

John Canning

APPROVED

COMMISSIONER OF HUMAN RESOURCES

Meeting of November 14, 2023

RESOLUTION P-15-2023

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 |

John Lanning
APPROVED
COMMISSIONER OF HUMAN RESOURCES

Meeting of November 14, 2023

PA-1-2024

RESOLVED, That the following personnel be and hereby are appointed in the Department of Planning and Development, at the maximum amount not to exceed as indicated below effective from January 1, 2024 through December 31, 2024.

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

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

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

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

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

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

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

TOWN OF OYSTER BAY

Inter-Departmental Memo

To: MEMORANDUM DOCKET

From: TIMOTHY R. ZIKE, DEPUTY COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT

Date: OCTOBER 30, 2023

Subject: RECOMMENDATION FOR RE-APPOINTMENTS - 2024
TO THE EXAMINING BOARD OF ELECTRICIANS

Please be advised that the terms of the various members of the above referenced Board expire on December 31, 2023.

Since this Board continues to perform an important service for the Town of Oyster Bay, this Department is recommending that the following members be re-appointed for a one-year period beginning on January 1, 2024 through December 31, 2024.

Examining Board of Electricians

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

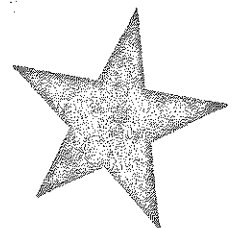
Funds for this purpose will be available in Account No. PAD B 3620 12000 000 0000.

Timothy R. Zike

TIMOTHY R. ZIKE
DEPUTY COMMISSIONER

TRZ:dm

cc: Vicki Spinelli, Deputy Commissioner/Human Resources



John Canning
COMMISSIONER OF HUMAN RESOURCES

APPROVED

Meeting of November 14, 2023

PA -2-2024

RESOLVED, That the following personnel be and hereby are appointed in the Department of Planning and Development, at the maximum amount not to exceed as indicated below effective from January 1, 2024 through December 31, 2024.

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

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

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

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

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

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

TOWN OF OYSTER BAY

Inter-Departmental Memo

To: MEMORANDUM DOCKET

From: TIMOTHY R. ZIKE, DEPUTY COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT

Date: OCTOBER 30, 2023

Subject: RECOMMENDATION FOR RE-APPOINTMENTS – 2024
TO THE PLUMBER'S EXAMINING BOARD

Please be advised that the terms of the various members of the above referenced Board expires on December 31, 2023.

Since this Board continues to perform an important service for the Town of Oyster Bay, this Department is recommending that the following members be appointed for a one-year period beginning on January 1, 2024 through December 31, 2024.

Examining Board of Plumbers

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

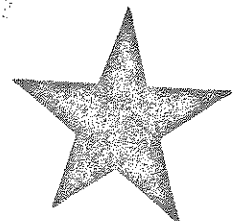
Funds for this purpose will be available in Account No. PAD B 3620 12000 000 0000.

Timothy R. Zike

TIMOTHY R. ZIKE
DEPUTY COMMISSIONER

TRZ:dm

cc: Vicki Spinelli, Deputy Commissioner/Human Resources



Meeting of November 14, 2023

Resolution No. TF-15-2023

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 | TO |
|----------|-------|--------------|---------------------------------|----|
| 072-23 | DPW | \$ 1,300.00 | DPW SD 8540 41600 000 0000 | |
| | | \$ 1,300.00 | DPW SD 8640 41400 000 0000 | |
| | | \$ 8,300.00 | DPW SD 8540 41600 000 0000 | |
| | | \$ 8,300.00 | DPW SD 8540 25000 000 0000 | |
| 073-23 | CYS | \$ 5,000.00 | CYS A 7020 41800 000 0000 | |
| | | \$ 5,000.00 | CYS A 7020 23000 000 0000 | |
| 074-23 | DGS | \$100,000.00 | DGS A 1620 11000 000 0000 | |
| | | \$100,000.00 | DGS 1620 46300 000 0000 | |
| | | \$ 25,000.00 | DGS A 1620 41310 000 0000 | |
| | | \$ 25,000.00 | DGS A 1620 44900 000 0000 | |
| | | \$ 25,000.00 | DGS A 1620 46100 000 0000 | |
| | | \$ 25,000.00 | DGS A 1620 44900 000 0000 | |
| | | \$ 5,000.00 | DGS A 1620 41600 000 0000 | |
| | | \$ 5,000.00 | DGS A 1620 25000 000 0000 | |
| 075-23 | EXE | \$100,000.00 | TWN A 1989 47900 000 0000 | |
| | | \$100,000.00 | DPW A 1640 46420 000 0000 | |
| | | \$ 12,000.00 | TWN A 1989 47900 000 0000 | |
| | | \$ 12,000.00 | DPW A 1640 44900 000 0000 | |
| | | \$ 10,000.00 | TWN A 1989 47900 000 0000 | |
| | | \$ 10,000.00 | DER A 3510 41600 000 0000 | |
| 076-23 | EXE | \$500,000.00 | TWN AMS 0001 02680 000 0000 000 | |
| | | \$500,000.00 | TWN AMS 1910 43010 602 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 |

REVIEWED BY
OFFICE OF TOWN ATTORNEY

John M. Salazar

TOWN OF OYSTER BAY
Inter-Departmental Memo

10/16/2023

TO: MEMORANDUM DOCKET

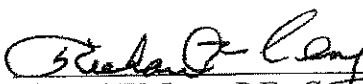
FROM: RICHARD W. LENZ, P.E., COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

SUBJECT: TRANSFER OF FUNDS 2023

Town Board authorization is requested to transfer the following funds:

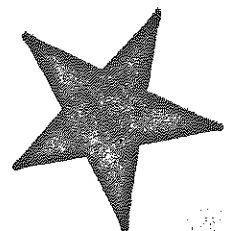
| Account No. | Object Description | Amount |
|---|---------------------|------------|
| <u>From:</u> DPW SD 8540 41600 000 0000 | MATERIAL & SUPPLIES | \$9,600.00 |
| <u>To:</u> DPW SD 8540 41400 000 0000 | UNIFORMS | \$1,300.00 |
| DPW SD 8540 25000 000 0000 | GENERAL EQUIPMENT | \$8,300.00 |

This transfer is needed to purchase lumber for concrete repairs, (1) hydraulic power unit, (1) generator, (1) submersible trash pump, and rain jackets.


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

 RWL/dp

C: Comptroller's Office



TOWN OF OYSTER BAY
Inter-Departmental Memorandum

October 27, 2023

TO: Memorandum Docket

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


SUBJECT: Transfer of Funds

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

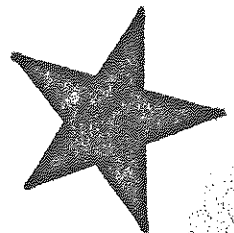
From: CYS A 7020 41800 000 0000 Recreational Supplies \$ 5,000.00

To: CYS A 7020 23000 000 0000 Other Equipment \$ 5,000.00

The transfer will accommodate the purchase of replacing equipment that is old, worn out and cannot be repaired. The equipment is for the Syosset Pre-school, Senior Citizen Program and various Community Centers.


Maureen A. Fitzgerald
Commissioner

MAF:iw



INTER - DEPARTMENTAL MEMO

Date: NOVEMBER 3, 2023
To: MEMORANDUM DOCKET
From: RALPH J. RAYMOND, COMMISSIONER OF GENERAL SERVICES
Subject: OPERATING ACCOUNTS - TRANSFER OF FUNDS


The following transfer is respectfully requested:

| | | | |
|-------|---------------------------|-------------------------------|--------------|
| FROM: | DGS A 1620 11000 000 0000 | FULL TIME SALARIES | \$100,000.00 |
| | DGS A 1620 41310 000 0000 | PRINTING SUPPLIES | \$25,000.00 |
| | DGS A 1620 46100 000 0000 | EQUIPMENT MAINTENANCE | \$25,000.00 |
| | DGS A 1620 41600 000 0000 | MATERIALS & SUPPLIES | \$5,000.00 |
| TO: | DGS A 1620 44900 000 0000 | OTHER CONTRACTS | \$50,000.00 |
| | DGS A 1620 46300 000 0000 | BUILDING PROPERTY MAINTENANCE | \$100,000.00 |
| | DGS A 1620 25000 000 0000 | GENERAL EQUIPMENT | \$5,000.00 |

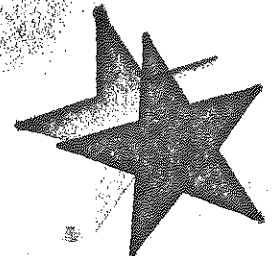
TOTAL \$155,000.00

JUSTIFICATION: TRANSFER OF FUNDS NEEDED TO COVER ADDITIONAL SERVICES AND REPAIRS ON TOWN OWNED FACILITIES.

Town Board approval is respectfully requested.


Ralph J. Raymond
Commissioner of General Services

RJR/nl



2B

Town of Oyster Bay
Inter-Departmental Memo

November 6, 2023

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

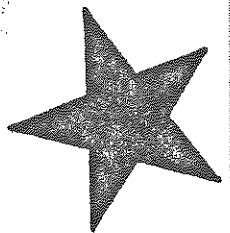
In order to provide funds for various expenses in the Department of Public Works budget for Central Vehicle Maintenance and Animal Shelter, the following transfer of funds is hereby requested:

| | | | | | | | |
|----------------|---|------|-------|-----|------|----------------------|---------------|
| Transfer from: | | | | | | | |
| TWN | A | 1989 | 47900 | 000 | 0000 | Other Expenses | \$ 122,000.00 |
| Transfer to: | | | | | | | |
| DPW | A | 1640 | 46420 | 000 | 0000 | Outside Repairs | \$ 100,000.00 |
| DPW | A | 1640 | 44900 | 000 | 0000 | Other Contracts | \$ 12,000.00 |
| DER | A | 3510 | 41600 | 000 | 0000 | Materials & Supplies | \$ 10,000.00 |

Thank you.


Rob Darienzo
Director of Finance

RD/rd
Word/Documents/Docket/TOF 2023 CVM and animal shelter



Town of Oyster Bay
Inter-Departmental Memo

November 6, 2023

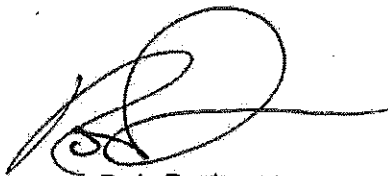
To: Memorandum Docket
From: Rob Darienzo, Director of Finance
Subject: Transfer of Funds

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

| | | | | | | | | | | |
|-----------|-----|------|-------|-----|------|-----|----------------------|--|------------|--|
| Increase: | | | | | | | | | | |
| TWN | AMS | 0001 | 02680 | 000 | 0000 | 000 | Insurance Recoveries | | 500,000.00 | |

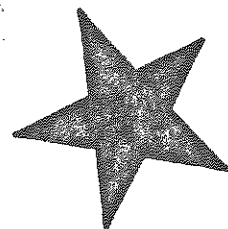
| | | | | | | | | | | |
|-----------|-----|------|-------|-----|------|-----|-------------------|--|------------|--|
| Increase: | | | | | | | | | | |
| TWN | AMS | 1910 | 43010 | 602 | 0000 | 000 | General Liability | | 500,000.00 | |

Thank you.



Rob Darienzo
Director of Finance

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



Meeting of November 14, 2023

Resolution No.709-2023

WHEREAS, by Resolution No. 693-2022, adopted October 4, 2022, the Town Board authorized the Town to enter into a contract with Ford Strategy Management Group, Inc., to provide services for Consulting for Communications Voice over Internet Protocol (VoIP) and Information Security for prospective contractors, for a one (1) year term beginning October 4, 2022 through and including October 3, 2023, with two (2), one-year extension options, to be exercised solely at the option of the Town; and

WHEREAS, Ralph J. Raymond, Commissioner, General Services Department, by memorandum dated September 18, 2023, requested that the Town Board authorize the Supervisor, or his designee to enter into the first one-year extension of the agreement with Ford Strategy Management Group, Inc., to continue to provide services relating to Consulting for VoIP and Information Security, for the one (1) year term beginning October 4, 2023 through and including October 3, 2024, under the same terms and conditions; and

WHEREAS, Commissioner Raymond, by said memorandum, advised that the vendor's disclosure questionnaire has been reviewed and has satisfied the Town's Procurement Policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Supervisor, or his designee is hereby authorized to enter into the first one-year extension of the agreement with Ford Strategy Management Group, Inc., to continue to provide consulting services relating to VoIP and information security, for the one (1) year term beginning October 4, 2023 through and including October 3, 2024, with one (1), remaining one-year extension option; and it be further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment to Ford Strategy Management Group, Inc., in an amount not to exceed \$150,000.00 from Account No. TWNA 1989 47900 000 0000, upon submission of a duly certified claim, after audit.

-#-

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

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

REVIEWED BY
OFFICE OF TOWN ATTORNEY

Meeting of November 14, 2023

Resolution No.800-2023

WHEREAS, Ralph Ekstrand, Mayor, Incorporated Village of Farmingdale, ("Village"), by letter dated October 16, 2023, requested that the Town enter into an Inter-Municipal Agreement with the Village, for the Town to clean catch basins and drainage pipes throughout the Village, when the Village requests such services; and

WHEREAS, John Tassone, Chief Deputy Commissioner, Department of Public Works/Highway, by memorandum dated October 20, 2023, requested that the Office of the Town Attorney prepare a new Inter-Municipal Agreement with the Village for the period, December 1, 2023 through November 30, 2024; and

WHEREAS, Frank M. Scalera, Town Attorney, and Anthony C. Curcio, Deputy Town Attorney, by memorandum dated October 20, 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 Farmingdale, for the Town to clean catch basins and drainage pipes throughout the Village, when the Village requests such services, for the period, from December 1, 2023 through and including November 30, 2024,

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 Farmingdale, for the Town to clean catch basins and drainage pipes throughout the Village, when the Village requests such services, for the period, from December 1, 2023 through and including November 30, 2024.

#

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

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

Meeting of November 14, 2023

Resolution No.804-2023

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated October 12, 2023, requested Town Board authorization for the Town to enter into a License Agreement for the Town's use of the Tilles Center at Long Island University, Brookville, in connection with the Town of Oyster Bay's Annual Holiday Concert Series, to be held on Monday, November 27, 2023, at 7:30 p.m., and Tuesday, November 28, 2023, at 2:00 p.m. and 7:30 p.m., for a total fee of \$36,991.67, which includes facility staff, public safety staff and traffic control and use of the facility for a performance rehearsal and three (3) performances,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Town is authorized to enter into, and the Supervisor and/or his designee is hereby authorized to sign, a License Agreement for the use of the Tilles Center at Long Island University, Brookville, in connection with the Town of Oyster Bay's Annual Holiday Concert Series, to be held on Monday, November 27, 2023, at 7:30 p.m., and Tuesday, November 28, 2023, at 2:00 p.m. and 7:30 p.m., for a total fee of \$36,991.67, and the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit; and be it further

RESOLVED, That the funds for said payment are to be drawn from Account No. CYS A 7020 47660 000 0000, *Special Events*.

-#-

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 Memorandum

October 12, 2023

TO: Memorandum Docket
FROM: Maureen A. Fitzgerald, Commissioner
Department of Community and Youth Services
SUBJECT: 2023 Annual Holiday Concert - Venue


The Department of Community and Youth Services requests Town Board authorization to sign a Licensing Agreement for the use of the Tilles Center @ Long Island University for the Town's Annual Holiday Concert Series.

The Licensing Agreement includes use of the facility for a performance rehearsal and three (3) performances. Included in the Agreement are house managers, lighting staff, audio staff, ushers and public safety staff. The total cost of the usage shall not exceed \$36,991.67.

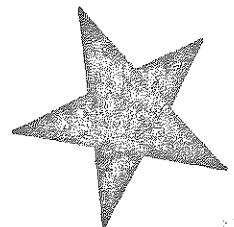
The concerts will be held on Monday, November 27, 2023 at 7:30pm; Tuesday, November 28, 2023 at 2:00pm and Tuesday, November 28, 2023 at 7:30pm. Last year, the concert series was authorized by Town Board Resolution # 838-2022, dated November 15, 2022.

Long Island University's *Disclosure Questionnaire* has been reviewed and satisfies the Town's Procurement Policy. The Agreement has been forwarded to the Office of the Town Attorney for "approved as to form". The fee of \$36,991.67 for the Licensing Agreement will be paid from account number CYS A 7020 47660 000 0000, *Special Events*.

Therefore, it is respectfully requested that the Town Board authorize the Town to enter into the Agreement, as negotiated, and authorize the Supervisor and/or his designee to execute said Agreement.


Maureen A. Fitzgerald
Commissioner

MAF:iw
Attachments



Meeting of November 15, 2022

Resolution No.838-2022

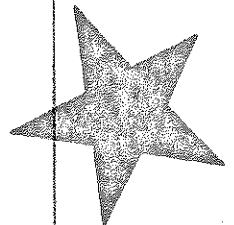
WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memoranda dated October 28, 2022, and November 7, 2022, requested Town Board authorization to sign a License Agreement for the Town's use of the Tilles Center at Long Island University, Brookville, in connection with the Town of Oyster Bay's Annual Holiday Concert Series, to be held on Monday, December 5, 2022, at 7:30 p.m., and Tuesday, December 6, 2022, at 2:00 p.m. and 7:30 p.m., for a total fee of \$33,605.29, which includes facility staff, public safety staff and traffic control and use of the facility for a performance rehearsal and three (3) performances; and

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and the Supervisor and/or his designee and/or Commissioner Maureen A. Fitzgerald, Department of Community and Youth Services, is hereby authorized to sign a License Agreement for the use of the Tilles Center at Long Island University, Brookville, in connection with the Town of Oyster Bay's Annual Holiday Concert Series, to be held on Monday, December 5, 2022, at 7:30 p.m., and Tuesday, December 6, 2022, at 2:00 p.m. and 7:30 p.m., for a total fee of \$33,605.29, and the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit; and be it further

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

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. J. [Signature]

LONG ISLAND UNIVERSITY
LIU POST

LICENSE AGREEMENT FOR TILLES CENTER FACILITIES

AGREEMENT made October 9, 2023, between LONG ISLAND UNIVERSITY, a New York educational corporation having an office at Long Island University Center, 700 Northern Boulevard, Greenvale, New York 11548 ("Licensor"), and

Town of Oyster Bay Dept. of Community Services

a not-for-profit / ~~for-profit~~ corporation having an address at

977 Hicksville Road
Massapequa, NY 11758

Contact: Maureen Fitzgerald, mfitzgerald@oysterbay-ny.gov
516-797-7909

("Licensee").

In consideration of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

1. Use of the Facility and Premises.

Licensor grants to Licensee permission to use the auditorium, stage, dressing rooms, lobbies, and hallways of Tilles Center for the Performing Arts ("Facility") on Licensor's LIU Post campus in Greenvale, N.Y., ("Premises") upon the following occasion(s) ("Engagements") for the following purposes only:

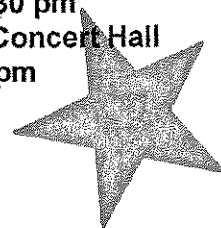
Under "Purpose" below, the following definitions shall apply:

- "Rehearsal" shall mean use of the stage, dressing rooms, auditorium and technical support areas of the facility by performers and technical and administrative support staff only. No audience shall be permitted at any rehearsal.

- "Performance" shall mean use of the facility for an event to which an audience has been invited or to which tickets have been sold or distributed to the public. Each performance shall be assumed to start at the time(s) specified below and to conclude no more than three hours later.

- "Hours" shall refer to the period of time on the specified date during which the facility shall be open and available for use by Licensee.

| <u>Date</u> | <u>Hours</u> | <u>Purpose</u> |
|----------------------|--------------|--|
| MON., NOV. 27, 2023 | 8 AM – 11 PM | Rehearsal and performance in Concert Hall at 7:30 pm |
| TUES., NOV. 28, 2023 | 8 AM – 11 PM | Performances in Concert Hall At 2 pm and 7:30 pm |



2. Compensation and Fees

Licensee agrees to pay the Licensors for all expenses related to this event including, but not limited to, rental usage fees, stage supplies and equipment, handling fees, facility fees, and all labor charges for labor required or requested by the Licensee to prepare and operate Tilles Center for the Performing Arts for the purpose above described, including but not limited to house managers, event attendees, ticket takers, ticket sellers, ushers, police, fire and safety personnel, stage hands, electricians, sound technicians, wardrobe personnel, loaders, unloaders, traffic control, and custodians.

The Total Estimated Expenses, as established in Addendum 1: Quote for Services and Facility Use, is **Thirty-Six Thousand, Nine Hundred and Ninety-One U.S. Dollars and Sixty-Seven Cents (\$36,991.67)**.

Upon the signing of this agreement, Licensee shall be deemed liable for the entire License Fee and Licensors shall be under no obligation to submit invoices or statements prior to receiving payment. Licensee shall pay to Licensors in cash, credit card or by certified check made payable to Long Island University and delivered to the Tilles Center attention Director of Facility Operations. All fees paid by Credit Card will be assessed a 3% processing fee.

(a) A License Fee of **Twenty-Three Thousand, One Hundred U.S. Dollars (\$23,100.00)** for all of the above engagements. A portion of this fee in the amount of **Five Thousand Dollars (\$5,000.00)** shall be paid upon the signing of this agreement as a non-refundable deposit. The balance of the License Fee shall be paid in full on or before **November 25, 2023**.

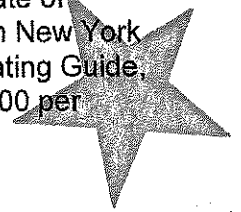
(b) Additional fees as may be established by the Director of Tilles Center for the use of ancillary spaces, special equipment, or extra services in conjunction with the above engagements or for utilization of the facility at times or for purposes other than as listed above, and as authorized by the express written consent of the Director. Any such use shall be subject to all terms and conditions of this agreement.

(c) A "Facility Fee" surcharge of \$4.50 to be added to the ticket price at point of sale for each ticket sold by Tilles Center for the event. Tickets sold via the Tilles Center Box Office, or Ticketmaster shall be subject to the \$4.50 "Facility Fee." This surcharge shall be remitted directly to Licensors and shall not be included in computing the Box Office Receipts payable to Licensee. Licensors may require payment of this surcharge by Licensee for all or a portion of tickets allotted for direct sale or distribution by Licensee.

(d) Licensee agrees to provide Licensors, without charge, ten (10) pairs of tickets in the orchestra section to each performance above. Licensors agree to return these tickets to Licensee prior to the performance in the event that they will not be used.

3. Insurance Coverage

Licensee will, at least thirty (30) days before the initial period of use granted under this agreement, deposit with the Director of Facility Operations or their designate, a certificate of insurance evidencing general liability insurance with a carrier licensed to do business in New York State and rated not lower than A:9 of the current A.M. Best's Property Casualty Key Rating Guide, insuring both the Licensee and Long Island University, with minimum limits of \$1,000,000 per



occurrence for bodily injury and property damage combined, \$1,000,000 per occurrence for personal and advertising injury, and \$2,000,000 per location aggregate. Certificate will also evidence statutory NYS Workers Compensation and Employer's Liability Insurance affording the statutory limits/coverage under the Workers Compensation Laws of NYS, and property insurance covering all equipment and material (owned, borrowed or leased by Licensee or its employees) utilized in and/or related to Licensee's activity or performance conducted on Licensor's premises, with a \$500,000 limit. All policies shall be written on an "occurrence" basis and shall apply on a primary basis, irrespective of any other insurance whether collectible or not, for obligations assumed by Licensee for all periods of use covered under this contractual agreement. Further, the general liability policy shall be endorsed to name Long Island University and the Indemnified Parties as an "Additional Insured". Licensee accepts that failure to provide adequate or proper certification of insurance specifically including Long Island University as an "additional named insured" on the general liability policy prior to the first engagement listed above shall immediately be deemed a breach of this agreement and that all engagements herein shall be subject to immediate cancellation.

