

Meeting of May 23, 2023

Resolution No. TF-7-2023

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

ITEM NO.	DEPT.	AMOUNT	FROM
25-23	PKS	\$ 12,000.00	PKS A 7110 46300 000 0000
			TO
		\$ 12,000.00	PKS A 7110 25000 000 0000
026-23	SAN	\$ 4,000.00	FROM
			SAN SR05 8160 46530 000 0000
			TO
		\$ 4,000.00	PKS SP01 7180 41600 000 0000
027-23	IGA	\$ 81,937.02	FROM
			IGA CD 8610 48080 707 CV21
			TO
		\$ 81,923.02	IGA CD 8676 44800 707 CV21
			TO
		\$ 34,857.16	IGA CD 8676 49200 707 CV21
			FROM
		\$ 34,857.16	IGA CD 8676 44800 707 CV21

-#-

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

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner
Department of Parks

DATE: May 3, 2023

SUBJECT: 2023 Transfer of Funds

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

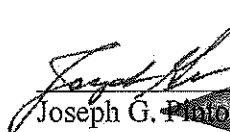
FROM:

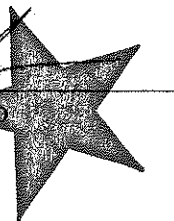
PKS-A-7110-46300-000-0000	Building, Property Maintenance	\$12,000.00
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TO:

PKS-A-7110-25000-000-0000	General Equipment	\$12,000.00
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This transfer is being requested to provide funds necessary for general equipment requested by the Department of Parks.


Joseph G. Pinto
Commissioner



JGP:jpb

Town of Oyster Bay
Inter-Departmental Memo

May 3, 2023

TO: Memorandum Docket

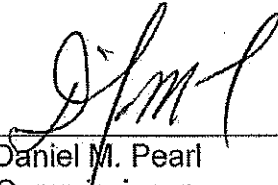
FROM: Daniel M. Pearl, Commissioner/Sanitation Department

SUBJECT: Transfer of Funds

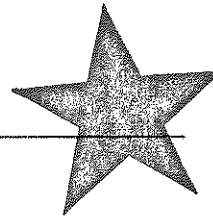
The Department of Sanitation requests Town Board authorization to transfer the following funds:

From:	SAN SR05 8160 46530 000 0000	Sanitation Transport	\$4,000.00
To:	SAN SR05 8160 41600 000 0000	Materials & Supplies	\$4,000.00

This transfer is necessary to cover costs of product bought in 2022 and received in 2023 and to cover costs for the same item needed for the current year.



Daniel M. Pearl
Commissioner
Sanitation Department



DMP/tml
cc:
Steven Ballas, Comptroller


TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

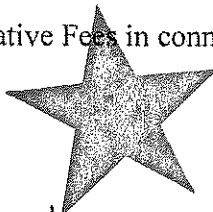
TO: MEMORANDUM DOCKET
FROM: FRANK V. SAMMARTANO, COMMISSIONER
INTERGOVERNMENTAL AFFAIRS
DATE: MAY 8, 2023
SUBJECT: TRANSFER OF FUNDS

Town Board authorization is hereby requested to transfer funds from the following account:

<u>Account No.</u>	<u>Object Description</u>	<u>2021 Budget Amount</u>
<u>From:</u> IGA CD 8610 48080 707 CV 21	Support Services - Contractual	\$81,937.02
<u>From:</u> IGA CD 8676 49200 707 CV 21	Administrative Costs	\$34,857.16
 <u>To:</u> IGA CD 8676 44800 707 CV 21	Professional Services	\$116,794.18

This transfer is necessary to cover the Long Island Housing Partnership, Inc. Administrative Fees in connection with the Town of Oyster Bay Emergency Rental Assistance Program.

 For Frank V. Sammartano
Deputy Commissioner Frank V. Sammartano,
Commissioner Commissioner



TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

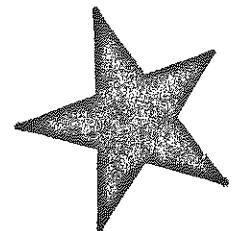
TO: MEMORANDUM DOCKET
FROM: FRANK V. SAMMARTANO, COMMISSIONER
INTERGOVERNMENTAL AFFAIRS
DATE: MAY 15, 2023
SUBJECT: TRANSFER OF FUNDS

Town Board authorization is hereby requested to transfer funds from the following account:

<u>Account No.</u>	<u>Object Description</u>	<u>2021 Budget Amount</u>
<u>From:</u> IGA CD 8610 48080 707 CV 21	Support Services - Contractual	\$81,937.02
<u>From:</u> IGA CD 8676 49200 707 CV 21	Administrative Costs	\$34,857.16
<u>To:</u> IGA CD 8676 44800 707 CV 21	Professional Services	\$116,794.18

This transfer is necessary to cover the Long Island Housing Partnership, Inc. Administrative Fees in connection with the Town of Oyster Bay Emergency Rental Assistance Program.

For
deputy
Commissioner
Frank V. Sammartano
Frank V. Sammartano,
Commissioner



John Canning
COMMISSIONER OF HUMAN RESOURCES

APPROVED

Meeting of May 23, 2023

RESOLUTION P-10-2023

WHEREAS, The 2023 Budget, adopted October 25, 2022 established the titles and salaries of officers and employees of the Town of Oyster Bay pursuant to Section 27 of Town Law, and other Local Laws relating to the establishment of Town Departments, and Rules and Regulations governing appointments, etc., of employees; and

WHEREAS, The adoption of said 2023 Budget, on October 25, 2022, was by a Resolution of the Town Board; and

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

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

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

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

Meeting of May 23, 2023

Resolution No.323-2023

DP
Reviewed By
Office of Town Attorney

Ralph R. Deady

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated April 20, 2023, requested Town Board authorization to implement a dedicated fee structure for any groups or organizations seeking a permit to utilize Town athletic fields, for the purpose of conducting instructional athletic-related camps, and/or clinics; and

WHEREAS, Commissioner Pinto, by said memorandum, further requested that the Town Board authorize the Department of Parks to promulgate the following terms, conditions and provisions governing the utilization of Town athletic fields, by any groups or organizations, for the purpose of conducting instructional athletic-related camps, and/or clinics:

1. Groups and/or organizations shall be charged a one-time fee of twenty-five dollars (\$25.00), per participant, for the duration of the camp/clinic;
2. The duration of any camp/clinic shall not exceed five (5) days;
3. Fees and/or the duration of any camp/clinic shall be subject to change at the discretion of the Commissioner of the Department of Parks, and/or his duly appointed designee(s);
4. All permit applicants shall provide payment of said fees in full, proper insurances, and completed sponsor questionnaire(s), which shall be reviewed to satisfy the Town of Oyster Bay Procurement Policy;
5. The Department of Parks shall collect all fees, proper insurance and sponsor questionnaire(s);
6. All fees collected shall be deposited into Account No. PKS A 0001 02410 000 0000;
7. The Department of Parks reserves the right to refuse any group, or organization, for any reason that it deems does not properly serve the residents of the Town of Oyster Bay.

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and that the Department of Parks is hereby authorized to implement a dedicated fee structure for any groups or organizations seeking a permit to utilize Town athletic fields to conduct instructional athletic-related camps, and/or clinics; and be it further

RESOLVED, That the Department of Parks is hereby authorized to promulgate the foregoing terms, conditions and provisions governing the utilization of Town athletic fields, by any groups or organizations, for the purpose of conducting instructional athletic-related camps, and/or clinics.

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

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

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

TO: MEMORANDUM DOCKET

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

DATE: APRIL 20, 2023

SUBJECT: ATHLETIC FIELD USAGE - CAMPS

The Department of Parks requests Town Board approval to implement a dedicated fee structure for any groups or organizations seeking a permit to utilize Town athletic fields for the purpose of conducting instructional athletic related camps and/or clinics.

Groups or organizations shall be charged a one-time fee of \$25.00 per participant for the duration of the camp/clinic. The duration of a camp/clinic shall not exceed five days. Fees and/or the duration of any camp/clinic may be changed at the discretion of the Commissioner of Parks and/or his designee.

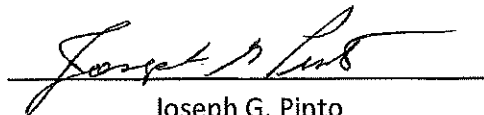
Permit applicants shall provide payment in full, proper insurances and completed sponsor questionnaire which shall be reviewed to satisfy the Town's Procurement Policy.

Fees, proper insurances and sponsor questionnaire shall be collected by the Department of Parks, Permits Division.

All fees collected shall be deposited into Account No. PKS A 0001 02410 000 0000.

The Department of Parks reserves the right to refuse any group or organization, for any reason, that it deems does not properly serve the residents of the Town of Oyster Bay.

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


Joseph G. Pinto
Commissioner of Parks

Meeting of May 23, 2023

Resolution No.324-2023

WHEREAS, Maria Panzarella has requested to donate a memorial plaque to be placed under an existing tree at Marjorie R. Post Park, Massapequa, in memory of Michael Cianciaruso; and

WHEREAS, the value of the memorial plaque is estimated to be \$550.00, and the monies donated will be deposited into Account No. PKS A 0001 02705 000 0000; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated April 26, 2023, recommended that the Town accept said donation,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town hereby accepts the donation of \$550.00 from Maria Panzarella for a memorial plaque to be placed under an existing tree at Marjorie R. Post Park, Massapequa, in memory of Michael Cianciaruso.

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Reviewed By
Office of Town Attorney
Domenica Walte

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

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

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

TO: Memorandum Docket
FROM: Joseph G. Pinto, Commissioner of Parks
SUBJECT: Memorial Plaque and Existing Tree
DATE: April 26, 2023

The Department of Parks has received a request from Maria Panzarella (letter attached) requesting a memorial plaque under an existing tree at Marjorie R. Post in memory of Michael Cianciaruso.

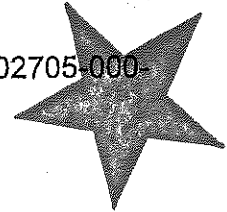
The Department of Parks has reviewed this request and concurs this will be a fitting tribute.

In accordance with Town Board Resolution 760-2022, adopted October 25, 2022, the Department of Parks respectfully requests Town Board Approval to accept a donation of \$550.00 from Maria Panzarella.

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



JOSEPH G. PINTO, COMMISSIONER
DEPARTMENT OF PARKS



JGP/dc

Reviewed By
Office of Town Attorney
Donna Wolfe

Meeting of October 25, 2022

Resolution No. 760-2022

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

FEES FOR A MEMORIAL PLAQUE:

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

FEES FOR A MEMORIAL PLAQUE AND A NEW BENCH:

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

FEES FOR A MEMORIAL PLAQUE PLACED ON AN EXISTING BENCH:

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

FEES FOR A MEMORIAL PLAQUE PLACED UNDER AN EXISTING TREE:

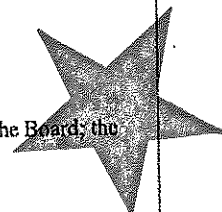
8" x 4" plaque placed under an existing tree is \$450.00
8" x 6" plaque placed under an existing tree is \$550.00

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

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

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



Diann Codispodo

From: aria2222 (null) [REDACTED]
Sent: Monday, April 24, 2023 10:09 PM
To: Diann Codispodo
Cc: maria@cab-tech.net
Subject: Re: Memorial Prices and Guidelines

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

Hi Diane,

Please let me know, if the letter below, is ok to present to the town board. If you need this on a seperate email, I can do that, as well.

Below the town board letter, is what we would like the plaque to say. (Sorry for the large font, this is how it was sent to me lol)

Thank you so much for all your help!

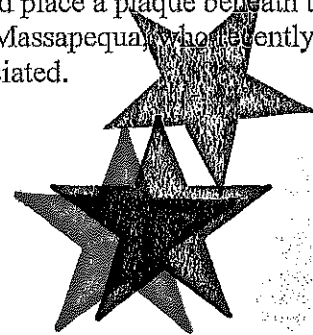
Warm Regards,
Maria

To whom it may concern,

My name is Maria Panzarella and I am requesting permission, to use an "existing tree" at Majorie Post Park, in Massapequa NY, for a memorial tree. In addition, I would like to purchase and place a plaque beneath this tree, in memory of a dear friend Michael Ciacianruso, a long time resident of Massapequa, who recently passed away of ALS. Your kind consideration, on this matter would be greatly appreciated.

Best Regards,

Maria Panzarella
37 Briarfield Lane
Huntington New York
11743
[REDACTED]

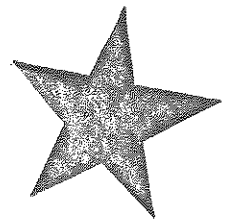


In Loving Memory
OF

Michael "C BIRD" Cianciaruso

Dedicated to Mike by his
ROSEDALE Friends
Forever his Brothers & Sisters

dispodo <dcodispodo@oysterbay-ny.gov> wrote:



Meeting of May 23, 2023

Resolution No.325-2023

Reviewed By
Office of Town Attorney
Monica Walte

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated April 26, 2023, requested Town Board authorization to issue a refund in the amount of \$900.00 to Town of Oyster Bay resident Pradeep Bastola, 228 Central Park Rd., Plainview, NY 11803, to reimburse him for fees paid for his two children to attend the 2023 Town of Oyster Bay Summer Recreation Program at Allen Park but decided to switch to the Syosset Park location, as it is closer to his home; and

WHEREAS, Mr. Bastola is entitled to a full refund of the \$900.00 registration fee, as the 10 percent administration fee is waived,

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 \$900.00 to Pradeep Bastola; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. PKS A 0001 02001 510 0000; and be it further

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

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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: 4/26/2023

SUBJECT: Pradeep Bastola- 2023 Allen Park Summer Recreation Refund

The Department of Parks respectfully requests Town Board approval for a refund in the amount of \$900.00 (nine hundred dollars and 00/100 cents) to the Town of Oyster Bay resident Pradeep Bastola, 228 Central Park Rd, Plainview, NY 11803. Mr. Bastola had originally signed up both his children for Summer Recreation at Allen Park but decided to switch to Syosset Park since it was closer to his home and is requesting a refund.

Based on the 2023 Town of Oyster Bay refund policy, Pradeep Bastola is eligible to receive the refund as follows:

2023 Summer Recreation Allen Park \$900.00
10% Administrative Fee Waived

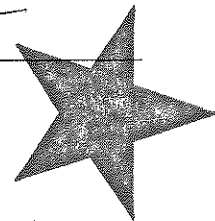
TOTAL REFUND \$900.00 (Nine Hundred Dollars and 00/100 cents)

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

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



Joseph G. Pinto
COMMISSIONER



JGP/nh

Just
Reviewed By
Office of Town Attorney
Ralph P. Healey

WHEREAS, by Resolution No. 700-2021, adopted on December 7, 2021, the Town Board authorized the Town to refer to the Nassau County Assessor's Office, its claim for the amount of \$2,432.03, for the Town's clean-up of property located at 61 Roosevelt Boulevard, Massapequa, New York 11758 (Sec. 66, Block 150, Lots 15, to 17 and 38), with direction to include said amount as an assessment against the property owner, Christopher Connelly, to be added to his 2023 General Tax Bill, to be paid in two installments; and

WHEREAS, Christopher Connelly, by letter dated April 29, 2023, Christopher Connelly, claimed that he had never received notice of the violation; and

WHEREAS, the Department of Planning and Development verified that the Notice of Violation was left at the vacant property and that the copy of the notice sent by certified mail was also inadvertently mailed to the vacant property, rather than Mr. Connelly's address, 16 Iroquois Place, Massapequa, New York 11758; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, by memorandum dated May 12, 2023, requested and recommended that the Town Board authorize payment of a refund in the amount of \$2,432.03 to Christopher Connelly, to be paid by the Comptroller in two installments, as follows: \$1,216.02 upon the submission of a proper claim form, after audit, and the balance of \$1,216.01, upon Mr. Connelly's payment of the second half of his 2023 General Tax Bill for the property, and submission of a proper claim form, after audit,

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation as hereinabove set forth are accepted and approved, and the Town Board authorizes the payment of a refund in the amount of \$2,432.03 to Christopher Connelly, 16 Iroquois Place, Massapequa, New York 11758, to be paid by the Comptroller in two installments, as follows: \$1,216.02 upon submission of a proper claim form, after audit, and the balance of \$1,216.01, upon Mr. Connelly's payment of the second half of his 2023 General Tax Bill for the property, and submission of a proper claim form, after audit, and be is further

RESOLVED, That the funds for the payment of the refund shall be drawn from Account No. TWN-A-1989-47900-000-0000.

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

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

326

Town of Oyster Bay
Inter-Departmental Memorandum

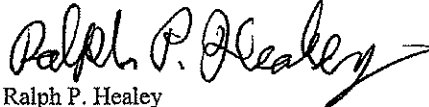
TO : MEMORANDUM DOCKET
FROM : OFFICE OF THE TOWN ATTORNEY
DATE : May 12, 2023
SUBJECT: Refund to Christopher Connelly

By Resolution No. 700-2021, adopted on December 7, 2021, the Town Board authorized the Town to refer to the Nassau County Assessor's Office, its claim for the amount of \$2,432.03, for the Town's clean-up of property located at 61 Roosevelt Boulevard, Massapequa, New York 11758 (Sec. 66, Block 150, Lots 15, to 17 and 38), with direction to include said amount as an assessment against the property owner, Christopher Connelly, to be added to his General Tax Bill. The assessment was added to the 2023 General Tax Bill to be paid in two installments.

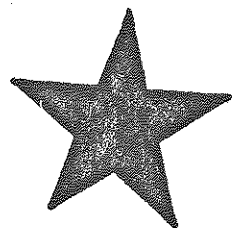
Subsequently, the Town was contacted by Christopher Connelly, by letter dated April 29, 2023, who claimed that he had never received notice of the violation. The Department of Planning and Development verified that the Notice of Violation was left at the vacant property and that the copy of the notice sent by certified mail was also inadvertently mailed to the vacant property, rather than Mr. Connelly's address, 16 Iroquois Place, Massapequa, New York 11758.

In light of the insufficient notice, the Office of the Town Attorney respectfully requests and recommends that the Town Board authorize payment of a refund in the amount of \$2,432.03 to Christopher Connelly, to be paid by the Comptroller in two installments, as follows: \$1,216.02 upon the adoption of the resolution attached and submission of a proper claim form, and the balance of \$1,216.01, upon Mr. Connelly's payment of the second half of his 2023 General Tax Bill for the property, and submission of a proper claim form. Funds for the payment of the refund shall be drawn from Account No. TWN-A-1989-47900-000-0000.

FRANK M. SCALERA
TOWN ATTORNEY


Ralph P. Healey
Deputy Town Attorney

RPH:nb
Attachment



7/2/23
Reviewed By
Office of Town Attorney
Ralph P. Healey

WHEREAS, by Resolution No. 700-2021, adopted on December 7, 2021, the Town Board authorized the Town to refer to the Nassau County Assessor's Office, its claim for the amount of \$2,432.03, for the Town's clean-up of property located at 61 Roosevelt Boulevard, Massapequa, New York 11758 (Sec. 66, Block 150, Lots 15, to 17 and 38), with direction to include said amount as an assessment against the property owner, Christopher Connelly, to be added to his 2023 General Tax Bill, to be paid in two installments; and

WHEREAS, Christopher Connelly, by letter dated April 29, 2023, Christopher Connelly, claimed that he had never received notice of the violation; and

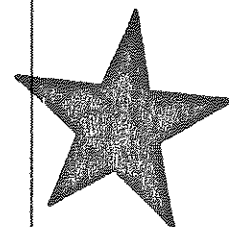
WHEREAS, the Department of Planning and Development verified that the Notice of Violation was left at the vacant property and that the copy of the notice sent by certified mail was also inadvertently mailed to the vacant property, rather than Mr. Connelly's address, 16 Iroquois Place, Massapequa, New York 11758; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, by memorandum dated May 12, 2023, requested and recommended that the Town Board authorize payment of a refund in the amount of \$2,432.03 to Christopher Connelly, to be paid by the Comptroller in two installments, as follows: \$1,216.02 upon the submission of a proper claim form, after audit, and the balance of \$1,216.01, upon Mr. Connelly's payment of the second half of his 2023 General Tax Bill for the property, and submission of a proper claim form, after audit,

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation as hereinabove set forth are accepted and approved, and the Town Board authorizes the payment of a refund in the amount of \$2,432.03 to Christopher Connelly, 16 Iroquois Place, Massapequa, New York 11758, to be paid by the Comptroller in two installments, as follows: \$1,216.02 upon submission of a proper claim form, after audit, and the balance of \$1,216.01, upon Mr. Connelly's payment of the second half of his 2023 General Tax Bill for the property, and submission of a proper claim form, after audit, and be is further

RESOLVED, That the funds for the payment of the refund shall be drawn from Account No. TWN-A-1989-47900-000-0000.

-#-



Christopher Connelly
16 Iroquois Place
Massapequa, NY 11758
April 28, 2023

Office of the Town Attorney
54 Audrey Avenue- 2nd. Floor
Oyster Bay, NY 11771
Attn: Ralph Healy

To whom it may concern-

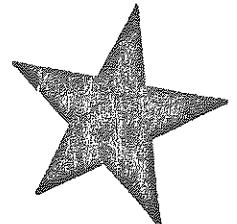
My name is Chris Connelly, and this letter is in regards to my property located at 61 Roosevelt Blvd. Massapequa, NY 11758.

I'm writing to request that The Town of Oyster Bay issue me a refund in the amount of \$2,432.03 that resulted from a cleanup for the property at 61 Roosevelt Blvd. Massapequa, NY 11758 that took place without my knowledge. I never received any violation notices at the address of 16 Iroquois Place Massapequa, NY 11758, nor and notices that the cleanup was to take place. The address of 16 Iroquois Place Massapequa, NY 11758 was where I was receiving all correspondence from The Town of Oyster Bay regarding 61 Roosevelt Blvd Massapequa, NY 11758 (such as my tax bills, etc) at that time. The cleanup occurred at 61 Roosevelt Blvd Massapequa, NY 11758 which at the time was vacant land.

Thank you for your time and consideration, and please advise if you need any further information.

Yours Truly-


Christopher Connelly



WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated June 30, 2021, authorized the Highway Department to clean up the premises located at 61 Roosevelt Boulevard, Massapequa, New York 11758, also known as Section 66, Block 150, Lots 15 to 17 and 38 on the Land and Tax Map of the County of Nassau; and

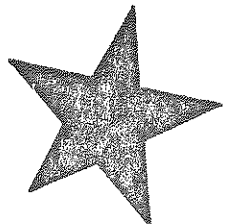
WHEREAS, Frank M. Scalera, Town Attorney, and Ralph F. Healey, Special Counsel, by memorandum dated October 29, 2021, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on July 14, 2021, in the total amount of \$2,432.03, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated October 29, 2021, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$2,432.03 may be assessed by the Legislature of the County of Nassau against the parcel known as 61 Roosevelt Boulevard, Massapequa, New York 11758 also known as Section 66, Block 150, Lots 15 to 17 and 38 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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





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

ELIZABETH L. MACCARONE
COMMISSIONER

TIMOTHY R. ZIKÉ
DEPUTY COMMISSIONER

JAMES McCaffrey
DEPUTY COMMISSIONER

June 30, 2021

Chris Connelly
61 Roosevelt Blvd.
Massapequa, NY 11758

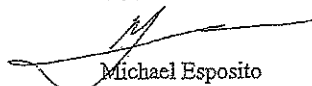
RE: PREMISES: 61 Roosevelt Blvd., Massapequa, NY 11758
SECTION 66 BLOCK 150 LOT 15

Dear Property Owner:

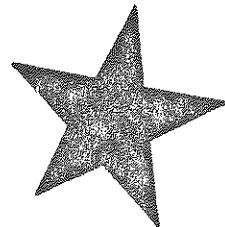
Inspections of the above-referenced property have revealed that the premises has not been maintained in accordance with the provisions of Chapter 135, Section 52 of the Code of the Town of Oyster Bay, based in part from the overgrown grass and weeds on the property.

Please be advised that N.O.V. Number 04854 (copy attached) has been served on 06/21/21. As of this date, the violation has not been rectified and the conditions at the premises continue to endanger the health, safety and welfare of the residents of the Town of Oyster Bay. Please be further advised that I have directed the Highway Department to perform the necessary maintenance, and to take all the necessary steps to recover from you the costs.

Very truly yours,
ELIZABETH L. MACCARONE
COMMISSIONER


Michael Esposito
Code Enforcement Bureau

ELM:ME:ml
Enclosure



20

700

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

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: October 29, 2021

SUBJECT: Property Cleanup Assessment
61 Roosevelt Boulevard, Massapequa, New York 11758
Section 66, Block 150, Lots 15 to 17 and 38

The Department of Planning and Development, by memorandum dated June 30, 2021, directed the Highway Department to clean the premises located at 61 Roosevelt Boulevard, Massapequa, New York 11758, also known as Section 66, Block 150, Lots 15 to 17 and 38 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated July 20, 2021, advised that the property was cleaned by a crew from the Highway Department on July 14, 2021. The cost incurred by the Town of Oyster Bay was \$2,432.03.

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

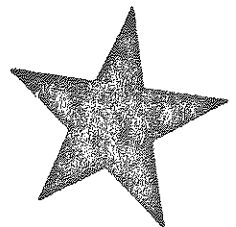
Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA
TOWN ATTORNEY


Ralph P. Healey
Special Counsel

RPH:aml
Attachments

amlS:\Arty\MDResg\2021\MD 61 Roosevelt Blvd 10.29.2021.doc



2021-8285

TOWN OF OYSTER BAY

Inter-Departmental Memo

June 30, 2021

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU
Through: ELIZABETH L. MACCARONE: COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 61 Roosevelt Blvd., Massapequa, New York 11758
SBL: 66-150-15 - 17, 38


Notice of Violation number 04854 was issued to the owner of the above-referenced premises on 06/21/21 for property non-maintenance, in violation of Chapter 135, Section 52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

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

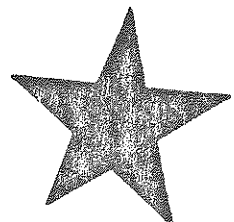
- Cut grass on premises.
- Remove rotted boat on premises.

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

ELIZABETH L. MACCARONE
COMMISSIONER
BY:


MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU

ME:ml
cc: Frank Scalera, Town Attorney



Bargain and Sale Deed with Covenants Against Grantor's Acts

THIS INSTRUMENT, made as of the 23rd day of August, two thousand nineteen

BETWEEN

MALACHITE DEVELOPMENT LLC, a New York limited liability company with offices located at 48 East Old Country Road, Suite 203, Mineola, New York 11501

party of the first part, and

CHRISTOPHER CONNELLY, residing at 61 Iroquois Place, Massapequa, New York 11758

party of the second part,

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

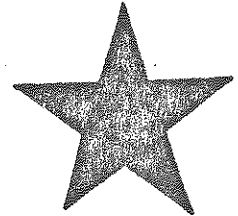
SEE SCHEDULE "A" ANNEXED HERETO

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

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

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

Being and intended to be the same premises as conveyed to the party of the first part by deed dated January 14, 2019 and recorded in the Office of the Clerk of the County of Nassau on the 28th day of January, 2019 in Liber 13761, Page 363.



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

IN PRESENCE OF:

MALACHITE DEVELOPMENT LLC

BY:

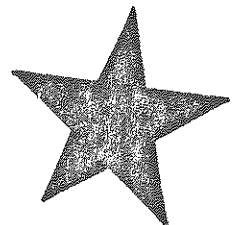
MANOUCHEHR MALEKAN, MEMBER

STATE OF NEW YORK } ss:
COUNTY OF NASSAU }

On the 23rd day of August in the year 2019, before me, the undersigned, personally appeared MANOUCHEHR MALEKAN, 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 executed the same in his capacity, and that by his signature on the instrument, the individual or the person on behalf of which the individual acted, executed the instrument.

JAY L. YACKOW
NOTARY PUBLIC - STATE OF NEW YORK
NO. 4733749
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES OCT. 31, 2021

Notary Public



DL

Town of Oyster Bay
Inter- Departmental Memo

July 20, 2021

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

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: 61 ROOSEVELT BLVD., MASSAPEQUA
CLEAN-UP

RECEIVED
JUL 21 2021

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$2,432.03.

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



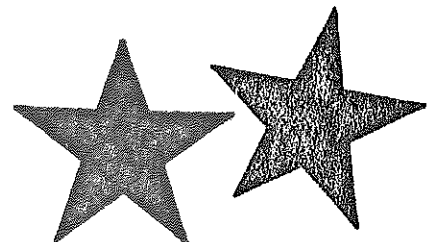
JOHN P. BISHOP
DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT



JPB/kjb

Enc. T & M sheet

CLEAN - UP 61 ROOSEVELT BLVD., MASSAPEQUA TO P & D





MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (66-150-15) 61 ROOSEVELT BLVD MASSAPEQUA 11758

Date Jul 14, 2021

Work Order # 85037

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
JAMES CHADWICK, II	General Maintenance	02:00	\$47.52	00:00	0	\$95.04
ROBERT PALACIOS	General Maintenance	02:00	\$26.94	00:00	0	\$53.88
DERRICK SCOTT	General Maintenance	02:00	\$45.62	00:00	0	\$91.64
JAMES KOZIKOWSKI	General Maintenance	02:00	\$30.69	00:00	0	\$61.38
Total Labor						\$301.94

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PLO90	Payloader 2013 Komat W380 Yellow	\$168.00	02:00	\$336.00
TD628	PICK-UP TRUCK 2008 FORD F-250 YW (64 / 064)	\$79.00	02:00	\$158.00
TD738	TRUCK DUMP 2016 DODGE RAM 3500 POWER WAGON (T-275)	\$105.00	02:00	\$210.00
TD746	2019 INTERNATIONAL DUMP TRUCK POWER WAGON YW	\$105.00	02:00	\$210.00
TR090	TRAILER 1992 MI/MO TRLR1 YW (M-90 / M90)	\$105.00	02:00	\$210.00
Total Equipment				\$1124.00

Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Tipping Fee (per ton)	\$88.92	2.88	\$256.09
Total Materials			\$1006.09

Grand Total \$2432.03

Description of Work:

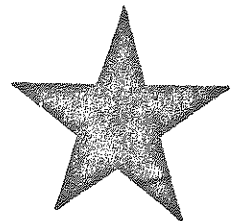
CLEAN UP 61 ROOSEVELT BLVD. MS

Signature: 

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Jul 16, 2021



40

Christopher Connelly
16 Iroquois Place
Massapequa, NY 11758
April 28, 2023

Office of the Town Attorney
54 Audrey Avenue- 2nd. Floor
Oyster Bay, NY 11771
Attn: Ralph Healy

To whom it may concern-

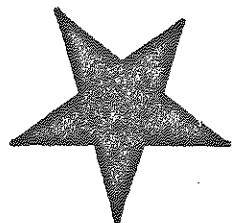
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I'm writing to request that The Town of Oyster Bay issue me a refund in the amount of \$2,432.03 that resulted from a cleanup for the property at 61 Roosevelt Blvd. Massapequa, NY 11758 that took place without my knowledge. I never received any violation notices at the address of 16 Iroquois Place Massapequa, NY 11758, nor and notices that the cleanup was to take place. The address of 16 Iroquois Place Massapequa, NY 11758 was where I was receiving all correspondence from The Town of Oyster Bay regarding 61 Roosevelt Blvd Massapequa, NY 11758 (such as my tax bills, etc) at that time. The cleanup occurred at 61 Roosevelt Blvd Massapequa, NY 11758 which at the time was vacant land.

Thank you for your time and consideration, and please advise if you need any further information.

Yours Truly-


Christopher Connelly



PROOF OF TENDER



Jeffrey P. Pravato
Receiver of Taxes

02/02/23 11:23 AM

Batch/Transaction:

238:35

Item# Name

Amount

00078 Stub

\$2,111.32

Bill #: 2600225301

Collection: 1

Installment: 1

SD: BA6

SEC: 66

BLOCK: 150

LOT: 15

Discount:

\$0.00

Penalty:

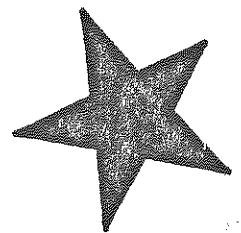
\$0.00

00079 Personal Check

\$2,111.32

Amount: \$2,111.32

Keep this receipt for your
records. Thank You!



FW: 61 Roosevelt Blvd. - Message (HTML)

File Message Tell me what you want to do.

Delete Reply Reply Forward All Delete Respond Quick Steps Move Move Unread Mark Categorize Follow Up Translate Zoom

Thu 4/20/2023 3:35 PM

Ralph Healey

FW: 61 Roosevelt Blvd.

To John Timothy Surin

Christopher Connelly
16 Ironvois PI
Massachusetts NY 11758-7622

Date 2/2/23

236

Pay to the order of Jeffrey Devito Receiver of Taxes \$ 2111.32

Two Thousand One Hundred Eleven & 32/100 Dollars

JOVIA
Financial Credit Union

First Half General SIGN BY Christopher Connelly

2023 **GENERAL TAX - FIRST HALF** 2023

**FIRST HALF - GENERAL TAXES
DUE JANUARY 1
FIRST HALF TAX PAYABLE
WITHOUT PENALTY TO FEBRUARY 10**

GENERAL TAXES - TOWN OF OYSTER BAY

S.O. CODE	SECTION	BLOCK	LOT
BAG	65	150	15

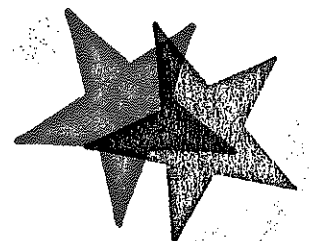
PAY \$2,111.32

PAYOR
(other than owner):

DO NOT WRITE BELOW THIS LINE
CHRISTOPHER CONNELLY

2600225301 2311

3 2600225301 23110000211132





PROPERTY DESCRIPTION

By Shape

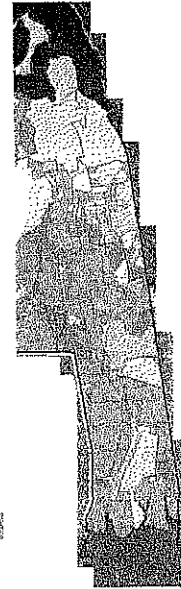
By Value

By Serial

Results

Information

General Info		General Levy	School Levy	Property Detail	
+	Account:	Market Value: 187000.00	Unadjusted Tax: 1790.58		
-	Property Size: 0.2502 ACRES		Property Class: 911.11		
h	1st Half Tax: 2111.32	Due Date: 02/10/23	Paid Date: 02/02/23		
o	Penalty: 0.00	Overpayment:			
o	2nd Half Tax: 2111.31	Due Date: 08/10/23	Paid Date:		
o	Penalty: 0.00	Overpayment:			
o	Total Tax: 4222.63	Discount: 0.00	Reduction Amount: 0.0		
o	Previous Tax: 1982.11	Total Assessment: 187	Land Assessment: 187		
	T50:	Bank Name:	Tax Payer Code:		
	SWIS Code: 282489	Ratio: 0.00100	Zoning:		
Exempt Description		Code	Amount	Value	Unit
NON-EXEMPT		691	957.531	187	
Levy Description		Code	Assessed Value	PSA Rate	Amount
Bldg Zoning Planning		32T	187.00	0.2280	0.43
PARKS - MASSAPEQUA		359	187.00	50.9710	95.32
UNINCORP DRAINAGE DIST 1		30	187.00	2.6570	4.97
FIRE - MASSAPEQUA		336	187.00	74.9580	140.17
DIR ASMT: LITTER RMVL OYSTER BAY		R3			2432.03

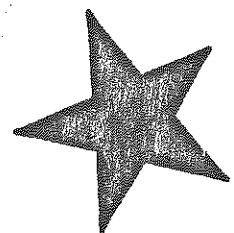


Scale 1:50,000

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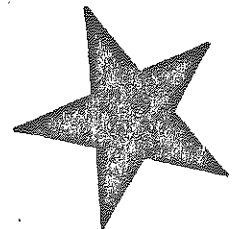
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- # -

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	Absent



Chapter 135. Housing Standards

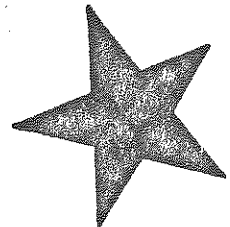
Article VI. Residential Property Maintenance

§ 135-52. Garbage and refuse; height or vegetation.

- A. Adequate sanitary facilities and methods shall be used for the collection, storage, handling and disposal of garbage and refuse.
- B. In multiple dwellings, it shall be prohibited to store or accumulate garbage or refuse in public halls and stairways.
- C. It shall be unlawful for any owner of real property within the Town or the agent of such owner and/or any person, firm or corporation occupying any real property within the Town to permit:
 - (1) Lawns, weeds, grass, brush and growth of vegetation of any kind to obtain a height in excess of eight inches.
 - (2) Garbage, litter, refuse, rubbish or rubble to accumulate thereon.

§ 135-53. Notice of violation.

The Commissioner of the Department of Planning and Development or his/her designee is hereby authorized and empowered to notify the owner and/or person in control of any property found not to be in conformance with the provisions of § 135-52 of said violation, by service of a notice of violation. Service of a copy of said notice of violation shall be served upon such owner, agent of such owner and/or any person, firm or corporation lawfully occupying or controlling said property, by personal service or by first-class and certified mail, postage paid, return receipt requested, and addressed to such person's last known address; and, if by certified mail, a copy of said notice shall be posted on the premises. If the owner of said premises does not reside in the County of Nassau, said notice mailed to such owner, addressed to his last known address, shall be sufficient service thereof.



20

700

Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: October 29, 2021


SUBJECT: Property Cleanup Assessment
61 Roosevelt Boulevard, Massapequa, New York 11758
Section 66, Block 150, Lots 15 to 17 and 38

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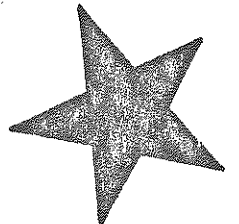
Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA
TOWN ATTORNEY


Ralph P. Healey
Special Counsel

RPH:aml
Attachments

amlS:\Ary\MDReso 2021\MD 61 Roosevelt Blvd 10.29.2021.doc



TOWN OF OYSTER BAY

Inter-Departmental Memo

June 30, 2021

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU
Through: ELIZABETH L. MACCARONE: COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 61 Roosevelt Blvd., Massapequa, New York 11758
SBL: 66-150-15 -17, 38

Notice of Violation number 04854 was issued to the owner of the above-referenced premises on 06/21/21 for property non-maintenance, in violation of Chapter 135, Section 52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

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

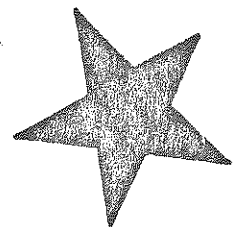
- Cut grass on premises.
- Remove rotted boat on premises.

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

ELIZABETH L. MACCARONE
COMMISSIONER
BY:


MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU

ME:ml
cc: Frank Scalera, Town Attorney





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

ELIZABETH L. MACCARONE
COMMISSIONER

TIMOTHY R. ZIKE
DEPUTY COMMISSIONER

JAMES McCAFFREY
DEPUTY COMMISSIONER

June 30, 2021

Chris Connelly
61 Roosevelt Blvd.
Massapequa, NY 11758


RE: PREMISES: 61 Roosevelt Blvd., Massapequa, NY 11758
SECTION 66 BLOCK 150 LOT 15

Dear Property Owner:

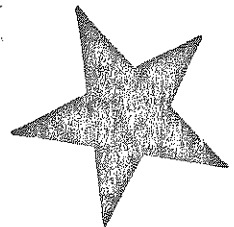
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Please be advised that N.O.V. Number 04854 (copy attached) has been served on 06/21/21. As of this date, the violation has not been rectified and the conditions at the premises continue to endanger the health, safety and welfare of the residents of the Town of Oyster Bay. Please be further advised that I have directed the Highway Department to perform the necessary maintenance, and to take all the necessary steps to recover from you the costs.

Very truly yours,
ELIZABETH L. MACCARONE
COMMISSIONER


Michael Esposito
Code Enforcement Bureau

ELM:ME:ml
Enclosure



101
Bargain and Sale Deed with Covenants against Grantor's Acts

THIS INDENTURE, made as of the 23rd day of August, two thousand nineteen

BETWEEN

MALACHITE DEVELOPMENT LLC, a New York limited liability company with offices located at 48 East Old Country Road, Suite 203, Mineola, New York 11501

party of the first part, and

CHRISTOPHER CONNELLEY, residing at 51 Iroquois Place, Massapequa, New York 11758

party of the second part,

66
150
15-17
+ 38
WITNESSETH, that the party of the first part, in consideration of ten dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

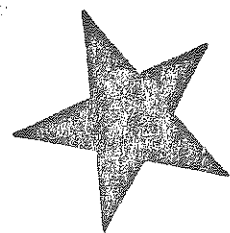
SEE SCHEDULE "A" ANNEXED HERETO

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

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

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

Being and intended to be the same premises as conveyed to the party of the first part by deed dated January 14, 2019 and recorded in the Office of the Clerk of the County of Nassau on the 28th day of January, 2019 in Liber 13761, Page 363.



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

IN PRESENCE OF:

MALACHITE DEVELOPMENT LLC

BY:

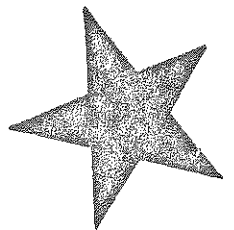
MANOUCHEHR MALEKAN, MEMBER

STATE OF NEW YORK } ss:
COUNTY OF NASSAU }

On the 23rd day of August in the year 2019, before me, the
undersigned, personally appeared MANOUCHEHR MALEKAN, 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 executed the same in his capacity, and that
by his signature on the instrument, the individual or the person on
behalf of which the individual acted, executed the instrument.

JAY L. YACKOW
NOTARY PUBLIC - STATE OF NEW YORK
NO. 470348
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES OCT. 31, 2021

Notary Public



17C

Town of Oyster Bay
Inter- Departmental Memo

July 20, 2021

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


FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: 61 ROOSEVELT BLVD., MASSAPEQUA
CLEAN-UP

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$2,432.03.

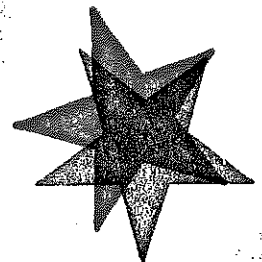
If you have any questions pertaining to the above subject, please feel free to contact John P. Bishop at 677-5804.


JOHN P. BISHOP
DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet

CLEAN -- UP 61 ROOSEVELT BLVD., MASSAPEQUA TO P & D





MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (66-150-15) 61 ROOSEVELT BLVD MASSAPEQUA 11758

Date Jul 14, 2021

Work Order # 85037

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
JAMES CHADWICK, II	General Maintenance	02:00	\$47.52	00:00	0	\$95.04
ROBERT PALACIOS	General Maintenance	02:00	\$26.94	00:00	0	\$53.88
DERRICK SCOTT	General Maintenance	02:00	\$45.82	00:00	0	\$91.64
JAMES KOZIKOWSKI	General Maintenance	02:00	\$30.69	00:00	0	\$61.38
Total Labor						\$301.94

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PL090	Payloader 2013 Komat W380 Yellow	\$168.00	02:00	\$336.00
TD528	PICK-UP TRUCK 2008 FORD F-250 YW (64 / 064)	\$79.00	02:00	\$158.00
TD738	TRUCK DUMP 2016 DODGE RAM 3500 POWER WAGON (T-275)	\$105.00	02:00	\$210.00
TD746	2019 INTERNATIONAL DUMP TRUCK POWER WAGON YW	\$105.00	02:00	\$210.00
TR090	TRAILER 1992 M/MO TRLR1 YW (M-90 / M90)	\$105.00	02:00	\$210.00
Total Equipment				\$1124.00

Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Tipping Fee (per ton)	\$88.92	2.88	\$256.09
Total Materials			\$1006.09

Grand Total \$2432.03

Description of Work:

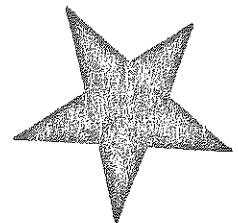
CLEAN UP 61 ROOSEVELT BLVD. MS

Signature: 

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATION

Date: Jul 16, 2021





TOWN ATTORNEY
FRANK M. SCALERA

SPECIAL COUNSEL
RALPH P. HEALEY
THOMAS M. SABELLICO

**Office of the Town Attorney
Town of Oyster Bay**

TOWN HALL
54 AUDREY AVENUE
OYSTER BAY N.Y. 11771
(516) 624-8160
FAX (516) 824-8198
www.oysterbaytown.com

DEPUTY TOWN ATTORNEY
PAUL S. EHRLICH
ELIZABETH A. FAUGHNAN
JEFFREY A. LESSER
HAROLD B. MAYER, JR.
DENNIS P. SHEEHAN
KAREN J. UNDERWOOD

ASSISTANT TOWN ATTORNEY
MATTHEW D. FERNANDO
SAMANTHA A. GOETZ
CHARLES G. McQUAIR

August 30, 2021

Mr. Christopher Connelly
61 Roosevelt Boulevard
Massapequa, New York 11758

Re: Miscellaneous Highway Clean-up Costs
61 Roosevelt Boulevard, Massapequa, New York 11758
Section 66, Block 150, Lots 15 to 17 and 38

Dear Mr. Connelly:

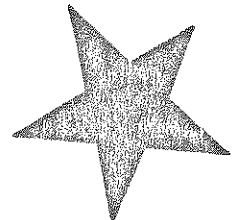
On July 14, 2021, the Highway Department of the Town of Oyster Bay, by directive of the Commissioner of the Department of Planning and Development, cleaned up the abovementioned premises so the property would be in compliance with Section 135-52 of the Code of the Town of Oyster Bay. The cost incurred by the Town of Oyster Bay was \$2,432.03, as outlined in the attached Miscellaneous Highway Cleanup Costs not Covered under Road Restoration.

Pursuant to the Code of the Town of Oyster Bay Chapter 135-54, the Town shall be reimbursed for the cost of this work by assessment on the property taxes of the premises:

Chapter 135-54. Compliance with notice; assessment of costs.

A. The person served with a notice of violation shall be permitted five days from such service to eliminate the accumulation of garbage, litter, refuse, rubbish or rubble and/or excessive height of lawns, weeds, grass, brush or vegetation of any kind.

B. Action upon noncompliance. Upon the failure, neglect or refusal of any owner or agent so notified to properly cure the violation within five days after issuance of written notice provided for in Section 135-53 above, the Commissioner, or his/her designee, may direct the Department of Public Works, the Highway Department and/or the Department of Parks to remove and dispose of such garbage, litter, refuse, rubbish or rubble and/or cut the lawn, weeds, grass, brush or vegetation to a height in compliance with Section 135-52.



Mr. Christopher Connelly
August 30, 2021

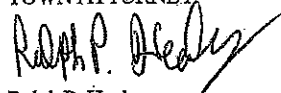
Page 2

C. The Town shall be reimbursed for the cost of the work performed or the services rendered, as hereinabove provided, by assessment against the collection from the lots or parcels of land where such work was performed or services rendered for so much of the actual and complete cost as incurred upon and from each lot or lots, in the manner provided for the assessment of the cost of public improvements by Article 4, Section 64, of the Town Law of the State of New York, as amended.

Kindly remit \$2,432.03 to the Town of Oyster Bay, 54 Audrey Avenue, Oyster Bay, New York 11771, to the attention of Ralph P. Healey, Special Counsel, within 30 days from the date of this letter. If this office has not received payment by that date, said amount shall be referred to the County of Nassau for placement on the Nassau County Tax Assessment Rolls.

