitor	\$300.00
	70 inch LED Monitor	\$350.00
	82 inch LED Monitor	\$400.00
	6ft Front or Rear Projection Screens	\$300.00
	10ft Front or Rear Projection Screens	\$300.00
	12ft Video Screen	\$350.00
	16ft Video Screen	\$350.00
	3K Video Projector	\$250.00
	6K Video Projector	\$600.00
	10K Video Projector	\$1,500.00
1	Extra Technician	\$350.00
	Follow spot	\$500.00
	Disc Jockey with Sound System	\$800.00
	Dry ice machine (with two blocks of dry ice)	\$400.00
	Snow Machine	\$125.00
	Bubble Machine	\$125.00
	Confetti machine	\$125.00

RFP - Lighting Services Price List

Quantity	9/11/Ceremony Lighting	Pricing
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Walkway/Memorial Lighting Package

- 10 10ft Black pipe
- 10 501b Black base
- 20 60 Watt LED Lights. (Sidewalk Lights)
- 1 Source four 50 degree Leko (memorial lights)
- 20 Color Blast 12 Color Kinetics (memorial up lights)
- 2 PDS - 500 LED-Distro

\$1,400.00

Video Package

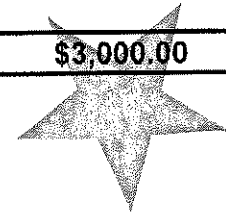
- 2 65" LED Monitors
- 4 Black Magic Convertors
- 2 8ft Truss Uprights with Base Plate

\$900.00

Tower Lights Package

- 2 4ft x 4ft Black Stages / Black Skirts
- 12 Clay Packey Sharpy Beams
- 2 Van Light 3000 Beam Lights
- 208 volt feeder cable 50ft

\$3,000.00



Contract No. XX-XXXX

AGREEMENT

This Agreement, made the XXX day of XXXX, XXXX by and between the Town of Oyster Bay, by and through its Department of Community & Youth Services, having its principal office at 977 Hicksville Road, Massapequa, New York 11758 (hereinafter referred to as "TOWN") and XXXXXXXXXX having its principal office at XXXXXXXX, XXXXX, New York, XXXXX, is to provide the required sound equipment and services for the Town of Oyster Bay's "Music Under the Stars" concert series and other special events

Terms of Agreement

This Agreement is for the period beginning January 1, XXXX and ending December 31, XXXX. XXXXXXXXXX agrees to provide professional services in accordance with the rates stipulated in Appendix I, which is attached hereto and in all respects made a part hereof by reference. The cost of these services shall not exceed \$XXX,XXX.XX during the term of this Agreement.

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.

Insurance Requirements

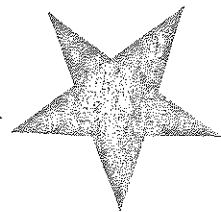
XXXXXXXXXXXX shall provide a Comprehensive General Liability Insurance during the entire performance of this Agreement. The Insurance must be Personal Injury/Property Damage - \$1,000,000.00 Each Occurrence and \$2,000,000 in aggregate. The required Insurance shall name the Town of Oyster Bay as an additional insured and must be accompanied by an endorsement issued by the insurance carrier.

Claims and Invoices

XXXXXXXXXXXX shall submit an individual invoice and a "Town of Oyster Bay Claim" form with, an original signature, for each performance itemizing the package cost and any other equipment needed for the performance.

Date: _____

XXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX



Date: _____

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

Reviewed By
Office of Town Attorney - Finn
[Signature]

Reviewed By
Office of Town Attorney



WHEREAS, by Resolution No. 882-2023, adopted on December 12, 2023, and as amended by Resolution No. 90-2024, adopted on February 13, 2024, the Town Board authorized the Supervisor, or his designee, to execute an agreement between the Town of Oyster Bay and EKOPLEX Incorporated, d/b/a EKO Productions, Inc., 360-C Commack Road, Deer Park, New York 11729, as negotiated and approved by the Office of the Town Attorney, to provide the Town of Oyster Bay with professional sound equipment and services for the "Music Under the Stars Concert Series", the "9/11 Memorial Ceremony" and the "Holiday Concert Series", for a period of one (1) calendar year, commencing from January 1, 2024 through December 31, 2024, in an amount not to exceed \$160,000.000, with four (4) additional one (1) year extension options, to be exercised solely upon the Town Board's discretion; and

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated October 31, 2024, requested that the Town Board, exercise the first one (1) year option of the Agreement between the Town of Oyster Bay and EKOPLEX Incorporated, d/b/a EKO Productions, Inc., as negotiated and approved by the Office of the Town Attorney, to provide the Town of Oyster Bay with sound equipment services for the "Music Under the Stars Concert Series", and various other special events, for a period of one (1) calendar year, commencing from January 1, 2025 through December 31, 2025, in an amount not to exceed \$200,000.00; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, advised that the funds for said payment are available in Account Nos. CYS A 7020 47660 000 0000, DGS A 1620 46300 000 0000 and PKS A 7110 47670 000 0000; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further advised that the Town has reviewed the proposed vendor's disclosure questionnaire, and has determined that it has satisfied the Town of Oyster Bay Procurement Policy,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Town Board is hereby authorized to exercise the first one (1) year option of the Agreement between the Town of Oyster Bay and EKOPLEX Incorporated, d/b/a EKO Productions, Inc., as negotiated and approved by the Office of the Town Attorney, to provide the Town of Oyster Bay with sound equipment and services for the "Music Under the Stars Concert Series" and various other special events, for a period of one (1) calendar year, commencing from January 1, 2025 through December 31, 2025, in an amount not to exceed \$200,000.00; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. CYS A 7020 47660 000 0000, Account No. DGS A 1620 46300 000 0000 and PKS A 7110 47670 000 0000; and be it further

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

#

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

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

TOWN OF OYSTER BAY
Inter-Departmental Memorandum

October 31, 2024

TO: Memorandum Docket
FROM: Maureen A. Fitzgerald, Commissioner
Department of Community and Youth Services
SUBJECT: Agreement with EKOPLEX, Incorporated, dba EKO Productions


The Department of Community and Youth Services is requesting Town Board authorization to enter into an Agreement with EKOPLEX, Incorporated, dba EKO Productions for professional sound equipment and services used during the Music Under the Stars concerts and various other special events.

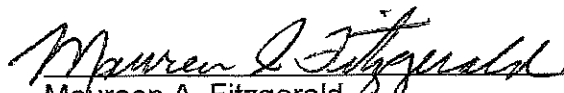
Town Board Resolution No. 882-2023, dated December 12, 2023, authorized the services from January 1, 2024 through December 31, 2024 with four (4) one-year extension options if it is in the Town's best interest to do so. Town Board Resolution No. 90-2024, dated December February 13, 2023, amended the Resolution to add additional funding and account numbers in order that the services could be utilized by other Town Departments and be paid for from their respective accounts.

If approved, this Agreement will be in an amount not to exceed \$200,000.00 for the period beginning January 1, 2025 through December 31, 2025. The Agreement would also be the first year of the optional four (4) one-year extensions.

EKOPLEX, Incorporated, dba EKO Productions' Disclosure Questionnaire has been reviewed and satisfies the Town's Procurement Policy. Funds for the Agreement will be available in Account Nos. *CYS A 7020 47660 000 0000, DGS A 1620 46300 000 0000, and PKS A 7110 47670 000 0000.*

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 to execute said Agreement.




Maureen A. Fitzgerald
Commissioner

MAF:iw
Attachments

Meeting of December 12, 2023

Resolution No.882-2023

WHEREAS, on October 19, 2023, in compliance with the Town of Oyster Bay Procurement Policy, the Department of Community and Youth Services issued a Request For Proposals ("RFP") to provide the Town of Oyster Bay with professional sound equipment and services for the "Music Under the Stars Concert Series", the "9/11 Memorial Ceremony," and the "Holiday Concert Series", by sending said RFP directly to seven (7) area service providers, and by posting said RFP on the Town's official website and bulletin boards, with a deadline to submit any and all proposals and all responses to said RFP no later than 4:00 p.m., E.S.T., on November 10, 2024; and

WHEREAS, on November 10, 2023, the sole proposal received by the Department of Community and Youth Services, in response to said RFP, was submitted by EKOPLEX Incorporated, d/b/a ECO Productions, having its principal office at 360 Commack Road, Deer Park, New York 11729; and

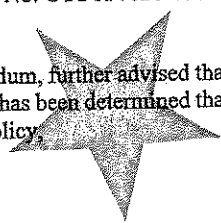
WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated November 20, 2023, requested Town Board authorization for the Town Supervisor, or his designee, to execute an agreement, as negotiated and approved by the Office of the Town Attorney, between the Town of Oyster Bay and EKOPLEX Incorporated, d/b/a EKO Productions, to provide the Town of Oyster Bay with professional sound equipment and services for the "Music Under the Stars Concert Series," the "9/11 Memorial Ceremony," and the "Holiday Concert Series," for a period of one (1) calendar year, commencing from January 1, 2024 through December 31, 2024, in an amount not to exceed \$160,000.00, with four (4) additional one (1) year extension options to be exercised solely at the Town Board's discretion; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, advised that in accordance with Guideline No. 7 of the Town of Oyster Bay Procurement Policy, the Office of the Town Attorney, by memorandum dated November 20, 2023, determined that the Department of Community & Youth Services made a good faith effort to obtain the required number of proposals and, consequently, complied with the Policy; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further advised that sufficient funds for the aforementioned payment are available in Account No. CYS A 7020 47660 000 0000; and

WHEREAS, Commissioner, Fitzgerald, by said memorandum, further advised that the proposed vendor's disclosure questionnaire has been reviewed, and it has been determined that it has satisfied the provisions of the Town of Oyster Bay Procurement Policy.

REVIEWED BY
OFFICE OF TOWN ATTORNEY
Ralph P. Healey



CORRECTED COPY

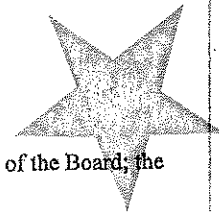
Resolution No.882-2023

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Town Supervisor or his designee is hereby authorized to execute an agreement between the Town of Oyster Bay and EKOPLEX Incorporated, d/b/a EKO Productions, to provide the Town of Oyster Bay with professional lighting equipment and services for the "Music Under the Stars Concert Series," the "9/11 Memorial Ceremony," and the "Holiday Concert Series," for a period of one (1) calendar year, commencing from January 1, 2024 through December 31, 2024, in an amount not to exceed \$160,000.00, with four (4) additional one (1) year extension options to be exercised solely at the Town Board's discretion; and be it further

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

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

-#-



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

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

Meeting of February 13, 2024

Resolution No. 90-2024

WHEREAS, by Resolution No. 882-2023, adopted on December 12, 2023, the Town Board authorized an Agreement between the Town of Oyster Bay and EKOPLEX, Incorporated d/b/a EKO Productions for professional sound equipment and services; and

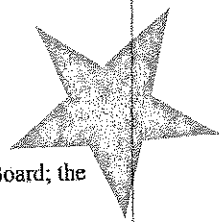
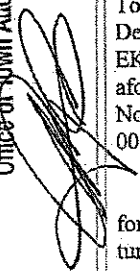
WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated January 22, 2024, advised that on occasion other Departments within the Town have the need for sound services; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, requested that the Town Board amend Resolution No. 882-2023, to state that Town Departments in addition to the Department of Community and Youth Services may utilize the Town's Agreement with EKOPLEX, Incorporated d/b/a EKO Productions, and that said Departments may pay for the aforementioned services in an amount not to exceed \$180,000.00, with funds drawn from Account Nos. CYS A 7020 47660 000 0000, DGS A 1620 46300 000 0000 and PKS A 7110 47670 000 0000 for the calendar year 2024,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Town Board hereby amends Resolution No. 882-2023, nunc pro tunc, to January 1, 2024, to state that the Departments may pay for the aforementioned services in an amount not to exceed \$180,000.00, with funds drawn from Account Nos. CYS A 7020 47660 000 0000, DGS A 1620 46300 000 0000 and PKS A 7110 47670 000 0000 for the calendar year 2024.

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

AGREEMENT

This Agreement, made the 1st day of January, 2025 by and between the Town of Oyster Bay, by and through its Department of Community & Youth Services, having its principal office at 977 Hicksville Road, Massapequa, New York 11758 (hereinafter referred to as "TOWN") and **EKOPLEX, Incorporated, dba EKO Productions** having its principal office at 360-C Commack Rd, Deer Park, New York, 11729, is to provide the required sound equipment and services for the various Town of Oyster Bay events.

Terms of Agreement

This Agreement is for the period beginning January 1, 2025 and ending December 31, 2025. EKO Productions, Incorporated agrees to provide professional services in accordance with the rates stipulated in Appendix I, which is attached hereto and in all respects made a part hereof by reference. The cost of these services shall not exceed \$200,000.00 during the term of this Agreement.

EKO Productions, Incorporated agrees that they are, and at all times shall be deemed to be, an independent contractor, and shall not at any time or for any purpose be deemed an employee of the Town of Oyster Bay, and that they shall not in any manner whatsoever, by their actions or deed, commit the Town of Oyster Bay to any obligation irrespective of the nature thereof.

Insurance Requirements

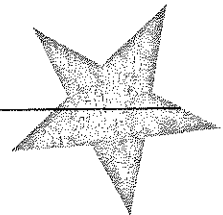
EKO Productions, Incorporated shall provide a Comprehensive General Liability Insurance during the entire performance of this Agreement. The Insurance must be Personal Injury/Property Damage \$1,000,000.00 Each Occurrence and \$2,000,000 in aggregate. The required Insurance shall name the Town of Oyster Bay as an additional insured and must be accompanied by an endorsement issued by the insurance carrier.

Claims and Invoices

EKO Productions, Incorporated shall submit an individual invoice and a "Town of Oyster Bay Claim" form with, an original signature, for each performance itemizing the package cost and any other equipment needed for the performance.

Date: _____

Steven Porcelli
EKO Productions, Inc.



Date: _____

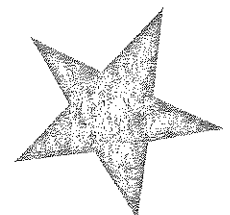
Gregory W. Carman, Jr., Deputy Supervisor
Town of Oyster Bay

RFP - Sound Services Price List

Quantity	Digital Sound System Package	Price
	MIDAS M-32 Console/iPad/Apple Express Router	
	MIDAS DL-32 Stagebox	
	160' Control Snake	
	3-way Crossover	
	1/3 Octave Equalizers on Monitors	
6	FX Units	
	Full 3-way Sound System	
2	EK3 Speakers	
2	EK3 Speaker Subwoofers	
4	Floor Wedges	
	All Crown Power	
	6000 Watts of Power	
	Microphones, mic stands and cables	
	Truck/SetUp/Break Down	
	1 Engineer	
	USB/CD/iPod Players	\$1,500.00

Quantity	Small Monitor System Package	Price
	MIDAS M-32 Console/iPad/Apple Express Router	
4	JBL Monitors	
	4-way Mixer	
4	2/3 Octave Equilizers	
2	Crown Amplifiers	
	Splitter Snake	
	1 Engineer	
	Overtime Included	\$1,200.00

Quantity	Large Monitor System	Price
	MIDAS M-32 Console/iPad/Apple Express Router	
8	Bi-Amp Monitors	
	8-Way Mixer	
8	1/3 Octave Equalizer	
8	Comp. Limiters, Gates	
8	Crown Power Amplifiers	
	Splitter Snake	
	1 Extra Engineer	
	Overtime Included	\$1,800.00



RFP - Sound Services Price List...continued

Quantity	Large Monitor System (plus)	Price
1	Large Monitor System plus Side Fills, 12 Wedges, 1 Drum Monitor	\$2,275.00

Quantity	Front Of House (FOH) Large Concert System	Price
	Midas M-32 Console	
	Midas DL-32 Stage Box	
2	DBX 160 XT Limiters	
	All Crown Power/ATC Processor	
	Microphones, Stands, & Cables	
8	JBL Vertec VT 4888	
	DBX 260 Drive Racks	
	CD Player	
	Splitter Snake	
	3 Phase PD Panel	
	160' Control Snake	
2	I-Pad Controllers	
	1 Engineer, 2 Man Crew	
	Setup/Breakdown	\$2,850.00
	Early Load-In per Hour	\$100.00

Quantity	Sound System Gear	Price
	Large Delay Tower System	\$800.00
	Small Delay Tower System	\$450.00
	64 Channel Yamaha PM Series Console	\$650.00
	12 Channel 1202 Mackie Mixer	\$75.00
	3-Way Amp Rack	\$250.00
	Amp/Equalizer Rack	\$150.00
	Crown Amp	\$75.00
	DBX 260 Drive Rack	\$35.00
	PD Panel	\$150.00
	EAW KF850 Speaker	\$100.00
4	Nearfield Speakers	\$200.00
	Tri Amp Side Fill Speakers	\$700.00
	JBL Wedge	\$25.00
	Bi-Amp 15 x 2 Wedge	\$60.00
	Drum Monitor	\$100.00
	Splitter Snake	\$200.00
	100 Ft. Snake	\$50.00
	CD Recorder	\$60.00

RFP - Sound Services Price List...continued

Quantity	Microphones	Price
	Beta 87 U1 Wireless	\$100.00
	Clip On Horn Mics	\$20.00
	Shure Beta-98	\$25.00
	Shure PS700/In-Ear Mic	\$125.00
	Shure U2/Beta 58A Hand Held Transmitter	\$100.00
	Shure UHF U4D Wireless Receiver	\$100.00
	Shure Wireless w/Batteries for Summer	\$350.00
	Shure A98KCS Horn Clamp	\$5.00
	Clear Com	\$50.00
	Countryman Isomax String Mic	\$25.00

Quantity	Drums	Price
	5 Pcs DW Kit w/all DW Hardware/Stool	\$350.00
	5 Pcs Yamaha Drum Kit w/all Hardware/Stool	\$350.00
	Adjustable Throne	\$10.00
	Cymbal w/Stand	\$15.00
	Drum Carpet w/Drums	No charge
	Drum Carpet without	\$10.00
	Plex Glass for Drums	\$100.00
	Snare w/Stand	\$60.00

Quantity	Percussion	Price
2	LP Congas/w Stand	\$120.00
2	Timbales/w Stand	\$90.00
2	Timbaletos/w Stand	\$135.00
2	LP Bongos/w Stand	\$50.00
	LP Everything Rack	\$25.00
	LP Table	\$10.00
	Percussion Table/Stand	\$50.00
	Cowbell	\$5.00
	Cowbell Pedal	\$25.00
	Medium Triangle	\$5.00
	Orchestra Bells/Mallets (Glock)	\$100.00
	Shakers or Jam Block (each)	\$5.00
	Tambourine	\$5.00
	Tube Bells	\$200.00
	Wind Chimes	\$20.00
	Medium or Large Timpani	\$150.00
	Claves	\$5.00

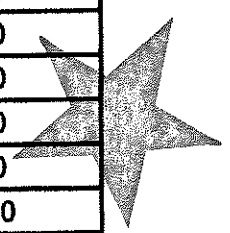
RFP - Sound Services Price List...continued

Quantity	Percussion...continued	Price
1	Pair of Maracas or Castanets	\$5.00
1	Guiro	\$5.00
	Vibraphone	\$350.00

Risers	Price
4X4 Riser	\$50.00
4X8 Riser	\$100.00
8X8 Riser	\$200.00

Additional Staff	Price
Extra Engineer	\$350.00
Drum Technician	\$250.00
Helper	\$250.00

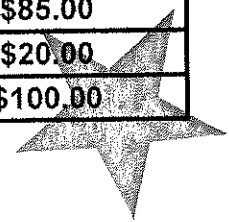
Quantity	Keyboards & Accessories	Price
	Leslie 122 Speaker Cabinet	\$125.00
	Trek 11 Pedal	\$75.00
	Kurtzweil PC 88 Keyboard w/Pedal	\$250.00
	Kurtzweil K2600XS Keyboard w/Pedal	\$275.00
	Korg Triton 61 Key	\$150.00
	Korg Triton Pro 76 Key	\$175.00
	Korg Trinity Plus Synthesizer	\$225.00
	Korg Triton 88 Keys Keyboard/Pedal/Stool	\$250.00
	Roland Keyboard Amp	\$75.00
	Roland RD 700 Keyboard	\$225.00
	Roland VK8 Keyboard	\$250.00
	Keyboard Mixer	\$75.00
	Yamaha Motif-6 Keyboard	\$200.00
	Yamaha Motif XS7 Keyboard	\$225.00
	Yamaha Motif 8XS Keyboard	\$250.00
	Quick Lock Single Tier Keyboard Stand	\$20.00
	2 Tier Keyboard Stands	\$30.00
	Apex Keyboard Stand	\$20.00
	Yamaha EV5 Expression Pedal	\$25.00
	Boss FV 300 Vol Pedal	\$15.00
	Piano Bench	\$10.00
	Nord Stage Keyboard	\$250.00
	Nord Electro Keyboard	\$175.00



RFP - Sound Services Price List...continued

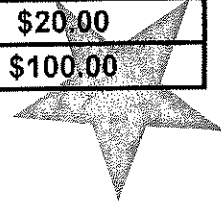
Quantity	Accessories	Price
	9 Volt, AA, AAA, Batteries	No charge
	Bar Stools/Box Fan/GTR Stands	\$5.00
	BNC Cables	No charge
	Guitar Stand Boat (Holds 7 Gtr's)	\$15.00
	Guitar Cables	No charge
	K & M Sax Stands	\$5.00
	Midi Cables	No charge
	Music Stands	\$5.00
	Music Stand Lights	No charge
	1 DJ Monitor	\$50.00

Quantity	Guitars & Guitar Amps	Price
	4 x 12 Marshall Speaker Bottom	\$75.00
	Marshall JCM 2000 Guitar Amp	\$100.00
	Marshall JCM 800 Guitar Amp	\$100.00
	Marshall 1/2 Stack Amp	\$150.00
	Marshall Valve State 2X12 Combo Amp	\$75.00
	Fender Blues Deville Guitar Amp	\$75.00
	Fender Deville Guitar Amp	\$75.00
	Fender Deluxe Guitar Amp	\$75.00
	Fender Super Champ Guitar Amp	\$75.00
	Fender Twin Reissue 1965 w/Pedal	\$75.00
	Roland JC 120 Guitar Amp	\$75.00
	Vox AC 30 Guitar Amp	\$80.00
	Gibson Les Paul Guitar	\$80.00
	Fender Acoustic Guitar	\$85.00
	Fender Stratocaster Guitar	\$80.00
	Takamine Acoustic/Electric Guitar	\$85.00
	Guild Acoustic/Electric Guitar	\$85.00
	12 String RIC Guitar	\$85.00
	Korg DTR/Rack Mount Tuner	\$20.00
	Shure UHF Wireless Guitar System	\$100.00



RFP - Sound Services Price List...continued

Quantity	Bass Guitar & Amps	Price
	GK 700/1001 RB Bass Amp	\$75.00
	Hartke 4X10 XL Cabinet	\$75.00
	Hartke 1X15 XL Cabinet	\$75.00
	GK 700 RB Full Bass Rig	\$195.00
	Ampeg SVT Amp	\$100.00
	Ampeg 8 x 10 Cabinet	\$100.00
	Ampeg SVT Bass Rig	\$200.00
	Ampeg SVT 4 Pro Amp	\$100.00
	SWR 900 Bass Amp	\$100.00
	Fender Bass Guitar	\$80.00
	Fender 5 String Guitar	\$85.00
	Korg DTR/Rack Mount Tuner	\$20.00
	Shure UHF Wireless Guitar System	\$100.00



Contract No. XX-XXXX

AGREEMENT

This Agreement, made the XXX day of XXXX, XXXX by and between the Town of Oyster Bay, by and through its Department of Community & Youth Services, having its principal office at 977 Hicksville Road, Massapequa, New York 11758 (hereinafter referred to as "TOWN") and XXXXXXXXX having its principal office at XXXXXXXX, XXXXX, New York, XXXXX, is to provide the required sound equipment and services for the Town of Oyster Bay's "Music Under the Stars" concert series and other special events

Terms of Agreement

This Agreement is for the period beginning January 1, XXXX and ending December 31, XXXX. XXXXXXXXXXXX agrees to provide professional services in accordance with the rates stipulated in Appendix I, which is attached hereto and in all respects made a part hereof by reference. The cost of these services shall not exceed \$XXX,XXX.XX during the term of this Agreement.

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.

Insurance Requirements

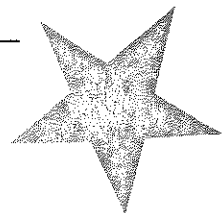
XXXXXXXXXXXX shall provide a Comprehensive General Liability Insurance during the entire performance of this Agreement. The Insurance must be Personal Injury/Property Damage - \$1,000,000.00 Each Occurrence and \$2,000,000 in aggregate. The required Insurance shall name the Town of Oyster Bay as an additional insured and must be accompanied by an endorsement issued by the insurance carrier.

Claims and Invoices

XXXXXXXXXXXX shall submit an individual invoice and a "Town of Oyster Bay Claim" form with, an original signature, for each performance itemizing the package cost and any other equipment needed for the performance.

Date: _____

XXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX.



Date: _____

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

Reviewed By
Office of Town Attorney - *Furn*
B.H.

TOWN OF OYSTER BAY
Inter-Departmental Memorandum

880

TO: MEMORANDUM DOCKET
FROM: Joseph G. Pinto, Commissioner
Department of Parks
DATE: 10/31/2024
SUBJECT: Poyu Lu- 2024 Fall Ice Hockey House League 14/16U Refund

The Department of Parks respectfully requests Town Board approval for a refund in the amount of \$270.75 (two hundred seventy dollars and 75/100 cents) to Town of Oyster Bay resident Poyu Lu, [REDACTED], Jericho, NY 11753. Mr. Lu's son attended one day of Ice Hockey House League 14/16U and did not return.

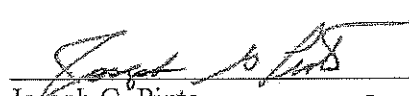
Based on the 2024 Town of Oyster Bay refund policy, Poyu Lu is eligible to receive the refund minus a 5% administration fee as follows:

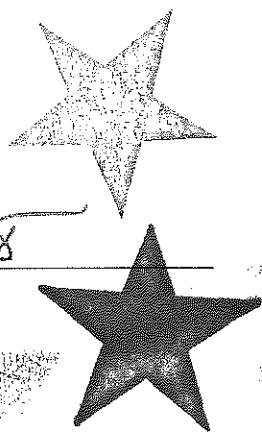
Ice Hockey House League 14/16U	\$285.00
<u>5% Administration Fee</u>	<u>\$14.25</u>

TOTAL REFUND **\$270.75 (two hundred seventy dollars and 75/100 cents)**

The Office of the Comptroller has reviewed the department back-up documentation and verified funds available for this requested refund.

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



Joseph G. Pinto
COMMISSIONER


Meeting of November 19, 2024

Resolution No. 880-2024

WHEREAS, Hon. Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated October 31, 2024, requested Town Board authorization to issue a refund in the amount of \$270.75 to Town of Oyster Bay resident Poyu Lu, to reimburse him for fees paid for his son to attend the Ice Hockey House League 14/16U, as his son only attended one day of the program; and

WHEREAS, Hon. Commissioner Pinto, by said memorandum, advised that Poyu Lu is entitled to a full refund of \$285.00, less the five percent (5%) administration fee, for a total refund of \$270.75,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of Parks is hereby authorized and directed to issue a refund in the amount of \$270.75 to Poyu Lu; and be it further

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

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

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PKS
Reviewed By
Office of Town Attorney
William D. McE...

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

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

WHEREAS, Hon. Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated October 30, 2024, requested Town Board authorization to issue a refund in the amount of \$427.50 to Town of Oyster Bay resident Matthew Miller, to reimburse him for fees paid for his son to attend the Fall Ice Hockey House League 14/16U, as his son did not attend the program; and

WHEREAS, Hon. Commissioner Pinto, by said memorandum, advised that Matthew Miller is entitled to a full refund of \$450.00, less the five percent (5%) administration fee, for a total refund of \$427.50,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of Parks is hereby authorized and directed to issue a refund in the amount of \$427.50 to Matthew Miller; and be it further

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

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

-#-

Reviewed By
Office of Town Attorney
Matthew R. McCabe

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

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

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

881

TO: MEMORANDUM DOCKET

FROM: Joseph G. Pinto, Commissioner
Department of Parks

DATE: 10/30/2024

SUBJECT: Matthew Miller- 2024 Fall Ice Hockey House League 14/16U Refund

The Department of Parks respectfully requests Town Board approval for a refund in the amount of \$427.50 (four hundred twenty-seven dollars and 50/100 cents) to Matthew Miller, [REDACTED], Garden City, NY 11530. Mr. Miller's son did not attend Fall Ice Hockey House League 14/16U.

Based on the 2024 Town of Oyster Bay refund policy, Matthew Miller is eligible to receive the refund minus a 5% administration fee as follows:

Ice Hockey House League 14/16U	\$450.00
<u>5% Administration Fee</u>	<u>\$22.50</u>

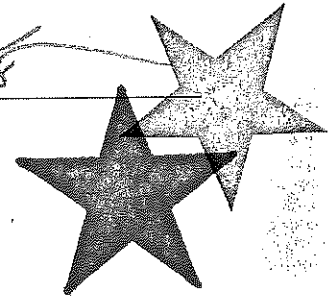
TOTAL REFUND **\$427.50 (four hundred twenty-seven dollars and 50/100 cents)**

The Office of the Comptroller has reviewed the department back-up documentation and verified funds available for this requested refund.