4. Services

Tilles Center shall provide the licensed space(s) with heat, air conditioning, house lights, customary janitorial services, normal stage equipment inventory such as lights, curtains, etc. depending on the requirement of the event(s). However, in the event that extra lights, other than the regular house and stage lights, or extra electrical power, additional sound equipment, janitorial services or any other service or equipment not normally supplied by the University, is required by the Licensee, the same shall be paid for by the Licensee at current rates then in effect. Licensee shall furnish Tilles Center with detailed event specifications no later than three (3) weeks prior to the beginning of the license period. Tilles Center cannot guarantee any request made after the aforementioned date.

5. Other Expenses and Charges

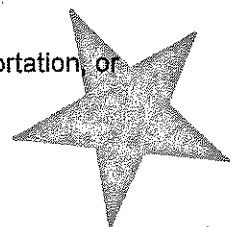
(a) Front-of-House staff, including House Manager, Ticket Takers, Ushers and others as deemed necessary by Licensor from one hour prior to the scheduled start of each such Performance until the conclusion of the event or for four hours, whichever shall be less.

(b) Traffic and parking control as deemed necessary by Licensor for each Performance, including any personnel required for valet parking services or reserved parking spaces and any overtime services required as a result of a performance ending more than three hours after its scheduled start.

(c) Stagehands, loaders, electricians, instrument tuners, wardrobe assistants or any other personnel required for set-ups, rehearsals, performances, or take-downs on stage.

(d) Fire watch personnel, including electricians, contracted fire personnel, and / or additional stagehands required by local ordinances and codes in order to permit the use on the stage and / or in the auditorium of any smoke, haze or fog effects, open flames, burning materials, or any use of volatile or dangerous substances. The presence or use of any of the above in a rehearsal or performance must be reported and reviewed at least six weeks prior to any such occurrence on the premises. Licensor, as represented by the Tilles Center Production Manager and Director of Facility Operations, shall have the sole right to final approval of any plan to utilize such effects on the premises and to specify the conditions and personnel necessary for such use.

(e) Catering services, telephone services, clerical assistance, equipment rental, transportation, or assistance with public relations and advertising.



(f) Services in addition to those specified elsewhere in this agreement for parking, security, janitorial, front-of-house, or box office services.

Licensor reserves the right to require a cash deposit based on estimated costs of any of the above services prior to providing same. Licensor shall itemize and invoice Licensee for the cost, including transportation and shipping, payroll benefits, overtime charges, and any other incidental charge of all such services and material following each engagement. Licensee agrees to pay such invoices within fifteen days after the invoice date.

6. Conditions for Use of the Facility and Premises

Licensee shall exercise good care in its use of the facility and any and all incidental use of the premises. Licensee agrees to promptly reimburse Licensor for any damages to the premises or facility caused by any act or omission by Licensee or its agents, employees, patrons, guests or other personnel.

Licensee shall not permit the premises or any part thereof to be occupied or used by others not authorized by Licensor.

Licensee agrees that it and its employees, agents, patrons, guests and other personnel shall comply with all applicable local, state and federal laws, ordinances and codes and with the regulations, rules and conditions for use of the facility and premises, including the following:

(a) Licensee shall at no time permit or cause to occur any of the following:

(i) More than 2242 persons to be in the Tilles Center Concert Hall, or more than 506 persons in Krasnoff Theater, or more than the number of persons approved for occupancy in any other space on the premises.

(ii) Any obstruction of any fire exit, fire door, aisle, passage, corridor, fire lane, or other feature on the premises related to public egress or safety.

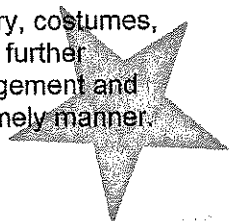
(iii) The introduction or storage anywhere on the premises of any highly flammable, explosive, poisonous, toxic, or illegal substance or material, or any firearms, weapons, or incendiary devices.

(b) Licensee shall not permit smoking, food or drink except in areas designated by Licensor. Public health laws prohibit smoking in all public areas of the facility.

(c) Licensee and all persons and organizations associated with Licensee agree to abide by the traffic and parking regulations on the premises. Violators will be liable for fines, towing charges, collection charges, and/or other charges or actions as may be imposed by Licensor for enforcement of these regulations. PARKING AND USE OF VEHICLES ON THE LIU POST CAMPUS ARE AT YOUR OWN RISK.

(d) Licensee accepts that normal hours of operation for the facility are limited to 8 a.m. to 11 p.m., technical calls and rehearsals must end by 11:00 p.m. unless prior permission for extension is granted. Any use of the facility outside of these hours shall be solely at the discretion of the managers of the facility and may be conditioned upon additional fees for such use.

(e) Licensor accepts no liability for any personal property, equipment, instruments, scenery, costumes, or other material belonging to Licensee or Licensee's personnel while on the premises. Licensee further agrees to remove all such material and property from the premises promptly following each engagement and to be liable for any expenses incurred by Licensor as a result of Licensee's failure to do so in a timely manner.



(f) Licensee shall not cause or allow any signs, pictures, posters, fliers, banners, balloons, or other decorative or promotional materials to be distributed, displayed, or otherwise placed in or on the facility or premises without specific prior approval and consent by Licensor for each instance and different item thereof.

(g) Licensee is hereby notified that the fire protection systems in the facility are very sensitive and that they cannot be altered or disabled unless certified fire watch personnel are in the building (see 5(b) above.) The introduction of any airborne substance, balloons, paint fumes, excessive steam, smoke, haze or other environmental effects into any area in the building may trigger the alarm system. In the event of an alarm and the absence of approved "fire watch" personnel, all activities in the building must be interrupted and the building must be evacuated immediately.

(h) Licensor, or its authorized concessionaires, shall have the exclusive right to sell or distribute any and all merchandise, food, beverage, or services on the premises. This includes any food, beverage service or catering provided for performers or receptions backstage, or any other gatherings on the premises. Arrangements for catering by the University/Campus concessionaire must be made at least two weeks in advance with the Tilles Center Office. Arrangements for the sale of merchandise in the lobbies of the theater must be made in advance with the Tilles Center Operations Manager, and will be subject to the standard house commissions and New York State Sales taxes, as follows:

NY State & Nassau County sales tax: 8.625%
House Commission on concessionaires: 15% of after-tax gross sales
House Commission for sales by House staff: 20% of after-tax gross
House Commission on media: 10% of after-tax gross

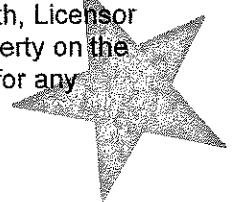
The Tilles Center House Manager may, at his or her discretion, decline approval of sales at specific times, locations, or events, or may decline permission to sell specific items. Sales of food, beverage, snacks, or candy, except by Tilles Center or University concessionaires, will not be approved. No exceptions to this provision are permitted unless approved in writing by the Executive Director or Director of Facility Operations of Tilles Center for each specific occasion or event.

Specific areas in Tilles Center's lobbies are licensed for the sale of alcoholic beverages, and such service is normally offered at evening performances and matinees directed primarily at adult audiences. Licensee may file a specific written request with the Tilles Center Operations Manager or Director of Facility Operations at least Thirty (30) days in advance to suspend the sales of alcoholic beverages at any or all engagements covered by this agreement. Licensor will, to the best of its ability, honor all such requests. Licensor reserves the unilateral right to suspend the sale of alcoholic beverages on the premises at any time and for any reason.

(i) Licensee shall not cause any violation of any agreement or contract between Licensor and any labor union, guild, service company or individual performing work, labor or services on the premises.

(j) Licensee shall not permit filming, radio or television broadcasting, audio or video recording, or still photography of any event, rehearsal, or performance on the premises without the prior written consent of the Executive Director or Director of Facility Operations of Tilles Center. The Director may, on behalf of Licensor, limit or deny approval in any specific instance.

(k) Licensor shall have the right to prevent, interrupt, or interfere with any engagement, rehearsal, or performance; to enter any space in the facility at any time with good cause; to address all persons on the premises; to eject individuals from the premises; to evacuate buildings or areas of the premises; or to call on the assistance of local law enforcement agencies when in its sole discretion, exercised in good faith, Licensor believes that such action is necessary to protect the safety, health, or welfare of persons and property on the premises. Licensee accepts the risks of the occurrence of such events or actions and full liability for any resulting losses or damages to Licensee.



(l) Licensee agrees that admission, seating, and access to any event on the premises will be without regard to race, color, sex, religion or national origin.

(m) Licensor reserves the right to conduct normal business and to rent other parts of the facilities and/or premises at the same time as the license of said facilities and/or premises to the Licensee. Licensee acknowledges that the Ticket Office may, at the option of the University, be open to the general public at all times Tilles Center for the Performing Arts is open.

7. Advertising and Programs

(a) Licensee shall provide advance notice and copy to the Tilles Center Executive Director or Director of Facility Operations of all publicity material, press releases, advertising or promotional material concerning events at Tilles Center prior to publication, airing, mailing or distribution of same. Licensee bears full responsibility for the accuracy of all such material.

(b) Licensee agrees to represent Licensor, facility and premises in all public materials and announcements as follows: "Tilles Center for the Performing Arts" or "Tilles Center" or "LIU Tilles Center" and "Long Island University, LIU Post" or "LIU Post". Except where grammatically necessary, "Tilles Center" should not be preceded by any article (i.e., do **not** use "The Tilles Center.") Upon request, Licensor will provide relevant logo graphics with permission for use in materials related to this engagement. Any alteration of the logo graphics or their use in materials not related to this engagement is strictly prohibited.

(c) Licensee agrees to provide at its sole expense any and all printed program material in an assembled finished state at least three hours prior to the start of any performance at which such material is to be distributed. Licensee agrees to include in any printed program announcements relating to public safety in accordance with local regulations and practice. Licensor will provide specific wording for such announcements upon request.

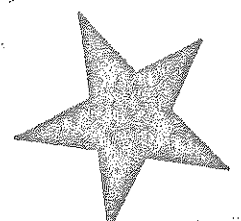
8. Tickets and Ticket Sales

The following provisions shall apply to all performances or events at the facility to which admission shall be by ticket or to which admission shall be offered for sale to the public.

(a) Licensee shall have the right to sell tickets or admissions directly to the public only from their own offices or by direct mail. Licensee shall not make tickets available through any other agency, outlet, system or service except with the specific written consent and approval of Licensor.

(b) Licensee designates _____ as the sole individual authorized to represent it in all matters of seating, tickets and ticket sales. Licensor will accept communications regarding tickets only from this person. Licensee warrants that this representative person or a specifically designated, knowledgeable substitute will be in attendance in the Tilles Center lobby or box office from one hour prior to performance through intermission for each event to which tickets have been sold. Licensor in turn designates the Tilles Center Audience Managers as its representatives authorized to accept and transmit all correspondence relating to ticket sales.

(c) All tickets for performances must be obtained from the Tilles Center Box Office and must conform to standard formats used by the Center. Copy to appear on tickets must be submitted in writing to the Box Office and will be subject to approval by the Tilles Center Director of Audience Services. Licensor must approve the final ticket proof prior to any tickets being printed or sold. A fee of Twelve cents (\$0.12) per ticket will be assessed for all tickets printed in-house by Licensor for delivery to Licensee.



(d) Licensor shall have the right to accept credit cards, checks, Tilles Center gift certificates, or other forms of non-cash payment for ticket sales. Credit card fees, bank charges, and any other usage fees for such transactions shall be deducted from the net receipts due to Licensee. Credit card fees shall be assessed at a rate of 4% of gross transactions for all sales channels.

(e) Licensor shall have the sole right to operate the box office at the facility and shall determine all box office policy, including hours of operation, personnel, conditions of sale, acceptable methods of payment, and handling of receipts. The facility box office will be open at least from one hour before until one half hour after the start of any performance to which it has sold tickets. Further information regarding box office policy may be obtained from the Tilles Center Director of Audience Services.

(f) Licensee agrees that if tickets are to be made available to any students or educators at a discount, that the same discount shall be made available to students, faculty and staff of Long Island University.

(g) Licensor reserves the right to refund tickets sold by it or its agents in the event of cancellation of a performance or other failure on the part of Licensee and to assess Licensee for Refund Fees as specified in Section 2. above. Licensor reserves the right to refund tickets at its discretion and sole determination. Licensor shall be under no obligation to issue refunds for tickets sold directly by Licensee or its agents.

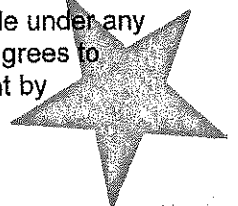
(h) Licensor will provide Licensee with a detailed statement of sales receipts and an accounting of tickets within fifteen days of each event. Licensor has the right to withhold all receipts from ticket sales until Licensee has met all other obligations of this agreement to date. Net proceeds will be paid to Licensee by check approximately three weeks after the event. Under no circumstances shall Licensee be permitted to remove any cash or receipts from the Box Office, nor shall the Box Office be authorized to cash any checks.

(i) Licensee agrees to reimburse Licensor the net value of any credit card charge or check returned as uncollectible up to ninety days following the event, as invoiced by Licensor.

(j) Licensee shall be liable for any and all sales, use or admission taxes applicable to ticket sales or receipts. Licensor may at its discretion pay applicable taxes on receipts collected by it and deduct same from the net receipts due to Licensee.

9. General Terms Of Agreement

(a) Licensee agrees to defend, indemnify and hold harmless Long Island University (Licensor), its trustees, officers, employees and representatives (collectively, the "Indemnified Parties"), against any and all losses, expenses, claims, demands, damages, judgments, liabilities or alleged liabilities (including reasonable attorneys' fees) of any nature whatsoever resulting from, arising out of or in consequence of the negligent acts or omissions, or willful misconduct, of Licensee, its employees, agents, invitees, or others acting under its direction or control (collectively, "Licensees") with respect to Licensee's use of Long Island University's facilities including, but not limited to, damage to property, any injuries or death sustained by any persons, employees, agents, invitees and the like in or about any location within Long Island University premises, whether or not occurring within the specific area of Long Island University's premises utilized by Licensee, any infringement of copyright, royalty or other proprietary right in consequence of any performance on Long Island University's premises, any injuries or damages resulting from defects, malfunction, misuse, etc. of licensee-provided equipment or materials, or any injuries or damages sustained by or to persons or property in consequence of any act, words or images included as part of any performance on Long Island University's premises. The foregoing indemnity shall include injury or death of any of Licensee's employees or invitees and shall not be limited in any way by an amount or type of damages, compensation or benefits payable under any applicable Workers Compensation, Disability Benefits or other employee benefits acts; Licensee agrees to waive its right of subrogation against the Indemnified Parties applicable to any such claims brought by



Licensee's employees or subcontractors. It is further understood and agreed that Licensee will require any subcontractors or others acting under its direction or control to: 1. execute an insurance and indemnification waiver in favor of the Indemnified Parties agreeing to the same terms and conditions as is contained herein, 2. maintain the same insurance coverage as set forth in paragraph 3, and 3. provide certificates of insurance evidencing the required coverage and naming LIU as "Additional Insured"

(b) Licensors shall bear no liability in the event that any engagement, performance or other provision of this agreement is prevented, interrupted, or interfered with by any labor dispute, governmental action, weather, electrical power failure, act of God, or other cause beyond the control of Licensors.

(c) Licensee agrees not to assign this agreement or any rights granted under this agreement to any person, entity, or group without the written consent of the Licensors

(d) Licensors and Licensee warrant that this agreement shall not be construed as creating any employer/employee relationship, nor any partnership, joint venture or other relationship between them except the relationship specifically defined in this agreement.

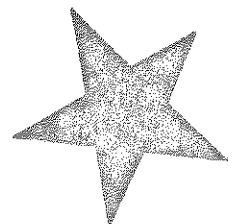
(e) If any part of this agreement is ruled by any court to be void for any reason, it will be severed and the rest of the agreement will continue in force, as if the invalid part had never been a part of this agreement.

(f) If Licensee shall fail to observe any of the terms or conditions of this agreement, or shall fail to make timely payment of any sum required herein, or shall fail to hold any performance scheduled herein except if such failure shall be due to an act of God, then Licensee shall be deemed to have breached this agreement. Licensors shall then have the right to terminate all or part of this agreement, and the entire unpaid balance of fees and charges herein shall immediately become due. Licensee waives any claims for damages or compensation as a result of such termination, and shall be further liable for all reasonable attorney's fees or collection charges incurred by Licensors as a result of such breach of agreement.

(g) This agreement shall be governed by the laws of the State of New York.

(h) This agreement shall not become effective until executed by both parties and Licensee has paid any deposit specified in part 2(a) above. This instrument correctly sets forth the entire agreement between the parties and may not be altered except by written agreement executed by both parties. All correspondence regarding this agreement shall be addressed as follows:

Director of Facility Operations
Tilles Center for the Performing Arts
LIU Post
720 Northern Boulevard
Greenvale, NY 11548



IN WITNESS WHEREOF, the following individuals warrant that they are duly authorized to represent their respective organizations and have applied their signatures to signify acceptance and execution of this agreement in full:

FOR LICENSEE: _____ Date: _____
Signature

Name (Please type or print)

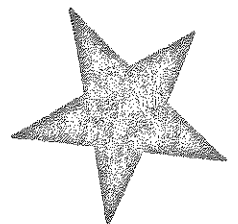
Title

Organization

FOR LICENSOR: _____ Date: _____
Signature

Name (Please type or print)

Title
Long Island University



ADDENDUM A: QUOTE FOR SERVICES AND FACILITIES USE

TimesCenter
for the Performing Arts LIU Post

QUOTE FOR: **Town of Oyster Bay Holiday Concert**
DATE: **11/27/2023 & 11/28/2023**
TIME: **MULTIPLE**

ORGANIZATION **Town of Oyster Bay Dept. Of Community**
ADDRESS **977 Hicksville Road**
CITY **Massapequa**
STATE **NY** ZIP **11758**

Contact **Maureen Fitzgerald**
Phone **(516) 797-7909**
E-Mail **mfitzgerald@oysterbay-ny.gov**
Fax

LICENSE FEE

| DATE | VENUE | TYPE | START | END | FEE | NOTES |
|----------------------------|--------------|---------|-------|------|--------------|--------------------------------------|
| Monday, November 27, 2023 | Concert Hall | Perf | 8AM | 11PM | \$ 11,550.00 | Rehearsal and performance at 7:30 pm |
| Tuesday, November 28, 2023 | Concert Hall | Perf x2 | 8AM | 11PM | \$ 11,550.00 | Performances at 2:00 pm and 7:30 pm |
| TOTAL | | | | | \$ 23,100.00 | |

FREELANCE STAGE LABOR

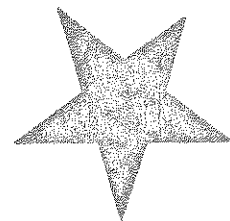
| CALL | POSITION | # CREW | HRS EA. | RATE | TOTAL | NOTES |
|---------------------------|--------------------|--------|---------|----------|-------------|------------------------------------|
| Production | Production Manager | 0 | 12.0 | \$ 42.00 | \$ - | Included in Rental Fee |
| Prep | Stage Hands | 0 | 4.0 | \$ 32.00 | \$ - | Full Strip/Plot Hang & Focus |
| Load in | Stage Hands | 0 | 4.0 | \$ 32.00 | \$ - | |
| Load In + Performance | Stage Hands | 5 | 15.0 | \$ 32.00 | \$ 2,400.00 | Lights, Audio, Deck, 2 Followspots |
| 2 Performances + Load Out | Stage Hands | 5 | 15.0 | \$ 32.00 | \$ 2,400.00 | Lights, Audio, Deck, 2 Followspots |
| Load Out | Stage Hands | 0 | 4.0 | \$ 32.00 | \$ - | |
| Restore | Stage Hands | 0 | 4.0 | \$ 32.00 | \$ - | |
| Sub Total | | | | | \$ 4,800.00 | |
| Benefits | | | | | \$ 847.20 | |
| Processing | | | | | \$ 480.00 | |
| TOTAL | | | | | \$ 6,127.20 | |

IATSE STAGE LABOR

| CALL | POSITION | # CREW | HRS EA. | RATE | TOTAL | NOTES |
|--------------|---------------------|--------|---------|----------|-------|-----------------------------|
| Prep/Pre Rig | Stage Hands (Heads) | 0 | 8.0 | \$ 43.00 | \$ - | |
| Load In | Stage Hands (Heads) | 0 | 8.0 | \$ 43.00 | \$ - | Heads: Lights, Carp, Prop |
| Load In | Stage Hands | 0 | 8.0 | \$ 30.00 | \$ - | |
| Load In | Fork Op | 0 | 8.0 | \$ 34.00 | \$ - | Street Level Load |
| Load In | Rigger (Head) | 0 | 8.0 | \$ 42.00 | \$ - | |
| Load In | Rigger | 0 | 8.0 | \$ 34.00 | \$ - | |
| Rehearsal | Stage Hands (Heads) | 0 | 4.0 | \$ 43.00 | \$ - | Heads: Lights, Carp, Prop |
| Rehearsal | Stage Hands | 0 | 4.0 | \$ 30.00 | \$ - | |
| Show Call | Stage Hands (Heads) | 0 | 4.0 | \$ 43.00 | \$ - | |
| Show Call | Stage Hands | 0 | 4.0 | \$ 30.00 | \$ - | |
| Load Out | Stage Hands (Heads) | 0 | 4.0 | \$ 64.50 | \$ - | Load Out is Time and a Half |
| Load Out | Stage Hands | 0 | 4.0 | \$ 45.00 | \$ - | Load Out is Time and a Half |
| Load Out | Fork Op | 0 | 4.0 | \$ 48.00 | \$ - | Load Out is Time and a Half |
| Load Out | Rigger (Head) | 0 | 4.0 | \$ 63.00 | \$ - | Load Out is Time and a Half |
| Load Out | Rigger | 0 | 4.0 | \$ 51.00 | \$ - | Load Out is Time and a Half |
| Sub Total | | | | | \$ - | |
| Benefits | | | | | \$ - | |
| Processing | | | | | \$ - | |
| TOTAL | | | | | \$ - | |

FRONT OF HOUSE

| CALL | POSITION | # CREW | HRS EA. | RATE | TOTAL | NOTES |
|-------------------------|----------------------|--------|---------|----------|-------------|----------------------------|
| In/Show/Out | House Manager | 1 | 20.0 | \$ 32.00 | \$ 640.00 | 8 hrs. Day 1/12 hrs. Day 2 |
| Show | Asst. Hse Mgrs. | 1 | 20.0 | \$ 23.00 | \$ 460.00 | 8 hrs. Day 1/12 hrs. Day 2 |
| Show | Head Usher/Tkt Taker | 0 | 4.0 | \$ 21.00 | \$ - | |
| Show | Ushers/Tkt Takers | 12 | 12.0 | \$ 20.00 | \$ 2,880.00 | 4 hrs. X3 performances |
| Pre Performance Events | House Staff | 0 | 4.0 | \$ 20.00 | \$ - | |
| Post Performance Events | House | 0 | 4.0 | \$ 20.00 | \$ - | |
| Sub Total | | | | | \$ 3,980.00 | |
| Benefits | | | | | \$ 702.47 | |
| Processing | | | | | \$ 398.00 | |
| TOTAL | | | | | \$ 5,080.47 | |



ADDENDUM A: QUOTE FOR SERVICES AND FACILITIES USE

Tilles Center
for the Performing Arts LIU Post

QUOTE FOR: **Town of Oyster Bay Holiday Concert**
DATE: **11/27/2023 & 11/28/2023**
TIME: **MULTIPLE**