Very truly yours,

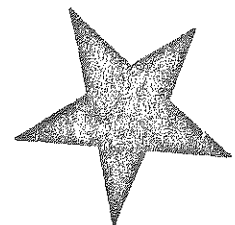
FRANK M. SCALERA
TOWN ATTORNEY



Ralph P. Healey
Special Counsel

RPH:aml
Attachment

S:\Atty\aml\Atty\trph\letters\Connelly, 61 Roosevelt Blvd 8.30.2021.dot





MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (66-150-15) 61 ROOSEVELT BLVD MASSAPEQUA 11758

Date Jul 14, 2021

Work Order # 85037

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
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Total Materials			\$1006.09

Grand Total \$2432.03

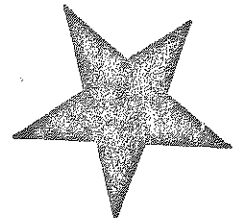
Description of Work:
CLEAN UP 61 ROOSEVELT BLVD, M5

Signature: 

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATION

Date: Jul 16, 2021



2021-8285

TOWN OF OYSTER BAY

Inter-Departmental Memo

June 30, 2021

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU
Through: ELIZABETH L. MACCARONE: COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 61 Roosevelt Blvd., Massapequa, New York 11758
SBL: 66-150-15 -17, 38

Notice of Violation number 04854 was issued to the owner of the above-referenced premises on 06/21/21 for property non-maintenance, in violation of Chapter 135, Section 52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

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

- Cut grass on premises.
- Remove rotted boat on premises.

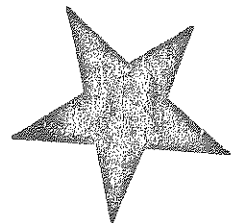
Pursuant to the provisions of Chapter 135, Section 54(C) of the Code, the Town is entitled to be reimbursed for the cost of the work performed by assessment against the owner. In addition, please notify us by fax, the date and time cleanup is completed. Please proceed accordingly.

ELIZABETH L. MACCARONE
COMMISSIONER
BY:


MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU

ME:ml

cc: Frank Scalera, Town Attorney





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

ELIZABETH L. MACCARONE
COMMISSIONER

TIMOTHY R. ZIKE
DEPUTY COMMISSIONER

JAMES McCaffrey
DEPUTY COMMISSIONER

June 30, 2021

Chris Connelly
61 Roosevelt Blvd.
Massapequa, NY 11758

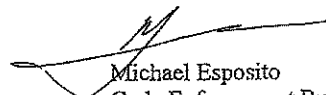
RE: PREMISES: 61 Roosevelt Blvd., Massapequa, NY 11758
SECTION 66 BLOCK 150 LOT 15

Dear Property Owner:

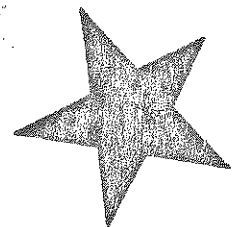
Inspections of the above-referenced property have revealed that the premises has not been maintained in accordance with the provisions of Chapter 135, Section 52 of the Code of the Town of Oyster Bay, based in part from the overgrown grass and weeds on the property.

Please be advised that N.O.V. Number 04854 (copy attached) has been served on 06/21/21. As of this date, the violation has not been rectified and the conditions at the premises continue to endanger the health, safety and welfare of the residents of the Town of Oyster Bay. Please be further advised that I have directed the Highway Department to perform the necessary maintenance, and to take all the necessary steps to recover from you the costs.

Very truly yours,
ELIZABETH L. MACCARONE
COMMISSIONER


Michael Esposito
Code Enforcement Bureau

ELM:ME:ml
Enclosure





NOTICE OF VIOLATION

Town of Oyster Bay
Department of Planning & Development
74 Audrey Avenue, Oyster Bay NY 11771

04854

Location of Violation 61 ROOSEVELT BLVD, MS

Section 66 Block 150 Lot 15 Permit # _____

Person Served CHRIS Connolly

Date 6-21-21 Method of Service MAILED

An inspection of the above noted premises revealed violations of the Town of Oyster Bay Code and New York State Building Code.

- ☒ Expired Permit ☐ Worksite maintenance ☐ Unsafe Condition
☐ Improperly Secured worksite ☐ Other (see comment section)
☒ Non-compliance ZBA ☐ Non-compliance Town Board
☐ Non-compliance other agency ☐ Construction w/o permit

Violations shall be corrected no latter than:

- ☒ Immediately ☐ 2 Weeks ☐ 30 Days

☐ STOP WORK IMMEDIATELY

All Construction and building activity is suspended until further notice

Comments: - 5 DAY CLEAN-UP -
FAILURE TO MAINTAIN YOUR LOT WILL RESULT
IN A TCB CLEAN-UP AT YOUR COST
- CUT GRASS, REMOVE ROTTED BOAT -

Failure to correct the above noted violations within the proscribed time period may result in the issuance of a summons, criminal prosecution, and/or the suspension or revocation of any and all building permits and Certificates of Occupancy pursuant to Town Law.

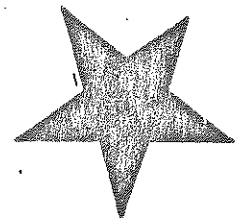
Inspectors name CHERVO

Telephone 624-6259 Office Hours 12-2 PM

Recipient Signature _____

22 day of June 2021
[Signature]
NOTARY PUBLIC

THERESA CAROLINE CIPRIANO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01C16400105
Qualified in Nassau County
My Commission Expires November 4, 2023



AFFIDAVIT OF SERVICE

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

Premises:
60 ROOSEVELT AVE
MASSAPEQA, NY 117
Sec 66 Block 20 Lot 1

Anthony CIERVO being duly sworn, deposes and says:

1. I am over 18 years of age, and not a party to this action.
2. On 6-21-21 (Date of Service), I served TOWN OF OYSTER BAY
☐ SUMMONS NUMBER _____ ☒ NOTICE OF VIOLATION NUMBER 4854
TO Chris Conolly, known to me to be the
☒ owner of the above-referenced premises
☐ _____ (Title) of the _____ (business entity) BY
☐ PERSONAL SERVICE by delivering the said document to the person named above at
_____, the description of the individual served is:

Sex: _____	Color of Skin: _____	Color of Hair: _____
Approximate Age: _____	Weight: _____	Height: _____

☒ SERVICE BY POSTING by attaching a copy of said document to the above-referenced premises.

Sworn to before me this
22 day of June 2021

Theresa Cipriano
NOTARY PUBLIC

Theresa Cipriano
THERESA CAROLINE CIPRIANO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01C16400105
Qualified in Nassau County
My Commission Expires November 4, 2023

0000000000000000

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

Anthony CIERVO being duly sworn, deposes and says, I am not a

party to this action, am over 18 years of age, and reside in MASSAPEQA PARK New York.

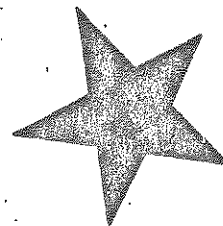
On the 21 day of JUNE 2021, I served the within DOCUMENT upon
Chris Conolly at 60 ROOSEVELT AVE
MASSAPEQA, by depositing a true copy of the same, enclosed in a postpaid
properly addressed envelope, in an official depository under the exclusive care and custody of the United
States Post Office, by ☒ certified mail, return receipt requested ☒ first class mail, within the State of New
York.

Sworn to before me this

22 day of June 2021

Theresa Cipriano
NOTARY PUBLIC

Theresa Cipriano
THERESA CAROLINE CIPRIANO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01C16400105
Qualified in Nassau County
My Commission Expires November 4, 2023



Doc
4
25k

Bargain and Sale Deed with Covenants against Grantor's Acts

THIS INDENTURE, made as of the 23rd day of August, two thousand nineteen

BETWEEN

MALACHITE DEVELOPMENT LLC, a New York limited liability company with offices located at 48 East Old Country Road, Suite 203, Mineola, New York 11501

party of the first part, and

CHRISTOPHER CONNELLY, residing at 61 Iroquois Place, Massapequa, New York 11758

party of the second part.

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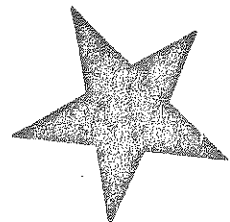
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IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

MALACHITE DEVELOPMENT LLC

BY

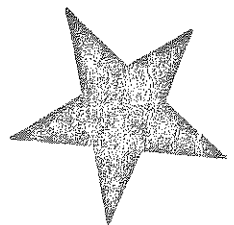
MANOUCHEHR MALEKAN, MEMBER

STATE OF NEW YORK) ss.
COUNTY OF NASSAU)

On the 23rd day of August in the year 2019, before me, the undersigned, personally appeared MANOUCHEHR MALEKAN, 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 executed the same in his capacity, and that by his signature on the instrument, the individual or the person on behalf of which the individual acted, executed the instrument.

JAY L. YACKOW
NOTARY PUBLIC - STATE OF NEW YORK
NO. 4783748
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES OCT. 31, 2021

Notary Public



17C

Town of Oyster Bay
Inter- Departmental Memo

July 20, 2021

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

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: 61 ROOSEVELT BLVD., MASSAPEQUA
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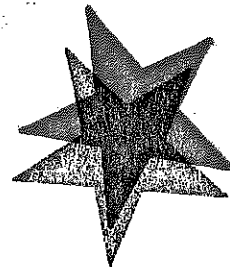
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JOHN P. BISHOP
DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet

CLEAN -- UP 61 ROOSEVELT BLVD., MASSAPEQUA TO P & D





MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (66-150-15) 61 ROOSEVELT BLVD MASSAPEQUA 11758

Date Jul 14, 2021

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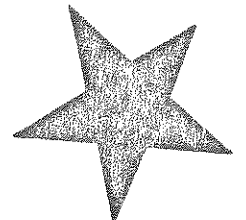
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Description of Work:
CLEAN UP 61 ROOSEVELT BLVD, MS

Signature: 
Name: PETER BROWN
Title: DIRECTOR OF HIGHWAY OPERATION
Date: Jul 16, 2021



Speed Work Order

T.
 Pt.
 Vt.
 Or.
 Nat.
 Das

Gross wt	32,640	18.42	A Scale
Tare wt	27,080	13.54	B Scale
Net wt	5,760	2.88	
CV: 0			

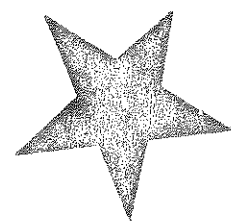
Rate \$ 88.92 / TN

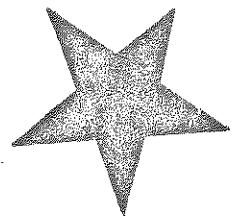
Tip \$	0.00
Spec \$	0.00
Tax \$	0.00
Fee \$	0.00

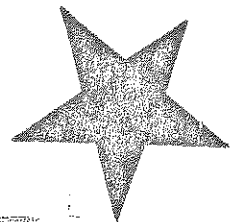
Ds

Remark >>>>>House clean up - 61 Roosevelt Blvd
 Masqueque

- 2) Town Truck : COMPU
- DEPAR
- 3) Non-Town Truck: _____
- 4) License No. : Am 8
- 5) Vehicle Capacity in Cu
- 6) Signature: Demoi
House clean up 61 Rd
- STEP TWO: Driver give
 signature,
 receipt.
- 7) Signature landfill oper
- STEP THREE: Town driv
 yard foren
 Non-Town
 receipt to







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Bargain and Sale Deed with Covenants against Grantor's Acts

THIS INDENTURE, made as of the 23rd day of August, two thousand nineteen.

BETWEEN

MALACHITE DEVELOPMENT LLC, a New York limited liability company with offices located at 48 East Old Country Road, Suite 203, Mineola, New York 11501

party of the first part, and

CHRISTOPHER CONNELLY, residing at 61 Iroquois Place, Massapequa, New York 11758

party of the second part,

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

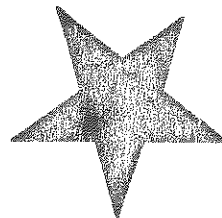
66

SEE SCHEDULE "A" ANNEXED HERETO

150

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

15-19
+ 38



Meeting of December 7, 2021

Resolution No. 700-2021

2021-8285

135-54

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated June 30, 2021, authorized the Highway Department to clean up the premises located at 61 Roosevelt Boulevard, Massapequa, New York 11758, also known as Section 66, Block 150, Lots 15 to 17 and 38 on the Land and Tax Map of the County of Nassau; and

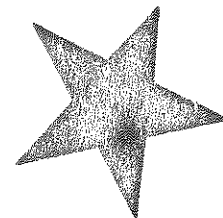
WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated October 29, 2021, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on July 14, 2021, in the total amount of \$2,432.03, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated October 29, 2021, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$2,432.03 may be assessed by the Legislature of the County of Nassau against the parcel known as 61 Roosevelt Boulevard, Massapequa, New York 11758 also known as Section 66, Block 150, Lots 15 to 17 and 38 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

Reviewed By
Office of Town Attorney
Ralph P. Healey

The foregoing resolution was declared adopted after a roll of the members of the Board: the



700-
2021

11-16-2021

12-7-2021

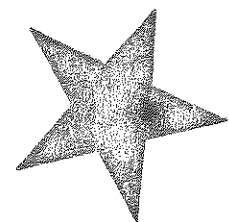
Reviewed By
Office of Town Attorney
Ralph P. Healey

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated June 30, 2021, authorized the Highway Department to clean up the premises located at 61 Roosevelt Boulevard, Massapequa, New York 11758, also known as Section 66, Block 150, Lots 15 to 17 and 38 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated October 29, 2021, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on July 14, 2021, in the total amount of \$2,432.03, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated October 29, 2021, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$2,432.03 may be assessed by the Legislature of the County of Nassau against the parcel known as 61 Roosevelt Boulevard, Massapequa, New York 11758 also known as Section 66, Block 150, Lots 15 to 17 and 38 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- #-





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

Instrument Number: 2019- 00076089

As

D01 - DEED

Recorded On: September 05, 2019

Parties: MALACHITE DEVELOPMENT LLC

TO CONNELLY CHRISTOPHER

Recorded By: RELATIVE LAND CORP

Billable Pages: 4

Num Of Pages: 6

Comment:

**** Examined and Charged as Follows: ****

D01 - DEED	65.00	Blocks - Deeds - \$300	300.00	RP5217 Residential	125.00
Tax Affidavit TP 584	5.00				
Recording Charge:	495.00				
	Amount	Consideration Amount	RS#/CS#		
Tax-Transfer	920.00	230,000.00	RE 2994	Basic	0.00 SpecASST 0.00
OYSTER BAY				Local NY CITY	0.00 SpecADDL SONYMA 0.00
				Additional MTA	0.00 Transfer 920.00
Tax Charge:	920.00				

Property Description:

Line	Section	Block	Lot	Unit	Town Name
1	66	150	15		OYSTER BAY
2	66	150	16		OYSTER BAY
3	66	150	17		OYSTER BAY
4	66	150	38		OYSTER BAY

**** THIS PAGE IS PART OF THE INSTRUMENT ****

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Nassau County, NY

File Information:

Document Number: 2019- 00076089

Receipt Number: 1601009

Recorded Date/Time: September 05, 2019 02:50:26P

Book-Vol/Pg: Bk-D VI-13847 Pg-872

Cashier / Station: 0 MNC / NCCL-4HP1C42

Record and Return To:

JUSTIN ANGELINO ESQ

OCONNOR OCONNOR HINTZ & DEVENY

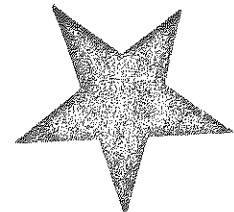
1 HUNTINGTON QUADRANGLE SUITE 1C01

MELVILLE NY-11747



Maureen O'Connell

County Clerk Maureen O'Connell



DD
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250K

Bargain and Sale Deed with Covenants against Grantor's Acts

THIS INDENTURE, made as of the 23rd day of August, two thousand nineteen

BETWEEN

MALACHITE DEVELOPMENT LLC, a New York limited liability company with offices located at 48 East Old Country Road, Suite 203, Mineola, New York 11501

party of the first part, and

CHRISTOPHER CONNELLY, residing at 61 Iroquois Place, Massapequa, New York 11758

party of the second part,

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

66
150
15-17
+ 38

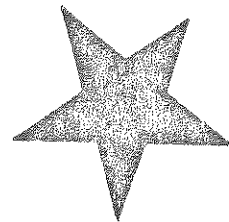
SEE SCHEDULE "A" ANNEXED HERETO

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

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

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

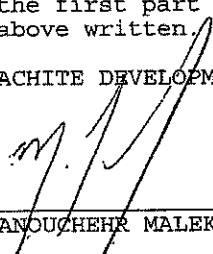
Being and intended to be the same premises as conveyed to the party of the first part by deed dated January 14, 2019 and recorded in the Office of the Clerk of the County of Nassau on the 28th day of January, 2019 in Liber 13761, Page 363.



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

IN PRESENCE OF:

MALACHITE DEVELOPMENT LLC

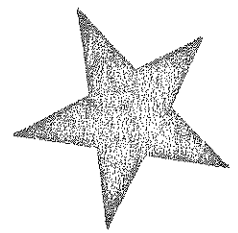
BY 
MANOUCHEHR MALEKAN, MEMBER

STATE OF NEW YORK) ss:
COUNTY OF NASSAU)

On the 23rd day of August in the year 2019, before me, the undersigned, personally appeared MANOUCHEHR MALEKAN, 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 executed the same in his capacity, and that by his signature on the instrument, the individual or the person on behalf of which the individual acted, executed the instrument.

JAY L. YACKOW
NOTARY PUBLIC - STATE OF NEW YORK
NO. 4793749
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES OCT. 31, 2021

Notary Public

Relative Abstract Corp.

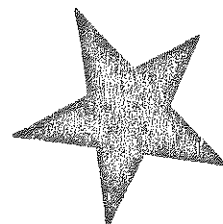
Schedule A Description

Title Number **REL1626**

Page **1**

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at Amityville, not an incorporated village, in the Town of Oyster Bay, County of Nassau and State of New York, and more particularly known and designated as the southerly 3 feet of Lot No. 14, and all of Lots number 15, 16 and 17, in Block M on a certain map entitled, "Amityville Development of the Long Island Seashore Company, Owners and Developers, New York City, surveyed april 1926 by Robert J. Bartley, Professional Engineer and Land Surveyor, Bayshore, N.Y." and filed in the Nassau County Clerk's Office April 17, 1926 as Map Np. 602, New No. 3628.

**Relative Abstract Corp.
3 Christine Court
Bohemia, NY 11716**



BARGAIN AND SALE DEED
With Covenants Against Grantor's Acts

Title No.

MALACHITE DEVELOPMENT LLC

TO

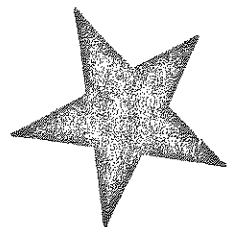
CHRISTOPHER CONNELLY

PROPERTY ADDRESS: 61 Roosevelt Boulevard
Massapequa, New York 11758

SECTION: 66
BLOCK: 150
LOTS: 15-17, 38
COUNTY: NASSAU

RECORD AND RETURN TO:

JUSTIN ANGELINO, ESQ.
O'CONNOR, O'CONNOR, HINTZ & DEVENY
1 Huntington Quadrangle, Suite 1C01
Melville, New York 11747



Meeting of May 23, 2023

Resolution No.327-2023

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated April 27, 2023, requested Town Board authorization to issue a refund in the amount of \$500.00 to Town of Oyster Bay resident Kerry Furey, 9 Eleanor Lane, Plainview, NY 11803, to reimburse her for fees paid for her daughter to attend the 2023 Town of Oyster Bay Summer Recreation Program at Allen Park after deciding to switch to the Syosset Park location; and

WHEREAS, Mrs. Furey is entitled to a full refund of the \$500.00 registration fee, as the 10 percent administration fee is waived,

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 \$500.00 to Kerry Furey; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. PKS A 0001 02001 510 0000; and be it further

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

-#-

REVIEWED BY
OFFICE OF TOWN ATTORNEY

Ramona Wolfe

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	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: 4/27/2023

SUBJECT: Kerry Furey- 2023 Allen Park Summer Recreation Refund

The Department of Parks respectfully requests Town Board approval for a refund in the amount of \$500.00 (five hundred dollars and 00/00 cents) to the Town of Oyster Bay resident Kerry Furey, 9 Eleanor Lane, Plainview, NY 11803. Mrs. Furey's daughter will not be attending Summer Recreation at Allen Park she will be attending Summer Recreation at Syosset Park instead.

Based on the 2023 Town of Oyster Bay refund policy, Kerry Furey is eligible to receive the refund as follows:

2023 Allen Park Summer Recreation \$500.00
10% Administrative Fee Waived

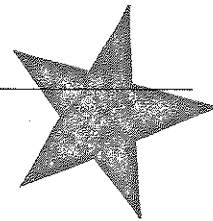
TOTAL REFUND \$500.00 (five hundred dollars and 00/100 cents)

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

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



Joseph G. Pinto
COMMISSIONER



JGP/nh

Meeting of May 23, 2023

Resolution No.328-2023

REVIEWED BY
OFFICE OF TOWN ATTORNEY
[Signature]

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated May 8, 2023, requested that the Town Board authorize the Department to present a Senior Trip to the Fairfield Properties Ballpark for the Long Island Ducks Baseball Game and Picnic, on Tuesday, June 27, 2023, at a cost of \$45.00 per attendee, which includes a ticket to the game, an onsite picnic dinner, and Town or School Bus transportation from select Town locations if needed; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further advised that the event shall be conducted pursuant to the Department's procedures for self-sustaining accounts and that the Department shall collect the funds for the event as an administrative convenience,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of Community and Youth Services is hereby authorized to present a Senior Trip to the Fairfield Properties Ballpark for the Long Island Ducks Baseball Game and Picnic, on Tuesday, June 27, 2023, at a cost of \$45.00 per attendee, which includes a ticket to the game, an onsite picnic dinner, and Town or School Bus transportation from select Town locations if needed, on the terms hereinabove set forth.

-#-

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

May 8, 2023

TO: Memorandum Docket

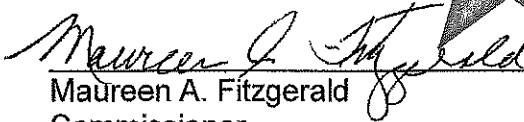
FROM: Maureen A. Fitzgerald, Commissioner
Department of Community and Youth Services


SUBJECT: Senior Trip to the Long Island Ducks Game

The Department of Community & Youth Services is requesting Town Board authorization to provide a trip to the Fairfield Properties Ballpark for The Long Island Ducks Baseball Game and Picnic. The event is scheduled to take place on Tuesday, June 27th 2023 and will include a ticket to the game, an onsite picnic dinner and Town or School Bus transportation from select Town locations if needed.

The cost for the trip will be \$45.00 per attendee. The Department will collect funds for the event as an Administrative Convenience and the event will be conducted pursuant to the Departments of Community and Youth Service's procedures for self-sustaining accounts.

Therefore, it is respectfully requested that the Town Board authorize the Department of Community and Youth Services to proceed with the event as presented.


Maureen A. Fitzgerald
Commissioner



MAF:sab

Meeting of May 23, 2023

Resolution No.329-2023

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated May 5, 2023, requested Town Board authorization to establish the fees for a Town of Oyster Bay Youth Basketball Program for children in Grades 3 through 8 (ages 8 through 13), with times and locations to be established by the Commissioner of Parks, as follows:

\$ 85.00 per resident
\$ 100.00 per non-resident; and

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

WHEREAS, by said memorandum, Commissioner Pinto further advised that the fees will cover the cost of supplies needed to successfully run these programs, and all fees received will be deposited into Account No. PKS-A-0001-02001-510-0000, with the exception of five thousand dollars (\$5,000) which will be deposited into Account No. TWN-TA-0000-00085-471-0000, Special Events Miscellaneous General, which will be used to cover the cost of supplies and equipment needed to successfully run this program,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby approved, and the Department of Parks is hereby authorized to establish the fees set forth hereinabove for the Youth Basketball Program, with times and locations to be established by the Commissioner of Parks, and with the monies received for said fees to be deposited into Account No. PKS-A-0001-02001-510-000, with the exception of five thousand dollars (\$5,000) which will be deposited into Account No. TWN-TA-0000-00085-471-0000, Special Events Miscellaneous General.

-#-

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
JMS

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO: MEMORANDUM DOCKET

FROM: Joseph G. Pinto, Commissioner of Parks

DATE: May 5, 2023

SUBJECT: TOB Youth Basketball Program

The Department of Parks requests Town Board approval for the following Town of Oyster Bay sponsored Youth Basketball Program:

Youth Basketball Program Grades 3 through 8

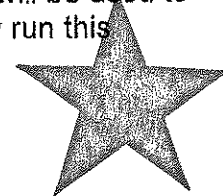
This is a fun organized youth basketball program for resident and non-resident children in grade 3 through 8 (ages 8 through 13). The program will be administered by the Department of Parks, Division of Recreation. Dates, times and locations of the program are to be established by the Commissioner of Parks.

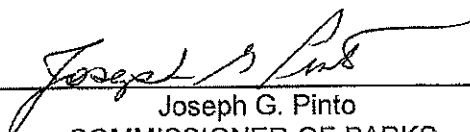
The Department of Parks is requesting a fee of \$85.00 per resident and \$100.00 per non-resident.

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.

All fees received will be deposited into PKS-A-0001-02001-510-0000, with the exception of \$5,000, which will be deposited into Account No. TWN-TA-0000-00085-471-0000, Special Events Miscellaneous General, which will be used to cover the cost of supplies and equipment needed to successfully run this program.

Town Board approval is recommended.





Joseph G. Pinto
COMMISSIONER OF PARKS

Meeting of May 23, 2023

Resolution No.330-2023

WHEREAS, Giovanna Bizzoso has requested to donate a memorial plaque to be placed on a new bench at Theodore Roosevelt Memorial Park, Oyster Bay, in memory of her grandparents, Rocco Luigi and Maria Baldino; and

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

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated May 4, 2023, recommended that the Town accept said donation,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town hereby accepts the donation of \$1,325.00 from Giovanna Bizzoso to donate a memorial plaque to be placed on a new bench at Theodore Roosevelt Memorial Park, Oyster Bay, in memory of her grandparents, Rocco Luigi and Maria Baldino.

-#-

Reviewed By
Office of Town Attorney
Imenica Walke

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

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

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

TO: Memorandum Docket
FROM: Joseph G. Pinto, Commissioner of Parks
SUBJECT: Memorial Plaque and Bench
DATE: May 4, 2023

The Department of Parks has received a request from Giovanna Bizzoso (letter attached) requesting a memorial plaque on a new bench at Theodore Roosevelt Memorial Park and Beach in memory of her grandparents Rocco Luigi and Maria Baldino.

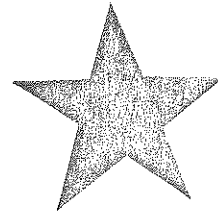
The Department of Parks has reviewed this request and concurs this will be a fitting tribute.

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

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



JOSEPH G. PINTO, COMMISSIONER
DEPARTMENT OF PARKS



JGP/dc

Hello Diane,

I would like to request a memorial bench.

My Name: Giovanna Bizzoso

Park Name: Theodore Roosevelt Beach

Donation: \$1,325.00 Bench and Plaque

Honorees: Rocco Luigi and Maria Baldino

Thank you!
Giovanna



Reviewed By
Office of Town Attorney
America Wolfe

Meeting of October 25, 2022

Resolution No. 760-2022

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

FEES FOR A MEMORIAL PLAQUE:

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

FEES FOR A MEMORIAL PLAQUE AND A NEW BENCH:

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

FEES FOR A MEMORIAL PLAQUE PLACED ON AN EXISTING BENCH:

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

FEES FOR A MEMORIAL PLAQUE PLACED UNDER AN EXISTING TREE:

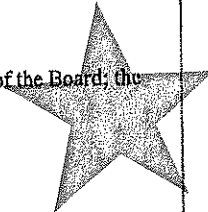
8" x 4" plaque placed under an existing tree is \$450.00
8" x 6" plaque placed under an existing tree is \$550.00

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

-#-

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

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



Meeting of May 23, 2023

Resolution No.331-2023

WHEREAS, David DeGeorge has requested to donate a memorial plaque to be placed on a new bench at The Honorable Joseph Colby Golf Course, Woodbury, in memory of Joseph DeVito; and

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

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated May 3, 2023, recommended that the Town accept said donation,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town hereby accepts the donation of \$1,325.00 from David DeGeorge to donate a memorial plaque to be placed on a new bench at The Honorable Joseph Colby Golf Course, Woodbury, in memory of Joseph DeVito.

-#-

Reviewed By:
Office of Town Attorney
America Wolfe

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

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

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

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner of Parks

SUBJECT: Memorial Plaque and Bench


DATE: May 3, 2023

The Department of Parks has received a request from David DeGeorge (letter attached) requesting an 8x6 memorial plaque on a new bench at The Honorable Joseph Colby Golf Course in Woodbury in memory of Joseph DeVito.

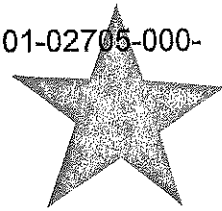
The Department of Parks has reviewed this request and concurs this will be a fitting tribute.

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

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



JOSEPH G. PINTO, COMMISSIONER
DEPARTMENT OF PARKS



JGP/dc

Reviewed By
Office of Town Attorney
America Wolfe

Meeting of October 25, 2022

Resolution No. 760-2022

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

FEES FOR A MEMORIAL PLAQUE:

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

FEES FOR A MEMORIAL PLAQUE AND A NEW BENCH:

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

FEES FOR A MEMORIAL PLAQUE PLACED ON AN EXISTING BENCH:

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

FEES FOR A MEMORIAL PLAQUE PLACED UNDER AN EXISTING TREE:

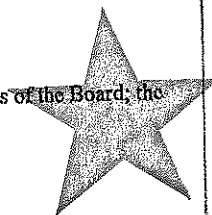
8" x 4" plaque placed under an existing tree is \$450.00
8" x 6" plaque placed under an existing tree is \$550.00

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

-#-

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

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



Diann Codispodo

From: David De George [REDACTED]
Sent: Monday, March 6, 2023 11:33 AM
To: Diann Codispodo
Subject: Re: Memorial Prices and Guidelines

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

Hi Diann, as per our conversation we would like a new bench with 8X6 plaque for \$1325 placed at Oyster Bay Golf Course #12 hole with the following saying

**In Loving Memory Of
Joseph A. DeVito
Deeply Missed, Never Forgotten
Carried in our Hearts
Golfing Heaven's Fairways**

David De George
516-369-8748
dj1825@verizon.net

-----Original Message-----

From: Diann Codispodo <dcodispodo@oysterbay-ny.gov>
To: 'David De George' [REDACTED]
Sent: Mon, Mar 6, 2023 11:27 am
Subject: RE: Memorial Prices and Guidelines

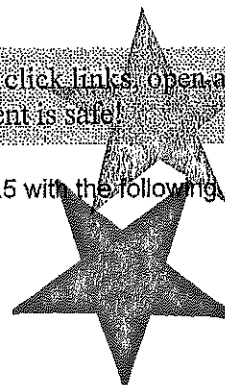
Put the name of the golf course in there too☺

From: David De George [REDACTED]
Sent: Monday, March 6, 2023 11:24 AM
To: Diann Codispodo <dcodispodo@oysterbay-ny.gov>
Subject: Fwd: Memorial Prices and Guidelines

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

Hi Diann, as per our conversation we would like a new bench with 8X6 plaque for \$1325 with the following saying

**In Loving Memory Of
Joseph A. DeVito
Sadly missed, never forgotten**



Always in our hearts Golfing Heaven's Fairways

David De George
516-369-8748
dj1825@verizon.net

-----Original Message-----
From: David De George [REDACTED]
To: dcodispodo@oysterbay-ny.gov <dcodispodo@oysterbay-ny.gov>
Sent: Sun, Mar 5, 2023 3:07 pm
Subject: Re: Memorial Prices and Guidelines

Diann, we met with Tony today and decided on #12 (PAR 3) hole at Oyster Bay Golf Course for the new bench and plaque, and I believe the wording will be as follows (see below) but wanted to check with you on the number of characters allowed on the plaque, and wanted to make sure this is ok with he family.

In Loving Memory Of
Joseph A. DeVito
05/11/1961-01/18/2023
Sadly missed, never forgotten
Always in our hearts

David De George
516-369-8748

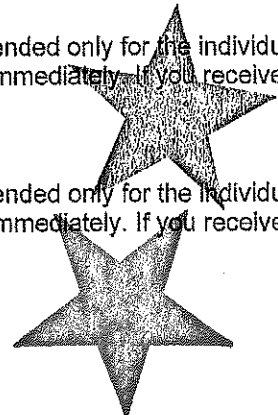
-----Original Message-----
From: Diann Codispodo <dcodispodo@oysterbay-ny.gov>
To: [REDACTED]
Sent: Mon, Jan 23, 2023 11:38 am
Subject: Memorial Prices and Guidelines

Hi David I'm so sorry about Joe. Attached are the prices and guidelines that we spoke of. I passed your name and number along to Tony and after you meet with him then you can reach back out to me and we can discuss next steps.

My condolences,
Diann Codispodo

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

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



Meeting of May 23, 2023

Resolution No.332-2023

Reviewed By
Office of Town Attorney
Ms. America Wolfe

WHEREAS, Peg Taber has requested to donate a memorial plaque to be placed on an existing bench at Bayfront Park, Massapequa, in memory of Laura Montilli; and

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

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated May 2, 2023, recommended that the Town accept said donation,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town hereby accepts the donation of \$850.00 from Peg Taber to donate a memorial plaque to be placed on an existing bench at Bayfront Park, Massapequa, in memory of Laura Montilli.

-#-

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

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

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

TO: Memorandum Docket
FROM: Joseph G. Pinto, Commissioner of Parks
SUBJECT: Memorial Plaque and Existing Bench
DATE: May 2, 2023

The Department of Parks has received a request from Peg Taber (letter attached) requesting a memorial plaque on an existing bench at Bayfront Park in Massapequa in memory of Laura Montilli.

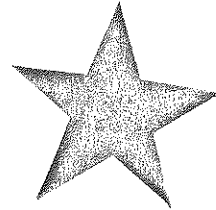
The Department of Parks has reviewed this request and concurs this will be a fitting tribute.

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

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



JOSEPH G. PINTO, COMMISSIONER
DEPARTMENT OF PARKS



JGP/dc

Diann Codispodo

From: Peg Taber <[REDACTED]>
Sent: Tuesday, May 2, 2023 10:06 AM
To: Diann Codispodo
Subject: Re: Memorial Prices and Guideline

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

Hi Diann,
My name is Peggy Taber, my friends and I would like to donate a plaque in honor of Laura Montilli on an existing bench in Bay front park.

Thank you,
Peg

On Tue, May 2, 2023 at 9:48 AM Peg Taber <[REDACTED]> wrote:
Good morning Diann,

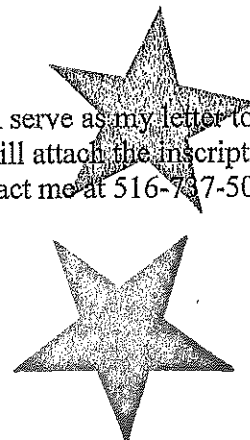
I am following up on our request. Can you please give me an update?

Thank you,
Peg Taber
516-737-5056

On Fri, Mar 24, 2023 at 2:52 PM Peg Taber <[REDACTED]> wrote:
Hi Diann,

I found our email correspondence, from July of last year. I am hoping this email can serve as my letter to officially request a plaque at the front park in Massapequa on an existing bench. I will attach the inscription we would like on the bench. If you have any questions, please don't hesitate to contact me at 516-737-5056.

Thank you,
Peg Taber



On Tue, Jul 19, 2022 at 9:17 AM Peg Taber <[REDACTED]> wrote:

Hi Diann,

I hope you had a great weekend, we are ready to move forward. We would like to do a plaque on an existing bench in Bay front park. I was down there and noticed two benches facing the water without plaques, if they are available, we would like one of these. You mentioned that I could go to the site with someone from your office that could confirm the location with me. We are so excited to move forward, please let me know the next steps.

Thank you,
Peg

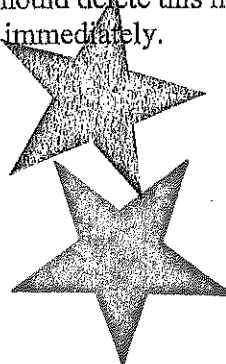
On Tue, Jul 12, 2022 at 1:42 PM Diann Codispodo <dcodispodo@oysterbay-ny.gov> wrote:

Hi Peggy here are the prices and the guidelines. I'll wait to hear back from you.

Have a great day,

Diann

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



Office of Town Attorney
America Wolfe

Meeting of October 25, 2022

Resolution No.760-2022

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

FEES FOR A MEMORIAL PLAQUE:

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

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

FEES FOR A MEMORIAL PLAQUE AND A NEW BENCH:

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

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

FEES FOR A MEMORIAL PLAQUE PLACED ON AN EXISTING BENCH:

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

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

FEES FOR A MEMORIAL PLAQUE PLACED UNDER AN EXISTING TREE:

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

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

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

-#-

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

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

Diann Codispodo

From: Peg Taber [REDACTED]
Sent: Wednesday, May 3, 2023 11:09 AM
To: Diann Codispodo
Subject: Fwd: Bench at bay front

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!

Per our conversation

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

From: [REDACTED]
Date: Wed, May 3, 2023 at 11:07 AM
Subject: Re: Bench at bay front
To: [REDACTED]

Look now

Sent from the all new AOL app for iOS

On Wednesday, May 3, 2023, 11:02 AM, [REDACTED] wrote:

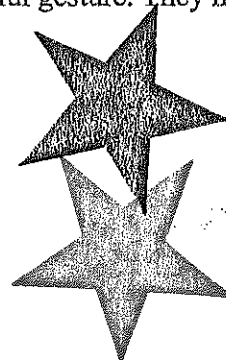
To whom it may concern

My Mom passed July 11 2022 and my friends are honoring her by purchasing a plaque on a bench. My family is very touched by my friends doing this wonderful gesture. They have my permission to purchase this plaque in my mothers name.

Thank you so much

Fondly

Shannon Montilli Passanante



Sent from the all new AOL app for iOS

Meeting of May 23, 2023

Resolution No.333-2023

Reviewed By
Office of Town Attorney
Palmer R. Deane

WHEREAS, Frank Sammartano, Commissioner, and John Sarcone, Deputy Commissioner, Department of Intergovernmental Affairs, by memorandum dated May 8, 2023, requested that the Town Board authorize the renewal of the Department's general and professional liability insurance, from Ohio Security and General Insurance, through Salerno Brokerage Corporation ("Salerno"), to provide coverage for the Oyster Bay-North Hempstead-Glen Cove Workforce Development Board, for the period commencing May 1, 2023 through May 1, 2024, *nunc pro tunc*, for a total annual premium of \$35,995.00; and

WHEREAS, Commissioner Sammartano and Deputy Commissioner Sarcone, by said memorandum, advised that the annual premium for the aforementioned liability insurance, is a Workforce-related expense, is eligible for payment under the Workforce Innovation and Opportunity Act, and consequently, shall be obtained at no cost to the Town of Oyster Bay; and

WHEREAS, Commissioner Sammartano and Deputy Commissioner Sarcone, by said memorandum, further advised that funds for the aforementioned purpose are available in Account No. IGA CD 6293 43000 000 CW22; and

WHEREAS, Commissioner Sammartano and Deputy Commissioner Sarcone, 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 request as hereinabove set forth is hereby approved, and the Department of Intergovernmental Affairs is hereby authorized to renew general and professional liability insurance, from Ohio Security and General Insurance, through Salerno, to provide coverage for the Oyster Bay-North Hempstead-Glen Cove Workforce Development Board, for the period commencing May 1, 2023 through May 1, 2024, *nunc pro tunc*, for a total annual premium of \$35,995.00, with said annual premium being a Workforce-related expense, eligible for payment under the Workforce Innovation and Opportunity Act, and consequently, to be obtained at no cost to the Town of Oyster Bay; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. IGA CD 6293 43000 000 CW22; and be it further.

RESOLVED, That the Town Comptroller is hereby authorized and directed to make payment for same therefor, 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

196

333

TOWN OF OYSTER BAY

Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: FRANK V. SAMMARTANO, COMMISSIONER
INTERGOVERNMENTAL AFFAIRS

DATE: May 8, 2023

SUBJECT: SALERNO BROKERAGE CORP. POLICY RENEWAL WITH GENERAL LIABILITY
AND PROFESSIONAL LIABILITY INSURANCE

The Department of Intergovernmental Affairs has issued a renewal policy request for the Oyster Bay-North Hempstead-Glen Cove Workforce Development Board. The renewal request is in partnership with the Salerno Brokerage Corporation with their provided services of professional and general liability Insurance for the Oyster Bay-North Hempstead-Glen Cove Workforce Development Board.

The general liability Insurance renewal policy will issue the required coverage in the amount of \$32,157 while the professional liability Insurance renewal policy will issue the required coverage in the amount of \$3,838. The total amount of insurance coverage provided under this policy renewal will be in the amount of \$35,995.

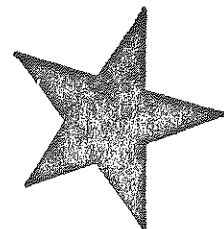
Accordingly, it is respectfully requested that the Town Board authorize the renewal of the professional and general liability Insurance effective May 1st, 2023 to May 1st, 2024 through Salerno Brokerage Corporation. It will be utilized under the carrier of Ohio Security and General Insurance. This expense is eligible for payment under the Workforce Innovation and Opportunity Act, and there will be no cost to the Town of Oyster Bay. The vendor's disclosure questionnaire has been reviewed and the Town is satisfied procurement policy standards have been met. Funds for this purpose are available in account IGA CD 6293 43000 000 CW22.

John R. [Signature] for
Deputy
Commissioner

Frank V. Sammartano

Frank V. Sammartano
Commissioner

FVS:pf



Account

SALERNO BROKERAGE CORPORATION

117 Oak Drive
Syosset, NY 11791

INVOICE

Customer	Oyster Bay-North Hempstead-Glen Cove Workforce Development Board
Acct#	9556
Date	05/02/2023
Customer Service	Salerno Brokerage Maryann Aiello
Page	1 of 1

Oyster Bay-North Hempstead-Glen Cove Workforce Development Board
977 Hicksville Road
Massapequa, NY 11758

Payment Information	
Invoice Summary	\$ 3,838.00
Payment Amount	
Payment for	Invoice#105376
LP7768822X	

Thank You

Please detach and return with payment

Customer: Oyster Bay-North Hempstead-Glen Cove Workforce Development Board

Invoice	Effective	Transaction	Description	Amount
105376	05/01/2023	Renew policy	Policy #LP7768822X 05/01/2023-05/01/2024 General Insurance Company of America Professional Liability-1 - Renew policy Due Date: 5/2/2023	3,838.00

Total
\$ 3,838.00

Thank You

SALERNO BROKERAGE CORPORATION
117 Oak Drive
Syosset, NY 11791

(516)364-4044

Date
05/02/2023

SALERNO BROKERAGE CORPORATION

117 Oak Drive
Syosset, NY 11791

INVOICE

Customer	Oyster Bay-North Hempstead-Glen Cove Workforce Development Board
Acct #	9556
Date	05/02/2023
Customer Service	Salerno Brokerage Maryann Aiello
Page	1 of 1

Oyster Bay-North Hempstead-Glen Cove Workforce Development Board
977 Hicksville Road
Massapequa, NY 11758

Payment Information	
Invoice Summary	\$ 32,157.00
Payment Amount	
Payment for	Invoice#105377
BLS2161056562	

Thank You

Please detach and return with payment

Customer: Oyster Bay-North Hempstead-Glen Cove Workforce Development Board

Invoice	Effective	Transaction	Description	Amount
105377	05/01/2023	Renew policy	Policy #BLS2161056562 05/01/2023-05/01/2024 The Ohio Casualty Insurance Company General Liability - Renew policy Due Date: 5/2/2023	32,157.00

Total

\$ 32,157.00

Thank You

SALERNO BROKERAGE CORPORATION
117 Oak Drive
Syosset, NY 11791

(516)364-4044

Date

05/02/2023



SALERNO INSURANCE CORP.

TOWNS & VILLAGES RISK MANAGEMENT CORP.

HEALTH & FITNESS RISK MANAGEMENT CORP.

117 Oak Drive Syosset, New York 11791-4625 • 516-364-4044 • Fax: 516-364-5901
www.salerinois.com

May 2, 2023

Mr. John Sarcòne

Oyster Bay-North Hempstead-Glen Cove Workforce Development Board

977 Hicksville Road

Massapequa, NY 11755

RE: Policy: General Liability & Professional Liability
Carrier: Ohio Security and General Insurance
Policy #: BLS2161056562 & LP776882X
Policy Term: 5/1/2023 to 5/1/2024

Dear John,

We are pleased to confirm that we have bound the captioned policies effective 5/1/2023 for an annual term.

The following items are enclosed:

1. Insurance Binder
2. Invoices
3. Voucher

Thank you for the opportunity to be of service. Please contact our office with any questions. The policy will follow shortly.

Very truly yours,

Maryann Aiello

NLM:ma

Enc.



DATE	BINDER	MINICO NUMBER
04/18/23		XA1365

NAME & MAILING ADDRESS OF INSURED	MINICO INSURANCE AGENCY, LLC 10851 N. Black Canyon Highway, Suite 200 Phoenix, AZ 85029 (516) 365-7440
OYSTER BAY-NORTH HEMPSTEAD- GLEN COVE WORKFORCE DEVELOP BD 977 HICKSVILLE ROAD MASSAPEQUA, NY 11758	UNDERWRITER: LIZ WERNER

BROKER	INSURANCE COMPANY	CODE
SALERNO BRK CORP/TOWNS & VILL RISK MGMT /HEALTH & 117 OAK DRIVE SYOSSET, NY 11791-4625 maiello@salernoins.com	OHIO SECURITY INS COMPANY	OS
	POLICY NUMBER	INVOICE NUMBER
	BLS2461056562	(NONE)
POLICY TERM 05/01/23 TO 05/01/24		

SOCIAL SERVICES PROGRAM

COMMERCIAL GENERAL LIABILITY SIMPLIFIED OCCURRENCE FORM

GENERAL AGGREGATE	\$2,000,000	EACH OCCURRENCE LIMIT	\$1,000,000
PRODUCTS/COMPLETED OPS AGG.	\$2,000,000	FIRE DAMAGE LIMIT	\$1,000,000
PERSONAL & ADV INJURY	\$1,000,000	MEDICAL EXPENSE LIMIT	\$20,000

SEE THE LIBERTY MUTUAL COMMERCIAL INSURANCE PROPOSAL FOR COVERAGE,
LIMITS, DEDUCTIBLES AND FORMS APPLICABLE

PROFESSIONAL LIABILITY COVERAGE IS BEING QUOTED ON A SEPARATE POLICY.
GL AND PROFESSIONAL MUST BOTH BE WRITTEN IN ORDER TO BIND.

EXCLUSIONS

SEE LIBERTY MUTUAL PROPOSAL

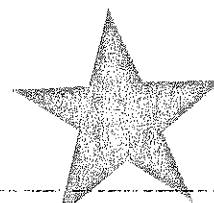
ADDITIONAL ENDORSEMENTS & CONDITIONS

SEE LIBERTY MUTUAL PROPOSAL

ADDITIONAL COMMENTS

"SEE THE LIBERTY MUTUAL PROPOSAL ATTACHED"
"POLICYHOLDER AGREES TO ACCEPT AN ELECTRONIC POLICY AND OTHER RELATED
DOCUMENTS ISSUED BY LIBERTY; POLICYHOLDER MAY REQUEST A WRITTEN POLICY."

PREMIUM	\$32,157.00	DEPOSIT REQ	\$10,719.00
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This document is evidence that insurance described above has been placed; against which policies will be issued, subject to all the terms and conditions of the policy. IMMEDIATE ADVICE MUST BE GIVEN OF ANY DISCREPANCIES, INACCURACIES or NECESSARY CHANGES.