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



Joseph G. Pinto
COMMISSIONER



JGP/nh

Meeting of November 19, 2024

Resolution No. 882-2024

WHEREAS, Hon. Jeffrey P. Pravato, Receiver of Taxes, by memorandum dated November 4, 2024, requested Town Board authorization to publish "Notice to Taxpayers Re: 2025 General Tax" in Newsday,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Office of the Receiver of Taxes is hereby authorized to publish "Notice to Taxpayers Re: 2025 General Tax" in Newsday, and the Comptroller is hereby authorized and directed to make payment for same, upon submission of a duly certified claim, after audit; and be it further

RESOLVED, That the funds for said payment are to be drawn from Account No. ROT A 1330 44100 000 0000.

-#-

Reviewed By
Office of Town Attorney
Elizabeth A. Jauchman

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

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



TOWN OF OYSTER BAY

Office of the Receiver of Taxes

INTER-DEPARTMENTAL MEMO

TO: MEMORANDUM DOCKET

FROM: JEFFREY P. PRAVATO, RECEIVER OF TAXES

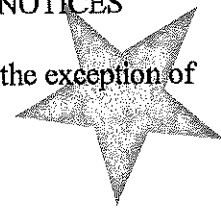
RE: LEGAL NOTICE OF 2025 GENERAL TAX

DATE: November 4, 4024

Authorization is hereby requested to print the attached legal notice pertaining to the 2025 General Tax in Newsday.

Expense will be charged to account ROT A 1330 44100 000 0000 LEGAL NOTICES

Reference is made to Guideline 5 f. of the procurement policy pertaining to the exception of quotations pertaining to public notices.



Jeffrey P. Pravato (mf)

Jeffrey P. Pravato, Receiver of Taxes

NOTICE TO TAXPAYERS RE: 2025 GENERAL TAX

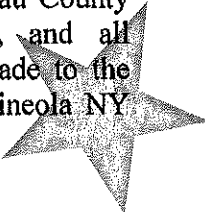
TAKE NOTICE that the undersigned Receiver of Taxes for the Town of Oyster Bay, County of Nassau, State of New York, has received the General Tax Roll and Warrant for the collection of taxes within the Town of Oyster Bay, and that the staff will be in attendance to receive taxes at: TOWN HALL, 74 Audrey Ave., Oyster Bay, NY 11771 and 977 Hicksville Rd, Massapequa, NY 11758 on January 2, 2025 and each day thereafter from 9:00 AM to 4:45 PM (Saturdays, Sundays and Holidays excepted).

The following penalties for neglect to pay General taxes after they become due and payable: If the first half is not paid on or before February 10, 2025, a penalty will be added at the rate of one percent per month from January 1, 2025 calculated to the end of the month during which payment is made. If the second half is not paid on or before August 11, 2025, a penalty will be added at the rate of one percent per month from July 1, 2025 calculated to the end of the month during which payment is made. If the full year's tax is paid on or before February 10, 2025, a discount will be allowed on the second half tax at the rate of one percent of the second half. No discount is allowed on payments made after February 10, 2025. Taxes are payable by cash, check, money order, or credit/debit cards (convenience fee applies).

Under law the tax roll of the Town of Oyster Bay will be returned to Nassau County Treasurer on September 2, 2025, and all payments after that date must be made to the County Treasurer, 1 West Street, Mineola NY 11501.

Dated: January 2, 2025
Oyster Bay, NY 11771-1539

**JEFFREY P. PRAVATO
RECEIVER OF TAXES**



Reviewed By
Office of Town Attorney

WHEREAS, Hon. Angelo A. Delligatti, Commissioner, Department of Planning and Development, by memorandum dated October 31, 2024, requested Town Board authorization for the expenditure of an amount not to exceed \$12,000.00, for the period of January 1, 2025 to December 31, 2025, for the following Planning Advisory Board members, with funds to be drawn from Account No. PAD B 8020 44800 000 0000:

- Clifford Chabina \$200.00 per meeting, with an amount not to exceed \$2,400.00 for the calendar year;
- Anthony DiLeonardo \$200.00 per meeting, with an amount not to exceed \$2,400.00 for the calendar year;
- Angelo Stanco \$200.00 per meeting, with an amount not to exceed \$2,400.00 for the calendar year;
- Louis Warner \$200.00 per meeting, with an amount not to exceed \$2,400.00 for the calendar year; and
- James Castellane \$200.00 per meeting, with an amount not to exceed \$2,400.00 for the calendar year,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Town Board authorizes the Department of Planning and Development to expend an amount not to exceed \$12,000.00 for the aforementioned Planning Advisory Board members for meetings during the period January 1, 2025 to December 31, 2025, with funds to be drawn from Account No. PAD B 8020 44800 000 0000; and be it further

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

-#-

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

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

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

To: MEMORANDUM DOCKET

From: ANGELO A. DELLIGATTI, COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT

Date: OCTOBER 31, 2024

Subject: REQUEST FOR AUTHORIZATION OF EXPENDITURES
FOR THE PLANNING ADVISORY BOARD
ACCOUNT NO. PAD B 8020 44800 000 0000

This Department is respectfully seeking approval of the Town Board to authorize the expenditure amount of \$12,000.00 for the Department's Planning Advisory Board Meetings for the 2025 calendar year from January 1, 2025, through December 31, 2025.

Below is the breakdown of payments to the following Planning Advisory Board Members in an amount not to exceed \$12,000.00.

Clifford Chabina	\$200.00 per meeting, with an amount not to exceed \$2,400.00 for the calendar year
Anthony DiLeonardo	\$200.00 per meeting, with an amount not to exceed \$2,400.00 for the calendar year
Angelo Stanco	\$200.00 per meeting, with an amount not to exceed \$2,400.00 for the calendar year
Louis Warner	\$200.00 per meeting, with an amount not to exceed \$2,400.00 for the calendar year
James Castellane	\$200.00 per meeting, with an amount not to exceed \$2,400.00 for the calendar year

It is important to note that the Planning Advisory Board is scheduled to meet once a month; however, the meetings will only take place when there is a Site Plan Application(s) submitted to the Planning Advisory Board for review. Any unused monies allocated for this purpose will be deemed as an operating surplus for this Department's budget at the end of the year's calendar.

Funds will be available in Account No. PAD B 8020 44800 000 0000.



ANGELO A. DELLIGATTI
COMMISSIONER

WHEREAS, by Resolution No. 888-2023, adopted on December 12, 2023, the Town Board authorized Nelson, Pope & Voorhis, LLC, LiRo Architects + Planners, P.C., Cameron Engineering & Associates, LLP and Cashin, Spinelli & Ferretti, LLC to assist the Department of Planning and Development with General Planning Services in the Town of Oyster Bay, for a period from January 1, 2024 through December 31, 2024, with an option, at the discretion of the Town, for two (2) one (1) year extensions; and

Reviewed By
Office of Town Attorney

WHEREAS, Hon. Angelo A. Delligatti, Commissioner, Department of Planning and Development, by memorandum dated October 31, 2024, requested that the Town Board exercise the first one (1) year extension option of the agreement with Nelson, Pope & Voorhis, LLC, LiRo Architects + Planners, P.C., Cameron Engineering & Associates, LLP and Cashin, Spinelli & Ferretti, LLC to assist the Department of Planning and Development with General Planning Services in the Town of Oyster Bay for a period from January 1, 2025 through December 31, 2025, in an amount not to exceed \$500,000.00 annual for the term of the agreement; and

WHEREAS, Commissioner Delligatti, by said memorandum, advised that the vendors' disclosure questionnaires have been reviewed and the Town is satisfied the Town Procurement Policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and that the Town Board hereby authorizes the exercise of the first one (1) year extension option of the agreement with Nelson, Pope & Voorhis, LLC, LiRo Architects + Planners, P.C., Cameron Engineering & Associates, LLP and Cashin, Spinelli & Ferretti, LLC to assist the Department of Planning and Development with General Planning Services in the Town of Oyster Bay for a period from January 1, 2025 through December 31, 2025, in an amount not to exceed \$500,000.00 annual for the term of the agreement, for the first extension term; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. PAD B 8020 44800 000 0000; and be it further

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

-#-

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

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

TOWN OF OYSTER BAY

Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: ANGELO A. DELLIGATTI, COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT

DATE: OCTOBER 31, 2024

SUBJECT: CONTRACT EXTENSION
GENERAL PLANNING SERVICES
TOWN OF OYSTER BAY
DEPARTMENT OF PLANNING AND DEVELOPMENT

On December 12, 2023 the Town Board adopted Resolution Number 888-2023 authorizing the Town to enter into agreement with Nelson, Pope & Voorhis, LLC, LiRo Architects + Planners, P.C., Cameron Engineering & Associates, LLP and Cashin, Spinelli & Ferretti, LLC to assist with General Planning Services in the Town of Oyster Bay, and the Department of Planning and Development for a period commencing January 1, 2024 through December 31, 2024, with an option for two (2) one (1) year extensions.

In view of the above we hereby respectfully request that the contract with Nelson, Pope & Voorhis, LLC, 70 Maxess Road, Melville, NY 11747, LiRo Architects + Planners, P.C., Three Aerial Way, Syosset, NY 11791, Cameron Engineering & Associates, LLP, 177 Crossways Park Drive, Woodbury, NY 11797, and Cashin, Spinelli & Ferretti, LLC, 801 Motor Parkway, Suite 103, Hauppauge, NY 11788, be continued for the 1st one (1) year extension for the period January 1, 2025 through December 31, 2025.

Services of the Consultant are to be provided as needed in a total amount not to exceed \$500,000.00 annual for the term of this Contract. Funds for the above contract are available through Account Number. PAD B 8020 44800 000 0000.

The Town has reviewed the vendor's disclosure questionnaire and is satisfied that the Town of Oyster Bay Procurement Policy has been fulfilled.

Services of the Consultants are to be provided on an as needed basis. A separate Memorandum Docket and Account No. will be provided at the time actual services are required.


ANGELO A. DELLIGATTI
COMMISSIONER

AAD/dm

WHEREAS, Timothy R. Zike, Deputy Commissioner, Department of Planning and Development, by memorandum dated November 17, 2023, advised that the Department issued a Request for Proposals seeking firms to provide the Department with Consultant Services for Technical Assistance with General Planning Services in the Town of Oyster Bay for the calendar year 2024, commencing January 1, 2024 through December 31, 2024, with an option for two (2) one (1) year extensions; and

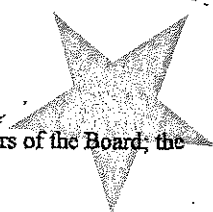
WHEREAS, Deputy Commissioner Zike, by said memorandum, further advised that six (6) responses were received to the Request for Proposals and that the proposals were reviewed in compliance with Guidelines 6 and 9 of the Town's Procurement Policy and in accordance thereof, Deputy Commissioner Zike recommended that this contract be awarded to Nelson, Pope & Voorhis, LLC; LiRo Architects + Planners, P.C.; Cameron Engineering & Associates, LLP and Cashin Spinelli & Ferretti, LLC.; and

WHEREAS, Deputy Commissioner Zike, by said memorandum, further advised that the aforesaid Consultants would assist the Department, as needed, and that individual services performed pursuant to this contract would be submitted to the Board for approval and payment at the time the services are required, and that the proposed vendors' disclosure questionnaires have been reviewed and satisfy the Town's Procurement Policy,

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are accepted, and the aforesaid contract to provide Consultant Services for Technical Assistance with General Planning Services in the Town of Oyster Bay is awarded to Nelson, Pope & Voorhis, LLC, LiRo Architects + Planners, P.C., Cameron Engineering & Associates, LLP and Cashin Spinelli & Ferretti, LLC. for the calendar year 2024, commencing January 1, 2024 through December 31, 2024, with an option for two (2) one (1) year extensions, and the Supervisor, or his designee, is hereby authorized and directed to execute documents accordingly.

#

DRS
REVIEWED BY
OFFICE OF ADMINISTRATION



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

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

WHEREAS, by Resolution No. 889-2023, adopted on December 12, 2023, the Town Board authorized Cashin Spinelli & Ferretti, LLC, to assist the Department of Planning and Development in Evaluating the Structure of Abandoned and Damaged Buildings pursuant to Chapter 246 of the Code of the Town of Oyster Bay for a period from January 1, 2024 through December 31, 2024, with options, at the discretion of the Town, for two (2) one (1) year extensions; and

WHEREAS, Hon. Angelo A. Delligatti, Commissioner, Department of Planning and Development, by memorandum dated October 31, 2024, requested that the Town Board exercise the first one (1) year extension option of the agreement with Cashin Spinelli & Ferretti, LLC to assist the Department of Planning and Development in regard to Technical Assistance with Engineering and Architectural Services, for a period from January 1, 2025 through December 31, 2025 at an amount not to exceed \$25,000.00; and

WHEREAS, Commissioner Delligatti, by said memorandum, advised that the vendors' disclosure questionnaires have been reviewed and the Town is satisfied the Town Procurement Policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and that the Town Board hereby authorizes the exercise of the first one (1) year extension option of the agreement with Cashin Spinelli & Ferretti, LLC to assist the Department of Planning and Development in regard to Technical Assistance with Engineering and Architectural Services, for a period from January 1, 2025 through December 31, 2025 at an amount not to exceed \$25,000.00; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. PAD B 3620 44800 000 0000; and be it further

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

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

Town of Oyster Bay
Inter-Departmental Memo

October 31, 2024

TO: MEMORANDUM DOCKET
FROM: ANGELO A. DELIGATTI, COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT
SUBJECT: CONTRACT EXTENSION
CONSULTANT SERVICE FOR TECHNICAL ASSISTANCE WITH
ENGINEERING AND ARCHITECTURAL SERVICES FOR THE
DEPARTMENT OF PLANNING AND DEVELOPMENT

On December 12, 2023, the Town Board adopted Resolution Number 889-2023 authorizing the Town to enter into an agreement with Cashin Spinelli & Ferretti, LLC, to assist the Department of Planning and Development in Evaluating the Structure of Abandoned and Damaged Buildings pursuant to Chapter 246 of the Town Code of the Town of Oyster Bay for a period from January 1, 2024 through December 31, 2024, with two (2) one (1) year extension options.

In view of the above we hereby respectfully request that the contract with Cashin Spinelli & Ferretti, LLC in regard to Technical Assistance with Engineering and Architectural be continued for the 1st one (1) year extension for the period of January 1, 2025, through December 31, 2025.

Services of the Consultant are to be provided as needed in a total amount not to exceed \$25,000.00 annual for the term of this Contract. Funds for the above contract are available through Account Number. PAD B 3620 44800 000 0000.

The Town has reviewed the vendor's disclosure questionnaire and is satisfied that the Town of Oyster Bay Procurement Policy has been fulfilled.

Should any work be performed pursuant to Chapter 96-13-Reimbursement of survey costs, the Town shall be reimbursed for costs incurred in conducting the survey assessment levied against the parcels of land upon which the survey was performed. Please note the "survey" is a written determination in a report, after an on-site inspection. The consultant will assist the Department of Planning and Development when needed in the inspection of buildings that are abandoned or damaged.



ANGELO A. DELIGATTI
COMMISSIONER

AAD:dm

WHEREAS, Timothy R. Zike, Deputy Commissioner, Department of Planning and Development, by memorandum dated November 17, 2023, advised that the Department issued a Request for Proposals seeking firms to assist with Consulting Services for Technical Assistance with Engineering and Architectural Services within the Town of Oyster Bay, for the calendar year 2024, commencing January 1, 2024 through December 31, 2024; with an option for two (2) one (1) year extensions; and

WHEREAS, Deputy Commissioner Zike, by said memorandum, further advised that in compliance with the Town's Procurement Policy, the proposals received for these services were reviewed in compliance with Guidelines 6 and 9 of the Town's Procurement Policy and in accordance thereof, Deputy Commissioner Zike recommended that this contract be awarded to Cashin Spinelli & Ferretti, LLC., 801 Motor Parkway, Hauppauge, NY 11788 ("Consultant"); and

WHEREAS, Deputy Commissioner Zike, by said memorandum, further advised the Consultant would assist the Department, as needed, in the inspection of abandoned or damaged buildings and pursuant to the Town Code, the cost of the Consultant's inspection and report, in some cases, could be recovered from the property owner via an assessment levied against the parcel, and that the total amount of the contract shall not exceed \$20,000.00 for the initial term or for the extended term, should the option be exercised. Funds are available for the initial contract period in Account No. PAD B 3620 44800 000 0000; and

WHEREAS, Deputy Commissioner Zike, by said memorandum, further advised that the proposed vendor's disclosure questionnaire has been reviewed and has satisfied the Town's Procurement Policy,

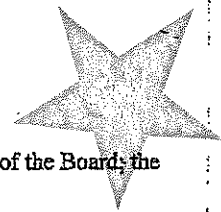
NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the aforesaid contract to provide Consulting Services for Technical Assistance with Engineering and Architectural Services is awarded to Cashin Spinelli & Ferretti, LLC. in an amount not to exceed \$20,000.00 for calendar year 2024, and not to exceed \$20,000.00 in calendar year 2025 should the renewal option be exercised, 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. PAD B 3620 44800 000 0000; 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 \$20,000.00 annually, upon presentation of a duly certified claim, after audit.

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

WHEREAS, by Resolution No. 817-2023, adopted on November 14, 2023, the Town Board authorized MLS Parent Holding, LLC, d/b/a On-Time Court Reporting, Inc., to perform stenographic services for the Zoning Board of Appeals, for a period from January 1, 2024 through December 31, 2024, with an option, at the discretion of the Town, for two (2) one (1) year extensions; and

Reviewed By
Office of Town Attorney

WHEREAS, Hon. Angelo A. Delligatti, Commissioner, Department of Planning and Development, by memorandum dated October 31, 2024, requested that the Town Board exercise the first one (1) year extension option of the agreement with MLS Parent Holding, LLC, d/b/a On-Time Court Reporting, Inc., to perform stenographic services for the Zoning Board of Appeals, for a period from January 1, 2025 through December 31, 2025, for an amount not to exceed \$25,000.00; and

WHEREAS, Commissioner Delligatti, by said memorandum, advised that the vendor's disclosure questionnaire has been reviewed and the Town is satisfied the Town Procurement Policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and that the Town Board hereby authorizes the exercise of the first one (1) year extension option of the agreement with MLS Parent Holding, LLC, d/b/a On-Time Court Reporting, Inc., to perform stenographic services for the Zoning Board of Appeals, for a period from January 1, 2025 through December 31, 2025, for an amount not to exceed \$25,000.00; and be it further

RESOLVED, That the funds for said payment are to be paid from the Account No. PAD B 8010 44120 000 0000; and be it further

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

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

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

Town of Oyster Bay
Inter-Departmental Memo

October 31, 2023

TO: MEMORANDUM DOCKET
FROM: ANGELO A. DELLIGATTI, COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT
SUBJECT: STENOGRAPHIC SERVICES FOR THE ZONING BOARD OF APPEALS
CONTRACT EXTENSION
MLS PARENT HOLDINGS, LLC, d/b/a ON TIME REPORTING

On November 14, 2023, the Town Board adopted Resolution Number. 817-2023 authorizing the Town to enter into an agreement with MLS Parent Holding, LLC., d/b/a On-Time Court Reporting, Inc., to perform stenographic services for the Zoning Board of Appeals for the calendar year 2024 commencing January 1, 2024, through December 31, 2024, with an option for two (2) one (1) year extensions.

In view of the above we hereby respectfully request that the contract with MLS Parent Holdings, LLC, d/b/a On Time Reporting for Stenographic Services be continued for the 1st one (1) year extension for calendar year 2025 commencing January 1, 2025, through December 31, 2025.

The Town has reviewed the vendor's disclosure questionnaire and is satisfied that the Town of Oyster Bay Procurement Policy has been fulfilled.

Authorization for calendar year 2025 will be for a total of \$25,000.00 and these funds will be available in Account No. PAD B 8010 44120 000 0000.



ANGELO A. DELLIGATTI
COMMISSIONER

AAD:dm

WHEREAS, Harold B. Mayer, Jr., Commissioner, Department of Planning and Development, by memorandum dated October 19, 2023, advised that on September 15, 2023, the Department of Planning and Development issued a Request for Proposals ("RFP") for Stenographic Services for the Zoning Board of Appeals Calendar Year 2024; and

WHEREAS, following direct solicitation to several firms with expertise in this field of work, Newsday advertisement and posting of the RFP to the Town's website, three (3) responses were timely received by the Department of Planning and Development; and

WHEREAS, Commissioner Mayer, by said memorandum, stated that after review of the committee's preliminary recommendations pursuant to Guidelines 6 and 9 of the Town of Oyster Bay Procurement Policy, the Department has selected MLS Parent Holding, LLC d/b/a On-Time Reporting, Inc., 263 Brown Street, Mineola, New York to perform Stenographic Services for the Zoning Board of Appeals, for a term commencing January 1, 2024 through December 31, 2024, with an option for two (2) additional one (1) year extensions, at a cost not to exceed \$25,000.00 for calendar year 2024, with funds to be drawn from Account No. PAD B 8010 44120 000 0000; and

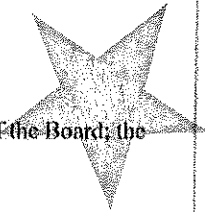
WHEREAS, Commissioner Mayer, by said memorandum, further requested authorization for the Supervisor, or his designee, to enter into an agreement with MLS Parent Holding, LLC d/b/a On-Time Reporting, Inc., for the calendar year 2024, with an option for two (2) one (1) year extensions,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, and the Supervisor, or his designee, is hereby authorized to enter into an agreement with MLS Parent Holding, LLC d/b/a On-Time Reporting, Inc., to perform Stenographic Services for the Zoning Board of Appeals, in an amount not to exceed \$25,000.00 for calendar year 2024, commencing January 1, 2024 through December 31, 2024, with an option for two (2) one (1) year extensions, and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same to On-Time Reporting, Inc., in an amount not to exceed \$25,000.00, upon presentation of a duly certified claim, after audit, and the funds for said payment shall be drawn from Account No. PAD B 8010 44120 000 0000.

-#-

Reviewed By
Office of Town Attorney
Elizabeth D. Dougherty



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

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

WHEREAS, by Resolution No. 676-2023, adopted on December 12, 2023, the Town Board authorized Hera Property Registry, LLC, 1900 S. Harbor City Blvd., Suite 211, Melbourne, Florida 32901, to assist the Department of Planning and Development with creating and maintaining a Mortgage in Default Registry pursuant to Chapter 96 (Dangerous Buildings and Abandoned Buildings) of the Code of the Town of Oyster Bay, for a period from September 13, 2023 through December 31, 2024, with an option, at the discretion of the Town, for two (2) one (1) year extensions; and

Reviewed By
Office of Town Attorney

WHEREAS, Hon. Angelo A. Delligatti, Commissioner, Department of Planning and Development, by memorandum dated October 31, 2024, requested that the Town Board exercise the first one (1) year extension option of the agreement with Hera Property Registry, LLC to assist the Department of Planning and Development with creating and maintaining a Mortgage in Default Registry pursuant to Chapter 96 (Dangerous Buildings and Abandoned Buildings) of the Code of the Town of Oyster Bay, for a period from January 1, 2025 through December 31, 2025; and

WHEREAS, Commissioner Delligatti, by said memorandum, advised that the vendors' disclosure questionnaire has been reviewed and the Town is satisfied the Town Procurement Policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and that the Town Board hereby authorizes the exercise of the first one (1) year extension option of the agreement with Hera Property Registry, LLC to assist the Department of Planning and Development with creating and maintaining a Mortgage in Default Registry pursuant to Chapter 96 (Dangerous Buildings and Abandoned Buildings) of the Code of the Town of Oyster Bay, for a period from January 1, 2025 through December 31, 2025; and be it further

RESOLVED, That the services of the consultant are to be paid from the fees collected by the consultant on behalf of the Town, with the balance of the fees being forward to the Town on a monthly basis; and be it further

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

-#-

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

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

TOWN OF OYSTER BAY

Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: ANGELO A. DELLIGATTI, COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT

DATE: OCTOBER 31, 2024

SUBJECT: CONTRACT EXTENSION
FOR ASSISTANCE WITH CREATING AND MAINTAINING A
MORTGAGE IN DEFAULT REGISTRY FOR THE
TOWN OF OYSTER BAY
DEPARTMENT OF PLANNING AND DEVELOPMENT

On September 12, 2023, the Town Board adopted Resolution Number. 676-2023 authorizing the Town to enter into an agreement with Hera Property Registry, LLC, to assist the Department of Planning and Development with Creating and Maintaining a Mortgage in Default Registry pursuant to Chapter 96 (Dangerous Buildings and Abandoned Buildings) of the code of Oyster Bay, for a period from September 13, 2023 through December 31, 2024, with two (2) one (1) year extension options.

In view of the above we hereby respectfully request that the contract with Hera Property Registry, LLC at 1900 S. Harbor City Blvd., Suite 211, Melbourne, FL 32901 be continued for the 1st one (1) year extension for the period January 1, 2025, through December 31, 2025.

The Town has reviewed the vendor's disclosure questionnaire and is satisfied that the Town of Oyster Bay Procurement Policy has been fulfilled.

Services of the consultant are to be paid from the fees collected by the consultant on behalf of the Town with the balance of the fees being forwarded to the Town on a monthly basis.


ANGELO A. DELLIGATTI
COMMISSIONER

AAD/dm
Encls.

7/15
Revised By
Office of Town Attorney
Ralph P. Hady

WHEREAS, Timothy R. Zike, Deputy Commissioner, Department of Planning and Development, by memoranda dated August 28, 2023 and August 31, 2023, advised that the Department issued a Request for Proposals ("RFP") for firms to assist the Town in creating and maintaining a Mortgage Default Registry, pursuant to the Code of the Town of Oyster Bay, Part II, "General Legislation", Chapter 96, "Dangerous Buildings and Abandoned Buildings", Section 96-21, "Registration of Real Property with Mortgage-in-Default", for the period commencing September 13, 2023 through December 31, 2024, with two (2) one (1) year extension options, with said options to be exercised by the parties to said Agreement, at their discretion; and

WHEREAS, Deputy Commissioner Zike, by said memoranda, further advised, that in accordance with Guidelines 6(a) and 6(c) of the Town of Oyster Bay Procurement Policy, said RFP was sent to two (2) firms, placed on the Town website and bulletin boards, and advertised in Newsday, resulting in the receipt of two (2) proposals submitted to the Town; and

WHEREAS, Deputy Commissioner Zike, by said memoranda, further advised that the Office of the Town Attorney, by memorandum dated August 11, 2023, issued an opinion that the Department's efforts with respect to this RFP were in compliance with the Town's Procurement Policy; and

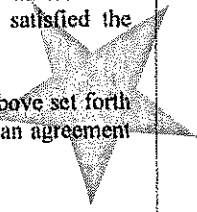
WHEREAS, Deputy Commissioner Zike, by said memoranda, further advised, that following an internal, departmental committee review, evaluation, and rating of the said two (2) responses by an RFP committee, and in accordance with the requirements of Guidelines 6 and 9 of the Town's Procurement Policy, the Department selected the firm of Hera Property Registry LLC, 1900 South Harbor City Boulevard, Suite No. 211, Melbourne, Florida 32901; and

WHEREAS, Deputy Commissioner Zike, by said memoranda, requested that the Town Board authorize the Town to enter into an agreement with Hera Property Registry, to assist the Town in creating and maintaining a Mortgage Default Registry, for the period commencing September 13, 2023 through December 31, 2024, with two (2) one (1) year extension options, with said options to be exercised at the by parties to said Agreement, at their discretion; and

WHEREAS, Deputy Commissioner Zike, by said memoranda, further requested, that the Town Board authorize the Town Supervisor, and/or his designee, to execute said Agreement, as negotiated; and

WHEREAS, Deputy Commissioner Zike, by said memoranda, further advised that the Town has reviewed the proposed vendor's disclosure questionnaire, and is satisfied the provisions of the Town of Oyster Bay Procurement Policy have been fulfilled,

NOW THEREFORE BE IT RESOLVED, that the requests as hereinabove set forth are approved, and that the Town of Oyster Bay is hereby authorized to enter into an agreement



WHEREAS, by Resolution No. 932-2023, adopted on December 12, 2023, the Town Board authorized Cashin Associates, P.C., 1200 Veterans Memorial Highway, Hauppauge, New York 11788, LiRo Engineers, Inc, Three Aerial Way, Syosset, New York 11791, and CTC Media Group, Inc., 1202 Pollock Street, New Bern, North Carolina 28560 to perform technical consulting for a period from January 1, 2024 through December 31, 2024, with options, at the discretion of the Town, for two (2) one (1) year extensions; and

WHEREAS, Hon. Angelo A. Delligatti, Commissioner, Department of Planning and Development, by memorandum dated October 31, 2024, requested that the Town Board exercise the first one (1) year extension option of each agreement with Cashin Associates, P.C., LiRo Engineers, Inc., and CTC Media Group, Inc. to assist the Department of Planning and Development with technical consulting for a period from January 1, 2025 through December 31, 2025; and

WHEREAS, Commissioner Delligatti, by said memorandum, advised that the vendors' disclosure questionnaires have been reviewed and the Town is satisfied the Town Procurement Policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and that the Town Board hereby authorizes the exercise of the first one (1) year extension option of the agreements with Cashin Associates, P.C., LiRo Engineers, Inc. and CTC Media Group, Inc. to assist the Department of Planning and Development with technical consulting for a period from January 1, 2025 through December 31, 2025; and be it further

RESOLVED, That the consultants will be paid from an escrow account held by the Town with monies deposited by applicants; and be it further

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

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Reviewed By
Office of Town Attorney



Town of Oyster Bay
Inter-Departmental Memo

October 31, 2024

TO: MEMORANDUM DOCKET
FROM: ANGELO A. DELIGATTI, COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT
SUBJECT: CONTRACT EXTENSION
TELECOMMUNICATIONS FACILITIES CONSULTANTS
FOR THE TOWN OF OYSTER BAY
DEPARTMENT OF PLANNING AND DEVELOPMENT

On December 12, 2023, the Town Board adopted Resolution Number 932-2023 authorizing the Town to enter into an agreement with Cashin Associates, P.C., 1200 Veterans Memorial Highway, Hauppauge, NY 11788, LiRo Engineers, Inc, Three Aerial Way, Syosset, NY 11791, CTC Media Group, Inc., 1202 Pollock Street, New Bern, NC 28560 to perform technical consulting for a term commencing January 1, 2024 through December 31, 2024 with an option to extend this agreement for two (2) one (1) year renewal periods.