OUTSIDE LABOR

| CALL | POSITION | # CREW | HRS EA. | RATE | TOTAL | NOTES |
|-------------|---------------|--------|---------|-------------|-------------|--|
| Show | Public Safety | 3 | 15.0 | \$ 40.00 | \$ 1,800.00 | Parking and Traffic; 3 Perfs. @ 5 hrs. each |
| Show | Safety Check | 0 | 5.0 | \$ 43.00 | \$ - | Audience Bag Checks/FOH Security if Requested |
| Show | Brookville PD | 1 | 1.0 | \$ 1,600.00 | | Traffic Control for Afternoon Show Only If Requested |
| In/Show/Out | Security | 0 | 12.0 | \$ 55.00 | \$ - | As per Rider for Backstage |
| Rehearsal | Fire Engineer | 0 | 4.0 | \$ 79.15 | \$ - | Campus Electrician |
| Show | Fire Engineer | 0 | 4.0 | \$ 79.15 | \$ - | Campus Electrician |
| Rehearsal | Fire Watch | 0 | 4.0 | \$ 39.00 | \$ - | Roslyn FD |
| Show | Fire Watch | 0 | 4.0 | \$ 39.00 | \$ - | Roslyn FD |
| In/Show/Out | Runner | 0 | 12.0 | \$ 30.00 | \$ - | |
| Show | Custodial | 1 | 10.0 | \$ 64.00 | \$ 640.00 | OT for Evening Performances, 5 hrs each day |
| Sub Total | | | | | \$ 2,440.00 | |
| Processing | | | | | \$ 244.00 | |
| TOTAL | | | | | \$ 2,684.00 | |

BOX OFFICE

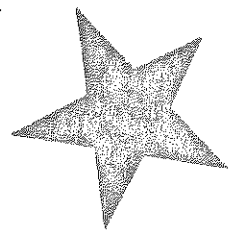
| CALL | POSITION | # CREW | HRS EA. | RATE | TOTAL | NOTES |
|------------|---------------------|--------|---------|-----------|-------|---|
| Show | Box Office Fee | 0 | 1.0 | \$ 500.00 | \$ - | Flat Fee for Box Office Services During Event |
| Show | Facility Fee | 0 | 2124.0 | \$ 4.50 | \$ - | Facility Fee Built into Ticket Price Tilles Retains |
| Show | Ticket Printing Fee | 0 | 2188 | \$ 0.12 | \$ - | Ticket Printing Fee |
| Show | Consignment Tkt Fee | 0 | 2188 | \$ 0.30 | \$ - | Fee for Tickets taken out on Consignment |
| Sub Total | | | | | \$ - | |
| Processing | | | | | \$ - | |
| TOTAL | | | | | \$ - | |

MARKETING

| VENUE | ITEM | QTY | UNIT | RATE | TOTAL | NOTES |
|---------------|-----------------------|-----|------|-------------|-------|---|
| Tilles Center | Website Listing | 0 | 0.0 | \$ - | \$ - | Included with Contract |
| Tilles Center | E-Mail Blast | 0 | 0.0 | \$ 1,000.00 | \$ - | Dedicated Email to Tilles Lists |
| Tilles Center | Social Media Announce | 0 | 0.0 | \$ 500.00 | \$ - | Custom Social Media Announce/Multi Platform |
| Tilles Center | Paid Facebook Advert | 0 | 0.0 | \$ - | \$ - | TBD on Budget |
| Tilles Center | Posters | 0 | 0.0 | \$ 250.00 | \$ - | Lobby Posters |
| Tilles Center | Digital Signage | 0 | 0.0 | \$ 250.00 | \$ - | Digital Lobby Signage |
| Tilles Center | Centerstage | 0 | 0.0 | \$ - | \$ - | Playbill Insert |
| Tilles Center | Ad Placement | 0 | 0.0 | \$ - | \$ - | Print, Radio, Television: Traditional Media Ads |
| Tilles Center | Budget | 0 | 0.0 | \$ - | \$ - | |
| TOTAL | | | | | \$ - | |

CATERING

| VENUE | ITEM | QTY | UNIT | RATE | TOTAL | NOTES |
|---------|------------------|-----|------|-----------|-------|-------|
| Aramark | Coffee Break | 0 | 1.0 | \$ 6.25 | \$ - | |
| Aramark | Breakfast | 0 | 1.0 | \$ 24.00 | \$ - | |
| Aramark | Lunch | 0 | 1.0 | \$ 28.00 | \$ - | |
| Aramark | Dinner | 0 | 1.0 | \$ 34.00 | \$ - | |
| Aramark | Snacks | 0 | 1.0 | \$ - | \$ - | |
| Aramark | Dressing Room | 0 | 1.0 | \$ - | \$ - | |
| Aramark | Dressing Room | 0 | 1.0 | \$ - | \$ - | |
| Aramark | Servers | 0 | 1.0 | \$ 185.00 | \$ - | |
| Tilles | Coke Fridge | 0 | 1.0 | \$ 150.00 | \$ - | |
| Tilles | Water Flats | 0 | 1.0 | \$ 10.00 | \$ - | |
| Tilles | Catering Buy-out | 0 | 1.0 | \$ 500.00 | \$ - | |
| Tilles | DOH Permit | 0 | 1.0 | \$ 150.00 | \$ - | |
| TOTAL | | | | | \$ - | |



ADDENDUM A: QUOTE FOR SERVICES AND FACILITIES USE

TillesCenter
for the Performing Arts LIU Post

QUOTE FOR: **Town of Oyster Bay Holiday Concert**
DATE: **11/27/2023 & 11/28/2023**
TIME: **MULTIPLE**

RENTALS/PURCHASES

| ITEM | QUANTITY | UNIT PRICE | TOTAL PRICE | REMARKS |
|------------------|------------------|------------|---------------|----------|
| Fork Lift | United Rentals | 0 | 1.0 \$ 900.00 | Day Rate |
| Lighting Rentals | Lighting Vendor | 0 | 1.0 \$ - | |
| Audio Rentals | Audio Vendor | 0 | 1.0 \$ - | |
| Backline Rentals | Backline Vendor | 0 | 1.0 \$ - | |
| Staging Rentals | Staging Vendor | 0 | 1.0 \$ - | |
| Video Rentals | Projection/Video | 0 | 1.0 \$ - | |
| Piano Tuning | BC Tuning | 0 | 1.0 \$ 250.00 | |
| Transportation | Ultimate | 0 | 1.0 \$ - | |
| Hotels | Hilton | 0 | 1.0 \$ - | |
| | | | Sub Total | \$ - |
| | | | Processing | \$ - |
| | | | TOTAL | \$ - |

CREDITS & DEPOSITS

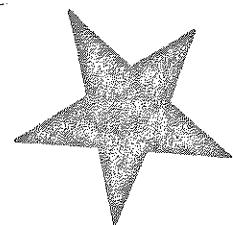
| DATE | VIA | # | Part | For | Credit | NOTES |
|-------|-----|---|------|-----|--------|-------|
| | | | | | \$ - | |
| | | | | | \$ - | |
| TOTAL | | | | | \$ - | |

| | |
|-------------|--------------|
| GRAND TOT: | \$ 36,991.67 |
| (DEPOSITS): | \$ - |
| BALANCE: | \$ 36,991.67 |

VARIABLE FEES & NOTES

• A Deposit of 15% (\$5,548.75) is required with signed contract to confirm date.

- Lessee will abide by Facility Useage Policy
- Lessee will furnish Insurance as required in contract at least 30 days prior to event.
- All Service and Equipment Rentals are ESTIMATES and will be Invoiced post event.
- Renter agrees to abide by all Current Health and Safety Protocols
- License fee doesn't include health or security screening of attendees. If required, it shall be a Lessee expense.
- License fee doesn't include traffic control on 25A by Old Brookville Police. If required, it shall be a Lessee expense.
- If Union Labor needs to be utilized, rates are higher, and Lessee will be notified in advance for approval
- Lessee is required to utilize Tilles Center Tickets and ticket system for all events that require tickets.



ADDENDUM B:
LICENSE AGREEMENT RIDER

1. Licensors in its discretion may delay or cancel any use of Licensors's facilities herein due to concerns regarding the possibility of the transmission of the Coronavirus Disease (COVID-19). In the event of such delay or cancellation, neither party shall be liable to the other for any damages and in the event of cancellation, this agreement shall be deemed terminated as of the date of notice of cancellation.
2. Safety Measures During COVID-19 Pandemic. Licensee, its representatives, artists, entertainers, musicians and staff shall adhere to all safety guidelines required by Licensors, which may include, but are not limited to CDC Guidelines, New York State Department of Health Guidelines, and LIU Post policy. These guidelines are subject to change at Licensors's discretion or any mandates set forth by the county, state, health, or local authorities.

FOR LICENSEE: _____ DATE: _____

Signature

Name (Please type or print)

Title

Organization

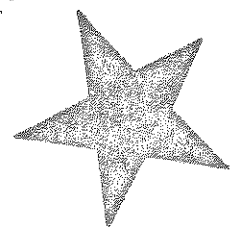
FOR LICENSOR: _____ DATE: _____

Signature

Name (Please type or print)

Title

Long Island University



WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated October 12, 2023, requested Town Board authorization for the Town to enter an agreement as negotiated and approved by the Office of the Town Attorney, and for the Supervisor and/or his designee to execute such agreement, to employ the services of Royal Events Princess Parties Inc., 22 Scott Street, Massapequa Park, New York 11762, for the 2023 Drive-In Holiday Experience located at Marjorie R. Post Community Park, Massapequa, New York, to be presented Wednesday, December 6, 2023 through Sunday, December 10, 2023, with on-stage performances with lip synching to be held at 5 p.m., 6 p.m., 7 p.m., and 8 p.m. on December 6, 2023, December 7, 2023 and December 10, 2023, and performance times at 5 p.m., 6 p.m., 7 p.m. and 9 p.m., on December 8, 2023 and December 9, 2023, each performance not to exceed 15 minutes each, for a total amount not to exceed \$1,500.00; and

Reviewed By
Office of Town Attorney

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

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Town is authorized to enter into an agreement as negotiated and approved by the Office of the Town Attorney, and the Supervisor, and/or his designee, is hereby authorized to execute such agreement to employ the services of Royal Events Princess Parties Inc. for the 2023 Drive-In Holiday Experience located at Marjorie R. Post Community Park, Massapequa, as set forth above, with each performance not to exceed 15 minutes each, for a total amount not to exceed \$1,500.00; 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 be it further

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

-#-

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

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

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

October 12, 2023

TO: Memorandum Docket

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

SUBJECT: Entertainment for the 2023 Drive-in Holiday Experience


The Department of Community and Youth Services is requesting Town Board authorization to employ the services of the following performers for the 2023 Drive-in Holiday Experience.

The performances at the 2023 Drive-in Holiday Experience will be presented on Wednesday, December 6th, Thursday, December 7th, Friday, December 8th, Saturday, December 9th and Sunday, December 10th. Performance times are 5:00 PM, 6:00 PM, 7:00 PM, and 8:00 PM on Wednesday, Thursday and Sunday. Friday and Saturday will have an additional performance at 9:00 PM. These 22 performances will not exceed 15 minutes each. The Drive-in Holiday Experience is scheduled to be held at Marjorie R. Post Community Park, Unqua Road, Massapequa, New York. The Town will incur the following costs for the entertainment:

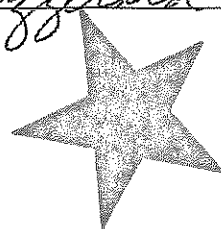
| CHECK PAYABLE TO: | DESCRIPTION OF SERVICES: | AMOUNT: |
|---|--|------------|
| Royal Events Princess Parties Inc. 22 Scott Street, Massapequa Park, NY 11762 | On-stage appearances with lip syncing | \$1,500.00 |

The total cost of \$1,500.00 will be paid from Account # CYS A 7020 47660 000 0000, *Special Events*. In accordance with Guideline 5, Section b. of the Town Procurement Policy, the procurement of these performers is exempt from the solicitation, written proposal or quotation requirements of the policy. The proposed Vendors Disclosure Questionnaire has been reviewed and satisfies the Town's Procurement Policy.

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


Maureen A. Fitzgerald
Commissioner

MAF:kf



Meeting of November 14, 2023

Resolution No.806-2023

WHEREAS, Sergeant Timothy Cestaro, Nassau County Police Marine and Aviation Bureau, Foot of First Avenue, East Rockaway, New York 11518, by letter dated September 26, 2023, requested the use of two (2) slips at Harry Tappen Marina for a Nassau County patrol boat and one (1) slip at Theodore Roosevelt Marina for a Nassau County patrol boat for the 2023-2024 winter season; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated October 12, 2023, requested Town Board authorization to permit the Nassau County Police Marine Bureau to berth two (2) marine enforcement boats at Harry Tappen Marina and one (1) marine enforcement boat at Theodore Roosevelt Marina, for the 2023-2024 winter season at no cost to Nassau County; and

WHEREAS, the Town Board deems this to be appropriate and beneficial to the general public, as well as a crime deterrent for the protection of the Town marinas.

NOW, THEREFORE, BE IT RESOLVED, That the request is hereby accepted and approved, and the Department of Parks is hereby authorized to permit the Nassau County Police Marine and Aviation Bureau to berth two (2) marine enforcement boats at Harry Tappen Marina and one (1) marine enforcement boat at Theodore Roosevelt Marina for the 2023-2024 winter season, without cost.

#

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 |

1

806

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO: MEMORANDUM DOCKET

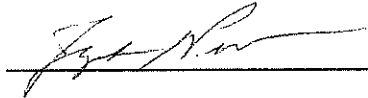
FROM: JOSEPH G. PINTO, COMMISSIONER OF PARKS

DATE: OCTOBER 4, 2023

SUBJECT: WINTER BERTHING NCPD VESSELS AT TAPPEN AND ROOSEVELT MARINAS

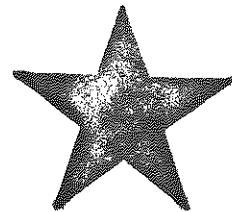
Town Board authorization is requested for the Nassau County Police Marine Bureau to berth two marine enforcement vessels at Harry Tappen Marina and one marine enforcement vessel at Theodore Roosevelt Marina for the upcoming 2023-2024 winter season at no cost to Nassau County Police.

The presence of the Nassau County Marine Bureau not only serves the best interests of the general public but also acts as a crime deterrent, enhancing the protection of Town property within both marinas. This Department recommends that the Town Board waive the winter season berthing fees for the Nassau County Police Marine Bureau boats.



JOSEPH G. PINTO, COMMISSIONER
PARKS DEPARTMENT

JGP/db
Att.



Nassau County



Police Department

BRUCE BLAKEMAN
COUNTY EXECUTIVE

1490 Franklin Avenue
Mineola, New York 11501
(516) 573-8800

PATRICK J. RYDER
POLICE COMMISSIONER

September 26, 2023

Commissioner Joseph G. Pinto
Department of Parks
Town of Oyster Bay
977 Hicksville Rd. Massapequa, NY 11758

OK ✓

Dear Commissioner Pinto,

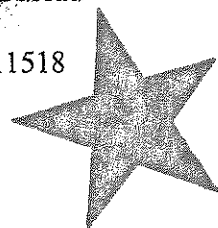
The Nassau County Marine Bureau is in the process of planning the deployment of our North Shore patrol vessels for this upcoming winter. In the past we have secured slips for patrol vessels in Tappen Marina and in Roosevelt Park Marina. This season we would like to continue with this deployment and are requesting authorization to maintain two slips in Tappen Marina and once slip in Roosevelt Park Marina for our patrol vessels.

Thank you for your consideration with this request.

Sincerely,

A handwritten signature in black ink, appearing to read "Timothy Cestaro".

Sergeant Timothy Cestaro
Nassau County Police
Marine and Aviation Bureau
Foot of First Avenue
East Rockaway, NY 11518
516-573-4450



Meeting of November 14, 2023

Resolution No.807-2023

WHEREAS, Jeffrey P. Pravato, Receiver of Taxes, by memorandum dated October 10, 2023, requested Town Board authorization to publish "Notice to Taxpayers Re: 2024 General Tax" in Newsday,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Office of the Receiver of Taxes is hereby authorized to publish "Notice to Taxpayers Re: 2024 General Tax" in Newsday, and the Comptroller is hereby authorized and directed to make payment for same, upon submission of a duly certified claim, after audit; and be it further

RESOLVED, That the funds for said payment are to be drawn from Account No. ROT A 1330 44100 000 0000.

#

REVIEWED BY
OFFICE OF TOWN ATTORNEY
Elizabeth A. Faughnan

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 |

NOTICE TO TAXPAYERS RE: 2024 GENERAL TAX

TAKE NOTICE that the undersigned Receiver of Taxes for the Town of Oyster Bay, County of Nassau, State of New York, has received the General Tax Roll and Warrant for the collection of taxes within the Town of Oyster Bay, and that the staff will be in attendance to receive taxes at: TOWN HALL, 74 Audrey Ave., Oyster Bay, NY 11771 and 977 Hicksville Road, Massapequa, NY 11758 on January 2, 2024 and each day thereafter from 9:00 AM to 4:45 PM (Saturdays, Sundays and Holidays excepted).

The following penalties for neglect to pay General taxes after they become due and payable: If the first half is not paid on or before February 12, 2024, a penalty will be added at the rate of one percent per month from January 1, 2024 calculated to the end of the month during which payment is made. If the second half is not paid on or before August 12, 2024, a penalty will be added at the rate of one percent per month from July 1, 2024 calculated to the end of the month during which payment is made. If the full year's tax is paid on or before February 12, 2024 a discount will be allowed on the second half tax at the rate of one percent of the second half. No discount is allowed on payments made after February 12, 2024. Taxes are payable by check, money order, or credit/debit cards (convenience fee applies).

Under law the tax roll of the Town of Oyster Bay will be returned to Nassau County Treasurer on August 31, 2024, and all payments after that date must be made to the County Treasurer, 1 West Street, Mineola NY 11501.

Dated: January 1, 2024

Oyster Bay, NY 11771-1539

JEFFREY P. PRAVATO
RECEIVER OF TAXES

**TOWN OF OYSTER BAY****Office of the Receiver of Taxes****INTER-DEPARTMENTAL MEMO**

TO: MEMORANDUM DOCKET

FROM: JEFFREY P. PRAVATO, RECEIVER OF TAXES

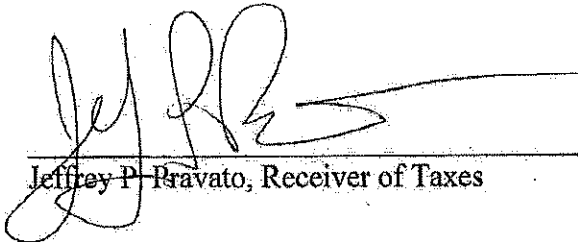
RE: LEGAL NOTICE OF 2024 GENERAL TAX

DATE: OCTOBER 10, 2023

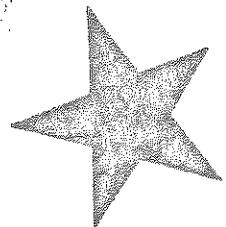
Authorization is hereby requested to print the attached legal notice pertaining to the 2024 General Tax in Newsday.

Expense will be charged to account ROT A 1330 44100 000 0000 LEGAL NOTICES

Reference is made to Guideline 5 f. of the procurement policy pertaining to the exception of quotations pertaining to public notices.



Jeffrey P. Pravato, Receiver of Taxes



NOTICE TO TAXPAYERS

RE: 2024 GENERAL TAX

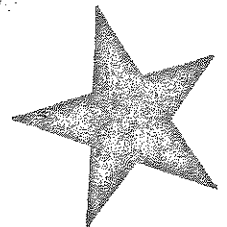
TAKE NOTICE that the undersigned Receiver of Taxes for the Town of Oyster Bay, County of Nassau, State of New York, has received the General Tax Roll and Warrant for the collection of taxes within the Town of Oyster Bay, and that the staff will be in attendance to receive taxes at: TOWN HALL, 74 Audrey Ave., Oyster Bay, NY 11771 and 977 Hicksville Rd, Massapequa, NY 11758 on January 2, 2024 and each day thereafter from 9:00 AM to 4:45 PM (Saturdays, Sundays and Holidays excepted).

The following penalties for neglect to pay General taxes after they become due and payable: If the first half is not paid on or before February 12, 2024, a penalty will be added at the rate of one percent per month from January 1, 2024 calculated to the end of the month during which payment is made. If the second half is not paid on or before August 12, 2024, a penalty will be added at the rate of one percent per month from July 1, 2024 calculated to the end of the month during which payment is made. If the full year's tax is paid on or before February 12, 2024, a discount will be allowed on the second half tax at the rate of one percent of the second half. No discount is allowed on payments made after February 12, 2024. Taxes are payable by cash, check, money order, or credit/debit cards (convenience fee applies).

Under law the tax roll of the Town of Oyster Bay will be returned to Nassau County Treasurer on September 3, 2024, and all payments after that date must be made to the County Treasurer, 1 West Street, Mineola NY 11501.

Dated: January 2, 2024
Oyster Bay, NY 11771-1539

JEFFREY P. PRAVATO
RECEIVER OF TAXES



Meeting of November 14, 2023

Resolution No.808-2023

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated October 10, 2023, advised that the Department of Intergovernmental Affairs published a request for proposals for Staff Leasing/Support Services under the Workforce Innovation and Opportunity Act (WIOA), for the period January 1, 2024 through December 31, 2025; and

WHEREAS, in response to the request for proposals, five (5) responses were received, which were rated in accordance with the review criteria established by the Town and WIOA guidelines, and Commissioner Sammartano, by said memorandum, recommended that in accordance with Town Procurement Policy Guidelines 6 and 9, Alcott HR be awarded the contract, for an amount not to exceed \$1,900,000.00, which is an eligible WIOA expense that is of no cost to the Town; and

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

WHEREAS, Commissioner Sammartano, by said memorandum, requested that the Town Board authorize the Supervisor, or his designee, to execute an agreement with Alcott HR, the term beginning from January 1, 2024 through December 31, 2025, in the total amount of \$1,900,000.00,

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 authorized to execute an agreement with Alcott HR, for Staff Leasing/Support Services under WIOA, for the term beginning from January 1, 2024 through December 31, 2025, for an amount not to exceed \$1,900,000.00, 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, in an amount not to exceed \$1,900,000.00, which is an eligible WIOA expense at no cost to the Town.

-#-

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

10

TOWN OF OYSTER BAY
Inter-Departmental Memo

October 10th, 2023

TO: MEMORANDUM DOCKET

FROM: FRANK V. SAMMARTANO, COMMISSIONER
INTERGOVERNMENTAL AFFAIRS

SUBJECT: STAFF LEASING/SUPPORT SERVICES CONTRACTS UNDER THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

On August 18th, 2023, the Town of Oyster Bay (Town) Department of Intergovernmental Affairs (IGA) solicited Requests for Proposals for the delivery of Staff Leasing/Support Services for the period January 1st, 2024 through December 31st, 2025. The contract may be renewed on a year-to-year basis for an additional three years, based on performance and funding availability. The RFP was publicized in Newsday as the paper of record, and the Town posted this on its website. The Town received five proposals in response to the RFP:

1. Alcott HR
2. COGENT Infotech Corporation
3. Express Employment Professionals
4. Sunshine Enterprise USA
5. Staffing 101 Group

Proposals were rated in accordance with the review criteria established by the Town and Workforce Innovation and Opportunity Act guidelines. The review was conducted first by a Staff Leasing/Support Services Review Committee, and subsequently by the full Workforce Development Board, in accordance with Town procurement policy guidelines #6 and #9. One of the five proposals received passing scores, and is recommended for funding for the period of January 1st, 2024 through December 31st, 2025, as listed below:

Applicant
Alcott HR

Grant Award
\$ 1,900,000

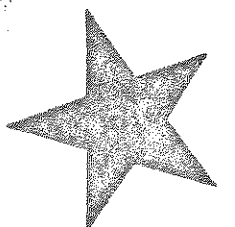
The contracts have been sent to the Town Attorney's office under separate cover.

In accordance with Town of Oyster Bay's Procurement Policy, the proposed vendors Disclosure Questionnaires have been reviewed and satisfy the Town's Procurement Policy.

Therefore, it is respectfully requested that the Town Board grant authorization for the Supervisor and/or his designee to sign the subject contracts. This is an eligible WIOA expense and is of no cost to the Town.