NO FLAT CANCELLATIONS

DATE	BINDER	MINICO NUMBER
04/18/23		XA1367

NAME & MAILING ADDRESS OF INSURED	MINICO INSURANCE AGENCY, LLC 10851 N. Black Canyon Highway, Suite 200 Phoenix, AZ 85029 (516) 365-7440	
OYSTER BAY-NORTH HEMPSTEAD GLEN COVE WORKFORCE DEVELOP BD 977 HICKSVILLE ROAD MASSAPEQUA, NY 11758	UNDERWRITER: LIZ WERNER	
BROKER	INSURANCE COMPANY	CODE
SALERNO BRK CORP/TOWNS & VILL RISK MGMT /HEALTH & 117 OAK DRIVE SYOSSET, NY 11791-4625 maiello@salernoins.com	GENERAL INS CO OF AMERICA [SS]	8G
	POLICY NUMBER	INVOICE NUMBER
	LP7768822X	(NONE)
	POLICY TERM 05/01/23 TO 05/01/24	

SOCIAL SERVICES PROGRAM

COVERAGES

PROFESSIONAL LIABILITY POLICY

LIMITS

\$1,000,000 EACH PROFESSIONAL INCIDENT

\$2,000,000 AGGREGATE

TERMS AND CONDITIONS

EXCLUSIONS: POLLUTION, MEDICAL DOCTORS, SEXUAL MISCONDUCT LIABILITY,
COMMUNICABLE DISEASE EXCL.
SM6161 NY INSURPLUS PRO ENDORSEMENT WILL ATTACH (AS EXPIRING)

ADDITIONAL COMMENTS

PROFESSIONAL LIABILITY QUOTE MUST BE ACCEPTED ALONG WITH THE GENERAL
LIABILITY THROUGH LIBERTY/SAFECO IN ORDER TO BIND.

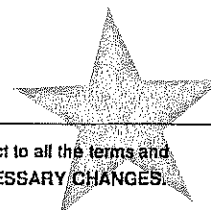
NAMED INSURED:

OYSTER BAY -NORTH HEMPSTEAD -GLEN COVE WORKFORCE DEVELOPMENT BOARD
"POLICYHOLDER AGREES TO ACCEPT AN ELECTRONIC POLICY AND OTHER RELATED
DOCUMENTS ISSUED BY LIBERTY; POLICYHOLDER MAY REQUEST A WRITTEN POLICY."

PREMIUM	\$3,838.00	DEPOSIT REQ	\$1,279.00
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This document is evidence that insurance described above has been placed; against which policies will be issued, subject to all the terms and conditions of the policy. IMMEDIATE ADVICE MUST BE GIVEN OF ANY DISCREPANCIES, INACCURACIES or NECESSARY CHANGES.

NO FLAT CANCELLATIONS



DRS
Reviewed By
Office of Town Attorney
Elizabeth A. Jaughan

WHEREAS, Meredith Maus, Executive Director, Oyster Bay Main Street Association, Inc., Post Office Box 116, Oyster Bay, New York 11771, by letter dated May 1, 2023, requested the use of both Municipal Parking Field O-8, and the use of Audrey Avenue between South Street and Spring Street, Oyster Bay, as well as the use of twelve (12) complete barricades and twelve (12) traffic cones, for the Association's Oyster Bay Farmers' Market, to be held from 9:00 a.m. until 3:00 p.m., on alternating Sundays, beginning on June 4, 2023, through and including Sunday, November 19, 2023; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated May 8, 2023, advised that the abovementioned property and equipment will not be required for use by the Town at those times, and that he has no objection to providing the Oyster Bay Main Street Association, Inc., with the use of Municipal Parking Field O-8, and the use of Audrey Avenue between South Street and Spring Street, Oyster Bay, as well as the use of twelve (12) complete barricades and twelve (12) traffic cones for the Association's Oyster Bay Farmers' Market, to be held from 9:00 a.m. until 3:00 p.m., on alternating Sundays, beginning on June 4, 2023, through and including Sunday, November 19, 2023; and

WHEREAS, Commissioner Lenz, by said memorandum, further advised that the Oyster Bay Main Street Association, Inc., is aware that in the event of a conflict with the closure of a road or parking lot for any of the above-mentioned dates and times, the Town reserves the right to cancel any date requested and will make all efforts to provide the Oyster Bay Main Street Association, Inc. with two weeks' notice of any such cancellation; and

WHEREAS, the Town Board deems this an appropriate and worthwhile endeavor, and one which shall benefit the residents of the Town of Oyster Bay,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby approved, and the Department of Public Works is hereby authorized to provide the Oyster Bay Main Street Association, Inc. with the use of Municipal Parking Field O-8 in Oyster Bay, and Audrey Avenue between South Street and Spring Street, as well as twelve (12) complete barricades and twelve (12) traffic cones, for the Association's Oyster Bay Farmers' Market, to be held from 9:00 a.m. until 3:00 p.m., on alternating Sundays, beginning on June 4, 2023, through and including Sunday, November 19, 2023, subject to the following terms and conditions:

1. The use of all Town property and equipment shall be in conformance with the direction of the Commissioner of the Department of Public Works, or his duly 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 aforescribed activity.

3. The said organization shall file a Certificate of Insurance with the Office of the Town Clerk, indicating said organization maintains general liability insurance, in the 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 aforescribed activity.

4. In the event of a conflict with the closure of a road or parking lot for any of the above mentioned dates and times, the Town reserves the right to cancel any date requested and will make all efforts to provide the Oyster Bay Main Street Association, Inc. with two weeks' notice of any such cancellation.

-#-

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

May 8, 2023

TO: MEMORANDUM DOCKET

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

SUBJECT: OYSTER BAY MAIN STREET ASSOCIATION.
OYSTER BAY FARMERS MARKET
ALTERNATE SUNDAY'S FROM JUNE 4TH 2023 THROUGH NOVEMBER 19TH 2023

Enclosed please find a copy of the letter from Meredith Maus, Executive Director of the Oyster Bay Main Street Association requesting our assistance in conducting their Oyster Bay Farmers Market on alternating Sundays starting June 4th 2023 through November 19th 2023.

The Highway Division has no objection to the organizations closing Parking lot O-8 in Oyster Bay as well as Audrey Ave from South Street to Spring Street and will provide "No Parking" signs to close off the area for the market on the above mentioned dates from 9:00 A.M. to 3:00 P.M. Further, the Highway Division can readily supply twelve (12) complete barricades and twelve (12) traffic cones for the event.

In the event of a conflict with the closure of a road or parking lot for any of the above mentioned dates and times, the Town of Oyster Bay has the right to cancel any date requested and will make all efforts to provide the Oyster Bay Main Street Association with a two week notice.

Also attached are the Certificates of Insurance, Endorsement Sheets and Hold Harmless Agreements to cover the event. Therefore, Town Board approval is requested.

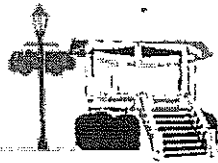


RICHARD W. LENZ, P.E., COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

JCT/kaz
Attachments

C: John C. Tassone, Chief Deputy Commissioner
Grace SantaMaria, Highway Administration
Peter Brown, General Foreman 002
Steve Kelly, Sign Bureau Supervisor
Justin McCaffrey, Commissioner, Department of Public Safety





OYSTER BAY

MAIN STREET ASSOCIATION

May 1, 2023

Officers

President

Sandra Connett Graham

Vice President

John Bonifacio

Treasurer

Timothy DiPietro

Secretary

Diana Hauser

Board of Directors

Janice Arty

Claude Bahnik

Henry C. Clark

Mario Gallo

Janine Lizza

Richard McKean

Diane Meltzer

Thomas Milana, Jr.

Alexis Pagano

Megan Pearson

Advisory Board

Robert Brusca

John Collins

Harriet Gerard Clark

Kimberly Dey

Denise Evans-Sheppard

Jerritt Gluck

Rep. Steve Israel

Billy Joel

Leg. Joshua Lafazan

Richard LaMarea

Hunt & Betsy Lawrence

Colleen McKean

Edward Moldenhoff

Robert Santos

Ryan Schlatter

Dr. Laura Seinfeld

William Sheeline

Dottie Simons

John Speece

Claudia Taglich

Alex Urdea

Councilwoman Vicki Walsh

Supervisor Joseph Saladino
54 Audrey Avenue
Oyster Bay, NY 11771

Dear Supervisor Saladino,

The Oyster Bay Main Street Association would like to formally request permission to bring the Oyster Bay Market back to the downtown of Oyster Bay for the 2023 season. We would like to host the market with about 25 vendors starting on Sunday June 4, 2023 from 10am to 2pm. With your permission, we are looking to host the event in the same location as last year - the Town of Oyster Bay parking lot on Audrey Ave, including the section of Audrey Ave between Shore Ave and the municipal lot. If this is amenable to the Town the market would be held on the following dates: 6/4; 6/18, 7/2; 7/16; 7/30; 8/13; 8/27; 9/3; 9/10; 9/17; 9/24, 10/1, 10/8; 10/15; 10/22; 10/29; 11/5 & 11/19.

We have read through the NYS guidance on outdoor markets and taken into consideration the need to leave the center of Audrey Ave clear for emergency vehicles in our proposed layout of the market. We will continue to adhere to New York State Guidelines regarding social distancing measures and understand that events may be cancelled due to Covid-19 if the state or Town of Oyster Bay requires it.

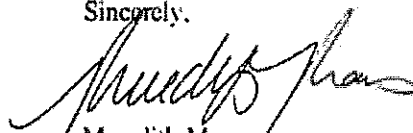
We further acknowledge, that in the event of a conflict with the closure of the road the Town has the right to cancel any date required and will make all efforts to provide OBMSA with a two-week notice.

In order to assist with the lay out of the market, we would request that the Town of Oyster Bay close off access to the above referenced parking lot and roadway for our purposes on the requested dates. Set up of the market would begin at 9 am and would be fully closed down by 3 pm. To help control the flow of traffic we request that 12 barriers and 12 cones be delivered to the parking lot and placed near the generator by Saturday evening.

If there are any questions regarding our protocols or further requirements, please do not hesitate to contact me by phone at 516.922.6982 or email: maus@obmsa.org

Thank you for your consideration.

Sincerely,



Meredith Maus
Executive Director

Staff

Executive Director

Meredith Maus



OYSTBAY-01

SHUDEPOH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/6/2023

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

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

PRODUCER Geo. V. Bullen & Son Inc. 3333 New Hyde Park Road Suite 300 New Hyde Park, NY 11042	CONTACT PHONE (516) 482-7200 FAX (516) 439-4341 E-MAIL ADDRESS: mab@gvbullen.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Oyster Bay Main Street Association Inc. PO Box 116 Oyster Bay, NY 11771	NAIC # 20443	

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.

INSURANCE TYPE	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBJECT	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			84025932909	6/3/2023	6/3/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (if a occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP ADD \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NAMED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A					PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - PA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

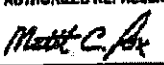
RE: The Oyster Bay Market 2023

Event will take place on the days as followed: 6/4; 6/18; 7/2; 7/16; 7/30; 8/13; 8/27; 9/3; 9/10; 9/17; 9/24; 10/1; 10/8; 10/16; 10/22; 10/29; 11/5 and 11/19 from 9AM to 3PM

The Town of Oyster Bay is included as additional insured with respect to General Liability as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Town of Oyster Bay 94 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 

ACORD 25 (2016/03)

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Reviewed By
Office of Town Attorney



SB146932F31
(Ed. 6-16)

**BLANKET ADDITIONAL INSURED
AND
LIABILITY EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS**

TABLE OF CONTENTS	
I.	<u>Blanket Additional Insured Provisions</u>
	A. <u>Additional Insured – Blanket Vendors</u>
	B. <u>Miscellaneous Additional Insureds</u>
	C. <u>Additional Provisions Pertinent to Additional Insured Coverage</u>
	1. <u>Primary – Noncontributory provision</u>
	2. <u>Definition of "written contract."</u>
II.	<u>Liability Extension Coverages</u>
	A. <u>Bodily Injury – Expanded Definition</u>
	B. <u>Broad Knowledge of Occurrence</u>
	C. <u>Estates, Legal Representatives and Spouses</u>
	D. <u>Legal Liability – Damage to Premises</u>
	E. <u>Personal and Advertising Injury – Discrimination or Humiliation</u>
	F. <u>Personal and Advertising Injury – Broadened Eviction</u>
	G. <u>Waiver of Subrogation – Blanket</u>

I. BLANKET ADDITIONAL INSURED PROVISIONS

A. ADDITIONAL INSURED – BLANKET VENDORS

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a "written contract" to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Subparagraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- 2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
 - 3. This provision 2. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
 - 4. This provision 2. does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Policy or by endorsement.

B. MISCELLANEOUS ADDITIONAL INSUREDS

- 1. Who Is An Insured is amended to include as an insured any person or organization (called additional insured) described in paragraphs 3.a. through 3.j. below whom you are required to add as an additional insured on this policy under a "written contract":
- 2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:
 - a. A higher limit of insurance than required by such "written contract";
 - b. Coverage broader than required by such "written contract" and in no event greater than that described by the applicable paragraph a. through k. below; or
 - c. Coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard." But this paragraph c. does not apply to the extent coverage for such liability is provided by paragraph 3.j. below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

- 3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

a. Controlling Interest

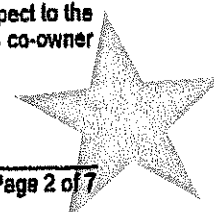
Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) such person or organization's financial control of you; or
- (2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

b. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for "bodily injury", "property damage" or "personal and advertising injury" as co-owner of such premises.



c. **Grantor of Franchise**

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for "bodily injury", "property damage", or "personal and advertising injury" as grantor of a franchise to you.

d. **Lessor of Equipment**

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by your maintenance, operation or use of such equipment, provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury" takes place prior to the termination of such lease.

e. **Lessor of Land**

Any person or organization from whom you lease land, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury", takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

f. **Lessor of Premises**

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury", takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

g. **Mortgagee, Assignee or Receiver**

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

h. **State or Political Subdivisions**

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of:

(1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance or use of any elevators covered by this insurance; or

(2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or government agency or subdivision or political subdivision; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

With respect to this provision's requirement that additional insured status must be requested under a "written contract", we will treat as a "written contract" any governmental permit that requires you to add the governmental entity as an additional insured.

i. Trade Show Event Lessor

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "bodily injury", "property damage", or "personal and advertising injury" caused by:

- a. Your acts or omissions; or
- b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

j. Other Person or Organization

Any person or organization who is not an additional insured under paragraphs a. through i. above. Such additional insured is an insured solely for "bodily injury", "property damage" or "personal and advertising injury" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

- (1) For "bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering or failure to render any professional services;
- (2) For "bodily injury" or "property damage" included in the "products-completed operations hazard." But this provision (2) does not apply to such "bodily injury" or "property damage" if:
 - (a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "written contract"; and
 - (b) The "written contract" requires you to make the person or organization an additional insured for such "bodily injury" or "property damage"; or
- (3) Who is afforded additional insured coverage under another endorsement attached to this policy.

C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE

With respect only to additional insured coverage provided under paragraphs A. and B. above:

1. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other valid and collectible insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "written contract" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

2. Under **Liability and Medical Expense Definitions**, the following definition is added:

"Written contract" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

- a. Is currently in effect or becomes effective during the term of this policy; and
- b. Was executed prior to:
 - (1) The "bodily injury" or "property damage"; or
 - (2) The offense that caused the "personal and advertising injury";for which the additional insured seeks coverage.



II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the Businessowners Liability Coverage Form. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

A. Bodily Injury - Expanded Definition

Under Liability and Medical Expenses Definitions, the definition of "Bodily Injury" is deleted and replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

B. Broad Knowledge of Occurrence

Under Businessowners Liability Conditions, the Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

Paragraphs a. and b. above apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

D. Legal Liability - Damage To Premises

1. Under B. Exclusions, 1. Applicable to Business Liability Coverage, Exclusion k. Damage To Property, is replaced by the following:

k. Damage To Property

"Property damage" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
3. Property loaned to you;

4. Personal property in the care, custody or control of the insured;
5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2 of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs 1, 3, and 4, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D -- Liability and Medical Expenses Limits of Insurance.

Paragraphs 3, 4, 5, and 6 of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6 of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

2. Under B. Exclusions, 1. Applicable to Business Liability Coverage, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph (14) of the exclusion entitled Personal and Advertising Injury:

Exclusions c, d, e, f, g, h, i, k, l, m, n, and o, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in Section D. Liability And Medical Expenses Limits Of Insurance.

3. The first Paragraph under item 5. Damage To Premises Rented To You Limit of the section entitled Liability And Medical Expenses Limits Of Insurance is replaced by the following:

The most we will pay under Business Liability for damages because of "property damage" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You limit shown in the Declaration.

E. Personal and Advertising Injury -- Discrimination or Humiliation

1. Under Liability and Medical Expenses Definitions, the definition of "personal and advertising injury" is amended to add the following:

- h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is based solely on either disparate impact (as opposed to disparate treatment) or vicarious liability, and:

- (1) Not done intentionally by or at the direction of:

- (a) The insured; or

- (b) Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

- (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

2. Under B. Exclusions, 1. Applicable to Business Liability Coverage, the exclusion entitled Personal and Advertising Injury is amended to add the following additional exclusions:

(16) Discrimination Relating to Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

(16) Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.

(17) Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

3. This provision (Personal and Advertising Injury - Discrimination or Humiliation) does not apply if Personal and Advertising Injury Liability is excluded either by the provisions of the Policy or by endorsement.

F. Personal and Advertising Injury - Broadened Eviction

Under Liability and Medical Expenses Definitions, the definition of "Personal and advertising injury" is amended to delete Paragraph c. and replace it with the following:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

G. Waiver of Subrogation - Blanket

We waive any right of recovery we may have against:

- a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.

100200034025932065346



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

This Agreement is made this 1st day of May 2023, by the Oyster Bay Main Street Association, Inc. (Hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as the municipal parking lot adjacent to 54 Audrey Avenue and the section of Audrey Avenue extending from the parking lot to the intersection with Spring Street. To help control the flow of traffic we request that 12 barriers and 12 cones be placed in the parking lot near the generator

For the event described as the Oyster Bay Market

The property/equipment is need from 9 am to 3 pm on the following dates: 6/4; 6/18; 7/2; 7/16; 7/30; 8/13; 8/27; 9/3; 9/10; 9/17; 9/24; 10/1; 10/8; 10/15; 10/22; 10/29; 11/5 & 11/19.

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

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

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

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

Name of Organization:

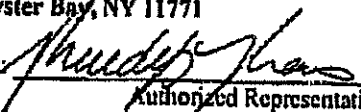
Oyster Bay Main Street Association, Inc.

Address of Organization:

P.O. Box 116

Oyster Bay, NY 11771

By


Authorized Representative

Title: Executive Director

Telephone Number: 516.922.6982


Reviewed By
Office of Town Attorney

DATE: 5/8/23

TO: HIGHWAY OPERATIONS

SUBJECT: Oyster Bay Main Street Assoc. Farmers Market

PLEASE DELIVER TO:

The parking lot on Audrey
Avenue – Lot O-8 – by generator

CONTACT: Meredith Maus
516-922-6982

DATE OF EVENT:

6/4/23-11/19/23
Every Other Sunday

BARRICADES:

12

CONES:

12

SORT PAILS:

PORTABLE LIGHTS:

GENERATOR:

PACKER:

DELIVER ON:

June 2, 2023

PICKUP ON:

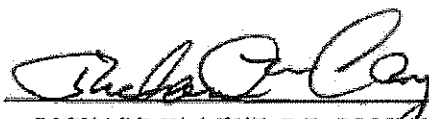
November 20, 2023

SWEEPING BEFORE AFFAIR IS NEEDED:

XX
YES NO

Please be advised that when signing on receipt of Town Equipment, your organization will be held responsible for their return.

RWL/kaz


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



CC: Dan Kornfeld
Peter Brown, General Foreman 002
Mike Ricardo, Regional Foreman 009
Kevin Freiberg, Area Foreman 013

Public Safety Division

Reviewed By
Office of Town Attorney
Elizabeth A. Jaughn

WHEREAS, Valerie Monroy, Executive Director, People Loving People Inc., 123 Audrey Avenue, Oyster Bay, New York, by letter dated April 24, 2023, requested the closure of Railroad Avenue, between Maxwell Avenue and Audrey Avenue, Oyster Bay, and the placement of road closure signs on Railroad Avenue, on Friday, June 16, 2023, from 6:00 p.m. through 9:00 p.m., for the organization's Community Food Pantry Event, to be held on the aforementioned date and time; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated May 8, 2023, advised that the abovementioned property and equipment will not be required for use by the Town at that time, and that the Department of Public Works has no objection to providing People Loving People Inc., with the closure of Railroad Avenue, between Maxwell Avenue and Audrey Avenue, Oyster Bay, and the placement of road closure signs on Railroad Avenue, on Friday, June 16, 2023, from 6:00 p.m. through 9:00 p.m., for the organization's Community Food Pantry Event, to be held on the aforementioned date and time; 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 request as hereinabove set forth is hereby accepted and approved, and the Department of Public Works is hereby authorized to provide People Loving People Inc., with the closure of Railroad Avenue, between Maxwell Avenue and Audrey Avenue, Oyster Bay, and the placement of road closure signs on Railroad Avenue, on Friday, June 16, 2023, from 6:00 p.m. through 9:00 p.m., for the organization's Community Food Pantry Event, to be held on the aforementioned date and time subject to the following terms and conditions:

1. The use of all Town property and equipment shall be in conformance with the direction of the Commissioner of the Department of Public Works, or his duly authorized representative.
2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of all Town property and equipment, and in the conduct of the afore-described activity.
3. The said organization shall file a Certificate of Insurance and Declaration Page(s) with the Office of the Town Clerk, indicating said organization maintains a policy of comprehensive general liability insurance, with a Commercial Liability limit of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate, per year, and naming the Town of Oyster Bay as an additional insured, in connection with the afore-described activity.

-#-

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

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

TOWN OF OYSTER BAY

Inter-Departmental Memo

May 8, 2023

TO: MEMORANDUM DOCKET

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

SUBJECT: PEOPLE LOVING PEOPLE COMMUNITY FOOD PANTRY EVENT
FRIDAY, JUNE 16TH 2023

Enclosed please find letter from Valerie Monroy, Executive Director, requesting our assistance on behalf of People Loving People Inc., in hosting their Community Food Pantry Event on Friday, June 16th 2023.

The Highway Division has no objection to the closure of Railroad Avenue in Oyster Bay, between Maxwell Avenue and Audrey Avenue for the event. The Organization is requesting the posting of temporary 'Road Closure' signs on Railroad Avenue from 6:00 P.M. through 9:00 P.M. on the above mentioned date.

Also attached are the Certificate of Insurance, Endorsement Sheet, and Hold Harmless Agreement for this event. Therefore, Town Board approval is requested.

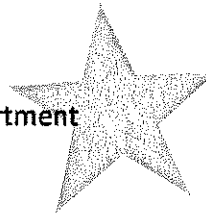


RICHARD W. LENZ, P.E. COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

JCT/kaz

C:

Peter Brown, General Foreman 002
John C. Tassone, Chief Deputy Commissioner
Steve Kelly, Sign Bureau Supervisor
Justin McCaffrey, Commissioner, Public Safety Department
Grace Santa Maria, Highway Administration





4/24/23

Dear Kimberly,

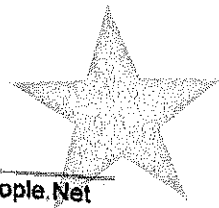
People Loving People would like to request the closing of the street Railroad Avenue to the corner of Audrey Avenue on June 16, 2023. The times requested will be from 6pm to 9pm to hold a block party for the community we serve here at the food pantry. If there is anything else you need from us feel free to reach out to us.

Thank you!

Valerie Monroy
Founder/Operations Director
516-945-9738
peoplelovingpeople.net

Contact

123 Audrey Ave, Oyster Bay, New York 11771 | (516) 945-9738 | PeopleLovingPeople.Net
Founding Partners | Donna Galgano | Val Monroy | Gina Kang





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/24/2023

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

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

PRODUCER	Nicholas DeVito Agency, Inc. 449 Route 25A Mount Sinai, NY 11768	CONTACT NAME: Jennifer Neiser PHONE: (631)568-8388 FAX: (631)568-0028 E-MAIL: jennifer@devitoagency.com ADDRESS: INSURER'S ATTORNEY'S COVERAGE	NAME: Alliance of Nonprofits for Insurance 10923
INSURED	People Loving People Inc. DBA The Peoples Party 123 Audrey Avenue Oyster Bay, NY 11771	INSURED 1: INSURED 2: INSURED 3: INSURED 4:	

COVERAGES		CERTIFICATE NUMBER: 08034294-0		REVISION NUMBER: 8		
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	TYPE OF INSURANCE	APPLICABLE PERIOD	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLIMATE-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	2021-68663	07/04/2022	07/04/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EXCEPTED) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPLETED OPS \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-SCHEDULED AUTOS ONLY UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLIMATE-MADE DED <input type="checkbox"/> RETENTION					COMBINED SINGLE LIMIT (EXCEPTED) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (EXCEPTED) \$ EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETORS/PARTNER/EXECUTIVE OFFICER/CLERICAL EXCLUDED (Mandatory in NY) Is the insured under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EACH EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Block Party on 06/16/2023
Town of Oyster Bay, Highway Department, 150 Miller Place, Syosset, NY 11781 is included as additional insured if required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Town of Oyster Bay
Highway Department
150 Miller Place
Syosset, NY 11791

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

(J-H)

ACORD 25 (2016/03)

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Printed by J-H on 04/24/2023 at 01:52PM

Reviewed By
Office of Town Attorney

POLICY NUMBER: 2022-69803
Named Insured: People Loving People, Inc.

COMMERCIAL GENERAL LIABILITY
CG 20 26 12 19

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):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

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.

Harmless Agreement for Use of Town Property and/or Equipment

This Agreement is made this 24 day of April, 2023, by People Loving People (hereinafter "CONCESSIONAIRE"). Whereas, the CONCESSIONAIRE has entered into a contract to provide certain services and products at various Town locations, as designated in the contract between the TOWN and the CONCESSIONAIRE for the contract period June 16, 2023 through June 16, 2023.

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

Further, the Organization agrees to provide the Town with a copy of its general liability insurance certificate, evidencing primary coverage in the amounts of \$1,000,000 each occurrence, \$2,000,000 general aggregate, \$500,000 for property damage and, where appropriate, \$1,000,000 products, naming the Town as additional insured. The Organization's insurance shall be primary insurance as respects the Town, and any insurance or self-insurance maintained by the Town shall be in excess of Town's insurance and shall not contribute to it. All certificates of insurance must be accompanied by an endorsement.

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

Name of Organization:

People Loving People

Address of Organization:

123 Audrey Avenue
Oyster Bay, NY 11771

By:

Valerie Morley
Authorized Representative

Title:

Director of Operations

Telephone Number: [REDACTED]

[Signature]
Reviewed By
Office of Town Attorney

Meeting of May 23, 2023

Resolution No.336-2023

WHEREAS, by Resolution No. 751-2021, adopted on December 7, 2021, the Town Board authorized D&B Engineers and Architects, DPC to provide Engineering Services Relative to Groundwater Monitoring for the Old Bethpage Landfill in connection with Contract No. PWC27-22, for a two-year term, commencing January 1, 2022 through December 31, 2023; and

WHEREAS, Steven A. Fangmann, P.E., BCCE, President and CEO, D&B Engineers and Architects, DPC, by letter dated April 17, 2023, described the scope of work to be performed under Contract No. PWC27-22, engineering services related to groundwater monitoring and reporting at the Old Bethpage Landfill, and requested approval to utilize Pine Environmental Services, Inc., as a sub-consultant for said project, to supply necessary environmental sampling equipment; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated May 8, 2023, requested Town Board authorization for D&B Engineers and Architects, DPC, to provide the aforesaid On-Call Engineering Services under Contract No. PWC27-22, that Pine Environmental Services, Inc., 92 North Main Street, Windsor, New Jersey 08561, be approved as a sub-consultant for said project, and that the Comptroller be directed to issue an encumbrance order in an amount not to exceed \$45,000.00 for this purpose, with funds available for payment in Account No. SAN SR05 8160 44800 000 0000; and

WHEREAS, the proposed sub-consultant's disclosure questionnaire has been reviewed and has satisfied the Town's Procurement Policy,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, and D&B Engineers and Architects, DPC is hereby authorized to provide the aforementioned engineering services in connection with Contract No. PWC27-22, and Pine Environmental Services, Inc. is hereby authorized to be a sub-consultant for said project, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed \$45,000.00 for this purpose, with funds available for payment in Account No. SAN SR05 8160 44800 000 0000.

-#-

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

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

REVIEWED BY
OFFICE OF TOWN ATTORNEY

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

MAY 8, 2023

TO: MEMORANDUM DOCKET

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

SUBJECT: ON-CALL ENGINEERING SERVICE REQUEST
RELATIVE TO GROUNDWATER MONITORING FOR OLD BETHPAGE LANDFILL
AND USE OF SUB-CONSULTANT
CONTRACT NO.: PWC27-22
ACCOUNT NO.: SAN SR05 8160 44800 000 0000

The consultant, D&B Engineers and Architects, DPC, has been approved by the Commissioner of Public Works to provide engineering services under On-Call Contract No. PWC27-22 by Resolution No. 751-2021 for the subject project.


Attached is a letter dated April 17, 2023 from D&B Engineers and Architects, DPC regarding the scope of work to be performed in an amount not to exceed \$45,000.00. Services to be performed include the 2023 groundwater monitoring program for the former Old Bethpage Landfill, as required by New York State Department of Environmental Conservation.

Attached is an availability of funds in the amount of \$45,000.00 to satisfy said engineering costs from the Director of Finance indicating that funds are available in Account No. SAN SR05 8160 44800 000 0000.

The office of D&B Engineers and Architects, DPC further request to utilize, as sub-consultant, Pine Environmental Services, Inc. to supply necessary environmental sampling equipment.

The consultant and sub-consultant's disclosure questionnaires have been reviewed and the Town is satisfied that the Procurement Policy standards have been met.

It is hereby requested that the Town Board authorize, by Resolution, D&B Engineers and Architects, DPC under Contract No. PWC27-22, On-Call Engineering Services Relative to Groundwater Monitoring for Old Bethpage Landfill, and request that the Comptroller be directed to issue an encumbrance order for this purpose, and that Pine Environmental Services, Inc. be approved as sub-consultant.

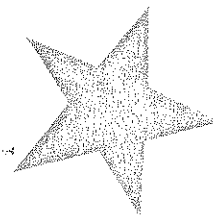

RICHARD W. LENZ, P.E.
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

RWL/MR/md

Attachment

cc: Steve C. Ballas, Comptroller
Daniel Pearl, Commissioner/Sanitation

PWC27-22 DOCKET 2023 FUNDS





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



Requesting Division/Department

SANITATION

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

Contract Number PWC27-22

Contract Period JANUARY 1, 2022 - DECEMBER 31, 2023

Consultant/Contractor D&B ENGINEERS AND ARCHITECTS, P.C.

Discipline GROUNDWATER MONITORING FOR OLD BETHPAGE LANDFILL

Total Authorization \$90,000

Resolution No. 751-2021 Date 12/7/2021

Funded To Date \$45,000.00

Amount Requested \$45,000.00

Account To Be Used SAN SROS 8160 44800 000 0000

If Capital Account, State The Related Contract Number: _____

Description Of Work

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

2023 MONITORING EFFORT FOR OLD BETHPAGE LANDFILL

Work To Be Completed In Contract Period:

Yes ☒ No ☐

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

Required Insurances Are In Effect:

Yes ☒ No ☐

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

Required 50% Performance Bond For This Request In Effect:

Yes ☐ No ☐ N/A ☒

Amount of Bond \$ _____

Requesting Division/Department

Signature [Signature]

Title Commissioner

Date 5/1/2023

DPW Approval

Only To Be Executed By The Commissioner

Signature [Signature]

Title Commissioner of Public Works

Date 5/8/23

THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

Amount Requested 45,000.00

Unencumbered Balance 287,900.00

Is The Account To Be Used Consistent With The Nature Of Work Listed Above?

Yes ☒ No ☐

Signature [Signature]

Date 5/5/23



TOWN OF OYSTER BAY

WORK ORDER



This Section To Be Completed By The Department Of Public Works

Work Order No. _____

E.O. No. _____

Contract Start 1/1/2022

Contract No. PWC27-22

Contract End 12/31/2023

Commencement Date JANUARY 1, 2023

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

Vendor Name and Address

D&B ENGINEERS & ARCHITECTS, P.C.

330 CROSSWAYS PARK DRIVE

WOODBURY, NEW YORK 11797

Requesting Town Department SANITATION

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

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

2023 MONITORING EFFORT FOR OLD BETHPAGE LANDFILL

This work order shall not exceed \$ 45,000.00

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

Requesting Division/Department

Signature _____

Title _____

Date _____

Department Of Public Works Approval

Only To Be Executed By The Commissioner

Signature _____

Commissioner of Public Works

Date _____



D&B ENGINEERS AND ARCHITECTS

330 Crossways Park Drive, Woodbury, New York 11797
516-364-9890 • 718-460-3634 • Fax: 516-364-9045 • 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

April 17, 2023

Matthew Russo, P.E.
Department of Public Works
Town of Oyster Bay
150 Miller Place
Syosset, NY 11791

Re: Engineering Services for Groundwater Monitoring at
Old Bethpage Landfill
TOB Contract No. PWC 27-22, Resolution 751-2021

Dear Mr. Russo:

As the Town's approved groundwater monitoring consultant for the above-referenced contract, D&B Engineers and Architects (D&B) is pleased to present this proposal to the Town of Oyster Bay (the Town) to conduct Post-Termination groundwater monitoring and reporting at the Old Bethpage Landfill. D&B previously completed several years of quarterly groundwater monitoring in accordance with the Town's Consent Decree with the New York State Department of Environmental Conservation (NYSDEC), and assisted the Town in obtaining approval from the NYSDEC in 2016 to enter into three years of semi-annual Post-Termination groundwater monitoring for which sampling and reporting has now been completed. Based upon ongoing correspondence with the NYSDEC, the Town has been requested to continue Post-Termination monitoring and reporting until an approval to conclude this effort is issued. Our work will additionally include supporting the Town with negotiations with NYSDEC on an as-needed basis on groundwater sampling and contamination issues.

As requested by the Town, D&B proposes the following Post-Termination groundwater monitoring tasks for the 2023 reporting year, unless otherwise modified by NYSDEC correspondence and negotiation.

Old Bethpage Landfill Groundwater Monitoring and Reporting

1. Post-Termination Groundwater Monitoring:

- a. Semi-annual groundwater quality sampling of monitoring wells will be conducted for VOCs, total and dissolved metals and leachate parameters.
- b. The following 13 wells will be sampled during each sampling round: LF-1, LF-2, MW-5B, MW-6A, MW-6B, MW-6C, MW-6E, MW-6F, MW-8A, MW-8B, MW-9B, MW-9C and OBS-1. Note that Well MW-6A has been observed to be dry during several sampling events and will only be sampled if sufficient groundwater is present in the well.

D&B ENGINEERS AND ARCHITECTS

Matthew Russo, P.E.
Department of Public Works
Town of Oyster Bay
April 17, 2023

Page 2

- c. Two semi-annual sampling rounds are anticipated to be completed in 2023.
2. Groundwater Monitoring Reports:
 - a. Draft Semi-annual Groundwater Monitoring Reports for each of the two (2) sampling events will be prepared and submitted to the Town for review.
 - b. Each semi-annual report will be a stand-alone report and will include the data obtained from all the previous Post-Termination monitoring and reporting events.
 - c. D&B will prepare trend graphs and spider diagrams for key contaminants and analyze Post-Termination monitoring concentration trends.
 - d. After Town review, D&B will revise each semi-annual report, as required, and submit the final report to NYSDEC, no more than 90 days from each sampling event.
 - e. A maximum of five (5) hard copies of each final report will be submitted.
3. Laboratory analyses for all samples will be conducted under a separate contract, as follows:
 - a. VOCs, metals and wet chemistry analyses will be conducted by Pace Analytical Services, Inc. (Pace), located at 575 Broadhollow Road in Melville, NY 11747, under direct contract with the Town.

Post-Termination Monitoring and Coordination with NYSDEC

1. Coordinate with the Town and the Town's oversight consultant to develop and respond to correspondence related to proposed post-termination and emerging contaminant monitoring and reporting obligations as necessary.
2. Attend meetings and represent the Town's interests with regard to merit and justification of future sampling and monitoring at the landfill, as may be necessary.

The proposed fees to complete the above tasks will be based upon time and expenses actually incurred in relation to the above scope in accordance with our On-Call Agreement with the Town and will not exceed a value of \$45,000 for the 2023 anticipated scope activities defined above.

D&B intends to utilize Pine Environmental Services, Inc. for specialized sampling equipment rental needs and is hereby requesting the Town's approval of this proposed subcontractor. Pine Environmental Services, Inc. is located at Windsor Industrial Park, 92 North Main Street, Building 20, Windsor, NJ 08561.

Laboratory analysis will be performed by Pace Analytical Services, Inc. under contract with the Town and therefore, costs for laboratory analyses are not included in D&B's authorization request.

D&B ENGINEERS AND ARCHITECTS

Matthew Russo, P.E.
Department of Public Works
Town of Oyster Bay
April 17, 2023

Page 3

Our funding request includes a total of \$3,000 or 17 hours of staff effort to assist the Town with emerging contaminant work plan support with the NYSDEC, as necessary.

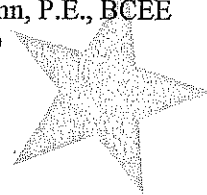
If you have any questions or comments, please do not hesitate to contact me at (516) 364-9890, Ext. 3005.

Very truly yours,



Steven A. Fangmann, P.E., BCEE
President and CEO

SAF/PRS/kb
cc: P. Sachs (D&B)
♦PX11222SAF041723MR-Ltr



CORRECTED COPY

Meeting of December 7, 2021

Resolution No. 751-2021

WHEREAS Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated November 22, 2021, advised that a Request for Proposals for On Call Engineering Services Relative to Groundwater Monitoring for the Old Bethpage Landfill, was issued in accordance with the specifications contained in Contract No. PWC27-22, for a two (2) year contract term, commencing on January 1, 2022 through December 31, 2023; and

WHEREAS, in response to the aforementioned Request for Proposals, four (4) responses were received by the Division of Engineering; and

WHEREAS, Commissioner Lenz, by said memorandum, stated that after review of the Division of Engineering's preliminary recommendations, performed in compliance with the requirements of Guideline 6 and 9 of the Town of Oyster Bay Procurement Policy, and in conjunction with the current workload, the Department has selected D & B Engineers and Architects, DPC; and

WHEREAS, Commissioner Lenz, by said memorandum, requested Town Board authorization for the Department of Public Works/Highway to enter into Contract No. PWC27-22, On-Call Engineering Services Relative to Groundwater Monitoring For the Old Bethpage Landfill, with D & B Engineers and Architects, DPC, and Lockwood, Kessler & Bartlett, Inc., LiRo Engineers Inc., and RTP Environmental Associates, Inc., for a two (2) year contract term, commencing on January 1, 2022 through December 31, 2023; and

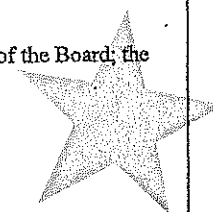
WHEREAS, the Office of the Inspector General reviewed the Request for Proposal and the proposed vendor's disclosure questionnaire, and is satisfied that the Town of Oyster Bay Procurement Policy was fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of Public Works/Highway is hereby authorized to enter into Contract No. PWC27-22, On-Call Engineering Services Relative to Groundwater Monitoring For the Old Bethpage Landfill, with D & B Engineers and Architects, DPC, Lockwood, Kessler & Bartlett, Inc., LiRo Engineers Inc., and RTP Environmental Associates, Inc., for a two (2) year contract term, commencing on January 1, 2022 terminating on December 31, 2023.

-#-

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

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



Reviewed By
Office of Town Attorney
Thomas J. H. [Signature]

7MS
Reviewed By
Office of Town Attorney
Ralph P. Healey

WHEREAS, by Resolution No. 750-2021, adopted on December 7, 2021, the Town Board authorized the Department of Public Works to enter into Contract No. PWC23-22, On-Call Engineering Services Relative to Environmental Engineering, with LiRo Engineers, Inc., 100 Duffy Avenue, Suite 402, Hicksville, New York 11801, Consulting Engineers, for a two (2) year contract term, commencing on January 1, 2022, and terminating on December 31, 2023; and

WHEREAS, Christopher Zaroni, Vice-President, LiRo Engineers, Inc., Consulting Engineers, by letter dated April 21, 2023, described the scope of work to be performed under Contract No. PWC23-22, Hazardous Materials Inspection of the John J. Burns Park C.V.M. (Central Vehicle Maintenance) Building Roof, for an amount not to exceed \$1,903.50, with said work to include, but to not be limited to:

1. The performance of a visual inspection, and the collection of material samples for testing, sufficient to verify site conditions and findings pertaining to asbestos-containing materials associated with the roof assembly; and
2. The preparation of a findings report, complete with a tabulated data summary, laboratory reports from an accredited laboratory, field sketches showing bulk-sample locations and relevant recommendations associated with addressing any identified environmental conditions; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated May 5, 2023, requested Town Board authorization for LiRo Engineers, Inc., Consulting Engineers, to perform the aforesaid on-call engineering services under Contract No. PWC23-22, and requested further, that the Town Comptroller be authorized and directed to issue an encumbrance order in an amount not to exceed \$1,903.50, for this purpose; and

WHEREAS, Commissioner Lenz, by said memorandum, advised that funds in the amount of \$1,903.50, to satisfy said engineering costs, are available in Account No. DGS H 1997 20000 000 2310 001, Project ID No. 2310TWNTWN03; and

WHEREAS, Commissioner Lenz, by said memorandum, further advised that the proposed vendor's 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 hereby approved, and that LiRo Engineers, Inc., Consulting Engineers, is hereby authorized to perform the aforesaid on-call engineering services under Contract No. PWC23-22; and be it further

RESOLVED, That the Town Comptroller is hereby authorized and directed to issue an encumbrance order in the amount of \$1,903.50, for Contract No. PWC23-22, in connection with the abovementioned project; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. DGS H 1997 20000 000 2310 001, Project ID No. 2310TWNTWN03; and be it further

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

-#-

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

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

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

May 5, 2023

TO : MEMORANDUM DOCKET

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

SUBJECT: ON CALL ENGINEERING SERVICES RELATIVE TO ENVIRONMENTAL
ENGINEERING
CONTRACT NO. PWC23-22
ACCOUNT NO.: DGS H 1997 20000 000 2310 001
PROJECT ID: 2310TWNTWN03


The consultant, LiRo Engineers, Inc., has been approved by the Commissioner of Public Works to provide engineering services under On-Call Contract No. PWC23-22 by Resolution No. 750-2021 for the subject project. Funds have been made available by the Director of Finance.

Attached is a letter dated April 21, 2023 from LiRo Engineers, Inc. regarding the scope of work to be performed in an amount not to exceed \$1,903.50. Services to be performed include hazardous materials inspection of John J. Burns Park CVM garage roof.

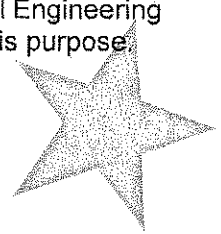
Attached is an availability of funds in the amount of \$1,903.50 to satisfy said engineering costs from the Office of the Director of Finance indicating that funds are available in Account No. DGS H 1997 20000 000 2310 001 Project ID: 2310TWNTWN03

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

It is hereby requested that the Town Board authorize by Resolution, LiRo Engineers, Inc. under Contract No. PWC23-22 for On-Call Engineering Services Relative to Environmental Engineering and requests that the Comptroller be directed to issue an encumbrance order for this purpose.



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



mt.
RWL/MR/md

Attachment

cc: Steven C. Ballas, Comptroller
Ralph Raymond, Commissioner/General Services



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



Requesting Division/Department

PARKS

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

Contract Number PWC2322

Contract Period JANUARY 1, 2022 - DECEMBER 31, 2023

Consultant/Contractor LIRO ENGINEERS, INC.

Discipline ENVIRONMENTAL ENGINEERING

Total Authorization \$254,362.50

Resolution No. 750-2021 Date 12/7/2021

Funded To Date \$252,459.00

Amount Requested \$1,903.50

Account To Be Used DGS H 1997 20000 000 2310 001 PID 2310TWNTWNO3

If Capital Account, State The Related Contract Number: PWE001-23

Description Of Work

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

HAZARDOUS MATERIALS INSPECTION OF JOHN J. BURNS PARK

CVM GARAGE ROOF

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

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

Required Insurances Are In Effect: Yes ☒ No ☐

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

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

Amount of Bond \$

Requesting Division/Department

Signature

Title

Date

COMMISSIONER General Services

4/24/23

DPW Approval

Only To Be Executed By The Commissioner

Signature

Title

Date

Commissioner of Public Works

5/5/23

THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

Amount Requested 1,903.50

Unencumbered Balance 682,470.09

Is The Account To Be Used Consistent With The Nature Of Work Listed Above?

Yes ☒ No ☐

Signature

Date

4/28/23



TOWN OF OYSTER BAY

WORK ORDER



This Section To Be Completed By The Department Of Public Works

Work Order No. _____

E.O. No. _____

Contract Start 1/1/2022

Contract No. PWC23-22

Contract End 12/31/2023

Commencement Date JANUARY 1, 2023

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

Vendor Name and Address

LIRO ENGINEERS, INC.

100 DUFFY AVENUE

SUITE 402

HICKSVILLE, NEW YORK 11801

Requesting Town Department PARKS

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

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

HAZARDOUS MATERIALS INVESTIGATION OF JOHN J. BURNS PARK

CVM BUILDING ROOF

This work order shall not exceed \$ \$1,903.50

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

Requesting Division/Department

Signature

Commissioner General Services

Date 4/24/23

Department Of Public Works Approval

Only To Be Executed By The Commissioner

Signature

Commissioner of Public Works

Date 5/5/23



LiRo Engineers, Inc.
A LiRo Group Company

100 Duffy Avenue, Suite 402, Hicksville, New York 11801

Telephone 516.595.2900

Facsimile 516.595.2948

April 21, 2023,

VIA EMAIL

Mr. Matthew Russo
Deputy Commissioner
150 Miller Place
Syosset, NY 11791

RE: Town of Oyster Bay -- John Burns Park
Asbestos inspection
Contract Information - Contract for Professional Services: PWC 23-22

Dear Mr. Russo:

LiRo Engineers, Inc. is grateful for the opportunity to provide the enclosed fee proposal for asbestos inspection in connection with the John Burns Park Lawn Mower Repair Shop roof replacement project.

The estimated Costs for this project are **\$ 1,903.50.**

1. Perform a visual inspection and collect material samples for testing, sufficient to verify site conditions and findings pertaining to asbestos containing materials associated with the roof assembly.
2. Prepare findings report complete with a tabulated data summary, laboratory reports from an accredited laboratory, field sketches showing bulk sample locations, and relevant recommendations associated with addressing any identified environmental conditions.

LiRo will be able to mobilize to the site for this inspection work with 72 hours of a written Notice to Proceed. Our findings report will be provided within 5 business days of receipt of the final laboratory results.

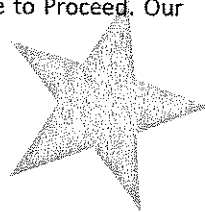
Please contact our office if you have any questions regarding our fee proposal. Thank you.

Sincerely,
LiRo Engineers, Inc.



Christopher Zahoni
Vice President

Encl.