In view of the above we hereby respectfully request that the contracts with Cashin Associates, P.C., LiRo Engineers, Inc., and CTC Media Group, Inc. regarding technical consulting be continued for the 1st one (1) year extension for the period of January 1, 2025, through December 31, 2025.

It should be noted that the consultants will be paid from an escrow account held by the Town with monies deposited by applicants. Payments will be made by the Town Comptroller's Office after review and approval by the Department of Planning and Development and the audit by the Comptroller's Office of the claim form submitted by the consultant.

The Town has reviewed the vendor's disclosure questionnaire and is satisfied that the Town of Oyster Bay Procurement Policy has been fulfilled.

Therefore, it is respectfully requested that the Town Board authorize the Town to enter into an agreement as negotiated and attached and further authorize the Supervisor and/or his designee to execute said agreements.



ANGELO A. DELIGATTI
COMMISSIONER

AAD:dm

WHEREAS, Timothy R. Zike, Deputy Commissioner, Department of Planning and Development, by memoranda dated November 27, 2023 and December 4, 2023, advised that on October 4, 2023, the Department of Planning and Development issued a Request for Proposals ("RFP") in connection with the procurement of a telecommunications facilities consultants; and.

WHEREAS, Deputy Commissioner Zike, by said memoranda, further advised that the Department of Planning and Development received five (5) responses that were reviewed and evaluated in accordance with the Town's Procurement Policy, based on the technical merits of the response; and

WHEREAS, following review of the RFP responses, Deputy Commissioner Zike, by said memoranda, requested that the Town Board authorize the retention of Cashin Associates, P.C., 1200 Veterans Memorial Highway, Hauppauge, New York 11788, LiRo Engineers, Inc., Three Aerial Way, Syosset, New York 11791, and CTC Media Group, Inc., 1202 Pollock Street, New Bern, North Carolina 28560, to perform technical consulting for a term commencing January 1, 2024 through December 31, 2024, with an option to extend this agreement for two (2) one (1) year renewal periods; and

WHEREAS, Deputy Commissioner Zike, by said memoranda, further requested that the Town Board authorize the Town to enter into an agreement with Cashin Associates, P.C., LiRo Engineers, Inc., and CTC Media Group, Inc., as negotiated and attached, and further authorize the Supervisor or his designee to execute said agreement; and

WHEREAS, Deputy Commissioner Zike, by said memoranda, further requested that all telecommunications facilities consultants will be paid from an escrow account held by the Town with monies deposited by applicants. Payment will be made by the Town Comptroller's Office after review and approval by the Department of Planning and Development and an audit by the Comptroller's Office of the claim form submitted by the consultants; and

WHEREAS, the Town has reviewed the vendors' disclosure questionnaires and is satisfied that the Town of Oyster Bay Procurement Policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted, and the Supervisor or his designee, is hereby authorized to execute an agreement with Cashin Associates, P.C., LiRo Engineers, Inc., and CTC Media Group, Inc., for the purpose of providing telecommunications facilities consulting services for a term commencing on January 1, 2024 through and including December 31, 2024, with an option to extend this agreement for two (2) one (1) year renewal periods, and be it further

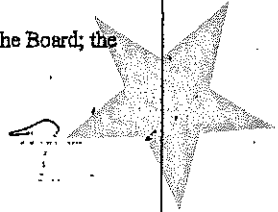
RESOLVED, That the Office of the Comptroller is hereby authorized and directed to make payment for expenses incurred in connection with such telecommunications consulting services, with funds to be drawn from a trust account to be established that will be funded by telecommunications applicants, upon submission of a duly certified claim, after audit.

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

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

REVIEWED BY
OFFICE OF TOWN ATTORNEY



WHEREAS, by Resolution No. 866-2023, adopted on December 12, 2023, the Town Board authorized Nelson, Pope & Voorhis, LLC, to assist the Department of Planning and Development in reviewing site plans submitted by applicants pursuant to Chapter 246 of the Code of the Town of Oyster Bay for a period from January 1, 2024 through December 31, 2024, with an option, at the discretion of the Town, for two (2) one (1) year extensions; and

WHEREAS, Hon. Angelo A. Delligatti, Commissioner, Department of Planning and Development, by memorandum dated October 31, 2024, requested that the Town Board exercise the first one (1) year extension option of the agreement to assist the Department of Planning and Development in reviewing site plans submitted by applicants pursuant to Chapter 246 of the Town Code of the Town of Oyster Bay for a period from January 1, 2025 through December 31, 2025; and

WHEREAS, Commissioner Delligatti, by said memorandum, advised that the vendor's disclosure questionnaire has been reviewed and the Town is satisfied the Town Procurement Policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and that the Town Board hereby authorizes the exercise of the first one (1) year extension option of the agreement with Nelson, Pope & Voorhis, LLC, to assist the Department of Planning and Development in reviewing site plans submitted by applicants pursuant to Chapter 246 of the Town Code of the Town of Oyster Bay for a period from January 1, 2025 through December 31, 2025, for the first extension term; and be it further

RESOLVED, That the funds for said payment shall be drawn from an escrow account held by the Town with monies deposited by applicants; and be it further

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

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

Town of Oyster Bay
Inter-Departmental Memo

October 31, 2024


TO: MEMORANDUM DOCKET
FROM: ANGELO A. DELLIGATTI, COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT
SUBJECT: PLANNING CONSULTANT SERVICES
CONTRACT EXTENSION
NELSON, POPE & VOORHIS, LLC.

On December 12, 2023, the Town Board adopted Resolution Number. 866-2023 authorizing the Town to enter into an agreement with Nelson, Pope & Voorhis, LLC, to assist the Department of Planning and Development in reviewing site plans submitted by applicants pursuant to Chapter 246 of the Town Code of the Town of Oyster Bay for a period from January 1, 2024, through December 31, 2024, with two (2) one (1) year extension options.

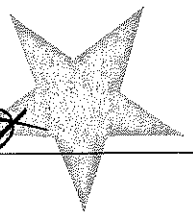
In view of the above we hereby respectfully request that the contract with Nelson, Pope & Voorhis, LLC in regard to Planning Consultant Services be continued for the 1st one (1) year extension for the period of January 1, 2025, through December 31, 2025.

The Town has reviewed the vendor's disclosure questionnaire and is satisfied that the Town of Oyster Bay Procurement Policy has been fulfilled.

Services of the Consultant will be paid from an escrow account held by the Town with monies deposited by applicants. Payments will be paid by the Town Comptroller after review and approval by the Department of Planning and Development and audit by the Comptroller's Office of the claim form submitted by the consultant.



ANGELO A. DELLIGATTI
COMMISSIONER



AAD:dm

APV
Reviewed By
Office of Town Attorney
Ralph P. Healey

WHEREAS, Timothy R. Zike, Deputy Commissioner, Department of Planning and Development, by memorandum dated November 8, 2023, advised that on September 18, 2023, in accordance with the Town of Oyster Bay Procurement Policy, the Department published a Request For Proposals (RFP) in Newsday, a newspaper of general circulation, and posted said RFP on the official website of the Town of Oyster Bay ("Doing Business with the Town"), for Planning Consulting Services, to assist the Department with the review of site plans submitted by applicants, pursuant to the requirements of the Code of the Town of Oyster Bay; Part II, "General Legislation", Chapter 246, "Zoning", Section 246-6, "Site Plan Review", for a period of one (1) calendar year, commencing from January 1, 2024 through December 31, 2024, with two (2) one (1) year extension options to be exercised upon the sole discretion of the Town Board of the Town of Oyster Bay; and

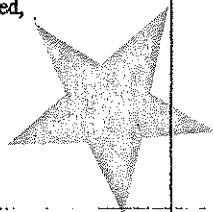
WHEREAS, Deputy Commissioner Zike, by said memorandum, further advised that the Department of Planning and Development received a total of seven (7) responses to the RFP, and by internal committee, reviewed said responses in compliance with Guidelines 6 and 9 of the Town of Oyster Bay Procurement Policy; and

WHEREAS, Deputy Commissioner Zike, by said memorandum, requested and recommended that the Town Board authorize the Town Supervisor, or his designee, to execute an agreement, as negotiated and approved by the Office of the Town Attorney, with the firm of Nelson, Pope & Voorhis, LLC, 70 Maxess Road, Melville, New York 11747, to perform Planning Consultant Services, and to assist the Department of Planning & Development with the review of site plans submitted by applicants, pursuant to the requirements of the Code of the Town of Oyster Bay; Part II, "General Legislation", Chapter 246, "Zoning", Section 246-6, "Site Plan Review", for a period of one (1) calendar year, commencing from January 1, 2024 through December 31, 2024, with two (2) one (1) year extension options to be exercised upon the sole discretion of the Town Board of the Town of Oyster Bay; and

WHEREAS, Deputy Commissioner Zike, by said memorandum, further advised that Nelson, Pope, & Voorhis, LLC, shall be paid from a Town-held escrow account with monies deposited by site plan applicants, following a Department review and approval of all claim forms submitted by said consultant; and

WHEREAS, Deputy Commissioner Zike, by said memorandum, further advised that the Town Comptroller be authorized and directed to make payment for same, upon the submission of duly certified claims, by Nelson, Pope & Voorhis, LLC, after audit; and

WHEREAS, Deputy Commissioner Zike, by said memorandum, further advised that the Town has reviewed the proposed vendor's disclosure questionnaire, and has been satisfied that the requirements of the Town of Oyster Bay Procurement Policy have been fulfilled,



WHEREAS, by Resolution No. 727-2023, adopted on October 3, 2023, the Town Board authorized COMPLY Corporation to assist the Department of Human Resources with Department of Transportation and non-Department of Transportation Drug and Alcohol Testing of Town Employees, for a period from October 1, 2023 through December 31, 2024, with options, for two (2) one (1) year extensions; and

WHEREAS, Hon. John Canning, Commissioner, Department of Human Resources, by memorandum dated November 1, 2024, requested that the Town Board exercise the first one (1) year extension option of the agreement with COMPLY Corporation to assist the Department of Human Resources with Department of Transportation and non-Department of Transportation Drug and Alcohol Testing of Town Employees, for a period from January 1, 2025 through December 31, 2025, in an amount not to exceed \$25,6500.00. The Department of Human Resources requested and recommended an increase the original request for fees from \$25,000.00 to \$25,650.00 to include a \$650.00 fee for COMPLY Corporation to manage the required Clearinghouse; and

REVIEWED BY
OFFICE OF TOWN ATTORNEY

WHEREAS, Commissioner Canning, by said memorandum, advised that the vendor's disclosure questionnaire has been reviewed and the Town is satisfied the Town Procurement Policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the requests and recommendations as hereinabove set forth are hereby excepted and approved, and that the Town Board hereby authorizes the exercise of the first one (1) year extension option of the agreement with COMPLY Corporation to assist the Department of Human Resources with Department of Transportation and non-Department of Transportation Drug and Alcohol testing of Town Employees, for a period from January 1, 2025 through December 31, 2025, in an amount not to exceed \$25,650.00 annual, including the \$650 fee for managing the Clearinghouse, for the first extension term; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. TWN AMS 1910 43020 603 0000 000; and be it further

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

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

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

Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: John Canning
Commissioner of Human Resources

DATE: November 1, 2024

SUBJECT: DOT and non-DOT Drug & Alcohol Testing

Resolution No. 727-2023, adopted on October 3, 2023, authorized the Department of Human Resources to award the contract for Department of Transportation ("DOT") and Non-Department of Transportation ("Non-DOT") Drug and Alcohol Testing of Town Employees to COMPLY Corporation, 105 Maxess Road, Suite 124, Melville New York 11747, for a period commencing October 1, 2023 through December 31, 2024, with two one (1) year extension options, in an amount not to exceed \$25,000 per year.

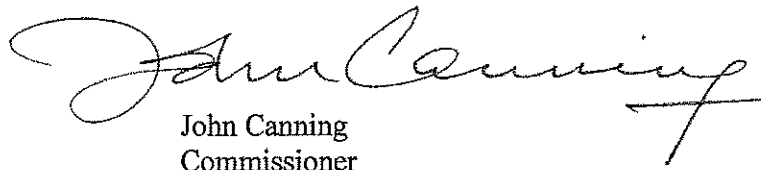
The Federal Motor Carrier Safety Administration has instituted a DOT Drug and Alcohol Clearinghouse that tracks all drivers with a Commercial Driver's License (CDL) when there is a report of a positive drug or alcohol test. The Town of Oyster Bay is required to register all of the CDL drivers in this Clearinghouse. Comply Corporation will be managing all reporting to the Clearinghouse. The cost to register for 500 queries with the Clearinghouse is \$625.00 per year. Comply Corporation has proposed to do the reporting to the Clearinghouse on behalf of the Town of Oyster Bay for a fee of \$650 per year.

The Department of Human Resources has received a letter of intent from Comply Corporation to continue to administer the DOT and non-DOT Drug & Alcohol Testing for the 2025 calendar year. The proposed vendor's questionnaire has been reviewed and satisfied the Town's Procurement Policy and in accordance with Guideline 6 and 9 of the Town of Oyster Bay Procurement Policy, this department is requesting that the Town Board authorize the Supervisor, or his designee, to execute the one-year extension of the Agreement between the Town of Oyster Bay and Comply Inc commencing January 1, 2025 through December 31, 2025. The Department of Human Resources would like to increase the original request for fees from \$25,000 to \$25,650 to include the \$650 fee for managing the Clearinghouse. The funds for these payments shall be drawn from Account No. TWN AMS 1910 43020 603 0000 000. The vendor's disclosure questionnaire has been reviewed and satisfies the Town's procurement policy.

The Department of Human Resources further requests that the Town Board authorize (i) payment to the Federal Motor Carrier Safety Administration to register for 500 queries for the DOT Clearinghouse in the amount of \$625; and (ii) the Supervisor, or his designee, to execute any documents or agreements with Comply Corporation, allowing them to act as agent for the Town of Oyster Bay in managing the Clearinghouse.

Kindly place this matter on the docket for the action calendar for the November 19, 2024 Town Board meeting.

DEPARTMENT OF HUMAN RESOURCES


John Canning
Commissioner



COMPLY® Corporation
105 Maxess Road
Suite 124
Melville, NY 11747
(631) 643-0500 • 643-0807 Fax

www.complycorp.com

October 10, 2024

Ms. Vicki Spinelli
Deputy Commissioner of HR
Town of Oyster Bay
54 Audrey Ave.
Oyster Bay, NY 11771

RE: Employee Drug & Alcohol Testing Services per OTETA 1991
Calendar Year 2025

Dear Ms. Spinelli

This letter will serve as official notification that *COMPLY Corporation* would like to exercise the option to provide drug and alcohol testing services to the TOWN OF OYSTER BAY for the second year of the three (3) year existing contract for the calendar year 2025.

COMPLY agrees to provide services at the previously approved fee structure -- which is detailed in the Agreement for Services accepted and signed in October 2023 by the Town of Oyster Bay.

Thank you for relying on *COMPLY* for your US-DOT compliant Drug and Alcohol Testing requirements; we look forward to continuing to provide the expert level of service TOWN OF OYSTER BAY has come to expect.

Please call if you have any questions or if you require any additional information.

Sincerely,

David Jacovsky
Pres. / Prog. Dir.

D:\rc

TOB2Soption.doc



Exhibit "A"

- DRUG AND ALCOHOL TEST FEE SCHEDULE -
10/1/23-12/31/24, 2025, 2026

1. Drug Testing - Urine Specimen Collections, Overnight Shipment, and Lab Analyses, with MRO review.
 Administered according to US-DOT protocol for pre-employment, random, reasonable suspicion, post accident, return-to-duty, or follow-up tests.

• **On Site (at TOB Facility) - with advance scheduled appointment**

DOT/Non-DOT	# of drug tests/service call	CALENDAR YEAR		
		10/1/23-12/31/24	2025	2026
DOT/Non-DOT	1 - 3 tests (NIDA-5 panel)*	\$ 55.00 / test	→ → → → →	\$ 55.00 / test
DOT/Non-DOT	4+ tests (NIDA-5 panel)*	\$ 52.00 / test	→ → → → →	\$ 52.00 / test
Non-DOT	1+ (7, 9 or 10 panel)*	\$ 70.00 / test	→ → → → →	\$ 70.00 / test

• **No additional charge for:**

- express / overnight specimen shipment (to US-DHHS / NIDA lab).
- adulterant / validity panel (Impedes specimen substitution / tampering)
- or confirmation tests
- male techs. for DOT mandatory Direct Observation drug tests

*(all Return-to-Duty & Follow-Up tests must be DO since August 31, 2009)
 ... or for On-Site (at YOUR SITE) testing.

2. Alcohol Testing - Evidential Breath Test (EBT) /Breath Alcohol Tests
 Administered according to US - DOT protocol (using an US-DOT approved device) for pre-employment, random, reasonable suspicion, post accident, return-to-duty, or follow-up tests.

• **On Site (at TOB Facility) - with advance scheduled appointment**

# of alcohol tests per service call	CALENDAR YEAR		
	10/1/23-12/31/24	2025	2026
1 - 3 tests	\$ 35.00 / test	→ → → → →	\$ 35.00 / test
4 + tests	\$ 32.00 / test	→ → → → →	\$ 32.00 / test

• **No additional charge for:**

Breath Alcohol confirmation tests

...or for On-Site (at YOUR SITE) testing.

* **IMPORTANT NOTE:** Any unanticipated vendor increases (laboratory, MRO, etc.) due to regulatory changes, unforeseeable market conditions, etc. beyond the control of COMPLY® CORPORATION, may cause adjustments to fees in 2025 or 2026

- ANCILLARY FEES -

- Employee Database - Set Up Fee (initial one time fee)..... \$ n/a
- Emergency Response Incidents (portal to portal) \$75.00/hr.
(for post accident, fitness-for-duty, for cause, etc. with 2 hour on-site service, 2 hour minimum)
- Waiting Time \$60.00/hr.
(following 20 minute "grace" period)
- Service Charge for less than 3 billable tests per appointment..... \$50.00
- FMCSA Clearinghouse Management \$650.00
(includes pre-employment queries, violation reports, annual limited queries on all current employees. Does not include the purchase of the query package, which need to be purchased by the town directly from the DOT, per regulations, at \$1.25 each)
- Litigation Package, Split specimen testing at cost*
- Expert Testimony (per hour)..... at cost*
- Travel expenses (vendor personnel only; if required)..... at cost*
- Supervisor Training US-DOT compliant - (at Comply site; 1-2 per seminar) no chg.
- Supervisor Training US-DOT compliant - (private seminar at TOB site) \$ 160.00/hr.
- Supervisor Training Non-DOT - (private seminar at TOB site) \$ 160.00/hr.
- Policy Development and Consultation
 - By Phone \$160.00/hr
 - In Person \$200.00/hr
 - ½ Day (flat fee) \$700.00
 - Full Day (flat fee)..... \$1325.00
- Expert Required Reporting no chg.

No charge for required monthly, quarterly, and annual reports; and / or amendments, revisions, and other news involving the DOT regulations.

* Fees for these services vary by laboratory; Comply® will invoice at cost.

Joe Carbone

From: cust-serv , <cust-serv@complycorp.com>
Sent: Friday, October 4, 2024 9:20 AM
To: Joe Carbone
Subject: Comply Corp. clearinghouse management fee

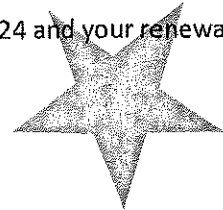
CAUTION: This email originated from outside of our organization! Do not click links, open attachments or reply, unless you recognize the sender's email address and know the content is safe!

Hi Joe

The annual fee for Comply Corp. to manage the Clearinghouse (CH) for the town is \$650 (this does not include the purchase of the query package the town will need to purchase directly from the DOT through the clearinghouse website).

This fee is based on calendar year due to the fact that annual queries must be conducted every year on all current employees.

If you choose to have Comply Corp. manage the CH for the town the current fee would cover 2024 and your renewal fee would be submitted in January 2025.



If you have any questions please do not hesitate to contact us.

Please confirm receipt.

Thank you.

Renee / Dir. Customer Service

COMPLY Corporation

631-643-0500 Tel

631-643-0807 Fax

cust-serv@complycorp.com





COMPLY
Your Substance Abuse Testing Resource

COMPLY® Corporation
105 Maxess Road
Suite 124
Melville, NY 11747
(631) 643-0500 • 643-0807 Fax

www.complycorp.com

***** Agreement for Services *****

This agreement is made by and between COMPLY, Inc., referred to as COMPLY, with its principal place of business at 105 Maxess Road, Suite 124, Melville, NY 11747 and TOWN OF OYSTER BAY referred to as CUSTOMER,

(full company name)

with its principal place of business at: 54 Audrey Ave., Oyster Bay, NY 11771

Phone No.: _____ Contact Person: _____

**US-DOT / FMCSA COMPLIANT
DRUG AND ALCOHOL CLEARINGHOUSE - CONSULTATION SERVICE AGREEMENT**

1. **Scope of Services:** COMPLY® Corp. shall provide relevant consultation, a policy amendment, and perform the following services related to CUSTOMER's compliance with FMCSA Clearinghouse, in conjunction with and as an agent for CUSTOMER. CUSTOMER understands that COMPLY is only an agent for CUSTOMER and the ultimate responsibility for Clearinghouse compliance rests with the CUSTOMER.

- a. **Queries:** COMPLY will conduct one (1) limited annual query on behalf of CUSTOMER for all CDL drivers then employed by CUSTOMER, at CUSTOMER anniversary date. COMPLY will conduct full queries on behalf of CUSTOMER as necessary, after CUSTOMER obtains proper consent from each employee/applicant. CUSTOMER is responsible for maintaining sufficient limited queries in its account to enable COMPLY to conduct timely queries on behalf of CUSTOMER, and obtaining proper consent prior to COMPLY conducting any required full queries.
- b. **Violations:** COMPLY will report violations of CUSTOMER's employees to the Clearinghouse for alcohol tests, and ensure that the MRO (Medical Review Officer) reports violations of CUSTOMER's employees for drug tests, or COMPLY will report drug test violations as well.

2. **Town of Oyster Bay Annual Fee - \$650/year**
Annual fee renews January 1st of every year.
FMCSA Query Plan not included - Query plans must be purchased by the Town of Oyster Bay directly from the DOT.

- 3. **Term:** This contract shall be for a term of one (1) year commencing January 1, 2024, and shall automatically renew for additional consecutive terms of one (1) year, unless terminated pursuant to section 3.
- 4. **Termination:** Either party may terminate this contract at any time, upon sixty (60) days prior written notice to the other party.
- 5. **Changes:** Any changes to this Agreement shall be made in writing, by mutual consent of both parties.
- 6. **Hold Harmless and Indemnification:** Each party shall be responsible for any and all claims, liabilities, damages or judgments which may arise as a result of their own negligence or intentional wrongdoing. Each party shall hold harmless and indemnify the other party against any such claims, liabilities, damages or judgments which may be asserted against any and all losses, claims, damages, liabilities and expenses (including, without limitation, reasonable attorney's fees) based upon, arising out of or attributable to any acts or omissions arising from vend or's performance hereunder.

BY SIGNING BELOW, the parties hereto have executed this agreement:

CUSTOMER (sign below):

Full Company Name

Signature of Authorized Official

Print Name and Title

Date

/ COMPLY®, Inc. (to sign below):

Signature of Authorized Official

/ DAVID JACOVSKY, M.D.
Print Name and Title

/ 10/9/2024
Date

* Kindly return the original, signed contract to COMPLY®, Inc. with a company check for the amount indicated depending upon the plan selected. We will return a copy of the signed and executed contract for your records.

Federal Motor Carrier Safety Administration

DRUG & ALCOHOL CLEARINGHOUSE

- Record
- Consent
- Query
- Safety

QUERY PLANS

QUERY PLAN BUNDLES

\$1.25

Flat per query rate
(limited or full)

- ✓ Flat per query rate (\$1.25), for limited and full queries
- ✓ Bundles customized to meet your business needs and never expire
- ✓ Options are available for high-volume users, see: <https://clearinghouse.fmcsa.dot.gov/Query/Unlimited>

To purchase a query plan, employers must be registered and logged in to their Clearinghouse accounts.

Query plans may be purchased from the FMCSA Clearinghouse only.

Query Bundle	Plan Cost
1	\$1.25
2	\$2.50
3	\$3.75
4	\$5.00
5	\$6.25
10	\$12.50
20	\$25.00
50	\$62.50
100	\$125.00
150	\$187.50
200	\$250.00
300	\$375.00
500	\$625.00
1,000	\$1,250.00
1,500	\$1,875.00
2,000	\$2,500.00
2,500	\$3,125.00
5,000	\$6,250.00
7,500	\$9,375.00

Purchasing a query plan enables employers, and their designated consortia/third-party administrators (C/TPAs), to conduct queries on prospective and current drivers in the Clearinghouse.

About Queries

A query is an electronic check in the Clearinghouse, conducted by an employer or their designated C/TPA, to determine if current or prospective employees are prohibited from performing safety-sensitive functions, such as operating a commercial motor vehicle (CMV), due to unresolved drug and alcohol program violations.

There are two types of queries:

- **LIMITED QUERIES** check for the presence of information in the queried driver's Clearinghouse record. Driver consent is obtained outside the Clearinghouse.
- **FULL QUERIES** disclose to employers and designated C/TPAs detailed information about any resolved or unresolved violations in a driver's Clearinghouse record.

If a limited query returns a result that there is information recorded in the Clearinghouse about the queried driver, and the employer follows up with a full query to access the detailed violation information, the employer will only be charged once for both queries.

Questions?

Email: clearinghouse@dot.gov

Web: <https://clearinghouse.fmcsa.dot.gov>

Why do I need to purchase a query plan?

Employers are charged a fee for conducting queries in the Clearinghouse. Employers must purchase a query plan to ensure they or their designated C/TPAs can conduct queries. C/TPAs cannot purchase queries on behalf of employers.

Note: Working with a C/TPA to manage a drug and alcohol testing program is a requirement of all owner-operators.

The Clearinghouse final rule requires that employers conduct queries:

- As part of any pre-employment driver investigation.
- At least annually for every CDL driver currently employed.

Which query plan is right for me?

The query bundle you purchase will depend on the number of queries you will need to conduct.

Not sure how many queries you will need to conduct?

Select a query bundle large enough to cover the number of CDL drivers you currently employ. You can purchase additional plans as needed.

WHEREAS, John W. Canning, Esq., Commissioner, Department of Human Resources, by memoranda dated September 18, 2023, and September 25, 2023, advised that the Department of Human Resources issued a Request for Proposals for firms to provide non-DOT and US-DOT employee drug and alcohol testing services for Town employees who possess a commercial driver's license, and who are covered specifically under the Federal Highway Administration (FHA) Regulations, 49 CFR Part 382, whereupon the Request for Proposals was distributed to multiple firms, posted on the Town's Website, and attached to the Town bulletin boards; and

WHEREAS, in response to said Request for Proposals, three (3) responses were received timely by the Department of Human Resources; and

WHEREAS, after review of the three (3) responses by the Department of Human Resources, and in compliance with Guidelines 6 and 9 of the Town of Oyster Bay Procurement Policy, as well as the criteria set forth in the Request for Proposals, Commissioner Canning, by said memoranda, requested and recommended that the Town Board authorize the Town Supervisor, and/or his designee, to enter into, and to execute, an agreement with COMPLY Corporation, 105 Maxess Road, Suite 124, Melville, New York 11747, to provide non-DOT and US-DOT employee drug and alcohol testing services for Town employees who possess a commercial driver's license, and who are covered specifically under the Federal Highway Administration (FHA) Regulations, 49 CFR Part 382, commencing from October 1, 2023 through December 31, 2024, *nunc pro tunc*, in an amount not to exceed \$25,000.00 in the aggregate for 2023, with two (2) one (1) year extension options to be mutually agreed upon by the parties, not to exceed \$25,000.00 per year; and

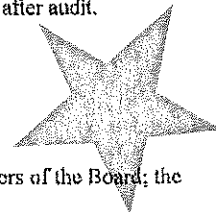
WHEREAS, the Town Board deems it to be in the best interest of the Town to enter into said agreement,

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation as hereinabove set forth are hereby accepted and approved, and the Town Supervisor, and/or his designee, are hereby authorized to enter into, and to execute, an agreement with COMPLY Corporation, to provide non-DOT and US-DOT employee drug and alcohol testing services for Town employees who possess a commercial driver's license, and who are covered specifically under the Federal Highway Administration (FHA) Regulations, 49 CFR Part 382, commencing from October 1, 2023 through December 31, 2024, *nunc pro tunc*, in an amount not to exceed \$25,000.00 in the aggregate for 2023, with two (2) one (1) year extension options to be mutually agreed upon by the parties, not to exceed \$25,000.00 per year; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. TWN AMS 1910 43020 603 0000 000; and be it further

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

-#-



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

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

Reviewed By
Office of Town Attorney
[Signature]

727-2023 extracted backup



COMPLY.
Your Substance Abuse Testing Resource

COMPLY[®] Corporation
105 Maxess Road
Suite 124
Melville, NY 11747
(631) 643-0500 • 643-0807 Fax

www.complycorp.com

Agreement for Services

This agreement is made by and between the Town of Oyster Bay, hereinafter referred to as the Town, with its principal place of business at 29 Spring Street, Oyster Bay, NY 11771, and COMPLY, Inc., referred to as COMPLY Corp. or COMPLY, with its principal place of business at 105 Maxess Road, Suite 124, Melville, NY 11747.