Frank V. Sammartano

Commissioner of Intergovernmental Affairs



Meeting of November 14, 2023

Resolution No.809-2023

WHEREAS, Timothy R. Zike, Deputy Commissioner Department of Planning and Development, by memorandum dated October 5, 2023, recommended that the Town Board authorize payment of a refund in the amount of \$133,068.00 to Ferrari-Maserati of Long Island, 732 Northern Boulevard, Great Neck, New York 11021, for fees paid for Building Permit No. R20004691, dated December 3, 2020, for construction to be done at 1478 Old Country Road, Plainview, New York 11903, as the owner at the time, Stuart Hayim, decided not to follow through with construction; and

WHEREAS, Deputy Commissioner Zike, by said memorandum, advised that the Office of the Comptroller has reviewed all pertinent information relating to this request and recommends that the Town Board approve this refund,

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation as hereinabove set forth is accepted and approved, and the Town Board authorizes payment of a refund in the amount of \$133,068.00 to Ferrari-Maserati of Long Island, for Building Permit No. R20004691 and payment of said refund is to be made upon presentation of a duly certified claim, after audit by the Office of the Comptroller; and be it further

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

-#-

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

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

Reviewed By
Office of Town Attorney
America Waite

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

October 5, 2023

TO: MEMORANDUM DOCKET

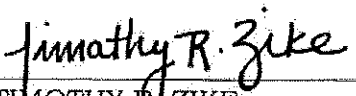
FROM: OFFICE OF THE COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT

SUBJECT: RESIDENT REFUND - FERRARI-MASERATI OF LONG ISLAND

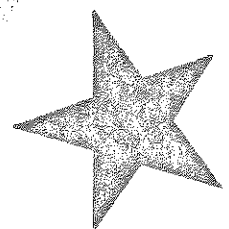
Pursuant to the Code of the Town of Oyster Bay, this Department issued Building Permit Number R20004691, dated December 3, 2020, for construction to be done at 1478 Old Country Road, Plainview, New York 11903. The property owner at the time, Stuart Hayim, decided not to follow through with the construction.

The Office of the Comptroller has reviewed all pertinent information relating to this request and recommends that the Town Board approve this refund.

Therefore, in light of the aforementioned facts, a one hundred thirty three thousand, sixty eight dollar (\$133,068.00) refund for the permit fee for Building Permit Number R20004691 should be refunded to Ferrari-Maserati of Long Island, 732 Northern Boulevard, Great Neck, New York 11021 under account number PAD B 0001 02555 000 0000.


TIMOTHY R. ZIKE
DEPUTY COMMISSIONER

TRZ:km



Meeting of November 14, 2023

Resolution No.810-2023

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 July 25, 2023, authorized the Highway Department to clean up the premises located at 43 Barter Lane, Hicksville, New York 11801, also known as Section 45, Block 285, Lot 3 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, by memorandum dated October 12, 2023, 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 August 1, 2023, in the total amount of \$1,326.93, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, as set forth in their memorandum dated October 12, 2023, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,326.93 may be assessed by the Legislature of the County of Nassau against the parcel known as 43 Barter Lane, Hicksville, New York 11801, also known as Section 45, Block 285, Lot 3 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 | Aye |

REVIEWED BY
OFFICE OF TOWN ATTORNEY

Ralph P. Healey

13

810

Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: October 12, 2023

SUBJECT: Property Cleanup Assessment
43 Barter Lane, Hicksville, New York 11801
Section 45, Block 285, Lot 3

The Department of Planning and Development, by memorandum dated July 25, 2023, directed the Highway Department to clean the premises located at 43 Barter Lane, Hicksville, New York 11801, also known as Section 45, Block 285, Lot 3, on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated August 4, 2023, advised that the property was cleaned by a crew from the Highway Department on August 1, 2023. The cost incurred by the Town of Oyster Bay was \$1,326.93.

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.

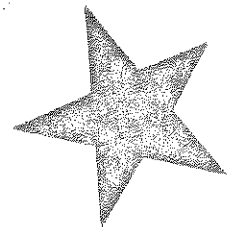
Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA
TOWN ATTORNEY

Ralph P. Healey
Ralph P. Healey
Deputy Town Attorney

RPH:aml
Attachments

S:\aml\Attys\vrph\MDReso\MD 43 Barter Ln 10.12.2023



Meeting of November 14, 2023

Resolution No.811-2023

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 28, 2023, authorized the Highway Department to clean up the premises located at 136 Kissam Lane, Glenwood Landing, New York 11547, also known as Section 21, Block M, Lot 543 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, by memorandum dated October 12, 2023, 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 August 1, 2023, in the total amount of \$1,116.40, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, as set forth in their memorandum dated October 12, 2023, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,116.40 may be assessed by the Legislature of the County of Nassau against the parcel known as 136 Kissam Lane, Glenwood Landing, New York 11547, also known as Section 21, Block M, Lot 543 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

REVIEWED BY
OFFICE OF TOWN ATTORNEY

Ralph P. Healey

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

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

2023-9221

TOWN OF OYSTER BAY

Inter-Departmental Memo

July 25, 2023

To: RICHARD W. LENZ, PE: COMMISSIONER/DPW

From: HAROLD B. MAYER, JR: COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT

Subject: 43 BARTER LANE, HICKSVILLE, NEW YORK 11801
SBL: 45-285-3

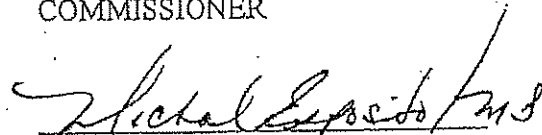
Notice of Violation numbers 09383 on 07/17/2023 and V255-23718103743 on 07/18/2023 were issued to the owner of the above-referenced premises for property non-maintenance, in violation of Chapter 135, Section 52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

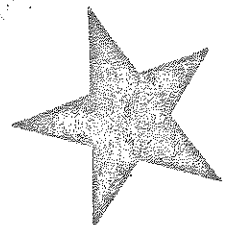
In accordance with the provisions of Chapter 135, Section 54, I am directing that:

- Lawn and vegetation to be cut on the subject property.

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 this Department by e-mail, the date and time the cleanup is completed. Please proceed accordingly.

HAROLD B. MAYER, JR
COMMISSIONER


MICHAEL ESPOSITO
CODE ENFORCEMENT DIRECTOR





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

HAROLD B. MAYER, JR.
COMMISSIONER

ANGELO A. DELLIGATTI, ESQ.
SPECIAL COUNSEL

TIMOTHY R. ZIKE
DEPUTY COMMISSIONER

SCOTT L. BYRNE
DEPUTY COMMISSIONER

July 25, 2023

Bespoke Estates LLC
2 Tree Top Circle
Princeton, New Jersey 08740

RE: 43 BARTER LANE, HICKSVILLE, NEW YORK 11801
SECTION 45 BLOCK 285 LOT 3
FAILURE TO MAINTAIN RESIDENTIAL PROPERTY

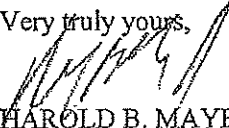
Bespoke Estates LLC:

Pursuant to Chapter 135 (Housing Standards), Section 53 (Notice of Violation) of the Code of the Town of Oyster Bay, please be advised that this Department has conducted an inspection of the above referenced property and issued Notice of Violation, Number V255-23718103743, dated 07/18/2023, which gave you five (5) days to clean-up the subject property. As of the date of this letter, you have not complied with the above-mentioned Directive.

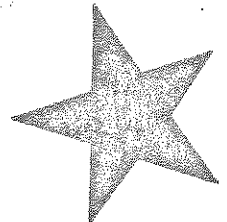
According to Chapter 135 (Housing Standards), Section 54 (Compliance with Notice; Assessment of Costs) of the Code of the Town of Oyster Bay, as the Commissioner of the Department of Planning and Development, I am empowered to direct the Town to clean-up the subject property, which includes the maintenance of lawn and vegetation to be under 8 inches in height. Additionally, Chapter 135, Section 54 of the Code of the Town of Oyster Bay, allows the Town to be reimbursed for the cost of the work to maintain the subject property by approving an assessment to the subject property's tax bill. Pursuant to the above-mentioned Code provisions, I, as Commissioner, am directing the Town to clean-up the subject property.

Interference with this order is considered a VIOLATION of Chapter 135 (Housing Standards), Section 55.1 (Violation of Directives) of the Code of the Town of Oyster Bay and may be subject to further Code Enforcement action and/or penal actions taken by other law enforcement agencies. If you have any questions regarding this matter, kindly contact this Department's Code Enforcement Bureau at (516) 624-6215.

Very truly yours,


HAROLD B. MAYER, JR.
COMMISSIONER

ME:sf
cc: Office of Town Attorney
Enclosure



AL

Town of Oyster Bay
Inter-Departmental Memo

TO: FRANK M. SCALERA, TOWN ATTORNEY

FROM: HAROLD B. MAYER JR., COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT

DATE: AUGUST 10, 2023

SUBJECT: 43 BARTER LANE, HICKSVILLE, NEW YORK 11801
SECTION 45, BLOCK 285, LOT(S) 3

RECORDED & INDEXED
2023 AUG 14 PM 4:05

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

1) T.O.B. Highway Department Clean-Up Costs: \$ 1,326.93

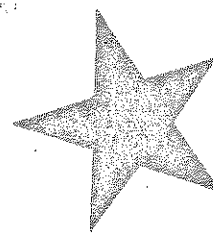
It is respectfully requested that your Office take the necessary steps in order to obtain an approval for an assessment of \$1,326.93 to be added to the subject property tax bill in order to be reimbursed for the Town's work to clean-up the subject property.

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



HAROLD B. MAYER JR.
COMMISSIONER

ME:ml
Encls.



THIS INDENTURE, made as of the 26th day of September, 2020.

BETWEEN

D.G.S. REALTY, LLC, having an address at 43 Barter Lane, Hicksville New York 11801,

party of the first part, and

Bespoke Estates LLC

~~MANPREET SINGH~~, having an address at 2 Tree Tops Circle, Princeton, New Jersey 08740,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten (\$10.00) Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, bounded and described on **SCHEDULE A** annexed hereto and made a part hereof, with the buildings and improvements thereon erected,

TOGETHER with all the right, title and interest of the party of the first part, of, in and to the land lying in the street in front of and adjoining said premises;

TOGETHER with the appurtenances and all the estate and rights of the first part in and to said premises;

BEING AND INTENDED TO BE the same premises conveyed to grantors herein by deed recorded in Liber 11517, Page 93; Section: 45, Block: 285, Lot: 3

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

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

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

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

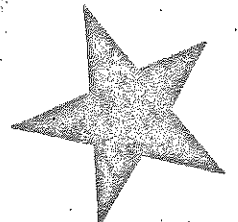
IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

D.G.S. REALTY, LLC

By:

David G. Schwartz
David G. Schwartz, Member

FD-5672-147.59-410-0 exp. 10/30/2028



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

August 4, 2023

TO: HAROLD B. MAYER, JR., COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT

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

SUBJECT: 43 BARTER LANE, HICKSVILLE
CLEAN-UP

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

In accordance with the rectification of this violation it is asked that this division be reimbursed in the total amount of \$1,326.93.

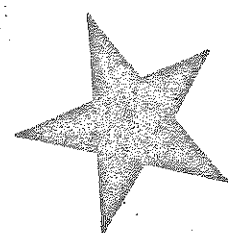
If you have any questions pertaining to the above subject, please feel free to contact this office.



JOHN C. TASSONE
CHIEF DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

JCT/kjb

Enc. T & M sheet





MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (45-285-3) 43 BARTER LN HICKSVILLE 11801

Date Aug 1, 2023

Work Order # 107385

Labor Costs

| Employee's Name | | Regular Work Hours | Regular Rate | Overtime Hours | Overtime Rate | Line Cost |
|----------------------|---------------------|--------------------|--------------|----------------|---------------|-----------|
| ANDREW HOUGHTON | General Maintenance | 01:00 | \$31.73 | 00:00 | 0 | \$31.73 |
| GARY LEWIS, II | General Maintenance | 01:00 | \$38.46 | 00:00 | 0 | \$38.46 |
| VINCENT PADAVANO | General Maintenance | 01:00 | \$54.33 | 00:00 | 0 | \$54.33 |
| RICHARD SANDIFORD II | General Maintenance | 01:00 | \$33.89 | 00:00 | 0 | \$33.89 |
| JOHN MURRAY | General Maintenance | 01:00 | \$24.52 | 00:00 | 0 | \$24.52 |
| Total Labor | | | | | | \$182.93 |

Tools/Vehicle

| Tool/Vehicle | Description | Rate per Hour | Hours | Line Cost |
|-----------------|---|---------------|-------|-----------|
| PU472 | 2020 FORD F250 PICK UP YELLOW | \$79.00 | 01:00 | \$79.00 |
| TD736 | TRUCK DUMP 2016 DODGE RAM 3500 - POWER WAGON (T105) | \$105.00 | 01:00 | \$105.00 |
| TD752 | 2019 FORD F450 POWER WAGON | \$105.00 | 01:00 | \$105.00 |
| TR202 | TRAILER 2015 FELLI FT6T BL | \$105.00 | 01:00 | \$105.00 |
| Total Equipment | | | | \$394.00 |

Materials

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

Grand Total \$1326.93

Description of Work:

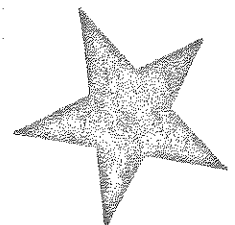
CLEAN UP 43 BARTER LANE HICKSVILLE

Signature: Peter Brown

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Aug 2, 2023



Reviewed By
Office of Town Attorney
Ralph F. Hendley

WHEREAS, by Resolution No. 761-2021, adopted on December 7, 2021, the Town Board authorized the Town Supervisor, or his designee, to enter into a Contract with D.M. Cordes Consulting, Inc., 81 Grandview Street, Huntington, New York 11743-3536, pursuant to the Workforce Investment Opportunity Act (WIOA), in connection with Computerized Accounting System Support, and assistance with the conversion of data from the Abila IP Fund Accounting System to Microsoft Dynamics AX and OSOS support, for the period commencing January 1, 2022 through December 31, 2022, with two (2) one (1) year extension options, based upon successful performance and funding availability, in an amount not to exceed \$50,000.00; and

WHEREAS, by Resolution No. 718-2022, adopted on October 18, 2022, the Town Board authorized the Town Supervisor, or his designee, to exercise the first one (1) year extension option of the Agreement, for the period commencing January 1, 2023 through December 31, 2023, based upon successful performance and funding availability, in an amount not to exceed \$50,000.00; and

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated October 18, 2023, requested that the Town Board authorize the Town Supervisor, or his designee, to exercise the second one (1) year extension option of the Agreement, for the period commencing January 1, 2024 through December 31, 2024, based upon successful performance and funding availability, in an amount not to exceed \$50,000.00; and

WHEREAS, Commissioner Sammartano, by said memorandum advised that the proposed vendor's questionnaire has been reviewed, and has been found to have satisfied the requirements of the Town of Oyster Bay Procurement Policy; and

WHEREAS, Commissioner Sammartano, by said memorandum, further advised that the WOIA shall fund the services to be provided under this Agreement at no cost to the Town of Oyster Bay,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Town Supervisor, or his designee, is hereby authorized to exercise the second one (1) year extension option with D.M. Cordes Consulting, Inc., pursuant to the WOIA, in connection with Computerized Accounting System Support, and assistance with the conversion of data from the Abila IP Fund Accounting System to Microsoft Dynamics AX and OSOS support, for the period commencing January 1, 2024 through December 31, 2024, based upon successful performance and funding ability, in an amount not to exceed \$50,000.00; and be it further

RESOLVED, that the funds for said payment shall be drawn from Account No. IGA CD 6293 48080 000 CW 23; and be it further

RESOLVED, that the Town Comptroller is hereby authorized and directed to make payment for same, upon the submission of 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 V. SAMMARTANO, COMMISSIONER
INTERGOVERNMENTAL AFFAIRS

DATE: OCTOBER 18, 2023

SUBJECT: AUTHORIZATION FOR THE EXTENSION OF AND MODIFICATION TO THE
PROFESSIONAL SERVICES CONTRACT WITH DM CORDES CONSULTING
INC.

Town Board Resolution No. 761-2021, dated December 7, 2021, authorized the Department of Intergovernmental Affairs to enter into an Agreement with DM Cordes Consulting, Inc. for the provision of Computerized Accounting and One Stop System Support Services. This was for the period January 1, 2022 through December 31, 2022 with a maximum of two (1) one-year contract modifications and extensions.

The Division of Employment and Training is now seeking authorization for the second (1) one-year contract modification and extension based on successful program performance and the availability of funds.

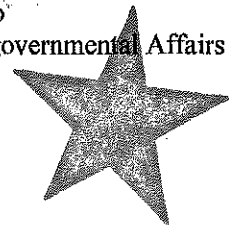
The total amount of the required services is not to exceed \$50,000.00 for the period January 1, 2024 through December 31, 2024. The Workforce Innovation and Opportunity Act will fund services at no cost to the Town of Oyster Bay. Funds are available in account number IGA CD 6293 48080 000 CW23. The extension of, and modification to, the Computer Support Services Agreement has been forwarded separately to the Town Attorney for review.

The proposed vendors Disclosure Questionnaire has been reviewed and satisfied the Town's procurement policy.

Therefore, it is respectfully requested that the Town Board authorize the Supervisor and/or his designee to sign the extension of and modification to the subject agreement effective January 1, 2024.



Frank V. Sammartano
Commissioner, Intergovernmental Affairs



Meeting of December 7, 2021

Resolution No. 761-2021

Reviewed By
Office of Town Attorney

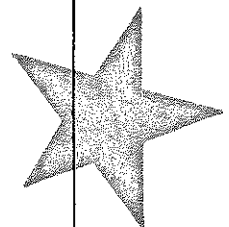
WHEREAS, The Department of Intergovernmental Affairs issued a Request for Proposal (RFP), in conjunction with the Workforce Innovation and Opportunity Act, on August 20, 2021, seeking quotes for a consultant for computerized account system support and assistance with the conversion data from the Abila MIP Fund Accounting System to Microsoft Dynamics AX and One-Stop Operating System (OSOS) support, for the period of January 1, 2022 through December 31, 2022, with a two (2) one (1) year extension options,

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

WHEREAS, Frank V. Sammartano, Commissioner of the Department of Intergovernmental Affairs, by memorandum dated November 19, 2021, stated that following a review of said responses, Town Board authorization is requested for the Supervisor or his designee to enter into a contract with DM Cordes Consulting, Inc., under the Workforce Innovation and Opportunity Act, in connection with Computerized Accounting System Support, assistance with the conversion of the data from the Abila MIP Fund Accounting System to Microsoft Dynamics AX and One-Stop Operating System (OSOS) support for the period from January 1, 2022 through December 31, 2022, with two (2) one (1) year extension options, based on performance and funding availability, and further requested that the Comptroller issue an encumbrance order in an amount not to exceed \$50,000.00; and

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

WHEREAS, the Office of the Town Attorney, by Thomas M. Sabellico, Special Counsel, by memorandum dated November 23, 2021, rendered the opinion of the Office of the Town Attorney that the Department's efforts to obtain proposals, including publication in Newsday, posting on the Town's website and sending same to the Local Workforce Development Board, were in compliance with the Town's Procurement Policy; and



Resolution No. 761-2021

WHEREAS, The Office of the Inspector General has reviewed the RFP and the proposed vendor's disclosure questionnaire and is satisfied that the Procurement Policy was fulfilled; and

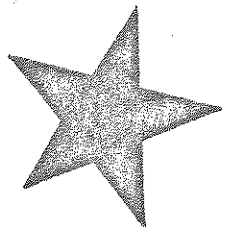
NOW, THEREFORE, BE IT RESOLVED, That the requests hereinabove set forth are hereby accepted and approved and the Supervisor or his designee is hereby authorized to enter into a contract with DM Cordes Consulting, Inc., under the Workforce Innovation and Opportunity Act, in connection with Computerized Accounting System Support, assistance with the conversion of data from the Abila IP Fund Accounting System to Microsoft Dynamics AX and OSOS support, for the period from January 1, 2022 through December 31, 2022, with two (2) one (1) year extension options, based on performance and funding availability, in an amount not to exceed \$50,000.00; and be it further

RESOLVED , That the Comptroller is hereby authorized and directed to make payment for same, with funds available for payment in the amount of \$50,000.00 in Account No. IGA CD 6293 48080 000 CW21.

-#-

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

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



Meeting of November 14, 2023

Resolution No.813-2023

WHEREAS, Scott L. Byrne, Deputy Commissioner, Department of Planning and Development, by memorandum dated October 19, 2023, requested that the Town Board re-appoint the following individuals to positions on the Town of Oyster Bay Landmarks Preservation Commission (the "Commission"), effective January 1, 2024, as follows:

Clifford Chabina
1176 Cove Edge Road
Oyster Bay Cove, NY 11791
(Resident Member)
Term: January 1, 2024 through and including December 31, 2026

Denise Gold, Esq.
160 Alhambra Road
Massapequa, NY 11758
(Member of the NYS Bar)
Term: January 1, 2024 through and including December 31, 2026

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Town Board hereby re-appoints Clifford Chabina and Denise Gold, Esq. to the Commission for a term beginning January 1, 2024 through and including December 31, 2026, with both positions to be without compensation.

-#-

DRS
Reviewed By
Office of Town Attorney
Domenica Waite

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

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

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

To: MEMORANDUM DOCKET

From: SCOTT L. BYRNE, DEPUTY COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT

Through: HAROLD B. MAYER, JR., COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT

Date: OCTOBER 19, 2023

Subject: LANDMARKS PRESERVATION COMMISSION
RE-APPOINTMENTS

It is respectfully requested that the following re-appointments be made to the Landmarks Preservation Commission pursuant to Chapter 143 (Landmarks Preservation) of the Code of the Town of Oyster Bay:

Clifford Chabina (Resident Member) TERM: (1/1/2024-12/31/2026)
[REDACTED] Oyster Bay Cove, NY 11791

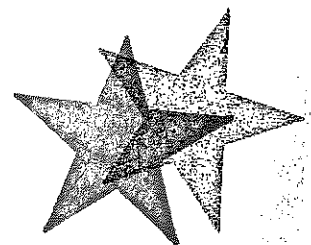
Denise Gold (Member of NYS Bar) TERM: (1/1/2024-12/31/26)
[REDACTED], Massapequa, NY 11758

The Landmarks Preservation Commission members serve without compensation.


SCOTT L. BYRNE
DEPUTY COMMISSIONER

SLB/dm

Cc: Vicki Spinelli, Deputy Commissioner/Human Resources



Meeting of November 14, 2023

Resolution No.814-2023

WHEREAS, Scott L. Byrne, Deputy Commissioner, Department of Planning and Development, by memorandum dated October 19, 2023, requested that James Castellane be re-appointed to the Town of Oyster Bay Planning Advisory Board for a five (5) year period commencing on January 1, 2024 and ending December 31, 2028;

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and James Castellane is hereby re-appointed to the Town of Oyster Bay Planning Advisory Board for a five (5) year period commencing on January 1, 2024 and ending December 31, 2028.

-#-

Reviewed By
Office of Town Attorney

Ms. America Wolfe

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

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

TOWN OF OYSTER BAY
Inter-Departmental Memo

To: MEMORANDUM DOCKET

From: SCOTT L. BYRNE, DEPUTY COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT

Through: HAROLD B. MAYER, JR., COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT

Date: OCTOBER 19, 2023

Subject: RE-APPOINTMENT TO THE PLANNING ADVISORY BOARD

It is respectfully requested that the following appointment be made to the Planning Advisory Board for a term effective January 1, 2024 through December 31, 2028 as follows:

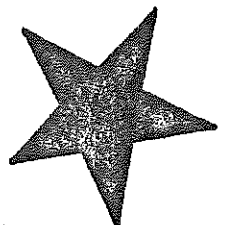
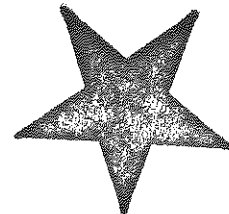
James Castellane TERM: (1/1/24 – 12/31/28)

[REDACTED]


SCOTT L. BYRNE
DEPUTY COMMISSIONER

SLB/dm

cc: Vick Spinelli, Deputy Commissioner, Human Resources



Meeting of November 14, 2023

Resolution No.815-2023

WHEREAS, Scott L. Byrne, Deputy Commissioner, Department of Planning and Development, by memorandum dated October 19, 2023, requested that Louis Warner be re-appointed to the Town of Oyster Bay Planning Advisory Board for a four (4) year period commencing on January 1, 2024 and ending December 31, 2027,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and Louis Warner is hereby re-appointed to the Town of Oyster Bay Planning Advisory Board for a four (4) year period commencing on January 1, 2024 and ending December 31, 2027.