April 21, 2023

CONTRACT INFORMATION

Contract for Professional Services: PWC 23-22

Deliverables by: As set by Town of Oyster Bay Project Manager

PROJECT INFORMATION

Asbestos Inspection

John Burns Park Lawn Mower Repair Shop Roof

LABOR

TASK	UNIT	RATE	QUANTITY	TOTAL
Phase 1 - Asbestos Inspection				
Project Manager				
Coordinate field activities, review scope of work with inspection team; review field data and lab testing data; prepare inspection findings report/update TOB; coordinate submission review	Hour	\$125.00	3	\$375.00
Total Project Manager	Hour	\$125.00	3	\$375.00
Asbestos Inspector				
Baseline Survey with material bulk samples being taken and analyzed. Visual inspection to identify suspect ACM; sampling, condition assessment as per NYS DOL ICR 56.	Hour	\$90.00	8	\$720.00
Total Asbestos Inspector	Hour	\$90.00	8	\$720.00
Labor Fees				\$1,095.00

LABORATORY

	UNIT	RATE	QUANTITY	TOTAL
PLM 198.1 Bulk Sample Analysis	Each	\$8.50	6	\$51.00
PLM NOB 198.6 Bulk Sample Analysis	Each	\$15.50	15	\$232.50
TEM 198.4 Bulk Sample Analysis	Each	\$35.00	15	\$525.00
Laboratory Fees				\$808.50
TOTAL PHASE 1				\$1,903.50

TOTAL FEE PROPOSAL

\$1,903.50

Signed by:  on behalf of LiRo Engineers, Inc.

CORRECTED COPY

Meeting of December 7, 2021

Resolution No. 750-2021

WHEREAS Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated November 22, 2021, advised that a Request for Proposals for On-Call Engineering Services Relative to Environmental Engineering was issued in accordance with the specifications contained in Contract No. PWC23-22, for a two (2) year contract term, commencing on January 1, 2022 through December 31, 2023; and

WHEREAS, in response to the aforementioned Request for Proposals, seven (7) responses were received by the Division of Engineering; and

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

WHEREAS, Commissioner Lenz, by said memorandum, requested Town Board authorization for the Department of Public Works/Highway to enter into Contract No. PWC23-22 On-Call Engineering Services Relative to Environmental Engineering, with D & B Engineers and Architects, DPC, H2M Engineers & Architects, LiRo Engineers, Inc., Lockwood, Kessler & Bartlett, Inc., P.W. Grosser, Consulting Engineers, and Cashin Associates, P.C., to provide the Town of Oyster Bay with a two (2) year contract term, commencing on January 1, 2022 through December 31, 2023; and

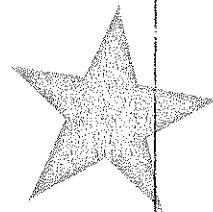
WHEREAS, the Office of the Inspector General reviewed the Request For Proposals and the proposed vendors' disclosure questionnaires, and is satisfied that the Procurement Policy was fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Department of Public Works/Highway is hereby authorized to enter into Contract No. PWC23-22, On-Call Engineering Services Relative to Environmental Engineering, with D & B Engineers and Architects, DPC, H2M Engineers & Architects, LiRo Engineers, Inc., Lockwood, Kessler & Bartlett, Inc., P.W. Grosser, Consulting Engineers, and Cashin Associates, P.C., for a two (2) year contract term, commencing on January 1, 2022 terminating on December 31, 2023.

-#-

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

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



Reviewed by
Office of Town Attorney
Elizabeth O'Hara

WHEREAS, by Resolution No. 246-2019, adopted on April 16, 2019, the Town Board authorized LiRo Engineers, Inc. to provide engineering services in connection with highway improvements to the Intervale Ave. area, Farmingdale, pursuant to Contract No. H19-197; and

WHEREAS, by Resolution No. 255-2023, adopted on April 18, 2023, the Town Board authorized LiRo Engineers, Inc. to proceed with the design of Phase 3 of this project; and

WHEREAS, Peter Koklanos, PE, SE, LEED AP BD+C, Senior Vice President, LiRo Engineers, Inc., by letter dated May 1, 2023, described the scope of work to be performed under Phase 3 of Contract No. H19-197-PH3, and requested approval to utilize Universal Testing & Inspection Services, Inc., 73 Otis Street, West Babylon, New York, 11704, as a sub consultant for said project, to provide concrete laboratory testing services; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated May 4, 2023, requested Town Board authorization for LiRo Engineers, Inc., to provide the aforesaid On-Call Engineering Services under Contract H19-197-PH3, that Universal Testing & Inspection Services, Inc. be approved as a sub-consultant for said project, and that the Comptroller be directed to issue an encumbrance order in an amount not to exceed \$394,000.00 for this purpose, with funds available for payment in Account No. HWY H 5197 20000 000 2303 008, Project ID No. 2303 HWYDB-04; and

WHEREAS, the proposed sub-consultant's disclosure questionnaire has been reviewed and has satisfied the Town's Procurement Policy,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, and LiRo Engineers, Inc. is hereby authorized to provide the aforementioned engineering services in connection with Contract No. H19-197-PH3, and Universal Testing & Inspection Services, Inc. is hereby authorized to be a sub-consultant for said project, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed \$394,000.00 for this purpose, with funds available for payment in Account No. HWY H 5197 20000 000 2303 008, Project ID No. 2303 HWYDB-04.

-#-

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

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

May 4, 2023

TO : MEMORANDUM DOCKET

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

SUBJECT : AWARD OF ENGINEERING SERVICES & USE OF SUB-CONSULTANT
HIGHWAY & DRAINAGE IMPROVEMENTS
TO THE INTERVALE AVENUE AREA, FARMINGDALE, PHASE 3
CONTRACT NO. H19-197-PH3
ACCOUNT NO. HWY H 5197 20000 000 2303 008
PROJECT ID NO. 2303 HWYDB-04

Town Board Resolution 246-2019, dated April 16, 2019, authorized LiRo Engineers, Inc. to proceed with a preliminary design report for the Intervale Avenue Area, located in Farmingdale, which would develop a construction phasing plan and construction cost estimates. The Town had since authorized LiRo Engineers, Inc. to proceed with the design of Phase 3 of this project, which was accepted as complete and approved for bid and construction by Town Board Resolution 255-23, dated April 18, 2023.

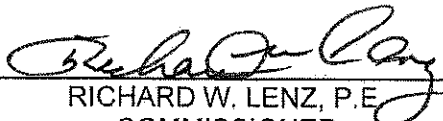
The Department of Public Works has negotiated a fee with LiRo Engineers, Inc. in the amount of \$394,000.00 for bid and construction phase services, as outlined in the attached letter dated May 1, 2023. The firm of LiRo Engineers, Inc., has previously executed a Standard Consultant Agreement with the Department of Public Works under which their services are to be provided, which is on file in the Division of Engineering.

Funds are available to satisfy these engineering services in Account No. HWY H 5197 20000 000 2303 008, Project ID 2303 HWYDB-04.

Further, the office of LiRo Engineers, Inc., requests the use of Universal Testing & Inspection Services as a sub-consultant, for concrete laboratory testing services.

The consultant and sub-consultant's disclosure questionnaires have been reviewed and the Town is satisfied that the Procurement Policy standards have been met.

It is hereby requested that the Town Board authorize, by resolution, LiRo Engineers, Inc., to perform engineering services and the authorization to utilize, as a sub-consultant, Universal Testing & Inspection Services relative to Highway & Drainage Improvements to the Intervale Avenue Area Phase 3, Farmingdale, Contract No. H19-197-PH3, and that the Office of the Comptroller issue an encumbrance order for this purpose.


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



RWL/MR/HAS/lk
Attachments

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

H19-197ph3 DOCKET Consultant Construction Fee



LiRo Engineers, Inc.

A LiRo Group Company

235 East Jericho Tpke, Mineola, NY 11501 Telephone 516.746.2350 Facsimile 516.747.1396 www.liro.com

May 1, 2023

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

Highway Improvements for Intervale Avenue Area – Phase 3
Bid and Construction Services
Contract H19-197 Phase 3

Dear Commissioner Lenz,

LiRo Engineers, Inc. (LiRo) is pleased to submit to the Town of Oyster Bay Department of Public Works (TOBDPW) this funding proposal for bid, construction administration services, and material sampling and testing related to Highway Improvements for Intervale Avenue Area – Phase 3 in Farmingdale, NY.

1) Bid, Construction Administration and Inspection Services

- Prepare 15 bid packages and 6 conformed contract documents (additional plans and specifications to be furnished as needed).
- Respond to questions and issue addenda during bidding period.
- Attend pre-bid site walkthrough as needed.
- Attend bid opening as needed.
- Bid review and evaluation.
- Recommendation of award to lowest, responsive, and responsible bidder.
- Prepare agenda and lead pre-construction meeting. Issue meeting minutes for the pre-construction meeting.
- RFI and submittal review.
- Review Contractor's list of subcontractors, emergency telephone numbers, construction schedule, traffic maintenance plan, and field office location.
- Attend bi-weekly construction meetings or as mutually agreed upon with the Contractor, Town, and LiRo. Issue meeting minutes for construction meetings.
- Review Contractor's payment requisitions.
- Review Contractor's proposals for modifications or substitutions.
- Maintain construction files and correspondences.
- Provide offset lines and grades for horizontal and vertical control of catch basins, manholes, curb, valley gutters, and paving limits prior to and during construction.
- Provide full time inspections during construction to verify that the new curb, curb and gutter, drainage facilities, valley gutters, and other new construction conforms to the design grades.
- Observe proof-rolling of the subgrade and determine undercut required from observations of subgrade deflection under specified wheel load. Mark out areas where subgrade reinforcement is required.



- Disapprove any of the Contractor's work, which fails to conform to the specifications.
- Prepare change orders in conjunction with the Resident Project Representative as needed.
- Calculate cuts and/or fills for the proper installation of new drainage facilities and curb to allow for proper installation by the Contractor.
- Modifications for proposed curb grades and restoration limits as needed due to changes initiated by property owners or municipal agencies after the submission of the final design of the project when such changes become apparent prior to the start of, or during construction, utility conflicts, etc.
- Take elevations of subsurface utilities when test holes are dug by the Contractor.
- Mark widths of existing driveway aprons and private entrance walks on adjacent sidewalk to ensure that the new work will be at least equal to existing in physical dimensions.
- Mark locations of concrete and asphalt saw cutting.
- Mark (with paint) limits of sidewalk replacement and driveway restoration.
- Prepare quantity increases/decreases with the Resident Project Representative after substantial completion.
- Develop punch list and closeout documentation.
- Prepare a Final Certification of the Project.

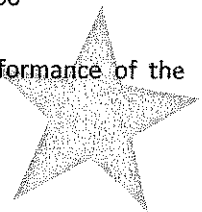
2) Material Sampling and Testing

LiRo is proposing to utilize Universal Testing & Inspection Services, Inc. as the subconsultant to test the quality of the concrete obtained by the Contractor and their subcontractors. In addition, the compaction of the subbase for the roadway will need to be checked to meet contract specifications. LiRo requests approval from the Town to use Universal Testing & Inspection Services, Inc. to conduct material testing and sampling for this project.

Proposed Fees for Services

1) Bid, Construction Administration, and Inspection Services	\$ 369,000.00
2) Material Sampling and Testing	\$ 25,000.00

We are requesting authorization in the amount of **\$394,000.00** not to exceed for performance of the services outlined above.





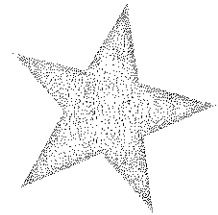
Please review and feel free to contact me at koklanosp@liro.com or (516) 636-3725 with any questions or comments. We look forward to supporting the Town and appreciate your consideration of LiRo for this opportunity.

Very truly yours,

Peter Koklanos, PE, SE, LEED AP BD+C
Senior Vice President, Civil/Structural Department Lead

cc: Matthew Russo
Hans Stronstad
Daniel Loscalzo, PE, LiRo
Cristian Schwartz, PE, LiRo
Carlos Romero, EIT, LiRo

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Meeting of April 16, 2019

Resolution No. 246-2019

WHEREAS, Richard W. Lenz, P.E., Commissioner, Departments of Public Works/Highway, by memorandum dated April 1, 2019, advised that a request for proposals was issued, in accordance with the Town's procurement policy, and was forwarded to seven (7) firms, and was advertised on the Town of Oyster Bay website, to procure engineering services relative to highway improvements to the Intervale Avenue Area, Farmingdale, Contract No H19-197, and the Division of Engineering received eight (8) responses; and

WHEREAS, following a review and evaluation of said eight (8) responses by a selection committee, based on the technical merits of said responses, and in compliance with the requirements of Guidelines 6 and 9 of the Town's Procurement Policy, Commissioner Lenz by said memorandum, requested and recommended that the Town Board authorize LiRo Engineers Inc., 235 East Jericho Turnpike, Mineola, New York 11501, to first complete a preliminary design report for the project area, for which it will perform surveying, site investigation preliminary design, project phasing, and cost estimating, for a total fee of \$310,000.00, with performance of the final Design, Bid and Construction phases at costs to be negotiated and approved by the Town Board by future Board action; and

WHEREAS, the requested services to be provided by LiRo Engineers, Inc., are to be for a total amount not to exceed \$310,000.00, with funds for said payment available from Account No. HWY H5197 20000 000 1903 008,

RESOLVED, That the request and recommendation as hereinabove set forth are accepted and approved, and that LiRo Engineers, Inc., is hereby authorized to provide the above-referenced engineering services relative to highway improvements to the Intervale Avenue Area Farmingdale, Contract No. H19-197, in a total amount not to exceed \$310,000.00, and the Supervisor or his designee is authorized to execute an agreement for same, and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, and that the funds for said payment are to be drawn from Account No. HWY H5197 20000 000 1903 008.

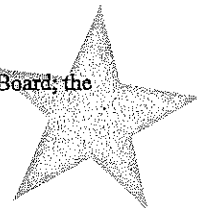
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The foregoing resolution was declared adopted after a poll of the members of the Board; the vote being recorded as follows:

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

cc: Supervisor
Town Attorney
Comptroller
Public Works

Reviewed By
Office of Town Attorney
[Signature]



Meeting of April 18, 2023

Resolution No.255-2023

HS

Reviewed By
Office of Town Attorney
[Signature]

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated March 31, 2023, stated that the specifications for Contract No. H19-197PH3, Construction of Highway & Drainage Improvements to the Intervale Avenue Area - Phase 3, located in Farmingdale, have been completed, and the Department of Public Works has approved the specifications, and now seeks to award the requirements contract for a one hundred eighty (180) calendar day period, starting from the date of the award; and

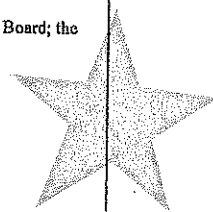
WHEREAS, Commissioner Lenz, by said memorandum, requested that the Town Board authorize the Department of General Services, Division of Purchasing, to proceed with the bidding phase and set a bid date for receiving bids for the contract,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby approved, and the Department of General Services, Division of Purchasing, is authorized and directed, to proceed with the bidding phase for Contract No. H19-197PH3, and to set a bid date for receiving bids.

-#-

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

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



WHEREAS, by Resolution No. 246-2019, adopted on April 16, 2019, the Town Board authorized LiRo Engineers, Inc. to provide engineering services in connection with highway improvements to the Intervale Ave. area, Farmingdale, pursuant to Contract No. H19-197; and

WHEREAS, Peter Koklanos, PE, SE, LEED AP BD+C, Senior Vice President, LiRo Engineers, Inc., by letter dated May 1, 2023, described the design of, and the scope of work to be performed under, Phase 4 of Contract No. H19-197-PH4, and requested approval to utilize RLT Engineering, Geology and Land Surveying, P.C., One State Street Plaza, 28th Floor, New York, New York 10004 as a sub consultant for said project, to provide survey and topographic mapping services; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated May 4, 2023, requested Town Board authorization for LiRo Engineers, Inc., to provide the aforesaid On-Call Engineering Services under Contract No. H19-197-PH4, that RLT Engineering, Geology and Land Surveying, P.C. be approved as a sub-consultant for said project, and that the Comptroller be directed to issue an encumbrance order in an amount not to exceed \$193,000.00 for this purpose, with funds available for payment in Account No. HWY H 5197 20000 000 2303 008, Project ID No. 2303 HWYDB-04; and

WHEREAS, the proposed sub-consultant's disclosure questionnaire has been reviewed and has satisfied the Town's Procurement Policy,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, and LiRo Engineers, Inc. is hereby authorized to provide the aforementioned engineering services in connection with Contract No. H19-197-PH4, and RLT Engineering, Geology and Land Surveying, P.C. is hereby authorized to be a sub-consultant for said project, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed \$193,000.00 for this purpose, with funds available for payment in Account No. HWY H 5197 20000 000 2303 008, Project ID No. 2303 HWYDB-04.

-#-

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

May 4, 2023

TO : MEMORANDUM DOCKET

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

SUBJECT : AWARD OF ENGINEERING SERVICES & USE OF SUB-CONSULTANT
HIGHWAY & DRAINAGE IMPROVEMENTS
TO THE INTERVALE AVENUE AREA, FARMINGDALE – PHASE 4
CONTRACT NO. H19-197-PH4
ACCOUNT NO. HWY H 5197 20000 000 2303 008
PROJECT ID NO. 2303 HWYDB-04

Town Board Resolution 246-2019, dated April 16, 2019, authorized LiRo Engineers, Inc. to proceed with a preliminary design report for the Intervale Avenue Area, located in Farmingdale, which would develop a construction phasing plan and construction cost estimates. At this time the Department of Public Works wishes to proceed with the design of Phase 4 of the project.

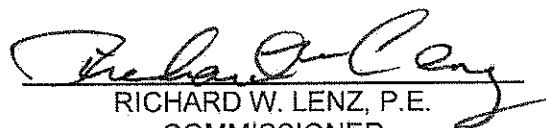
The Department of Public Works has negotiated a fee of \$193,000.00 to perform this work, as outlined in the attached letter from LiRo Engineers, Inc., dated May 1, 2023. The firm of LiRo Engineers, Inc., has previously executed a Standard Consultant Agreement with the Department of Public Works under which their services are to be provided, which is on file in the Division of Engineering.

Funds are available to satisfy these engineering services in Account No. HWY H 5197 20000 000 2303 008, Project ID 2303 HWYDB-04

Further, the office of LiRo Engineers, Inc., requests the use of RLT Engineering, Geology, and Land Surveying, P.C. as a sub-consultant, for survey & topographic base mapping services.

The consultant and sub-consultant's disclosure questionnaires have been reviewed and the Town is satisfied that the Procurement Policy standards have been met.

It is hereby requested that the Town Board authorize, by resolution, LiRo Engineers, Inc., to perform engineering services and to utilize, as a sub-consultant, RLT Engineering, Geology, and Land Surveying, P.C. relative to Highway & Drainage Improvements to the Intervale Avenue Area Phase 4, Farmingdale, Contract No. H19-197-PH4, and that the Office of the Comptroller issue an encumbrance order for this purpose.


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

ml.
RWL/MR/HAS/lk
Attachments

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



LiRo Engineers, Inc.

A LiRo Group Company

235 East Jericho Tpke, Mineola, NY 11501 Telephone 516.746.2350 Facsimile 516.747.1396 www.liro.com

May 1, 2023

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

Highway Improvements for Intervale Avenue Area – Phase 4
Engineering Design Services Funding Proposal

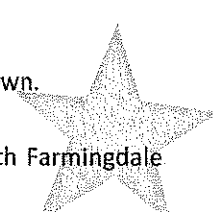
Dear Commissioner Lenz,

LiRo Engineers, Inc. (LiRo) is pleased to submit to the Town of Oyster Bay Department of Public Works (TOBDPW) this funding proposal for engineering design services related to Highway Improvements for Intervale Avenue Area – Phase 4 in South Farmingdale, NY. The project consists of four (4) phases comprised of 6.77 miles with approximately 1.84 miles of roadway in Phase 4. Approximately 1.38 miles of roadway construction was completed in Phase 1, 1.85 miles of roadway construction for Phase 2, and 1.70 miles of roadway in Phase 3 is underway.

LiRo will design and prepare construction bid documents for Phase 4. The project objectives include the following: removing and replacing existing roadway asphalt throughout the project limits; remove and replace concrete curbs and gutters, replace driveway aprons and sidewalks as required, implement drainage improvements, new pavement markings, replace handicap ramps that do not meet current ADA and PROWAG standards, and install new handicap ramps as required. LiRo will review existing trees within the project area and recommend potential removal based on existing conditions and/or conflict with proposed construction. Topographic base mapping previously prepared by RLT Engineering, Geology, and Land Surveying, P.C. will be incorporated for design. LiRo's design scope of work will be performed through the following phases and tasks:

1) Preliminary Design

- Prepare roadway grading plans.
- Prepare roadway construction plans.
- Prepare typical sections, erosion and sediment control details, and miscellaneous typical details.
- Prepare technical specifications and work items.
- Perform quantity take-offs for work items.
- Attend up to two (2) design/work sessions or as mutually agreed upon with the Town.
- Field investigations and reconnaissance as needed.
- Utility coordination with known utilities such as PSE&G, National Grid, and South Farmingdale Water District.





2) Final Design

- Finalize roadway grading plans.
- Finalize roadway construction plans.
- Finalize typical sections, erosion and sediment control details, and miscellaneous typical details.
- Finalize technical specifications and work items.
- Finalize quantities for work items.
- Attend up to two (2) design/work sessions or as mutually agreed upon with the Town.
- Field investigations and reconnaissance as needed.
- Utility coordination with known utilities such as PSE&G, National Grid, and South Farmingdale Water District.
- Prepare bid-ready construction plans and specifications.
- Prepare engineer's opinion of probable cost for construction.

Bid, Construction Administration/Construction Inspection services are excluded from this proposal but may be provided under separate cover upon request.

Proposed Fees for Services

1) Preliminary Design	\$ 126,000.00
2) Final Design	\$ 67,000.00

We are requesting authorization in the amount of **\$193,000.00** on an hourly/not to exceed (NTE) basis for performance of the services outlined above.

Please review and feel free to contact me at koklanosp@liro.com or (516) 636-3725 with any questions or comments. We look forward to supporting the Town and appreciate your consideration of LiRo for this opportunity.

Very truly yours,

Peter Koklanos, PE, SE, LEED AP BD+C
Senior Vice President, Civil/Structural Department Lead

cc: Matthew Russo, PE, TOB
Hans A. Stronstad Sr., TOB
Daniel Loscalzo, PE, LiRo
Carlos Romero, EIT, LiRo

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Meeting of June 15, 2021

Resolution No. 329-2021

WHEREAS, by Resolution No. 246-2019, adopted on April 16, 2019, the Town Board authorized LiRo Engineers, Inc. to provide engineering services relative to Highway improvements to the Intervale Avenue Area, Farmingdale, New York, pursuant to Contract No. H19-197; and

WHEREAS, Michael Smith, P.E., Senior Vice President, LiRo Engineers, Inc., by letter dated May 10, 2021, described the scope of work to be performed regarding the design phase of Contract H19-197 Phase 2, in accordance with the Standard Consultant Agreement which is on file in the Division of Engineering, Department of Public Works, and for which the Department of Public Works negotiated a fee of \$173,004.00 to proceed with the work; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated May 28, 2021, requested that the Town Board authorize LiRo Engineers, Inc. to perform the design phase relative to Contract No. H19-197 Phase 2; and

WHEREAS, Commissioner Lenz, by the aforementioned memorandum, further requested that the Town Board authorize and direct the Town Comptroller to issue an encumbrance order, in an amount not to exceed \$173,004.00, to satisfy said engineering costs, and advised that funds to satisfy said engineering costs, are available in Account No. HWY H5197 20000 000 2103 008,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are accepted and approved, and LiRo Engineers, Inc. is authorized to provide design phase engineering services relative to Highway improvements to the Intervale Avenue Area, Farmingdale in connection with Contract No. H19-197 Phase 2, and it is further

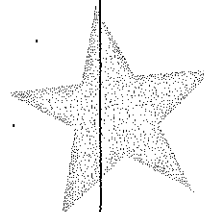
RESOLVED, that the Comptroller is authorized to issue an encumbrance order, in an amount not to exceed \$173,004.00, to satisfy said engineering costs, with funds to be drawn from Account No. HWY H5197 20000 000 2103 008.

—#—

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

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

Reviewed By
Office of Town Attorney



Meeting of April 16, 2019

Resolution No. 246-2019

Reviewed By
Office of Town Attorney
[Signature]

WHEREAS, Richard W. Lenz, P.E., Commissioner, Departments of Public Works/Highway, by memorandum dated April 1, 2019, advised that a request for proposals was issued, in accordance with the Town's procurement policy, and was forwarded to seven (7) firms, and was advertised on the Town of Oyster Bay website, to procure engineering services relative to highway improvements to the Intervale Avenue Area, Farmingdale, Contract No. H19-197, and the Division of Engineering received eight (8) responses; and

WHEREAS, following a review and evaluation of said eight (8) responses by a selection committee, based on the technical merits of said responses, and in compliance with the requirements of Guidelines 6 and 9 of the Town's Procurement Policy, Commissioner Lenz by said memorandum, requested and recommended that the Town Board authorize LiRo Engineers Inc., 235 East Jericho Turnpike, Mineola, New York 11501, to first complete a preliminary design report for the project area, for which it will perform surveying, site investigation preliminary design, project phasing, and cost estimating, for a total fee of \$310,000.00, with performance of the final Design, Bid and Construction phases at costs to be negotiated and approved by the Town Board by future Board action; and

WHEREAS, the requested services to be provided by LiRo Engineers, Inc., are to be for a total amount not to exceed \$310,000.00, with funds for said payment available from Account No. HWY H5197 20000 000 1903 008,

RESOLVED, That the request and recommendation as hereinabove set forth are accepted and approved, and that LiRo Engineers, Inc., is hereby authorized to provide the above-referenced engineering services relative to highway improvements to the Intervale Avenue Area Farmingdale, Contract No. H19-197, in a total amount not to exceed \$310,000.00, and the Supervisor or his designee is authorized to execute an agreement for same, and be it further

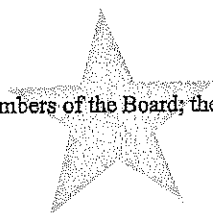
RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, and that the funds for said payment are to be drawn from Account No. HWY H5197 20000 000 1903 008.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Public Works



WHEREAS, Chip Scefonas, Secretary, Mill River Rod & Gun Club Inc., P.O. Box 54, Oyster Bay, New York 11771, by letter dated April 24, 2023, requested the use of one (1) roll-off container, to be dropped off at West Harbor Road, Bayville, on Friday, April 21, 2023, and collected on Monday, April 24, 2023, for the Rod & Gun Club's Spring Clean Up, to be held on the aforementioned dates; and

WHEREAS, Daniel M. Pearl, Commissioner, Department of Sanitation, by memorandum dated May 8, 2023, advised that he has no objection to providing one (1) roll-off container for the Rod & Gun Club's Spring Clean Up, to be dropped off on Friday, April 21, 2023, and collected on Monday, April 24, 2023, at West Harbor Road, Bayville, because it is not otherwise required for use by the Department of Sanitation at those times, and the roll-off container is to be provided, without charge, nunc pro tunc, as the event is not a profit making event as defined in the Code of the Town of Oyster Bay, Chapter 201, "Solid Waste", Section 201-17, "Roll-Off Containers"; 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 use of one (1) roll-off container dropped off on Friday, April 21, 2023, and collected on Monday, April 24, 2023, nunc pro tunc, without charge as the event is not a profit making event as defined in the Code of the Town of Oyster Bay, Chapter 201, "Solid Waste", Section 201-17, "Roll-Off Containers", for the Rod & Gun Club's Spring 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 duly authorized designee;
2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of Town property, and in the conduct of the afore-described activities; and
3. The said organization shall file a Certificate of Insurance with the Office of the Town Clerk, indicating said organization maintains 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**

May 8, 2023

TO: Memorandum Docket

FROM: Daniel M. Pearl, Commissioner of Sanitation

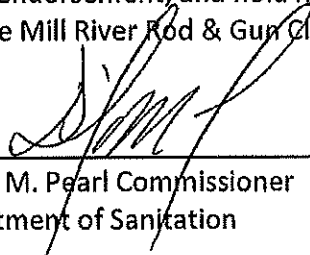
SUBJECT: Request: Mill River Rod & Gun Club
West Harbor Road
Bayville, N.Y. 11709

Attached please find a copy of a letter received in this office from Chip Scefonas requesting a roll off container for their Spring Clean-Up. The container will be placed at West Harbor Road, on Friday, April 21, 2023, and collected on Monday, April 24, 2023.

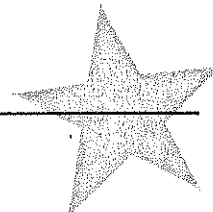
An amendment to the Code of Ordinances of the Town of Oyster Bay, Article II: Solid Waste: Use of a Roll Off Container Pursuant to Chapter 201-17 reads as follows: "Charitable, fraternal, religious and not-for-profit organizations that maintain established meeting places within the Town of Oyster Bay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

It is our opinion that the Spring 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, April 21, 2023, through Monday, April 24, 2023.

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.



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

April 24, 2023

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 our environmental Spring clean-up.

Our clean up this year is scheduled for Saturday April 22. Would it be possible for the Town to drop off one roll off box on the Club property for this event? It could then be picked up after our clean up.

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

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

Sincerely,
Mill River Rod & Gun Club, Inc.

Chip Scefonas, 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: West Harbor Rd
Bayville NY 11709

Phone Number (Days): 516 628 9043

Number of Container(s) Requested: 1

Address Where Container(s) Would Be Placed: Parking Lot

Dates Container(s) Needed: From 4/21/23 To 4/24/23

Describe The Event For Which Container(s) Is/Are Requested: Spring/Beach Cleanup

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: Steve Mellum Date: 4/21/23

Title: Building Grounds

Signature: _____ Date Received: _____

Signature: _____ Date Picked Up: _____

DO NOT WRITE BELOW THIS LINE

To Be Completed By Sanitation Division:

Approved By Resolution No.: [Signature] \$250 Charge Applies: YES NO ☒

To Be Completed By Scale House:

Disposal Authorization Ticket No.: _____

Load Ticket No.: _____

Date: _____

Signature: _____



MILLRIV-01

RIZZOC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/26/2023

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

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

PRODUCER
Insuregy Agency Inc.
2800 Westchester Avenue, Suite 400A
Purchase, NY 10577

CONTACT
NAME: [REDACTED]
PHONE (A/C, Ho, Ext): (914) 696-1000 FAX (A/C, Ho, Ext): (914) 694-8004
E-MAIL: camiller@insuregy.com
ADDRESS: [REDACTED]

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Arch Insurance Company

11150

INSURED

Mill River Rod & Gun Club
PO Box 547
Oyster Bay, NY 11771

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.

INSURER	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO JEOT <input type="checkbox"/> LOC OTHER: [REDACTED]	X	MOPK10093404	11/1/2022	11/1/2023	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 - COMPOP 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 \$ OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
For use of dumper

Certificate holder is included as additional insured when required by written contract or agreement per form 00GL050600 04/10.

Reviewed By

Office of Town Attorney

Ralph P. Steady

CERTIFICATE HOLDER

Town of Oyster Bay
51 South St
Oyster Bay, NY 11781

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

John E. Miller

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.

Reviewed By
Office of Town Attorney



Endorsement Number:

Policy Number: MOPK10093404

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, 2022



**TOWN OF OYSTER BAY
DEPARTMENT OF SANITATION**

150 Miller Place
Syosset, NY 11791
516-677-8848
516-677-8863

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 April day of 21, 2023 by

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

Roll off container West Porter Rd, Bayville NY 11771

For the event described as

Beach Cleanup

The property/equipment is needed from 4/21/23 to 4/24/23

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 Rowing Club

Address of Organization:

West Harbor Rd

Bayville NY 11709

By: Steph Mully

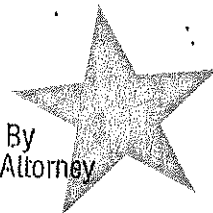
Authorized Representative

Title: Building Grounds

Telephone No.:

[REDACTED]

[Signature]



Meeting of May 23, 2023

Resolution No.341-2023

WHEREAS, Christopher Vivona, Deputy Clerk-Treasurer, The Incorporated Village of Bayville, 34 School Street, Bayville, New York 11709, by letter dated April 21, 2023, requested the use of one (1) roll-off container, to be dropped off at 34 School Street, Bayville, New York 11709 on Friday, April 21, 2023, and collected on Monday, April 24, 2023 for the Village's Earth Day Waste Drop Off, to be held on the aforementioned dates; and

WHEREAS, Daniel M. Peral, Commissioner, Department of Sanitation, by memorandum dated May 8, 2023, advised that he has no objection to providing one (1) roll-off container for the Village's Earth Day Waste Drop Off, to be dropped off on Friday, April 21, 2023, and collected on Monday, April 24, 2023, at 34 School Street, Bayville, New York 11709, because it is not otherwise required for use by the Department of Sanitation at those times, and the roll-off container is to be provided, without charge, nunc pro tunc, as the event is not a profit making event as defined in the Code of the Town of Oyster Bay, Chapter 201, "Solid Waste", Section 201-17, "Roll-Off Containers"; 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 use of one (1) roll-off container dropped off on Friday, April 21, 2023, and collected on Monday, April 24, 2023, without charge, nunc pro tunc, as the event is not a profit making event as defined in the Code of the Town of Oyster Bay, Chapter 201, "Solid Waste", Section 201-17, "Roll-Off Containers", for the First Presbyterian Church's Annual Spring Cleanup, subject to the following terms and conditions:

1. The use of all Town property and equipment shall be in conformance with the direction of the Commissioner of the Department of Sanitation, or his duly authorized designee;
2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of Town property, and in the conduct of the afore-described activities; and
3. The said organization shall file a Certificate of Insurance with the Office of the Town Clerk, indicating said organization maintains 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.

-#-

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**

May 8, 2023

TO: Memorandum Docket

FROM: Daniel M. Pearl, Commissioner of Sanitation

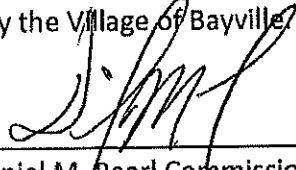
SUBJECT: Request: Village of Bayville
34 School Street
Bayville, N.Y. 11709

Attached please find a copy of a letter received in this office from Christopher Vivona requesting a roll off container for their Earth Day Clean-Up. The container will be placed at 34 School Street, on Friday, April 21, 2023, and collected on Monday, April 24, 2023.

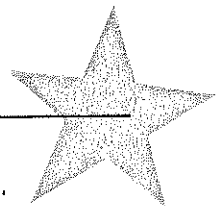
An amendment to the Code of Ordinances of the Town of Oyster Bay, Article II: Solid Waste: Use of a Roll Off Container Pursuant to Chapter 201-17 reads as follows: "Charitable, fraternal, religious and not-for-profit organizations that maintain established meeting places within the Town of Oyster Bay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

It is our opinion that the Earth Day 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, April 21, 2023, through Monday, April 24, 2023.

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



Daniel M. Pearl Commissioner
Department of Sanitation



DMP: cw

Attachments

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

The Incorporated Village of Bayville

MAYOR
STEVE MINICOZZI

34 SCHOOL STREET
BAYVILLE, NEW YORK 11709

VILLAGE ADMINISTRATOR
MARIA ALFANO-HARDY

BOARD OF TRUSTEES
AIMEE DIBARTOLOMEO
ROBERT E. DE NATALE
ROBERT M. NIGRO
ELISA SANTORO
PETER B. VALSECCHI
ANNE WALSH

TEL: 516-628-1439
FAX: 516-628-3740

VILLAGE ATTORNEY
PETER M. WEILER

April 21, 2023

Commissioner Daniel Pearl
Department of Sanitation
Town of Oyster Bay
54 Audrey Avenue
Oyster Bay, NY 11771

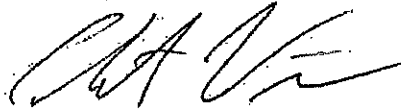
RE: Request for 20-Yard Roll-Off on Earth Day

Dear Commissioner Pearl:

The Village of Bayville would like to request use of one 20-yard roll-off container on Saturday, April 22, 2023, for the Village's Earth Day waste drop-off at its DPW yard.

The Village also requests the Town of Oyster Bay to provide any assistance it can for said Earth Day waste collection.

Sincerely,



Christopher Vivona
Deputy Clerk-Treasurer



(APPLICATION FOR TOWN OF OYSTER BAY ROLL OFF CONTAINER)

PLEASE TYPE OR PRINT CLEARLY

Name of Organization: Village of Bayville

Billing Address: 34 School St, Bayville, NY 11709

Phone Number (Days): 516-628-1439 ext. 126

Number of Container(s) Requested: 1

Address Where Container(s) Would Be Placed: DPW Yard at 34 School St,
Bayville, NY 11709

Dates Container(s) Needed: From 4/22/23 To 4/24/23

Describe The Event For Which Container(s) Is/Are Requested: Earth Day

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

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

Signature: [Signature] Date: 4/19/23

Title: Deputy Clerk - Treasurer

Signature: _____ Date Received: _____

Signature: _____ Date Picked Up: _____

DO NOT WRITE BELOW THIS LINE

To Be Completed By Sanitation Division:

Approved By Resolution No.: [Signature] \$250 Charge Applies: YES _____ NO ☒

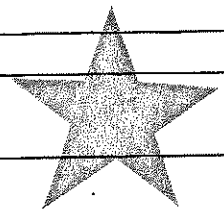
To Be Completed By Scale House:

Disposal Authorization Ticket No.: _____

Load Ticket No.: _____

Date: _____

Signature: _____





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/20/2023

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

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

PRODUCER SALERNO BROKERAGE CORPORATION 117 Oak Drive Syosset INSURED Incorporated Village of Bayville 34 School Street Bayville	NY 11791 NY 11708	CONTACT NAME: Nicole Morton PHONE (A/C No. Ext): (516) 384-4044 FAX (A/C No.): (516) 384-5901 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: American Zurich Insurance Company, NAIO # 40142 INSURER B: PERMA (Public Employers Risk) 12250 INSURER C: INSURER D: INSURER E: INSURER F:
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COVERAGES		CERTIFICATE NUMBER: 22-23 Liability		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.						
INSUR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED (YES/NO)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	GLA-0832674-03	08/01/2022	08/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Adv one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPOF AGG \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY		GLA-0832674-03	08/01/2022	08/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OED <input checked="" type="checkbox"/> RETENTION \$ 10,000		GLA-0832674-03	08/01/2022	08/01/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC 0000008-36	08/01/2022	08/01/2023	E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Town of Oyster Bay is included as additional insured for general liability per Blanket Additional Insured Endorsement #CG 20 26 04 13, as respects Village use of the Town's dumpster for Earth Day.

CERTIFICATE HOLDER

Town of Oyster Bay 877 Hicksville Road Massapequa	Reviewed By NY 11758
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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

Nicole L. Morton

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

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):

Any person or organization whom you are required to add an additional insured to this policy under a written contract, agreement or permit.

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:

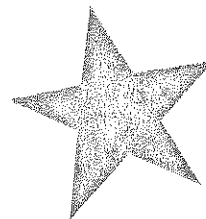
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the 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.





**TOWN OF OYSTER BAY
DEPARTMENT OF SANITATION**

150 Miller Place
Syosset, NY 11791
516-677-6848
516-677-6863

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 19th day of April, 20 23 by
Village of Bayville (Hereinafter "Organization"). Whereas, Organization desires to
use Town of Oyster Bay property and/or Equipment located at and/or described as
DPW Yard, 34 School St, Bayville, NY 11709

For the event described as

Earth Day

The property/equipment is needed from 4/22/23 to 4/22/23

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

[Signature]

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.

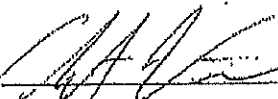
Name of Organization:

Village of Bayville

Address of Organization:

34 School St, Bayville, NY 11709

By:




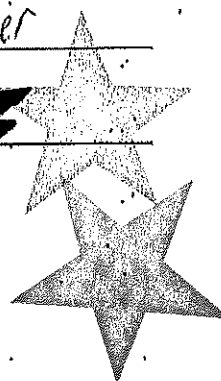
Christopher Viviani

Authorized Representative

Title:

Deputy Clerk-Treasurer

Telephone No. 



Meeting of May 23, 2023

Resolution No.342-2023

WHEREAS, Justin McCaffrey, Commissioner, Department of Public Safety, by memorandum dated May 9, 2023, requested Town Board authorization for the Town to apply for membership with the National Safety Council for a three-year period beginning June 1, 2023 and ending June 1, 2026, at a total fee of \$1,272.00; and

WHEREAS, membership will offer a discount of thirty to forty percent savings on training materials that the Town is currently purchasing related to any workplace safety training courses including textbooks and supplies needed for First Aid, CPR and AED training, Defensive Driving Courses, Lift Truck Operator (LTO) Forklift Training, Supervisors Safety Development Program (SSDP), Impairment Recognition and Response Training for Supervisors; and

WHEREAS, membership will also offer access to OSHA approved and recognized courses such as Drugs at Work, Opioids in the Workplace, Mental Health at Work, Cannabis at Work, Safe Driving Kits and Workplace Fatigue, as well as access to instruction manuals, course outlines, lesson plans, PowerPoint courses and student materials,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and Justin McCaffrey, Commissioner, Department of Public Safety, is hereby authorized for the Town to apply for membership with the National Safety Council for a three-year period beginning June 1, 2023 and ending June 1, 2026, at a total fee of \$1,272.00; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, and that the funds for said payment are to be drawn from Account No. DPS A 3010 44140 000 0000 000.

-#-

DRS
REVIEWED BY
OFFICE OF TOWN ATTORNEY
Domenica Walfe

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**

May 9, 2023

TO: Memorandum Docket

FROM: Justin McCaffrey, Commissioner, Department of Public Safety

Subject: National Safety Council Membership Request

Town Board authorization is respectfully requested for the Town of Oyster Bay to apply for membership with the National Safety Council.

Membership will offer a significant discount of thirty to forty percent savings on training materials that the Town is currently purchasing related to any workplace safety training courses. The training and material supply savings will include student textbooks and supplies needed for First Aid, CPR and AED training, Defensive Driving Courses, Lift Truck Operator (LTO) Forklift Training, Supervisors Safety Development Program (SSDP), Impairment Recognition and Response Training for Supervisors.

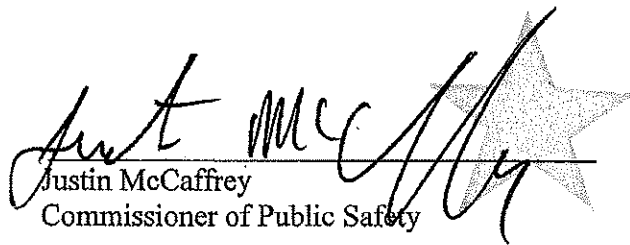
Membership also offers course access to Drugs at Work, Opioids in the Workplace, Mental Health at Work, Cannabis at Work, Safe Driving Kits, and Workplace Fatigue.

All courses mentioned above are OSHA approved and recognized, as well as nationally standardized training.

Public Safety and Health and Safety will be able to take advantage of the instruction manuals, course outlines, lesson plans, PowerPoint course, and student materials.

The dates for the membership begin June 1, 2023, and end June 1, 2026. The three-year membership cost is one thousand two hundred and seventy two dollars. The funds are available in training account DPS A 3010 44140 000 0000 000.

Thank you.


Justin McCaffrey
Commissioner of Public Safety

WHEREAS, Anna Gallo-Villella, Locust Valley Chamber of Commerce, Inc., P.O. Box 178, Locust Valley, New York 11560, by letter dated March 16, 2023, requested the use of twelve (12) complete barricades, and the closure of the area located on the west side of the median located on Birch Hill Road, starting at Forest Avenue going to Elm Street, Locust Valley as well as a portion of Elm Street, adjacent to the train tracks from the police booth to the train station, for its Car Show, to be held on Sunday, June 11, 2023, from 11:00 a.m. through 3:00 p.m.; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated May 8, 2023, advised that the Highway Division is able to, and will, provide twelve (12) complete barricades for Sunday, June 11, 2023, from 11:00 a.m. through 3:00 p.m. and has no objection to the street closures as requested; and

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

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby approved, and the Department of Public Works is hereby authorized to provide twelve (12) complete barricades, and the closure of the area located on the west side of the median located on Birch Hill Road, starting at Forest Avenue going to Elm Street, Locust Valley as well as a portion of Elm Street, adjacent to the train tracks from the police booth to the train station, for its Car Show, to be held on Sunday, June 11, 2023, from 11:00 a.m. through 3:00 p.m., subject to the following conditions:

1. The use of all Town property for these activities shall in each and every case be in conformance with the direction of the Commissioner of the Department of Public Works, or his duly authorized representative.

2. The said organization will comply with all ordinances of the Town of Oyster Bay, both in the conduct of the afore-described activities and its use of Town property and equipment.

3. The said organization shall file with the Town Clerk a Certificate of Insurance indicating said organization is covered by General Liability Insurance in the amounts of \$1,000,000 with a general agreement of \$2,000,000, and naming the Town as an additional insured in connection with the afore-described activities.

-#-

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

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

REVIEWED BY
OFFICE OF TOWN ATTORNEY

37

343

TOWN OF OYSTER BAY

Inter-Departmental Memo

May 8, 2023

TO: MEMORANDUM DOCKET

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

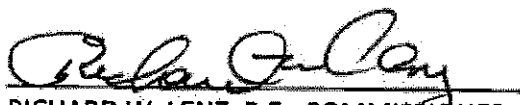
SUBJECT: LOCUST VALLEY CHAMBER OF COMMERCE
LOCUST VALLEY CAR SHOW
JUNE 11TH 2023

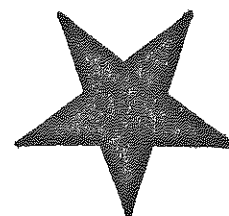
Enclosed please find a copy of the letter from Anna Gallo-Villella, requesting our assistance on behalf of the Locust Valley Chamber of Commerce in conducting a Car Show on Sunday, June 11th 2023 from 11:00 am to 3:00 pm.

The Highway Division has no objection to the Locust Valley Chamber of Commerce using the area requested which is the west side of the median located on Birch Hill Road, starting at Forest Avenue going to Elm Street in Locust Valley as well as a portion of Elm Street, adjacent to the train tracks from the police booth to the train station, for the above-mentioned date and times for their event.

In addition, the Highway Division will be pleased to provide twelve (12) complete barricades for the event as well.

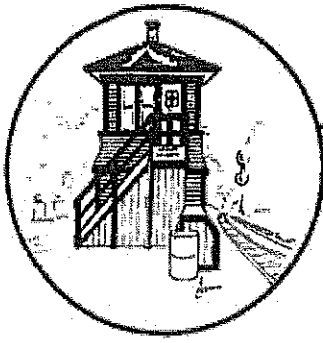
Also attached are the Certificate of Insurance, Endorsement Sheet, and Hold Harmless Agreement to cover the event. Therefore, Town Board approval is requested.


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



JCT/kaz

C: Richard W. Lenz, P.E., Commissioner DPW
Peter Brown, General Foreman
Justin McCaffrey, Commissioner, Public Safety Department
James McCaffrey, Director of Operations



Locust Valley Chamber of Commerce

P.O. Box 178

Locust Valley, New York 11560

www.locustvalleychamber.com

03/16/23

Town of Oyster Bay Highway Division

Attn: Kim Zervos

Email: kzervos@oysterbay-ny.gov

Phone: #516-677-5839

Dear Richard Lenz,

Please note we are requesting a road closure for a new event this year,

Locust Valley Car Show

This event is scheduled to take place on Sunday, June 11th, 2023 with No Rain date.

The area requested to be closed is the west side of the median located on Birch Hill Road, starting at Forest Avenue to Elm Street. Depending on the participation we get, we are asking to have the ability to close a portion of Elm Street for any overage that we may have. Please advise if this is a possibility as in the past it was once held only on Elm Street Adjacent to the Train tracks, starting from the Police Booth down towards the station.

Thank you in advance.

Anna Gallo Villella

Locust Valley Chamber of Commerce



LOCUS-4

OP ID: MC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/19/2023

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

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

PRODUCER
BADGE AGENCY, INC.
1000 Woodbury Rd, Suite 207
Woodbury, NY 11797
REARDON RAPLEE LINDNER

516-676-0070

CONTACT NAME: REARDON RAPLEE LINDNER

PHONE (A/C, No, Ext): 516-676-0070

FAX (A/C, No): 516-676-0258

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: MT. VERNON INSURANCE CO.