In consideration of the premises and other good and valuable consideration stated below, the Town and COMPLY agree as follows:

Contract Year: Oct. 1, 2023 through December 31, 2024

Year 2 (option): Jan. 1, 2024 through December 31, 2025

Year 3 (option): Jan. 1, 2025 through December 31, 2026

1.01 Services to be Provided by Comply

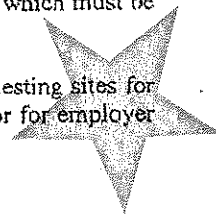
COMPLY Shall:

A. Offer the Town assistance in the implementation, coordination, and administration of a written or updated policy and procedure for drug and/or alcohol testing to be published and shared with employees in accordance with the Department of Transportation (US-DOT) drug and alcohol testing regulations.

B. Provide consultation, training, and educational material to the Town in understanding the requirements of drug and alcohol testing regulations, in implementing the Town policy and procedure and also in recognizing signs or symptoms of drug and alcohol abuse. COMPLY shall also provide the Town with employee assistance program referral information.

C. Assist the Town in the coordination, collection and administration of the data collection requirements of the US-DOT testing regulations, including the specific employee file content as to when an employee was tested, by whom, and whether results were positive or negative, as well as annual data from the testing program which must be maintained and available for the US-DOT, if requested.

D. Coordinate assignment of Town employees to appropriate testing sites for all drug and alcohol testing as required by the US-DOT regulations, and/or for employer policy non-DOT testing.





E. COMPLY shall provide such information, collection personnel and materials (i.e. specimen kits, chain of custody forms, breath alcohol testing equipment, shipping of specimen kits) necessary to complete the collection process, and assistance to the Town as may be necessary to affect U.S. DOT requirements with reference to the Town and its employees. The Town of Oyster Bay will provide personnel to monitor Town employees during random drug and alcohol testing during normal business hours. A Town manager will be available via pager for consultation and assistance in an emergency outside of regular business hours (9:00-5:00 p.m.).

1.02 Drug Testing Services

The Town shall pay COMPLY in accordance with the terms and conditions stated on the attached FEE SCHEDULES, as for each specimen collected from the Town's employees, under the terms of this agreement and in accordance with the US-DOT regulations, and/or for employer policy non-DOT testing, COMPLY shall perform collections on-site at Town facilities or at COMPLY affiliated sites in accordance with applicable US-DOT procedures and each such specimen so collected will be forwarded to a National Institute on Drug Abuse (NIDA) certified laboratory for immunoassay, gas chromatography and mass spectrometry testing in accordance with the current US-DOT regulations and any amendments thereto issued after the signing of this contract. Test results shall be provided by the laboratory to a medical review officer (MRO), in accordance with the regulations, for final determination of any positive test results. The Town and the tested employee shall be provided results only in accordance with and as required by the DOT regulations. COMPLY agrees to keep all data confidential with respect to test results except where permitted by consent or process of a court of proper jurisdiction. COMPLY agrees to provide to the Town all relevant data and information with reference to the samples taken for the Town's employees and all data and incidents associated therewith.

1.03 Alcohol Testing Services

The Town shall pay COMPLY, in accordance with the terms and conditions stated on the attached FEE SCHEDULES, for each test administered to the Town's employees under the terms of this agreement and in accordance with US-DOT regulations, and/or for employer policy non-DOT testing. The alcohol test will be administered by a certified breath alcohol technician (BAT). The BAT shall use an evidential breath testing device (EBT) approved by the National Highway Traffic Safety Administration (NHTSA) as published in a periodical list of approved devices in the Federal Register. The BAT shall adhere to testing procedures, as outlined in the DOT regulations, in order to ensure accuracy, reliability, and confidentiality of test results. COMPLY agrees to keep all data confidential with respect to test results except where permitted by consent or process of a court of proper jurisdiction. COMPLY agrees to provide to the Town all relevant data and information with reference to the samples taken for the Town's employees and all data and incidents associated therewith.



1.04 Contingency Testing

In the event testing conducted on behalf of the Town requires contingency procedures and special handling (e.g. post-accident or reasonable suspicion testing, incidents requiring on-site individual testing, or for any other reason) to comply with DOT regulations, or to comply with the Town's request, the Town shall pay COMPLY in accordance with the terms and conditions stated in the attached FEE SCHEDULE.

1.05 Optional Services

At the Town's option, COMPLY shall provide additional items (Video Tapes, Supervisors Manuals, etc...) at an additional cost to be agreed to by the parties. Such additional items shall become the property of the Town.

1.06 Payment and Fee Schedule of COMPLY Services

A. As to testing services including contingency charges, the Town shall be responsible to pay COMPLY in a timely fashion after audit and approval by the Town Comptroller.

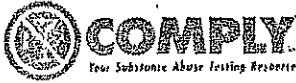
B. As to other services and items on the FEE SCHEDULE, the Town shall be responsible to pay COMPLY, after audit and approval by the Town Comptroller in a timely fashion.

C. Renewal Option for Second and Third year - COMPLY agrees to maintain the fee structure outlined in the attached fee schedules. In the event unforeseen fee increases occur from outside service suppliers during the second and third year of this agreement (i.e. laboratories, MRO service fees, etc...) due to any reason (regulatory changes, market conditions, etc.), COMPLY will provide the Town with the required documentation for review to substantiate said increases (i.e. invoices, receipts) in fees.

2. Representations of the Town

The Town represents that on the last day of each month, or on an as-needed basis, the Town shall notify COMPLY of the name of each new employee hired during the previous month who is subject to the drug and alcohol testing regulations, and the name of each employee previously subject to the drug and alcohol testing regulations who is no longer employed by the Town.

The Town shall fully cooperate with COMPLY and assist COMPLY in requiring employees to appear at appropriate specimen collection sites as and when employees are so instructed to appear by COMPLY. Further, the Town shall otherwise provide full assistance and cooperation to COMPLY in its efforts to provide the services referred to herein and to otherwise assist COMPLY in meeting the US-DOT drug and alcohol testing regulations.



3. Confidentiality

The Town agrees to maintain all information regarding drug and alcohol testing results in a confidential manner and will not disseminate such information to any person without written permission of the individual tested, except that the Town may disseminate the information to comply with the reporting requirements of all regulations issued by the DOT, or to comply with any court order. COMPLY agrees to maintain all Town employees' drug and alcohol testing results in a confidential manner, except upon subpoena or court order and as allowed by US Law and Rules and Regulations. COMPLY agrees to release all information to the Town necessary for all proceedings under New York State Civil Service Law, Sections 71-76 based upon a subpoena by the Town Attorney, as legal counsel for the Designated Employer Representative(s) as authorized by Federal Law and Rules and Regulations.

4. Litigation Support

The Town will assist COMPLY in any litigation brought by, or on behalf of any individual tested by COMPLY on behalf of the Town. Such assistance shall include, without limitation, the production of persons and documents that may be reasonably necessary to help COMPLY in resolving any action or dispute brought by or on behalf of such individual.

5. COMPLY as Independent Contractor

The Town understands and agrees that COMPLY acts as an independent contractor and not as an agent to either the Town, any urine collection service, any testing laboratory or any Medical Review Officer (MRO). COMPLY'S exclusive function hereunder is to facilitate the Town's access to professionally rendered services by companies or persons certified to provide such services and which meet the certification requirements of the DOT drug and alcohol testing regulations.

6. Hold Harmless, Indemnity and Disclaimer

The Town recognizes that COMPLY is only a facilitator of the services to be rendered to the Town herein, and that COMPLY, its agents, directors, officers, servants and employees shall provide all necessary and appropriate data, materials and information as may be needed by the Town and COMPLY agrees to hold the Town harmless, from any errors or omissions or other acts of COMPLY for any loss, costs, delays or expenses, including attorney fees and court fees which the Town may become subject to by nature of the intentional or other acts of COMPLY.



The Town agrees to hold COMPLY harmless for any loss, cost, damage, or expense, including attorney fees which the Town may suffer or incur as a result of any claim brought by third parties, of whatever nature, except for such claims, damages and costs resulting from any actions by COMPLY constituting gross negligence, fraud, willful or unlawful conduct.

7. Termination

This agreement terminates one year after it is approved by the Town of Oyster Bay Town Board, with Year two (2) and Year three (3) as optional. The Town or COMPLY may elect to earlier rescind this agreement by sending to the other a Notice of Intention to Terminate the Agreement 30 days prior to the termination date set forth on such notice via Certified Mail to:

Town of Oyster Bay, Department of Human Resources, 29 Spring Street, Oyster Bay, NY 11771. COMPLY shall have the additional right to terminate this agreement upon 30 days written notice to the Town if any of the following events occur:

- A. The Town's failure to pay any and all outstanding invoices for services rendered upon 30 days written notice.
- B. COMPLY's merger or acquisition.
- C. The failure of either party to perform and comply with any law, agreement or warranty.
- D. The issuance to COMPLY of a P.I.E. determination by the U.S. Department of Transportation or the U.S. Department of Health and Human Services.

Notwithstanding the foregoing, the Town or COMPLY shall have the right to terminate this Agreement for any reason whatsoever upon 60 days written notice to the other party. Upon termination of this agreement by either party, all materials provided by COMPLY including, the COMPLY Implementation Binder (Customer Substance Abuse Prevention Program Binder) all COMPLY forms (including COMPLY furnished blank or unused drug testing custody and control forms), and program administration materials shall be immediately returned to COMPLY, if so provided. Return of program administration materials specifically excludes material provided to the Town for assistance in training or training purposes which is subject and inclusive in the fee outlined in this agreement for training, or additional items which may have been purchased by the Town (e.g. video tapes, Supervisor manuals, etc.).



8. Labor Disputes and Acts of God

Neither the Town nor COMPLY shall be responsible for any failure or delay in performing any of its obligations hereunder if such failure is caused by accident, strike, lockout embargo, act of God, or public enemy, requisition or taking of property, or any other casualty or any cause beyond the ability of either of such parties to control making them not able to perform its obligations under this agreement.

9. Entire Agreement

This agreement embodies the entire agreement between the parties with respect to the transactions contemplated herein, and there have been no agreements, representations or warranties other than those set forth in this agreement.

10. Governing Law

This agreement and the transactions evidenced herein shall be construed and interpreted in accordance with the laws of New York State without regard to principles of conflict of laws.

11. Notices

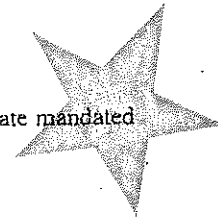
All notices and other communications hereunder shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested (or its equivalent); if to the Town at 29 Spring Street, Oyster Bay, NY 11771, and if to COMPLY, at 105 Maxess Road, Suite 124, Melville, NY 11747, ATT: President. Any party may change its address by providing written notice to the other party complying as to delivery with the terms of this section.

12. Invalidity

If any part of this agreement is found by any judge, justice or Court or hearing officer or arbitrator to be invalid, such invalidity shall not be extended beyond the existence of same. Therefore, the remaining parts thereof shall continue in full force and effect.

13. Workers' Compensation

COMPLY agrees it will effectuate compliance with all New York State mandated workers' compensation and disability insurance laws.





14. Insurance Requirements

COMPLY shall keep and maintain a \$1,000,000.00 liability and errors and omissions insurance policy in effect, with the Town named as an additional insured.

15. Town Living Wage Law

COMPLY will remain compliant with provisions of the Town of Oyster Bay Local Law 4-2001.

16. Compliance with all Legal and Regulatory Laws

COMPLY agrees to comply with all legal and regulatory requirements of the United States of America, New York State, Nassau County, and the Town of Oyster Bay.

17. Compliance with all Anti-Discrimination Requirements

COMPLY agrees that it will be in compliance with all requirements mandated by the New York State Department of Labor and to effectuate all mandated provisions requiring non-discrimination because of race, color, creed, natural origin, or any other legally mandated neutral factor and with the American with Disabilities Act mandates.

18. PIE

COMPLY asserts that it is not currently under investigation or any other action, or subject to a P.I.E., as described in 49 CFR 382 Part 40, and further agrees to notify the Town of any such action or proposed action by the US Government or US-DOT against it. COMPLY will keep the Town reasonably advised and informed of any proposed or adopted changes to the US-DOT Rules and Regulations for the term of this agreement and to do so in a timely fashion.

BY SIGNING BELOW, the parties hereto have executed this agreement:

TOWN OF OYSTER BAY

COMPLY, INC.

[Signature]
Deputy Town Supervisor
Gregory W. Cannon, Jr.
Print Name and Title

[Signature]
Signature of Authorized Official
DAVID JACOVSKY - SAC
Print Name and Title

Dated: 10/12/2023

Dated: 9-15-2023

ATTACHMENTS
Exhibit "A" - Test Fee Schedule
Exhibit "B" - Ancillary Fees
TOB_com_2023.doc 09152023

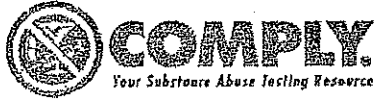


Exhibit "A"

- DRUG AND ALCOHOL TEST FEE SCHEDULE -
10/1/23-12/31/24, 2025, 2026

1. Drug Testing - Urine Specimen Collections, Overnight Shipment, and Lab Analyses, with MRO review. Administered according to US-DOT protocol for pre-employment, random, reasonable suspicion, post accident, return-to-duty, or follow-up tests.

• On Site (at TOB Facility) - with advance scheduled appointment

DOT/Non-DOT	# of drug tests/service call	CALENDAR YEAR		
		10/1/23-12/31/24	2025	2026
DOT/Non-DOT	1 - 3 tests (NIDA-5 panel)*	\$ 55.00 / test	→ → → → →	\$ 55.00 / test
DOT/Non-DOT	4+ tests (NIDA-5 panel)*	\$ 52.00 / test	→ → → → →	\$ 52.00 / test
Non-DOT	1+ (7, 9 or 10 panel)*	\$ 70.00 / test	→ → → → →	\$ 70.00 / test

• No additional charge for:

- express / overnight specimen shipment (to US-DHHS / NIDA lab).
- adulterant / validity panel (impedes specimen substitution / tampering)
- or confirmation tests.
- male techs. for DOT mandatory Direct Observation drug tests

**(all Return-to-Duty & Follow-Up tests must be DO since August 31, 2009)
 ... or for On-Site (at YOUR SITE) testing.*

2. Alcohol Testing - Evidential Breath Test (EBT) /Breath Alcohol Tests
 Administered according to US - DOT protocol (using an US-DOT approved device) for pre-employment, random, reasonable suspicion, post accident, return-to-duty, or follow-up tests.

• On Site (at TOB Facility) - with advance scheduled appointment

# of alcohol tests per service call	CALENDAR YEAR		
	10/1/23-12/31/24	2018	2019
1 - 3 tests	\$ 35.00 / test	→ → → → →	\$ 35.00 / test
4 + tests	\$ 32.00 / test	→ → → → →	\$ 32.00 / test

• No additional charge for:

Breath Alcohol confirmation tests

...or for On-Site (at YOUR SITE) testing.

• **IMPORTANT NOTE:** Any unanticipated vendor increases (laboratory, MRO, etc.) due to regulatory changes, unforeseeable market conditions, etc. beyond the control of COMPLY® CORPORATION, may cause adjustments to fees in 2025 or 2026

- ANCILLARY FEES -

Exhibit "B"

- Employee Database - Set Up Fee (initial one time fee) \$ n/a

- Emergency Response Incidents (portal to portal) \$75.00/hr.
(for post accident, fitness-for-duty, for cause, etc. with 2 hour on-site service, 2 hour minimum)

- Waiting Time \$60.00/hr.
(following 20 minute "grace" period)

- Service Charge for less than 3 billable tests per appointment..... \$50.00

- FMCSA Clearinghouse Management\$650.00
(includes pre-employment queries, violation reports, annual limited queries on all current employees. Does not include the purchase of the query package, which need to be purchased by the town directly from the DOT, per regulations, at \$1.25 each)

- Litigation Package, Split specimen testing at cost*

- Expert Testimony (per hour) at cost*

- Travel expenses (vendor personnel only; if required) : at cost*

- Supervisor Training US-DOT compliant - (at Comply site; 1-2 per seminar).....no chg.

- Supervisor Training US-DOT compliant - (private seminar at TOB site) \$ 160.00/hr.

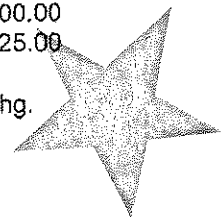
- Supervisor Training Non-DOT - (private seminar at TOB site)..... \$ 160.00/hr.

- Policy Development and Consultation
By Phone.....\$160.00/hr
In Person.....\$200.00/hr
 ½ Day (flat fee).....\$700.00
 Full Day (flat fee):.....\$1325.00

- Expert Required Reporting no chg.

No charge for required monthly, quarterly, and annual reports; and / or amendments, revisions, and other news involving the DOT regulations.

* Fees for these services vary by laboratory; Comply® will invoice at cost.



Client#: 611843

08COMPLCOR

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/17/2023

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

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

PRODUCER McGriff Insurance Services LLC 1825 Barrett Lakes Blvd #320 Kennesaw, GA 30144 770 429-0482	CONTACT NAME: Paula D. Layton PHONE (A/C, H/O, C/M): 770 429-0482 FAX (A/C, H/O, C/M): 8669257122 EMAIL ADDRESS: PDLayton@mcgriff.com
INSURED Comply Inc dba Comply Corporation 105 Maxess Road Suite 124 Melville, NY 11747	INSURER(S) AFFORDING COVERAGE INSURER A: Evanston Insurance (Jencap) NAIC # 35378 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

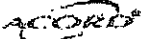
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR TR	TYPE OF INSURANCE	ADDL SVR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER: AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per occurrence) \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					IPER \$ PER STATUTE IOTH \$ PER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional		MKLV2PSM001353	08/08/2023	08/08/2024	\$1,000,000 Each Claim \$3,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Covered Operations/Services: Drug & Alcohol Testing Services, Training/Consulting on Drug & Alcohol Testing, Fingerprinting, Ordering Background & MVR Checks, DNA Testing, HIV Testing, TB Testing and Physical Examinations; Claims Made; Retro Date: 12/07/01; Deductible: \$0 Each Claim
Endorsement MESM1013 03 21 Blanket Additional Insured Professional Liability

CERTIFICATE HOLDER Town of Oyster Bay 29 Spring Street Oyster Bay, NY 11771	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Paula D. Layton</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/30/2023

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

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

PRODUCER MCGRIFF INSURANCE SERVICES INC/PHS 20267416 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (866) 467-8730 FAX (A/C, No, Ext) (A/C, No)	
	EMAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC#	
INSURED COMPLY INC DBA COMPLY CORPORATION 105 MAXESS RD STE 124 MELVILLE NY 11747-3821	INSURER A:	Twin City Fire Insurance Company 29469
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

TYPE OF INSURANCE	ADDITIONAL INSURER	SUBPOLICY	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JCT <input checked="" type="checkbox"/> LOT <input type="checkbox"/> OTHER			20 SBA AM1404	04/28/2023	04/28/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$1,000,000 MED EXP (ANY ONE PERSON) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/CP AGG \$4,000,000
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			20 SBA AM1404	04/28/2023	04/28/2024	COMBINED SINGLE LIMIT (EA ACCIDENT) \$2,000,000 BODILY INJURY (PW PERSON) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB <input checked="" type="checkbox"/> EXCESS CLAIMS MADE <input checked="" type="checkbox"/> RETENTION \$ 10,000			20 SBA AM1404	04/28/2023	04/28/2024	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY AND PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUSION? (Mandatory in HI) YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES CURRENT HOLDER DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATE PER LOT E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 10). Additional Remarks Schedule, may be attached if more space is required.
 Those usual to the Insured's Operations.

CERTIFICATE HOLDER Town of Oyster Bay 28 SPRING ST OYSTER BAY NY 11771-1403	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Suzanne H. Costantopoulos</i>
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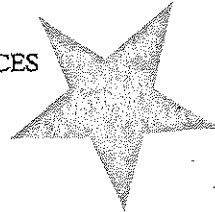
- PROPOSAL -

TO PROVIDE COMPREHENSIVE SERVICES
FOR COMPLIANCE WITH
OMNIBUS TRANSPORTATION EMPLOYEES TESTING ACT OF 1991

October 1, 2023-December 31, 2024
(with calendar year 2025 and 2026 Option Years)

CONSULTATION, ADMINISTRATION, TESTING, & M.I.S.

TO: TOWN OF OYSTER BAY
DEPARTMENT OF HUMAN RESOURCES
54 AUDREY AVENUE
OYSTER BAY, NY 11771



BY: COMPLY® CORPORATION
105 MAXESS ROAD
SUITE 124
MELVILLE, NY 11747
TEL: 631-643-0500 / FAX: 631-643-0807

DATE: July 26, 2023

- BACKGROUND -

THE COMPANY:

Incorporated in 1994, *Comply*[®] Corporation was formed *specifically* to serve enterprises required to *comply* with the Omnibus Transportation Employees Testing Act of 1991. To assist organizations effected by the then impending United States Department of Transportation Substance Abuse Testing Regulations, the corporate philosophy has been "multi-discipline" from the inception. That is, since the regulations *require* information, education, detection, and deterrence (and permit rehabilitation) the principals endeavor to collaborate with client companies and municipalities, and design programs with all facets necessary to a successful Substance Abuse *Prevention* Program. Adhering to the doctrine that an enterprise's most valuable asset is its employees, the company assists clients in maintaining the integrity of its employee roster by promoting an alcohol and drug-free workplace. This year, *Comply*[®] celebrates its *twenty-ninth* anniversary of providing substance abuse testing and management services.

Comply[®] Corporation / Consortium currently administers US - DOT Substance Abuse Prevention Programs for over 400 organizations, companies, and municipalities in both the private and public sectors employing over 4500 effected employees. *Comply*[®] Corp. clients run the gamut from individual owner operators through multi-site corporations employing thousands of CDL employees. *Comply*[®] creates comprehensive programs for organizations new to substance abuse testing and prevention, or complements existing programs. *Comply*[®] also conducts corporate substance abuse testing programs for various clients not affected by the Omnibus Employees Testing Act.

Among our list of clients are: United Nations Security Dept., City of Glen Cove, Town of Babylon, Town of Islip, Hofstra University, Incorporated Villages of Amityville, East Rockaway, Great Neck, Kings Point, Lynbrook, New Hyde Park, Westbury, Williston Park, and Sag Harbor, Southampton NY, Intrepid Sea, Air & Space Museum, US Coast Guard, Developmental Disabilities Institute, Catholic Health Services Hospital Network, NYU Langone Medical Center Hospital Network, Northwell Hospital Network, Jacob Javits Convention Center.

(Client information & references are STRICTLY CONFIDENTIAL - Not to be disseminated without the express written consent of COMPLY[®])

KEY PERSONNEL:

David Jacovsky, Co-Founder - President / Program Director

After a decade plus as an account executive and customer service specialist, David along with his father co-founded *Comply*[®] Corp. David directs the operational administration of the company. Utilizing expertise garnered in his previous endeavors, David handles new business acquisition and client implementation.

David created and presented a series of informational seminars about the DOT regulations hosted by the company before the regulations took effect. These seminars served to introduce employers to the impending statutes, and alerted them to the regulations' impact on their organizations.

David oversees *Comply*'s computer systems and database management and is responsible for maintenance of *Comply*[®] Corp.'s customized and specially designed program to track and maintain customer lists of subjected personnel. Drug Test Network / RandomWare software (a nationally recognized firm in the field of regulatory compliance) also selects employees for random testing according to the mandated scientifically valid random selection methodology.

David designed the forms and documents used in the administration of Substance Abuse Testing Programs for *Comply® Corp.* and *Comply® Consortium* clients. These documents have been instrumental in simplifying information gathering and record retention by the company's customers.

David has conducted Supervisor Training Seminars - Reasonable Suspicion / Fitness-for-Duty (required by the statutes) for over 300 companies. David has consulted with numerous clients on policy development, writing or review for regulatory compliance, and implementing Drug & Alcohol prevention programs. David is licensed by NY State as a certified Specialist, Drug & Alcohol Prevention Program (DAPP) through NYS Dept. of Labor.

Professional Credentials:

National Safety Council Certified BAT Instructor - Workplace Alcohol Testing

National Safety Council Certified BAT (Level D2)

Substance Abuse Technician and Trainer:

Proficiency in 49 CFR § 40 Procedures and Operation of Lifeloc EB30 and Dräger
Breathalyzer 7410, 6820

Certified Calibrator of Lifeloc EB30 and Dräger Breathalyzer 7410, 6820

Adam Hasher, Director of Field Operations

After a career in sales, Adam joined *Comply® Corp.* in 2002, and currently handles the day-to-day testing coordination and scheduling for *Comply® Corp.* In addition to the foregoing, Adam coordinates employee database updating, processes program documents and assists in the random selection process. He is a certified BAT and Substance Abuse Technician and is proficient in 49 CFR § 40 Procedures and the operation of the Lifeloc EB30 and Dräger Breathalyzer 7410, 6820. Adam additionally oversees training of *Comply®* BAT's (Breath Alcohol Technicians) and Specimen Collection Technicians.

Professional Credentials:

Certified BAT in accordance with US-DOT training requirements

Substance Abuse Technician and Trainer:

Proficient in 49 CFR § 40 Procedures and Operation of Lifeloc EB30 and Dräger
Breathalyzer 7410, 6820

STAFF, FACILITIES, EQUIPMENT, AND RESOURCES:

Comply® Corp. employs fully trained and certified technicians to perform urine specimen collections and breath alcohol tests strictly according to US - DOT protocol. Maintaining proper chain-of-custody procedures is ensured through the use of *Comply® Corp.* exclusive CHEK-LIST® documentation. Two of our instructional staff are National Safety Council trained and certified.

Comply® Corporation is ideally located to serve the Town of Oyster Bay's substance abuse testing requirements. With offices located approximately fifteen (15) minutes away from the principal TOB Department of Public Works facility in Syosset, we are well situated to respond to time-sensitive testing (i.e. post accident and reasonable suspicion tests) in the shortest possible time frame. TOB's requirement for a guaranteed response time of 2 hours or less for these types of tests is easily attainable and typical of current performance.

Breathalyzer / Evidentiary Breath Testing Equipment

Comply[®] Corp. utilizes the Lifeloc EB30 and Dräger Breathalyzer[®]6820 and 7410 exclusively for all breath alcohol testing. These portable hand held devices interface with a printer that is also portable - fulfilling the printed record requirement mandatory for DOT confirmation tests. National Dräger, Inc., the manufacturer, obtained approval for the device from the DOT prior to the implementation of the regulations - and the EBT continues to be listed on the Conforming Product List published in the Congressional Federal Register.

Medical Review Officer (MRO)

Comply[®] is contracted with MRO Express which performs all MRO functions for the company's clients. Under the direction of Dr. Philip Lopez, Certified MRO this is a well established, federally certified medical review officer with impeccable credentials, handling all sizes of organizations from independent owner operators to large corporations with multiple facilities. Test reporting is always secure with confidential e-mail, telephone, or fax transmission of test results to the designated employee representative (DER). Secure internet transmission of drug test results is also available from MRO Express.

MRO Express - 3501 SW 185th Street, Miramar, FL 33029.
Ph: 954-592-3680 Fax: 954-450-9495

Laboratories

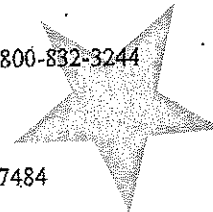
Comply[®] Corp. is contracted with three (3) federally accredited laboratories to analyze urine specimens for evidence of controlled substances: Laboratory Corporation of America (LabCorp.), Medtox Laboratories, and Quest Diagnostics. Each has its own specimen transportation system via courier or overnight service with results reported within 12 to 72 hours. Federal chain-of-custody forms and split specimen collection kits are furnished free of charge. Similarly, there is never a charge for overnight shipment of specimens.

Specimens are tested according to strict DOT procedures; all specimens are tested for adulteration with specific gravity, pH, and creatinine concentration measurements. All laboratory facilities are approved by The US Dept. of Health and Human Services (US-DHHS)

MEDTOX LABORATORIES - 402 West County Road, St. Paul, MN, 55112. Phone: 800-832-3244

LABCORP - 4022 Willow Lake Blvd., Memphis, TN, 38118. Phone: 800-233-6339

QUEST DIAGNOSTICS - 400 Egypt Road, Norristown, PA, 19403. Phone: 800-877-7484



Record Keeping / Database Management (MIS) / Random Selection

Comply[®] uses Drug Test Network / RandomWare software which was specially designed to record and track data pertinent to the US - DOT requirements. The software also generates pick-lists of employees selected for random testing. A scientifically valid system for randomization is used as mandated.

Drug Test Network / RandomWare specializes in creating systems for regulatory compliance with DOT and OSHA and similar federal regulations.

Drug Test Network / RandomWare - 2699 E. 28th St., Signal Hill, CA 90755. Phone: 323-793-1535.

Expert compliance, regulatory, and procedure news/updates

Comply[®] subscribes to "GovDelivery" an e-mail notification system to receive news and updates electronically regarding US-DOT workplace drug and alcohol testing, the substance abuse testing regulations, as well as other substance abuse and safety issues.