-#-

DRS
Reviewed By
Office of Town Attorney

Danica 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 Hand | Aye |
| Councilman Labriola | Aye |
| Councilwoman Maier | Aye |
| Councilwoman Walsh | Aye |

TOWN OF OYSTER BAY

Inter-Departmental Memo

To: MEMORANDUM DOCKET

From: SCOTT L. BYRNE, DEPUTY COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT

Through: HAROLD B. MAYER, JR., COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT

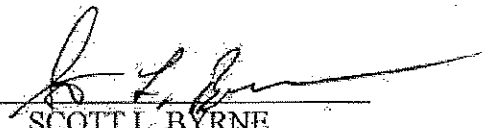
Date: OCTOBER 19, 2023

Subject: RE-APPOINTMENT TO THE PLANNING ADVISORY BOARD

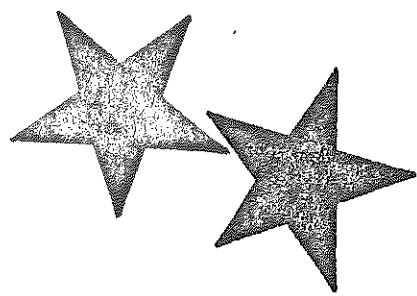
It is respectfully requested that the following re-appointment be made to the Planning Advisory Board for a term effective January 1, 2024 through December 31, 2027 as follows:

Louis Warner TERM: (1/1/24 – 12/31/27)

[REDACTED]


SCOTT L. BYRNE
DEPUTY COMMISSIONER

SLB/dm
cc: Vick Spinelli, Deputy Commissioner, Human Resources



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

To: MEMORANDUM DOCKET

**From: SCOTT L. BYRNE, DEPUTY COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT**

**Through: HAROLD B. MAYER, JR., COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT**

Date: OCTOBER 19, 2023

**Subject: REQUEST FOR AUTHORIZATION OF EXPENDITURES
FOR THE PLANNING ADVISORY BOARD
ACCOUNT NO. PAD B 8020 44800 000 0000**

This Department is respectfully seeking approval of the Town Board to authorize the expenditure amount of \$12,000.00 for the Department's Planning Advisory Board Meetings for the 2024 calendar year from January 1, 2024 through December 31, 2024.

Below is the breakdown of payments to the following Planning Advisory Board Members in an amount not to exceed \$12,000.00.

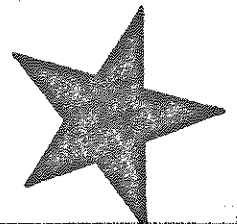
| | |
|---------------------------|--|
| Clifford Chabina | \$200.00 per meeting, with an amount not to exceed \$2,400.00 for the calendar year |
| Anthony DiLeonardo | \$200.00 per meeting, with an amount not to exceed \$2,400.00 for the calendar year |
| Angelo Stanco | \$200.00 per meeting, with an amount not to exceed \$2,400.00 for the calendar year |
| Louis Warner | \$200.00 per meeting, with an amount not to exceed \$2,400.00 for the calendar year |
| James Castellane | \$200.00 per meeting, with an amount not to exceed \$2,400.00 for the calendar year |

It is important to note that the Planning Advisory Board is scheduled to meet once a month; however, the meetings will only take place when there is a Site Plan Application(s) submitted to the Planning Advisory Board for review. Any unused monies allocated for this purpose will be deemed as an operating surplus for this Department's budget at the end of the calendar year.

Funds will be available in Account No. PAD B 8020 44800 000 0000.

SLB/din


SCOTT L. BYRNE
DEPUTY COMMISSIONER



Meeting of November 14, 2023

Resolution No.816-2023

WHEREAS, Scott L. Byrne, Deputy Commissioner, Department of Planning and Development, by memorandum dated October 19, 2023, requested Town Board authorization for the expenditure of an amount not to exceed \$12,000.00, for the period of January 1, 2024 to December 31, 2024, for the following Planning Advisory Board members, with funds to be drawn from Account No. PAD B 8020 44800 000 0000:

| | |
|--------------------|--|
| Clifford Chabina | \$200.00 per meeting, with an amount not to exceed \$2,400.00 for the calendar year; |
| Anthony DiLeonardo | \$200.00 per meeting, with an amount not to exceed \$2,400.00 for the calendar year; |
| Angelo Stanco | \$200.00 per meeting, with an amount not to exceed \$2,400.00 for the calendar year; |
| Louis Warner | \$200.00 per meeting, with an amount not to exceed \$2,400.00 for the calendar year; and |
| James Castellane | \$200.00 per meeting, with an amount not to exceed \$2,400.00 for the calendar year, |

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Town Board authorizes the Department of Planning and Development to expend an amount not to exceed \$12,000.00 for the aforementioned Planning Advisory Board members for meetings during the period January 1, 2024 to December 31, 2024, with funds to be drawn from Account No. PAD B 8020 44800 000 0000; and be it further

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

-#-

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

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

Reviewed By
Office of Town Attorney
[Signature]

Meeting of November 14, 2023

Resolution No.817-2023

WHEREAS, Harold B. Mayer, Jr., Commissioner, Department of Planning and Development, by memorandum dated October 19, 2023, advised that on September 15, 2023, the Department of Planning and Development issued a Request for Proposals ("RFP") for Stenographic Services for the Zoning Board of Appeals Calendar Year 2024; and

WHEREAS, following direct solicitation to several firms with expertise in this field of work, Newsday advertisement and posting of the RFP to the Town's website, three (3) responses were timely received by the Department of Planning and Development; and

WHEREAS, Commissioner Mayer, by said memorandum, stated that after review of the committee's preliminary recommendations pursuant to Guidelines 6 and 9 of the Town of Oyster Bay Procurement Policy, the Department has selected MLS Parent Holding, LLC d/b/a On-Time Reporting, Inc., 263 Brown Street, Mineola, New York to perform Stenographic Services for the Zoning Board of Appeals, for a term commencing January 1, 2024 through December 31, 2024, with an option for two (2) additional one (1) year extensions, at a cost not to exceed \$25,000.00 for calendar year 2024, with funds to be drawn from Account No. PAD B 8010 44120 000 0000; and

WHEREAS, Commissioner Mayer, by said memorandum, further requested authorization for the Supervisor, or his designee, to enter into an agreement with MLS Parent Holding, LLC d/b/a On-Time Reporting, Inc., for the calendar year 2024, with an option for two (2) one (1) year extensions,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, and the Supervisor, or his designee, is hereby authorized to enter into an agreement with MLS Parent Holding, LLC d/b/a On-Time Reporting, Inc., to perform Stenographic Services for the Zoning Board of Appeals, in an amount not to exceed \$25,000.00 for calendar year 2024, commencing January 1, 2024 through December 31, 2024, with an option for two (2) one (1) year extensions, and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same to On-Time Reporting, Inc., in an amount not to exceed \$25,000.00, upon presentation of a duly certified claim, after audit, and the funds for said payment shall be drawn from Account No. PAD B 8010 44120 000 0000.

-#-

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. Taughman

TOWN OF OYSTER BAY

Inter-Departmental Memo

October 19, 2023

TO: MEMORANDUM DOCKET

FROM: HAROLD B. MAYER, JR., COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT

SUBJECT: AWARD OF CONTRACT FOR
STENOGRAPHIC SERVICES ZONING BOARD OF APPEALS
CALENDAR YEAR 2024

On September 15, 2023 the Department of Planning and Development issued "Requests for Proposal" which was advertised in Newsday and on the Town's website as well as mailed to firms with expertise in this field of work seeking Stenographic Services for the Zoning Board of Appeals for the Calendar Year 2024 with an option for two (2) one (1) year extensions.

The Department of Planning and Development has received three (3) responses that were reviewed and evaluated by an internal Department committee based on the merits of the responses.

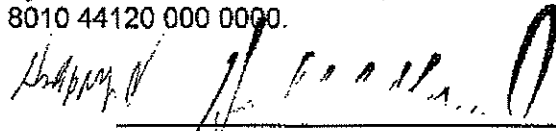
After reviewing the committee's preliminary recommendation and based on compliance with Guideline 6 and 9 of the Town's Procurement Policy, it is recommended that the following firm be selected to perform Stenographic Services for the Zoning Board Appeals Calendar Year 2024 with an option for two (2) additional one (1) year extensions:

MLS Parent Holding, LLC.
d/b/a On-Time Court Reporting, Inc
263 Brown Street
Mineola, NY 11501

It is hereby requested that the Town Board authorize the supervisor to enter into agreement with MLS Parent Holding, LLC., d/b/a On-Time Court Reporting, Inc., for the calendar year 2024 commencing January 1, 2024 through December 31, 2024, with an option for two (2) one (1) year extensions.

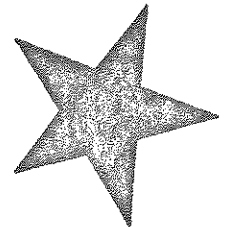
The Town has reviewed the vendor's disclosure questionnaires and is satisfied that the Town of Oyster Bay Procurement Policy has been fulfilled.

Authorization for the 2024 calendar year will be for a total of \$25,000. The funds will be available in Account No. PAD B 8010 44120 000 0000.



HAROLD B. MAYER, JR.
COMMISSIONER

HBM /dm



Meeting of November 14, 2023

Resolution No.818-2023

WHEREAS, by Resolution No. 431-2022, adopted on June 14, 2022, the Town Board authorized the Town Supervisor, or his designee, to execute an agreement between the Town of Oyster Bay and Charles Nechtem Associates, Inc., 1 Second Avenue, Suite 1501, Jersey City, New Jersey 07302, to provide Town Employee Assistance Program (EAP) Services, for a period of one (1) year, commencing from January 1, 2022 through December 31, 2022, *nunc pro tunc*, with two (2) one (1) year extension options (to be exercised solely at the discretion of the Town), for an amount not to exceed \$42,436.00 for the Contract Year; and

WHEREAS, by Resolution No. 36-2023, adopted on January 10, 2023, the Town Board authorized the Town Supervisor, or his designee, to exercise the first one (1) year extension option of the Agreement, for the period commencing from January 1, 2023 through December 31, 2023, *nunc pro tunc*, for an amount not to exceed \$42,436.00 for the Contract Year; and

WHEREAS, John Canning, Commissioner, Department of Human Resources, by memorandum dated October 20, 2023, requested Town Board authorization for the Town Supervisor, or his designee, to exercise the second one (1) year extension option of the Agreement, for the period commencing from January 1, 2024 through December 31, 2024, for an amount not to exceed \$42,436.00 for the Contract Year; and

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

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Town Supervisor, or his designee, is hereby authorized to exercise the second one (1) year extension of the Agreement between the Town of Oyster Bay, and Charles Nechtem Associates, Inc., to provide Town EAP services, for a period of one (1) year, commencing from January 1, 2024 through December 31, 2024, *nunc pro tunc*, for an amount not to exceed \$42,436.00 for the Contract Year; and be it further,

RESOLVED, That the funds for said payment shall be drawn from Account No. TWN-AMM-9060-80030-000-0000-000; and be it further

RESOLVED, That the Town Comptroller is hereby authorized and directed further 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 |

Reviewed By
Office of Town Attorney
Ralph P. Healey

Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: John Canning
Commissioner
Department of Human Resources

DATE: October 20, 2023

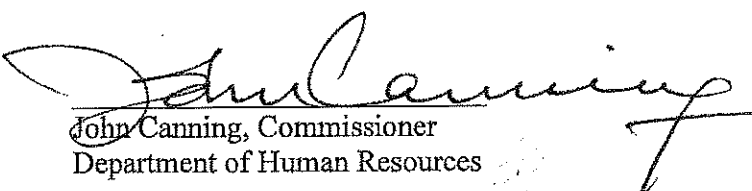
SUBJECT: Employee Assistance Program Contract-Extension

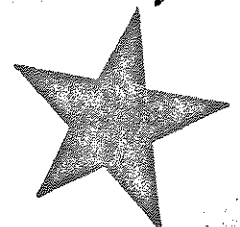
Pursuant to the Town of Oyster Bay Procurement Policy and Resolution No. 431-2022, adopted on June 14, 2022, the Town Board authorized entering into an agreement with Charles Nechtem Associates, Inc., One 2nd Street Suite 1501, Jersey City, New Jersey 0730, to provide Employee Assistance Program (EAP) services for a one- (1) year contract with two (2) extensions being one (1) year in length.

Resolution No. 36-2023, adopted on January 10, 2023, authorized the exercise of the first extension option for the period commencing January 1, 2023 through December 31, 2023

The Department of Human Resources has received a letter of intent, dated September 29, 2023, from Charles Nechtem Associates, Inc., to continue to administer the Employee Assistance Program for the 2024 calendar year. In accordance with Guidelines 6 and 9 of the Town of Oyster Bay Procurement Policy, the Department of Human Resources requests that this matter be included on the November 14, 2023 Calendar for the Town Board to authorize the Supervisor, or his designee, to approve the second extension of the two one-year extensions between the Town of Oyster Bay and Charles Nechtem Associates, Inc., effective January 1, 2024 through December 31, 2024. The Town has reviewed the disclosure questionnaire and is satisfied that the Town of Oyster Bay Procurement Policy has been fulfilled.

It is further requested the Town Board authorize the Comptroller to make payments to Charles Nechtem Associates, Inc., from account TWN-AMM-9060-80030-000-0000-000 at an amount not to exceed \$40,000.00 per annum, and that the Comptroller encumber said amount for 2024 from account TWN-AMM-9060-80030-000-0000-000.


John Canning, Commissioner
Department of Human Resources





www.charlesnechtem.com

September 29, 2023

John Canning
Commissioner of Human Resources
Town of Oyster Bay
Department of Human Resources
54 Audrey Avenue, 3rd Floor
Oyster Bay, NY 11771

Dear Commissioner Canning,

I hope this letter finds you well. I am writing to express the strong intent of Charles Nechtem Associates, Inc. to continue our Employee Assistance Program (EAP) agreement with The Town of Oyster Bay for the upcoming year, covering the period from January 1, 2024, to December 31, 2024.

Our partnership in delivering EAP services to the employees and their eligible household members of The Town of Oyster Bay has been marked by success and has played a pivotal role in enhancing the well-being and productivity of your workforce. The dedicated support and comprehensive resources provided through our EAP have consistently met the unique needs of your organization, and we are committed to maintaining this standard of excellence.

As we anticipate the year ahead, we firmly believe that our EAP services will continue to have a positive impact on the lives of your employees and the overall work environment. Therefore, we kindly request the opportunity to renew our EAP agreement.

This letter serves as formal notice of our intent to extend our EAP services to The Town of Oyster Bay. We are prepared to complete any necessary paperwork or administrative procedures promptly to facilitate this renewal. If there are any specific requirements or changes you would like to discuss regarding the agreement, please do not hesitate to contact us. We are open to accommodating any adjustments that align with your preferences.

We deeply appreciate the trust you have placed in our EAP services, and we look forward to another year of collaboration aimed at fostering the well-being of The Town of Oyster Bay's employees.

If you have any questions or require further information, please feel free to contact us.

Thank you for considering our request to continue our partnership, and we are excited about the opportunity to work with The Town of Oyster Bay in the year ahead.

Sincerely,

Charles Nechtem
President, CEO
One 2nd Street, Suite 1501
Jersey City, NJ 07302

New Jersey: One 2nd Street, Suite 1501, Jersey City, NJ 07302
Florida: 595 Bay Isles Road, Suite 115, Longboat Key, FL 34228
Email: Inquiries@charlesnechtem.com

Phone: 866-327-2040
Fax: 941-556-878



CNA provides an unlimited number of brochures, wallet cards and posters throughout the life of the contract at no additional charge. We provide additional posters in several different styles 6 months into the program to keep the EAP message fresh. All materials are available in English and Spanish.

Confidentiality of Services and Records

CNA has developed safeguards to assure that all EAP counseling services are conducted in a manner designed to protect the privacy of employees and their family members. We comply with all Federal and State Laws [HIPAA] protecting the privacy of conversations and other contacts between our EAP counselors and employees. All staff members with access to clinical records are trained in protecting confidential materials.

A. Protection of Clinical Charts:

- All charts are to be kept in locked, fireproof filing cabinets.
- Clinicians are not to take charts home to work on them.

When it is necessary for clinical purposes to transport charts, care must be taken to assure they are not misplaced or lost. Whenever possible, charts should not be moved.

B. Protection of Computer Files:

- The computer files are not accessible by outside modem.
- Password access only provides additional internal security.
- Access to a computer file is restricted to a "need-to-know" basis.

C. Chart Access: Only those professional and administrative employees with a need to handle charts will be granted access to them.

D. Release of Information: No information may be released about a covered enrollee, including one who is assessed, is in treatment, or is a participant in the Employee Assistance Program without his/her written consent.

- The form must be filled out completely.
- The form must state specifically what information is to be released.
- The form must be explained to the employee including the expiration date.
- The employee must sign and date the form.

Agreement Termination

In the event the Town of Oyster Bay terminates its agreement with Charles Nechtem Associates, we will work with the Town on a phase out period of 90 days to assure that all participants in the Employee Assistance Program will continue to receive appropriate and recommended assistance.

Statutes, Laws, Codes, License, Insurance

• **Compliance with Town Policies and Statutes**

We will comply with all Town of Oyster Bay Policies and Statutes and will assure that all employees fully comply with all operational requirements.

- **Licenses/Insurance**

CNA maintains appropriate liability and professional malpractice insurance. Protection levels are \$1,000,000 - \$3,000,000. We will hold the Town of Oyster Bay harmless and fully indemnified in the event of any action arising out of the operation of the Employee Assistance Program by Charles Nechtem Associates or its affiliated providers.

Nondisclosure of Information

No information obtained in the performance of Employee Assistance Program services will be disclosed or published by Charles Nechtem Associates or any of its staff. We will not remove property from Town offices nor disclose same to any unauthorized persons. All services provided by Charles Nechtem Associates are confidential and protected by law from unauthorized disclosure.

Program Fees

- 1-800 unlimited phone counseling and 1-3 face to face Counseling Sessions per employee and their family members.
- CNA will provide weekly 3 hours On-Site face to face services and the location where on-site services will be determined.

January 1, 2022 through December 31, 2022: \$ 40,416 per year flat fee
January 1, 2023 through December 31, 2023: \$ 40,416 per year flat fee

Option Year

January 1, 2024 through December 31, 2024: \$ 42,436 per year flat fee
January 1, 2025 through December 31, 2025: \$ 42,436 per year flat fee

*** Onsite Critical Incident Stress Debriefing Services (CISD) are available at \$200.00 per hour plus travel fee (up to \$60.00) ***

*** Onsite Trainings available at \$200.00 per hour plus travel fee (up to \$60.00) ***

Meeting of June 14, 2022

Resolution No 431-2022

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 services for the Town Employee Assistance Program, 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 four (4) proposals submitted to the Town prior to the designated response date; and

WHEREAS, following a review, evaluation, and rating of said four (4) 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 Charles Nechtem Associates, Inc., One 2nd Avenue, Suite 1501, Jersey City, NJ 07302, to provide services pursuant to the Town Employee Assistance Program 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 \$40,000.00 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,

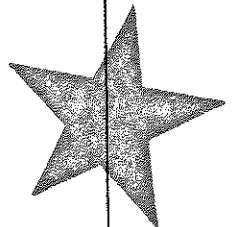
NOW THEREFORE BE IT RESOLVED, That the request and recommendation as hereinabove set forth are accepted and approved, and that Supervisor, or his designee, is hereby authorized to execute the Agreement between the Town and Charles Nechtem Associates, Inc., for Charles Nechtem Associates, Inc. to provide the above-referenced services for the Town Employee Assistance Program 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 \$40,000.00 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 |



Reviewed By
Office of Town Attorney

Meeting of January 10, 2023

Resolution No.36-2023

WHEREAS, by Resolution No. 431-2022, adopted on June 14, 2022, the Town Board authorized the Town Supervisor, or his designee, to execute an agreement between the Town of Oyster Bay and Charles Nechtem Associates, Inc., One 2nd Avenue, Jersey City, New Jersey 07302, (hereinafter "CNA") for said firm to provide the Department of Human Resources with services in relation to the Town Employee Assistance Program, for a period of one (1) year, from January 1, 2022 through December 31, 2022, nunc pro tunc, with two (2) one (1) year extension options, to be exercised at the discretion of the Town, in an amount not to exceed \$40,000.00 per year; and

WHEREAS, John W. Canning, Commissioner, Department of Human Resources, by memorandum dated December 22, 2022, requested Town Board authorization for the Town Supervisor, or his designee, to exercise the first one (1) year extension option of the aforementioned Agreement, for a period of one (1) year, from January 1, 2023 through December 31, 2023, nunc pro tunc, in an amount not to exceed \$40,000.00,

NOW, THEREFORE, BE IT RESOLVED, that the request as hereinabove set forth is hereby approved, and the Town Supervisor, or his designee, is hereby authorized to exercise the first one (1) year extension option of the Agreement between the Town of Oyster Bay and CAN, for said firm to provide the Department of Human Resources with services in relation to the Town Employee Assistance Program, for a period of one (1) year, from January 1, 2023 through December 31, 2023, nunc pro tunc, in an amount not to exceed \$40,000.00; and be it further

RESOLVED, that the funds for said payment shall be drawn from Account No. TWN-AMM-9060-80030-000-0000-000; and be it further

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

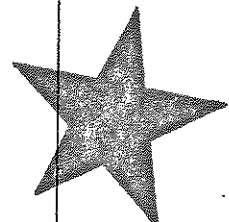
-#-

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

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

Reviewed By
Office of Town Attorney

Ralph P. Deady





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/01/2023

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

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


| | | |
|--|--|------------------------------------|
| PRODUCER Van Wagner Agency 135 Crossways Park Drive P.O. Box 9017 Woodbury NY 11797 | CONTACT NAME: | |
| | PHONE (A/C, No, Ext): 800-735-1588 | FAX (A/C, No): 888-290-0302 |
| | E-MAIL ADDRESS: vanwagnerinsurance@sterlingrisk.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A: Great American Assurance Company | 26344 |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** 2022613072 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | 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"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | Y | GLP 425-59-28-08 | 10/31/2023 | 10/31/2024 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | Professional Liability | Y | Y | GLP 425-59-26-08 | 10/31/2023 | 10/31/2024 | Each Occurrence 1,000,000 Aggregate 3,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as Additional Insured as required by written contract with respects to services provided by Named Insured.

| | |
|---|--|
| CERTIFICATE HOLDER Town of Oyster Bay Department of Human Resources 54 Audrey Avenue, 3rd Floor 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  |
|---|--|



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

June 15, 2023

Newark Board of Education
765 BROAD ST
NEWARK NJ 07102-3720

Account Information:

| | |
|-------------------------|--------------------------------|
| Policy Holder Details : | Charles Nechtem Associates Inc |
|-------------------------|--------------------------------|



Contact Us

Need Help?