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Locust Valley Chamber of
Commerce
P O Box 178
Locust Valley, NY 11550

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADOL SUBR (INSR) (W/O)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR CENT. 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 <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 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Necessarily in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below	Y	NBP2552681D	05/04/2023	05/04/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 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 \$
A	Directors & Office		NBP2552681C	05/04/2023	05/04/2024	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

re: Car Show June 11, 2023

Holder is additional Insured

CERTIFICATE HOLDER

CANCELLATION

TOBARTW

TOWN OF OYSTER BAY
150 MILLER PLACE
SYOSSET, NY 11791

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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Reviewed By
Office of Town Attorney

POLICY NUMBER: NBP2552681D

COMMERCIAL GENERAL LIABILITY
CG 20 28 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Town of Oyster Bay 150 Miller Place Syosset, NY 11791
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

POLICY NUMBER: NBP2552681D

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED 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)	Location(s) Of Covered Operations
Town of Oyster Bay 150 Miller Place Syosset, NY 11781	
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:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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 additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

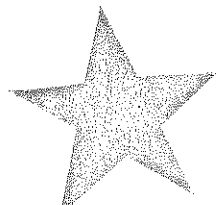
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

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.



5/9/23

Barriers Agreement for Use of Town Property and/or Equipment

This Agreement made this 5th day of May, 2023, by Loose Valley Chamber of Commerce (hereinafter "CONCESSIONAIRE"), Whereas, the CONCESSIONAIRE has entered into a contract to provide certain services and products at various Town locations, as designated in the contract between the TOWN and the CONCESSIONAIRE for the contract period: May 1/23 through Jun 4/23 no end date

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 full 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 aforementioned 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, from all damages and defend them against any and all claims for the loss and/or expense of any property or damage to persons or property, including its property, arising from its use of Town property and/or equipment.

And for the Organization agrees to provide the Town with a copy of its general liability insurance certificate evidencing primary coverage in the amount of \$1,000,000 each occurrence, \$2,000,000 general aggregate, \$500,000 for property damage and, where appropriate, \$1,000,000 products during the Town is additional insured. The Organization's insurance shall be primary insurance as respects the Town, and any insurance or self insurance maintained by the Town shall be excess of the Organization's insurance and shall not contribute. All certificates of insurance must be accompanied by an endorsement.

And the permission for the above mentioned use of Town property and/or equipment is subject to the approval of the Town Board of the Town of Oyster Bay.

Loose Valley Chamber of Commerce
May 9, 2023

Name of Organization: Loose Valley Chamber of Commerce
Address of Organization: P.O. Box 178
Loose Valley, NY 11560
By: President John Gosh V. M. M.
Authorized Representative
Title: President
Telephone Number: [REDACTED]



[Signature]
Notary Public
Oyster Bay, New York

DATE: 05/08/2023

TO: HIGHWAY OPERATIONS

SUBJECT: Locust Valley Chamber of Commerce Car Show

PLEASE DELIVER TO:
LV-1 between Forest Avenue
And Elm Street
Locust Valley

DATE OF EVENT: 06/11/2023

BARRICADES: 12

CONTACT: Anna Gallo-Villella
516-721-0200

CONES:

SORT PAILS:

PORTABLE LIGHTS:

GENERATOR:

PACKER:

DELIVER ON: 06/9/2023

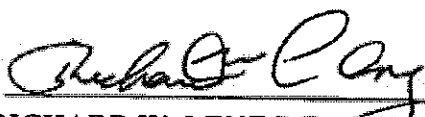
PICKUP: 06/12/2023

SWEEPING BEFORE AFFAIR IS NEEDED:

	XX
YES	NO

Please be advised that when signing on receipt of Town Equipment, your organization will be held responsible for their return.

JCT/kaz


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

CC: Peter Brown, General Foreman 003
Scott Dade, Area Foreman 011
Dan Kornfeld
Public Safety Division

Meeting of May 23, 2023

Resolution No.344-2023

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated May 11, 2023, requested that the Town Board authorize the Department to issue a refund in an amount not to exceed \$2,448.00, to Anthony Perullo, 19 7th Street, Bayville, New York 11709, with the five percent (5%) Administrative Fee waived, for the reimbursement of his rental fee of boat slip No. K04, at Tappen Beach Marina, as Mr. Perullo will not be using his boat this season due to health reasons, and consequently, will not require the use of said boat slip,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of Parks is hereby authorized to issue a refund, in an amount not to exceed \$2,448.00, to Anthony Perullo, with the five percent (5%) Administrative Fee waived, for the reimbursement of his rental fee of boat slip No. K04, at Tappen Beach Marina; and be it further

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

RESOLVED, That the Town Comptroller is hereby authorized and directed to make payment for same, upon submission of a duly certified claim 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 Iland	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

REVIEWED BY
OFFICE OF TOWN ATTORNEY

Robert P. Hodge

344

TOWN OF OYSTER BAY
Inter-Departmental Memorandum

TO: MEMORANDUM DOCKET

FROM: Joseph G. Pinto, Commissioner
Department of Parks

DATE: 5/11/2023

SUBJECT: Anthony Perullo- Tappen Slip K04 Refund

The Department of Parks respectfully requests Town Board approval for a refund in the amount of \$2,448.00 (two thousand four hundred forty-eight dollars and 00/100 cents) to the Town of Oyster Bay resident Anthony Perullo, 19 7th Street, Bayville, NY 11709. Due to health reasons Mr. Perullo is selling his boat and will not be using Tappen Slip K04.

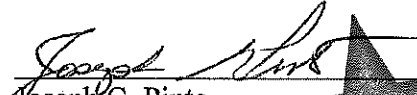
Based on the 2023 Town of Oyster Bay refund policy, Anthony Perullo is eligible to receive the refund as follows:

<u>Tappen Slip K04</u>	<u>\$2,448.00</u>
5% Administrative Fee Waived	

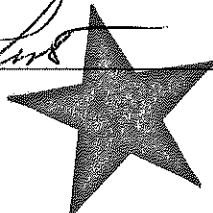
TOTAL REFUND **\$2,448.00 (two thousand four hundred forty-eight dollars & 00/100 c)**

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

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



Joseph G. Pinto
COMMISSIONER



JGP/nh

WHEREAS, Spencer Casseus, Administrative Officer, Black Legacy Partners, LLC, 2920 Avenue R, #258, Brooklyn, New York 11229, by letter dated November 8, 2023, requested the use of Municipal Parking Fields H-16 and H-17, Hicksville, the posting of temporary "No Parking" signs upon said fields, twenty (20) traffic cones and twenty-five (25) complete traffic barricades, for the Organization's 3rd Annual Juneteenth Festival, to be held from 9:30 a.m. to 7:00 p.m., on Saturday, June 17, 2023, with a rain date of Sunday, June 18, 2023; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memoranda dated May 8, 2023 and May 15, 2023, advised that the abovementioned property and equipment will not be required for use at that time, and that the Department has no objection to providing Black Legacy Partners, LLC, with the use of Municipal Parking Fields H-16 and H-17, Hicksville, the posting of temporary "No Parking" signs upon said fields, twenty (20) traffic cones and twenty-five (25) complete traffic barricades, for the Organization's 3rd Annual Juneteenth Festival, to be held from 9:30 a.m. to 7:00 p.m., on Saturday, June 17, 2023, with a rain date of Sunday, June 18, 2023; and

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

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of Public Works is hereby authorized to provide Black Legacy Partners, LLC, with the use of Municipal Parking Fields H-16 and H-17, Hicksville, the posting of temporary "No Parking" signs upon said fields, twenty (20) traffic cones and twenty-five (25) complete traffic barricades, for the Organization's 3rd Annual Juneteenth Festival, to be held from 9:30 a.m. to 7:00 p.m., on Saturday, June 17, 2023, with a rain date of Sunday, June 18, 2023, subject to the following terms and conditions:

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

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

3. The said organization shall file a Certificate of Insurance with the Office of the Town Clerk, indicating said organization maintains general liability insurance with a commercial liability limit of \$1,000,000 per occurrence and with a general aggregate limit of \$2,000,000, and naming the Town of Oyster Bay as an additional insured, in connection with the afore-described activity.

-#-

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

Supervisor Saladino	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

TOWN OF OYSTER BAY
Inter-Departmental Memo

May 15, 2023

TO: MEMORANDUM DOCKET

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

SUBJECT: BLACK LEGACY PARTNERS, LLC
3RD ANNUAL JUNETEENTH FESTIVAL
TO BE HELD ON JUNE 17TH 2023 (R/D JUNE 18TH 2023)
(SUPPLEMENTAL MEMO #21 5/9/23)

Enclosed please find a copy of the letter from Spencer Casseus, Administrative Officer, requesting our assistance on behalf of Black Legacy Partners, LLC, in conducting their 3rd Annual Juneteenth Festival on June 17th 2023 with a rain date of June 18th 2023.

The Highway Division has no objection to the Organization utilizing Municipal Parking Fields H-16 and H-17 on Saturday, June 17th 2023 from 9:30 am until 7:00 pm for the fair with a rain date of Sunday, June 18th 2023 if needed. The Black Legacy Partners, LLC would appreciate the posting of temporary "No Parking" signs in these lots for the above mentioned date as well. In addition, the Highway Division can readily supply twenty five (25) complete barricades and twenty (20) cones for this event.

Further, the Parks Department and Sanitation Department will be providing various equipment for this event as well.

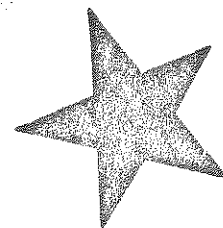
Also attached are a Certificate of Insurance, Endorsement Sheet, and Hold Harmless Agreement to cover the event. Therefore, Town Board approval is requested.



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

RWL/kaz

C: John C. Tassone, Chief Deputy Commissioner
Peter Brown, General Foreman 002
Steve Kelly, Sign Bureau Supervisor
Justin McCaffrey, Commissioner, Dept. of Public Safety
Grace SantaMaria, Highway Administration
Cathy McWilliams, Department of Parks
Cathy Walsh, Department of Sanitation



BLACK LEGACY PARTNERS, LLC

November 8, 2023

Executive Committee

Kestle Bess

Founder and President

Denise 'Kenike' Gibbs

Director of Finance

Shiela George

Director of Operations

Keiva Miller

Assistant Director of Operations

Angela Stanley

Director of Marketing

Patrice Pamphile

Art Director

Jacqueline (Lynn) Foy

Logistics Manager

Rhonda Brown-Moore

Accounting Manager

Spencer Casseus

Administrative Officer

Black Legacy Partners LLC

2920 Avenue R, #258

Brooklyn, NY 11229

hello@blacklegacypartnersllc.com

www.blacklegacypartnersllc.com

Follow us:

Facebook:

[@Blacklegacypartners](#)

Instagram:

[@blacklegacypartners](#)

Attn: Kimberly Zervos O'Malley, Event Coordinator
Town of Oyster Bay

Hello Kimberly!

I am writing on behalf of Black Legacy Partners, LLC. Black Legacy Partners, and we are looking to host our Annual Juneteenth Festival once again at Hicksville Train Station for 2023.

As previously mentioned, we are the official producers of the Annual Juneteenth Festival on Long Island, one of the largest cultural festivals celebrating the freedom, accomplishments and contributions of African Americans. Our 2022 Festival was a great success for the community and we anticipate a similar set up for 2023.

This will be our 3rd annual Juneteenth Festival and are requesting to have our celebration at the same location for Saturday June 17 2023, with a rain date of Sunday June 18 2023.

We are kindly requesting the use of the Hicksville LIRR parking lots #17 & #16 for our 3rd Annual Juneteenth Festival to be held from 12-5pm on June 17, 2023 with rain date of June 18, 2023 and request our event be on your calendar.

We anticipate over 1000+ guests at this year's festivities traveling from the five boroughs and throughout Long Island.

If you need any further information regarding the festival, please feel free to reach out to me at 347 682 9325 or via email or Lynn Foy 845 598 3435.

Thank you. I look forward to hearing from you soon.

Sincerely,

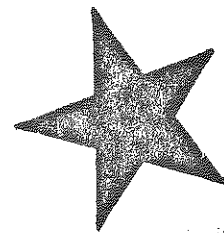
Spencer Casseus

Administrative Officer

Black Legacy Partners LLC

347-682-9325

hello@blacklegacypartnersllc.com





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/27/2023

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

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

PRODUCER
R.V. Nuccio & Associates Insurance Brokers, Inc.
10148 Riverside Drive
Toluca Lake, CA 91602

CONTACT NAME: Robert V. Nuccio
PHONE: (800) 384-2433 FAX: (818) 980-1595
EMAIL: support@rvnucchio.com

INSURER: The American Insurance Company
NAEP: 21857

INSURED
Black Legacy Partners
1000 Front St. Unit 729
Uniondale, NY 11553

INSURER A
INSURER B
INSURER C
INSURER D
INSURER E

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

TYPE OF INSURANCE	INSURER	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Host Liquor Liability GEN. AGGREGATE LIMIT APPLIED PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRODUCT <input type="checkbox"/> LOC OTHER	<input checked="" type="checkbox"/>	USTD22072220 NAEP107856	6/17/2023	6/18/2023	EACH OCCURRENCE GENERAL TO RENTED PREMISES \$1,000,000 \$50,000 MEDICAL EXPENSE \$0 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS COMPOUND \$1,000,000
<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED HOLED AUTOS ONLY NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per person) TOTAL \$1,000,000
<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE	<input type="checkbox"/>				EACH OCCURRENCE AGGREGATE
<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYONE OPERATING OR IN THE LINE OF DUTY (MANDATORY IN NY) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>				PER STATUTE PER E1 EACH ACCIDENT E2 DISEASE - EMPLOYEE E3 DISEASE - POLICYHOLD

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ADDENDUM REQUIRED FOR SCHEDULED RATES, may be added if more space is required)

Additional Insured: Town of Oyster Bay-Highway Department

Reviewed By
Office of Town Attorney

CERTIFICATE HOLDER

Town of Oyster Bay-Highway Department
150 Miller Place
Oyster Bay, NY 11791

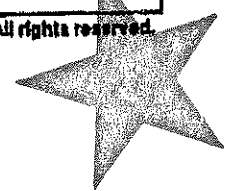
CANCELLATION

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

Robert V. Nuccio

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Certificate Number WAEP107856

Policy Number UST022072220

Effective Dates: 6/17/2023 12:01am to 6/18/2023 12:01am

Additional Insured - Person, Organization or other Entity

600002STEP 09 12

Policy Amendment(s) Commercial General Liability

This endorsement modifies insurance provided under the following:

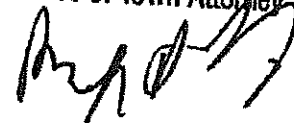
Commercial General Liability Coverage Part

Schedule

Name of Additional Insured Person(s) or Organization(s) or other Entity(ies)

Town of Oyster Bay-Highway Department

Reviewed By
Office of Town Attorney



Information required to complete this Schedule (not shown above) will be shown in the Declarations.

Section II Who Is An Insured is amended to include as an insured the person, organization or other entity shown in the Schedule above but only to the extent that bodily injury, property damage or personal and advertising injury is caused by the sole negligence of the Memorandum of Insurance holder.

Any Additional Insured Person(s) or Organization(s) or other Entity(ies) covered under this policy is subject to the policy limits, terms, conditions, exclusions, limitations and provisions.

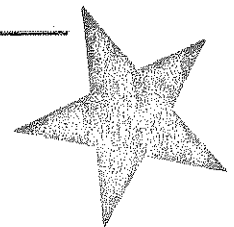
This Endorsement is otherwise subject to all the terms, conditions, exclusions, limitations and provisions of the policy to which it is attached.

This form must be attached to Change Endorsement when issued after the policy is issued.
One of the Fireman's Fund Insurance Companies is named on the policy.


President

600002STEP 09 12

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Harmless Agreement for Use of Town Property and/or Equipment

This Agreement is made this 24 day of Oct 2022, by Black Legacy Partners LLC (hereinafter "CONCESSIONAIRE"). Whereas, the CONCESSIONAIRE has entered into a contract to provide certain services and products at various Town locations, as designated in the contract between the TOWN and the CONCESSIONAIRE for the contract period 6/17/2023 through 6/17/2023. Raindate 6/18/2023

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

Further, the Organization agrees to provide the Town with a copy of its general liability insurance certificate, in the amounts of \$1,000,000 each occurrence, \$2,000,000 general aggregate, \$500,000 for property damage and, where appropriate, \$1,000,000 products, naming the Town as additional insured. All certificates of insurance must be accompanied by an endorsement.

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

Name of Organization:

Black Legacy Partners, LLC

Address of Organization:

1000 Front St, Unit 729

Uniondale, NY 11553

By:

Shirley George

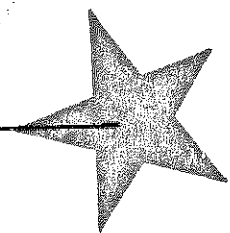
Authorized Representative

Title: Director of Operations

Telephone Number: 914 252 7806

Reviewed By
Office of Town Attorney

[Signature]





Applicant Information

I'm the

I am a

Company Name

Street

City

State

Zip Code

Applicant Phone Number

E-mail Address

Website Address

Will alcohol be served or be available for consumption at the event?

Will the applicant receive any proceeds from the sale of alcohol?

Will the event be held on premises owned, managed, or operated by the applicant?

Event Holder/Organizer/Host

Other organization type

Black Legacy Partners

1000 Front St. Unit 729

Uniondale

NY

11553

914-282-7806

shellag03@gmail.com

No

No

No

Event Information

Event Type

Name of Your Event(ex Pleasantville 3rd Annual Fall Festival)

Description of Event Activities

Will there be any Concessionaires, Exhibitors or Vendors attending or participating in the Event?

Will the applicant require that all Concessionaires, Exhibitors and Vendors name the applicant as an Additional Insured on a \$1,000,000 Commercial General Liability insurance policy?

Start Date

Start Time

Stop Date

Stop Time

Total Days Open

Maximum Daily Attendance

(Number of people attending)

Audience Age Group From

Audience Age Group To

Is a donation expected or a charge required to attend the event?

Is a celebrity or other high profile person attending this event?

Will there be security at this event?

Does the security provider have liability insurance?

Has the security provider named the applicant as an Additional Insured?

The security will be provided or contracted by:

Name of company providing security

Type of security guards

Will there be music played at the event?

Live Music

Big Band (1930s - 1950s)

Classic Rock (1950s - 1970s)

Alternative Rock (1980 - 1990)

Alternative Rock (2000s)

Classical

Country / Bluegrass

Electronic

Festival (No Overnight Camping)

Third Annual Juneteenth Festival

Vendors

Yes

No

6/17/2023

1:00pm

6/17/2023

6:00pm

1

100

1

100

No

No

Yes

Yes

Yes

The Applicant

Off Duty PD

Off-Duty Police

Yes

Yes

Not Selected

Not Selected

Not Selected

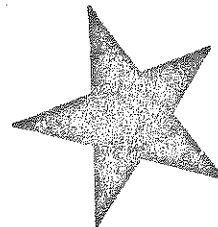
Not Selected

Not Selected

Not Selected

Not Selected

Reviewed By
Office of Town Attorney



DATE: 5/15/2023

TO: HIGHWAY OPERATIONS

SUBJECT: Black Legacy Partners, LLC 3rd Annual Juneteenth Festival R/D 6/18/2023

PLEASE DELIVER TO:
Lot H-16 or H-17

Hicksville

CONTACT: Spencer Casseus
347-682-9325

DATE OF EVENT: 6/17/23

SNOW FENCE:

BARRICADES: 25

CONES: 20

SORT PAILS:

PORTABLE LIGHTS:

GENERATOR:

PACKER:

DELIVER ON: 6/16/23


PICKUP ON: 6/19/23

SWEEPING BEFORE AFFAIR IS NEEDED:

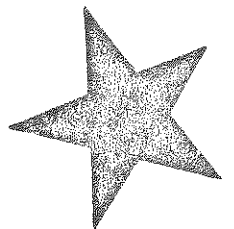
XX
YES NO

Please be advised that when signing on receipt of Town Equipment, your organization will be held responsible for their return.

RWL/kaz


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

CC: Peter Brown, General Foreman 002
Dan Kornfeld
Greg Marchese, Area Foreman 012
Public Safety Division



TOWN OF OYSTER BAY

Inter-Departmental Memo

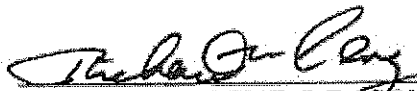
May 8, 2023

TO: MEMORANDUM DOCKET

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

SUBJECT: BLACK LEGACY PARTNERS, LLC.
ANNUAL JUNETEENTH EVENT

Please reserve a space on the Town Board calendar of May 23rd 2023 with respect to Black Legacy Partners, LLC. annual Juneteenth Event on June 17th 2023 with a rain date of June 18th 2023. Supplemental memorandum to follow.


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

JCT/kz

Meeting of May 23, 2023

Resolution No.346-2023

WHEREAS, Robert DeRose, Carnival Committee Board, Maria Regina Roman Catholic Church, 3945 Jerusalem Avenue, Seaford, New York 11783, by letter dated May 15, 2023, requested the use of twenty (20) complete barricades for its annual family carnival to be held at the church from June 22, 2023 through June 25, 2023; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memoranda dated May 5, 2023 and May 15, 2023 advised that the abovementioned Town equipment will not be required for use by the Town at that time and that the Department of Public Works has no objection to providing Maria Regina Roman Catholic Church with the use of twenty (20) complete barricades, for its carnival on June 22, 2023 through June 25, 2023, with said barricades to be delivered on June 21, 2023 and collected on June 26, 2023; and

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

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and the Department of Public Works is hereby authorized and directed to provide Maria Regina Roman Catholic Church with the use of twenty (20) complete barricades for its carnival on June 22, 2023 through June 25, 2023, with said barricades to be delivered to 3945 Jerusalem Avenue, Seaford, New York on June 21, 2023, and collected on June 26, 2023, subject to the following conditions:

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

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

3. The said organization shall file a Certificate of Insurance with the Office of the Town Clerk, indicating said organization maintains general liability insurance with a commercial liability limit of \$1,000,000 per occurrence and with a general aggregate of \$2,000,000, and naming the Town of Oyster Bay as an additional insured in connection with the aforescribed activity.

#

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

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

Reviewed By
Office of Town Attorney

TOWN OF OYSTER BAY

Inter-Departmental Memo

May 15, 2023

TO: MEMORANDUM DOCKET

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

SUBJECT: MARIA REGINA R.C. CHURCH ANNUAL FAMILY CARNIVAL
JUNE 22ND – JUNE 25TH 2023
(SUPPLEMENTAL MEMO #22 5/9/23)

Enclosed please find a copy of a letter from Robert DeRose, Maria Regina R.C. Church Carnival Committee, requesting our assistance on behalf of the Maria Regina R.C. Church in Seaford in conducting their annual family carnival from June 22nd through June 25th, 2023.

The Highway Division can readily supply twenty (20) complete barricades for the event, from June 21st thru June 26th, 2023.

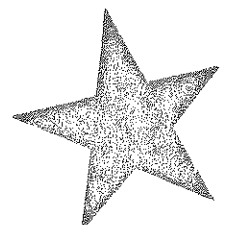
Also attached are a Certificate of Insurance, Endorsement Sheet and Hold Harmless Form to cover the event. Therefore, Town Board approval is requested.

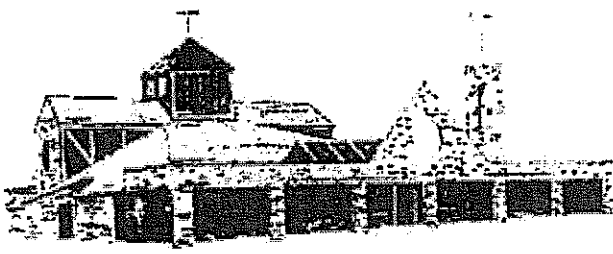


RICHARD W. LENZ, P.E., COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

RWL/kaz
Attachments

C: John C. Tassone, Chief Deputy Commissioner
Peter Brown, General Foreman 002
Justin McCaffrey, Commissioner, Public Safety Department
Grace SantaMaria, Highway Administration





MARIA REGINA R.C. CHURCH

Scaford / Massapequa
3945 Jerusalem Avenue, Scaford, N.Y. 11783-1631
516-798-2415 Fax 516-798-7493

May 15, 2023

Town of Oyster Bay
54 Audrey Avenue
Oyster Bay 11771

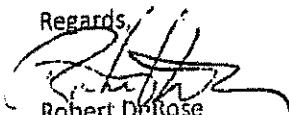
To Whom it May concern

We are requesting 20 traffic/pedestrian barricades (horses) to be used at our annual Parish Festival. June 22, 23, 24 and 25th 2023.

Enclosed is our cert of Insurance and endorsement.

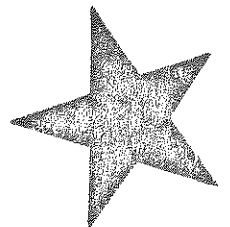
If you have any questions, please feel free to call me

Regards,



Robert DeRose
Business Manager

516-798-2415





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/05/2023

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

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

PRODUCER
Ecclesia Assurance Company c/o Porter & Curtis
225 State Road
Media, PA 19063

CONTACT NAME: Kristin O'Neill

PHONE (A/C No. Ext): 4844457173

FAX (A/C No.):

E-MAIL ADDRESS: kono@portercurtis.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: ECCLESIA ASSURANCE COMPANY

11952

INSURED
MARIA REGINA CHURCH
3945 JERUSALEM AVENUE
Seaford, NY 11783

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: C000229260

Account 000055

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	ADDITIONAL INFO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		GL-2022-1	11/01/2022	11/01/2023	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included
						MED EXP (Any one person) \$ Not Covered
						PERSONAL & ADV INJURY \$ Included
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					GENERAL AGGREGATE \$ None Applicable
						PRODUCTS - COMPROP AGG \$ None Applicable
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$
	DED <input type="checkbox"/> RETENTION \$					AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/>
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The limits include applicable retentions. The certificate holder is included as Additional Insured, if required by written contract, with respect to the use of equipment for the festival taking place 05/22/2023 - 05/25/2023.

Reviewed By
Office of Town Attorney

[Signature]

CERTIFICATE HOLDER

Town of Oyster Bay
54 Audrey Avenue
Oyster Bay, NY 11771

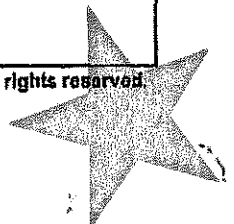
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[Signature]

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Endorsement Number: 10

Policy Number: GL-2022-1

Date Effective: 11/1/2022

ADDITIONAL INSURED ENDORSEMENT

- This endorsement modifies the insurance provided under the following Coverage Part(s):
GENERAL LIABILITY

SCHEDULE

Town of Oyster Bay, 54 Audrey Avenue, Oyster Bay, NY 11771

The person or organization shown in the Schedule above is an "insured", but only as respects your agreement to insure such person or organization and only if the wrongful act occurs after the date of agreement.

The amount of insurance shall not exceed the lesser of the amount of limits you agree to provide or the available limits of this insurance.

All other terms and conditions remain unchanged.

In witness whereof, this Endorsement has been executed in Rockville Centre, New York by the Company's authorized officer as set forth below

ECCLESIA ASSURANCE COMPANY


Authorized Representative's Signature

10/19/2022

Date

Reviewed By
Office of Town Attorney


E AI 00 03 08 17



Harmless Agreement for Use of Town Property and/or Equipment

This Agreement is made this 19 day of April 2023, by Maria Regina Church (hereinafter "CONCESSIONAIRE"). Whereas, the CONCESSIONAIRE has entered into a contract to provide certain services and products at various Town locations, as designated in the contract between the TOWN and the CONCESSIONAIRE for the contract period June 22 through June 25, 2023.

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

Further, the Organization agrees to provide the Town with a copy of its general liability insurance certificate, evidencing primary coverage in the amounts of \$1,000,000 each occurrence, \$2,000,000 general aggregate, \$500,000 for property damage and, where appropriate, \$1,000,000 products, naming the Town as additional insured. The Organization's insurance shall be primary insurance as respects the Town, and any insurance or self-insurance maintained by the Town shall be in excess of Town's insurance and shall not contribute to it. All certificates of insurance must be accompanied by an endorsement.

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

Name of Organization:

Maria Regina P.C. Church

Address of Organization:

2945 Jerusalem Ave
Seaford N.Y. 11783

By: X

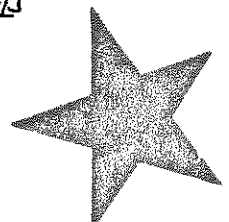
[Signature]
Authorized Representative

Title: Pastor

Reviewed By
Office of Town Attorney

[Signature]

Telephone Number: 516-798-2415



DATE: 5/15/2023

TO: HIGHWAY OPERATIONS

SUBJECT: Maria Regina R.C. Church Carnival

PLEASE DELIVER TO:

Maria Regina Church
3945 Jerusalem Ave
Seaford

DATE OF EVENT: 6/22/23 – 6/25/23

BARRICADES: 20

CONTACT: Melissa
516-554-5335

CONES:

SHORT PAILS:

PORTABLE LIGHTS:

GENERATOR:

PACKER:

DELIVER ON: 6/21/23


PICKUP ON: 6/26/23

SWEEPING BEFORE AFFAIR IS NEEDED:

	XX
YES	NO

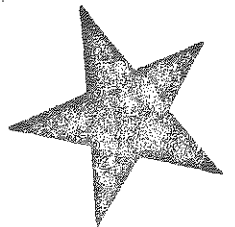
Please be advised that when signing on receipt of Town Equipment, your organization will be held responsible for their return.

RWL/kaz



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

CC: Peter Brown, General Foreman 002
Dan Kornfeld
Sal Cecere, Regional Foreman 007
Public Safety Division



TOWN OF OYSTER BAY

Inter-Departmental Memo

May 5, 2023

TO: MEMORANDUM DOCKET

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

SUBJECT: MARIA REGINA R.C. CHURCH
ANNUAL FAMILY CARNIVAL

Please reserve a space on the Town Board calendar of May 23rd 2023 with respect to Maria Regina R.C. Church annual family Carnival Event from June 22nd through June 25th 2023. Supplemental memorandum to follow.



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

JCT/kz



WHEREAS, by Resolution No. 745-2021, adopted on December 7, 2021, the Town Board authorized LiRo Engineers, Inc. to provide On-Call Engineering Services in connection with Contract No. PWC15-22, Transportation Engineering and Use of Sub-Consultant, for a two-year term, commencing January 1, 2022 through December 31, 2023; and

WHEREAS, Peter Koklanos, P.E., Senior Vice President, Civil and Structural Engineering, LiRo Engineers, Inc., by letter dated April 13, 2023, described the scope of work to be performed under Contract No. PWC15-22, engineering services related to pavement condition assessments within the Town of Oyster Bay as required by the Department of Public Works; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memoranda dated May 8, 2023 and May 12, 2023, requested Town Board authorization for LiRo Engineers, Inc., to provide the aforesaid On-Call Engineering Services under Contract No. PWC15-22, and that the Comptroller be directed to issue an encumbrance order in an amount not to exceed \$168,816.00 for this purpose, with funds available for payment in Account No. DPW H 5197 20000 000 2303 008, Project ID No. 2303HWYDB-04; and

WHEREAS, Peter Koklanos, P.E., by said letter, further requested the use of Cyvl Inc., 444 Somerville Avenue, Somerville, MA 02143, as sub-consultant, for automated collection and analysis of roadway condition data; and

WHEREAS, the Town has reviewed the consultant and sub-consultant's disclosure questionnaires and is satisfied that the Town's Procurement Policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, and LiRo Engineers, Inc., is hereby authorized to provide the aforementioned engineering services in connection with Contract No. PWC15-22, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed \$168,816.00 for this purpose, with funds available for payment in Account No. DPW H 5197 20000 000 2303 008, Project ID No. 2303HWYDB-04; and be it

FURTHER RESOLVED, That Cyvl Inc. may be used as sub-consultant, for automated collection and analysis of roadway condition data.

-#-

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

MAY 12, 2023

TO: MEMORANDUM DOCKET

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

SUBJECT: SUPPLEMENTAL DOCKET MEMO TO ITEM NO. 23
DOCKET OF MAY 10, 2023
ON-CALL ENGINEERING SERVICE REQUEST
RELATIVE TO TRANSPORTATION ENGINEERING
AND USE OF SUB-CONSULTANT
CONTRACT NO.: PWC15-22
ACCOUNT NO.: DPW H 5197 20000 000 2303 008
PROJECT ID NO. 2303HWYDB-04

In furtherance to Item No. 23 of the docket of May 10, 2023, the consultant, LiRo Engineers, Inc., has been approved by the Commissioner of Public Works to provide engineering services under On-Call Contract No. PWC15-22 by Resolution No. 745-2021 for the subject project.


Attached is a letter dated April 13, 2023 from LiRo Engineers, Inc. regarding the scope of work to be performed in an amount not to exceed \$168,816.00. Services to be performed include conducting a pavement assessment of all Town of Oyster Bay roads.

Attached is an availability of funds in the amount of \$168,816.00 to satisfy said engineering costs from the Director of Finance indicating that funds are available in Account No. DPW H 5197 20000 000 2303 008, Project ID No. 2303HWYDB-04.

The office of LiRo Engineers, Inc. further requests the use of Cyvl Inc., as sub-consultant, for automated collection and analysis of roadway condition data.

The consultant & sub consultant disclosure questionnaire has been reviewed and the Town is satisfied that the Procurement Policy has been fulfilled.

It is hereby requested that the Town Board authorize, by Resolution, LiRo Engineers, Inc. under Contract No. PWC15-22, On-Call Engineering Services Relative to Transportation Engineering and requests that the Comptroller be directed to issue an encumbrance order for this purpose, and that Cyvl Inc., be authorized as sub-consultant.

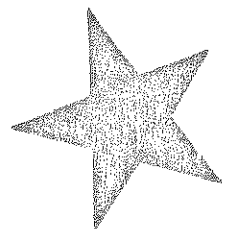


RICHARD W. LENZ, P.E.
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

RWL/*MR*/md
Attachment

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

PWC15-22 LIRO DOCKET PAVEMENT ASSESSMENT SUPP





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



Requesting Division/Department

HIGHWAY

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

Contract Number PWC15-22

Contract Period JANUARY 1, 2022 - DECEMBER 31, 2023

Consultant/Contractor LIRO ENGINEERS, INC.

Discipline TRANSPORTATION ENGINEERING

Total Authorization \$541,095.00

Resolution No. 745-2021 Date 12/7/2021

Funded To Date \$372,279.00

Amount Requested \$168,816.00

Account To Be Used DPW H5197 20000 LXX 2303 008 - 2303 HwyDB-04

If Capital Account, State The Related Contract Number: _____

Description Of Work

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

PAVEMENT CONDITION ASSESSMENT - 2023

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

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

Required Insurances Are In Effect: Yes ☒ No ☐

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

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

Amount of Bond \$ _____

Requesting Division/Department

DPW Approval

Only To Be Executed By The Commissioner

Signature [Signature]
Title CHIEF DEPUTY COMMISSIONER
Date 5/9/2023
Title DEPARTMENT OF PUBLIC WORKS

Signature _____
Title Commissioner of Public Works
Date _____

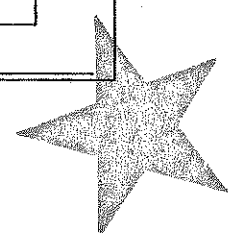
THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

Amount Requested 168,816.00

Unencumbered Balance 2,500,000.00

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

Signature [Signature] Date 5/11/23





TOWN OF OYSTER BAY

WORK ORDER



This Section To Be Completed By The Department Of Public Works

Work Order No. _____

E.O. No. _____

Contract Start 1/1/2022

Contract No. PWC15-22

Contract End 12/31/2023

Commencement Date JANUARY 1, 2023

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

Vendor Name and Address

LIRO ENGINEERS, INC.

3 AERIAL WAY

SYOSSET, NEW YORK 11791

Requesting Town Department HIGHWAY

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

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

PAVEMENT CONDITION ASSESSMENT - 2023

This work order shall not exceed \$ \$168,816.00

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

Requesting Division/Department

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

Date 5/8/23

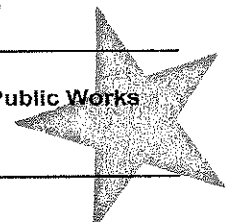
Department Of Public Works Approval

Only To Be Executed By The Commissioner

Signature _____

Commissioner of Public Works

Date _____





LiRo Engineers, Inc.

A LiRo Group Company

Three Aerial Way, Syosset, NY 11791 Telephone 516.938.5476 Facsimile 516.937.5421 www.liro.com

April 13, 2023 (Rev. 01)

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

Re: TOB 2023 Pavement Assessment
Contract No. PWC 15-22, On-Call Engineering Services for Transportation Engineering

Dear Commissioner Lenz:

LiRo Engineers, Inc. (LiRo) is pleased to submit our proposal to provide the Town of Oyster Bay (TOB) with Town-wide Pavement Assessment Services for 2023. We are proud of our long history with the Town and our extensive experience successfully carrying out pavement management projects. We have the personnel resources, technical knowledge and familiarity with the Town's procedures and expectations to fully support any project undertaking.

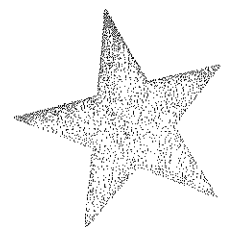
BACKGROUND:

For many years LiRo has been working with the Town of Oyster Bay to perform full assessments of the condition of the Town roads. The purpose has been to assist the Department of Public Works in planning and implementing a multi-year pavement rehabilitation program. The data from these assessments resides in a geographic information system (GIS) based viewer that provides query, analysis, and mapping capabilities to the Town.

Past assessments have been conducted in the field by experienced inspectors using manual rating methods. While effective, changes in technology offer the opportunity to reduce the manual effort required to automate the collection and rating process. This is done using Light Detection and Ranging (LiDAR) sensors, global positioning systems (GPS), and emerging artificial intelligence (AI) technology.

In 2022 LiRo, in conjunction with Cylv.ai, undertook a pilot project to determine if the automation process will meet the Town's requirements. The pilot project consisted of approximately 7.5% of Town roads (approximately 52 miles). The Foreman Areas and Maps selected by the Town were Area 21 maps 1-7, Area 18 map 2, Area 25 map 8.

The pilot was successful and LiRo submitted a final report. Based on that success, the Town has requested a proposal for a 2023 Town-wide rating using LiDAR and AI technology.



**LiRo Engineers, Inc.**

A LiRo Group Company

Three Aerial Way, Syosset, NY 11791 Telephone 516.938.5476 Facsimile 516.937.5421 www.liro.com

SCOPE OF SERVICES AND WORK PRODUCTS TO BE DELIVERED:

1. LiRo has will utilize the same subconsultant, Cyvl Inc., that conducted the pilot.
2. 100% of Town roads will be driven and scanned. For budgetary purposes, 733 miles of roadway will be used. LiRo recommends re-driving the pilot areas because of the improvements in the LiDAR scanners since the pilot and to collect 360° imagery (not collected in the pilot). Working with LiRo, Cyvl will process the data to a 1-10 rating, in accordance with the New York State Department of Transportation Pavement Condition Rating Manual. The existing established road segments established in the Town's GIS are to be used.
3. For the data acquisition, the following criteria will be used:
 - a. The +/- modifiers to the condition rating will no longer be used.
 - b. The pavement distresses of alligator cracking, transverse cracking, patches, ride quality will be retained.
 - c. Curb data will NOT be collected.
 - d. Estimated costs will NOT be provided.
 - e. Tabular hard copy reports and hard copy maps will NOT be provided. The reporting features in the current GIS based viewer are deemed adequate for the future.
4. Load onto TOB server/database and update the Pavement GIS viewer to contain a table of contents entry for the 2023 data.
5. 360° Imagery, hosted by Cyvl, will be available. The 360° Imagery will be hosted for a minimum of 7 years or until the next total Pavement assessment is performed at no annual or additional cost to the Town.
6. The LiDAR point cloud data will be delivered on media that can be uploaded to the Town server. The media will be an external hard drive.
7. Prepare for and attend three (3) formal meetings (kickoff, post field data collection, final briefing).

FEES AND SCHDEULE:

The total not to exceed (NTE) fee for the Town-wide pavement assessment pilot is \$168,816. LiRo is to be compensated on an hourly/time card basis in accordance with the terms and conditions of the existing on-call agreement.

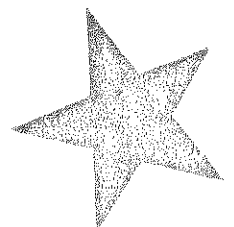
LiRo proposes to use the pilot vendor, Cyvl, Inc., as a subconsultant to conduct the automated condition scan of the selected Town's roads, and to process and analyze the sensor data to provide a condition rating for each GIS street segment. Cyvl, Inc. has its principal office at 444 Somerville Avenue, Somerville, MA 02143. LiRo is proposed to be compensated for the cost of Cyvl's services on a lump sum basis, at a fee of \$106,285. This is included in the NTE fee noted above. Note, should the town wish to pursue sign data collection services at a later date, a separate proposal can be provided upon request.

The work can be completed in approximately nine (9) weeks from your notice to proceed. Two (2) vehicles will be deployed for the data collection phase. Please feel free to contact me at (516) 636-3725, or Rich Annitto at annitto@liro.com should you require additional information. We are excited about the opportunity to continue our relationship with the Town of Oyster Bay DPW.

Very truly yours,

LiRo Engineers, Inc.

Peter Koklanos, P.E., S.E., Assoc. DBIA, QRWI, LEED AP BD+C
Senior Vice President, Civil and Structural Engineering



DP
Reviewed By
Office of Town Attorney
Domenica Walte

Meeting of December 7, 2021

Resolution No. 745-2021

WHEREAS Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated November 22, 2021, advised that a request for Proposals for On-Call Engineering Services relative to Transportation Engineering, in the Town of Oyster Bay, Nassau County New York, in accordance with specifications contained in Contract No. PWC15-22, for a two (2) year contract term, commencing on January 1, 2022 through December 31, 2023; and

WHEREAS, The Division of Engineering, Department of Public Works/Highway received timely, eleven (11) responses; and

WHEREAS, Commissioner Lenz, by said memorandum, stated that after review of the Division of Engineering's preliminary recommendations performed in compliance with the requirements of Guideline 9 of the Town of Oyster Bay Procurement Policy, and in conjunction with the current workload, the Department has selected, Lockwood, Kessler & Bartlett, Inc., N & P Engineering, Architecture & Land Surveying, PLLC, NV5 New York-Engineers, Architects, Landscape Architects & Surveyors, and LiRo Engineers, Inc.; and

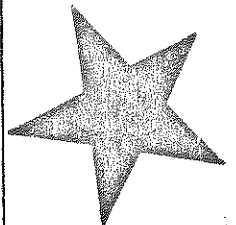
WHEREAS, Commissioner Lenz, by said memorandum, requested that the Town Board authorize the Department of Public Works to enter into agreements with Lockwood, Kessler & Bartlett, Inc., N & P Engineering, Architecture & Land Surveying, PLLC, NV5 New York-Engineers, Architects, Landscape Architects & Surveyors, and LiRo Engineers, Inc., to provide the Town of Oyster Bay with on-call Engineering services relative to Transportation, in accordance with the terms and specifications contained in Contract No. PWC15-22, for a two (2) year contract term, commencing on January 1, 2022 through December 31, 2023,

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby accepted and approved, and the Department of Public Works is hereby authorized to enter into Contract No PWC15-22 with Lockwood, Kessler & Bartlett, Inc., N & P Engineering, Architecture & Land Surveying, PLLC, NV5 New York-Engineers, Architects, Landscape Architects & Surveyors, and LiRo Engineers, Inc., in accordance with the terms and provisions thereunder, for a two (2) year term, commencing on January 1, 2022 through December 31, 2023

-#-

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

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



TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

MAY 8, 2023

TO: MEMORANDUM DOCKET


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

SUBJECT: ON-CALL ENGINEERING SERVICE REQUEST
RELATIVE TO TRANSPORTATION ENGINEERING
CONTRACT NO.: PWC15-22
SUPPLEMENTAL MEMO TO FOLLOW

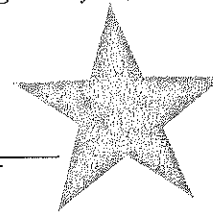
The consultant, LiRo Engineers, Inc., has been approved by the Commissioner of Public Works to provide technical services under On-Call Contract No. PWC15-22 by Resolution No. 745-21 for the subject project.

The Division of Engineering is currently preparing the necessary paperwork for a funding authorization.

It is hereby requested that a space be reserved at the Town Board Meeting of May 23, 2023 for the Town Board to take action on this item.



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



RWL/MR/lk

Attachment

cc: Steve C. Ballas, Comptroller
Ralph Raymond, Commissioner/General Services

PWC15-22 LIRO DOCKET PAVEMENT ASSESSMENT RESERVE

DP
Reviewed By
Office of Town Attorney
Dominica Walter

Meeting of December 7, 2021

Resolution No. 745-2021

WHEREAS Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated November 22, 2021, advised that a request for Proposals for On-Call Engineering Services relative to Transportation Engineering, in the Town of Oyster Bay, Nassau County New York, in accordance with specifications contained in Contract No. PWC15-22, for a two (2) year contract term, commencing on January 1, 2022 through December 31, 2023; and

WHEREAS, The Division of Engineering, Department of Public Works/Highway received timely, eleven (11) responses; and

WHEREAS, Commissioner Lenz, by said memorandum, stated that after review of the Division of Engineering's preliminary recommendations performed in compliance with the requirements of Guideline 9 of the Town of Oyster Bay Procurement Policy, and in conjunction with the current workload, the Department has selected, Lockwood, Kessler & Bartlett, Inc., N & P Engineering, Architecture & Land Surveying, PLLC, NV5 New York-Engineers, Architects, Landscape Architects & Surveyors, and LiRo Engineers, Inc.; and

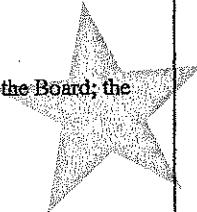
WHEREAS, Commissioner Lenz, by said memorandum, requested that the Town Board authorize the Department of Public Works to enter into agreements with Lockwood, Kessler & Bartlett, Inc., N & P Engineering, Architecture & Land Surveying, PLLC, NV5 New York-Engineers, Architects, Landscape Architects & Surveyors, and LiRo Engineers, Inc., to provide the Town of Oyster Bay with on-call Engineering services relative to Transportation, in accordance with the terms and specifications contained in Contract No. PWC15-22, for a two (2) year contract term, commencing on January 1, 2022 through December 31, 2023,

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby accepted and approved, and the Department of Public Works is hereby authorized to enter into Contract No PWC15-22 with Lockwood, Kessler & Bartlett, Inc., N & P Engineering, Architecture & Land Surveying, PLLC, NV5 New York-Engineers, Architects, Landscape Architects & Surveyors, and LiRo Engineers, Inc., in accordance with the terms and provisions thereunder, for a two (2) year term, commencing on January 1, 2022 through December 31, 2023

-#-

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

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



Meeting of May 23, 2023

Resolution No.348-2023

WHEREAS, by Resolution No. 740-2021, adopted on December 7, 2021, the Town Board authorized Lizardos Engineering Associates D.P.C., to provide On-Call Engineering Services in connection with Contract No. PWC08-22, Mechanical Engineering, for a two-year term, commencing January 1, 2022 through December 31, 2023; and

WHEREAS, Steve Sonmez, P.E., CEM, Associate Vice President, Lazardos Engineering Associates, D.P.C., by letter dated April 10, 2023, described the scope of work to be performed under Contract No. PWC08-22, mechanical and electrical engineering services for replacement of the existing heating system at the CVM Garage located at 150 Miller Place, Syosset, New York 11791; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memoranda dated May 8, 2023 and May 15, 2023, requested Town Board authorization for Lizardos Engineering Associates D.P.C., to provide the aforesaid On-Call Engineering Services under Contract No. PWC08-22, and that the Comptroller be directed to issue an encumbrance order in an amount not to exceed \$85,000.00 for this purpose, with funds available for payment in Account No. DPW H 1997 20000 000 2310 001, Project ID No. 2310TWNTWN-04; 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 requests as hereinabove set forth are approved, and Lizardos Engineering Associates D.P.C., is hereby authorized to provide the aforementioned engineering services in connection with Contract No. PWC08-22, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed \$85,000.00 for this purpose, with funds available for payment in Account No. DPW H 1997 20000 000 2310 001, Project ID No. 2310TWNTWN-04.