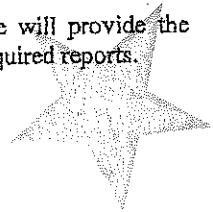
Comply[®] also receives substance abuse related news, information, and amendments or revisions to federal regulations from various industry sources as well.

Comply[®] Corp. will provide the Town with any information impacting its federal drug testing program as we do for all our customers - there will not be any fee for providing expert consultation.

DATIA - 1600 Duke Street, Suite 400, Alexandria, VA 22314 Phone: 800-355-1257.

Monthly, Quarterly, and Annual Reports

Comply[®] Corp., its previously mentioned affiliated laboratories, and MRO service will provide the Town with all required documents and reports. There is no charge for provision of required reports.



- ANCILLARY FEES -

- Employee Database - Set Up Fee (initial one time fee)..... \$ n/a
- Emergency Response Incidents (portal to portal) \$75.00/hr.
(for post accident, fitness-for-duty, for cause, etc. with 2 hour on-site service, 2 hour minimum)
- Waiting Time \$60.00/hr.
(following 20 minute "grace" period)
- Service Charge for less than 3 billable tests per appointment..... \$50.00
- FMCSA Clearinghouse Management \$650.00
(Includes pre-employment queries, violation reports, annual limited queries on all current employees. Does not include the purchase of the query package, which need to be purchased by the town directly from the DOT, per regulations, at \$1.25 each)
- Litigation Package, Split specimen testing at cost*
- Expert Testimony (per hour)..... at cost*
- Travel expenses (vendor personnel only; if required)..... at cost*
- Supervisor Training US-DOT compliant - (at Comply site; 1-2 per seminar) no chg.
- Supervisor Training US-DOT compliant - (private seminar at TOB site) \$ 160.00/hr.
- Supervisor Training Non-DOT - (private seminar at TOB site) \$ 160.00/hr.
- Policy Development and Consultation
 - By Phone \$160.00/hr
 - In Person \$200.00/hr
 - ½ Day (flat fee) \$700.00
 - Full Day (flat fee)..... \$1325.00
- Expert Required Reporting no chg.

No charge for required monthly, quarterly, and annual reports; and / or amendments, revisions, and other news involving the DOT regulations.

* Fees for these services vary by laboratory; Comply® will invoice at cost.

- SUMMARY -

1. The Town of Oyster Bay has an employee pool of approximately three hundred seventy-five (375) CDL drivers mandated to comply with US - DOT regulations. For periodic scheduled testing and time sensitive emergency testing the Town requires a local service provider that professionally and routinely handles customers of similar size, complexity, magnitude and scope – and has the staff and equipment to provide testing services at TOWN facilities. The Town also needs a service provider that has a proven "track record," over multiple years, of providing scheduled and emergency response (post accident reasonable suspicion, etc.) testing services consistently, professionally, and courteously. Time constraints and deliverability of service are crucial to a successful program.
 - *Comply*[®] Corporation currently serves over 450 organizations, including several international Fortune 500 Companies. *Comply*[®] Consortium counts over 7400 employees whose organizations have utilized its services and expertise. *Comply*[®] is within easy access of the Town of Oyster Bay facilities, and can offer unequalled response time. Just as important, *Comply*[®] employs technicians that reside within easy access to Town of Oyster Bay testing sites. *Comply*[®] techs. take all the equipment and supplies to render DOT compliant drug and alcohol tests home with them every night. Less than 2 hour emergency test response time (24 / 7 / 365) is assured for the Town of Oyster Bay.
2. The Town of Oyster Bay requires a service provider with specialized knowledge, equipment, staff training and resources. On-Site at your site(s) testing for both emergency response (post-accident, reasonable suspicion / fitness-for-duty incidents) and pre-scheduled appointments (random, return-to-duty, and follow-up) is critical for a municipality the size of the Town of Oyster Bay, in terms of employees and geographical area served.
 - *Comply Corporation:*
 - Uses National Safety Council (NSC) certified "Master" trainers, training materials, and technicians *Certified* in compliance with 49 CFR § 40 per the 2001 revised regulations.
 - Testing Personnel are thoroughly familiar with 49 CFR § 40, 382, 391, 392, and 395.
 - **Comply* employs predominantly *male* test technicians - this is crucial since most organizations employing CDL drivers (including TOB) still have overwhelmingly *male* employees. Due to the nature of workplace drug testing today, employees tested by the same gender will not be able to "beat the system" as easily as those tested by the opposite gender.
 - *Additionally, since August 2009, all DOT Return-to-Duty and Follow-up testing, by regulation must be directly observed by a same gender observer. DOT has introduced this direct observation mandate in an attempt to thwart employees who might otherwise substitute (someone else's clean specimen replaces employee's dirty specimen) and/or adulterate their specimens (tamper with specimen to throw off test results).
 - Uses completely portable Lifeloc EB30 and Dräger Breathalyzer[®]6820/7410 - listed on US-DOT conforming products list.
 - Uses MRO Express MRO services directed by Dr. Philip Lopez, - a federally certified MRO service.
 - Urine Specimen Analysis conducted by three (3) federally accredited US-Dept. of Health & Human Services (US-DHHS) labs, as required:
 - a) Medtox Laboratories, Inc.
 - b) Laboratory Corporation of America (LabCorp)
 - c) Quest Diagnostics
 - Database management and random selection via Drug Test Network / Random Ware -
 - Experts in regulatory compliance systems.

COMPLY[®] CORPORATION would like to continue to
Uncomplicate Compliance[™]
with the US-DOT Substance Abuse Testing Regulations
for the
Town of Oyster Bay
Department of Human Resources

- CLIENT REFERENCES -

(Client information & references are STRICTLY CONFIDENTIAL - Not to be disseminated without the express written consent of COMPLIF[®]).

MUNICIPALITIES

1. **Incorporated Village of East Rockaway**
376 Atlantic Avenue
East Rockaway, NY 11518 *Contact: Ms. Patricia Renner, Village Clerk - Treasurer - Tel.: 516-887-6300*

2. **Incorporated Village of Lynbrook**
One Columbus Drive
Lynbrook, NY 11563 *Contact: Mr. Philip Healey, Superintendent of Public Works - Tel.: 516-599-8300*

3. **Incorporated Village of New Hyde Park**
1420 Jericho Turnpike
New Hyde Park, NY 11040 *Contact: Mr. Igor Sikiric, Superintendent of Public Works - Tel.: 516-354-0064*

4. **Village of Amityville**
80 Starling Place
Amityville, NY 11701 *Contact: Mr. Bruce Hopper, Gen. Foreman, Dept. of Public Works - Tel.: 631-789-2200*

5. **Incorporated Village of Westbury**
235 Lincoln Place
Westbury, NY 11590 *Contact: Ms. Chrissy Kiernan, Clerk Treasurer, - Tel.: 516-334-1700*

CLIENTS SIMILAR IN SIZE AND SCOPE

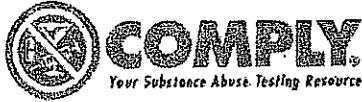
1. **Catholic Health Services Hospital Network**
992 N. Village Ave.
Rockville Center, NY 11570 *Contact: Ms. Lori Spina, VP Human Resources - Tel.: 516-376-3235*

2. **Developmental Disabilities Institute**
99 Hollywood Drive
Smithtown, NY 11787 *Contact: Ms. Cynthia Diehl, Dir. Human Resources - Tel.: 631-366-2908*

3. **Town of Babylon**
200 East Sunrise Hwy.
Lindenhurst, NY 11757 *Contact: Ms. Delores Bocklet, Dir. Drug & Alcohol Services - Tel.: 631-422-7676*

4. **NYU Langone Medical Center Hospital Network**
545 First Avenue
New York, NY 10016 *Contact: Dr. Steven Salvati, Medical Dir. Employee Health - Tel.: 212-263-5454*

(Client information & references are STRICTLY CONFIDENTIAL - Not to be disseminated without the express written consent of COMPLIF[®]).



- PROPOSED FEE SCHEDULE -
10/1/23-12/31/24, 2025, 2026

1. Drug Testing - Urine Specimen Collections, Overnight Shipment, and Lab Analyses, with MRO review.
 Administered according to US-DOT protocol for pre-employment, random, reasonable suspicion, post accident, return-to-duty, or follow-up tests.

• On Site (at TOB Facility) - with advance scheduled appointment

DOT/Non-DOT	# of drug tests/service call	CALENDAR YEAR		
		10/1/23-12/31/24	2025	2026
DOT/Non-DOT	1 - 3 tests (NIDA-5 panel)*	\$ 55.00 / test	→ → → → → → →	\$ 55.00 / test
DOT/Non-DOT	4+ tests (NIDA-5 panel)*	\$ 52.00 / test	→ → → → → → →	\$ 52.00 / test
Non-DOT	1+ (7, 9 or 10 panel)*	\$ 70.00 / test	→ → → → → → →	\$ 70.00 / test

• **No additional charge for:**

- express / overnight specimen shipment (to US-DMHS / NIDA lab).
- adulterant / validity panel (impedes specimen substitution / tampering)
- or confirmation tests
- male techs. for DOT mandatory Direct Observation drug tests

**(all Return-to-Duty & Follow-Up tests must be DO since August 31, 2009)
 ... or for On-Site (at YOUR SITE) testing.*

2. Alcohol Testing - Evidential Breath Test (EBT) /Breath Alcohol Tests
 Administered according to US - DOT protocol (using an US-DOT approved device) for pre-employment, random, reasonable suspicion, post accident, return-to-duty, or follow-up tests.

• On Site (at TOB Facility) - with advance scheduled appointment

# of alcohol tests per service call	CALENDAR YEAR		
	10/1/23-12/31/24	2018	2019
1 - 3 tests	\$ 35.00 / test	→ → → → → → →	\$ 36.00 / test
4 + tests	\$ 32.00 / test	→ → → → → → →	\$ 32.00 / test

• **No additional charge for:**

Breath Alcohol confirmation tests

...or for On-Site (at YOUR SITE) testing.

* **IMPORTANT NOTE:** Any unanticipated vendor increases (laboratory, MRO, etc.) due to regulatory changes, unforeseeable market conditions, etc. beyond the control of COMPLY® CORPORATION, may cause adjustments to fees in 2025 or 2026

Sign 1 copy 2
Sign pages

Meeting of October 3, 2023

Resolution No. 727-2023

WHEREAS, John W. Canning, Esq., Commissioner, Department of Human Resources, by memoranda dated September 18, 2023, and September 25, 2023, advised that the Department of Human Resources issued a Request for Proposals for firms to provide non-DOT and US-DOT employee drug and alcohol testing services for Town employees who possess a commercial driver's license, and who are covered specifically under the Federal Highway Administration (FHA) Regulations, 49 CFR Part 382, whereupon the Request for Proposals was distributed to multiple firms, posted on the Town's Website, and attached to the Town bulletin boards; and

WHEREAS, in response to said Request for Proposals, three (3) responses were received timely by the Department of Human Resources; and

WHEREAS, after review of the three (3) responses by the Department of Human Resources, and in compliance with Guidelines 6 and 9 of the Town of Oyster Bay Procurement Policy, as well as the criteria set forth in the Request for Proposals, Commissioner Canning, by said memoranda, requested and recommended that the Town Board authorize the Town Supervisor, and/or his designee, to enter into, and to execute, an agreement with COMPLY Corporation, 105 Maxess Road, Suite 124, Melville, New York 11747, to provide non-DOT and US-DOT employee drug and alcohol testing services for Town employees who possess a commercial driver's license, and who are covered specifically under the Federal Highway Administration (FHA) Regulations, 49 CFR Part 382, commencing from October 1, 2023 through December 31, 2024, *nunc pro tunc*, in an amount not to exceed \$25,000.00 in the aggregate for 2023, with two (2) one (1) year extension options to be mutually agreed upon by the parties, not to exceed \$25,000.00 per year; and

WHEREAS, the Town Board deems it to be in the best interest of the Town to enter into said agreement,

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation as hereinabove set forth are hereby accepted and approved, and the Town Supervisor, and/or his designee, are hereby authorized to enter into, and to execute, an agreement with COMPLY Corporation, to provide non-DOT and US-DOT employee drug and alcohol testing services for Town employees who possess a commercial driver's license, and who are covered specifically under the Federal Highway Administration (FHA) Regulations, 49 CFR Part 382, commencing from October 1, 2023 through December 31, 2024, *nunc pro tunc*, in an amount not to exceed \$25,000.00 in the aggregate for 2023, with two (2) one (1) year extension options to be mutually agreed upon by the parties, not to exceed \$25,000.00 per year; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. TWN AMS 1910 43020 603 0000 000; and be it further

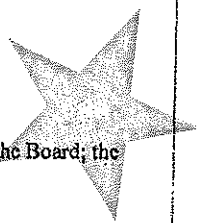
RESOLVED, That the Town Comptroller is hereby authorized and directed to make payment for same, upon the submission of a duly certified claim therefor, after audit.

#-

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

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

Reviewed By
Office of Town Attorney
[Signature]



Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: John Canning
Commissioner of Human Resources

DATE: September 25, 2023

SUBJECT: Federal Department of Transportation Mandated Employee Drug and Alcohol Testing (Memorandum Docket 09/19/2023, Item #17)

Pursuant to the Town of Oyster Bay Procurement Policy, the Department of Human Resources solicited a Request for Proposal (RFP) from firms to provide drug and alcohol testing for non-DOT employees and US-DOT employees who possess a commercial driver's license, who are covered specifically under the Federal Highway (FHA) regulations, 49 CFR Part 382.

The RFP was distributed and posted on the Town's website. We received and reviewed three (3) proposals. Upon completion of the review and rating of the proposals pursuant to and in compliance with Guidelines 6 and 9 of the Town's procurement policy, it is the recommendation of the committee, as well as this Department, that the Town of Oyster Bay retain COMPLY Corporation. The agreement between the Town of Oyster Bay and COMPLY Corporation will be effective *nunc pro tunc* from October 1, 2023 through and including December 31, 2024, with an option to continue for a second and third year, 2025 and 2026 respectively, pursuant to the terms outlined in the agreement. The Town has reviewed the disclosure and is satisfied that the Town of Oyster Bay Procurement Policy has been fulfilled.

Therefore, the Department of Human Resources respectfully recommends that the Town Board authorize the Town Supervisor, or his designee, to sign the agreement between the Town of Oyster Bay and COMPLY Corporation, located at 105 Maxess Road, Suite 124, Melville, New York 11747. Funds will be available from Account TWN AMS 1910 43020 603 0000 000 and will not exceed \$25,000 in the aggregate for 2023, as COMPLY Corporation is the Town's current vendor, and \$25,000 per year going forward under the agreement and we request that the attached resolution be considered at the October 3, 2023 Town Board meeting.

John Canning
by *Vicki Tomelli*

John Canning
Commissioner
Department of Human Resources

Rogedy Commissioner

891-2024

1000179864.185 (286)

At a regular meeting of the Town Board of the Town of Oyster Bay, Nassau County, New York, held at the Town Hall, Audrey Avenue, in Oyster Bay, New York, November 19, 2024, at 10:00 o'clock A.M., Eastern Time.

Reviewed By
Office of Town Attorney

PRESENT:

Joseph Saladino
Supervisor

Michele Johnson
Councilman

Louis Imbroto
Councilman

Thomas Hand
Councilman

Steve Labriola
Councilman

Laura Maier
Councilman

Vicki Walsh
Councilman

Resolution No. 891-2024

In the Matter of
the Increase and Improvement of the Facilities
of the Locust Valley Water District in the
Town of Oyster Bay, Nassau County, New York

ORDER CALLING PUBLIC HEARING

WHEREAS, the Commissioners of the Locust Valley Water District (the "District") have submitted a petition, dated October 30, 2024, (the "Petition"), requesting that the Town Board of the Town of Oyster Bay, New York (the "Town") hold a public hearing to consider approving the increase and improvement of District facilities and the financing thereof by the issuance of Town obligations;

WHEREAS, said increase and improvement includes the following projects: water quality treatment at Well No. 9, rehabilitation of elevated storage tank at Plant No. 8, water main replacement at Upper Francis Pond, generator replacement at Plant Nos. 6 & 7 and water system distribution improvements, and incidental expenses in connection therewith; and

WHEREAS, the District has prepared a map, plan and report, including an estimate of cost, relating to said increase and improvement of facilities of said District; in form and substance acceptable to the Town Board; and

WHEREAS, the map, plan and report is in the form of a report from H2M Architects & Engineering ("H2M"), engineers duly licensed in the State of New York, entitled "2024 Bond Report" dated July 2024; and

WHEREAS, the \$13,800,000 estimated maximum cost to said District of such increase and improvement of facilities is determined to borne by the District under a proposed issuance of up to \$13,800,000 of bonds of the Town; and

WHEREAS, such estimated maximum cost shall be annually apportioned and assessed upon the several lots and parcels of land within said District in the manner provided by law and levied and collected in an amount sufficient to pay the principal and interest on said bonds as the same become due;

WHEREAS, an environmental analysis has been prepared pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act ("SEQRA") in connection with such increase and improvement of the facilities of said District and it has been determined by the District that such increase and improvement of the facilities of said District and the use thereof constitute an "unlisted" action under SEQRA and will not result in significant adverse environmental impacts; and

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

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

Section 1. A meeting of the Town Board of the Town of Oyster Bay, Nassau County, New York, shall be held at the Town Hall East, 54 Audrey Avenue, Oyster Bay, New York, on December 10, 2024, at 10:00 A.M., Eastern Time, for the purpose of conducting a public hearing on the proposed increase and improvement of the facilities of said District in said Town, and the map, plan and report, including estimate of cost referred to in the preambles hereof, at which time and place said Town Board will hear all persons interested in the subject thereof concerning the same.

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

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that the Town Board of the Town of Oyster Bay, Nassau County, New York, will meet at the Town Hall East, 54 Audrey Avenue, in Oyster Bay, New York, on December 10, 2024, at 10:00 A.M., Eastern Time, for the purpose of conducting a public hearing relating to the proposed increase and improvement of the facilities of the Locust Valley Water District (the "District") in said Town, including the following projects: water quality treatment at Well No. 9, rehabilitation of elevated storage tank at Plant No. 8, water main replacement at Upper Francis Pond, generator replacement at Plant Nos. 6 & 7 and water system distribution improvements, and incidental expenses in connection therewith, at an estimated maximum cost of \$13,800,000, at which time and place said Town Board will hear all persons interested in the subject thereof concerning the same.

Such cost shall be annually apportioned and assessed upon the several lots and parcels of land within the Locust Valley District in the manner provided by law and levied and collected in an amount sufficient to pay the principal and interest on said bonds as the same become due.

The map, plan and report, including estimate of cost, relating to this project is on the file in the Office of the Town Clerk where it is available for public inspection during normal business hours.

An environmental analysis has been prepared on behalf of the District pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act in connection with such increase and improvement of the facilities of said District and it has been determined that such increase and improvement of the facilities of said District will not result in any significant adverse environmental impacts.

Dated: Oyster Bay, New York
November 19, 2024

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

Richard LaMarca
Town Clerk

Section 3. This order shall take effect immediately.

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

<u>Supervisor Saladino</u>	<u>VOTING AYE</u>
<u>Councilwoman Johnson</u>	<u>VOTING AYE</u>
<u>Councilman Imbroto</u>	<u>VOTING AYE</u>
<u>Councilman Hand</u>	<u>VOTING AYE</u>
<u>Councilman Labriola</u>	<u>VOTING AYE</u>
<u>Councilwoman Maier</u>	<u>VOTING AYE</u>
<u>Councilwoman Walsh</u>	<u>VOTING AYE</u>

The order was thereupon declared duly adopted.

* * *

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that the Town Board of the Town of Oyster Bay, Nassau County, New York, will meet at the Town Hall East, 54 Audrey Avenue, in Oyster Bay, New York, on December 10, 2024, at 10:00 A.M., Eastern Time, for the purpose of conducting a public hearing relating to the proposed increase and improvement of the facilities of the Locust Valley Water District (the "District") in said Town, including the following projects: water quality treatment at Well No. 9, rehabilitation of elevated storage tank at Plant No. 8, water main replacement at Upper Francis Pond, generator replacement at Plant Nos. 6 & 7 and water system distribution improvements, and incidental expenses in connection therewith, at an estimated maximum cost of \$13,800,000, at which time and place said Town Board will hear all persons interested in the subject thereof concerning the same.

Such cost shall be annually apportioned and assessed upon the several lots and parcels of land within the Locust Valley District in the manner provided by law and levied and collected in an amount sufficient to pay the principal and interest on said bonds as the same become due.

The map, plan and report, including estimate of cost, relating to this project is on the file in the Office of the Town Clerk where it is available for public inspection during normal business hours.

An environmental analysis has been prepared on behalf of the District pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act in connection with such increase and improvement of the facilities of said District and it has been determined that such increase and improvement of the facilities of said District will not result in any significant adverse environmental impacts.

Dated: Oyster Bay, New York
_____, 2024

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

Town Clerk



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

TO : MEMORANDUM DOCKET
FROM : Office of the Town Attorney
DATE : October 8, 2024
SUBJECT: SETTLEMENT OF NEGLIGENCE CLAIM
Claimant: Allstate Insurance Company a/s/o Sean Matwiow
Matter ID No.: 2022-8918

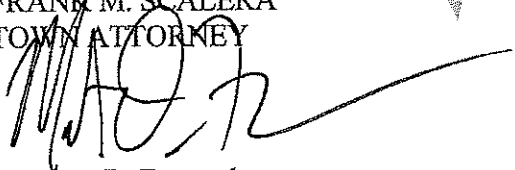
Pursuant to Section 68-4 of the Code of the Town of Oyster Bay, the compromise or settlement of claims in excess of \$2,500.00, but not exceeding \$10,000.00, shall be authorized upon approval of the Town Attorney and the Supervisor, and upon notice thereof being duly given to the Town Board.

The above referenced claim arose as a result of an accident that occurred on October 4, 2022. Claimant alleges that its insured sustained property damage, when the insured's vehicle was struck by a Town vehicle, bearing license plate number AM8494, being operated by Francis DeSalvo. This accident occurred on Manetto Hill Road, in Plainview.

This matter can be settled for \$3,736.96.

Accordingly, attached hereto is the Office of the Town Attorney's recommendation with the approval of the Supervisor's Office, and a copy of a General Release executed by the claimant on April 11, 2024. Funds for settlement are available in Account No. TWN AMS 1910 43020 602 0000 000.

FRANK M. SCALERA
TOWN ATTORNEY



Matthew D. Fernando
Deputy Town Attorney

MDF:kah
Attachments

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

**PRIVILEGED AND CONFIDENTIAL:
ATTORNEY-CLIENT COMMUNICATION/ATTORNEY WORK-PRODUCT
INTERDEPARTMENTAL COMMUNICATION
NOT SUBJECT TO THE FREEDOM OF INFORMATION LAW.**

TO : Office of the Supervisor
FROM : Office of the Town Attorney
DATE : September 18, 2024
SUBJECT: SETTLEMENT OF NEGLIGENCE CLAIM
Claimant: Allstate a/s/o Matwiow, Sean
Matter ID No.: 2022-8918

2024-09-18
SUPERVISOR'S OFFICE

The above referenced claim arose as a result of an accident that occurred on October 4, 2022. Claimant alleges that its insured sustained property damage, when the insured's vehicle was struck by a Town vehicle, bearing license plate number AM8494, being operated by Francis DeSalvo. This accident occurred on Manetto Hill Road, in Plainview.

This matter can be settled for \$3,736.96.

It is the recommendation of the undersigned that this settlement be accepted. Kindly indicate your approval or disapproval of the foregoing by signing this memorandum in the appropriate space below, and returning same to this office for further processing.

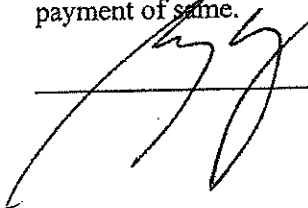
FRANK M. SCALERA
TOWN ATTORNEY

Matthew D. Fernando
Deputy Town Attorney

MDF:kah

✓ SETTLEMENT APPROVED
and authorization is given for
payment of same.

SETTLEMENT NOT APPROVED.

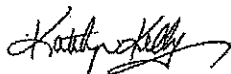


RELEASE
(PROPERTY DAMAGE ONLY)

For the amount of \$3,736.96, the undersigned, as counsel for ALLSTATE FIRE AND CASUALTY INSURANCE COMPANY AS SUBROGEE OF MARY G. MATWIOW, hereby release and forever discharges, FRANCIS DESALVO AND TOWN OF OYSTER BAY, and his/her heirs, executors, administrators, agents and assigns and all other persons, firms, or corporations liable, or who may be claimed to be liable, none of whom admit liability to the undersigned by all expressly deny any liability, from any and all claims, demands or suits of any kind on account of and resulting from damage to property which occurred on or about October 04, 2022, at Manetto Hill Rd 50 feet NE of Central Park Rd Plainview NY County of Nassau, to the extent of the interest of ALLSTATE FIRE AND CASUALTY INSURANCE COMPANY.

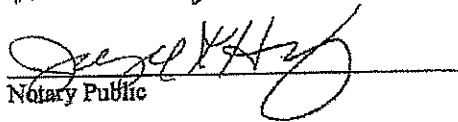
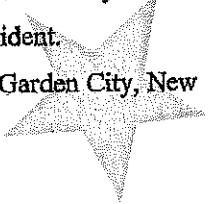
The undersigned hereby declares that the terms of this settlement have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final compromise adjustment and settlement of any and all claims, disputed or otherwise, on account of the damages above mentioned, and for the express purpose of precluding forever any further or additional claims relating to property damage arising out of the aforesaid incident.

IN WITNESS WHEREOF, we have hereunto affixed our signature, at Garden City, New York.



Law Offices of John Trop
Katelyn Kelly
Attorney for Plaintiff
ALLSTATE FIRE AND CASUALTY INSURANCE
COMPANY AS SUBROGEE OF MARY G. MATWIOW
1055 Franklin Avenue, Suite 204
Garden City, NY 11530-2903
Telephone: (516) 661-7629
Fax: (516) 877-5797
Our File No. 0687339861.1-

Subscribed and sworn to before me this
11th day of August, 2024.


Notary Public

JOYCE K. HAVEMEYER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01HA5058368
Qualified in Suffolk County
My Commission Expires 04-22-2026

DISTRICT COURT OF THE COUNTY OF NASSAU
FIRST DISTRICT; HEMPSTEAD PART

X
ALLSTATE FIRE AND CASUALTY
INSURANCE COMPANY AS SUBROGEE OF
MARY G. MATWIOW,

NOTICE OF DISCONTINUANCE

Index No. 010721/2023

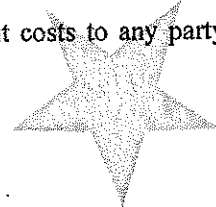
Plaintiff(s),

vs.

TOWN OF OYSTER BAY AND FRANCIS
DESALVO,

Defendant(s).

X
IT IS HEREBY AFFIRMED that the above entitled action has settled and is hereby discontinued as against Defendant(s) without prejudice and without costs to any party. This notice may be filed with the Clerk of the Court with further notice.



DATED: Garden City, New York
April 08, 2024

Katelyn Kelly

Law Offices of John Trop
Katelyn Kelly
Attorney for Plaintiff
ALLSTATE FIRE AND CASUALTY
INSURANCE COMPANY AS SUBROGEE
OF MARY G. MATWIOW
1055 Franklin Avenue, Suite 204
Garden City, NY 11530-2903
Telephone: (516) 661-7629
Fax: (516) 877-5797
Our File No. 0687339861.1-

Town of Oyster Bay
Inter-Departmental Memo

November 1, 2024

To: Memorandum Docket
From: Rob Darienzo, Director of Finance
Subject: Public Hearing – Locust Valley Water District Improvements

Town Board action is required to approve a resolution calling for a public hearing on November 19, 2024 to authorize the issuance of serial bonds for Locust Valley Water District Improvements. The Order Calling for the Public Hearing has been prepared by Bond Counsel and is attached to this memo.

Thank you.



Rob Darienzo
Director of Finance

RD/rd
Word/Documents/Docket/2024 locust.valley wd improvements

Meeting of November 19, 2024

Resolution No. 892-2024


WHEREAS, The Incorporated Village of Upper Brookville ("Village"), by letter dated September 17, 2024, requested that the Town of Oyster Bay ("Town") enter into an Intermunicipal Agreement with the Village to provide animal warden services; and

WHEREAS, Frank M. Scalera, Town Attorney, and Anthony C. Curcio, Deputy Town Attorney, by memorandum dated October 30, 2024, have advised and requested that the Town Board authorize the Supervisor, or his designee, to enter said Intermunicipal Agreement with the Village, 24 Wolver Hollow Road, Glen Head, New York 11545, for animal warden services, for a period of three (3) years, commencing on January 1, 2025, expiring on December 31, 2027,

NOW, THEREFORE BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and the Town Board hereby authorizes the Supervisor, or his designee, to enter into an Intermunicipal Agreement with the Village, 24 Wolver Hollow Road, Glen Head, New York 11545, for animal warden services, for a period of three (3) years, commencing on January 1, 2025, expiring on December 31, 2027.

-#-

FSK
Reviewed By
Office of Town Attorney



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

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

Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET
FROM: Office of the Town Attorney
DATE: October 30, 2024
SUBJECT: Intermunicipal Agreement for Animal Warden Services between the Town of Oyster Bay and the Incorporated Village of Upper Brookville

The Incorporated Village of Upper Brookville ("Village"), by letter dated September 17, 2024, requested that the Town of Oyster Bay ("Town") enter into an Intermunicipal Agreement to provide animal warden services.