Chat online or call us at

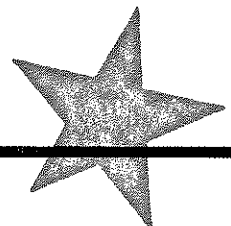
(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/15/2023

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

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

| | | | |
|--|--|--|-------------------|
| PRODUCER MCGRUFF INSURANCE SERVICES LLC 22274127 7701 AIRPORT CTR DR STE 1800 GREENSBORO NC 27409 | | CONTACT NAME: | |
| | | PHONE (800) 228-1820 | FAX |
| | | (A/C, No, Ext): | (A/C, No): |
| | | E-MAIL ADDRESS: | |
| | | INSURER(S) AFFORDING COVERAGE | |
| | | NAIC# | |
| | | INSURER A: Hartford Fire and Its P&C Affiliates | |
| | | 00914 | |
| INSURED CHARLES NECHTEM ASSOCIATES INC 595 BAY ISLES RD STE 115 LONGBOAT KEY FL 34228-3143 | | INSURER B: | |
| | | INSURER C: | |
| | | INSURER D: | |
| | | INSURER E: | |
| | | INSURER F: | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--|----------|---------------|-------------------------|-------------------------|--|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE |
| | CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) |
| | | | | | | | MED EXP (Any one person) |
| | | | | | | | PERSONAL & ADV INJURY |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | PRODUCTS - COMP/OP AGG |
| | OTHER: | | | | | | |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) |
| | ALL OWNED AUTOS | <input type="checkbox"/> SCHEDULED AUTOS | | | | | BODILY INJURY (Per accident) |
| | HIRED AUTOS | <input type="checkbox"/> NON-OWNED AUTOS | | | | | PROPERTY DAMAGE (Per accident) |
| | | | | | | | |
| | UMBRELLA LIAB | <input type="checkbox"/> OCCUR | | | | | EACH OCCURRENCE |
| | EXCESS LIAB | <input type="checkbox"/> CLAIMS-MADE | | | | | AGGREGATE |
| | DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> | | | | | | |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | Y/N <input type="checkbox"/> | N/A | 22 WEC AD1TGR | 07/14/2023 | 07/14/2024 | E.L. EACH ACCIDENT \$1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE \$1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$1,000,000 |

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

Newark Board of Education
765 Broad Street, Newark
New Jersey 07102

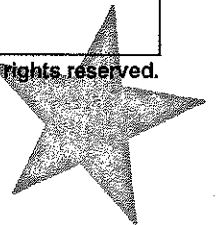
CANCELLATION

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

Susan L. Castaneda

© 1988-2015 ACORD CORPORATION. All rights reserved.



WHEREAS, by Resolution No. 433-2022, adopted on June 9, 2022, the Town Board authorized the Town Supervisor, or his designee, to execute a Letter of Agreement between the Town of Oyster Bay and Norwich LCSW Behavioral Health Services, PLLC, 1005 Glen Cove Avenue, Glen Head, New York 11545, to provide substance abuse professional services, as defined by the New York State Department of Transportation's Office of Drug and Alcohol Policy and Compliance, for the period commencing January 1, 2022 through December 31, 2022, *nunc pro tunc*, with two (2) one (1) year extension options (to be exercised solely upon the discretion of the Town), for an amount not to exceed \$10,000.00 per Contract Year; and

WHEREAS, by Resolution No. 361-2023, adopted on May 23, 2023, the Town Board authorized the Town Supervisor to exercise the first one (1) year extension option of the Agreement, for the period commencing January 1, 2023 through December 31, 2023, *nunc pro tunc*, for a total amount not to exceed \$10,000.00 for the Contract Year; and

WHEREAS, John Canning, Commissioner, Department of Human Resources, by memorandum dated October 20, 2023, requested Town Board Authorization for the Town Supervisor, or his designee, to exercise the second one (1) year extension option of the Agreement, for the period commencing January 1, 2024 through December 31, 2024, for a total amount not to exceed \$10,000.00 for the Contract Year; and

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

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Town Supervisor, or his designee, is hereby authorized to exercise the second extension option of the Agreement between the Town of Oyster Bay and Norwich LCSW Behavioral Health Services, PLLC, to provide substance abuse professional services, as defined by the New York State Department of Transportation's Office of Drug and Alcohol Policy and Compliance, for the period commencing January 1, 2024 through December 31, 2024, for an amount not to exceed \$10,000.00 for the Contract Year; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. TWN AMM 960 80030 000 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, 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 Majer | Aye |
| Councilwoman Walsh | Aye |

Reviewed By
Office of Town Attorney
Paul P. Goad

Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: John Canning
Commissioner
Department of Human Resources

DATE: October 20, 2023


SUBJECT: Substance Abuse Professional Contract-Extension

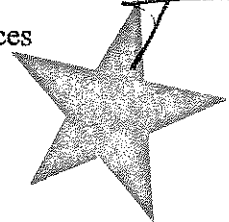
Pursuant to the Town of Oyster Bay Procurement Policy and Resolution No. 433-2022, adopted on June 14, 2022, the Town Board authorized entering into an agreement with Norwich LCSW Behavior Health Services PLLC, located at 1005 Glen Cove Avenue, Glen Head, New York 11545, to provide Substance Abuse Professional (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.

Resolution No 361-2023, adopted on May 23, 2023, authorized the exercise of the first extension for the period commencing January 1, 2023 through December 31, 2023 in an amount not to exceed \$10,000.00.

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 2024 calendar year. In accordance with Guidelines 6 and 9 of the Town of Oyster Bay Procurement Policy, the Department of Human Resources requests that this matter be included on the November 14, 2023 Calendar for the Town Board to authorize the Supervisor, or his designee, to approve the second extension of the two one-year extensions between the Town of Oyster Bay and Norwich LCSW Behavioral Health Services PLLC effective January 1, 2024 through December 31, 2024. The Town has reviewed the disclosure questionnaire and is satisfied that the Town of Oyster Bay Procurement Policy has been fulfilled.

It is further requested the Town Board authorize the Comptroller to make payments to Norwich LCSW Behavioral Health Services PLLC from account number TWN AMM 9060 80030 000 0000 000 at an amount not to exceed \$10,000.00 per annum, and that the Comptroller encumber said amount for 2024 from account number TWN AMM 960 80030 000 0000 000.


John Canning, Commissioner
Department of Human Resources



CHRISTINE C HUNTER RN LCSW CASAC
NORWICH LCSW BEHAVIORAL HEALTH SERVICES PLLC
1005 Glen Cove Ave. Rm # LL5
Glen Head, New York 11545
(516) 242-9536
Cchunter51@hotmail.com

September 20, 2023

Vicki Spinelli
Deputy Commissioner of Human Resources
Town of Oyster Bay
Department of Human Resources
54 Audrey Avenue, 3rd Floor
Oyster Bay, NY 11771

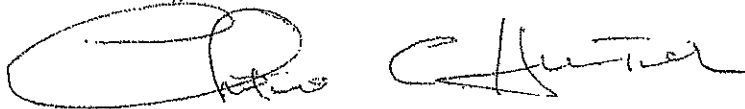
Re: Norwich LCSW Behavioral Health
Services PLLC
Town of Oyster Bay
Response to RFP
Substance Abuse Professional Services

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.

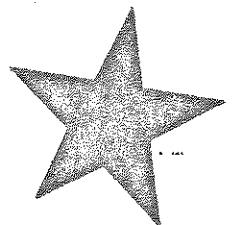
I have been working cohesively with TOB in providing SAP services over the past year and agree to continue providing services to Town of Oyster Bay through 2023 and ongoing as approved by contract.

Sincerely,



Christine C. Hunter RN, LCSW, SAP, CASAC

cc: Christina Menoudakas



Norwich Behavioral Health Services PLLC

1005 Glen Cove Ave. Room #115, Glen Head, New York 11545

(516) 242-9586 FAX (516) 922-0320

Email: christine.hunter@norwichbh.com Web: www.norwichbh.com

Christine C. Hunter RN LCSW SAP CASAC, NY's License R-34994

Substance Abuse Professional (SAP) Service Proposal

Town of Oyster Bay

In response to the Town of Oyster Bay (TOB) Request for Proposal (RFP) for a Substance Abuse Professional (SAP) I am pleased to submit the proposal below.

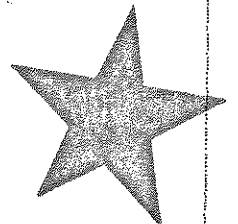
I have provided Substance Abuse Professional (SAP) services to the Town of Oyster Bay employees as outlined by the Department of Transportation (DOT) Office of Drug and Alcohol Policy and Compliance (ODAPC) for the past ten years and have worked in collaboration and cohesively with the TOB Department of Human Resources to ensure that best practices have been used.

I am submitting this proposal on behalf of myself Christine C. Hunter and Norwich Behavioral Health Services PLLC, also known as Norwich LCSW Behavioral Health Services PLLC.

Norwich Behavioral Health Services is a limited Liability Corporation that specializes in the delivery of psychotherapy, screening and treatment services. The mission of Norwich Behavioral Health Services is to improve the quality of life for persons impacted by mental health and substance abuse problems through the delivery of quality interventions services. Norwich Behavioral Health Services is located at 1005 Glen Cove Ave. Room 115, Glen Head, New York 11545. The corporate and mailing address is 72 Roosevelt Drive, East Norwich, New York 11782. Norwich Behavioral Health Services has been delivering services to Nassau and Suffolk County residents for over 10 years and the Clinical Director and CEO has been delivering professional treatment services for over 30 years.

The function of the Substance Abuse Professional (SAP) as defined by the New York State Department of Transportation (DOT) is to protect the public interest and safety by professionally evaluating any and all employees who are in violation of state regulation.

The SAP represents the major decision point (and in some cases, the only decision point) an employer may have in choosing whether or not to place an employee in a safety sensitive position.

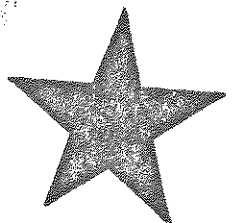


Data collected for the TOB SAP referrals is stored as defined by Federal and state confidentiality law.

Service Proposal

The following services will be delivered to the Town of Oyster Bay employees by the SAP:

1. Screening, assessment and referral of employees who test positive for a drug or alcohol and who are in violation Federal Regulation. Screening will be face to face and will take place at a Town of Oyster Bay work site or at Norwich Behavioral Health Service program location in Glen Head, New York. Clinical assessment will include an in depth psychosocial history including alcohol and drug use. Screening tools will include validated screening tools with good reliability such as; Michigan Alcohol screening Tool (MAST), Alcohol Drug Disorder Identification Tool (AUDIT), Drug Assessment Screening Tool (DAST). Treatment follow-up will be developed with the involvement of the employee including engagement into treatment, follow-up and monitoring.
2. Records will be maintained as required by the Department of Transportation (DOT) and National Transportation Safety Board (NTSB) and will comply with 42 CFR Part 2 of the Federal Regulations on disclosure and confidentiality. Copies of screening information can be made available to employees upon their request. Compliance will be monitored and reported in writing to the Town of Oyster Bay Designated Employee Representative (DER).
3. Ongoing communication will occur between the SAP and the DER regarding the employee progress in treatment (including testing schedule and results). Signed consent for release of information will be obtained from all parties as required by state and federal mandate. A copy of the employee treatment plan will be included in the initial report to the Town of Oyster Bay DER.
4. Communication with the Medical Review Officer (MRO) will occur as needed regarding an employee's laboratory testing (test results, quantitative levels and other employee test information).
5. Face-to-Face evaluation will occur with employees who are being considered for return to safety sensitive duty and a written report (of compliance or non-compliance) will be forwarded to the DER. The report will determine the follow-up for alcohol and drug testing frequency that the employee will undergo over the next 12 to 60 months following the date of return to safety sensitive duty. From the return to duty recommendations the DER performs the "fit for duty" determination.



Obligations

In the event that the Town of Oyster or Norwich Behavioral Health Services terminates the agreement, a phase out of 30 days will be provided to assure that employee treatment is not undermined.

Personnel

Employees of Norwich Behavioral Health Services (Christine C. Hunter) will provide all services under the agreement.

Statutes, Laws and Codes

Norwich Behavioral Health Services will comply with and ensure that all personnel comply with all Town of Oyster Bay operational requirements in association with the implementation of the Substance Abuse Professional as well as the TOB Employee Assistance Program.

Licenses/Permits/Insurance

All employees of Norwich Behavioral Health Services possess and will for the term of the agreement possess all the necessary qualifications, permits, licenses required to perform the services described in this agreement, including malpractice and liability insurance.

Nondisclosure of Information

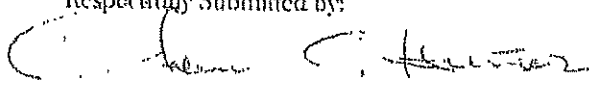
Norwich Behavioral Health Services will not, without the prior written permission of the Town of Oyster Bay, (1) disclose or publish any findings made by them in the performance of services for the Town of Oyster Bay, or (2) remove from any Town of Oyster Bay premises or property any unauthorized information.

Budget

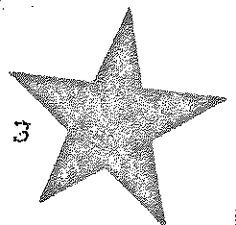
| | |
|---|----------|
| January 1, 2022 through December 31, 2022 | \$10,000 |
| January 1, 2023 through December 31, 2023 | \$10,000 |

(Proposed rates would remain the same for optional years 2024 and 2025)

Respectfully Submitted by:


Christine C. Hunter RN LCSW SAP CASAC

Director & CEO, Norwich Behavioral Health Services PLLC





ALLIED WORLD INSURANCE COMPANY
A stock insurance company, incorporated under the laws of New Hampshire
1690 New Britain Avenue, Suite 101, Farmington, CT 06032 (1-800-421-6694)

023

CLAIMS-MADE SOCIAL WORKERS' PROFESSIONAL AND BUSINESS LIABILITY POLICY

THIS IS A CLAIMS MADE POLICY - PLEASE READ CAREFULLY

END. ADDL. PREM.

NOTICE: A LOWER LIMIT OF LIABILITY APPLIES TO JUDGEMENTS OR SETTLEMENTS WHEN THERE ARE ALLEGATIONS OF SEXUAL MISCONDUCT
(SEE THE SPECIAL PROVISION "SEXUAL MISCONDUCT" IN THE POLICY).

DECLARATIONS

POLICY NO: 5601-3445 END NO 01
ITEM 1. (a) NAME AND ADDRESS OF INSURED:

NORWICH LCSW BEHAVIORAL HEALTH
SERVICES PLLC
72 ROOSEVELT DR
EAST NORWICH, NY 11732

ACCOUNT NO: NY-NORW720-0 02097057
ITEM 1. (b) ADDITIONAL NAMED INSURED:
CHRISTINE C HUNTER

NOTICE:

THESE POLICY FORMS AND THE APPLICABLE
RATES ARE EXEMPT FROM THE FILING
REQUIREMENTS OF THE NEW YORK STATE
INSURANCE LAW AND REGULATIONS.
HOWEVER, THE FORMS AND RATES MUST
MEET THE MINIMUM STANDARDS OF THE NEW
YORK INSURANCE LAW AND REGULATIONS.

TYPE OF ORG: LLC/LLP

ITEM 2. ADDITIONAL INSURED:

TOWN OF OYSTER BAY 1005 GLEN COVER AVE
29 SPRING ST REALTY LLC
OYSTER BAY, NY 11771 329 GLEN COVE AVE
SEA CLIFF, NY 11579

ITEM 3. POLICY PERIOD:

FROM: 01/31/23

TO: 01/31/24

12:01A.M. STANDARD TIME AT THE ADDRESS OF THE INSURED AS STATED HEREIN:

ITEM 4. ENDORSEMENT EFFECTIVE 01/31/23
LIMITS OF LIABILITY:

(a) \$ 1,000,000 PER-CLAIM-INSURING AGREEMENT A. (c) \$ 3,000,000 AGGREGATE
(b) \$ 1,000,000 PER-CLAIM-INSURING AGREEMENT B.(1) and B.(2) (d) \$ 35,000 PER PROCEEDING

ITEM 5. PREMIUM SCHEDULE:

| CLASSIFICATION | NUMBER | RATE | ANNUAL PREMIUM |
|--------------------------------|--------|--------|----------------|
| ENDORSEMENT - A P | | | |
| ----- NEW ANNUAL PREMIUM ----- | | | 28.00 |
| PROFESSIONALS | 1 | 138.00 | 138.00 |
| DEFENSE LIMIT | | | .00 |
| ADDITIONAL INSURED | 1 | 28.00 | 28.00 |
| LANDLORDS | 1 | 28.00 | 28.00 |
| *NEW TOTAL PREMIUM: | | | 194.00 |

ITEM 6. RETROACTIVE DATE: 01/31/05

ITEM 7. EXTENDED REPORTING PERIOD
ADDITIONAL PREMIUM (if exercised): \$ 194.00

ITEM 8. POLICY FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY
APA-SW 00002 00 (06/14) APA-SW 00007 00 (6/14)

APA-SW 0000100 (06/14) THIS IS NOT A BILL. PREMIUM HAS BEEN PAID

AUTHORIZED COMPANY REPRESENTATIVE
American Professional Agency * 95 Broadway, Amityville, NY 11701

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 July 25, 2023, authorized the Highway Department to clean up the premises located at 92 Fourteenth Street, Hicksville, New York 11801, also known as Section 11, Block 399, Lot 67 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, by memorandum dated October 12, 2023, 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 August 1, 2023, in the total amount of \$896.46, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, as set forth in their memorandum dated October 12, 2023, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$896.46 may be assessed by the Legislature of the County of Nassau against the parcel known as 92 Fourteenth Street, Hicksville, New York 11801, also known as Section 11, Block 399, Lot 67 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 | Aye |

820

Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: October 12, 2023

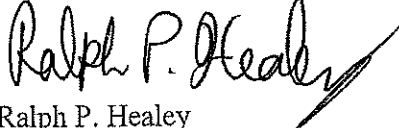
SUBJECT: Property Cleanup Assessment
92 Fourteenth Street, Hicksville, New York 11801
Section 11, Block 399, Lot 67

The Department of Planning and Development, by memorandum dated July 25, 2023, directed the Highway Department to clean the premises located at 92 Fourteenth Street, Hicksville, New York 11801, also known as Section 11, Block 399, Lot 67, on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated August 4, 2023, advised that the property was cleaned by a crew from the Highway Department on August 1, 2023. The cost incurred by the Town of Oyster Bay was \$896.46.

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.

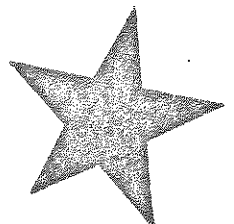
Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA
TOWN ATTORNEY


Ralph P. Healey
Deputy Town Attorney

RPH:aml
Attachments

S:\aml\Attys\rph\MDReso\MD 92 Fourteenth St. 10.10.2023



REVIEWED BY
OFFICE OF TOWN ATTORNEY

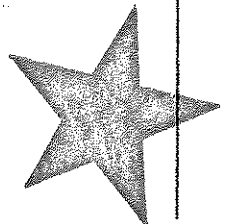
Ralph P. Healey

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 July 25, 2023, authorized the Highway Department to clean up the premises located at 92 Fourteenth Street, Hicksville, New York 11801, also known as Section 11, Block 399, Lot 67 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, by memorandum dated October 12, 2023, 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 August 1, 2023, in the total amount of \$896.46, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Deputy Town Attorney, as set forth in their memorandum dated October 12, 2023, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$896.46 may be assessed by the Legislature of the County of Nassau against the parcel known as 92 Fourteenth Street, Hicksville, New York 11801, also known as Section 11, Block 399, Lot 67 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -



2023-9225

TOWN OF OYSTER BAY

Inter-Departmental Memo

July 25, 2023

To: RICHARD W. LENZ, PE: COMMISSIONER/DPW

From: HAROLD B. MAYER, JR: COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT

Subject: 92 FOURTEENTH STREET, HICKSVILLE, NEW YORK 11801
SBL: 11-399-67

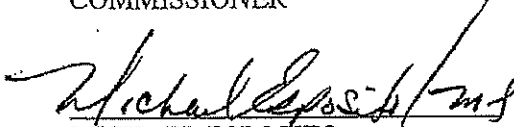
Notice of Violation number 09384 was issued to the owner of the above-referenced premises on 07/17/2023 for property non-maintenance, in violation of Chapter 135, Section 52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

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

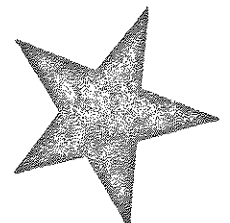
- Lawn and vegetation to be cut on the subject property.

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 this Department by e-mail, the date and time the cleanup is completed. Please proceed accordingly.

HAROLD B. MAYER, JR
COMMISSIONER


MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU

HBM: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

HAROLD B. MAYER, JR.
COMMISSIONER

ANGELO A. DELLIGATTI, ESQ.
SPECIAL COUNSEL

TIMOTHY R. ZIRE
DEPUTY COMMISSIONER

SCOTT L. BYRNE
DEPUTY COMMISSIONER

July 25, 2023

New Chicago Realty LCC
92 Fourteenth Street
Hicksville, N.Y. 11801

RE: 92 FOURTEENTH STREET, HICKSVILLE, NEW YORK 11801
SECTION 11 BLOCK 399 LOT 67
FAILURE TO MAINTAIN RESIDENTIAL PROPERTY

New Chicago Realty, LLC:

Pursuant to Chapter 135 (Housing Standards), Section 53 (Notice of Violation) of the Code of the Town of Oyster Bay, please be advised that this Department has conducted an inspection of the above referenced property and issued Notice of Violation, Number 09384, dated 07/17/2023, which gave you five (5) days to clean-up the subject property. As of the date of this letter, you have not complied with the above-mentioned Directive.

According to Chapter 135 (Housing Standards), Section 54 (Compliance With Notice; Assessment of Costs) of the Code of the Town of Oyster Bay, as the Commissioner of the Department of Planning and Development, I am empowered to direct the Town to clean-up the subject property, which includes the maintenance of lawn and vegetation to be under 8 inches in height. Additionally, Chapter 135, Section 54 of the Code of the Town of Oyster Bay, allows the Town to be reimbursed for the cost of the work to maintain the subject property by approving an assessment to the subject property's tax bill. Pursuant to the above-mentioned Code provisions, I, as Commissioner, am directing the Town to clean-up the subject property.

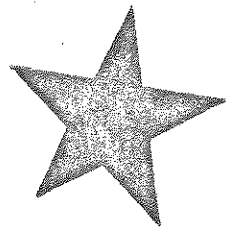
Interference with this order is considered a VIOLATION of Chapter 135 (Housing Standards), Section 55.1 (Violation of Directives) of the Code of the Town of Oyster Bay and may be subject to further Code Enforcement action and/or penal actions taken by other law enforcement agencies. If you have any questions regarding this matter, kindly contact this Department's Code Enforcement Bureau at (516) 624-6215.

Very truly yours,

HAROLD B. MAYER, JR.
COMMISSIONER

MB:sf

cc: Office of Town Attorney
Enclosure



AL

Town of Oyster Bay
Inter-Departmental Memo

TO: FRANK M. SCALERA, TOWN ATTORNEY

FROM: HAROLD B. MAYER JR., COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT

DATE: AUGUST 10, 2023

SUBJECT: 92 FOURTEENTH STREET, HICKSVILLE, NEW YORK 11801
SECTION 11, BLOCK 399, LOT(S) 67

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

- 1) T.O.B. Highway Department Clean-Up Costs: \$ 896.46

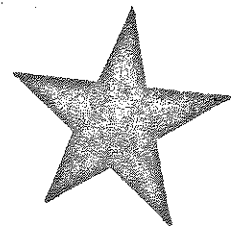
It is respectfully requested that your Office take the necessary steps in order to obtain an approval for an assessment of \$896.46 to be added to the subject property tax bill in order to be reimbursed for the Town's work to clean-up the subject property.

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



HAROLD B. MAYER JR.
COMMISSIONER

ME:ml
Encls.



S-11
B-399
L-67

PNT 45044 N

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT-THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 6th day of November 2019

BETWEEN:

[REDACTED]

party of the first part, and

NEW CHICAGO REALTY LLC
92 14TH STREET
OYSTER BAY, NEW YORK 11801

party of the second part

WITNESSETH, that the party of the first part, in consideration of (Ten) \$10.00 dollars 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" ATTACHED.