-#-

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**

May 15, 2023

TO : MEMORANDUM DOCKET

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

SUBJECT: SUPPLEMENTAL DOCKET MEMO TO ITEM NO. 24
DOCKET OF MAY 9, 2023
ON CALL ENGINEERING SERVICES RELATIVE TO :
MECHANICAL ENGINEERING
CONTRACT NO. PWC08-22
ACCOUNT NO.: DPW H 1997 20000 000 2310 001
PROJECT ID: 2310TWNTWN-04


The consultant, Lizardos Engineering Associates P.C., has been approved by the Commissioner of Public Works to provide engineering services under On-Call Contract No. PWC08-22 by Resolution No. 740-21 for the subject project. Funds have been made available by the Director of Finance.

Attached is a letter dated April 10, 2023 from Lizardos Engineering Associates P.C. regarding the scope of work to be performed in an amount not to exceed \$85,000.00. Services to be performed include mechanical and electrical engineering services for replacement of the existing heating system at the CVM Garage 150 Miller Place Syosset NY 11791.

Attached is an availability of funds in the amount of \$85,000.00 to satisfy said engineering costs from the Office of the Director of Finance indicating that funds are available in Account No. DPW H 1997 20000 000 2310 001 Project ID: PID 2310TWNTWN-04.

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

It is hereby requested that the Town Board authorize by Resolution, Lizardos Engineering Associates P.C under Contract No. PWC08-22 for On-Call Engineering Services Relative to mechanical and electrical engineering services and requests that the Comptroller be directed to issue an encumbrance order for this purpose.

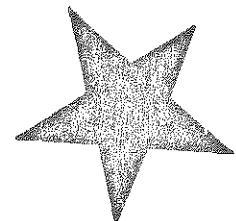

RICHARD W. LENZ, P.E.
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

RWL/MR/JP/ik

Attachment

cc: Steven C. Ballas, Comptroller
Ralph Raymond, Commissioner/General Services

PWC-08-22 LIZARDOS CVM GARAGE HEAT





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



Requesting Division/Department

General Services

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

Contract Number PWC08-22

Contract Period January 1, 2022 through December 31, 2023

Consultant/Contractor Lizardos Engineering Associates, P.C.

Discipline Mechanical Engineering

Total Authorization \$262,131.09

Resolution No. 740-2021 Date 12/7/2021

Funded To Date \$177,131.09

Amount Requested \$85,000.00

Account To Be Used PID 2310 TWNTWN - 04

If Capital Account, State The Related Contract Number: DPW H 1997 20000 000 2310 001
DPW23-269

Description Of Work

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

Upgrade to HVAC at 150 Miller Place CVM Garage

Work To Be Completed In Contract Period:

Yes ☒ No ☐

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

Required Insurances Are In Effect:

Yes ☒ No ☐

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

Required 50% Performance Bond For This Request In Effect:

Yes ☐ No ☐ N/A ☒

Amount of Bond \$ N/A

Requesting Division/Department

Signature [Signature]

Title Commissioner of General Services

Date 5/15/23

DPW Approval

Only To Be Executed By The Commissioner

Signature [Signature]

Title Commissioner of Public Works

Date 5/15/23

THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

Amount Requested 85,000.00

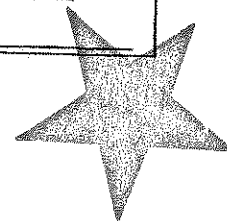
Unencumbered Balance 500,000.00

Is The Account To Be Used Consistent With The Nature Of Work Listed Above?

Yes ☒ No ☐

Signature [Signature]

Date 5/15/23





TOWN OF OYSTER BAY

WORK ORDER



This Section To Be Completed By The Department Of Public Works

Work Order No. _____

E.O. No. _____

Contract Start 1/1/2021

Contract No. PWC08-22

Contract End 12/31/2023

Commencement Date 1/1/2023

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

Vendor Name and Address

Lizardos Engineering Associates, P.C

200 Old Country Road

Suite 670

Mineola NY 11501

Requesting Town Department General Services

Contact John Piscitello Phone (516) 677-5883

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

Upgrade to HVAC at 150 Miller Place CVM Garage

This work order shall not exceed \$ \$85,000.00

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

Requesting Division/Department

Signature

Title Commissioner of General Services

Date 5/15/23

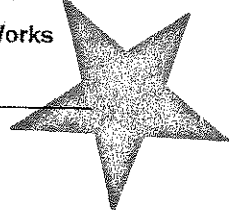
Department Of Public Works Approval

Only To Be Executed By The Commissioner

Signature

Commissioner of Public Works

Date 5/15/23



Meeting of December 7, 2021

Resolution No. 740-2021

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated November 22, 2021, advised that a Request for Proposals for On-Call Engineering Services Relative to Mechanical Engineering was issued in accordance with the specifications contained in Contract No. PWC08-22, for a two (2) year contract term, commencing January 1, 2022 through December 31, 2023; and

WHEREAS, in response to the aforementioned Request for Proposals, eight (8) responses were received by the Division of Engineering; and

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

WHEREAS, Commissioner Lenz, by said memorandum, requested Town Board authorization for the Department of Public Works to enter into Contract No. PWC08-22, On-Call Engineering Services Relative to Mechanical Engineering, with H2M Engineers & Architects, Lizardos Engineering Associates, P.C., LiRo Engineers, Inc. and Cameron Engineering & Associates, LLP, for a two (2) year term, commencing on January 1, 2022 through December 31, 2023; and

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

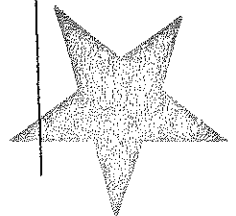
NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved and the Department of Public Works is hereby authorized to enter into Contract PWC08-22, On-Call Engineering Services Relative to Mechanical Engineering, with H2M Engineers & Architects, Lizardos Engineering Associates, P.C., LiRo Engineers, Inc. and Cameron Engineering & Associates, LLP, for a two (2) year term, commencing on January 1, 2022 through December 31, 2023.

#

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

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

Reviewed By
Office of Town Attorney



LIZARDOS

April 10, 2023

Matt Russo, P.E.
Town of Oyster Bay
Dept. of Public Works
150 Miller Place
Syosset, NY 11791-5699

Reference: Town of Oyster Bay - CVM Garage HVAC Upgrades
150 Miller Place, Syosset, NY 11791
Lizardos Proposal Number: 23-239

Dear Mr. Russo:

As requested Lizardos Engineering Associates D.P.C. (Lizardos) has prepared this proposal to provide mechanical and electrical engineering services for the referenced project.

CVM Garage originally designed with two (2) gas fired, Low Pressure Steam Boilers to.

The overall CVM garage building is approximately 42,000 square feet. Almost half of the building that is on the east side is original (3 bays – including car wash) and other half (west side) seemed like an addition back in the 90's. Existing boilers are gas fired low pressure steam (LPS) with 1738 MBH capacity serving overhead unit heaters throughout the building during heating season. Each unit heater has its own wall mounted thermostat.

Original east side building is served by vertical steam unit heaters in the ceiling space manufactured by Trane. Addition building (west side) space is served by horizontal discharge hot water unit heaters again manufactured by Trane. Hot water for the unit heaters on the west side of the building is generated via steam-to-hot water heat exchanger located in the Boiler room. Boiler room also contains feed-water pump and tank system for the steam boilers and seems very tight. One of the boiler is currently not operational and both boilers exceeded and near their life expectancies.

Lizardos intends to provide the following Scope of Services in connection with this project.

SCOPE OF SERVICES

1. Lizardos will coordinate with all trades and will follow the schedule set by the Architect/Owner.
2. Upon receipt of the approval to proceed, Lizardos will provide a schedule showing the intended progress for each discipline identifying the start and finish of each item. This will constitute the base for the monthly payments, based on the percentage of work completed. Schedule shall also include a line-by-line cost for each item, which shall be the basis for progress payments.

3. Lizardos will coordinate with the other disciplines (architectural, structural, civil, geotechnical) for proper implementation of the electrical and mechanical design.
4. Lizardos will coordinate with all federal, state and city agencies to assure that MEP and fire protection services provided, comply with all applicable laws, codes, rules and regulations.
5. Lizardos will prepare all construction drawings and specifications in compliance with all Federal, New York State codes, laws, rules and regulations.
6. At the end of the design for this project, Lizardos shall provide one set of reproducible contract drawings and an electronic copy (CD Rom) of all AutoCAD drawings.

Design Phase Services

1. Survey the facility and ascertain existing conditions.
2. Prepare an engineering report indicating all existing conditions and recommendations and prepare preliminary construction cost estimates for this work. Lizardos engineering and Town officials shall discuss different options before designing heating system for the space.
3. Develop contract documents consisting of engineering drawings and specifications for the mechanical, electrical, plumbing and sprinkler fire protection design in conformance with the New York State Building Codes and local regulations.

Mechanical

1. Develop computerized heating load calculations as well as ventilation loads for the proposed space.
2. Design of new heating apparatus and distribution systems to serve the project requirements. New heating system design shall be based on the decision of the various heating design options that will be presented to Town officials.
3. Exhaust and make up air systems for the garage area carbon monoxide and/or nitrogen dioxide detectors/systems.

Electrical

1. Design and prepare plans for electric power circuitry for convenience receptacles, refrigeration equipment, HVAC equipment, and equipment based on mechanical developed equipment plans and equipment data from the manufacturers.
2. Design switchgear room and electrical panels throughout the building based on the project's electrical load.

Plumbing

1. Calculate gas demand for the proposed system and coordinate with the gas utility company, National Grid, and if required, prepare the load letter for approval and design new gas service. Lizardos will design distribution system for the building, including, but not limited to the HVAC equipment.



Construction Phase Services (For all MEP Work)

1. Review shop drawings to determine conformance with Lizardos specifications.
2. Attend up to seven (7) field visits to the construction site to observe progress and compliance with the contract documents and attend meetings if requested.
3. Assist Owner's Building Department expeditor in filling out technical portions of forms and sealing appropriate forms for filing purposes.
4. Visit the site at completion of construction to prepare a punch list of incorrect or incomplete work.

SERVICES NOT INCLUDED

1. Design of all underground utilities, with the exception of electrical beyond 5 feet of the building's exterior.
2. Any work associated with asbestos or any hazardous material.
3. Design of emergency generator and emergency power to any new equipment.
4. Design of interior/exterior lighting and temporary lighting.
5. Design Structural, Civil, Architectural, Public address and Security systems.
6. Preparation of as-built drawings.
7. All environmental studies and testing.
8. Filing of any MEP drawings and associated fees.
9. Design of storm site detention/retention systems.
10. Design of storm site and sanitary piping systems (filing to various agencies is also not included).
11. Design of fire pumps for fire standpipe and sprinkler systems.
12. Design of backflow prevention and meter assemblies for the site water distribution system. (filing to various agencies is also not included).

ADDITIONAL SERVICES

Commissioning Services are available at an additional cost.



FEES

The engineering fee for the Scope of Services described shall be based on the total number of hours worked applied against an upset (not to exceed) fee as described below. All engineering services shall be billed monthly and shall be based on the actual employee salaries utilizing an overhead and profit multiplier of 3.0 with maximum hourly limit as approved by the Town Board, currently set at \$175/hour. We will schedule work for this project upon our receipt of your written authorization to proceed.

Engineering Fee	\$	84,000.00
Reimbursables*	\$	1,000.00
Total	\$	85,000.00

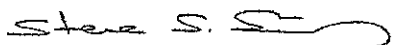
**Reimbursable expenses to be invoiced in addition to the above fees are as described in the attached Terms and Conditions.*

All engineering services shall be invoiced monthly based on the percentage of work completed. We will schedule work for this project upon our receipt of your written authorization to proceed. This proposal will remain in effect for 45 days from the date of this proposal.

We trust that the terms set forth in this proposal as well as our Standard Terms and Conditions, which are enclosed and constitute a part of our proposal sufficiently detail the engineering services which you require Lizardos to provide in connection with this project. If you find these terms acceptable, please sign and return a copy of this proposal. If you should have any questions, please feel free to call me.

Sincerely,

LIZARDOS ENGINEERING ASSOCIATES D.P.C.



Steve Sonmez, P.E., CEM
Associate Vice President

cc: M.E. Cocchi, Lizardos
M. Hoffman, Lizardos

ACCEPTED: Town of Oyster Bay

By _____

Print Name and Title

Date



TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

MAY 8, 2023

TO: MEMORANDUM DOCKET


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

SUBJECT: ON-CALL ENGINEERING SERVICE REQUEST
RELATIVE TO MECHANICAL ENGINEERING
CONTRACT NO.: PWC08-22
SUPPLEMENTAL MEMO TO FOLLOW

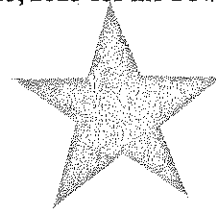
The consultant, Lizardos Engineering Associates, P.C. has been approved by the Commissioner of Public Works to provide technical services under On-Call Contract No. PWC08-22 by Resolution No. 740-21 for the subject project.

The Division of Engineering is currently preparing the necessary paperwork for a funding authorization.

It is hereby requested that a space be reserved at the Town Board Meeting of May 23, 2023 for the Town Board to take action on this item.



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



RWL/MR/llk

Attachment

cc: Steve C. Ballas, Comptroller
Ralph Raymond, Commissioner/General Services

PWC08-22 LEA DOCKET 150 MILLER HVAC RESERVE

Meeting of December 7, 2021

Resolution No. 740-2021

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated November 22, 2021, advised that a Request for Proposals for On-Call Engineering Services Relative to Mechanical Engineering was issued in accordance with the specifications contained in Contract No. PWC08-22, for a two (2) year contract term, commencing January 1, 2022 through December 31, 2023; and

WHEREAS, in response to the aforementioned Request for Proposals, eight (8) responses were received by the Division of Engineering; and

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

WHEREAS, Commissioner Lenz, by said memorandum, requested Town Board authorization for the Department of Public Works to enter into Contract No. PWC08-22, On-Call Engineering Services Relative to Mechanical Engineering, with H2M Engineers & Architects, Lizardos Engineering Associates, P.C., LiRo Engineers, Inc. and Cameron Engineering & Associates, LLP, for a two (2) year term, commencing on January 1, 2022 through December 31, 2023; and

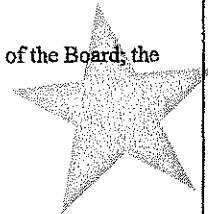
WHEREAS, the Office of the Inspector General has reviewed the Request for Proposals and the proposed vendors' disclosure questionnaires and is satisfied that the Procurement Policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved and the Department of Public Works is hereby authorized to enter into Contract PWC08-22, On-Call Engineering Services Relative to Mechanical Engineering, with H2M Engineers & Architects, Lizardos Engineering Associates, P.C., LiRo Engineers, Inc. and Cameron Engineering & Associates, LLP, for a two (2) year term, commencing on January 1, 2022 through December 31, 2023.

#

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

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



Reviewed By
Office of Town Attorney

348

Meeting of May 23, 2023

Resolution No.349-2023

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memoranda dated May 9, 2023 and May 15, 2023, advised that on May 3, 2023, the Division of Purchasing received bids for the award of a construction contract with respect to Concrete Replacement at various locations throughout the Town and the consulting engineer reviewed the eight (8) bids submitted, and Roadwork Ahead, Inc., 2186 Kirby Lane, Syosset, New York 11791, submitted the lowest responsive bid, in the amount of \$1,413,100.00; and

WHEREAS, Commissioner Lenz, by said memoranda, reported that Russel Scott, P.E., Partner, N&P Engineering, Architecture and Land Surveying, PLLC, by letter dated May 8, 2023, recommended the award of Contract No. H23-261 to Roadwork Ahead, Inc., in the amount of \$1,413,100.00. In accordance with Town policy, an additional \$70,655.00 should be applied to the low bid amount for potential quantity increases for a total bid encumbrance of \$1,483,755.00; and

WHEREAS, Commissioner Lenz, by said memoranda, further advised that the estimated construction time for completion of the subject contract is one hundred fifty (150) calendar days, and that funds are available in Account No. DPW H5197 20000 000 2303 008, Project ID No. 2303HWYDB-07 in the amount of \$1,483,755.00; and

WHEREAS, Commissioner Lenz, by said memoranda, recommended and requested Contract No. H23-261, for concrete replacement at various locations throughout the Town, be awarded to Roadwork Ahead, Inc., in the amount of \$1,413,100.00; and

WHEREAS, Commissioner Lenz, by said memoranda, also advised the Board that the proposed vendor's disclosure questionnaire has been reviewed and has satisfied the Town's Procurement Policy,

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation as hereinabove set forth are accepted and approved, and Contract No. H23-261 for Concrete Replacement at various locations throughout the Town is awarded to Roadwork Ahead, Inc., 2186 Kirby Lane, Syosset, New York 11791, in the total amount of the bid of \$1,413,000.00, with an additional \$70,655.00 applied to the low bid amount for a total bid encumbrance of \$1,483,755.00.

-#-

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

Reviewed By
Office of Town Attorney

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

May 15, 2023

TO : MEMORANDUM DOCKET

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

SUBJECT: SUPPLEMENTAL DOCKET MEMO. TO ITEM NO. 36
DOCKET OF MAY 9, 2023
AWARD OF CONSTRUCTION CONTRACT
CONCRETE REPLACEMENT AT VARIOUS LOCATIONS
THROUGHOUT THE TOWN OF OYSTER BAY
CONTRACT NO. H23-261
ACCOUNT NO. DPW H5197 20000 000 2303 008
PROJECT ID NO. 2303HWYDB-07


In furtherance to Item No. 36 of the docket of May 9, 2023, on May 3, 2023, the Division of Purchasing received bids for the subject project and the consulting engineer reviewed the bids. Roadwork Ahead, Inc., 2186 Kirby Lane, Syosset, New York 11791, Federal ID No. 11-3472851, submitted the lowest responsive bid among eight (8) in the amount of \$1,413,100.00.

Attached is a letter dated May 8, 2023 from the office of N&P Engineering, Architecture and Land Surveying, PLLC recommending the award of this contract to Roadwork Ahead, Inc. in the amount of \$1,413,100.00. In accordance with Town policy \$70,655.00 should be applied to the low bid amount for potential quantity increases for a total bid encumbrance of \$1,483,755.00.

The estimated construction time for completion of the subject contract is 150 calendar days. Funds are available for the subject contract work in Account No. DPW H5197 20000 000 2303 008, Project ID No. 2303HWYDB-07.

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

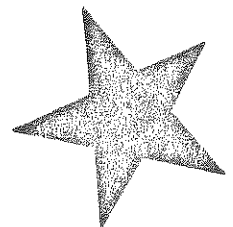
We concur with the recommendation of N&P Engineering, Architecture and Land Surveying, PLLC, and request that the Town Board award Contract No. H23-261 Roadwork Ahead, Inc. in the total bid amount of \$1,413,100.00 and that \$70,655.00 be applied to the low bid amount for a total bid encumbrance of \$1,483,755.00.



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


RWL/MR/TLS/IK
Attachments

cc: Steven Ballas, Comptroller
John Tassone, Chief Deputy Commissioner/DPW-Highway





May 8, 2023

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

Attention: Matthew Russo, PE

Re: Concrete Replacement at Various Locations throughout the Town of Oyster Bay
Bid No. PW 023-23, Contract No. H23-261
Nelson & Pope No. 21190

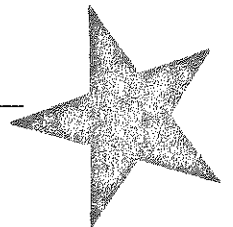
Dear Mr. Russo:

On May 3, 2023 the Town of Oyster Bay opened bids for the above referenced Project. The Town received a total of eight (8) bids for BID NO. PW 023-23. A brief summary is noted below, and a full analysis is attached.

Contractor	Base Bid
Roadwork Ahead, Inc.	\$1,413,100.00
Laser Industries, Inc.	\$1,598,875.00
The Landtek Group	\$1,776,000.00
Thomas Novelli Contracting Corp.	\$1,890,900.00
Stasi General Contracting	\$1,918,650.00
J. Anthony Enterprises	\$1,947,850.00
Stasi Industries	\$2,066,350.00
Valente Contracting Corp.	\$2,240,600.00

The lowest bidder, The Roadwork Ahead Inc. has provided the Bid Bond, Disclosure Questionnaire, Apprenticeship Programs and other Town required documentation.

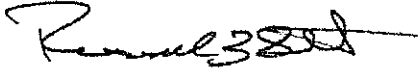
It should be noted that on Item 27X, Cement Concrete Sidewalk, Ramps & Slabs, 5 inches thick there was a discrepancy between the written and numerical unit price in the Itemized proposal. As indicated in the Bid documents, where a discrepancy exists between a price in words and numbers, the price written in words shall govern. Roadwork Ahead Inc. utilized the numerical value in their tabulation of the bid, the bid shall be awarded utilizing the written unit price for a revised contract amount as shown above and in the attached spreadsheet.



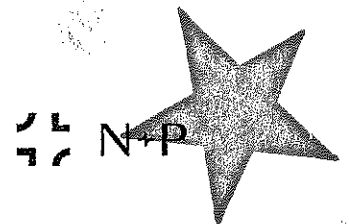
Based on our review it is Nelson + Pope's opinion that the contract for Bid No. PW 023-23 be awarded to **Roadwork Ahead, Inc.**

If you have any questions or require additional information, kindly contact this office.

Very truly yours,



Russell Scott, P.E
Partner



BID ANALYSIS - BID NO. PW-023-23 (H23-261)

TOWN OF OYSTER BAY

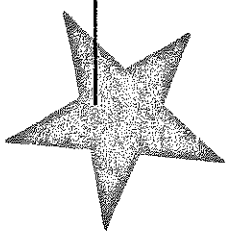
CONCRETE REPLACEMENT THROUGHOUT THE TOWN OF OYSTER BAY

MAY 3, 2023

N+P NO. 21190

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	ROADWORK AHEAD, INC.		LASER INDUSTRIES, INC.		THE LANDY GROUP		THOMAS NOVELL CONTRACTING CORP.	
				UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
2X	UNCLASSIFIED EXCAVATION	CY	200	\$50.00	\$10,000.00	\$70.00	\$14,000.00	\$20.00	\$4,000.00	\$80.00	\$16,000.00
4C	CEMENT CONCRETE SAWCUT	LF	900	\$3.00	\$2,700.00	\$5.00	\$4,500.00	\$5.00	\$4,500.00	\$6.00	\$5,400.00
4D	ASPHALT CONCRETE SAWCUT	LF	22,500	\$3.00	\$67,500.00	\$2.75	\$61,875.00	\$3.00	\$67,500.00	\$5.00	\$112,500.00
55X	SELECT BORROW FILL	CY	200	\$10.00	\$2,000.00	\$30.00	\$6,000.00	\$15.00	\$3,000.00	\$10.00	\$2,000.00
16CBH	RECONSTRUCT CATCH BASIN TOP SLAB	CV	5	\$3,000.00	\$15,000.00	\$2,200.00	\$11,000.00	\$1,500.00	\$7,500.00	\$800.00	\$4,000.00
26X	CEMENT CONCRETE CURB	LF	8,500	\$33.00	\$280,500.00	\$37.00	\$314,500.00	\$49.00	\$416,500.00	\$45.00	\$382,500.00
26B2X	BELGIAN BLOCK CURB	LF	1,500	\$32.00	\$48,000.00	\$40.00	\$60,000.00	\$50.00	\$75,000.00	\$45.00	\$67,500.00
26B3X	BELGIAN BLOCK CURB AND GUTTER	LF	1,000	\$40.00	\$40,000.00	\$42.00	\$42,000.00	\$60.00	\$60,000.00	\$45.00	\$45,000.00
26G6	INTEGRAL GEMENT CONCRETE CURB AND GUTTER	LF	6,000	\$40.00	\$240,000.00	\$45.00	\$270,000.00	\$60.00	\$360,000.00	\$45.00	\$270,000.00
26FX	FACE FORM CURB	LF	250	\$38.00	\$9,500.00	\$35.00	\$8,750.00	\$35.00	\$8,750.00	\$45.00	\$11,250.00
27X	CEMENT CONCRETE SIDEWALK, RAMPS & SLABS 5 INCHES THICK	SF	9,000	\$12.00	\$108,000.00	\$15.50	\$139,500.00	\$16.00	\$144,000.00	\$16.00	\$144,000.00
28AX	BITUMINOUS SIDEWALKS, DRIVEWAYS AND DRIVEWAY APRONS	SF	1,000	\$5.00	\$5,000.00	\$12.00	\$12,000.00	\$10.00	\$10,000.00	\$10.00	\$10,000.00
28B	LOOSE STONE SIDEWALKS, DRIVEWAYS AND DRIVEWAY APRONS	SF	750	\$18.00	\$13,500.00	\$1.00	\$750.00	\$4.00	\$3,000.00	\$15.00	\$11,250.00
28CX	INCHES THICK	SF	8,500	\$14.00	\$119,000.00	\$16.50	\$140,250.00	\$20.00	\$170,000.00	\$22.00	\$187,000.00
34X	FURNISH AND INSTALL MISCELLANEOUS METALS	LBS	500	\$10.00	\$5,000.00	\$18.00	\$9,000.00	\$8.00	\$4,000.00	\$10.00	\$5,000.00
36-1AX	ASPHALT CONCRETE PAVEMENT	TONS	850	\$130.00	\$110,500.00	\$275.00	\$233,750.00	\$140.00	\$119,000.00	\$250.00	\$212,500.00
45E	REINFORCED CONCRETE VALLEY GUTTER	SF	800	\$25.00	\$20,000.00	\$35.00	\$28,000.00	\$18.00	\$14,400.00	\$40.00	\$32,000.00
74AX	WALKWAYS	SF	200	\$18.00	\$3,600.00	\$15.00	\$3,000.00	\$20.00	\$4,000.00	\$75.00	\$15,000.00
76X	TOR SOIL & SEEDING	LS	1	\$13.00	\$13.00	\$9.00	\$9.00	\$10.00	\$10.00	\$20.00	\$20.00
98X	WORK ZONE TRAFFIC CONTROL	SV	100	\$25.00	\$2,500.00	\$36.00	\$3,600.00	\$25.00	\$2,500.00	\$30.00	\$3,000.00
396X	DENSE GRADED AGGREGATE BASE COURSE	CV	650	\$30.00	\$19,500.00	\$45.00	\$29,250.00	\$50.00	\$32,500.00	\$70.00	\$45,500.00
501	DETECTABLE WARNING SURFACE	SF	1,500	\$60.00	\$90,000.00	\$35.00	\$52,500.00	\$50.00	\$75,000.00	\$20.00	\$30,000.00
502	FURNISH AND INSTALL 1" INSIDE DIAMETER PVC ELECTRICAL CONDUIT	LF	800	\$20.00	\$16,000.00	\$5.00	\$4,000.00	\$10.00	\$8,000.00	\$50.00	\$40,000.00
503	FURNISH AND INSTALL WIRE MESH REINFORCEMENT (6"x6" W/19XW2.9)	SF	200	\$27.00	\$5,400.00	\$6.00	\$1,200.00	\$3.00	\$600.00	\$20.00	\$4,000.00
504	BRICK WALKWAYS	SF	100	\$20.00	\$2,000.00	\$35.00	\$3,500.00	\$25.00	\$2,500.00	\$75.00	\$7,500.00
505A	STUMP GRINDING UP TO AND INCLUDING 24" DIAMETER	EA	10	\$700.00	\$7,000.00	\$325.00	\$3,250.00	\$375.00	\$3,750.00	\$700.00	\$7,000.00
505B	STUMP GRINDING - GREATER THAN 24" AND LESS THAN 36" DIAMETER	EA	10	\$1,000.00	\$10,000.00	\$350.00	\$3,500.00	\$500.00	\$5,000.00	\$1,000.00	\$10,000.00
506A	TREE REMOVAL - UP TO AND INCLUDING 24" DIAMETER	EA	10	\$1,000.00	\$10,000.00	\$900.00	\$9,000.00	\$1,000.00	\$10,000.00	\$500.00	\$5,000.00
506B	TREE REMOVAL - GREATER THAN 24" AND LESS THAN 36" DIAMETER	EA	10	\$1,400.00	\$14,000.00	\$1,400.00	\$14,000.00	\$1,450.00	\$14,500.00	\$1,000.00	\$10,000.00
506C	TREE REMOVAL - GREATER THAN 36" DIAMETER	EA	10	\$1,750.00	\$17,500.00	\$1,800.00	\$18,000.00	\$1,800.00	\$18,000.00	\$3,500.00	\$35,000.00
507	CONTINGENCY ALLOWANCE	LS	1	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
				\$1,413,400.00		\$1,538,825.00		\$1,726,000.00		\$1,890,900.00	

* AS INDICATED ON THE ITEMIZED BID PROPOSAL, WHERE A DISCREPANCY EXISTS BETWEEN A PRICE IN WORDS AND NUMBERS, THE PRICE WRITTEN IN WORDS SHALL GOVERN. ROADWORK AHEAD'S ITEM 27X SHALL BE TOTAL PROPOSED CONTRACT TOTAL PRICE TO BE \$1,413,400.00



TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

MAY 9, 2023


TO : MEMORANDUM DOCKET

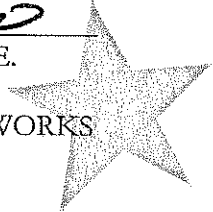
FROM : RICHARD W. LENZ, P.E., COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

SUBJECT: AWARD OF CONSTRUCTION CONTRACT
CONCRETE REPLACEMENT AT VARIOUS LOCATIONS
THROUGHOUT THE TOWN OF OYSTER BAY
CONTRACT NO. H23-261

On May 3, 2023, the Division of Purchasing received bids for the subject project. The Division of Engineering currently has the bids under review in preparation for a recommendation of award to be presented at the next docket committee meeting.

It is requested that a space be reserved at the Town Board meeting of May 23, 2023 for the Town Board to take action on the award of Contract No. H23-261.


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



RWL/MR/mr
Attachments

cc: Steven Ballas, Comptroller
John Tassone, Chief Deputy Commissioner/DPW-Highway
Thomas Scalfano, Division of Engineering

H23-161 DOCKET AWARD RESERVE

Meeting of May 23, 2023

Resolution No.350-2023

Reviewed By
Office of Town Attorney
Ralph P. Healey

WHEREAS, the Town of Oyster Bay solicited quotes from two (2) brokers, for the procurement of cyber and multimedia liability insurance coverage, and submitted multiple applications to, and received only one response other than a declination of coverage; and

WHEREAS, following the review of the response obtained by the brokers, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, by memorandum dated May 8, 2023, recommended that the Town's cyber and multimedia liability insurance coverage, for the period commencing February 28, 2023 through February 28, 2024, *nunc pro tunc*, be procured from Crum & Forster Specialty Insurance Company, through Salerno Brokerage Corp., for a total renewal premium of \$130,187.50; and

WHEREAS, Town Attorney Scalera, and Deputy Town Attorney Healey, by said memorandum, advised that the proposed vendor's disclosure questionnaire has been reviewed, and has satisfied the provisions of the Town's Procurement Policy,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted, and the Town Board hereby authorizes Crum & Forster Specialty Insurance Company to provide the Town of Oyster Bay with cyber and multimedia liability insurance coverage, through Salerno Brokerage Corp., for the period commencing February 28, 2023 through February 28, 2024, *nunc pro tunc*, for a total renewal premium of \$130,187.50; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. TWN AMS 1910 43010 602 0000 000; and be it further

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

#

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

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

Town of Oyster Bay
Inter-Departmental Memo

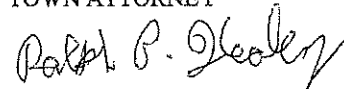
TO: Memorandum Docket
FROM: Office of the Town Attorney
DATE: May 8, 2023
SUBJECT: Cyber and Multimedia Liability Insurance

In order to protect its cyber interests, the Town issued a request for premium quotes for cyber and multimedia liability insurance coverage, for the period commencing February 28, 2023 through February 28, 2024. By utilizing the services of two (2) insurance brokers, the Town made inquiries, and submitted applications multiple carriers. Ultimately, the Town received only one (1) proposal from Crum & Forster Specialty Insurance Company ("Crum & Forster"), through Salerno Brokerage Corp. ("Salerno"). Said proposal quoted a renewal premium of \$130,187.50 for the above-specified coverage period, with a \$1,000,000.00 aggregate limit of liability, and a \$1,000,000.00 breach response limit of liability.

In light of the foregoing, the Office of the Town Attorney respectfully recommends that the Town Board obtain the Town's cyber and multimedia liability insurance coverage, from Crum & Forster, through Salerno, for a total renewal premium of \$130,187.50, for the period commencing February 28, 2023 through February 28, 2024, *nunc pro tunc*. The funds for the payment of said renewal premium shall be drawn from Account No. TWN AMS 1910 43010 602 0000 000. Town Board should authorize and direct the Town Comptroller to make payment for said premium, upon the submission of a duly certified claim therefor, after audit.

The proposed vendor's disclosure questionnaire has been reviewed, and has satisfied the provisions of the Town's Procurement Policy.

FRANK M. SCALERA
TOWN ATTORNEY



Ralph P. Healey
Deputy Town Attorney

RPH:rph
Attachments



gud
Reviewed By
Office of Town Attorney
Ralph P. Healey

WHEREAS, the Town of Oyster Bay solicited quotes from two (2) brokers, for the procurement of cyber and multimedia liability insurance coverage, and submitted multiple applications to, and received only one response other than a declination of coverage; and

WHEREAS, following the review of the response obtained by the brokers, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, by memorandum dated May 8, 2023, recommended that the Town's cyber and multimedia liability insurance coverage, for the period commencing February 28, 2023 through February 28, 2024, *nunc pro tunc*, be procured from Crum & Forster Specialty Insurance Company, through Salerno Brokerage Corp., for a total renewal premium of \$130,187.50; and

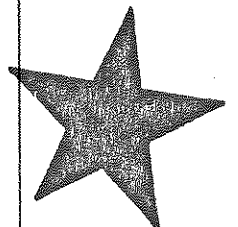
WHEREAS, Town Attorney Scalera, and Deputy Town Attorney Healey, by said memorandum, advised that the proposed vendor's disclosure questionnaire has been reviewed, and has satisfied the provisions of the Town's Procurement Policy,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted, and the Town Board hereby authorizes Crum & Forster Specialty Insurance Company to provide the Town of Oyster Bay with cyber and multimedia liability insurance coverage, through Salerno Brokerage Corp., for the period commencing February 28, 2023 through February 28, 2024, *nunc pro tunc*, for a total renewal premium of \$130,187.50; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. TWN AMS 1910 43010 602 0000 000; and be it further

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

#





SALERNO BROKERAGE CORP.

TOWNS & VILLAGES RISK MANAGEMENT CORP.

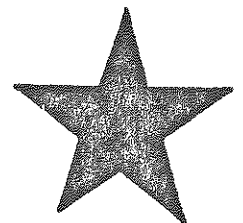
HEALTH & FITNESS RISK MANAGEMENT CORP.

117 Oak Drive, Syosset, New York 11791-4625 • 516-364-4044 • Fax: 516-364-5901
www.salernoins.com

**Town of Oyster Bay
2023 Cyber Insurance Marketing Efforts**

We approached the following markets:

1. Coalition - declined due to nature of operations.
2. Corvus- declined due to nature of operations.
3. Cowbell- declined due to revenue size.
4. Beazley- declined due to nature of operations.
5. HCC- cannot compete with Starrs terms.
6. Emergin Risk- can only consider excess.
7. Westchester- declined due to nature of operations.
8. Sompco- declined due to insured cyber controls.
9. Travelers- This is a decline since they don't have full MFA as mentioned below they MUST have Full MFA to consider.
10. Amtrust E&S- declined due to nature of operations.
11. Starr- quoted.
12. AWAC- declined due to nature of operations.
13. XL Catlin- declined due to nature of operations.
14. CFC- declined due to nature of operations.
15. Ambridge- pending response.
16. AIG- declined due to cyber controls.
17. Crum and Forster- Quoted.
18. CNA- declined due to nature of operations.
19. Resilience- cannot compete with Starr terms.
20. Axis- declined due to nature of operations.
21. Everest- pending review.





CRUM & FORSTER

A FARMERS COMPANY

Crum & Forster Specialty Insurance Company (Non-Admitted)

**A.M. BEST RATED
"A" (EXCELLENT)**

**C&F Simple Cyber
CYBER AND MULTIMEDIA LIABILITY INSURANCE
QUOTATION OF TERMS**

☐ NEW

☒ RENEWAL OF:

TO: Drew Decarolis

POLICY NUMBER: CYB-103803

AT: 89367-RPS - Cowles & Connell - Brewster, NY

EXPIRATION DATE: 02/25/2023

NAMED INSURED: TOWN OF OYSTER BAY
STREET ADDRESS: 54 Audrey Avenue
Oyster Bay, NY 11771-0000

PROPOSED POLICY PERIOD: Effective: 02/25/2023 Expiration: 02/25/2024
(12:01 a.m. local time at the address shown above)

POLICY FORM: Cyber and Multimedia Liability Insurance Policy, SC-POL-002 (01/22)

COVERAGE OPTIONS:

☒ A. Breach Costs

☒ C. Multimedia Liability
-contingent B/I & P/D

☒ E. Cyber Extortion Loss

☒ B. Cyber Liability
-network security & privacy liability
-regulatory liability and defense
-PCI fines and assessments
-contingent B/I & P/D

☒ D. eCrime Loss
-social engineering
-fraudulent funds transfer
-telephone system fraud
-invoice manipulation

☒ F. First Party Loss
-data asset loss
-loss of income and extra expense
-bricking
-reputational loss
-cryptojacking

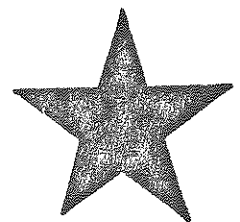
SERVICES: ☒ C&F Cyber Response Team - 24/7/365 ☒ CFcyberASSIST
-Phishing.com Simulations
-Knowledge Center
-Unlimited Advice

SUBJECTIVITIES:

This Quotation is subject to our receipt, review and underwriting approval of the following required additional information prior to binding:

1. Re-signed and dated application.
2. Name and contact information for the insured's employee authorized to work with the insurer in response to a Cyber Event.

SYSTEMIC EVENT: ☒ Not Excluded ☐ Excluded^A
If not excluded, premiums include a Systemic Event surcharge of 17.5%



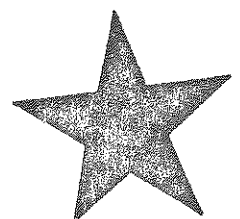
**CRUM & FORSTER**

A FARMERS GROUP COMPANY

	<u>Option1</u>	<u>Option2</u>	<u>Option3</u>	<u>Option4</u>
LIMITS OF LIABILITY:				
Aggregate Limit of Liability:	\$1,000,000	\$1,000,000	\$2,000,000	\$2,000,000
The above amount includes Claims Expenses unless amended by specific endorsement to this Policy.				
Breach Response Limit of Liability:	\$1,000,000	\$1,000,000	\$2,000,000	\$2,000,000
Sublimits of Liability:				
eCrime Loss Sublimit of Liability:	\$100,000	\$100,000	\$100,000	\$100,000
Dependent Business Sublimit of Liability:	\$250,000	\$250,000	\$250,000	\$250,000
Ransomware/Malware Sublimit of Liability:	\$1,000,000	\$1,000,000	\$2,000,000	\$2,000,000
Ransomware/Malware Coinsurance:	0%	0%	0%	0%
RETENTION: each incident or event	\$100,000	\$75,000	\$100,000	\$250,000
PREMIUM:	\$70,000	\$78,700	\$125,000	\$112,500
Policy premium is due within 30 days of the billing statement date				
CONTINUITY DATE:	02/25/2022			
Retroactive Date:	None (Full prior unknown acts)			
WAITING PERIOD:	14 hours			
THE FOLLOWING NOTICES AND ENDORSEMENTS, IF ANY, WILL BE ADDED TO THE BASIC POLICY:				
SC-POL-002 (01/22)	Cyber and Multimedia Liability Insurance Policy			
CS 07 001 01 21	Signature Page (Crum and Forster Specialty Insurance Company)			
IL P 001 01 04	U.S. Treasury Department's (OFAC) Advisory Notice to Policyholders			
SOP CF 07 16	Service of Process Clause (C&FS)			
SC-TRIA-001 (08/20)	Disclosure Pursuant to Terrorism Risk Insurance Act			
SC-END-001 (01/22)	Cap on Losses from Certified Acts of Terrorism			
SC-END-110 (07/22)	Choice of Law Endorsement - New York			
SC-END-094 (12/21)	Biometric Information Exclusion Endorsement			
SC-END-091 (09/22)	Breach Costs Aggregate Limit Endorsement			
IMPORTANT: PLEASE READ CAREFULLY				
In order to complete the underwriting process, we require that you send us the additional information ("subjectivities") requested above. We are not required to bind coverage prior to our receipt, review and underwriting approval of the above information. If between the date of this Quotation and the Effective Date of the proposed policy there is a significant adverse change in the condition of this Applicant, or an occurrence of an event, or other circumstances which could substantially change the underwriting evaluation of the Applicant, then, at our option, this Quotation may be withdrawn by written notice thereof to the Applicant. We also reserve the right to modify the final terms and conditions upon review of the completed application and any other information requested by the underwriter herein. If such material change in the risk is discovered after binding, the insurance coverage will be void ab initio ("from the beginning").				
This Quotation is conditioned upon the Applicant's agreement to accept delivery of the policy, endorsements and any policyholder notices by electronic means. The Applicant's acceptance of this Quotation signifies their agreement to this.				
Taxes and Fees: Any applicable taxes, surcharges or countersignature fees, etc., are in addition to the above premium.				
Surplus Lines Filings: Your office is responsible for making state surplus lines filings and complying with all applicable laws.				

THIS QUOTATION WILL REMAIN VALID UNTIL: 02/25/2023

Page 2 of 3





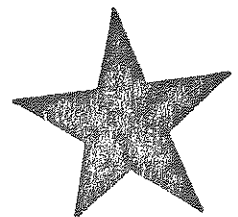
CRUM & FORSTER[®]

Thank you for the opportunity to quote terms on this Applicant. If you have any questions, please contact me.

C&F and Crum & Forster are registered trademarks of United States Fire Insurance Company.

About Crum & Forster:

The Crum & Forster Enterprise, which is part of Fairfax Financial Holdings Limited, is comprised of leading and well-established property and casualty business units. The insurance companies within the Enterprise, rated A (Excellent) by A.M. Best Company, are: United States Fire Insurance Company, The North River Insurance Company, Crum and Forster Insurance Company, Crum & Forster Indemnity Company, Crum & Forster Specialty Insurance Company, Seneca Insurance Company, Inc., Seneca Specialty Insurance Company, First Mercury Insurance Company, and American Underwriters Insurance Company.



Risk Placement Services, Inc - Fair Lawn
17-17 Route 208 North Suite 220
Fair Lawn, NJ 07410

NOTICE OF EXCESS LINE PLACEMENT

Date: 11/23/23

Town of Oyster Bay
54 Audrey Avenue
Oyster Bay NY, 11771

Consistent with the requirement of the New York Insurance Law and Regulation 41 Town of Oyster Bay is hereby advised that all or a portion of the required coverages have been placed by Salerno Brokerage Corporation with insurers not authorized to do an insurance business in New York and which are not subject to supervision by this State. Placements with unauthorized insureds can only be made under one of the following circumstances:

- I. A diligent effort was first made to place the required insurance with companies authorized in New York to write coverage of the kind requested; or
- II. No diligent effort was required because i) the coverage qualifies as an "Export List" risk, or ii) the insured qualifies as an "Exempt Commercial Purchaser."

Policies issued by such unauthorized insurers may not be subject to all of the regulations of the Superintendent of Insurance pertaining to policy forms. In the event of insolvency of the unauthorized insurers, losses will not be covered by any New York State security fund.

TOTAL COST FORM (NON TAX ALLOCATED PREMIUM TRANSACTION)

In consideration of your placing my insurance as described in the policy referenced below, I agree to pay the total cost below which includes all premiums, inspection charges⁽¹⁾ and a service fee that includes taxes stamping fees, and (if indicated) a fee⁽¹⁾ for compensation in addition to commissions received, and other expenses⁽¹⁾.

I further understand and agree that all fees, inspection charges and other expenses denoted by⁽¹⁾ are fully earned from the inception date of the policy and are non-refundable regardless of whether said policy is cancelled. Any policy changes which generate additional premium are subject to additional tax and stamping fee charges.

Re: Policy No.

Insurer Crum & Forster Specialty Insurance Company

Policy Premium

\$125,000.00

Insurer Imposed Charges:

Policy Fees⁽¹⁾

Inspection Fees⁽¹⁾

Total Taxable Charges

Service Fee Charges:

Excess Line Tax (3.60%)

\$4,500.00

Stamping Fee

\$187.50

Broker Fee⁽¹⁾

\$500.00

Inspection Fee⁽¹⁾

Other Expenses (specify)⁽¹⁾

\$

Total Policy Cost

\$130,187.50

Ralph P. Healey

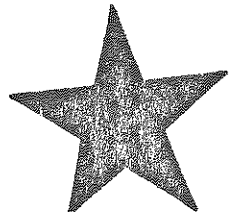
(Signature of Insured)

⁽¹⁾ = Fully earned

Ralph P. Healey

Deputy Town Attorney

For: Town of Oyster Bay



Meeting of May 23, 2023

Resolution No.351-2023

Reviewed By
Office of Town Attorney
Thomas M. Salas

WHEREAS, the Town Board of the Town of Oyster Bay has reviewed a proposed Local Law entitled "A LOCAL LAW TO AMEND THE CODE OF THE TOWN OF OYSTER BAY, NEW YORK, CHAPTER 4 ADMINISTRATION OF GOVERNMENT, ARTICLE XIV, DEPARTMENT OF ENVIRONMENTAL RESOURCES, BY DELETING AND REPLACING SECTIONS 4-148 AND 4-150, AMEND CHAPTER 156, NOISE, SECTION 156-3.C, AMEND CHAPTER 241, WATERWAYS, SECTION 241-9.D, AND TO AMEND CHAPTER 4 ADMINISTRATION OF GOVERNMENT, ARTICLE XI, PUBLIC WORKS DEPARTMENT, BY DELETING AND REPLACING SECTIONS 4-115 AND 4-117"; and

WHEREAS, a duly advertised Public Hearing on said legislation was held by the Town Board of the Town of Oyster Bay on May 9, 2023, 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, by memorandum dated May 18, 2023, recommended Town Board determination that the subject legislation 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. 26, pertaining to "routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment" and as such does not require completion of an Environmental Impact Statement or other environmental consideration,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board of the Town of Oyster Bay declares that such Local Law to amend the Code of the Town of Oyster Bay is a Type II Action, pursuant to the New York State Environmental Quality Review Act (6 NYCRR, Part 617, Section 617.5[c]), Type II Actions List, Item No. 26; and be it further

RESOLVED, That said Local Law ⁶ -2023, entitled "A LOCAL LAW TO AMEND THE CODE OF THE TOWN OF OYSTER BAY, NEW YORK, CHAPTER 4 ADMINISTRATION OF GOVERNMENT, ARTICLE XIV, DEPARTMENT OF ENVIRONMENTAL RESOURCES, BY DELETING AND REPLACING SECTIONS 4-148 AND 4-150, AMEND CHAPTER 156, NOISE, SECTION 156-3.C, AMEND CHAPTER 241, WATERWAYS, SECTION 241-9.D, AND TO AMEND CHAPTER 4 ADMINISTRATION OF GOVERNMENT, ARTICLE XI, PUBLIC WORKS DEPARTMENT, BY DELETING AND REPLACING SECTIONS 4-115 AND 4-117", is hereby adopted without change and shall take effect immediately upon filing with the Secretary of State; and be it further

RESOLVED, That the Town Attorney is hereby authorized and directed to file this Local Law with the Secretary of State.