It is requested that the Town Board authorize the Town to enter said Intermunicipal Agreement with the Village, 24 Wolver Hollow Road, Glen Head, New York 11545, for animal warden services for a period of three (3) years, commencing on January 1, 2025, expiring on December 31, 2027.

Kindly place this matter on the November 19, 2024 Town Board action calendar.

FRANK M. SCALERA
TOWN ATTORNEY


Anthony Curcio
Deputy Town Attorney



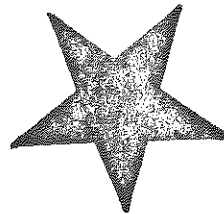
ACC:acc

WHEREAS, The Incorporated Village of Upper Brookville ("Village"), by letter dated September 17, 2024, requested that the Town of Oyster Bay ("Town") enter into an Intermunicipal Agreement with the Village to provide animal warden services; and

WHEREAS, Frank M. Scalera, Town Attorney, and Anthony C. Curcio, Deputy Town Attorney, by memorandum dated October 30, 2024, have advised and requested that the Town Board authorize the Supervisor, or his designee, to enter said Intermunicipal Agreement with the Village, 24 Wolver Hollow Road, Glen Head, New York 11545, for animal warden services, for a period of three (3) years, commencing on January 1, 2025, expiring on December 31, 2027,

NOW, THEREFORE BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and the Town Board hereby authorizes the Supervisor, or his designee, to enter into an Intermunicipal Agreement with the Village, 24 Wolver Hollow Road, Glen Head, New York 11545, for animal warden services, for a period of three (3) years, commencing on January 1, 2025, expiring on December 31, 2027.

-#-



AK
Reviewed By
Office of Town Attorney

INTERMUNICIPAL AGREEMENT FOR ANIMAL WARDEN SERVICES

DATED: , 2024

PARTIES: THE TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office and place of business at Town Hall, Audrey Avenue, Oyster Bay, Nassau County, New York, hereinafter referred to as the "TOWN"; and

THE INCORPORATED VILLAGE OF UPPER BROOKVILLE, a municipal corporation having its principal office and place of business at 24 Wolver Hollow Road, Glen Head, New York 11545, located in Nassau County, New York, hereinafter called the "VILLAGE",

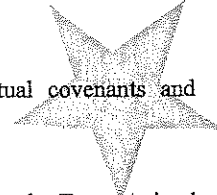
WITNESSETH:

WHEREAS, pursuant to Article 8, Sections 1 and 2-a of the State Constitution, as effectuated by General Municipal Law §119-o municipal corporations and districts of the State of New York are empowered to enter into agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis; and

WHEREAS, The VILLAGE has requested a contract with the TOWN to furnish to the VILLAGE all services for the seizing, impounding and humane euthanization of animals under the provision of law applicable thereto.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the parties hereto do agree as follows:

FIRST: The TOWN will, upon due notice given to it at the Town Animal



Shelter, during regular business hours as hereinafter mentioned, dispatch a Town Animal Warden or designee to retrieve any stray animal anywhere within the VILLAGE limits and will provide all services for the seizing, impounding and humane euthanization of animals in accordance with the provisions of the Agriculture and Markets Law of the State of New York and the rules and policies of the Town Animal Shelter.

SECOND: If the VILLAGE licenses dogs, the VILLAGE shall (i) notify the Clerk of the TOWN in writing of the number of licenses issued in each quarter of the calendar year; and (ii) pay to the TOWN the sum of \$4.00 for each dog license issued during the term of this Agreement.

THIRD: The VILLAGE shall pay to the TOWN a fee in the amount of \$90.00 for each animal seized within the jurisdictional boundaries of the VILLAGE, which fee shall include the impounding, feeding and care, and/or humane euthanization of each animal.

FOURTH: Such fees as provided in Paragraphs "SECOND" and "THIRD" herein shall be payable to the TOWN quarterly, after statements have been rendered to the Village Clerk showing the number of animals seized, and the number of licenses issued in the VILLAGE for the preceding quarterly period.

FIFTH: The Animal Shelter of the Town of Oyster Bay will humanely euthanize or otherwise dispose of, in accordance with the sole discretion of the Director of the Animal Shelter or the Assistant Director, any animal which shall be delivered by the owner thereof or by any adult person authorized by such owner, provided that such owner or such authorized person shall execute a written consent in a form satisfactory to the Director and shall pay to the Animal Shelter a fee of \$70.00 for the humane euthanization or other disposition of

any animal.

SIXTH: The TOWN shall not be liable for any loss or damage to the VILLAGE, its employees, agents, representatives or others, with the exception of the negligence of the TOWN, the Director of the Animal Shelter, Assistant Director of the Animal Shelter and/or other TOWN employees, in connection with the services provided in this Agreement.

SEVENTH: The VILLAGE agrees to comply will all local laws, ordinances, rules and regulations of the TOWN relative to seizure, impounding, board, caring, redemption or humane euthinization of animals. The Agriculture and Markets Law of the State of New York shall prevail over any local laws and/or ordinances in conflict therewith.

EIGHTH: With the exception of holidays listed below, regular working hours for the Town's Animal Wardens shall be Monday through Friday, between the hours of 8:00 a.m. and 4:00 p.m., and Saturday, between the hours of 7:00 a.m. and 3:00 p.m. During Sundays and holidays, emergency service will be provided by the Town's Animal Wardens, subject to the availability of personnel and equipment, only upon the request of the Police Department and/or VILLAGE. The VILLAGE shall reimburse the TOWN for such emergency service beyond the regular hours at the rate of \$70.00 per hour.

NEW YEAR'S DAY
DR. MARTIN LUTHER KING, JR. DAY
LINCOLN'S BIRTHDAY
WASHINGTON'S BIRTHDAY
MEMORIAL DAY
JUNETEENTH
LABOR DAY
COLUMBUS DAY

GENERAL ELECTION DAY
VETERANS DAY
THANKSGIVING DAY
AFTERNOON OF THE DAY
BEFORE CHRISTMAS DAY
INDEPENDENCE DAY
CHRISTMAS DAY
AFTERNOON OF THE DAY
BEFORE NEW YEAR'S DAY



NINTH: All summonses issued by the TOWN for violations relating to the control and seizure of dogs shall be returnable to the TOWN's Adjudication Bureau or the District Court of the County of Nassau, Fourth District, as the case may be.

TENTH: This Agreement shall commence on January 1, 2025 and expire on December 31, 2027, but may be renewed at the end of such period by resolutions of the respective Boards of the parties hereto.

ELEVENTH: Either party may terminate this contract by written notice mailed or delivered to the other party at any time, it being understood that any such termination shall not relieve the VILLAGE from its obligation to pay to the TOWN any fee therefore incurred and payable under Paragraphs "SECOND", "THIRD", "FIFTH", and "EIGHTH" of this Agreement.

TWELFTH: It is expressly understood and agreed that the TOWN, its officers, employees, wardens, agents and representatives will not patrol or attempt to patrol the VILLAGE or any part thereof seeking to find, seize or retrieve any stray animals within the VILLAGE limits and will only enter into the VILLAGE upon due notice being given as provided in Paragraph "FIRST" hereof.

THIRTEENTH: Whenever it shall be necessary to seize an injured animal within the incorporated VILLAGE limits, any veterinarian charges for medical treatment of said dog shall be paid by the VILLAGE upon submission of a proper bill and/or claim therefor.

FOURTEENTH: In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable

provisions had not been stated herein.

FIFTEENTH: Any notice desired or required to be given pursuant to the terms of this Agreement shall be sent via Certified Mail, Return Receipt Requested, to the appropriate party at the address for the party appearing on page one (1) hereof.

SIXTEENTH: That, if the TOWN and the VILLAGE cannot resolve any outstanding claims, counter-claims, disputes, and other matters in question arising out of or relating to this Agreement, then resolution of said disputes shall be decided by a court of competent jurisdiction in Nassau County, New York.

SEVENTEENTH: Each party shall generally be responsible for its own acts and omissions, and each party will be responsible for all civil liability that may arise out its own performance of this Agreement. To the maximum extent allowable by law, the VILLAGE shall defend, indemnify, and hold harmless the Town and all of its officers, agents and employees, from and against any civil liability arising out of any act or omission of VILLAGE; and likewise to the maximum extent allowable by law, the TOWN shall defend, indemnify, and hold harmless VILLAGE and all of its officers, agents and employees, from and against any civil liability arising out of any act or omission of TOWN.

EIGHTEENTH:

Third-Party Beneficiaries: It is the intent of the parties hereto that there shall be no third-party beneficiaries to this Agreement.

Final Integration: This Agreement together with any amendments constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. In the event of a direct conflict between the provisions hereof and any prior

agreement or amendment, the latter shall supersede the former. All written or oral understandings and agreements heretofore had between and among the parties are merged into this Agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.

Force Majeure: Neither party to this Agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts, pandemic or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

Amendment in Writing: This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

Binding Effect: This Agreement shall bind the parties and their respective personal representatives, heirs, next of kin, legatees, distributees, successors, and assigns. If any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Captions: The captions of this Agreement are for convenience and reference only, are not a part of this Agreement, and in no way define, describe, extend, or limit the scope or intent of this Agreement.

Construction: This Agreement shall be construed in its entirety according to its

plain meaning and shall not be construed against the party who provided or drafted it.

Prohibition on Assignment and Delegation: No party to this Agreement may assign or delegate its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall, in any manner whatsoever, relieve any party from its obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable hereunder irrespective of such assignment or delegation.

Waiver: Non-enforcement of any provision of this Agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be hereunto affixed and these presents to be signed by the proper officials thereof pursuant to resolutions duly adopted by the respective Boards of said parties.

REVIEWED:

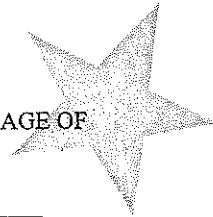
Deputy Town Attorney

TOWN OF OYSTER BAY

BY _____
Designee/Supervisor

INCORPORATED VILLAGE OF
UPPER BROOKVILLE

BY _____



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

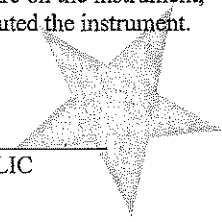
On the _____ day of _____, in the year 2024, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the Supervisor, whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the _____ day of _____, in the year 2024, before me, the undersigned, personally appeared _____, _____, Incorporated Village of Upper Brookville, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC



WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated November 4, 2024, advised that consulting engineer Cashin Associates, P.C., by letter dated October 16, 2024, informed the Department that it made a final inspection of the work performed pursuant to Contract No. H17-161, Retrofit of Existing Streetlights to LED with Solar Power and Battery Backup, and certified that the contractor, Haugland Energy Group, LLC, complied with all of the requirements of the Contract and recommended that the Town accept said Contract as having been completed; and

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

WHEREAS, final construction costs were in the amount of \$1,270,844.49; and

WHEREAS, during the course of the project, by Town Board Resolution No. 678-2023, adopted on September 12, 2023, the Board approved Change Order No. 1, authorizing additional work including modifications to the solar-powered pathway at John J. Burns Park, Massapequa, in order to avoid interference with existing lighting and construction of a new concrete base for a light fixture at Town Hall South, at a total net increase of \$72,839.49; and

WHEREAS, work under this Contract was directed to proceed as of January 3, 2024, and to be completed within one hundred twenty (120) calendar days, on July 1, 2024 with actual work completed on July 31, 2024; and

WHEREAS, the Office of the Town Attorney and the Office of the Town Comptroller, by separate memoranda each dated October 8, 2024, stated that there are no legal obstacles or financial encumbrances of record that would necessitate the withholding of the final acceptance of this project; and

WHEREAS, Hon. Joseph G. Pinto, Commissioner, Department of Parks, and John C. Tassone, Chief Deputy Commissioner, Department of Public Works/Highway, by separate memoranda dated October 11, 2024 and October 21, 2024, respectively, concurred with the recommendation of final acceptance of this project; and

WHEREAS, Commissioner Lenz, by said memorandum, further advised that funding for the Contract is provided by the Governor's Office of Storm Recovery through its New York Rising Community Reconstruction Program, and funds are available in Account No. IGA CD 8689 2700 552 CN17.

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are accepted, and Contract No. H17-161, is hereby accepted as being complete, at a final construction cost of \$1,270,844.49, and final payment is to be made in accordance with the applicable terms and conditions of the Contract, after the customary review of the engineer's certificate, and upon the submission of a duly certified claim, after audit.

-#-

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

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

Reviewed By
Office of Town Attorney

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

NOVEMBER 4, 2024

TO: MEMORANDUM DOCKET

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

SUBJECT: EXTENSION OF TIME, ACCEPTANCE AND FINAL PAYMENT
RETROFIT OF EXISTING STREETLIGHTS TO LED WITH SOLAR POWER
AND BATTERY BACKUP
N.Y. RISING COMMUNITY RECONSTRUCTION PROGRAM
CONTRACT NO. H17-161


Attached herewith are the following:

1. A letter dated October 16, 2024, from Cashin Associates, P.C. recommending final acceptance by the Town of Oyster Bay.
2. The consultant's final engineer's certificate for Haugland Energy Group, LLC dated October 16, 2024.
3. A statement from the Town Attorney's office indicating there are no legal hindrances.
4. A statement from the Town Comptroller indicating there are no financial hindrances which would delay the acceptance of this contract.
5. A statement from the Department of Parks concurring with final acceptance.
6. A statement from the Division of Highways concurring with final acceptance.

Work under this contract was directed to proceed as of January 3, 2024, to be completed within 120 calendar days on July 1, 2024. The project schedule had been greatly impacted by supply chain issues and necessary permits from the New York State Department of Transportation. The various lighting systems were installed as per the contract requirements by July 2023, but additional work that had been approved by Change Order No. 1 and resolution of product and installations issues required further additional time. Actual work was completed on July 31, 2024. The Division of Engineering recommends that an extension of time be granted for this purpose.

Final construction costs amount to \$1,270,844.49. This project was funded by and conceived through the New York Rising Community Reconstruction Program of the Governor's Office of Storm Recovery.

We hereby recommend that an extension of time be granted, and we further concur with Cashin Associates, P.C. that this project be accepted as complete and that all final payments be made to the contractor after the customary review of the engineer's certificate and claim by the Comptroller.


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


RWL/MR/lk

Attachments

c: Steven C. Ballas, Town Comptroller
Colin Bell, Deputy Commissioner/Environmental Resources
Hans Stronstad, Division of Engineering



October 16, 2024

Richard Lenz, P.E., Commissioner
Department of Public Works
Division of Engineering
150 Miller Place
Syosset, NY 11791
Attention: Matt Russo, P.E.

Re: Retrofit of Existing Streetlights to LED with Solar Power and Battery Backup
Massapequa, New York
Contract No. H17-161

Dear Mr. Lenz:

CA is writing to inform you that all work performed under the Town of Oyster Bay's Contract No. H17-161 Retrofit of Existing Streetlights to LED with Solar Power and Battery Backup is complete in Massapequa, New York.

All work performed by Haugland Group under this contract, including all final punch list items, have been completed in accordance with the contract documents, and all amendments thereto.

The date of Final Completion of work was July 31, 2024. The total final contract cost, including all approved Change Orders, is \$1,270,844.49.

Item 9 – Unforeseen Condition Allowance in the amount of \$50,000 was not utilized in this project, resulting in a credit to the Town in the amount of \$50,000.

Attached is Haugland's approved final payment claim, Claim #3.

If you have any questions, or require any additional information, please feel free to contact me.

Very truly yours,

CASHIN ASSOCIATES, P.C.

James Gladysz, P.E.
Executive Vice President

APPLICATION AND CERTIFICATE FOR PAYMENT

(Instructions on reverse side) PAGE 1 OF 2 PAGES

TO: Town of Oyster Bay
 Department of Public Works
 160 Miller Place
 Syosset, NY 11791

AIA DOCUMENT G702

APPLICATION NO: 3
 PERIOD TO: 2/28/2024
 OWNER: OWNERS
 ARCHITECT: ARCHITECT

FROM (CONTRACTOR):
 Haugland Energy Group LLC
 336 South Service Road
 Melville, NY 11747

ARCHITECT'S PROJECT NO: ICEE52
 CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner	TOTAL \$	72,839.49 \$	50,000.00 \$
Approved this Month	Number		
Date Approved		\$0.00	
TOTALS \$		\$22,839.49	
Net change by Change Orders			

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Haugland Energy Group LLC

By: *[Signature]* Date: 9/16/24

CONTRACT E 1/8/2022
 Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

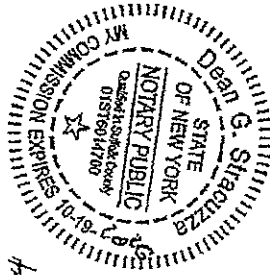
- 1. ORIGINAL CONTRACT SUM \$ 1,248,005.00
- 2. Net change by Change Orders \$ 22,839.49
- 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,270,844.49
- 4. TOTAL COMPLETED & STORED TO DATE (COLUMN G ON G703) \$ 1,270,844.49

- 6. RETAINAGE:
 - a. 5 % of Completed Work \$ 0.00
 (Column D+E on G703)
 - b. % of Stored Material \$ 0.00
 (Column F on G703)

Total Retainage (Line 5a + 5b or Total in Column I of G703) \$ 0.00
 6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$ 1,270,844.49

- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 1,129,965.15
- 8. CURRENT PAYMENT DUE \$ 140,879.34
- 9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 8) \$ 0.00

State of: New York County of: Suffolk
 Subscribed and sworn to before me this 16 day of September 2024
 Notary Public: *[Signature]*
 My Commission expires: 10.19.26



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

By: *[Signature]* Date: 10/16/2024
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

TOWN OF OYSTER BAY
Inter-Departmental Memo

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

FROM: PAUL S. EHRLICH
DEPUTY TOWN ATTORNEY

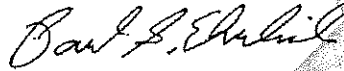
DATE: OCTOBER 8, 2024

SUBJECT: FINAL ACCEPTANCE
RETROFIT OF EXISTING STREETLIGHTS TO LED WITH SOLAR POWER AND BATTERY
BACKUP, MASSAPEQUA, NEW YORK
CONTRACT NO. H17-161

In reply to your memorandum of October 8, 2024, please be advised that the records of this office disclose no pending litigation or other obstacles which would prevent the final acceptance of the above-referenced Contract.

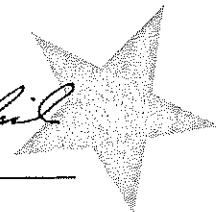
By copy of this memorandum, the contractor, Haugland Energy Group, L.L.C.'s, Maintenance Bond No. 107541855M is being forwarded to the Town Clerk. We have reviewed the Maintenance Bond and have approved same as to form.

FRANK M. SCALERA, ESQ.
TOWN ATTORNEY



By: _____

Paul S. Ehrlich
Deputy Town Attorney



Cc: Comptroller
Town Clerk (with Bond)

MR

TOWN OF OYSTER BAY
Inter-Departmental Memo

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

FROM: STEVEN C. BALLAS, COMPTROLLER

DATE: OCTOBER 8, 2024

**SUBJECT: FINAL ACCEPTANCE – RETROFIT OF EXISTING STREETLIGHTS TO
LED WITH SOLAR POWER AND BATTERY BACKUP
MASSAPEQUA, NEW YORK
CONTRACT NO. H17-161**

In response to your memo dated October 8, 2024, copy enclosed, please be advised that there are no financial hindrances that would delay the acceptance of this contract.



STEVEN C. BALLAS
COMPTROLLER

Enclosure

SCB/dim:bk

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

TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

OCTOBER 11, 2024

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

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

FROM: JOSEPH G. PINTO, COMMISSIONER
DEPARTMENT OF PARKS

SUBJECT: FINAL ACCEPTANCE
RETROFIT OF EXISTING STREET LIGHTS TO LED WITH
SOLAR POWER & BATTERY BACKUP, MASSAPEQUA, NY
CONTRACT NO. H17-161

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

The Department of Parks concurs with the final acceptance of the *Retrofit of existing street lights to LED with solar power and battery backup, Massapequa, NY, Contract No. H17-161*, therefore there are no further recommendations.

If you should have any further inquiries regarding the above, please feel free to contact our office at extension 4142.



JOSEPH G. PINTO, COMMISSIONER
DEPARTMENT OF PARKS

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

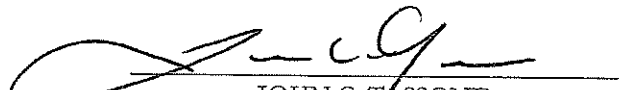
OCTOBER 21, 2024

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

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

SUBJECT: FINAL ACCEPTANCE
RETROFIT EXISTING STREETLIGHTS TO LED WITH SOLAR
POWER & BATTERY BACKUP, MASSAPEQUA, NEW YORK
CONTRACT NO. H17-161

This office is in receipt of your memo dated October 8, 2024 with regard to final acceptance of the above-mentioned project. The Highway Division did not attend the final walk-thru with your staff but we have inspected the locations for final acceptance. This office concurs with your recommendation to accept this project as final.



JOHN C. TASSONE
CHIEF DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS/HIGHWAY

JCT/nm

Cc: Richard W. Lenz, P. E., Commissioner of Public Works
Tim Keating, Bureau Chief, Public Lighting

JCT H17-161 GOSR solar lights Final concurrence to Eng

Reviewed By
Office of Town Attorney
Elizabeth A. Joughman

WHEREAS, Christina Harrison, Administrator, First Presbyterian Church, 60 East Main Street, Oyster Bay, New York, 11771, by letter dated October 8, 2024, requested the use of one (1) roll-off container, to be dropped off on Tuesday, November 19, 2024, and collected on Tuesday, November 26, 2024, for their Fall Clean-up; and

WHEREAS, Daniel M. Pearl, Commissioner, Department of Sanitation, by memorandum dated October 29, 2024, advised that the Department of Public Works/Highway has no objection to providing one (1) roll-off container for the First Presbyterian Church's Fall Clean-up, to be dropped off on Tuesday, November 19, 2024, and collected on Tuesday, November 26, 2024, at 60 East Main Street, Oyster Bay, New York, 11771, because it is not required for use by the Department of Sanitation at those times and the roll-off container is to be provided, without charge, as the event is not a profit-making event as defined by Town Code § 201-17; and

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

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and the Department of Public Works is authorized to provide use of one (1) roll-off container to the First Presbyterian Church, with the container to be dropped off on Tuesday, November 19, 2024, and collected on Tuesday, November 26, 2024, without charge, as the event is not a profit-making event as defined by Town Code § 201-17, for the Fall Clean-up, subject to the following conditions:

1. The use of all Town property shall be in conformance with the direction of the Commissioner of the Sanitation Department, or his duly authorized designee;
2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of Town property, and in the conduct of the aforescribed activities; and
3. The said organization shall file a Certificate of Insurance with the Town of Oyster Bay, indicating said organization maintains comprehensive general liability insurance, with a commercial liability limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate per year, and naming the Town as an additional insured, in connection with the afore-described activity.

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

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

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

October 29, 2024

TO: Memorandum Docket

FROM: Daniel M Pearl, Commissioner of Sanitation

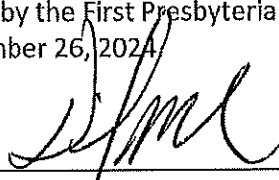
SUBJECT: Request: Roll Off Container
First Presbyterian Church
60 East Main Street
Oyster Bay, New York 11771

Attached please find a copy of a letter received in this office from Christina Harrison requesting a roll-off container for their Fall Clean Up. The container will be placed at 60 East Main Street, Oyster Bay, on Tuesday, November 19, 2024 and will be collected on Tuesday, November 26, 2024.

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

It is our opinion that the Fall Clean-Up does not constitute a profit-making or a fundraising event. Therefore, we hereby request the Honorable Town Board to approve this worthwhile organization the use of Town equipment without a charge.

Attached please find their certificate of insurance, endorsement, and Hold Harmless Agreement for the use of Town of Oyster Bay equipment by the First Presbyterian Church from, Tuesday, November 19, 2024, through Tuesday, November 26, 2024.



Daniel M. Pearl
Department of Sanitation

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



FIRST PRESBYTERIAN CHURCH
OYSTER BAY, NEW YORK
THE REV. DR. JEFFREY D. PREY, PASTOR

October 8, 2024

Town of Oyster Bay
Department of Public Works
Sanitation Division
150 Miller Place
Syosset, NY 11791
Attention: Cathy Walsh

Dear Cathy:

We are requesting the use of one roll-off container from November 19th, 2024 to November 26th, 2024.

Enclosed you will find the application, Certificate of Insurance, Endorsement, Hold Harmless Agreement and Placement diagram.

If you have any questions, please call me at (516)922-5477. Thank you.

Sincerely,



Cristina Harrison
Administrator

:ejh
Enclosure

(APPLICATION FOR TOWN OF OYSTER BAY ROLL OFF CONTAINER)

PLEASE TYPE OR PRINT CLEARLY

Name of Organization: First Presbyterian Church

Billing Address: 60 EAST MAIN STREET

OYSTER BAY, N.Y. 11771

Phone Number (Days): (516) 922-5477

Number of Container(s) Requested: 1

Address Where Container(s) Would Be Placed: same as above

Dates Container(s) Needed: From 11/19/2024 To 11/26/2024

Describe The Event For Which Container(s) Is/Are Requested: Fall clean up

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

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

Signature: Cristine Harmon Date: 10/8/2024

Title: CHURCH ADMINISTRATOR

Signature: _____ Date Received: _____

Signature: _____ Date Picked Up: _____

DO NOT WRITE BELOW THIS LINE

To Be Completed By Sanitation Division:

Approved By Resolution No.: ST \$250 Charge Applies: YES _____ NO

To Be Completed By Scale House:

Disposal Authorization Ticket No.: _____

Load Ticket No.: _____

Date: _____

Signature: _____

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/8/2024

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

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

PRODUCER Marsh & McLennan Agency LLC 110 Franklin Road, Suite 1100 Roanoke VA 24011	CONTACT NAME:		
	PHONE (A/C, No. Ext): (845) 561-1706 x271	FAX (A/C, No.):	
INSURED 000006304 FIRST PRESBYTERIAN CHURCH 60 E MAIN ST OYSTER BAY, NY 11771	INSURER(S) AFFORDING COVERAGE		NAIC#
	INSURER A: Lexington Insurance Company		19437
	INSURER B: Lexington Insurance Company		19437
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 1434650430 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR HYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE, <input checked="" type="checkbox"/> OCCUR	Y		11971568 048409888	1/1/2024 1/1/2024	1/1/2026 1/1/2026	EACH OCCURRENCE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PERI <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	AUTOMOBILE LIABILITY						MED EXP (Any one person)	\$ 10,000
	OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/>						PERSONAL & ADV INJURY	\$ 2,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						GENERAL AGGREGATE	\$ 5,000,000
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						PRODUCTS - COMP/OP AGG	\$ 5,000,000
	DED <input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
							EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
							PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Please contact your Insurance Board Agent, William A Smith and Son, Inc at 845-561-1706 for questions regarding your Certificate of Insurance. If you would like to speak to someone at the Insurance Board, please call 800-437-8630.

Use of Roll Off Container from 11/19/2024 to 11/26/2024

REVIEWED BY
OFFICE OF TOWN ATTORNEY
Raksh P. J. [Signature]

CERTIFICATE HOLDER Town of Oyster Bay 54 Audrey Avenue Oyster Bay NY 11771 United States	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>[Signature]</i>

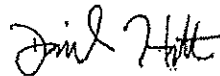
© 1988-2015 ACORD CORPORATION. All rights reserved.

This endorsement, effective January 1, 2024, 12:01 a.m., Forms a part of Policy No.: 11971658
Issued to: United Church Insurance Association
By: LEXINGTON INSURANCE COMPANY

**ENDORSEMENT
ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT OR WRITTEN OR ORAL
AGREEMENT ENDORSEMENT**

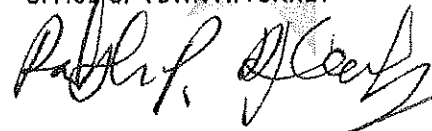
- A. Section II – Who is an Insured is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or a written or oral agreement in effect during this policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage".
- B. The insurance provided to the above described additional insured under this endorsement is limited as follows:
1. This insurance provides coverage with regard to Coverage A Bodily Injury And Property Damage (Section I - coverages only).
 2. The person or organization is only an additional insured with respect to liability arising out of "your work", "your product", or your operations.
 3. In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written or oral agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance shown in the Declarations pertaining to the coverage provided herein.
 4. This insurance does not apply to "bodily injury" or "property damage" arising out of "your work", "your product", or your operations included in the "product-completed operations hazard" unless you are required to provide such coverage by written contract or written or oral agreement and then only for the period of time required by the written contract or written or oral agreement and in no event beyond the expiration date of the policy.
 5. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis, unless the written contract or written or oral agreement with additional insured specifically requires that this insurance be primary and non-contributory with any other insurance carried by the additional insured. In such case, this insurance shall be primary and non-contributory with any other insurance carried by the additional insured.
- C. In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions. Failure to comply with this provision may, at our option, result in the claim or "suit" being denied.

All other terms and conditions of the policy remain the same.



Authorized Representative

REVIEWED BY
OFFICE OF TOWN ATTORNEY





TOWN OF OYSTER BAY
DEPARTMENT OF SANITATION

150 Miller Place
Syosset, NY 11791
516-677-5848
516-677-5868

Gary Terrell
Deputy Commissioner

Daniel M. Pearl
Commissioner

William Fox
Sanitation Supervisor III

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

This agreement is made this 8th day of OCTOBER, 2024 by

First Presbyterian Church (Hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or Equipment located at and/or described as

Roll-off

For the event described as

Fall Clean Up

REVIEWED BY
OFFICE OF TOWN ATTORNEY

[Signature]

The property/equipment is needed from November 19th to November 26th, 2024

The event for which the property and/or equipment is requested () is () is not a profit making event.