SAID PREMISES being known as 92 14TH STREET, OYSTER BAY NY

Said premises known as Section: 11 Block: 399 Lot: 67

SUBJECT TO ANY STATE OF FACTS AN ACCURATE SURVEY MAY SHOW.

SUBJECT TO COVENANTS, RESTRICTIONS, RESERVATIONS, EASEMENTS, CONSENTS AND AGREEMENTS OF RECORD, IF ANY.

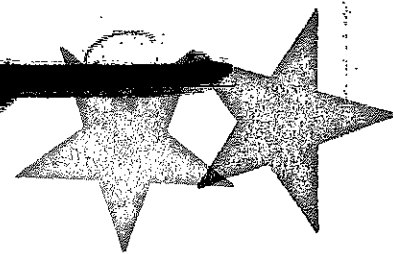
TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises;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

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid and the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

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

IN PRESENCE OF:

By: [REDACTED]



Department of State Division of Corporations

Entity Information

[Return to Results](#)[Return to Search](#)

Entity Name: NEW CHICAGO REALTY LLC

FOREIGN LEGAL NAME:

ENTITY TYPE: DOMESTIC LIMITED LIABILITY COMPANY

SECTION OF LAW: 203 LLC - LIMITED LIABILITY COMPANY LAW

DATE OF INITIAL DOS FILING: 11/06/2019

EFFECTIVE DATE INITIAL FILING: 11/06/2019

FOREIGN FORMATION DATE:

COUNTY: NASSAU

JURISDICTION: NEW YORK, UNITED STATES

DOS ID: [REDACTED]

FICTITIOUS NAME:

DURATION DATE/LATEST DATE OF DISSOLUTION:

ENTITY STATUS: ACTIVE

REASON FOR STATUS:

INACTIVE DATE:

STATEMENT STATUS: CURRENT

NEXT STATEMENT DUE DATE: 11/30/2021

NFP CATEGORY:

7
270
27

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: THE LLC

Address: 22 SOLAR LANE, ALBERTSON, NY, UNITED STATES, 11507

Electronic Service of Process on the Secretary of State as agent: Not Permitted

Chief Executive Officer's Name and Address

Name:

Address:

Principal Executive Officer Address

Address:

Registered Agent Name and Address

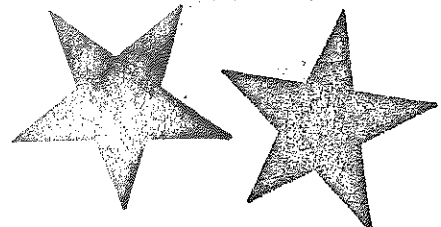
Name:

Address:

Entity Primary Location Name and Address

Name:

Address:

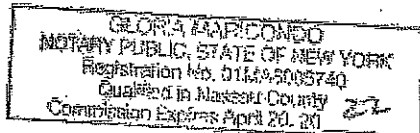


TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE IN NEW YORK STATE

State of New York, County of Queens ss:
On the 5 day of Nov in the year 2019
Before me, the undersigned, personally appeared

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

(signature and office of individual taking acknowledgment)



State of New York, County of _____ ss:
On the _____ day of _____ in the year _____
before me, the undersigned, personally appeared

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

(signature and office of individual taking acknowledgment)

TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE OUTSIDE NEW YORK STATE

State (or District of Columbia, Territory, or Foreign Country) of _____ ss:
On the _____ day of _____ in the year _____ before me, the undersigned, personally appeared

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

(insert the City or other political subdivision)

(and insert the State or Country or other place the acknowledgment was taken)

(signature and office of individual taking acknowledgment)

**BARGAIN AND SALE DEED
WITH COVENANT AGAINST GRANTOR'S ACTS**

Title No. PNT25044 N

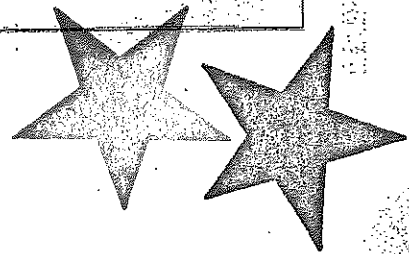
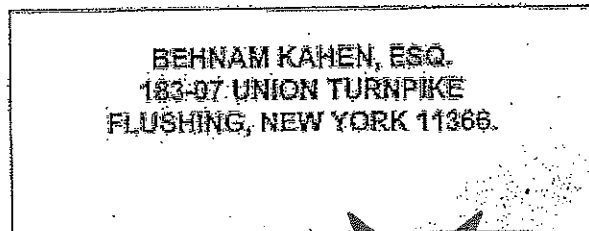
TO

NEW CHICAGO REALTY LLC

SECTION: 11
BLOCK: 399
LOT: 67
COUNTY OR TOWN:
OYSTER BAY
STREET ADDRESS:
92 14TH STREET

Recorded at Request of
COMMONWEALTH LAND TITLE INSURANCE COMPANY

RETURN BY MAIL TO:



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

August 4, 2023

TO: HAROLD B. MAYER, JR., COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT

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

SUBJECT: 92 14TH STREET, HICKSVILLE
CLEAN-UP

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

In accordance with the rectification of this violation it is asked that this division be reimbursed in the total amount of \$896.46.

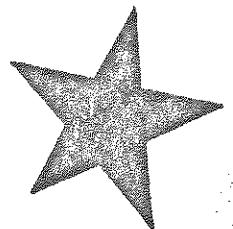
If you have any questions pertaining to the above subject, please feel free to contact this office.



JOHN C. TASSONE
CHIEF DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

JCT/kjb

Enc. T & M sheet





MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (11-399-67) 92 14TH ST HICKSVILLE 11801

Date Aug 1, 2023

Work Order # 107392

Labor Costs

| Employee's Name | | Regular Work Hours | Regular Rate | Overtime Hours | Overtime Rate | Line Cost |
|-----------------|---------------------|--------------------|--------------|----------------|---------------|-----------|
| ANDREW HOUGHTON | General Maintenance | 00:30 | \$31.73 | 00:00 | 0 | \$15.87 |
| THOMAS CORBETT | General Maintenance | 00:30 | \$24.52 | 00:00 | 0 | \$12.26 |
| PETER K SELL | General Maintenance | 00:30 | \$28.13 | 00:00 | 0 | \$14.07 |
| JOHN MURRAY | General Maintenance | 00:30 | \$24.52 | 00:00 | 0 | \$12.26 |

Total Labor \$54.46

Tools/Vehicle

| Tool/Vehicle | Description | Rate per Hour | Hours | Line Cost |
|--------------|---|---------------|-------|-----------|
| PU413 | PICK UP 2011 FORD F250 YELLO (14 / 027) | \$79.00 | 00:30 | \$39.50 |
| TD704 | TRUCK DUMP 2011 FORD F350 YELLO (T145 / T-145) - Power Wagons | \$105.00 | 00:30 | \$52.50 |

Total Equipment \$92.00

Materials

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

Total Materials \$750.00

Grand Total \$896.46

Description of Work:

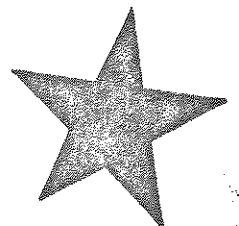
CLEAN UP 92 FOURTEENTH STREET HICKSVILLE

Signature: _____

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Aug 2, 2023



WHEREAS, Cristina Harrison, Administrator, First Presbyterian Church, 60 East Main Street, Oyster Bay, New York 11771, by letter dated October 4, 2023, requested the use of one (1) roll-off container, to be dropped off at the Church on Tuesday, November 14, 2023, and collected on Tuesday, November 21, 2023, for the First Presbyterian Church's Annual Fall Cleanup, to be held between the aforementioned dates; and

WHEREAS, Daniel M. Pearl, Commissioner, Department of Sanitation, by memorandum dated October 11, 2023, advised that he has no objection to providing one (1) roll-off container for the First Presbyterian Church's Annual Spring Cleanup, to be dropped off on Tuesday, November 14, 2023, and collected on Tuesday, November 21, 2023, at 60 East Main Street, Oyster Bay, New York 11771, because it is not otherwise required for use by the Department of Public Works at those times, and the roll-off container is to be provided, without charge, as the event is not a profit making event as defined 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 Department of Public Works is authorized to provide use of one (1) roll-off container to be dropped off Tuesday, November 14, 2023, and collected on Tuesday, November 21, 2023, 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 First Presbyterian Church's Annual Fall 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 Public Works/Highway, 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;
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**

October 11, 2023

TO: Memorandum Docket

FROM: Daniel M. Pearl, Commissioner of Sanitation

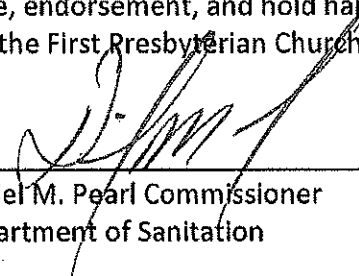
SUBJECT: Request: First Presbyterian Church
60 East Main Street
Oyster Bay, New York 11771

Attached please find a copy of a letter received in this office from Christina Harrison requesting a roll-off container for their Fall Clean Up. The container will be placed at 60 East Main Street, Oyster Bay, on Tuesday, November 14, 2023, and collected on Tuesday, November 21, 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."

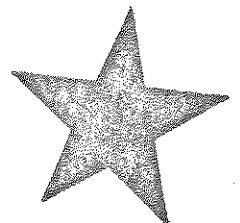
It is our opinion that the Fall Clean-up does not constitute a profit-making or a fundraising event. Therefore, we hereby request the Honorable Town Board to approve this worthwhile organization the use of Town equipment without a charge, from Tuesday, November 14, 2023, through Tuesday, November 21, 2023.

Attached please find their certificate of insurance, endorsement, and hold harmless agreement for the use of Town of Oyster Bay equipment by the First Presbyterian Church.



Daniel M. Pearl Commissioner
Department of Sanitation

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





FIRST PRESBYTERIAN CHURCH
OYSTER BAY, NEW YORK
THE REV. DR. JEFFREY D. PREY, PASTOR

October 4th, 2023

Town of Oyster Bay
Department of Public Works
Sanitation Division
150 Miller Place
Syosset, NY 11791
Attention: Cathy Walsh

Dear Cathy:

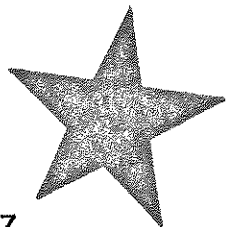
We are requesting the use of one roll-off container from November 14, 2023 – November 21, 2023. Please find enclosed our application, Certificate of Insurance, endorsement and Hold Harmless Agreement.

If you have any questions, please call me at (516) 922-5477.
Thank you.

Sincerely,

Cristina Harrison
Administrator

:cjh
Enclosure



(APPLICATION FOR TOWN OF OYSTER BAY ROLL OFF CONTAINER)

PLEASE TYPE OR PRINT CLEARLY

Name of Organization: First Presbyterian Church

Billing Address: 60 EAST Main STREET
OYSTER BAY, NY 11771

Phone Number (Days): (516) 922-5477

Number of Container(s) Requested: 1

Address Where Container(s) Would Be Placed: Same as above

Dates Container(s) Needed: From 11/14/2023 To 11/21/2023

Describe The Event For Which Container(s) Is/Are Requested: Fall clean-up

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

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

Signature: Cynthia Hermon Date: 10/4/2023

Title: CHURCH ADMINISTRATOR

Signature: _____ Date Received: _____

Signature: _____ Date Picked Up: _____

DO NOT WRITE BELOW THIS LINE

To Be Completed By Sanitation Division:

Approved By Resolution No.: G.T. \$250 Charge Applies: YES _____ NO ✓

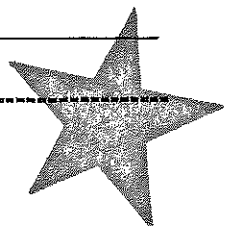
To Be Completed By Scale House:

Disposal Authorization Ticket No.: _____

Load Ticket No.: _____

Date: _____

Signature: _____





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/1/2023

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 Marsh & McLennan Agency LLC One South Jefferson Street Roanoke VA 24011 | CONTACT NAME: Karen Walker PHONE: [Redacted] FAX: [Redacted] E-MAIL: Karen.Walker@MarshMMA.com ADDRESS: [Redacted] |
| INSURED 0000005304 FIRST PRESBYTERIAN CHURCH 80 E MAIN ST OYSTER BAY, NY 11771 | INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company NAIC # 19437 INSURER B: Lexington Insurance Company 19437 INSURER C: INSURER D: INSURER E: INSURER F: |

COVERAGES CERTIFICATE NUMBER: 425378819 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.

| INSTR | TYPE OF INSURANCE | ADDL INSR | POLICY NUMBER | POLICY EFF | POLICY EXP | LIMITS |
|-------|--|-----------|---------------|------------|------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | Y | 011971558 | 1/1/2023 | 1/1/2024 | EACH OCCURRENCE \$2,000,000 |
| B | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | 048409888 | 1/1/2023 | 1/1/2024 | DAMAGE TO RENTED PREMISES (Per occurrence) \$1,000,000 |
| | | | | | | MED EXP (Any one person) \$10,000 |
| | | | | | | PERSONAL & ADV INJURY \$2,000,000 |
| | | | | | | GENERAL AGGREGATE \$5,000,000 |
| | | | | | | PRODUCTS - COMPOD AGG \$5,000,000 |
| | | | | | | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC | | | | | |
| | OTHER: | | | | | |
| | AUTOMOBILE LIABILITY | | | | | COMBINED SINGLE LIMIT (Per accident) \$ |
| | <input type="checkbox"/> ANY AUTO | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS | | | | | BODILY INJURY (Per accident) \$ |
| | <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | |
| | UMBRELLA LIAB | | | | | EACH OCCURRENCE \$ |
| | EXCESS LIAB | | | | | AGGREGATE \$ |
| | | | | | | |
| | DED RETENTION \$ | | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | PER STATUTE DTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) | Y/N | N/A | | | E.L. EACH ACCIDENT \$ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | E.L. DISEASE - EA EMPLOYEE \$ |
| | | | | | | E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Please contact your Insurance Board Agent, William A Smith and Son, Inc. at 845-561-1708 for questions regarding your Certificate of Insurance. If you would like to speak to someone at the Insurance Board, please call 800-437-8830.

The limits include applicable retentions. The Town of Oyster Bay, its officers, employees, servants, agents and enumerated volunteers are included as Additional Insured if required by written contract.
Re: 11/14/23-11/21/23 for use of Roll Off Container

REVIEWED BY
OFFICE OF TOWN ATTORNEY
[Signature]

CERTIFICATE HOLDER

CANCELLATION

| | |
|---|---|
| Town of Oyster Bay 54 Audrey Avenue Oyster Bay NY 11771 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>H. Ovidio Perry</i> |
|---|---|

© 1988-2015 ACORD CORPORATION. All rights reserved.

This endorsement, effective January 1, 2023, 12:01
a.m., Forms a part of Policy No.: 11971558
Issued to: United Church Insurance Association
By: LEXINGTON INSURANCE COMPANY

**ENDORSEMENT
ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT OR WRITTEN OR ORAL
AGREEMENT ENDORSEMENT**



- A. Section II - Who is an Insured is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or a written or oral agreement in effect during this policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage".
- B. The Insurance provided to the above described additional insured under this endorsement is limited as follows:
1. This insurance provides coverage with regard to Coverage A Bodily Injury And Property Damage (Section I - coverages only).
 2. The person or organization is only an additional insured with respect to liability arising out of "your work", "your product", or your operations.
 3. In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written or oral agreement, the Insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance shown in the Declarations pertaining to the coverage provided herein.
 4. This Insurance does not apply to "bodily injury" or "property damage" arising out of "your work", "your product", or your operations included in the "product-completed operations hazard" unless you are required to provide such coverage by written contract or written or oral agreement and then only for the period of time required by the written contract or written or oral agreement and in no event beyond the expiration date of the policy.
 5. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible Insurance available to the additional insured whether primary, excess, contingent or on any other basis, unless the written contract or written or oral agreement with additional insured specifically requires that this insurance be primary and non-contributory with any other Insurance carried by the additional insured. In such case, this insurance shall be primary and non-contributory with any other Insurance carried by the additional insured.
- C. In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions. Failure to comply with this provision may, at our option, result in the claim or "suit" being denied.

All other terms and conditions of the policy remain the same.



Authorized Representative

REVIEWED BY:
OFFICE OF TOWN ATTORNEY



**TOWN OF OYSTER BAY
DEPARTMENT OF SANITATION**

150 Miller Place
Syosset, NY 11791
516-877-5848
516-877-5863

Gary Terrell
Deputy Commissioner

Daniel M. Pearl
Commissioner

William Fox
Sanitation Supervisor III

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

This agreement is made this 4th day of OCTOBER, 2023 by

First Presbyterian Church (Hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or Equipment located at and/or described as

For the event described as

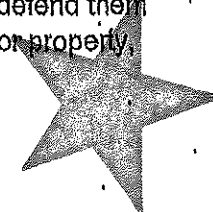
Fall clean-up

REVIEWED BY
OFFICE OF TOWN ATTORNEY

The property/equipment is needed from November 14th, 2023 to November 21st, 2023

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

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



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

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

Name of Organization:

First Presbyterian Church

Address of Organization:

60 East Main Street

OYSTER BAY, NY 11771

By: Cristina Harrison

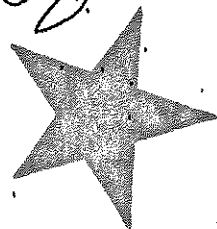
Authorized Representative

Title: Church Administrator

Telephone No.: (516) 922-5477

REVIEWED BY
OFFICE OF TOWN ATTORNEY

Perk P. [Signature]



WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated October 26, 2023, requested Town Board authorization for the Town Supervisor, or his designee, to execute an agreement, as negotiated and approved by the Office of the Town Attorney, to retain the professional services of Patricia Marie Mitchell, 1 Cedar Lane, Glen Cove, New York 115422, as a Yoga instructor during the 2024 Senior Citizens Services Program, for a one (1) year calendar term commencing on January 1, 2024 through December 31, 2024, at the rate of Forty Dollars (\$40.00) per hour of instruction provided, and for a cost not to exceed Ten Thousand Dollars (\$10,000.00) for the entire term of said Agreement; and

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

WHEREAS, Commissioner Fitzgerald, by said memorandum, further advised that in accordance with Guideline No. 5 of the Town of Oyster Bay Procurement Policy, said instructor is exempt from the solicitation, written proposal or quotation requirements of the Policy; and

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

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Town Supervisor, or his designee, is hereby authorized to execute an agreement, as negotiated and approved by the Office of the Town Attorney, to retain the professional services of Patricia Maria Marie Mitchell, as a Yoga instructor for the 2024 Senior Citizens Services Program, for a one (1) year calendar term commencing on January 1, 2024 through December 31, 2024, at the rate of Forty Dollars (\$40.00) per hour of instruction provided and for a cost not to exceed Ten Thousand Dollars (\$10,000.00) for the entire term of said Agreement; and be it further

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

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

#

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

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

TOWN OF OYSTER BAY
Inter-Departmental Memorandum

October 26, 2023

TO: Memorandum Docket

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


SUBJECT: 2024 Instructional Yoga Services

The Department of Community & Youth Service requests Town Board authorization to retain the professional services of Patricia Marie Mitchell, 1 Cedar Lane, Glen Cove, NY 11542, as a Yoga Instructor for the Senior Citizen Services Program. These services were authorized in 2023 by Town Board Resolution No. 814-2022, dated November 15, 2022.

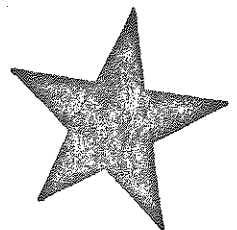
The Agreement would be effective from January 1, 2024 through December 31, 2024, at a rate of \$40.00 per hour, for a total cost not to exceed \$10,000. Funds for these services are available in account CYS A 7020 47660 000 0000, *Special Events*.

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

Therefore, it is respectfully requested that the Town Board authorize the Agreement, as negotiated and further authorize the Supervisor and/or his designee to execute said agreement.


Maureen A. Fitzgerald
Commissioner

MAF:sab
Attachments



Agreement

This Agreement made the 1st day of January, 2024, by and between the Town of Oyster Bay's Department of Community and Youth Services (hereinafter referred to as "TOWN") and Patricia Marie Mitchell, 1 Cedar Lane, Glen Cove, NY 11542 (hereinafter referred to as "CONTRACTOR") for the purpose of providing Yoga Instruction.

It is mutually agreed by and between both parties as follows:

1. CONTRACTOR agrees to provide yoga instruction to Town of Oyster Bay residents through this agreement with the Department of Community & Youth Services.
2. CONTRACTOR agrees to follow the schedule of days, times, and locations assigned by the Commissioner of the Department of Community and Youth Services, and/or her designee.
3. For the duration of the Agreement, TOWN agrees to pay CONTRACTOR the sum of \$40.00 per hour, the total cost not to exceed \$10,000.00. Once the Agreement has been executed payment shall be made at after the class has been completed and upon submission, by CONTRACTOR, of a duly certified claim form approved by TOWN and filed in the Office of the Comptroller.
4. CONTRACTOR agrees that she is, and at all times shall be deemed to be, an independent contractor, and shall not at any time or for any purpose be deemed an employee of TOWN, and that CONTRACTOR shall not in any manner whatsoever, by her actions or deed, commit TOWN to any obligation irrespective of the nature thereof.
5. CONTRACTOR shall not assign, transfer, sublet or otherwise dispose of any part of this agreement without prior written consent from the TOWN.

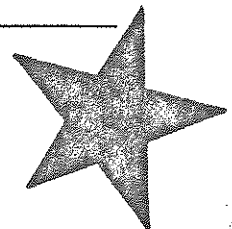
It is further agreed that this Agreement will commence on January 1, 2024 and expire on December 31 2024.

SIGNATURE OF CONTRACTOR

DEPUTY SUPERVISOR

DATE: _____

DATE: _____



Meeting of November 15, 2022

Resolution No.814-2022

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated October 27, 2022, requested Town Board authorization to retain the professional services of Patricia Marie Mitchell, 1 Cedar Lane, Glen Cove, N.Y. 11542, as a Yoga Instructor for the Senior Citizen Services Program, from January 1, 2023 through December 31, 2023, at a cost of \$40.00 per hour, in an amount not to exceed \$10,000.00, and

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

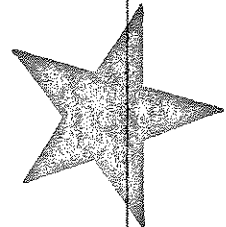
NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Department of Community and Youth Services is hereby authorized to retain Patricia Marie Mitchell, 1 Cedar Lane, Glen Cove, N.Y. 11542, as a Yoga Instructor for the Senior Citizen Services Program, from January 1, 2023 through December 31, 2023, at a cost of \$40.00 per hour, in an amount not to exceed \$10,000.00, and the Supervisor, or his designee, or the Commissioner of Community and Youth Services, is authorized to execute an agreement for same, in the form attached; and be it further

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

-#-

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

Agreement

This Agreement made the XX day of XXXX, 20XX, by and between the Town of Oyster Bay's Department of Community and Youth Services (hereinafter referred to as "TOWN") and XXXX XXXXXXXXXXXX, X XXXXXXXX XXX, XXXXXX, New York XXXXX (hereinafter referred to as "CONTRACTOR") for the purpose of providing XXXX.