-#-

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 May 23, 2023

Resolution No.352-2023

WHEREAS, the Town Board of the Town of Oyster Bay has reviewed a proposed Local Law entitled "A LOCAL LAW CREATING A BUILDING PERMIT AMNESTY PROGRAM FOR RESIDENTIAL AND NON-RESIDENTIAL PROPERTY OWNERS WITHIN THE TOWN OF OYSTER BAY"; and

WHEREAS, a duly advertised Public Hearing on said legislation was held by the Town Board of the Town of Oyster Bay on May 9, 2023, 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, by memorandum dated May 18, 2023, recommended Town Board determination that the subject legislation 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. 26, pertaining to "routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment" and as such does not require completion of an Environmental Impact Statement or other environmental consideration,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board of the Town of Oyster Bay declares that such Local Law to amend the Code of the Town of Oyster Bay is a Type II Action, pursuant to the New York State Environmental Quality Review Act (6 NYCRR, Part 617, Section 617.5[c]), Type II Actions List, Item No. 26; and be it further

RESOLVED, That said Local Law 7 -2023, entitled "A LOCAL LAW CREATING A BUILDING PERMIT AMNESTY PROGRAM FOR RESIDENTIAL AND NON-RESIDENTIAL PROPERTY OWNERS WITHIN THE TOWN OF OYSTER BAY", is hereby adopted without change and shall take effect immediately upon filing with the Secretary of State; and be it further

RESOLVED, That the Town Attorney is hereby authorized and directed to file this Local Law with the Secretary of State.

-#-

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
Thomas M. Salazar

WHEREAS, MASTDI ASSOCIATES LLC, fee owner, and SAMOLI CORP d/b/a PLATIA GREEK RESTAURANT, lessee, petitioned the Town Board of the Town of Oyster Bay for a Special Use Permit to allow for the maintenance and operation of a restaurant with an occupancy exceeding 75 people as well as the maintenance of an existing 7.5 ft. x 46 ft. addition to the building, and Site Plan Approval of related site improvements at premises located in a Neighborhood Business ("NB") zone, at 4 Berry Hill Road, Syosset, Town of Oyster Bay, County of Nassau, State of New York and described as Section 25, Block 19, Lots 5, 6 and 26, on the Land and Tax Map of Nassau County; and

WHEREAS, a duly advertised public hearing on said Petition was held by the Town Board of the Town of Oyster Bay on April 18, 2023, 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 and related documents and submitted its memorandum dated June 16, 2022, regarding the environmental impacts contemplated by said Petition and concluded 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, relative to "reuse of a residential or commercial structure, or of a structure containing mixed residential and commercial uses, where the residential or commercial use is a permitted use under the applicable zoning law or ordinance, including permitted by special use permit, and the action does not meet or exceeds any of the thresholds" in Section 617.4 of 6 NYCRR, Part 617, and does not require the completion of an Environmental Impact Statement, or any review or other procedural activities pursuant to SEQR/TEQR; and

WHEREAS, the Nassau County Planning Commission, by letter dated April 3, 2023, 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, Elizabeth L. Maccarone, then Commissioner, Department of Planning and Development, by memorandum dated November 28, 2022, advised that the Department of Planning and Development has reviewed the following six (6) plans prepared by John C. Moccio, R.A., JCM Architecture, P.C., Stony Point, New York:

Reviewed By
Office of Town Attorney
[Signature]

<u>SHEET NO.</u>	<u>TITLE</u>	<u>PREPARED BY</u>	<u>LAST REVISED DATE</u>
T1.1	Title Sheet	John C. Moccio, R.A.	08/18/2021
ST1.1	Site Alignment Plan	John C. Moccio, R.A.	08/18/2021
ST1.2	Site Lighting Plan	John C. Moccio, R.A.	10/12/2022
A1.1	Basement and First Floor Plans	John C. Moccio, R.A.	08/18/2021
A2.1	Exterior Elevations	John C. Moccio, R.A.	08/18/2021
A3.1	Building Sections	John C. Moccio, R.A.	08/18/2021

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, relative to "reuse of a residential or commercial structure, or of a structure containing mixed residential and commercial uses, where the residential or commercial use is a permitted use under the applicable zoning law or ordinance, including permitted by special use permit, and the action does not meet or exceeds any of the thresholds" in Section 617.4 of 6 NYCRR, Part 617, and does not require the completion of an Environmental Impact Statement, or any review or other procedural activities pursuant to SEQR/TEQR; and be it further

RESOLVED, That the Petition of MASTDI ASSOCIATES LLC, fee owner, and SAMOLI CORP d/b/a PLATIA GREEK RESTAURANT, lessee, for a Special Use Permit to allow for the maintenance and operation of a restaurant with an occupancy exceeding 75 people as well as the maintenance of an existing 7.5 ft. x 46 ft. addition to the building, and Site Plan Approval of related site improvements at premises located in a Neighborhood Business ("NB") zone, at 4 Berry Hill Road, Syosset, Town of Oyster Bay, County of Nassau, State of New York and described as Section 25, Block 19, Lots 5, 6 and 26, on the Land and Tax Map of Nassau County, is hereby GRANTED for the premises described as follows:

SCHEDULE A

ALL that certain plot, piece or parcel of land, situate, lying and being at Syosset, Town of Oyster Bay, County of Nassau, State of New York, bounded and described as follows:

BEGINNING at a point on the Easterly side of Berry hill Road (Oyster Bay Road) (Syosset-Oyster Bay Highway), distant 200.90 feet Southerly from the corner formed by the intersection of the Southerly side of East Street and the Easterly side of Berry Hill Road, which point of beginning is the Northwest corner of the premises herein described and the southwest corner of land now or formerly of Herbert E. Pecheur;

RUNNING THENCE along the last mentioned land South 82 degrees 12 minutes 40 seconds East 125.28 feet to land now or formerly of MJS Realty Inc.;

THENCE along the last mentioned land South 6 degrees 33 minutes 10 seconds West 118.28 feet to the Northerly side of Cold Spring Road (Syosset-Cold Spring Road) as widened;

THENCE Westerly along the Northerly side of Cold Spring Road (as widened) North 82 degrees 04 minutes 10 seconds West 124.89 feet to the Southeasterly end of a course which connects the Northerly side of Cold Spring Road (as widened) with the Easterly side of Berry hill Road;

THENCE along said course North 34 degrees 52 minutes 30 seconds West 4.33 feet to the Easterly side of Berry Hill Road;

THENCE along the Easterly side of Berry Hill Road North 7 degrees 47 minutes 20 seconds East 114.76 feet to the point or place of BEGINNING.

SAID premises being known as and by street address 4 Berry Hill Road, Syosset, New York, and described as Section 25, Block 19, and Lots 5 and 26 on the Land and Tax Map of the County of Nassau.

and be it further

RESOLVED, That the Petition herein granted is subject to 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 the Petition herein granted is subject to the Petitioners applying to the Town of Oyster Bay Zoning Board of Appeals for any necessary variance and said variances being granted; and be it further

RESOLVED, That in accordance with the memorandum of Elizabeth L. Maccarone, then Commissioner, Department of Planning and Development, dated November 28, 2022, the six (6) plans described herein are hereby approved.

-#-

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

Supervisor Saladino	Aye
Councilwoman Johnson ³ -	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

DECLARATION OF RESTRICTIVE COVENANTS

MASTDI ASSOCIATES LLC, fee owner, with a business address of 55 Jericho Turnpike, Jericho, New York 11753, and SAMOLI CORP. d/b/a Platia Greek Restaurant, lessee, with a business address of 4 Berry Hill Road, Syosset, New York 11791, (hereinafter collectively referred to as "Declarants"), do, by this declaration, dated _____, 2023, declare as follows:

WHEREAS, said Declarants, petitioned the Town Board for granting of a Special Use Permit to allow for the maintenance and operation of a restaurant with an occupancy exceeding 75 people as well as the maintenance of an existing 7.5 ft. x 46 ft. addition to the building, and Site Plan Approval of related site improvements at premises located in a Neighborhood Business ("NB") zone, at 4 Berry Hill Road, Syosset, Town of Oyster Bay, County of Nassau, State of New York and described as Section 25, Block 19, Lots 5, 6 and 26, on the Land and Tax Map of Nassau County; and

WHEREAS, a duly advertised public hearing on said Petition was held by the Town Board of the Town of Oyster Bay on April 18, 2023, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, the Town Board of the Town of Oyster Bay, by Resolution No. 354 - 2023, dated May 23, 2023, approved said application subject to the execution of a Declaration of Restrictive Covenants; and

WHEREAS, said Declarants, 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 4 Berry Hill Road, Syosset, Town of Oyster Bay, New York, which will run with the land and be binding upon said Declarants, their successors and/or assigns,

NOW, THEREFORE, said Declarants, do hereby covenant and declare as follows:

1. That the restrictions and covenants contained in all prior Resolutions and Declarations of Restrictive Covenants, shall remain in full force and effect, except as modified or amended by this Declaration.
2. Declarants must obtain a Public Assembly License from the Town of Oyster Bay Department of Planning and Development to allow for a maximum occupancy of 94 persons, and shall adhere to all conditions of said License when and if issued.
3. That adequate measures will be taken to ensure that no loitering takes place on the subject premises at any time.
4. That all driveway and parking areas shall be paved and maintained in good repair at all times and shall be provided with proper storm water drainage.

Reviewed By
Office of Town Attorney
Thomas M. Melillo

5. That the exterior of all structures, parking areas and all other installations shall be continually maintained in neat and good repair.

6. That the subject premises shall be continually policed and maintained as to be free of all papers, trash, debris or other discarded materials.

7. That all garbage, refuse and rubbish shall be placed and kept in suitable containers, emptied daily and disposed of in accordance with applicable statutes, ordinances, and laws.

8. That all shrubs, trees, grassed areas, crushed stone, planters, and landscaping shall be continually maintained in good and healthy condition and replaced when necessary.

9. That any and all signs that are to be erected and maintained are to comply with all applicable provisions of present laws or ordinances of the Town of Oyster Bay.

10. That all exterior lighting shall be directed onto the subject premises and no lighting is to be directed onto adjacent properties or roadway.

11. There shall be no outdoor speakers and no live music on the premises.

12. That no Certificate of Occupancy shall be issued unless and until the development of the site is in conformance with the below listed six (6) plans prepared by John Moccio, R.A., JCM Architecture, P.C., Stony Point, New York, reviewed in accordance with Section 246-6, "Site Plan Review", of the Zoning Code of the Town of Oyster Bay, recommended for acceptance by Elizabeth L. Maccarone, then Commissioner of the Department of Planning and Development, by memorandum dated November 28, 2022, and 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. Any major modifications to said plans subsequent to approval by the Town Board may be done only by Town Board Resolution. If a proposed modification is deemed minor by the Commissioner of the Department of Planning and Development, the Commissioner will have final approval of same. The plans are as follows:

SHEET NO.	TITLE	PREPARED BY	LAST REVISED DATE
T1.1	Title Sheet	John C. Moccio, R.A.	08/18/2021
ST1.1	Site Alignment Plan	John C. Moccio, R.A.	08/18/2021
ST1.2	Site Lighting Plan	John C. Moccio, R.A.	10/12/2022
A1.1	Basement and First Floor Plans	John C. Moccio, R.A.	08/18/2021
A2.1	Exterior Elevations	John C. Moccio, R.A.	08/18/2021
A3.1	Building Sections	John C. Moccio, R.A.	08/18/2021

13. 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, Nassau County, the State of New York and/or the United States of America.

14. 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, unless a cure for such violation has been commenced or is being diligently pursued.

15. 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

ALL that certain plot, piece or parcel of land, situate, lying and being at Syosset, Town of Oyster Bay, County of Nassau, State of New York, bounded and described as follows:

BEGINNING at a point on the Easterly side of Berry hill Road (Oyster Bay Road) (Syosset-Oyster Bay Highway), distant 200.90 feet Southerly from the corner formed by the intersection of the Southerly side of East Street and the Easterly side of Berry Hill Road, which point of beginning is the Northwest corner of the premises herein described and the southwest corner of land now or formerly of Herbert E. Pecheur;

RUNNING THENCE along the last mentioned land South 82 degrees 12 minutes 40 seconds East 125.28 feet to land now or formerly of MJS Realty Inc.;

THENCE along the last mentioned land South 6 degrees 33 minutes 10 seconds West 118.28 feet to the Northerly side of Cold Spring Road (Syosset-Cold Spring Road) as widened;

THENCE Westerly along the Northerly side of Cold Spring Road (as widened) North 82 degrees 04 minutes 10 seconds West 124.89 feet to the Southeasterly end of a course which connects the Northerly side of Cold Spring Road (as widened) with the Easterly side of Berry hill Road;

THENCE along said course North 34 degrees 52 minutes 30 seconds West 4.33 feet to the Easterly side of Berry Hill Road;

THENCE along the Easterly side of Berry Hill Road North 7 degrees 47 minutes 20 seconds East 114.76 feet to the point or place of BEGINNING.

SAID premises being known as and by street address 4 Berry Hill Road,
Syosset, New York, and described as Section 25, Block 19, and Lots 5, 6 and
26 on the Land and Tax Map of the County of Nassau.

IN WITNESS WHEREOF, the Declarants have hereunto set their hand and seal
the day and year first above written.

MASTDI ASSOCIATES LLC, Fee Owner

BY: _____

SAMOLI CORP., Lessee

BY: _____

STATE OF)
COUNTY OF) ss.:

On the day of in the year 2023 before me, the undersigned,
personally appeared , personally known to me or proved to me on the
basis of satisfactory evidence to be the individual whose name is subscribed to the within
instrument and acknowledged to me that he/she executed the same in his/her capacity(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

STATE OF)
COUNTY OF) ss.:

On the day of in the year 2023 before me, the undersigned,
personally appeared , personally known to me or proved to me on the
basis of satisfactory evidence to be the individual whose name is subscribed to the within
instrument and acknowledged to me that he/she executed the same in his/her capacity(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, the Town of Oyster Bay acknowledges the crucial role that local Chambers of Commerce and Business Associations play in supporting small businesses, fostering commerce, and establishing connections with potential customers; and

WHEREAS, as part of the Town's ongoing commitment to support the community, and to aid in its economic recovery in the wake of the Coronavirus Pandemic, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, and John R. Sarcone, Deputy Commissioner, by memorandum dated May 15, 2023, requested that the Town Board authorize the Department to award a one-time grant, in an amount not to exceed Six Hundred Thousand Dollars (\$600,000.00), to the Nassau Council Chambers of Commerce, P.O. Box 365 Bellmore, New York 11710, to be disbursed to up to twelve (12) eligible Chambers of Commerce/Business Associations within the Town of Oyster Bay, in an amount not to exceed Fifty Thousand Dollars (\$50,000.00) per recipient, and subject to the following rules, provisions, restrictions, terms and conditions:

REVIEWED BY
OFFICE OF TOWN ATTORNEY
Robert P. Healy

1. Grants may be used for various purposes, including, but not limited to:
 - a. Community investments, such as beautification initiatives, one-time or recurring community events, job fairs and other programs aimed at attracting business to downtown areas.
 - b. Operations and maintenance expenses, such as member management software, digital media advertising, business education, staffing, property taxes, utilities, rent, lease or purchase of equipment, inventory and supplies, etc.
2. Eligible Chambers of Commerce/Business Associations shall be required to meet eligibility criteria for this program as established by the Nassau County Council of Chambers of Commerce:
 - a. Primarily serve businesses within the Town of Oyster Bay, and at least Seventy Five Percent (75%) of the membership should have a physical presence, office or mailing address within the Town of Oyster Bay;
 - b. Have been operating prior to January 1, 2021, and still be in operation at the time of the application;
 - c. Have held meetings at least quarterly in 2022;

- d. Be in good standing, and current, on all federal, state and local tax obligations, and have no outstanding judgements or liens; and

WHEREAS, Commissioner Sammartano and Deputy Commissioner Sarcone, by said memorandum, advised that the funds for said payment are available in Account No. TWN-A-1989-48940-542-0000-ARPA Business Grants, and that since the Program shall be utilizing American Rescue Plan Act ("ARPA") funds, no Town monies shall be used to fund said Program,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of Intergovernmental Affairs is authorized to award a one-time grant, in an amount not to exceed Six Hundred Thousand Dollars (\$600,000.00), to the Nassau County Counsel Chambers of Commerce, to be disbursed to up to twelve (12) eligible Chambers of Commerce/ Business Organizations, within the Town of Oyster Bay, in an amount not to exceed Fifty Thousand Dollars (\$50,000.00) per grant recipient, and subject to the foregoing, rules, provisions, restrictions, terms and conditions; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. TWN-A-1989-4890-542-0000-ARPA Business Grants, and that since the Program shall utilize American Rescue Plan Act (ARPA) funds, no Town monies shall be used to fund said program; and be it further

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

#

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

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

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

TO: Memorandum Docket

FROM: Frank Sammartano, Commissioner
Department of Intergovernmental Affairs

DATE: May 15, 2023

SUBJECT: CHAMBER OF COMMERCE/ BUSINESS ASSOCIATIONS GRANT
PROGRAM

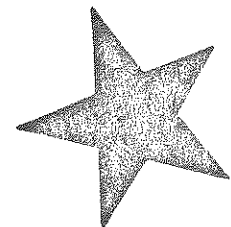
The Town of Oyster Bay acknowledges the crucial role that local Chambers of Commerce and Business Associations play in supporting small businesses, fostering commerce, and connecting them with potential customers. As part of the Town's commitment to supporting the local community and aiding its economic recovery, the Department of Intergovernmental Affairs respectfully request Town Board authorization to award a one-time grant in an amount up to \$600,000 to the Nassau Council Chamber of Commerce to be disbursed up to 12 eligible Chambers of Commerce/Business Associations in the Town of Oyster Bay in an amount not to exceed \$50,000 per grant recipient.

Grants may be used for various purposes including but not limited to:

- Community investments such as beautification initiatives, one time or reoccurring community events, job fairs and other programs aimed at attracting business to downtown areas.
- Operations and maintenance expenses such as member management software, digital media advertising, business education, staffing, property taxes, utilities, rent, lease or purchase of equipment, inventory and supplies etc.

Eligible Chambers of Commerce/Business Associations will be required to meet the eligibility criteria for this program established by the Nassau Council of Chambers of Commerce:

- Primarily serve businesses within the Town of Oyster Bay and at least 75% membership should have a physical presence, office or mailing address, in the Town of Oyster Bay;
- Have been operating prior to January 1, 2021, and still be in operation at the time of application;
- Have held meetings at least quarterly in 2022

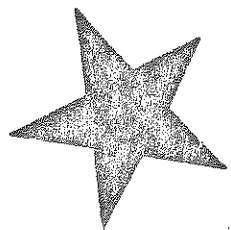


- Be in good standing and current on all federal, state and local tax obligation and have no outstanding liens or judgments.

Funds for the Chamber Of Commerce Community Grant Program are available in account TWN-A-1989-48940-542-0000 – ARPA Business Grants. Because this program will be utilizing American Rescue Plan Act (ARPA) funds, town monies will not be used to fund this program.

The Department of Intergovernmental Affairs respectfully requests the rules be suspended and the matter placed on the Town Board calendar of May 23, 2023.

John R. Sammartano for Frank V. Sammartano
Deputy Commissioner
Commissioner
Department of Intergovernmental Affairs



TOWN OF OYSTER BAY



CHAMBER OF COMMERCE | BUSINESS ASSOCIATION COMMUNITY GRANT PROGRAM

OVERVIEW

The Town of Oyster Bay acknowledges the crucial role that local Chambers of Commerce and Business Associations play in supporting small businesses, fostering commerce, and establishing connections with potential customers. However, many of these organizations have been significantly impacted by the Covid-19 pandemic, leading to economic and financial hardships. As part of the Town's commitment to supporting the local community and aiding its economic recovery, we are pleased to announce the creation of a one-time grant opportunity of up to \$50,000 for eligible Chambers of Commerce and Business Associations in the Town of Oyster Bay. *This opportunity is administered by the Nassau Council of Chambers of Commerce and applicants must meet the eligibility requirements noted below.*

ELIGIBILITY REQUIREMENTS

Applicants must:

- Primarily serve businesses within the Town of Oyster Bay and at least 75% of membership should have a physical presence, office or mailing address, in the Town of Oyster Bay;
- Have been operating prior to January 1, 2021 and still be in operation at the time of application;
- Have held meetings at least quarterly in 2022;
- Be in good standing and current on all federal, state, and local tax obligations and have no outstanding liens or judgements.

ELIGIBLE USES OF FUNDS

Funds may be used for various purposes aimed at mitigating the economic and financial impacts COVID-19, including but not limited to:

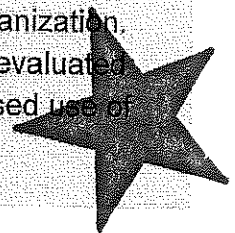
- Operations and Maintenance expenses such as member management software, digital media advertising, business education, staffing, property taxes, utilities, rent, lease or purchase of equipment, inventory and supplies etc.;
- Community Investments such as beautification initiatives, one-time or reoccurring community events, job fairs, and other programs aimed at attracting business to downtown areas.

REQUIRED DOCUMENTS

Eligible grant applicants are required to submit:

- Grant Application and Budget Proposal
- 2019, 2020, 2021 Federal Tax Returns (all pages and schedule if the entity was in operation)
- Organizational Documents (Articles of incorporation, Certificate of Organization)

*Please note: Grant funding is available up to \$50,000 and one application per organization. The deadline to apply for this opportunity is August 30, 2023. Applications will be evaluated based on specific criteria, including the organization's mission, its need and proposed use of grant funds, and potential impact on the local community.



Meeting of May 23, 2023

Resolution No.356-2023

WHEREAS, in 2021, the United States Department of the Treasury created two (2) Emergency Rental Assistance ("ERA") Programs, to provide funds to eligible municipalities, for the purpose of rendering financial assistance to households unable to pay rent and/or utilities, either through existing or newly-created rental assistance programs; and

WHEREAS, by Resolution No. 350-2021, adopted on June 15, 2021, the Town Board authorized the Supervisor and/or his designee to execute a Subrecipient Agreement on behalf of the Town of Oyster Bay ("Town") with the Long Island Housing Partnership, Inc., 180 Oser Avenue, Suite 800, Hauppauge, New York 11788 ("LIHP"), appointing LIHP as a third-party administrator of the Town's ERA Program, for a two-year term commencing June 15, 2021 through June 14, 2023; and

WHEREAS, under the terms of the Subrecipient Agreement which was executed, the maximum value of the funds LIHP was authorized to administer was \$15,417,654, with funding provided by the United States Department of the Treasury, with up to \$14,000,259 allocated as Emergency Rental Assistance grants to approved applicants and up to \$1,417,395 allocated as LIHP's Administrative Fees; and

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated May 15, 2023, advised that the Department was advised by LIHP that they required an additional \$116,794.18 in Administrative Fees in order to administer the Town's ERA Program, due to the unprecedented nature of the Coronavirus Pandemic and challenges in administering newly created federal programs in response to the pandemic; and

WHEREAS, Commissioner Sammartano, by said memorandum, recommended LIHP's request for additional funding, and requested and recommended that the increase of \$116,794.18 be accomplished by transferring the amount of \$81,937.02, in unused funds, across budget lines within the Subrecipient Agreement, and authorizing an increase in funds under the Agreement by an amount not to exceed \$34,857.16, resulting in the maximum value of the Subrecipient Agreement being \$15,452,511.16; and

WHEREAS, Commissioner Sammartano, by said memorandum, further advised that all funds pertaining to the Town's ERA Program, inclusive of the proposed increase, are provided through the United States Department of the Treasury and are of no cost to the Town,

Reviewed By
Office of Town Attorney

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation as set forth hereinabove are accepted and approved, and the funding for the Subrecipient Agreement between the Town and LIHP is hereby increased by an amount not to exceed \$34,857.16, thereby increasing the maximum value of the Subrecipient Agreement to \$15,452,511.16, and increasing LIHP's Administrative Fees thereunder by \$116,794.18; and be it further

RESOLVED, That the funds for said payment shall be provided through the United States Department of the Treasury ERA I and ERA II Programs, and therefore shall constitute no cost to the Town of Oyster Bay; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment to LIHP, in an amount not to exceed \$34,857.16, from Account No. IGA-CD-8676-44800-000-CV21, upon the presentation of a duly certified claim, after audit.

#

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

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

TOWN OF OYSTER BAY

356

INTER-DEPARTMENTAL MEMO

TO: MEMORANDUM DOCKET

FROM: FRANK V. SAMMARTANO, COMMISSIONER
INTERGOVERNMENTAL AFFAIRS


DATE: MAY 15, 2023

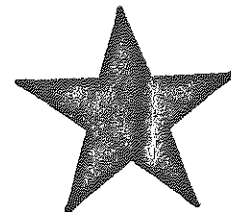
SUBJECT: EMERGENCY RENTAL ASSISTANCE PROGRAM
LONG ISLAND HOUSING PARTNERSHIP – PROGRAM ADMINISTRATION
SERVICES

Resolution Number 350-2021 (Enclosed) authorized the Town to enter into a Subrecipient Agreement for U.S. Department of Treasury Emergency Rental Assistance (Subrecipient Agreement) with the Long Island Housing Partnership, Inc. (LIHP). Through this Subrecipient Agreement, LIHP serves as a third-party administrator of the Town's Emergency Rental Assistance Program for a period of June 15, 2021 through June 14, 2023. The maximum value of the Subrecipient Agreement is equal to \$15,417,654.00 with up to \$14,000,259.00 allocated as Emergency Rental Assistance grants to approved applicants and up to \$1,417,395.00 allocated as LIHP's Administrative Fees. All funding being applied to the Town of Oyster Bay's Emergency Rental Assistance Program are provided through the United States Department of Treasury, and are therefore, at no cost to the Town of Oyster Bay.

Per the attached letter, LIHP requires an additional \$116,794.18 in Administrative funding in order to administer the Town's Emergency Rental Assistance Program through the intended end-date of June 14, 2023. Given the unprecedented nature Coronavirus Pandemic and challenges in administering newly created federal programs in response to the pandemic, the Department of Intergovernmental Affairs agrees with LIHP's request for additional Administrative funding and recommends accommodating this request. The proposed increase to LIHP's Administrative fees, in the amount of \$116,794.18, may be accomplished by transferring \$81,937.02 in unused funds across budget lines within the Subrecipient Agreement and therefore, only requiring an increase to the Subrecipient Agreement in the amount of \$34,857.16.

It is, therefore, respectfully requested that the Town Board adopt an authorizing Resolution to increase the Subrecipient Agreement for U.S. Department of Treasury Emergency Rental Assistance between the Long Island Housing Partnership, Inc. and the Town of Oyster Bay in the amount of \$34,857.16, thereby, increasing the maximum value of the Subrecipient Agreement from \$15,417,654.00 to \$15,452,511.16. All funding pertaining to the Town's Emergency Rental Assistance Program, inclusive of this proposed increase, are provided through the U.S. Department of Treasury and are of no cost to the Town of Oyster Bay. Kindly suspend the rules and place this matter on the Town Board Action Calendar of May 23, 2023.


Frank V. Sammartano,
Commissioner



LONG ISLAND HOUSING PARTNERSHIP, INC. AND AFFILIATES

A Private Not-for-Profit Developer, Sponsor and Facilitator of Affordable Homes



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Kevin S. Law
TRITEC Real Estate Company

Vice Chairman

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A&T Bank

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Lawrence S. Jones

Bethpage Federal Credit Union

Steven Cannella

Brookhaven National Laboratory

Capital One Bank

Laura A. Cassell

Catholic Charities of Long Island

Citi

Peter Klein

Developer

Richard J. Locke

Direct Energy Business

Shirley E. Coverdale

Family Community Life Center

Robert C. Creighton

Farrell Fritz, P.C.

Rev. Dr. Daris Dixon-Clark

First Baptist Church

Vincent E. Giovinco

Flushing Bank

HSBC Bank USA

Kevin M. Harvey

JBK, Local 25

Richard D. DeVerna

JPMorgan Chase

Matthew Cohen

Long Island Association

Mario Paventi Dilts

Long Island Board of Realtors

Peter G. Florey

Long Island Builders Institute

Patrick G. Halpin

Mercury, LLC

Brian Sapp

National Grid

Andrea Rothchild

Newsday

Michael A. Fields

New York Community Bank

Christopher M. Hahn

PSEG

Thomas P. Dejesu

RedL and Strategies

Vladimir Ortega

Webster Bank

Christopher McKeever

Stewart Title Insurance Company

Steven Krieger

The Engel Burman Group

Robert J. Coughlan

TRITEC Real Estate Company

Peter J. Elkowitz, Jr.
*President
Chief Executive Officer*

James Britz
*Executive Vice-President
Chief Operating Officer*

Valerie Canny
Chief Financial Officer

Jill Rosen-Nikoloff
*Senior Vice President/
General Counsel/
(Compliance Officer)*

Counsel

Edward Puerta
Nixon Peabody LLP

April 17, 2023

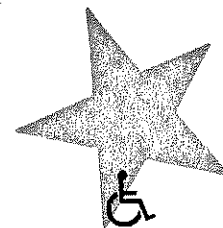
Mr. Colin Bell
Town of Oyster Bay
Dept. of Intergovernmental Affairs
977 Hicksville Road
Massapequa, New York 11758

Dear Mr. Bell:

As you are aware, Long Island Housing Partnership, Inc. (LIHP) currently administers the Emergency Rental Assistance Program (ERAP) on behalf of the Town of Oyster Bay. Since program inception in June of 2021, LIHP has received approximately 1,400 intake forms and disbursed over \$9.7 million in direct assistance to eligible households.

LIHP is respectfully requesting an amendment to its existing ERAP Subrecipient Agreement with the Town, dated as of June 15, 2021 (the "Agreement"), to increase the original allocation of funds to cover LIHP's project delivery and administrative costs. The current budget (attached to the Agreement) estimated \$1,417,395 in costs related to planning, project delivery, direct program costs, administration, and overhead for LIHP. LIHP is requesting an additional \$ 116,794.18 to continue providing services through June 14, 2023, the current contract end date. As previously discussed with the Town, several factors related to the increased costs incurred by LIHP:

- a) LIHP engaged with local agencies and other nonprofits to provide residents with local application and language assistance, as needed. The costs associated with engagement of these agencies exceeded our original estimations.
- b) To ensure proper prioritization of intakes received and appropriate participation in the program, LIHP closed and re-opened its intake period six times, resulting in additional advertising and outreach costs.
- c) As the program progressed, LIHP increasingly spent time on files that did not result in an outlay of direct assistance, due to disqualification. In the past 4 months alone, over 44% of applications were subsequently deemed ineligible or not qualified and, therefore, resulted in costs for project delivery and administration, but no ultimate direct assistance disbursement.



- d) US Treasury deadlines for the disbursement of Round 1 funds resulted in a loss of approximately \$47,000 in administrative funds.
- e) Lastly, LIHP staff encountered a great deal of suspected fraud within the program. As a result of, LIHP spent many unanticipated hours investigating these files, collecting documentation, and corresponding with the Town and the Nassau County District Attorney's Office.

All of the above-referenced items resulted in an overall unanticipated increase in our staff time.

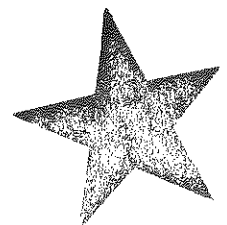
Please do not hesitate to contact us if you have any questions or need any further information related to this matter.

Thank you for your consideration.

Sincerely,



Peter J. Elkowitz
President and CEO



WHEREAS, the United States Department of the Treasury created two separate Emergency Rental Assistance (ERA) Programs, which provide funds to eligible Municipalities for the purpose of providing financial assistance for households unable to pay rent and utilities, through existing or newly created rental assistance programs; and

WHEREAS, the Town of Oyster Bay is in receipt, from the United States Department of the Treasury, \$8,850,711.90, provided through ERA Program 1, as made available through the Consolidation Appropriations Act of 2021, and \$7,003,154.10, provided through ERA Program 2, as made available through the American Rescue Plan Act of 2021; and

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated June 8, 2021, advised that a request for proposals ("RFP") was issued to procure services for assistance with the administration of the ERA Programs, with funding for these services provided through the U.S. Department of Treasury ERA 1 and ERA 2 Programs, at no cost to the Town, and that the Department of Intergovernmental Affairs received four (4) responses; and

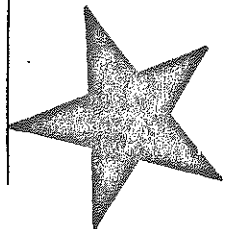
WHEREAS, following a review and evaluation of all the responses, in compliance with the requirement of Guidelines 6 and 9 of the Town's Procurement Policy, Commissioner Sammartano, by the aforementioned memorandum, requested and recommended that the Town Board authorize Long Island Housing Partnership, Inc., to perform services for assistance with the administration of the ERA Programs, in an amount not to exceed \$1,417,395, with funding for this purpose available in Account Number IGA-CD-8676-44800-000-CV21, said funding provided through the U.S. Department of Treasury ERA 1 and ERA 2 Programs, at no cost to the Town, for a period commencing June 15, 2021 through June 14, 2023; and

WHEREAS, Commissioner Sammartano, by said memorandum, further advised that the Office of the Inspector General has reviewed the proposed vendors' disclosure questionnaires and is satisfied that the Town's Procurement Policy has been fulfilled,

WHEREAS, Commissioner Sammartano, by said memorandum, further requests authorization for the Supervisor and/or his authorized designee to execute an Agreement, as approved by the Office of the Town Attorney, with Long Island Housing Partnership, Inc., for the purpose of providing services for assistance with the administration of the ERA Programs,

SAF.

Reviewed By
Office of Town Attorney



Resolution No. 350-2021

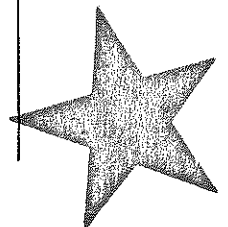
NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, and the Supervisor and/or his designee are authorized to execute an Agreement with Long Island Housing Partnership, Inc., in an amount not to exceed \$1,417,395.00, with funding provided through the U.S. Department of Treasury ERA 1 and ERA 2 Programs, at no cost to the Town, for a period commencing June 15, 2021 through June 14, 2023; and be it further

RESOLVED, That the Comptroller is hereby authorized to make payment to Long Island Housing Partnership, Inc., in an amount not to exceed \$1,417,395.00, upon presentation of a duly certified claim, after audit and that the funds for said payment shall be drawn from Account No. IGA-CD-8676-44800-000-CV21.

#

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 May 23, 2023

Resolution No.357-2023

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, Richard LaMarca, Town Clerk, by memorandum dated May 18, 2023, has requested that the Town Board appoint Aida D'Amore as a Marriage Officer for the Town of Oyster Bay on an as needed basis; and

WHEREAS, pursuant to Domestic Relations Law Section 11-c and General Municipal Law Section 805-b, a fee may be accepted by a Marriage Officer for each marriage officiated, with such fees to be paid by or on behalf of the persons married,

NOW THEREFORE, BE IT RESOLVED, That pursuant to New York State Domestic Relations Law Section 11-c and General Municipal Law Section 805-b, the Town Board hereby appoints Aida D'Amore as a Marriage Officer for the Town of Oyster Bay on an as needed basis; and be it further

RESOLVED, That pursuant to Domestic Relations Law Section 11-c and General Municipal Law Section 805-b, fees for marriage ceremonies may be accepted by the Marriage Officer, and may be paid by or on behalf of the persons married.

-#-

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**

Date: May 18, 2023
To: MEMORANDUM DOCKET
From: Richard LaMarca, Town Clerk
Subject: Appointment of Aida D'Amore as Marriage Officer

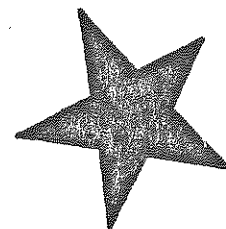
It is hereby requested that the Town Board appoint Aida D'Amore, of the Parks department as a marriage officer on an as needed basis.

Pursuant to Domestic Relations Law section 11-c and General Municipal Law Section 805-b, a fee may be accepted by a marriage officer for each marriage officiated; with such fee to be paid by or on behalf of the persons married.

Kindly suspend the rules and place this matter on the Town Board calendar of May 23rd 2023.


Richard LaMarca
Town Clerk

RL/lg



WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated May 18, 2023, advised that the Division of Purchasing received bids for the award of a construction contract with respect for Fireman's Field Green Infrastructure Improvements and the consulting engineer reviewed the five (5) bids submitted, and Metro Paving, LLC, 500 Patton Avenue, West Babylon, New York 11704, submitted the lowest responsive bid, in the amount of \$2,896,600.00; and

WHEREAS, Commissioner Lenz, by said memorandum, reported that Steven Feihel, P.E., Senior Civil Engineer, Cameron Engineering & Associates, L.L.P., by letter dated May 18, 2023, recommended the award of Contract No. DPW22-229 to Metro Paving, LLC, in the amount of \$2,896,600.00. In accordance with Town policy, an additional \$144,830.00 should be applied to the low bid amount for potential quantity increases for a total bid encumbrance of \$3,041,430.00; and

WHEREAS, Commissioner Lenz, by said memorandum, further advised that the estimated construction time for completion of the subject contract is one hundred twenty (120) calendar days, and that funds are available in Account No. TWN-A-1989-48940-540-0000; and

WHEREAS, This project is to be funded in full with use of Coronavirus State and Local Fiscal Recovery Program (SLFR) funding, as provided through the American Rescue Plan Act and the Town is in receipt of its full SLFR funding; and

WHEREAS, Commissioner Lenz, by said memorandum, recommended and requested Contract No. DPW22-229, Fireman's Field Green Infrastructure Improvements, be awarded to Metro Paving, LLC, in the amount of \$2,896,600.00; and

WHEREAS, Commissioner Lenz, by said memorandum, also advised the Board that the proposed vendor's disclosure questionnaire has been reviewed and has satisfied the Town's Procurement Policy,

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation as hereinabove set forth are accepted and approved, and Contract No. DPW22-229 for Fireman's Field Green Infrastructure Improvements is awarded to Metro Paving, LLC, 500 Patton Avenue, West Babylon, New York 11704, in the total amount of the bid of \$2,896,600.00, with an additional \$144,830.00 applied to the low bid amount for a total bid encumbrance of \$3,041,430.00.

-#-

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

Reviewed By
Office of Town Attorney

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

May 18, 2023

TO : MEMORANDUM DOCKET

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

SUBJECT: AWARD OF CONSTRUCTION CONTRACT
FIREMAN'S FIELD GREEN INFRASTRUCTURE IMPROVEMENTS
CONTRACT NO. DPW22-229
ACCOUNT NO. TWN-A-1989-48940-540-0000
SUSPEND THE RULES

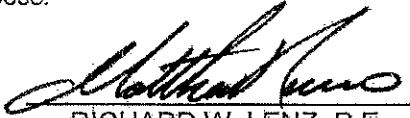
The Division of Purchasing received bids for the subject project and the consulting engineer reviewed the bids. Metro Paving, LLC, located at 500 Patton Avenue, West Babylon, NY 11704, with Federal I.D. # [REDACTED] submitted the lowest responsive bid among five (5) in the amount of \$2,896,600.00.

Attached is a letter dated May 18, 2023, from the office of Cameron Engineering & Associates, L.L.P., recommending the award of this contract to Metro Paving LLC in the amount of \$2,896,600.00. In accordance with Town Policy, \$144,830.00 should be applied to the low bid amount for potential quantity increases for a total bid encumbrance of \$3,041,430.00.

The estimated construction time for completion of the subject contract is 120 calendar days. Funds are available for the subject contract work in Account No.: TWN-A-1989-48940-540-0000. This project is to be funded in full with use of Coronavirus State and Local Fiscal Recovery Program (SLFR) funding, as provided through the American Rescue Plan Act. The Town is in receipt of its full SLFR funding. Funds for this initiative will be in accordance with the guidelines set forth by the New York State Office of the Comptroller.

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

We concur with the recommendation of Cameron Engineering & Associates, L.L.P. and request that the Town Board suspend the rules to take action at the May 23, 2023 Town Board Meeting to award Contract No. DPW22-229 to Metro Paving, LLC in the total bid amount of \$2,896,600.00 and that \$144,830.00 be applied to the low bid amount for a total bid encumbrance of \$3,041,430.00, and that the Office of the Comptroller be directed to issue an encumbrance for this purpose.

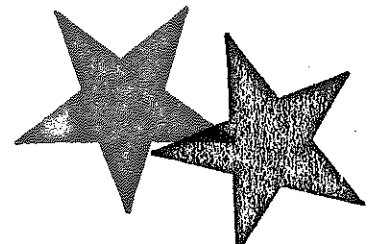

for, RICHARD W. LENZ, P.E.
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

RWL/MR/CC/lc

Attachments

cc: Steven C. Ballas, Comptroller
Ralph Raymond, Commissioner/General Services
John C. Tassone, Chief Deputy Commissioner - Department of Public Works/Highway Division
Colin Bell, Deputy Commissioner/Department of Environmental Resources

DPW22-229 Docket Contract Award to Metro Paving LLC





CAMERON ENGINEERING

an **IMEG** company

May 18, 2023

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: DPW22-229
Fireman's Field Infrastructure Improvements
Bid Review and Recommendation of Award
CE 3257

Dear Mr. Russo:

Cameron Engineering & Associates, an IMEG Company (Cameron Engineering) has reviewed the Bid Proposals received for the Fireman's Field Infrastructure Improvements. The totals of the Bid Proposals submitted, listed in order of the Bid Amount, are as follows:

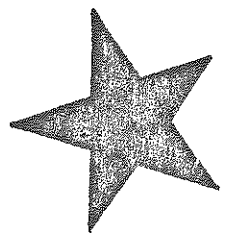
<u>Contractor</u>	<u>Total Bid</u>
Metro Paving, LLC	\$2,896,600.00
Laser Industries, Inc.	\$2,899,350.00
G&M Earth Moving	\$3,015,000.00
Galvin Bros	\$3,126,736.00
JRCruz Corp.	\$4,200,000.00

Metro Paving, LLC is the apparent low bidder at \$2,896,600. This bid is lower than the Engineer's estimate of \$3,400,399. The lower bid costs can be attributed to soliciting competitive bids and current market conditions.

A conference call with Metro Paving, LLC was held on May 18, 2023 at 1:00PM to review their bid, the scope, and the schedule of the project. During this call, Denis Kellerman (representative of Metro Paving, LLC) stated they can complete the work in accordance the Contract Documents and at the bid prices. Metro Paving confirmed that they visited the site and indicated they understood the scope of work and can also satisfy the Project Schedule.

Active Member of **ACEC New York** **NY**

177 Crossways Park Drive, Woodbury, NY 11797 / (516) 827-1900 1411 Broadway, Suite 610, New York, NY 10018 / (212) 324-4000
303 Old Tarrytown Road, 1st Floor, White Plains, NY 10603 / (914) 721-8300

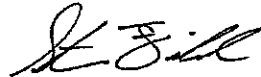


Cameron Engineering and the Town of Oyster Bay are familiar with Metro Paving, LLC. They have completed several similar projects on Long Island. A bid bond in the amount of 5% of the bid was provided.

Cameron Engineering has no objection to the Town of Oyster Bay awarding the contract to the lowest responsible bidder, Metro Paving, LLC.

Should you have any questions or require additional information, please do not hesitate to contact our office.

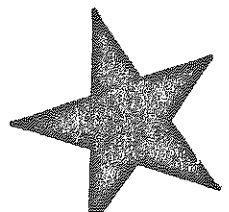
Very truly yours,



Steven Feihel, P.E.
Senior Civil Engineer

cc:

K:\C3250-3299\CE3257 - TOB Firemans Field_Construction\Bid Phase\20230518_2_notice of Award\20230518_Notice of Award.doc



Meeting of May 23, 2023

Resolution No.359-2023

WHEREAS, Winsome Citarella, Village Clerk, Incorporated Village of Brookville, ("Village"), by letter dated May 17, 2023, requested that the Town enter into an Inter Municipal Agreement with the Village, allowing the Village permission to fuel the Village's vehicles at the Town of Oyster Bay's refueling stations; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, requested that the Office of the Town Attorney prepare an Inter-Municipal Agreement with the Village, allowing the Village permission to fuel the Village's vehicles at the Town of Oyster Bay's refueling stations, for the period June 1, 2023 through July 31, 2029; and

WHEREAS, Frank M. Scalera, Town Attorney, and Elizabeth A. Faughnan, Deputy Town Attorney, by memorandum dated May 18, 2023, recommended and requested that the Town Board authorize the Supervisor, or his designee, to execute an agreement between the Town and the Incorporated Village of Brookville allowing said Village to purchase fuel for its vehicles by allowing Village vehicles to refuel at the Town of Oyster Bay's various refueling stations, for the period, from June 1, 2023 through and including July 31, 2029,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation and request as hereinabove set forth are accepted and approved, and the Supervisor, or his designee, is hereby authorized to execute an agreement between the Town and the Incorporated Village of Brookville allowing said Village to purchase fuel for its vehicles by allowing Village vehicles to refuel at the Town of Oyster Bay's various refueling stations, for the period, from June 1, 2023 through and including July 31, 2029.

#

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

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

MA
Reviewed By
Office of Town Attorney
Elizabeth A. Faughnan

Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET
FROM: OFFICE OF THE TOWN ATTORNEY
DATE: May 18, 2023
SUBJECT: Inter-Municipal Agreement with Incorporated Village of Brookville
for Use of the Town's Fueling Stations

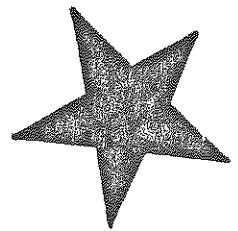
Winsome Citarella, Village Clerk, Incorporated Village of Brookville, ("Village"), by letter dated May 17, 2023, requested to enter into an Inter-Municipal Agreement with the Town, allowing the Village permission to fuel the Village's vehicles at the Town of Oyster Bay's refueling stations. Richard W. Lenz, P.E., Commissioner, Department of Public Works, requested that the Office of the Town Attorney prepare an Inter-Municipal Agreement with the Village for the period, June 1, 2023 through July 31, 2029.

This Office recommends and requests that the Town Board authorize the Supervisor or his designee to execute the attached Inter-Municipal Agreement with the Incorporated Village of Brookville. Kindly suspend the rules, and place this matter on the Town Board action calendar for Tuesday, May 23, 2023.

FRANK M. SCALERA
TOWN ATTORNEY

Elizabeth A. Faughnan
Elizabeth A. Faughnan
Deputy Town Attorney

EAF:eaf
File GS 1458A
Attachment



ML
Reviewed By
Office of Town Attorney
Elizabeth A. Faughnan

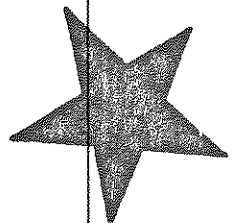
WHEREAS, Winsome Citarella, Village Clerk, Incorporated Village of Brookville, ("Village"), by letter dated May 17, 2023, requested that the Town enter into an Inter Municipal Agreement with the Village, allowing the Village permission to fuel the Village's vehicles at the Town of Oyster Bay's refueling stations; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, requested that the Office of the Town Attorney prepare an Inter-Municipal Agreement with the Village, allowing the Village permission to fuel the Village's vehicles at the Town of Oyster Bay's refueling stations, for the period June 1, 2023 through July 31, 2029; and

WHEREAS, Frank M. Scalera, Town Attorney, and Elizabeth A. Faughnan, Deputy Town Attorney, by memorandum dated May 18, 2023, recommended and requested that the Town Board authorize the Supervisor, or his designee, to execute an agreement between the Town and the Incorporated Village of Brookville allowing said Village to purchase fuel for its vehicles by allowing Village vehicles to refuel at the Town of Oyster Bay's various refueling stations, for the period, from June 1, 2023 through and including July 31, 2029,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation and request as hereinabove set forth are accepted and approved, and the Supervisor, or his designee, is hereby authorized to execute an agreement between the Town and the Incorporated Village of Brookville allowing said Village to purchase fuel for its vehicles by allowing Village vehicles to refuel at the Town of Oyster Bay's various refueling stations, for the period, from June 1, 2023 through and including July 31, 2029.