In consideration of the Town granting the Organization permission to temporarily use Town property and/or equipment, the undersigned, on behalf of the Organization, hereby agrees to assume all liability and risk of loss and shall be responsible for the supervision and welfare of all persons arriving on and using Town property and/or equipment in connection with the abovementioned event. The undersigned further hereby releases the Town of Oyster Bay, its Officers, employees, servants, agents and enumerated volunteers from any liability for any injuries sustained or damages incurred and agrees to reimburse the Town for any damages arising out of the Organization's use of the Town property and/or equipment. The undersigned agrees to indemnify and hold harmless, the Town, its officers, employees, servants, agents and enumerated volunteers, and to protect and defend them against any and all claims for the loss and/or expense or suits for damage to persons or property, including its property, arising from its use of the Town property and/or equipment.

Further, the Organization agrees to provide the Town with a copy of its general liability insurance certificate, in the amounts of \$1,000,000 each occurrence, \$2,000,000 general aggregate and, where appropriate, \$2,000,000 products, naming the Town as additional insured. All certificates of insurance must be accompanied by an endorsement.

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

Name of Organization:

First Presbyterian Church

Address of Organization:

60 East Main St.

OYSTER BAY, NY 11771

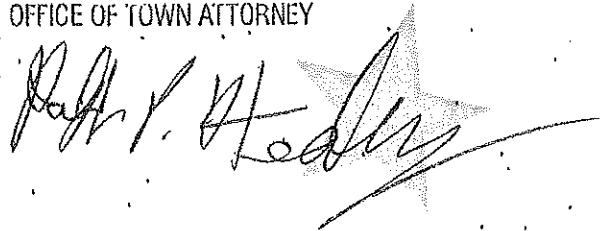
By: CRISTINA HARRISON

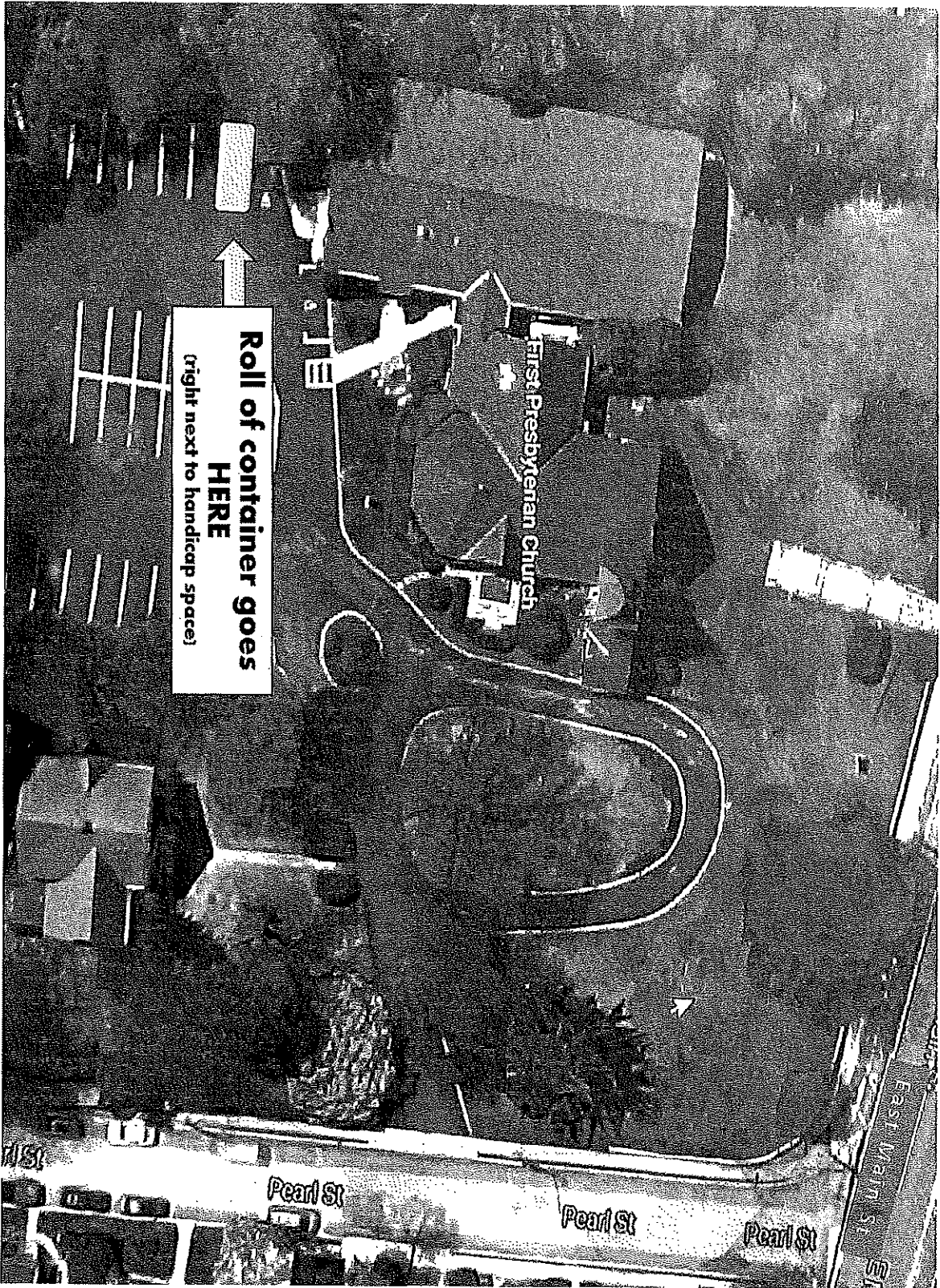
Authorized Representative

Title: CHURCH ADMINISTRATOR

Telephone No.: (516) 922-5477

REVIEWED BY
OFFICE OF TOWN ATTORNEY





**Roll of container goes
HERE**
(right next to handicap space)

First Presbyterian Church

Pearl St

Pearl St

Pearl St

East Main St

WHEREAS, Sheila Tarnowski, Director, Legislative Affairs, by memorandum dated November 6, 2024, recommended adoption of the following Town Board Meeting Schedule for 2025:

2025 Meeting Schedule

January	14	10:00 a.m.
January	28	10:00 a.m.
February	11	10:00 a.m.
February	25	10:00 a.m.
March	11	10:00 a.m.
March	25	10:00 a.m.
April	8	10:00 a.m.
May	6	7:00 p.m.
May	20	10:00 a.m.
June	10	10:00 a.m.
June	24	10:00 a.m.
July	15	10:00 a.m.
August	12	10:00 a.m.
September	9	10:00 a.m.
October	7	10:00 a.m.
October	21	10:00 a.m. & 7:00 p.m. (budget hearings)
October	28	10:00 a.m.
November	18	10:00 a.m.
December	9	10:00 a.m.

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town Board Meeting Schedule hereinabove set forth is hereby adopted.

-#-

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

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

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

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

November 6, 2024

TO: MEMORANDUM DOCKET
FROM: SHEILA TARNOWSKI, DIRECTOR, LEGISLATIVE AFFAIRS
THRU: OFFICE OF THE TOWN ATTORNEY
SUBJECT: PROPOSED TOWN BOARD MEETING DATES – 2025

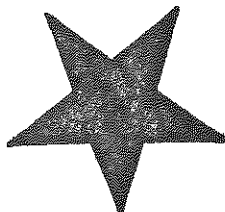
The following are the proposed Town Board Meeting dates for 2025.

January 14	10:00 am
January 28	10:00 am
February 11	10:00 am
February 25	10:00 am
March 11	10:00 am
March 25	10:00 am
April 8	10:00 am
May 6	7:00 pm
May 20	10:00 am
June 10	10:00 am
June 24	10:00 am
July 15	10:00 am
August 12	10:00 am
September 9	10:00 am
October 7	10:00 am
October 21	10:00 am & 7:00 pm (budget hearings)
October 28	10:00 am
November 18	10:00 am
December 9	10:00 am

I respectfully request Town Board approval to set these dates for the 2025 Town Board Meeting Schedule.

FRANK M. SCALERA
TOWN ATTORNEY

Sheila Tarnowski
Sheila Tarnowski
Director, Legislative Affairs



Reviewed By
Office of Town Attorney
Ralph P. Hedley

WHEREAS, Steven C. Ballas, Comptroller, by memoranda dated November 4, 2024 and November 8, 2024, requested Town Board authorization for the Office of the Comptroller to enter into an Agreement with Argus Computer Consulting, Inc., to provide On-Call Technology Consulting services for the Town, for a period of two (2) years, from January 1, 2025 through December 31, 2026, with options for two (2) one-year extensions, in an amount not to exceed \$242,000.00 per year, to assist in the upgrade and the implementation of additional modules in the Microsoft AX system, install and migrate data from the Town's existing Legacy system, IBM AS 400 mainframe and with various projects that require bridging the Town's Legacy system to various updated applications; and

WHEREAS, Thomas M. Sabellico, Special Counsel, Office of the Town attorney, by memorandum dated October 31, 2024, advised that it is the opinion of the Office of the Town Attorney that Argus Computer Consulting, Inc., is a sole source provider; and

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

NOW THEREFORE BE IT RESOLVED, That the request and recommendation as hereinabove set forth is accepted and approved, and that the Supervisor, or his designee, is hereby authorized to execute an Agreement between the Town and Argus Computer Consulting, Inc., to be negotiated by the Office of the Comptroller and approved by the Office of the Town Attorney, to provide On-Call Technology Consulting Services for the Town for the period of January 1, 2025 through December 31, 2026, in an amount not to exceed \$242,000.00, with an option of two (2) one-year extensions; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, and that the funds for said payment are to be drawn from Account Nos. CMP A 1680 46410 000 0000, CMP H 1997 26000 000 2207 001, (Project ID No. 2207 TWN TWN 15) and CMP H 1997 26000 000 2307 001, (Project ID No. 2307 TWN TWN 14).

-#-

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

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

896

TOWN OF OYSTER BAY
Inter-Departmental Memo

November 8, 2024

To: MEMORANDUM DOCKET
From: STEVEN C. BALLAS, COMPTROLLER
Subject: TECHNOLOGY CONSULTING SERVICES
SUPPLEMENTAL MEMO ITEM #24 OF THE 11/5/2024 DOCKET

Town Board authorization is hereby requested to allow this office to enter into an agreement with Argus Computer Consulting, Inc. to provide On-Call Technology Consulting Services to the Town. Services are requested to assist in the upgrade and the implementation of additional modules in the Microsoft AX system, install and migrate data from the Town's existing legacy system, IBM AS 400 mainframe, with various projects that require bridging the Town's legacy system to various updated applications.

Its sole proprietor, Itoe Sagai, possesses the expert knowledge to assist with said services. Attached please find a letter from Thomas M. Sabellico, Special Counsel, Office of the Town Attorney, dated October 31, 2024, whereby he has determined that Argus Computer Consulting, Inc. is considered a sole source vendor, complying with the Town's procurement policy.

The Town has reviewed the required disclosure questionnaire and is satisfied that the Town's Procurement Policy has been fulfilled.

Therefore, the Office of the Comptroller respectfully requests Town Board authorization for the Town to enter into an agreement to be negotiated by the Office of the Comptroller and approved by the Office of the Town Attorney. It is further requested for authorization for the Supervisor or his designee to execute said agreement for such services commencing January 1, 2025 through and including December 31, 2026, with an option of two (2) one-year extensions with Argus Computer Consulting, Inc. with a not-to-exceed cost of \$242,000.00.

Funds are available in capital and operating accounts CMP A 1680 46410 000 0000, CMP H 1997 26000 000 2207 001 (Project ID 2207 TWN TWN 15) and CMP H 1997 26000 000 2307 001 (Project ID 2307 TWN TWN 14).


STEVEN C. BALLAS
COMPTROLLER

Attachment
SCB:cmw

cc: IT Division
Reading

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

TO : STEVEN C. BALLAS, Comptroller

FROM : THOMAS M. SABELLICO, Special Counsel
Office of the Town Attorney

DATE : October 31, 2024

SUBJECT: Procurement – Argus Computer Consulting, Inc.

We are in receipt of your memorandum dated October 28, 2024, requesting the opinion of this office with respect to your office's compliance with the Town's Procurement Policy regarding the procurement of Argus Computer Consulting, Inc., as a sole source vendor, to upgrade the Town's Microsoft AX software as well as migrating Accounts Receivable and Fixed Assets from the Town's legacy system, IBM AS400 to the upgraded AX system,

In response to your inquiry, we have reviewed all of the materials you submitted, including the Town's Procurement Policy and our prior opinion, rendered in February 2018. The Procurement Policy, under Guideline 5(b), allows for the procurement of a vendor that is a "sole source" vendor without the need to advertise for or receive other proposals or quotes. That section of the Policy also defines a "sole source vendor" to include "those with a unique skill set." With respect to Argus Computer Consulting, Inc. and the services required by the Town through the Office of the Comptroller, based upon unique skill set of Argus Computer Consulting, Inc., and its significant history of, and familiarity with, the Town's computer systems, it is the opinion of this office that you are in compliance with the Town's Procurement Policy if you proceed to procure the services of Argus Computer Consulting, Inc., as a sole source vendor, to perform the services you outlined, without the need for any other procurements efforts.

Office of the Town Attorney

Thomas M. Sabellico

Thomas M. Sabellico
Special Counsel

TMS:/nb
cc: Frank M. Scalera, Esq., Town Attorney

Inter-Departmental Memo

November 4, 2024

To: MEMORANDUM DOCKET

From: STEVEN C. BALLAS, COMPTROLLER

Subject: AWARD OF ON-CALL TECHNOLOGY CONSULTING SERVICES
ARGUS COMPUTER CONSULTING, INC.

SUPPLEMENTAL MEMO TO FOLLOW

Additional information will be provided in a Supplemental Docket Memorandum to follow for the award of On-Call Technology Consulting Services for Argus Computer Consulting, Inc. services for the 2025 calendar year.

Therefore, we recommend and request that a space be reserved at the next Town Board meeting on November 19, 2024.


STEVEN C. BALLAS
COMPTROLLER

SCB:cmw

cc: IT Division
Reading File

WHEREAS, Steven C. Ballas, Comptroller, by memoranda dated November 4, 2024 and November 8, 2024, advised that a Request for Proposals (RFP) was issued by the Office of the Comptroller for On-Call Technology Consulting Services PWC 72-25 for the Town, for a period of two (2) years, with options for two (2) one-year extensions, if mutually agreeable, with said RFP being distributed to sixty-one (61) firms and advertised on the Town's website, resulting in receipt of thirty-seven (37) proposals submitted to the Town by the designated response date; and

WHEREAS, following the formation of an RFP Committee, a review, evaluation, and rating of the responses was conducted and in compliance with the requirements of Guidelines 6 and 9 of the Town's Procurement Policy, the Comptroller, by said memorandum, requested and recommended that the Town Board authorize and award a contract for On-Call Technology Consulting Services PWC 72-25, to 22nd Century Technologies, Inc., Cogent Infotech Corporation, Network Educational Technologies, LTD dba CSDNET, Custom Computer Specialists, LLC, Elegant Enterprise-Wide Solutions, Inc., Liro GIS, Inc., Marcum Technology, LLC, dba CBIZ Technology, LLC, UTC Associates, Inc., and Varmoda Tech, LLC, to be negotiated by the Office of the Comptroller and approved by the Office of the Town Attorney, for the period of January 1, 2025 through December 31, 2026, in a total amount not to exceed \$4,200,000.00 per year, with the option of two (2) one-year extensions, if mutually agreeable; and

WHEREAS, the Town has reviewed the proposed vendors' disclosure questionnaires and is satisfied that the Town's Procurement Policy has been fulfilled,

NOW THEREFORE BE IT RESOLVED, That the request and recommendation as hereinabove set forth is accepted and approved, and that Supervisor, or his designee, is hereby authorized to execute an Agreement between the Town and 22nd Century Technologies, Inc., Cogent Infotech Corporation, Network Educational Technologies, LTD dba CSDNET, Custom Computer Specialists, LLC., Elegant Enterprise-Wide Solutions, Inc., Liro GIS, Inc., Marcum Technology, LLC dba CBIZ Technology, LLC, UTC Associates, Inc., and Varmoda Tech, LLC, to be negotiated by the Office of the Comptroller and approved by the Office of the Town Attorney, to provide various On-Call Technology Consulting Services PWC 72-25, for the Town for the period of January 1, 2025 through December 31, 2026, in a total amount not to exceed \$4,200,000.00 per year, with the option of two (2) one-year extensions, if mutually agreeable; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, and that the funds for said payment are to be drawn from Account Nos. CMP A 1680 46410 000 0000, CMP H 1997 26000 000 2207 001, Project ID No. 2207 TWN TWN 15, CMP H 1997 26000 000 2307 001, Project ID No. 2307 TWN TWN 14 and ROT H 1997 26000 000 1509 001, Project ID No. 1509 ROTA 02.

-#-

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

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

Reviewed By
Office of Town Attorney
Elizabeth A. Jauchman

TOWN OF OYSTER BAY

Inter-Departmental Memo

November 8, 2024

To: MEMORANDUM DOCKET

From: STEVEN C. BALLAS, COMPTROLLER

**Subject: ON-CALL TECHNOLOGY CONSULTING SERVICES
SUPPLEMENTAL MEMO ITEM #23 OF THE 11/5/2024 DOCKET**

Pursuant to the Town of Oyster Bay Procurement Policy, Resolution No. 154-2021, the Office of the Comptroller solicited Requests for Proposals (RFPs) from sixty one (61) firms interested in providing On-Call Technology Consulting Services to the Town for a two (2) year period with the provision of two (2), one-year extension options, if mutually agreeable. In addition, the RFP was posted on the Town's website.

Thirty-seven (37) firms responded by the September 23, 2024 response date. 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. An IT RFP Review Committee was formed with eight (8) employees from different departments within the Town. Each of the thirty-seven responses were reviewed, evaluated and rated in detail by the IT RFP Review Committee.

Of these thirty-seven firms, the IT RFP Review Committee recommend that the following nine (9) firms be awarded for various technology services: 22nd Century Technologies, Inc., Cogent Infotech Corporation, Network Educational Technologies, LTD, dba CSDNET, Custom Computer Specialists, LLC., Elegant Enterprise-Wide Solutions, Inc., LiRo GIS, Inc., Marcum Technology, LLC, dba CBIZ Technology, LLC, UTC Associates, Inc. and Varmoda Tech LLC. The nine (9) firms were selected by choosing the top six (6) rated vendors in each service category as detailed below in alphabetical order:

Database Administrator

22nd Century Technologies, Inc.
Network Educational Technologies, LTD, dba CSDNET
Custom Computer Specialists, LLC.
LiRo GIS, Inc.
Marcum Technology, LLC, dba CBIZ Technology, LLC
UTC Associates, Inc.

System Developers

22nd Century Technologies, Inc.
Network Educational Technologies, LTD, dba CSDNET
Custom Computer Specialists, LLC.
LiRo GIS, Inc.
Marcum Technology, LLC, dba CBIZ Technology, LLC
UTC Associates, Inc.

Chief Information Security Officer/Virtual

22nd Century Technologies, Inc.
Custom Computer Specialists, LLC.
Elegant Enterprise-Wide Solutions, Inc.
Marcum Technology, LLC, dba CBIZ Technology, LLC
UTC Associates Inc.
Varmoda Tech LLC

Project Managers

22nd Century Technologies, Inc.
Custom Computer Specialists, LLC.
Elegant Enterprise-Wide Solutions, Inc.
LiRo GIS, Inc.
Marcum Technology, LLC, dba CBIZ Technology, LLC
UTC Associates Inc.

Geographic Information Systems (GIS) Analyst

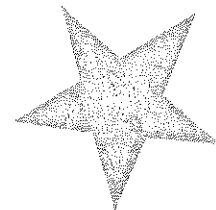
22nd Century Technologies, Inc.
Cognet Infotech Corporation
Custom Computer Specialists, LLC.
Elegant Enterprise-Wide Solutions, Inc.
LiRo GIS, Inc.
UTC Associates Inc.

Network Infrastructure Support Specialist, Physical layer (Cisco); (Design, Construction, and Maintenance),
Wireless LAN/WAN Design and Implementation

22nd Century Technologies, Inc.
Custom Computer Specialists, LLC.
Elegant Enterprise-Wide Solutions, Inc.
Marcum Technology, LLC, dba CBIZ Technology, LLC
UTC Associates Inc.
Varmoda Tech LLC

Cybersecurity Support

22nd Century Technologies, Inc.
Network Educational Technologies, LTD, dba CSDNET
Custom Computer Specialists, LLC.
Elegant Enterprise-Wide Solutions, Inc.
Marcum Technology, LLC, dba CBIZ Technology, LLC
UTC Associates Inc.



PC Support Specialists

Network Educational Technologies, LTD, dba CSDNET
Custom Computer Specialists, LLC.
Elegant Enterprise-Wide Solutions, Inc.
LiRo GIS, Inc.
Marcum Technology, LLC, dba CBIZ Technology, LLC
UTC Associates Inc.

Server/Operations Support Specialists (Design, Support, and Implementation)

22nd Century Technologies, Inc.

Custom Computer Specialists, LLC.

Elegant Enterprise-Wide Solutions, Inc.

LiRo GIS, Inc.

Marcum Technology, LLC, dba CBIZ Technology, LLC

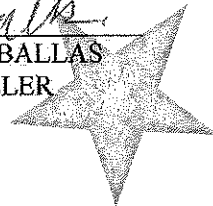
UTC Associates Inc.

Accordingly, the Office of the Comptroller respectfully requests Town Board authorization for the Town to enter into agreements to be negotiated by the Office of the Comptroller and approved by the Office of the Town Attorney. It is further requested for authorization for the Supervisor or his designee to execute said agreements for the purpose of providing On-Call Technology Consulting Services PWC 72-25 for a period from January 1, 2025 through December 31, 2026 with the option of two (2) one-year extensions if mutually agreeable.

The Town has reviewed the disclosure questionnaires and is satisfied that the Town's Procurement Policy has been fulfilled.

Funds will be available in capital and operating accounts CMP A 1680 46410 000 0000, CMP H 1997 26000 000 2207 001 (Project ID 2207 TWN TWN 15), CMP H 1997 26000 000 2307 001 (Project ID 2307 TWN TWN 14) and ROT H 1997 26000 000 1509 001 (Project ID 1509 ROTA 02) in an amount not to exceed \$4,200,000.00 as approved in the 2025 budget.


STEVEN C. BALLAS
COMPTROLLER



SCB:cmw

cc: Accounts Payable Division
Internal Audit Division (RFP File)
Reading File

TOWN OF OYSTER BAY

Inter-Departmental Memo

November 4, 2024

To: MEMORANDUM DOCKET
From: STEVEN C. BALLAS, COMPTROLLER
Subject: AWARD OF ON-CALL TECHNOLOGY CONSULTING SERVICES PWC 72-25
SUPPLEMENTAL MEMO TO FOLLOW

Additional information will be provided in a Supplemental Docket Memorandum to follow for the award of On-Call Technology Consulting Services for the 2025 calendar year.

Therefore, we recommend and request that a space be reserved at the next Town Board meeting on November 19, 2024.

Steven C. Ballas
STEVEN C. BALLAS
COMPTROLLER
Chun M. Lee

SCB:cmw

cc: IT Division
Reading File

Meeting of November 19, 2024

Resolution No. 898-2024

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memoranda dated November 4, 2024 and November 8, 2024, advised that pursuant to public notice, bids were duly solicited, and were regularly received on November 6, 2024, for Contract No. DP22-231, Theodore Roosevelt Memorial Park Sanitary System Upgrade, and said bids were publicly opened and read; and

WHEREAS, Commissioner Lenz, by said memoranda, further advised that in compliance with the Town's Procurement Policy, the bid proposals received for Contract No. DP22-231 were reviewed by D&B Engineers and Architects, DPC; and

WHEREAS, by letter dated November 8, 2024, D&B Engineers and Architects, DPC, recommended the award of Contract No. DP22-231 to Allen Industries, Inc., 510 Broadway, Amityville, NY 11701, the lowest responsive and responsible bidder among the two (2) bids received, in the amount of \$868,500.00; and

WHEREAS, as per Town policy, \$43,425.00 should be added to the low bid amount for potential quantity increases, for a total bid encumbrance of \$911,925.00; and

WHEREAS, Commissioner Lenz, by said memoranda, concurred with the recommendation of D&B Engineers and Architects, DPC, and recommended the award of Contract No. DP22-231, to Allen Industries, Inc., the lowest responsive and responsible bidder, in the amount of \$868,500.00, and \$43,425.00 for potential quantity increases, for a total bid encumbrance of \$911,925.00; 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. TWN A 1989 48940 543 0000; and

WHEREAS, Commissioner Lenz, by said memoranda, additionally advised that the project is to be funded with the use of Coronavirus State and Local Fiscal Recovery Program (SLFR) funding provided through the American Rescue Plan Act and that the Town is in receipt of its full SLFR appropriation which provides adequate funding to cover the costs of this project, and

WHEREAS, Commissioner Lenz, by said memoranda, further advised that the proposed vendor's disclosure questionnaire has been reviewed and has satisfied the Town's Procurement Policy,

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are accepted, and Contract No. DP22-231 is awarded to Allen Industries, Inc., in an amount not to exceed \$911,925.00, in accordance with the provisions herein, and the

ELM
Reviewed By
Office of Town Attorney
Elizabeth A. Jaughan

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. HWY H 197 20000 000 2103 008; 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 \$911,925.00, upon presentation of a duly certified claim, after audit.

-#-

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

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

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

NOVEMBER 8, 2024

TO : MEMORANDUM DOCKET

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

SUBJECT: SUPPLEMENTAL DOCKET MEMO TO ITEM NO. 29
DOCKET OF NOVEMBER 5, 2024
AWARD OF CONSTRUCTION CONTRACT
THEODORE ROOSEVELT MEMORIAL PARK SANITARY SYSTEM UPGRADE
CONTRACT NO. DP22-231
ACCOUNT NO. TWN A 1989 48940 543 0000

In furtherance to Item No. 29 of the docket of November 5, 2024, on November 6, 2024, the Division of Purchasing received bids for the subject project and the consulting engineer reviewed the bids. Allen Industries, Inc., 510 Broadway, Amityville, New York 11701, Federal ID No. 11-2966614, submitted the lowest responsive bid among two (2) in the amount of \$868,500.00.

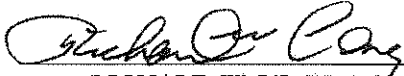
Attached is a letter dated November 8, 2024 from the office of D&B Engineers & Architects, DPC recommending the award of this contract to Allen Industries, Inc. in the amount of \$868,500.00. In accordance with Town policy, \$43,425.00 should be applied to the low bid amount for potential quantity increases for a total bid encumbrance of \$911,925.00.

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. TWN A 1989 48940 543 0000.

This project is to be funded with use of Coronavirus State and Local Fiscal Recovery Program (SLFR) funding, as provided through the American Rescue Plan Act. The Town is in receipt of its full SLFR appropriation which provides adequate funding to cover the costs of this project. SLFR funding for this project will be utilized in accordance with the SLFR guidelines as set forth by the United States Department of Treasury.

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

We concur with the recommendation of D&B Engineers & Architects, DPC, and request that Contract No. DP22-231 be awarded to Allen Industries, Inc. in the total bid amount of \$868,500.00 and that \$43,425.00 be applied to the low bid amount for a total bid encumbrance of \$911,925.00 to be issued by the Office of the Comptroller, and request that the Office of the Town Clerk be directed to release the bid bonds from the non-successful bidder.


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

RWL/MR/ljk

Attachments

cc: Steven Ballas, Comptroller
Joseph Pinto, Commissioner/Parks
Colin Bell, Deputy Commissioner/Environmental Resources

DP22-231 DOCKET AWARD SUPP



**D&B ENGINEERS
AND ARCHITECTS**

330 Crossways Park Drive, Woodbury, New York 11797
516-364-9890 • 718-460-3634 • www.db-eng.com

Principals

Steven A. Fangmann, P.E., BCEE
President & Chairman

William D. Merklin, P.E.
Executive Vice President

Robert L. Raab, P.E., BCEE, CCM
Senior Vice President

Joseph H. Marturano
Senior Vice President

November 8, 2024

Matthew Russo, P.E.
Deputy Commissioner
Town of Oyster Bay Department of Public Works
150 Miller Place
Syosset, NY 11791

Re: Town of Oyster Bay Department of Public Works
Theodore Roosevelt Memorial Park Sanitary System Upgrade
Contract No. DP22-231
Bid Evaluation
D&B No. 5768

Mr. Russo:

Bids were received on November 6, 2024, for Contract No. DP22-231, Theodore Roosevelt Memorial Park Sanitary System Upgrade. A detailed Bid Summary is attached. A summary of the bids is as follows:

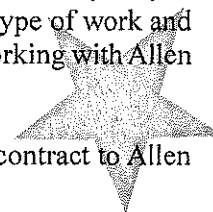
<u>Bidder</u>	<u>Total Base Bid Amount</u>
Allen Industries, Inc.*	\$868,500.00
G&M Earth Moving, Inc.	\$1,005,750.00

*Apparent Low Bidder

Based on the review of the bids received, the apparent low bidder is Allen Industries, Inc.

A Pre-Award interview was held via telephone on November 8, 2024. Allen Industries, Inc., as apparent low bidder, has indicated that they have experience with the proposed type of work and they are comfortable with their bid. D&B has had previous positive experience working with Allen Industries, Inc.