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DANIEL H. SEROTA, MAYOR

TRUSTEES

CAROLINE Z. BAZZINI
JOHN BURNS
EDWARD J. CHESNIK
ROBERT D. SPINA



18 HORSE HILL ROAD
BROOKVILLE, NEW YORK 11545
(516) 626-0973

WINSOME CITARELLA
CLERK & TREASURER
PH: 626-1792 FAX: 626-7621

TIMOTHY H. DOUGHERTY
SUPERINTENDENT OF
BUILDING DEPT. & ADMINISTRATOR
PH: 626-0973 FAX: 626-7621

JOHN M. CHASE, ESQ.
VILLAGE ATTORNEY
PH: 671-5880 FAX: 671-0740

May 17, 2023

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

Re: Village of Brookville Request to Utilize the Town of Oyster Bay Fuel System

Dear Mr. Lenz,

Please be advised that the undersigned is the Village Clerk for the Village of Brookville. On behalf of Mayor Dan Serota and the Board of Trustees, I am requesting the Town of Oyster Bay Board to consider the use of your fuel system facilities to support the Village of Brookville Vehicle fleet including the village's police department and public works vehicles.

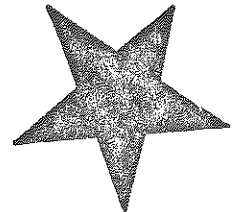
Through municipal cooperation with the Town the Village would be promoting efficiency by utilizing the Town's Department of Public Work's expertise and larger scale. The Department of Public Works is better equipped to maintain a fuel system as it is a key component of TOBAY's well-maintained Public Work's yard.

I trust this letter meets with a positive response and an intermunicipal agreement between the Town and the Village. Thank you for your cooperation and if you have any questions, require more information or the presence of a Village official at a Town Board meeting do not hesitate to call me.

Very truly yours

Winsome Citarella
Village Clerk

cc: Richard Lenz, Commissioner (via email rlenz@oysterbay-ny.gov)
Joseph Saladino, Supervisor (via email jsaladino@oysterbay-ny.gov)
Elizabeth Faughnan (via email efaughnan@oysterbay-ny.gov)
Erin Kelly (via email ekelly@oysterbay-ny.gov)



AGREEMENT

Dated: , 2023

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

THE INCORPORATED VILLAGE OF BROOKVILLE, a municipal corporation, having its principal business address at 18 Horse Hill Road, Brookville, NY 11545, hereinafter referred to as the "VILLAGE".

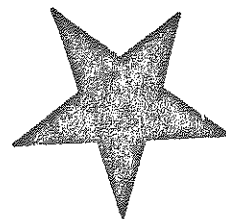
WITNESSETH:

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

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

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

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



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

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

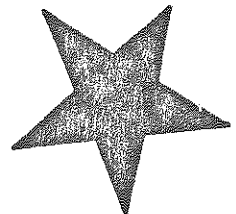
4. There shall be a four percent (4%) surcharge imposed by the TOWN, in addition to the cost of fuel used by the VILLAGE. Said surcharge represents the TOWN's cost of maintaining and administering the fueling system.

5. The VILLAGE agrees to remit payment to the TOWN for fuel costs (as per Paragraph 3 herein) and the surcharge (as per Paragraph 4 herein), within thirty (30) days of receipt of an invoice for same.

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

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

8. The VILLAGE agrees to defend and indemnify the TOWN against any claims, demands, causes of action, and judgments for damages arising from any of the rights or



obligations arising under this Agreement. This clause shall not be construed to negate, abridge, or otherwise reduce any other obligation of defense or indemnity which would otherwise exist to defend the TOWN.

9. This agreement may be terminated as follows:

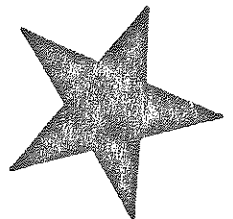
- a. By either party upon thirty (30) days' written notice to the other party; or
- b. By the TOWN if the TOWN no longer operates or maintains fueling facilities.

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

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

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

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



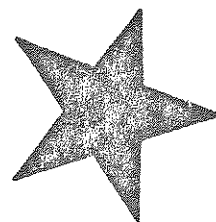
instances upon the strict performance of any of the terms or provisions of this Agreement by the other party shall not be construed as a waiver or relinquishment for the future of any such term or provision, but the same shall continue in full force and effect.

13. This Agreement is dated as of the date above first-written, and is effective as of June 1, 2023. The Term of the Agreement shall commence on June 1, 2023, and shall terminate July 31, 2029, unless otherwise terminated pursuant to the terms of this Agreement.

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

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

(Balance of page left intentionally blank.)



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

TOWN OF OYSTER BAY

Reviewed by:

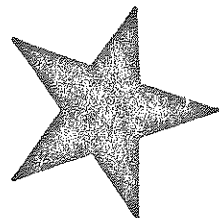
BY: _____
Supervisor

Office of the Town Attorney

INCORPORATED VILLAGE OF BROOKVILLE

BY: _____
Mayor

*Inter-Municipal Agreement between the Town of Oyster Bay and the Incorporated Village of Brookville
for use of the Town's fueling stations for the period June 1, 2023 – July 31, 2029*



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

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

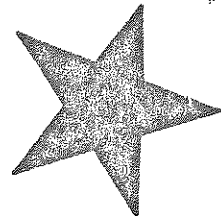
Notary Public

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

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

Notary Public

*Inter-Municipal Agreement between the Town of Oyster Bay and the Incorporated Village of Brookville for
use of the Town's fueling stations for the period June 1, 2023 – July 31, 2029*



Meeting of May 23, 2023

Resolution No.360-2023

WHEREAS, The Plainview Water District has repaired a damaged water main located at Haypath Road Park, 240 Haypath Road, Old Bethpage, New York 11803, within the Town of Oyster Bay on an emergency basis, and has provided an invoice for emergency services rendered in the total amount of SEVEN THOUSAND ONE HUNDRED SIXTY FIVE and 63/100 (\$7,165.63) DOLLARS; and

WHEREAS, The Office of the Town Attorney negotiated an Inter-Municipal Agreement with the Plainedge Water District, to arrive at mutually agreeable terms, for a period from the effective date of the Agreement until the repairs were completed; and

WHEREAS, Frank M. Scalera, Town Attorney, and Anthony C. Curcio, Deputy Town Attorney, by memorandum dated May 18, 2023, requested and recommended that the Town Board authorize the Supervisor or his designee to execute an Inter-Municipal Agreement with the Plainview Water District, *nunc pro tunc*, and that the Comptroller be directed to issue an encumbrance order in an amount not to exceed SEVEN THOUSAND ONE HUNDRED SIXTY FIVE and 63/100 (\$7,165.63) DOLLARS for services rendered from Account No. TWN A 1989 47900 000 0000,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation and request as hereinabove set forth are hereby accepted and approved, and the Supervisor or his designee are hereby authorized and directed to execute an Inter-Municipal Agreement with the Plainview Water District, *nunc pro tunc*, for a period from the effective date of the Agreement until the completion of the Project, or, for a period that lasted from the effective date of the Agreement until the repairs were completed and the Comptroller is directed to issue an encumbrance order in an amount not to exceed SEVEN THOUSAND ONE HUNDRED SIXTY FIVE and 63/100 (\$7,165.63) DOLLARS for services rendered, and to pay said sum to the Plainview Water District from Account No. TWN A 1989 47900 000 0000, 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

360

Town of Oyster Bay
Inter-Departmental Memo

TO : MEMORANDUM DOCKET

FROM : Office of the Town Attorney

DATE : May 18, 2023

SUBJECT: Inter-Municipal Agreement, *nunc pro tunc*, with the Plainview Water District ("PWD") for repair to a damaged water main located at Haypath Road Park, 240 Haypath Road, Old Bethpage, New York 11803

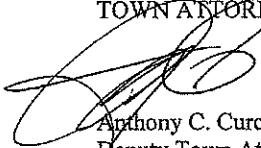
On March 22, 2023, PWD repaired a damaged water main, located at Haypath Road Park, 240 Haypath Road, Old Bethpage, New York 11803, within the Town of Oyster Bay on an emergency basis. PWD has provided an invoice for emergency services rendered in the total amount of SEVEN THOUSAND ONE HUNDRED SIXTY FIVE and 63/100 (\$7,165.63) DOLLARS.

The Office of the Town Attorney had negotiated an Inter-Municipal Agreement with the PWD, to arrive at mutually agreeable terms, for a period from the effective date of the Agreement until the repairs were completed.

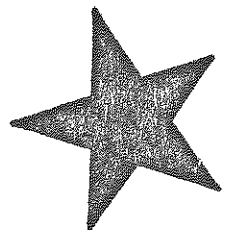
This Office requests and recommends that the Town Board authorize the Supervisor or his designee to execute an Inter-Municipal Agreement with the PWD, *nunc pro tunc*, and that the Comptroller be directed to issue an encumbrance order in an amount not to exceed SEVEN THOUSAND ONE HUNDRED SIXTY FIVE and 63/100 (\$7,165.63) DOLLARS for services rendered from Account No. TWN A 1989 47900 000 0000.

Kindly suspend the rules and place this matter on the Town Board action calendar for May 23, 2023.

FRANK M. SCALERA
TOWN ATTORNEY


Anthony C. Curcio
Deputy Town Attorney

ACC:ba
Attachment



WHEREAS, The Plainview Water District has repaired a damaged water main located at Haypath Road Park, 240 Haypath Road, Old Bethpage, New York 11803, within the Town of Oyster Bay on an emergency basis, and has provided an invoice for emergency services rendered in the total amount of SEVEN THOUSAND ONE HUNDRED SIXTY FIVE and 63/100 (\$7,165.63) DOLLARS; and

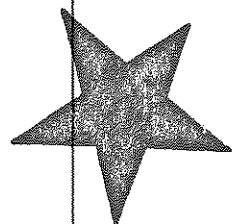
WHEREAS, The Office of the Town Attorney negotiated an Inter-Municipal Agreement with the Plainedge Water District, to arrive at mutually agreeable terms, for a period from the effective date of the Agreement until the repairs were completed; and

WHEREAS, Frank M. Scalera, Town Attorney, and Anthony C. Curcio, Deputy Town Attorney, by memorandum dated May 18, 2023, requested and recommended that the Town Board authorize the Supervisor or his designee to execute an Inter-Municipal Agreement with the Plainview Water District, *nunc pro tunc*, and that the Comptroller be directed to issue an encumbrance order in an amount not to exceed SEVEN THOUSAND ONE HUNDRED SIXTY FIVE and 63/100 (\$7,165.63) DOLLARS for services rendered from Account No. TWN A 1989 47900 000 0000,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation and request as hereinabove set forth are hereby accepted and approved, and the Supervisor or his designee are hereby authorized and directed to execute an Inter-Municipal Agreement with the Plainview Water District, *nunc pro tunc*, for a period from the effective date of the Agreement until the completion of the Project, or, for a period that lasted from the effective date of the Agreement until the repairs were completed and the Comptroller is directed to issue an encumbrance order in an amount not to exceed SEVEN THOUSAND ONE HUNDRED SIXTY FIVE and 63/100 (\$7,165.63) DOLLARS for services rendered, and to pay said sum to the Plainview Water District from Account No. TWN A 1989 47900 000 0000, upon presentation of a duly certified claim, after audit.

-#-

Reviewed By
Office of Town Attorney



INTERMUNICIPAL AGREEMENT

This Inter-Municipal Agreement (the "Agreement") is made as of the ____ day of _____, 2023, by and between the Plainview Water District, a municipal corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal office at 10 Manetto Hill Road, Plainview, New York 11803 ("PWD"), and the Town of Oyster Bay, a municipal corporation duly organized and existing under and by virtue of the laws of the State of New York, with its principal office at 54 Audrey Avenue, Oyster Bay, New York 11771 ("Town").

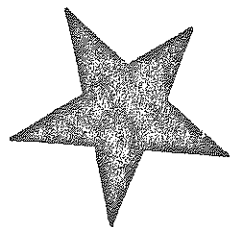
WHEREAS, pursuant to Article 8, Sections 1 and 2-a of the State Constitution, as effectuated by General Municipal Law §119-o, municipal corporations and districts of the State are empowered to enter into agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis; and

WHEREAS, the Town owns water mains located at various Town owned properties, including but not limited to Haypath Road Park, located at 240 Haypath Road, Old Bethpage, New York 11804 within the Town; and

WHEREAS, the PWD maintains and repairs the water mains located at Haypath Road Park, 240 Haypath Road, Old Bethpage, New York 11804, located within the Town;

WHEREAS, the PWD has already repaired a damaged water main, completed on an emergency basis, located Haypath Road Park, 240 Haypath Road, Old Bethpage, New York 11804, located within the Town ; and

WHEREAS, the Town and the PWD desire to enter into this Agreement, *nunc pro tunc*, whereby the PWD repaired the water main owned by the Town (hereinafter referred to as the ("Project")); and



WHEREAS, the parties have determined that it is in their best interests to enter into this Agreement setting forth the terms, provisions, covenants and conditions with respect to the Project.

NOW THEREFORE, the parties to this Agreement agree as follows:

ARTICLE 1
SCOPE OF SERVICES

The PWD agrees to allow the Town to oversee the repair of the water main located Haypath Road Park, 240 Haypath Road, Old Bethpage, New York 11803, located within the Town. It is understood and agreed by and between the Town and PWD that the Contractor, as selected by the PWD, shall actually perform the repair work for the PWD hereunder. Both the Town and/or the PWD shall have the right to enforce the Contractor's performance obligations for repair work.

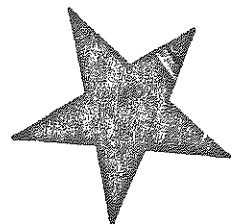
ARTICLE 2
PROJECT COSTS

The total cost of the Project was \$7,165.63. An invoice reflecting the total cost of the Project is attached hereto as "Exhibit A" and incorporated herein.

The PWD and the Town mutually agree that the Town shall be responsible for the entire cost of the Project and the PWD shall not be responsible for cost of the project.

ARTICLE 3
TERM

This Agreement shall become effective as of _____, 2023 ("Commencement Date"). For purposes of this Agreement, "Term" means the period from the Effective Date until the completion of the Project.



ARTICLE 4
COVENANTS AND WARRANTIES

This Agreement shall constitute the entire Agreement between the Town and PWD and shall supersede all prior written or oral understandings between the Parties, if any have been made, with respect to the subject matter covered herein. This Agreement may only be amended, supplemented, ratified or cancelled by a duly executed, written instrument.

ARTICLE 5
APPLICABLE LAW

The provisions of this Agreement shall be construed in accordance with the laws, rules, ordinances and regulations of the United States, the State of New York and the Town.

ARTICLE 6
SEVERABILITY

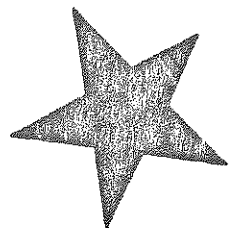
In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been stated herein.

ARTICLE 7
COUNTERPARTS

The parties hereto have duly executed this Agreement in counterparts, any one of which may be considered an original.

ARTICLE 8
APPROVALS

This Agreement is subject to the approval and ratification of the Town Board of the Town of Oyster Bay and shall not become effective until such approval and ratification has been given.



ARTICLE 9

NOTICE

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.

ARTICLE 10

COURT OF JURISDICTION

That, if the Town and the PWD 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.

ARTICLE 11

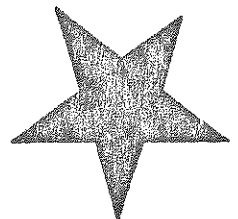
INDEMNIFICATION

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 PWD 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 the PWD; and likewise to the maximum extent allowable by law the Town shall defend, indemnify, and hold harmless the PWD and all of its officers, agents and employees, from and against any civil liability arising out of any act or omission of Town.

ARTICLE 12

MISCELLANEOUS CLAUSES

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.

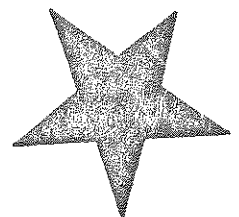
Force Majeure: Neither party to this Agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts, pandemic or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

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.

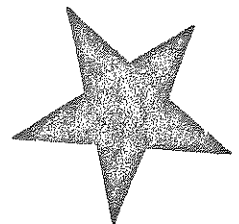


Condition of Licensed Premises at End of Term: Upon conclusion of the Project, the area located thereat shall be returned to the Town free and clear of any waste and debris, and in good and sanitary condition; and/or the PWD shall, at its own cost and expense, restore and rehabilitate the land and appurtenances thereon to its original condition to the reasonable satisfaction of the Commissioner of the Parks Department or his duly appointed representative, and his/her reasonable opinion and directives shall be binding upon the respective parties hereto.

Insurance: The Town and the PWD shall proceed on a self-insured basis, and each Party shall provide proof, acceptable to the other of self-funded coverage. All independent contractors, associated with the Project shall provide proof of insurance, including but not limited to, Comprehensive General Liability Insurance, in amounts, per occurrence, of not less than \$1,000,000.00 bodily injury, \$2,000,000.00 general aggregate, Worker's Compensation Insurance and Commercial Automobile Liability Insurance in amount per occurrence of \$500,000.00, and Property Damage Insurance in the amount per occurrence of \$500,000.00 and any other insurance required by law. The Town and the PWD shall each be named as additional insured accompanied by endorsement (Form# CG 20 10 11/85 or equivalent) issued by the insurance carrier.

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.

Future Maintenance at Conclusion of the Project: The Parties agree that, upon conclusion of the Project, proper maintenance and any and all capital improvements required for the life of the water main that is the subject of this Agreement, shall be performed by the PWD. This clause shall survive termination of the Agreement.



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.

Agreement Date/Counterparts: The date of this Agreement is intended as and for a date for the convenient identification of this Agreement and is not intended to indicate that this Agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

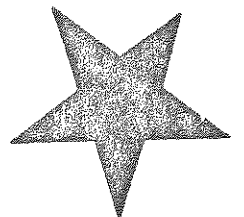
IN WITNESS WHEREOF, the parties hereto have executed this Inter-municipal Agreement in duplicate.

TOWN OF OYSTER BAY

By:
Title:

PLAINVIEW WATER DISTRICT

By:
Title:



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

On the day of , in the year 2023, before me, the undersigned,
personally appeared _____, personally known to me or proved to me on
the basis of satisfactory evidence to be the Supervisor, or designee, 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 SUFFOLK)

On the day of , in the year 2023, before me, the undersigned,
personally appeared _____, _____, Plainview Water District,
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

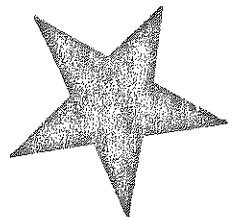
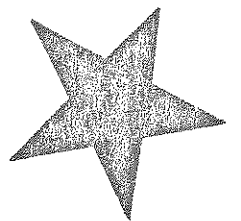


EXHIBIT "A"





PLAINVIEW WATER DISTRICT

10 Manetto Hill Road • PO Box 9113 • Plainview, New York 11803

Telephone: (516) 931-6469 • Fax: (516) 931-8683

Web Site: plainviewwater.org

Board of Commissioners

Marc B. Laykind, Chairman

Andrew N. Badier, Treasurer

Michael A. Chad, Secretary

Superintendent

Stephen M. Moriarty, P.E.

March 23, 2023

Mr. Gregory Carman

Deputy Supervisor

Town of Oyster Bay

54 Audrey Avenue

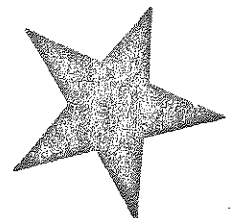
Oyster Bay, NY 11771

Re: Haypath Park Service Line Repair

Labor Services Performed March 22, 2023

Employee	Hours	Hourly Rate	Cost
Water Service Supervisor	8.00	\$ 90.99	\$ 727.90
Super of Water Plant Oper	8.00	\$ 86.89	\$ 695.11
Water Servicer	8.00	\$ 52.64	\$ 421.15
Water Servicer	8.00	\$ 48.36	\$ 386.90
Water Servicer	8.00	\$ 38.12	\$ 304.93
Water Servicer	8.00	\$ 37.91	\$ 303.29
Water Servicer Trainee	8.00	\$ 44.26	\$ 354.11
Water Servicer Trainee	8.00	\$ 34.74	\$ 277.88
Water Service Supervisor / OT	1.00	\$136.48	\$ 136.48
Water Servicer / OT	1.00	\$ 78.96	\$ 78.96
Water Servicer / OT	1.00	\$ 72.54	\$ 72.54
Water Servicer / OT	1.00	\$ 57.17	\$ 57.17
Water Servicer / OT	1.00	\$ 56.87	\$ 56.87
Water Servicer Trainee / OT	1.00	\$ 66.40	\$ 66.40
Water Servicer Trainee / OT	1.00	\$ 52.10	\$ 52.10
Total Charges for Labor			\$3,991.79

Providing safe and reliable drinking water to the community since 1928



Equipment Usage March 23, 2023

Equipment	Hours	Hourly Rate	Cost
Backhoe	9.00	\$ 39.76	\$ 357.84
Leak Truck	9.00	\$ 31.56	\$ 284.04
Dump Truck	9.00	\$ 42.92	\$ 386.28
Dodge Pickup 4X4	9.00	\$ 15.65	\$ 140.85
Chevy Tahoe	9.00	\$ 13.48	\$ 121.32
Ford Explorer	9.00	\$ 13.48	\$ 121.32
Unit #32	9.00	\$ 13.48	\$ 121.32
Total Charges for Equipment			\$ 1,532.97

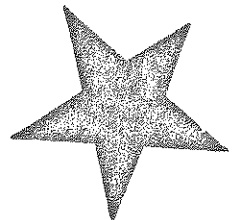
Materials Purchased

4.55 tons of F3 binder asphalt	\$ 386.75
Three (3) yards RCA	60.00
Six (6) yards spoils dumped	300.00
One (1) 6" heavy solid sleeve w/retaining glands	400.00
One (1) 6" Hymax coupling	351.53
Three (3) foot ductile iron pipe	<u>142.59</u>
Total Charges for Materials	\$1,640.87

Total Charges for Labor	\$3,991.79
Total Charges for Equipment	\$1,532.97
Total Charges for Materials	<u>\$1,640.87</u>
Total Amount Due	<u>\$7,165.63</u>

Please remit payment on or before April 23, 2023.

Should you have any questions, please feel free to call us at 516-931-6469.



Reviewed By
Office of Town Attorney
Elizabeth A. Tanghera

WHEREAS, by Resolution No. 433-2022, adopted June 14, 2022, the Town Board authorized the Supervisor, or his designee, to execute a Letter of Agreement between the Town and Norwich LCSW Behavioral Health Services PLLC, 1005 Glen Cove Avenue, Glen Head, NY, 11545, for Norwich LCSW Behavioral Health Services PLLC to provide Substance Abuse Professional services as defined by the New York State Department of Transportation Office of Drug and Alcohol Policy and Compliance, for the period of January 1, 2022 through December 31, 2022, with the option by the Town of two (2) one-year extensions in an amount not to exceed \$10,000.00 per year; and

WHEREAS, John Canning, Commissioner, Department of Human Resources, by memorandum dated May 19, 2023, advised that the Department of Human Resources received a letter of intent from Norwich LCSW Behavioral Health Services PLLC, to continue to administer the Substance Abuse Program for the 2023 calendar year; and

WHEREAS, Commissioner Canning, by said memorandum, and in compliance with the requirements of Guidelines 6 and 9 of the Town's Procurement Policy, requested and recommended that the Town Board authorize the first of two one-year extensions of the agreement with Norwich LCSW Behavioral Health Services PLLC, 1005 Glen Cove Avenue, Glen Head, NY, 11545, to provide Substance Abuse Professional services as defined by the New York State Department of Transportation Office of Drug and Alcohol Policy and Compliance for the period of January 1, 2023 through December 31, 2023, *nunc pro tunc*, in a total amount not to exceed \$9,500.00 per year; and

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

NOW THEREFORE BE IT RESOLVED, That the request and recommendation as hereinabove set forth is approved and accepted, and the Supervisor, or his designee, is hereby authorized to approve the first one-year extension of the Agreement between the Town and Norwich LCSW Behavioral Health Services PLLC, for Norwich LCSW Behavioral Health Services PLLC to provide the above-referenced Substance Abuse Professional services for the period of January 1, 2023 through December 31, 2023, *nunc pro tunc*, in an amount not to exceed \$9,500.00 per year; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, and that the funds for said payment are to be drawn from Account No. TWN-AMM-9060-80030-000-0000-000.

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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

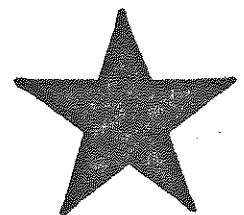
To: Memorandum Docket
From: John Canning, Commissioner
Department of Human Resources
Date: May 19, 2023
Subject: Substance Abuse Professional Contract

Pursuant to the Town of Oyster Bay Procurement Policy and Resolution 433-2022 adopted on June 14, 2022, the Town Board authorized entering into an agreement with Norwich LCSW Behavioral Health Services, PLLC located at 1005 Glen Cove Avenue, Glen Head, New York 11545 to provide Substance Abuse Professional (SAP) services as defined by the Department of Transportation (DOT) Office of Drug and Alcohol Policy and Compliance (ODAPC) for a one (1) year contract with two (2) extensions being one (1) year in length.

The Department of Human Resources has received a letter of intent from Norwich LCSW Behavioral Health Services, PLLC to continue to administer the Substance Abuse Program for the 2023 calendar year. In accordance with Guidelines 6 and 9 of the Town of Oyster Bay Procurement Policy, the Department of Human Resources is requesting to suspend the rules and add this request to the calendar for May 23, 2023 for the Town Board to authorize the Supervisor, or his designee, to approve the first extension of two one-year extensions between the Town of Oyster Bay and Norwich LCSW Behavioral Health Services PLLC effective *nunc pro tunc* January 1, 2023 through December 31, 2023.

It is further requested the Town Board authorize the Comptroller to make payment to Norwich LCSW Behavioral Health Services PLLC from account number TWN AMM 9060 80030 000 0000 000 at an amount not to exceed \$9,500 per annum, and that the Comptroller encumber said amount for 2023 from account number TWN AMM 9060 80030 000 0000 000.


John Canning, Commissioner
Department of Human Resources



CHRISTINE C HUNTER RN LCSW CASAC
NORWICH BEHAVIORAL HEALTH SERVICES PLLC
1005 Glen Cove Ave. Rm # LL5
Glen Head, New York 11545
(516) 342-9536
christine@norwichbh.com
www.norwichbh.com

December 23, 2022

Vicki Spinelli
Deputy Commissioner of Human Resources
Town of Oyster Bay
Department of Human Resources
34 Audrey Avenue, 3rd Floor
Oyster Bay, NY 11771

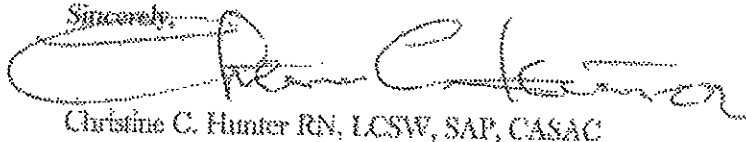
Re: Norwich LCSW Behavioral Health
Services PLLC
Town of Oyster Bay
Substance Abuse Professional Services

Dear Ms. Spinelli,

Norwich LCSW Behavioral Health PLLC, Christine C. Hunter, is currently providing SAP services to the Town of Oyster Bay employees as a contracted service and provides screening, referral and monitoring for CDL drivers who are found to be in violation of Department of Transportation (DOT) Regulation. I am a Licensed Clinical Social Worker, Registered Professional Nurse, SAP and Certified Alcohol and Drug Counselor (CASAC) with many other certifications and with over 30-years of experience working with substance abuse, mental health and employee assistance programming.

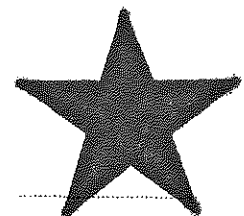
I have been working cohesively with TOB in providing SAP services over the past year and agree to continue providing services to Town of Oyster Bay through 2023 and ongoing as approved by contract.

Sincerely,



Christine C. Hunter RN, LCSW, SAP, CASAC

Cc: Joe Carlone



Meeting of June 14, 2022

Resolution No 433-2022

Reviewed By
Office of Town Attorney

WHEREAS, John Canning, Commissioner, Department of Human Resources, by memorandum dated June 9, 2022, advised that a request for proposals (RFP) was issued by the Department of Human Resources for firms to provide Substance Abuse Professional services, for a period of one (1) year, with the option by the Town for two (2) one-year extensions, with said RFP being distributed and advertised on the Town's website, resulting in receipt of two (2) proposals submitted to the Town prior to the designated response date; and

WHEREAS, following a review, evaluation, and rating of said two (2) responses and in compliance with the requirements of Guidelines 6 and 9 of the Town's Procurement Policy, Commissioner Canning by said memorandum, requested and recommended that the Town Board authorize the retention of Norwich LCSW Behavioral Health Services PLLC, 1005 Glen Cove Avenue, Glen Head, NY, 11545, to provide Substance Abuse Professional services as defined by the New York State Department of Transportation Office of Drug and Alcohol Policy and Compliance for the period of January 1, 2022 through December 31, 2022, *nunc pro tunc*, with the option by the Town of two (2) one-year extensions, in a total amount not to exceed \$10,000.00 per year; and

WHEREAS; the Office of the Inspector General has reviewed the proposed vendor's disclosure questionnaire and it satisfied the Procurement Policy standards have been met,

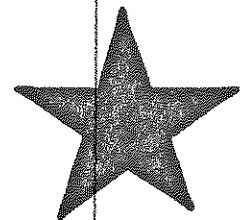
NOW THEREFORE BE IT RESOLVED, That the request and recommendation as hereinabove set forth are accepted and approved, and that Supervisor, or his designee, is hereby authorized to execute the Letter of Agreement between the Town and Norwich LCSW Behavioral Health Services PLLC, for Norwich LCSW Behavioral Health Services PLLC to provide the above-referenced Substance Abuse Professional services for the period of January 1, 2022 through December 31, 2022, *nunc pro tunc*, with the option by the Town of two (2) one-year extensions in an amount not to exceed \$10,000.00 per year; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, and that the funds for said payment are to be drawn from Account No. TWN-AMM-9060-80030-000-0000-000.

-#-

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 May 23, 2023

Resolution No.362-2023

WHEREAS, by Town Board Resolution No. 727-2010, adopted on July 27, 2010, the Town Board authorized execution of a license agreement between the Town and the Italian American Citizens Club of Oyster Bay, Inc. ("Club"), which allowed the Club to utilize a portion of the Town's parking lot adjacent to the Club, to install four (4) professional sized bocce courts, and to make various improvements to the area, including the installation of landscaping, fencing and retaining walls; and

WHEREAS, the Office of the Town Attorney was contacted by the Club to execute a new license agreement to maintain the three (3) bocce courts that had been installed on a portion of the Town's parking lot adjacent to the Club; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, requested that the Office of the Town Attorney prepare a new License Agreement with the Club, allowing the Club to maintain the three (3) existing bocce courts installed on a portion of the Town's parking lot which is adjacent to the Club, for the period, June 1, 2023 through May 31, 2028; and

WHEREAS, Frank M. Scalera, Town Attorney, and Elizabeth A. Faughnan, Deputy Town Attorney, by memorandum dated May 19, 2023, recommended and requested that the Town Board authorize the Supervisor, or his designee, to execute an agreement between the Town and the Italian American Citizens Club of Oyster Bay, Inc. allowing said Club to maintain the three (3) existing bocce courts installed on a portion of the Town's parking lot which is adjacent to the Club, for the period, from June 1, 2023 through and including May 31, 2028,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation and request as hereinabove set forth are accepted and approved, and the Supervisor, or his designee, is hereby authorized to execute an agreement between the Town and the Italian American Citizens Club of Oyster Bay, Inc. allowing said Club to maintain the three (3) existing bocce courts installed on a portion of the Town's parking lot adjacent to the Club, for the period, from June 1, 2023 through and including May 31, 2028.

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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

Elizabeth A. Faughnan

Town of Oyster Bay
Inter-Departmental Memo

362

TO: MEMORANDUM DOCKET
FROM: OFFICE OF THE TOWN ATTORNEY
DATE: May 19, 2023
SUBJECT: License Agreement with the Italian American Citizens Club of Oyster Bay, Inc.,
for Use of a Portion of Parking Field O-7

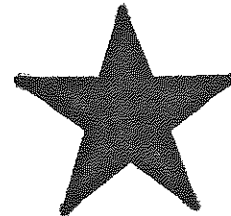
By Town Board Resolution No. 727-2010, adopted on July 27, 2010, the Town Board authorized execution of a license agreement between the Town and the Italian American Citizens Club of Oyster Bay, Inc. ("Club"), which allowed the Club to utilize a portion of the Town's parking lot which is adjacent to the Club, to install four (4) professional sized bocce courts, and to make various improvements to the area, including the installation of landscaping, fencing and retaining walls. The Town Attorney's Office was contacted by the Club to execute a new license agreement to maintain the three (3) bocce courts that had been installed. Richard W. Lenz, P.E., Commissioner, Department of Public Works, requested that the Office of the Town Attorney prepare a new License Agreement with the Club authorizing the Club to maintain the three (3) existing bocce courts, for the period, June 1, 2023 through May 31, 2028.

This Office recommends and requests that the Town Board authorize the Supervisor or his designee to execute the attached License Agreement with the Italian American Citizens Club of Oyster Bay, Inc. Kindly suspend the rules, and place this matter on the Town Board action calendar for Tuesday, May 23, 2023.

FRANK M. SCALERA
TOWN ATTORNEY

Elizabeth A. Faughnan
Elizabeth A. Faughnan
Deputy Town Attorney

EAF:ba
Attachment



EL
Reviewed By
Office of Town Attorney
Elizabeth A. Faughnan

WHEREAS, by Town Board Resolution No. 727-2010, adopted on July 27, 2010, the Town Board authorized execution of a license agreement between the Town and the Italian American Citizens Club of Oyster Bay, Inc. ("Club"), which allowed the Club to utilize a portion of the Town's parking lot adjacent to the Club, to install four (4) professional sized bocce courts, and to make various improvements to the area, including the installation of landscaping, fencing and retaining walls; and

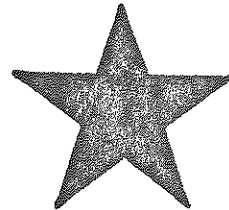
WHEREAS, the Office of the Town Attorney was contacted by the Club to execute a new license agreement to maintain the three (3) bocce courts that had been installed on a portion of the Town's parking lot adjacent to the Club; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, requested that the Office of the Town Attorney prepare a new License Agreement with the Club, allowing the Club to maintain the three (3) existing bocce courts installed on a portion of the Town's parking lot which is adjacent to the Club, for the period, June 1, 2023 through May 31, 2028; and

WHEREAS, Frank M. Scalera, Town Attorney, and Elizabeth A. Faughnan, Deputy Town Attorney, by memorandum dated May 19, 2023, recommended and requested that the Town Board authorize the Supervisor, or his designee, to execute an agreement between the Town and the Italian American Citizens Club of Oyster Bay, Inc. allowing said Club to maintain the three (3) existing bocce courts installed on a portion of the Town's parking lot which is adjacent to the Club, for the period, from June 1, 2023 through and including May 31, 2028,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation and request as hereinabove set forth are accepted and approved, and the Supervisor, or his designee, is hereby authorized to execute an agreement between the Town and the Italian American Citizens Club of Oyster Bay, Inc. allowing said Club to maintain the three (3) existing bocce courts installed on a portion of the Town's parking lot adjacent to the Club, for the period, from June 1, 2023 through and including May 31, 2028.

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LICENSE AGREEMENT

DATED: June , 2023

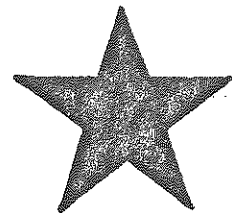
PARTIES: TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office at Town Hall, Audrey Avenue, Oyster Bay, New York 11771, hereinafter referred to as the "TOWN"; and the Italian American Citizens Club of Oyster Bay, a domestic not-for-profit corporation, having a principal place of business at 48 Summit Street, Oyster Bay, New York 11771, hereinafter referred to as the "CLUB"; collectively referred to as the "PARTIES".

WITNESSETH:

WHEREAS, the CLUB, established 108 years ago, is the owner of a building located at 48 Summit Street, Oyster Bay, New York, which building is used for CLUB activities, as well for the activities of various community organizations, including the Friends of the Bay, the Oyster Bay Chamber of Commerce, and the Main Street Association; and

WHEREAS, the TOWN is the owner of a parking lot located behind the CLUB building, currently designated as parking lot O-7 (the "Parking Field"); and

WHEREAS, by Town Board Resolution No. 727-2010, adopted on July 27, 2010, the Town Board authorized execution of a license agreement between the TOWN and the CLUB, which allowed the CLUB to utilize a portion of the Parking Field to install four (4) professional sized bocce courts, and to make various improvements to



the area, including the installation of landscaping, fencing and retaining walls, which license agreement has since expired; and

WHEREAS, the CLUB elected to construct three (3) bocce courts;

WHEREAS, the CLUB has requested to continue to utilize a portion of the Parking Field to maintain three (3) professional sized bocce courts, and the improvements to the area; and

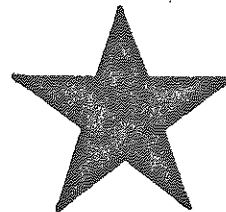
WHEREAS, the TOWN has reviewed the request, and determined that the Parking Field is underutilized, and has determined that the portion of the Parking Field required by the CLUB for the bocce courts was not required for parking purposes; and

WHEREAS, the TOWN and the CLUB entered into a License Agreement, dated July 27, 2010, which, by its terms, terminated on July 31, 2017; and

WHEREAS, the TOWN and the CLUB, mutually agree to execute this new License Agreement for a term of five (5) years, for the period June 1, 2023 to May 31, 2028;

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

1. The TOWN hereby grants a license to the CLUB to continue its use of a portion of the Parking Field (the "Licensed Area"), upon which three (3) professional sized bocce courts have been constructed.

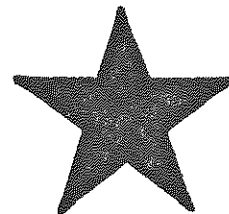


2. This Agreement is dated as of the date above first-written, and is effective as of June 1, 2023. Said permission, as set forth in paragraph "1", shall be for a period of five (5) years, commencing on June 1, 2023 and terminating on May 31, 2028, unless otherwise terminated pursuant to the terms of this Agreement. This Agreement may be renewed for one additional five (5) year term, for the period June 1, 2028 to May 31, 2033, upon the request of CLUB, and the approval of same by the Town Board. During the renewal period, either party hereto, for any reason whatever, may cancel and terminate this Agreement by giving six (6) months notice in writing to the other, and if this Agreement be so terminated, the liability of the parties hereunder for the further performance of the terms, covenants and conditions herein shall cease, except as to the requirement of restoration and rehabilitation under paragraph "5", and the CLUB shall forthwith remove itself and vacate said Licensed Premises.

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

4. The annual fee payable to the TOWN for the use of the Licensed Area by the CLUB shall be equal to the cost of a TOWN nonresident parking permit, multiplied by the net number of parking stalls (six) reduced in the Parking Field as a result of the CLUB's improvements. The annual fee shall be due and payable upon execution of this Agreement, and on June 1 of each year of the Agreement thereafter.

5. Any preparation or alteration of the Licensed Premises or appurtenances thereon that may be necessary or required for the intended use, shall be the sole responsibility of the CLUB and shall be made at its own cost and expense,

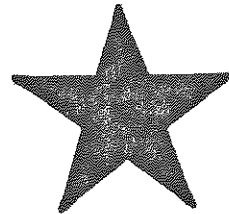


provided, however, that the plans for such preparation or alteration shall first be submitted to the Commissioner of the TOWN's Department of Public Works, or his/her duly appointed representative, and his written approval obtained therefor.

6. Within thirty (30) days after the expiration or termination of the period of use set forth herein, the CLUB shall, at its own cost and expense, rehabilitate the Licensed Premises, and restore the appurtenances thereon, all to the satisfaction of the Commissioner of the TOWN's Department of Public Works, and his/her opinion and directives shall be binding upon the respective parties hereto.

7. The CLUB shall procure, maintain and furnish to the TOWN, evidence of liability and property damage insurance policies, in a form acceptable to the TOWN, naming the TOWN as an additional insured, fully covering the legal liability of said TOWN, as owner, in the face amounts of not less than \$1,000,000 per occurrence/\$2,000,000 aggregate for all damages arising out of bodily injury or death, and \$500,000 for all damages arising out of damage to, or destruction of, property. Such insurance shall not be cancelled, terminated, modified, changed, or permitted to expire by either the CLUB or the insurance company, except on 30 days prior written notice sent by the insurance company via registered mail to the TOWN, attention of the Town Clerk.

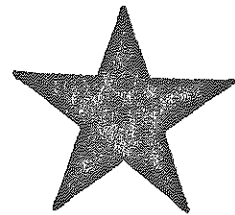
8. It is understood and agreed that the license herein granted for the temporary use and occupancy of the Licensed Premises does not and shall not in any way be construed to evidence a transfer of any interest in real property between the parties hereto.



9. The CLUB agrees to indemnify and hold harmless the TOWN, all its elected and appointed officials, officers and employees, from any and all claims, suits, losses, damages, or injury to person or property of whatsoever kind and nature, whether direct or indirect, arising out of the use of the Licensed Premises, or the carelessness, negligence or improper conduct or alleged carelessness, negligence or improper conduct of the CLUB and/or its subcontractors, agents, or employees, which responsibility shall not be limited to the insurance coverage herein provided for.

10. The CLUB shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state or municipal government, and of any and all their departments and bureaus, applicable to the licensed premises, for the correction, prevention and abatement of nuisances or other grievances in, upon or connected with said premises during said term. The CLUB shall be responsible for real estate taxes or assessments, if same are imposed upon the TOWN due to the use of the Licensed Premises by the CLUB.

11. It is understood and agreed that if the CLUB be in default in the performance of any of the covenants contained in this Agreement, or if the CLUB shall fail to comply with any of the statutes, ordinances, rules, order, regulations and requirements of any federal, state, municipal or other government, or any of their departments applicable to the Licensed Premises, the TOWN may, at its option, at any time thereafter, terminate this Agreement by giving to the CLUB five (5) days notice in writing of such termination. Thereafter, this Agreement shall expire and come to an end, and the TOWN shall have its remedies for any damages as a consequence thereof.

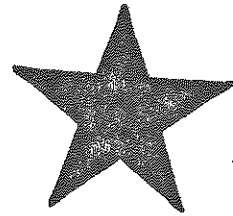


12. The permission of the TOWN granting the use of the Licensed Premises, is made only to the CLUB for the use of its patrons and guests, and may not, without the express consent of the Town Board of the TOWN, be transferred or assigned to any other firm or person.

13. It is understood and agreed that this Agreement embodies the entire understanding of the parties, and may not be extended or modified, except in writing, subscribed by both parties hereto. There have been no other oral or written agreements or protocols. If for any reason a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, such provision of this Agreement will be enforced to the maximum extent permissible under the law, and the other provisions of this Agreement shall remain in full force and effect.

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

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

Reviewed:

TOWN OF OYSTER BAY

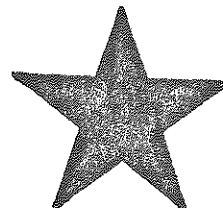
Deputy Town Attorney

Supervisor

ITALIAN AMERICAN CITIZENS CLUB
OF OYSTER BAY

President

*License Agreement between the Town of Oyster Bay and the Italian American Citizens Club of Oyster
Bay for use of a portion of parking lot O-7 for the period June 1, 2023 – May 31, 2028*



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

On this day of , 2023, before me personally came and appeared , to me known, who being by me duly sworn, did depose and say; that he is the of the Town of Oyster Bay, the municipal corporation described in and which executed the foregoing instrument; that the execution of this agreement was duly authorized by the Town Board of said municipal corporation; and that he signed his name thereto by like authorization.

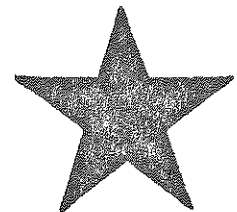
NOTARY PUBLIC

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

On this day of , 2023, before me personally came and appeared , to me known, who being by me duly sworn, did depose and say that (s)he resides at County, New York, that (s)he is the of the Italian American Citizens Club of Oyster Bay, and has authority to sign on behalf of said Corporation described in and which executed the foregoing instrument, that the execution of this agreement was duly authorized by order of the Board of Directors of said Corporation; and that (s)he signed her/his name thereto by like order.

NOTARY PUBLIC

License Agreement between the Town of Oyster Bay and the Italian American Citizens Club of Oyster Bay for use of a portion of parking lot O-7 for the period June 1, 2023 – May 31, 2028



Meeting of May 23, 2023

Resolution No.363-2023

Handwritten signature
Reviewed By
Office of Town Attorney

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated May 22, 2023, advised that on September 26, 2022, the Department of Public Works issued "Requests for Proposals" to seventy-five (75) firms, for Contract No. DPW22-240, Hicksville Downtown Revitalization Initiative – Open Space and Downtown Connectivity, in accordance with the Town's approved procurement procedure, which included direct solicitations to firms whose qualifications are on file, and firms which responded to an advertisement of the availability of the documents through the Town website, Newsday, and the New York State Contract Reporter; and

WHEREAS, Commissioner Lenz, by said memorandum, advised that on October 20, 2022, the Department of Public Works, Division of Engineering received eight (8) bids for Contract No. DPW22-240, and said bids were publicly opened and read; and

WHEREAS, Commissioner Lenz, by said memorandum, advised that the evaluation and selection process was performed in compliance with the requirements of Guideline 9 of the Town of Oyster Bay Procurement Policy; and

WHEREAS, Commissioner Lenz, by said memorandum, recommended, after review of the Division of Engineering's preliminary recommendations, recommended and requested that Contract No. DPW22-240 be awarded to Cameron Engineering & Associates, LLP, 177 Crossways Park Drive, Woodbury, New York 11797 in the amount of \$685,581.00; and

WHEREAS, Commissioner Lenz, by said memorandum, further advised that funds are available in Account No. IGA CD 8689 27000 549 CDRI; and

WHEREAS, Commissioner Lenz, by said memorandum, and Cameron Engineering & Associates, LLP, by letter dated December 5, 2022, request the use of the following sub-consultants: TriState Planning, Engineering & Land Surveying, P.C. for surveying services; YU & Associates, Inc. for geotechnical services; Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services D.P.C. for landscape architecture services; Lumen Architecture, PLLC for lighting design, and DACK Consulting Solutions, Inc. for cost estimating services; and

WHEREAS, Commissioner Lenz, by said memorandum, further advised that the proposed consultant's and each sub-consultant's disclosure questionnaire have been reviewed and have satisfied the Town's Procurement Policy,

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation as hereinabove set forth are accepted and approved, and Contract No. DPW22-240, Hicksville Downtown Revitalization Initiative – Open Space and Downtown Connectivity is awarded to Cameron Engineering & Associates, LLP, 177 Crossways Park Drive, Woodbury, New York 11797, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed \$685,581.00 for this purpose, with funds available for payment in Account No. IGA CD 8689 27000 549 CDRI; and be it

FURTHER RESOLVED, That the Supervisor or his designee be authorized to execute an agreement between the Town and Cameron Engineering & Associates, LLP, 177 Crossways Park Drive, Woodbury, New York 11797, for Cameron Engineering & Associates to provide the aforementioned services; and be it

FURTHER RESOLVED, That the services of TriState Planning, Engineering & Land Surveying, P.C.; YU & Associates, Inc.; Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services D.P.C.; Lumen Architecture, PLLC; and DACK Consulting Solutions, Inc. be authorized as sub-consultants.

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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