Based on the above, we recommend that the Town award the above-referenced contract to Allen Industries, Inc. for the Total Bid Amount of \$868,500.00.



D&B ENGINEERS AND ARCHITECTS

Matthew Russo, P.E.
Deputy Commissioner
Town of Oyster Bay Department of Public Works
November 8, 2024

Page 2

Should you have any questions regarding this recommendation, please do not hesitate to contact this office.

Very truly yours,



Matthew Thogersen, P.E.
Senior Associate

MT/rs

Attachments:

Detailed Bid Summary
Record of Telephone Conversation
Sealed Bid Package – Allen Industries, Inc.
Bid Reading

Cc: T. Immerso (TOB)
J.H Marturano (D&B)
L. Lautato (D&B)

•5768/MT110824MR

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO


NOVEMBER 4, 2024

TO: MEMORANDUM DOCKET

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

SUBJECT: AWARD OF CONSTRUCTION CONTRACT
THEODORE ROOSEVELT MEMORIAL PARK SANITARY SYSTEM UPGRADES
CONTRACT NO. DP22-231
SUPPLEMENTAL MEMO TO FOLLOW

Bids for this project are due to be received on November 6, 2024. A formal recommendation of award will be provided in a Supplemental Docket Memorandum at the next docket meeting. We, therefore, recommend and request that a space be reserved at the next Town Board meeting on November 19, 2024 to take action on Award of Construction Contract for Theodore Roosevelt Memorial Park Sanitary System Upgrades, Contract No. DP22-231.


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

RWL/MR/lk

C: Steven Ballas, Comptroller
Ralph Raymond, Commissioner/General Services
Joseph Pinto, Commissioner/Parks
Colin Bell, Deputy Commissioner/Environmental Resources
Thomas Immerso, Division of Engineering

DP22-231 DOCKET AWARD RESERVE

REVIEWED BY
OFFICE OF TOWN ATTORNEY

WHEREAS, Michael Dell'Anno, Vice-President, Nassau Shores Civic Association, P.O. Box 171, Massapequa, New York 11758, by letter dated October 15, 2024, requested the closure of Unqua Road at Suffolk Road, Nassau Road at Roy Avenue and Nassau Road at Hollywood Avenue, Massapequa, from 12:00 p.m. to 10:00 p.m. on November 29, 2024, as well as the use of one (1) snowmobile, six (6) to eight (8) complete barricades for the ingress/egress points previously referred, and two (2) portable lights for use at Unqua Circle, for the Civic Association's Annual Holiday Tree Lighting Event, to be held on Friday, November 29, 2024, from 6:00 pm until 8:00 pm; and

WHEREAS, Mr. Dell'Anno, by said letter, further requested that the Town Board waive Chapter 82 of the Code of the Town of Oyster Bay, "Alcoholic Beverages", Section 82-3, "Prohibitions", for the duration of the aforementioned event at the location of the event; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memoranda dated November 4, 2024 and November 8, 2024, respectively, advised that the Department of Public Works has no objection to providing the Nassau Shores Civic Association with the closure of Unqua Road at Suffolk Road, Nassau Road at Roy Avenue and Nassau Road at Hollywood Avenue, Massapequa, from 12:00 p.m. to 10:00 p.m. on November 29, 2024, as well as the use of eight (8) complete barricades for the Civic Association's Annual Holiday Tree Lighting Event, to be held on Friday, November 29, 2024, from 6:00 pm until 8:00 pm since that equipment will not be required for use by the Town at that time; and

WHEREAS, the request for a snowmobile and portable lights has been forwarded to the Department of Parks; 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 accepted and approved, and the Department of Public Works is hereby authorized to provide the Nassau Shores Civic Association with the closure of Unqua Road at Suffolk Road, Nassau Road at Roy Avenue and Nassau Road at Hollywood Avenue, in Massapequa, from 12:00 p.m. to 10:00 p.m. on November 29, 2024, as well as the use of eight (8) complete barricades for the Nassau Shores Civic Association's Annual Holiday Tree Lighting Event, to be held on Friday, November 29, 2024, from 6:00 pm until 8:00 pm; with the provisions of Chapter 82 of the Code of the Town of Oyster Bay, "Alcoholic Beverages", Section 82-3, "Prohibitions", waived for the duration of the aforementioned event at the location of the event; and subject to the following terms and conditions:

1. The use of all Town property shall be in conformance with the direction of the Commissioner of the Department of Public Works or his duly authorized representative;

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

3. The said organization shall file a certificate of insurance with the Town of Oyster Bay, indicating said organization maintains general liability insurance in the amount of \$2,000,000 bodily injury and \$1,000,000 property damage, and naming the Town as an additional insured, in connection with the afore-described activity; and be it further

RESOLVED, That the request for a showmobile and portable lights will be fulfilled by the Department of Parks upon payment of the applicable permit fee.

-#-

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

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

TOWN OF OYSTER BAY

Inter-Departmental Memo

November 8, 2024

TO: MEMORANDUM DOCKET

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

SUBJECT: NASSAU SHORES CIVIC ASSOC. ANNUAL HOLIDAY TREE LIGHTING EVENT
TO BE HELD FRIDAY, NOVEMBER 29TH 2024
(SUPPLEMENTAL MEMO #30 11/5/24)

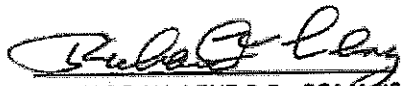
Enclosed please find a copy of the letter from Michael Dell'Anno, Vice President, requesting our assistance on behalf of the Nassau Shores Civic Association in conducting their annual Holiday Tree Lighting Event Friday, November 29th 2024 from 12:00 pm to 10:00 pm.

The Highway Division has no objection to the Nassau Shores Civic Association utilizing Unqua Road at Suffolk Road, Nassau Road at Roy Avenue and Nassau Road at Hollywood Avenue from 12:00 pm to 10:00pm in Massapequa on Friday, November 29th, 2024 for their annual Holiday Tree Lighting Event.

Further, the Highway Division will be pleased to provide eight (8) complete barricades for this event.

The Organization is also requesting the waiver of the Town Ordinance pertaining to the consumption of alcoholic beverages in public (Chapter 82-3 of the Town of Oyster Bay) on behalf of the Nassau Shores Civic Association during their event on November 29th 2024.

Also attached is the Certificate of Insurance, Endorsement Sheet, and Hold Harmless Agreement to cover this event, therefore, Town Board approval is requested.



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

JCT/kaz

Attachments

CC: John C. Tassone, Chief Deputy Commissioner DPW
Cathy McWilliams, Department of Parks
Scott Pfeifer, General Foreman 003
Justin McCaffrey, Commissioner, Department of Public Safety
Grace SantaMaria, Highway Administration



NASSAU SHORES CIVIC ASSOCIATION
Post Office Box 171
Massapequa, N.Y. 11758

October 15, 2024

Supervisor Joseph Saladino c/o
Town of Oyster Bay
54 Audrey Avenue
Oyster Bay, New York 11771-1592

Dear Supervisor Saladino and Town of Oyster Bay Board,

On behalf of the Nassau Shores Civic Association, we are respectfully requesting permission to host our annual Holiday Tree Lighting Event. As in the past, it will be held at Unqua Circle in Nassau Shores. We are targeting the date of Friday, November 29, 2024 between 6pm and 8pm. As always, we begin our setup at 12:00pm that day.

In conjunction with the Holiday Tree Lighting Event, we are requesting the following:

- Road Closure for the following ingress points: Unqua Road at Suffolk Road, Nassau Road at Roy Avenue and Nassau Road at Hollywood Avenue from approximately 12:00PM to 10:00PM.
- One Showmobile (location to be discussed)
- 6-8 barricades / 2 for the aforementioned ingress/egress points noted above
- Open Container law waived for the day. Please include this in your response.
- 2 Portable Lights for the Unqua Circle

Thank you in advance for your assistance in this matter and if there are any questions, please contact me on my cellphone at 516-510-5583.

Sincerely,

Michael Dell'Anno
Vice President
Nassau Shores Civic Association

CC:

John Guerirro, President of Nassau Shores Civic Association
Jim McCaffrey



AGENCY CUSTOMER ID: 1898

LOC #: All



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY COMPLETELY COVERED INSURANCE AGENCY, INC.		INSURED NASSAU SHORES CIVIC ASSOCIATION PO BOX 171 MASSAPEQUA, NY 11758	
POLICY NUMBER SE 1135724		EFFECTIVE DATE: 11/29/2024	
CARRIER United States Liability Insurance Company	NAIC CODE 25995		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

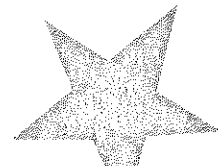
FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

COVERAGE PART	LIMITS
Commercial Liability	
Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit (Any One Person/Organization)	\$1,000,000
Medical Expense Limit (Any One Person)	\$1,000
Damages To Premises Rented To You (Any One Premises)	\$100,000
Products/Completed Operations Aggregate Limit	See L-535
General Aggregate Limit	\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

The limits include applicable retentions. The Town of Oyster Bay, its officers, employees, servants, agents and enumerated volunteers are included as Additional Insured if required by written contract with respect to use of property and equipment for the Tree Lighting held 11/29/2024 at: Unqua Circle, Massapequa, NY 11758. Town of Oyster Bay is an additional insured per CG 20 26 04 13L-820 12/18 Special Events Blanket Additional Insured Endorsement is part of this policy.

Reviewed By
Office of Town Attorney



NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

(Free Trade Zone Statistical Code 2-14141)

ACORD 101 (2008/01)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

Effective Date: 11/29/2024
TOWN OF OYSTER BAY
150 MILLER PL
SYOSSET, NY 11801

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

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

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

However:

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

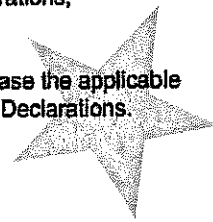
B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

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

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

whichever is less.

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



Reviewed By
Office of Town Attorney

Harmless Agreement for Use of Town Property and/or Equipment

This Agreement with the Town of Oyster Bay (TOWN") is entered into this 3RD day of Nov., 2024, by NASSAU SHORES CIVIC ASSOCIATION (hereinafter "PERMITTEE"). Whereas, the Permittee has entered into an agreement with the Town regarding an event and desires to use Town of Oyster Bay property and/or equipment located at/or described as ANNUAL HOLIDAY TREE LIGHTING EVENT, AT UNIONA CIRCLE

for the event described as NASSAU SHORES HOLIDAY TREE LIGHTING which is scheduled for the following dates (include setup, clean up and rain dates): N/A

The event for which the property and/or equipment is requested () is () is not a profit making event.

By acceptance of a permit issued for this event/activity by the TOWN, and in consideration of the Town granting the Permittee permission to temporarily use Town property and/or equipment, the Permittee, by the authorized signature of the undersigned, hereby agrees to assume all liability and risk of loss, arising out of the actions and activities and negligence of the Permittee and its agents, employees, servants and volunteers, and shall be responsible for the supervision and welfare of all persons arriving on and using Town property and/or equipment in connection with the abovementioned event. The Permittee further hereby releases the Town of Oyster Bay, its officers, employees, servants, agents and enumerated volunteers from any liability for any injuries sustained or damages incurred and agrees to reimburse the Town for any damages arising out of the Permittee's use of the Town property and/or equipment, except to the extent the Town's negligence contributed thereto. The Permittee agrees to indemnify and hold harmless the Town, its officers, employees, servants, agents and enumerated volunteers, and to defend and protect the Town and its employees, against any and all claims for the loss and/or expense or suits for damage to persons or any property, arising from Permittee's use of Town property and/or equipment, except to the extent that any negligence of the Town contributed thereto.

Further, the Permittee agrees to provide evidence (by providing a Certificate of Insurance and additional insured endorsements), upon permit application, that it has obtained General or Special Event Liability Insurance coverage on which the Town has been named as an Additional Insured, providing coverage in force during the course of the Permitted event, including the opening date, the closing date, set up date(s), breakdown date(s) and rain date(s), in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate, \$500,000 property damage and, where appropriate, \$2,000,000 products liability. Liquor liability insurance, in the amount of \$1,000,000, on which the Town is named as an additional insured, must also be obtained and submitted with the permit application whenever alcohol is to be served or sold as part of the Permitted event. Alcohol shall not be served or sold at a Permitted event unless Permittee obtains approval from the State Liquor authority and a waiver by the Town Board of the applicable Town Code Provisions.

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

Name of Permittee:

Michael Dell'Anno, VICE PRESIDENT

Address of Permittee:

PO NASSAU SHORES CIVIC ASSOCIATION
23 GREATWATER AVE., MASSAPEQUA NY 11758

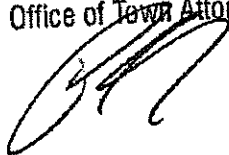
By:

Michael Dell'Anno
Authorized Representative

Title: VICE PRESIDENT

Telephone Number: 516-510-5583

Reviewed By
Office of Town Attorney



DATE: 11/8/24

TO: HIGHWAY OPERATIONS

SUBJECT: Nassau Shores Civic Association 2024 Holiday Tree Lighting Event

PLEASE DELIVER TO:

DATE OF EVENT: 11/29/24

Unqua Circle
Massapequa

BARRICADES: 8

CONES:

SORT PAILS:

CONTACT: Michael Dell'Anno
516-510-5583

PORTABLE LIGHTS:

GENERATOR:

PACKER:


DELIVER ON: 11/27/24

PICKUP ON: 12/2/24

SWEEPING BEFORE AFFAIR IS NEEDED:

	<u>XX</u>
YES	NO

Please be advised that when signing on receipt of Town Equipment, your organization will be held responsible for their return.


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

JCT/kaz

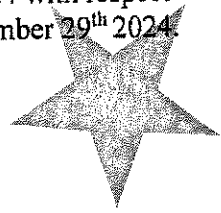
CC:
Scott Pfeifer, General Foreman 003
Dan Kornfeld
Regional Foreman 007
Public Safety Division

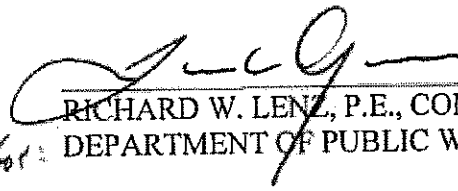
TOWN OF OYSTER BAY
Inter-Departmental Memo

November 4, 2024

TO: MEMORANDUM DOCKET
FROM: RICHARD W. LENZ P.E., COMMISSIONER
DEPARTMENT OF PUBLIC WORKS
SUBJECT: NASSAU SHORES CIVIC ASSOCIATION
HOLIDAY TREE LIGHTING EVENT

Please reserve a space on the Town Board calendar of November 19th 2024 with respect to the Nassau Shores Civic Assoc. Holiday Tree Lighting Event on November 29th 2024. Supplemental memorandum to follow.




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

JCT/kz

Meeting of November 19, 2024

Resolution No. 900-2024

WHEREAS, RG CROSSWAYS OWNER LLC, fee owner, petitioned the Town Board for the granting of a Special Use Permit to allow for a proposed 40,656 square foot electric vehicle service tenancy in a portion of an existing 145,200 square foot warehouse building and for approval of related site improvements, on premises located in a Light Industrial ("I.P") District, at 1 Media Crossways, Woodbury, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 15, Block 196, Lots 15, 17, and 23, on the Land and Tax Map of Nassau County; and

WHEREAS, a duly advertised public hearing on said Petition was held by the Town Board of the Town of Oyster Bay on August 13, 2024, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, the Town of Oyster Bay Department of Environmental Resources, Town Environmental Quality Review Division, has reviewed the Petition, Site Plans (revised June 4, 2024), the Application for Site Plan Approval (dated March 1, 2024), the New York State Short Environmental Assessment Form (dated June 25, 2024), and a Town of Oyster Bay Short Environmental Assessment Form Addendum (dated June 25, 2024), and submitted its memorandum June 27, 2024, regarding the environmental impacts contemplated by said Petition and determined that the proposed action classified as a Type II action pursuant to the SEQR Type II Action List, as Item #18, pertaining to, "reuse of a residential or commercial structure, or of a structure containing mixed residential and commercial uses, where the residential or commercial use is a permitted use under the applicable zoning law or ordinance, including permitted by special use permit, and the action does not meet or exceeds any of the thresholds in Section 617.4" and therefore does not require the completion of an Environmental Impact Statement or any review or other procedural activities pursuant to SEQR or TEQR; and

WHEREAS, the Nassau County Planning Commission, by Resolution No. 10585-24, adopted August 15, 2024, deferred to the Town Board of the Town of Oyster Bay to take action as it deemed appropriate on said application; and

WHEREAS, the Town Board of the Town of Oyster Bay, based upon the relevant facts and circumstances presented at the public hearing, and based upon the facts and information within the personal knowledge of the members of the Town Board, finds the following: that because of the area, location, nature and character of the subject property, the below described premises are adequate and suitable for the requested use; that the granting of this application, subject to the imposition of certain covenants, restrictions and provisions, will not adversely affect the present character of the area; and the granting of this application will be compatible with the purposes and objectives of the comprehensive zoning plan of the Town of Oyster Bay; and

WHEREAS, Hon. Angelo A. Delligatti, Commissioner, Department of Planning and Development, by memorandum dated July 1, 2024, advised that the Department of Planning and Development has reviewed the following four (4) plans prepared by Christopher Robinson, P.E., R&M Engineering, Huntington, New York, as well as one (1) plan prepared by Damien Melo, R.A., Ware Malcomb, New York, New York:

Reviewed By
Office of Town Attorney
Thomas Malcom

<u>SHEET NO.</u>	<u>TITLE</u>	<u>PREPARED BY</u>	<u>LAST REVISED</u>
SP-1	Amended Site Plan Cover Sheet	Christopher Robinson, P.E.	06/04/2024
SP-2	Amended Site Plan Alignment Plan	Christopher Robinson, P.E.	06/04/2024
SP-3	Amended Site Plan Utility Plan	Christopher Robinson, P.E.	06/04/2024
SP-4	Amended Site Plan Construction Details	Christopher Robinson, P.E.	06/04/2024
T-1-1.1	Site Plan (Floor Plan & Elevations	Damien Melo, R.A.	03/05/2024

WHEREAS, said Commissioner further reported that the plans submitted, as modified, comply with the standards set forth in the Code of the Town of Oyster Bay, Section 246.6, Site Plan Review, and recommends Town Board approval for the site plans enumerated herein,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board of the Town of Oyster Bay does hereby accept the conclusion of the Town of Oyster Bay Department of Environmental Resources, and determines that the proposed action is deemed to fall under the New York State Environmental Quality Review Act, 6 NYCRR, Part 617, Section 617.5(c), Type II Actions List, as Item No. 18, pertaining to, "reuse of a residential or commercial structure, or of a structure containing mixed residential and commercial uses, where the residential or commercial use is a permitted use under the applicable zoning law or ordinance, including permitted by special use permit, and the action does not meet or exceeds any of the thresholds in Section 617.4" and therefore does not require the completion of an Environmental Impact Statement or any review or other procedural activities pursuant to SEQR or TEQR; and be it further

RESOLVED, That the Petition of RG CROSSWAYS OWNER LLC, fee owner, for the granting of a Special Use Permit to allow for a proposed 40,656 square foot electric vehicle service tenancy in a portion of an existing 145,200 square foot warehouse building and for approval of related site improvements, on premises located in a Light Industrial ("LI") District, at 1 Media Crossways, Woodbury, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 15, Block 196, Lots 15, 17, and 23, on the Land and Tax Map of Nassau County, is hereby GRANTED for the premises described as follows:

SCHEDULE A

ALL that certain plot, piece or parcel of land, situated, lying and being in the Hamlet of Woodbury, in the Town of Oyster Bay, County of Nassau and State of New York, being further described as follows:

BEGINNING at a point on the southerly side of Media Crossways Drive at the extreme easterly end of the arc of a curve connecting

the easterly side of Seaford Oyster Bay Expressway with the southerly side of Media Crossways Drive;

RUNNING THENCE along the southerly side of Media Crossways Drive North 85 degrees 43 minutes 01 second, East, 649.41 feet;

THENCE southerly along the arc of a curve bearing to the right having a radius of 50 feet, a distance of 78.54 feet to a point in the westerly side of Crossways Park West;

THENCE along the westerly side of Crossways Park West, South, 04 degrees 16 minutes 59 seconds East, 413.00 feet;

THENCE South 85 degrees 43 minutes 01 second, West, 343.44 feet;

THENCE South 04 degrees 16 minutes 59 seconds, East, 73.04 feet;

THENCE South 67 degrees 33 minutes 29 seconds, West, 225.47 feet;

THENCE South 67 degrees 36 minutes 30 seconds, West, 145.51 feet to the easterly side of Seaford Oyster Bay Expressway;

THENCE northerly along the easterly side of Seaford Oyster Bay Expressway, along the arc of a curve having a radius of 5294.62 feet, a distance of 602.64 feet (684.25 feet by deed);

THENCE northeasterly along the arc of a curve bearing to the right having a radius of 50.00 feet, a distance of 80.13 feet to the southerly side of Media Crossways Drive, to the point of place of BEGINNING.

SAID premises being known as and by street address 1 Media Crossways, Woodbury, New York, and described as Section 15, Block 196, Lots 15, 17, and 23 on the Land and Tax Map of the County of Nassau.

and be it further

RESOLVED, That the Petition herein granted is subject to the voluntary covenants and restrictions imposed upon the subject premises by the Petitioners, as set forth in the written instrument attached herewith, to be duly recorded in the Office of the Clerk of Nassau County within one year of this Resolution, and the subject Petition may only become effective upon such recording; and be it further

RESOLVED, That in accordance with the memorandum of Hon. Angelo A. Delligatti, Commissioner, Department of Planning and Development, dated July 1, 2024, the five (5) plans described herein are hereby approved.

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

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

Reviewed By
Office of Town Attorney

DECLARATION OF RESTRICTIVE COVENANTS

RG CROSSWAYS OWNER LLC, fee owner, with a business address of 1271 Avenue of the Americas, 24th Floor, New York, New York 10020, does by this declaration, dated _____, declares as follows:

WHEREAS, RG CROSSWAYS OWNER LLC, fee owner, petitioned the Town Board for the granting of a Special Use Permit to allow for a proposed 40,656 square foot electric vehicle service tenancy in a portion of an existing 145,200 square foot warehouse building and for approval of related site improvements on premises located in a Light Industrial ("LI") District, at 1 Media Crossways, Woodbury, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 15, Block 196, Lots 15, 17, and 23, on the Land and Tax Map of Nassau County; and

WHEREAS, A duly advertised public hearing on said Petition was held by the Town Board of the Town of Oyster Bay August 13, 2024, at which hearing all parties interested in the subject matters and desiring to be heard were heard; and

WHEREAS, the Town Board of the Town of Oyster Bay, by Resolution No. 900 -2024, dated November 19, 2024, the ("Granting Resolution"), approved said applications subject to the execution of a Declaration of Restrictive Covenants; and

WHEREAS, said Declarant, for the purpose of preserving the value, and in order to assure the orderly development of the below described premises in Schedule "A" herein, and for the benefit and protection of persons and property in the area, does hereby voluntarily impose the following covenants and restrictions with respect to the premises identified as 1 Media Crossways, Woodbury, Town of Oyster Bay, New York, ("subject premises") which will run with the land and be binding upon said Declarant, its successors and/or assigns,

NOW, THEREFORE, said Declarant, does hereby covenant and declare as follows:

1. That until the Special Use Permit granted by the Granting Resolution is suspended or revoked, the 40,656 square feet of the warehouse located on the subject premises, identified in the Petition, shall not be used for any other purposes other than electric vehicle service which shall consist of the maintenance and service of all-electric vehicles, with

associated indoor space for waiting areas, offices related to the vehicle service business, parts storage, maintenance, and customer pick-up.

2. That there shall be no standard lithium batteries on the subject premises. Lithium ion batteries, capable of being extinguished with water, shall not be stored on the premises as a course of business, but shall be ordered as necessary and shall be allowed to be on the premises, short-term, until they are installed in the vehicle for which they were ordered.

3. That the hours of operation for the electronic vehicle service shall be from 6:30 a.m. to 9:00 p.m., Monday through Saturday, and 8:00 a.m. to 5:00 p.m., Sundays.

4. That the use of the subject premises shall not be a Motor Vehicle Dealership, as defined in the Code of the Town of Oyster Bay, but shall be for the staging, delivery, testing, and maintenance of purchased electric vehicles.

5. That overnight vehicle storage and the storage of unsold inventory vehicles shall be prohibited; vehicles onsite for staging, delivery, testing, or maintenance may be stored overnight.

6. That there shall be no parking of commercial vehicles on the portion of the subject premises used for the Special Use granted, except those commercial vehicles related to the use of the subject premises as an electric vehicle service station.

7. Tractor/trailers and car carriers shall be permitted and parked only within the approved truck court on the subject premises.

8. Auto body work and collision repair shall be prohibited at all times but this restriction shall not prohibit such minor work as normally carried on as an accessory use of a vehicle service station (i.e., addition of window washer fluid, etc.);

9. That, with the exception of car carriers for the delivery of vehicles, all deliveries to the business for which the instant Special Use Permit has been granted shall be accomplished during business operation hours and shall be made by trucks that fit entirely on the premises.

10. That there shall be no backing of delivery trucks onto, or parking of delivery trucks on, adjacent streets, and no delivery truck shall block any sidewalk at any time.

11. That the engines of all vehicles delivering products shall shut down during the delivery, and shall not be running or idling.

12. That no mechanical games of amusement, including but not limited to: gambling type machines, video games, games of chance, lottery machines, shall be permitted on the subject premises.

13. That the entire subject premises shall be effectively policed to eliminate litter, papers, and trash, and shall be policed to remove oil cans, grease spots, etcetera, so as to present an overall clean and neat appearance.

14. That any and all signs that are to be erected and maintained are to comply with all applicable provisions of present or future laws or ordinances of the Town of Oyster Bay. No neon or illuminated or animated signs will be permitted.

15. That all exterior lights shall be located, positioned, and directed so as not to interfere with or cause annoyance or inconvenience to vehicular traffic or the surrounding areas, including any residences, and will be of shielded design to minimize impacts.

16. That all waste, garbage, refuse, and rubbish shall be placed and kept in suitable closed containers. Any dumpsters will be enclosed. All waste, garbage, refuse, and rubbish will be disposed of in accordance with applicable statutes, ordinances, and laws. Refuse will be picked up, and dumpsters emptied, during regular business hours.

17. That the planting of shrubs or other installations, be maintained in order to insure and maintain driver visibility on the subject premises and on the ingress from and egress onto public roadways.

18. That all paved areas, driveway, and parking areas shall be paved and maintained in good repair at all times and shall be provided with proper storm water drainage. Parking shall only be permitted in designated parking spaces.

19. That no Building Permit and/or Certificate of Occupancy shall be issued unless and until the development of the site is in conformance with the four (4) plans prepared by Christopher Robinson, P.E., R&M Engineering, and the one (1) plan prepared by Damien Melo, R.A., Ware Malcomb, reviewed in accordance with Section 246-6, "Site Plan Review",

of the Zoning Code of the Town of Oyster Bay, recommended for acceptance by Hon. Angelo A. Delligatti, Commissioner, Department of Planning and Development, by memorandum dated June 14, 2024, approved by the Town Board of the Town of Oyster Bay, including any and all amendments that the Town Board may have required to said plans. In the event Declarant seeks permission to make a change to the subject structures or property after the date of the Granting Resolution, the Department of Planning and Development shall determine whether the proposed change is a major or minor modification. If a proposed modification is deemed minor, the Department of Planning and Development shall have final approval of same. Any major modifications to said plans shall require Town Board approval. The plans approved by the Granting Resolution are as follows:

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20. That there shall be strict compliance with any and all ordinances, laws, regulations or directives of the Town of Oyster Bay, the Nassau County Fire Marshal's Office, the Nassau County Department of Health and any and all other agencies or departments of the Town of Oyster Bay, the County of Nassau, the State of New York and/or the United States of America, and such ordinances, laws, regulations or directives shall be incorporated herein by reference.

21. That in the event of any violation of any kind of the restrictions, covenants or provisions recited herein, or any ordinances or regulations, and failure to remedy such violation within thirty (30) days after notice by the Town to the then owner of the real estate or the current operator of the subject premises of whom the Town has been given notice, the Town shall have the right to suspend or revoke forthwith, the special use permit granted, and/or Building Permit or Certificate of Occupancy issued, unless a cure for such violation has been commenced or is being diligently pursued.

22. This Declaration shall be filed with the County Clerk of Nassau County and be construed with the same force and effect as a recorded document, and shall be deemed a covenant running with the land. The restrictions contained herein may be enforced by the Town Board of the Town of Oyster Bay to the same extent and with the same authority as the enforcement of a Zoning Ordinance. This Declaration shall not be modified, changed, altered or amended except with the consent of the Town Board of the Town of Oyster Bay.

SCHEDULE A

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RUNNING THENCE along the southerly side of Media Crossways Drive North 85 degrees 43 minutes 01 second, East, 649.41 feet;

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SAID premises being known as and by street address 1 Media Crossways, Woodbury, New York, and described as Section 15, Block 196, Lots 15, 17, and 23 on the Land and Tax Map of the County of Nassau.

IN WITNESS WHEREOF, the Declarant has hereunto set its hand and seal the day and year first above written.

RG CROSSWAY OWNER LLC, Fee owner

BY: _____, Managing Member

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

On the _____ day of _____ in the year 2024 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity(ies), and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

WHEREAS, 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 November 18, 2024, 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 Saturday, December 7, 2024, in Hicksville, New York,

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 Saturday, December 7, 2024.

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Reviewed By
Office of Town Attorney
Elizabeth A. Janczyk

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

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