It is mutually agreed by and between both parties as follows:

1. CONTRACTOR agrees to provide XXXXXXXX to Town of Oyster Bay residents through this agreement with the Department of Community & Youth Services.
2. CONTRACTOR agrees to follow the schedule of days, times, and locations assigned by the Commissioner of the Department of Community and Youth Services, and/or her designee.
3. For the duration of the Agreement, TOWN agrees to pay CONTRACTOR the sum of \$XX.00 per hour, the total hours of instruction shall not exceed XXX hours and total payment shall not exceed \$X,XXXX.00. When the Agreement has been executed and classes for a month have been completed the CONTRACTOR shall submit a claim to the Department. The claim shall consist of an invoice, detailing the services provided, and a duly certified *Town of Oyster Bay Claim Form*. The claim for payment shall be submitted to the Office of the Comptroller at the end of each month.
4. CONTRACTOR agrees that he/she is, and at all times shall be deemed to be, an independent contractor, and shall not at any time or for any purpose be deemed an employee of TOWN, and that CONTRACTOR shall not in any manner whatsoever, by her actions or deed, commit TOWN to any obligation irrespective of the nature thereof.
5. CONTRACTOR agrees to defend, indemnify and hold harmless the Town, its officers and employees, from any and all claims, suits, losses, damages, or injury to person or property of whatsoever kind or nature, whether direct or indirect, arising out of the performance of this agreement as a result of the carelessness, recklessness, negligence or improper conduct of CONTRACTOR and/or its subcontractors, agents or employees
6. CONTRACTOR shall not assign, transfer, sublet or otherwise dispose of any part of this agreement without prior written consent from the TOWN.

It is further agreed that this Agreement will commence on XXX XX, 20XX and expire on XXXXXXXX XX, 20XX.

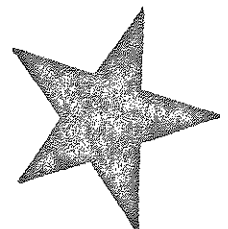
SIGNATURE OF CONTRACTOR

SIGNATURE OF COMMISSIONER

DATE: _____

DATE: _____

Reviewed By
Office of Town Attorney - *Form*

REVIEWED BY
OFFICE OF TOWN ATTORNEY
Ralph P. Healey

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated October 26, 2023, requested Town Board authorization for the Town Supervisor, or his designee, to execute an agreement, as negotiated and approved by the Office of the Town Attorney, to retain the professional services of Anne Bass, 73 Second Avenue, Massapequa Park, New York 11762, as a Bridge, Canasta and Gaming instructor during the 2024 Senior Citizens Services Program, for a one (1) year calendar term commencing on January 1, 2024 through December 31, 2024, at the rate of Forty Dollars (\$40.00) per hour of instruction provided, and for a cost not to exceed Ten Thousand Dollars (\$10,000.00) for the entire term of said Agreement; and

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

WHEREAS, Commissioner Fitzgerald, by said memorandum, further advised that in accordance with Guideline No. 5 of the Town of Oyster Bay Procurement Policy, said instructor is exempt from the solicitation, written proposal or quotation requirements of the Policy; and

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

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Town Supervisor, or his designee, is hereby authorized to execute an agreement, as negotiated and approved by the Office of the Town Attorney, to retain the professional services of Anne Bass as a Bridge, Canasta and Gaming instructor for the 2024 Senior Citizens Services Program, for a one (1) year calendar term commencing on January 1, 2024 through December 31, 2024, at the rate of Forty Dollars (\$40.00) per hour of instruction provided and for a cost not to exceed Ten Thousand Dollars (\$10,000.00) for the entire term of said Agreement; and be it further

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

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

#

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

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

TOWN OF OYSTER BAY
Inter-Departmental Memorandum

October 26, 2023

TO: Memorandum Docket

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

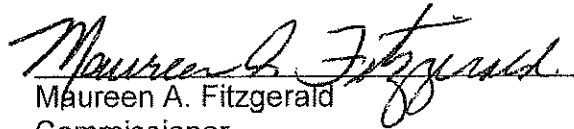
SUBJECT: Bridge, Canasta and Gaming Instructor for Senior Program

The Department of Community & Youth Services requests Town Board authorization to retain the professional services of Anne Bass, 73 Second Avenue, Massapequa Park, NY 11762, as a Bridge, Canasta and Gaming Instructor for the Senior Citizens Services Program. For 2023, the Bridge and Canasta services were authorized by Town Board Resolution No. 815-2022, dated November 15, 2022.

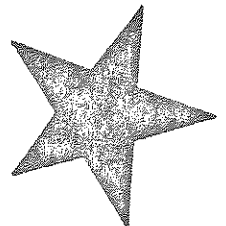
If approved, the Agreement will be effective from January 1, 2024 through December 31, 2024, at a rate of \$40.00 per hour. The total cost shall not to exceed \$10,000.00 and the funds will be available in Account # CYS A 7020 47660 000 0000, *Special Events*.

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

Therefore, it is respectfully requested that the Town Board authorize the Agreement, as negotiated and further authorize the Supervisor, and/or his designee, to execute said agreement..


Maureen A. Fitzgerald
Commissioner

MAF:sab
Attachments



Meeting of November 15, 2022

Resolution No.815-2022

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated October 27, 2022, requested Town Board authorization to retain the professional services of Anne Bass, 73 Second Avenue, Massapequa Park, New York 11762, as a Bridge/Canasta Instructor for the Senior Citizen Services Program, from January 1, 2023 through December 31, 2023, at a cost of \$80.00 per hour for Bridge Instruction and \$100.00 per hour for Canasta Instruction, in an amount not to exceed \$6,000.00, and

Reviewed By
Office of Town Attorney

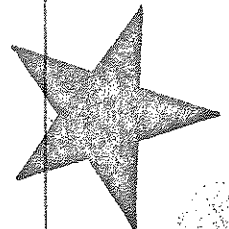
WHEREAS, Commissioner Fitzgerald, by said memorandum, advised that in accordance with Guideline 5, of the Town's Procurement Policy, this instructor is exempt from the solicitation, written proposal or quotation requirements of the policy and has been vetted through the Exiger System and the Inspector General is satisfied that the Town's Procurement Policy requirements have been fulfilled and that funds for these services will be available in Account No. CYS A 7020 47660 000 0000, *Special Events*,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Department of Community and Youth Services is hereby authorized to retain Anne Bass, 73 Second Avenue, Massapequa Park, New York 11762, as a Bridge/Canasta Instructor for the Senior Citizen Services Program, from January 1, 2023 through December 31, 2023, at a cost of \$80.00 per hour, in an amount not to exceed \$6,000.00, and the Supervisor, or his designee, or the Commissioner of Community and Youth Services, is authorized to execute an agreement for same, in the form attached; and be it further

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

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 |



CONTRACT

This Contract, made by and between the Town of Oyster Bay's Department of Community and Youth Services, located at 977 Hicksville Road, Massapequa, New York 11758 (hereinafter referred to as "TOWN") and Anne Bass, 122 Autumn Drive, Plainview, New York 11803 (hereinafter referred to as "CONTRACTOR") in consideration of mutual interests provided for hereby, the parties herein agree as follows:

It is mutually agreed by and between both parties as follows:

1. CONTRACTOR agrees to provide Bridge, Canasta and gaming instruction to Town of Oyster Bay residents through this agreement with the Department of Community & Youth Services.
2. CONTRACTOR agrees to follow the schedule of days, times, and locations assigned by the Commissioner of the Department of Community and Youth Services, and/or her designee.
3. For the duration of the Agreement, TOWN agrees to pay CONTRACTOR the sum of \$40.00 per hour, total cost not to exceed \$10,000.00. Once the Agreement has been executed payment shall be made at after the class has been completed and upon submission, by CONTRACTOR, of a duly certified claim form approved by TOWN and filed in the Office of the Comptroller.
4. CONTRACTOR agrees that she is, and at all times shall be deemed to be, an independent contractor, and shall not at any time or for any purpose be deemed an employee of TOWN, and that CONTRACTOR shall not in any manner whatsoever, by his actions or deed, commit TOWN to any obligation irrespective of the nature thereof.
5. CONTRACTOR shall not assign, transfer, sublet or otherwise dispose of any part of this agreement without prior written consent from the TOWN.

It is further agreed that this Agreement will commence on January 1, 2024 and expire on December 31, 2024.

CONTRACTOR

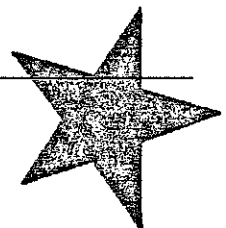
TOWN OF OYSTER BAY

CONTRACTOR

DEPUTY SUPERVISOR

DATE: _____

DATE: _____



Meeting of November 14, 2023

Resolution No.824-2023

REVIEWED BY
OFFICE OF TOWN ATTORNEY

Ralph P. Healey

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated October 26, 2023, requested Town Board authorization for the Town Supervisor, or his designee, to execute an agreement, as negotiated and approved by the Office of the Town Attorney, to retain the professional services of Jock Anderson, 7 Russell Road Garden City, New York 11530 as an art instructor for the 2024 Senior Citizens Services Program, for a one (1) year calendar term commencing on January 1, 2024 through December 31, 2024, at the rate of Forty Dollars (\$40.00) per hour of art instruction provided and for a cost not to exceed Ten Thousand Dollars (\$10,000.00) for the entire term of said Agreement; and

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

WHEREAS, Commissioner Fitzgerald, by said memorandum, further advised that in accordance with Guideline No. 5 of the Town of Oyster Bay Procurement Policy, said instructor is exempt from the solicitation, written proposal or quotation requirements of the Policy; and

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

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Town Supervisor, or his designee, is hereby authorized to execute an agreement, as negotiated and approved by the Office of the Town Attorney, to retain the professional services of Jock Anderson as an art instructor for the 2024 Senior Citizens Services Program, for a one (1) year calendar term commencing on January 1, 2024 through December 31, 2024, at the rate of Forty Dollars (\$40.00) per hour of art instruction provided and for a cost not to exceed Ten Thousand Dollars (\$10,000.00) for the entire term of said Agreement; and be it further

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

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

#

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

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

TOWN OF OYSTER BAY
Inter-Departmental Memorandum

October 26, 2023

TO: Memorandum Docket
FROM: Maureen A. Fitzgerald, Commissioner
Department of Community and Youth Services
SUBJECT: Art Instructor for Senior Program

The Department of Community & Youth Services is requesting Town Board authorization to retain the professional services of Jock Anderson, 7 Russell Road, Garden City, NY 11530, to provide Art Instructor for the Senior Citizens Services Program. In 2023, Art Instruction services were authorized by Town Board Resolution No. 816-2022, dated November 15, 2022.

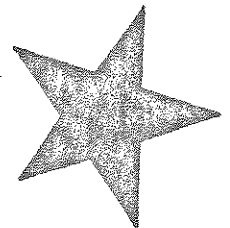
The Agreement would be effective from January 1, 2024 through December 31, 2024, at a rate of \$40.00 per hour for a total cost not to exceed \$10,000.00. Funds for the art instruction classes are available in Account # CYS A 7020 47660 000 0000, *Special Events*.

In accordance with Guideline 5, of the Town's Procurement Policy, this Instructor is exempt from the solicitation, written proposal or quotation requirements of the policy. The proposed vendor's *Disclosure Questionnaire* has been reviewed and satisfied the Town's Procurement Policy.

Therefore, it is respectfully requested that the Town Board authorize the Agreement, as negotiated and further authorize the Supervisor and/or his designee to execute said agreement.


Maureen A. Fitzgerald
Commissioner

MAF:sab
Attachments



Meeting of November 15, 2022

Resolution No.816-2022

WHEREAS, pursuant to Resolution No. 45-2022, adopted on February 8, 2022, the Town Board ratified an agreement between the Town and Jock Anderson, 7 Russell Road, Garden City, N.Y. 11530, for professional services as an Art Instructor for the Senior Citizens Service Program from September 13, 2021 through December 31, 2021, at a rate of \$80.00 per session, in an amount not to exceed \$3,360.00; and

WHEREAS, Maureen Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated October 27, 2022, requested Town Board authorization to enter into an Agreement with Jock Anderson, for professional services as an Art Instructor for the Senior Citizens Service Program, from January 1, 2023 through December 31, 2023, at a rate of \$80.00 per session, in an amount not to exceed \$10,000.00, and that funds for these services will be available in Account No. CYS A 7020 47660 000 0000, *Special Events*; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further requested Town Board authorization for the Supervisor, and/or his designee or the Commissioner of Community and Youth Services to execute said agreement; and

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

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

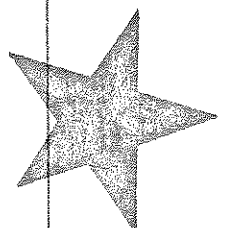
NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved and the Department of Community and Youth Services is authorized to retain the professional services of Jock Anderson, 7 Russell Road, Garden City, N.Y. 11530, as an Art Instructor for the Senior Citizens Service Program for the period from January 1, 2021 through December 31, 2023 at a cost of \$80.00 per session, in an amount not to exceed \$10,000.00; and be it further

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

-#-

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

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



Agreement

This Agreement made the 1st day of January, 2024, by and between the Town of Oyster Bay's Department of Community and Youth Services (hereinafter referred to as "TOWN") and Jock Anderson, 7 Russell Road, Garden City, New York 11530 (hereinafter referred to as "CONTRACTOR") for the purpose of providing Art Instruction Classes.

It is mutually agreed by and between both parties as follows:

1. CONTRACTOR agrees to provide art instruction to Town of Oyster Bay residents through this agreement with the Department of Community & Youth Services.
2. CONTRACTOR agrees to follow the schedule of days, times, and locations assigned by the Commissioner of the Department of Community and Youth Services, and/or her designee.
3. For the duration of the Agreement, TOWN agrees to pay CONTRACTOR the sum of \$40.00 per hour, total cost not to exceed \$10,000.00. Once the Agreement has been executed payment shall be made at after the class has been completed and upon submission, by CONTRACTOR, of a duly certified claim form approved by TOWN and filed in the Office of the Comptroller.
4. CONTRACTOR agrees that she is, and at all times shall be deemed to be, an independent contractor, and shall not at any time or for any purpose be deemed an employee of TOWN, and that CONTRACTOR shall not in any manner whatsoever, by his actions or deed, commit TOWN to any obligation irrespective of the nature thereof.
5. CONTRACTOR shall not assign, transfer, sublet or otherwise dispose of any part of this agreement without prior written consent from the TOWN.

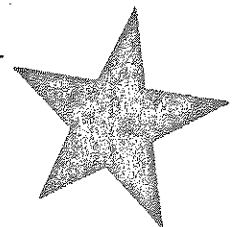
It is further agreed that this Agreement will commence on January 1, 2024 and expire on December 31, 2024.

SIGNATURE OF CONTRACTOR

DEPUTY SUPERVISOR

DATE: _____

DATE: _____



Meeting of November 14, 2023

Resolution No.825-2023

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated October 26, 2023, requested Town Board authorization for the Department to provide free manicure services for the Town of Oyster Bay's Senior Division Program participants from Nassau BOCES, with said services to be provided at various Town Community Centers from January 2, 2024 through December 30, 2024; and

WHEREAS, the Vendor's Disclosure Questionnaire has been reviewed and satisfied the Town's Procurement Policy; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, advised that there will be no costs incurred by the Town for these services,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and that the Town Board authorizes the Department of Community and Youth Services to provide free manicure services for the Town of Oyster Bay's Senior Division Program participants from Nassau BOCES, with said services to be provided at various Town Community Centers from January 2, 2024 through December 30, 2024, at no cost to the Town.

-#-

REVIEWED BY
OFFICE OF TOWN ATTORNEY
Elizabeth A. Taughman

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

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

TOWN OF OYSTER BAY
Inter-Departmental Memorandum

October 26, 2023

TO: Memorandum Docket

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

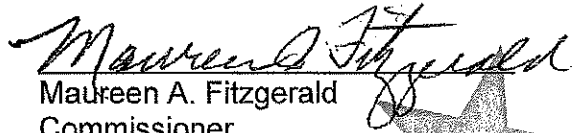
SUBJECT: BOCES – Free Manicures for Seniors


The Department of Community and Youth Services once again requests Town Board authorization to permit Nassau BOCES to provide free manicure services for the Town of Oyster Bay's Senior Division Program participants. The service will be provided at various Community Centers on assorted dates from January 2, 2024 to December 30, 2024.

In 2023, these services were authorized by Town Board Resolution # 808-2022, dated November 15, 2022. A certificate of insurance naming the Town of Oyster Bay as additional insured has been approved "as to form" and is attached. There will be no costs incurred by the Town for these services.

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

Therefore, it is respectfully requested that the Town Board authorize the Department of Community & Youth Services to authorize the free manicure services from Nassau BOCES for the Town of Oyster Bay's Senior Division Program participants.


Maureen A. Fitzgerald
Commissioner



MAF:sab
Attachments



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/20/2023

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 NEW YORK SCHOOLS INSURANCE RECIPROCAL 333 Earle Ovington Blvd. Unlondale NY, 11553 | CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: New York Schools Insurance Reciprocal INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | NAIC # 34843 |
|---|---|------------------------|

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 | ADDITIONAL INSURED (Y/N) | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--------------------------|---------------|-------------------------|-------------------------|---|
| A | COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECTIONS <input type="checkbox"/> LOG <input checked="" type="checkbox"/> 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 | X | SSP BNA 001 | 07/01/2023 | 07/01/2024 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE UNLIMITED PRODUCTS - COMP/OP AGG \$1,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | X Y/N N/A | ECL BNA 001 | 07/01/2023 | 07/01/2024 | EACH OCCURRENCE \$25,000,000 AGGREGATE \$50,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is an Additional Insured as per the terms stated on Additional Insured Endorsement CG 20 26 04 13 - use of premises/facilities for the WIA Program during the policy period.

Reviewed By
Office of Town Attorney
Ralph P. Healey

CERTIFICATE HOLDER

Town of Oyster Bay
977 Hicksville Road
Massapequa, NY 11758

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

Thy...

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 20 26E 04 13

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 977 Hicksville Road, Massapequa, NY 11758

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations:
or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

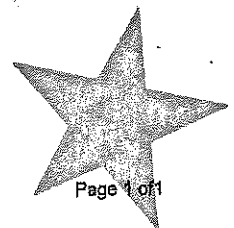
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Reviewed By
Office of Town Attorney

Ralph P. Dealey



Meeting of November 15, 2022

Resolution No.808-2022

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated October 20, 2022, requested Town Board authorization for the Department to provide free manicure services for the Town of Oyster Bay's Senior Division Program participants from Nassau BOCES, with said services to be provided at various Town Community Centers from January 4, 2023 through June 30, 2023; and

WHEREAS, the Office of the Inspector General has reviewed the Vendor's Disclosure Questionnaire and has been satisfied that the Town's Procurement Policy requirements have been fulfilled; and

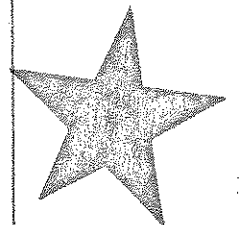
WHEREAS, Commissioner Fitzgerald, by said memorandum, advised that there will be no costs incurred by the Town for these services,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and that the Town Board authorizes the Department of Community and Youth Services to provide free manicure services for the Town of Oyster Bay's Senior Division Program participants from Nassau BOCES, with said services to be provided at various Town Community Centers from January 4, 2023 through June 30, 2023, at no cost to the Town.

Reviewed By
Office of Town Attorney
[Signature]

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

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



Meeting of November 14, 2023

Resolution No.826-2023

WHEREAS, Sophia Olivia by letter dated October 26, 2023, has requested to donate a memorial plaque to be placed on an existing bench at Gorhman's Lane and Lincoln Road South (P6), Plainview, in memory of Angelo Asimakopoulos; and

WHEREAS, the value of the plaque and 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 October 27, 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 Sophia Olivia for a memorial plaque to be placed on an existing bench at Gorhman's Lane and Lincoln Road South (P6), Plainview, in memory of Angelo Asimakopoulos

-#-

REVIEWED BY
OFFICE OF TOWN ATTORNEY
Elizabeth A. Taughman

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

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

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

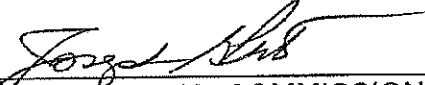
TO: Memorandum Docket
FROM: Joseph G. Pinto, Commissioner of Parks
SUBJECT: Memorial Plaque and Existing Bench
DATE: October 27, 2023

The Department of Parks has received a request from Sophia Oliva (letter attached) requesting a memorial plaque on an existing bench at P6 Gorkmans Lane and Lincoln Road South in memory of Angelo Asimakopoulos.

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

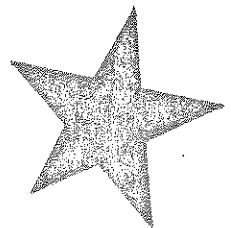
In accordance with Town Board Resolution 760-2022, adopted October 25, 2022, the Department of Parks respectfully requests Town Board Approval to accept a donation of \$850.00 from Sophia Oliva.

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

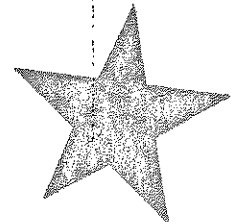
8" x 6" plaque placed under an existing tree is \$550.00

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 Hand | Aye |
| Councilman Labriola | Aye |
| Councilwoman Maier | Aye |
| Councilwoman Walsh | Aye |



Diann Codispodo

From: Sophia Kalemkeridis [REDACTED]
Sent: Thursday, October 26, 2023 5:26 PM
To: Diann Codispodo
Subject: Memorial

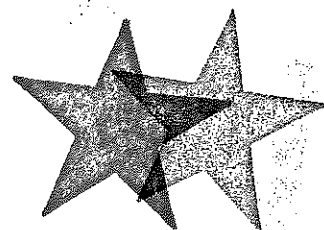
CAUTION: This email originated from outside of our organization! Do not click links, open attachments or reply, unless you recognize the sender's email address and know the content is safe!

Hi! This is Sophia, we spoke today and this is the request letter.

My name- Sophia Oliva
Park- p-6 (keswick is cross street in plainview)
Donate- 8x6 plaque on an existing bench
Honoree- Angelo Asimakopoulos

Plaque-
In memory of
Angelo Asimakopoulos
11/2/2022 - 11/6/2022
We love you forever our sunshine

Sent from my iPhone



Meeting of November 14, 2023

Resolution No.827-2023

WHEREAS, Frank Sammartano by letter dated October 24, 2023, requested to donate an 8" x 4" memorial plaque to be placed on a new bench at Robbins Lane Park (S13), Syosset, in memory of Martha Sammartano; and

WHEREAS, the value of the 8" x 4" plaque to be placed 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 October 24, 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 Frank Sammartano to donate an 8" x 4" memorial plaque to be placed on a new bench at Robbins Lane Park (S13), Syosset, in memory of Martha Sammartano.

-#-

Reviewed By
Office of Town Attorney
[Signature]

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

| | |
|----------------------|-----|
| Supervisor Saladino | Aye |
| Councilwoman Johnson | Aye |
| Councilman Imbroto | Aye |
| Councilman Hand | 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: October 24, 2023

The Department of Parks has received a request from Frank Sammartano (letter attached) requesting a memorial plaque on a new bench at Robbins Lane (S13) Syosset, in memory of his wife, Martha Sammartano.

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

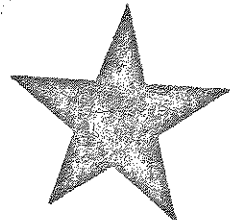
In accordance with Town Board Resolution 760-2022, adopted October 25, 2022, the Department of Parks respectfully requests Town Board Approval to accept a donation of \$1,325.00 from Frank Sammartano.

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: Frank Sammartano
Sent: Tuesday, October 24, 2023 1:30 PM
To: Diann Codispodo
Subject: Memorial Plaque and Bench

Good afternoon Diann;

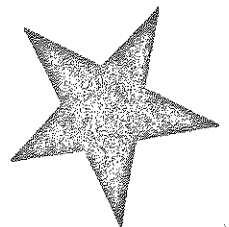
This is Frank Sammartano, I'm writing to you to see about purchasing a 8x6 plaque and new bench
In memory of my late wife Martha Sammartano who passed this past May.
I'd like to have it at the Towns Robbins Lane park, as Martha was a constant figure at that park
When Jericho High School would have various games, be it as a official scorer or a supervisor for the
Parents and children there.
Martha would also be the person who would set up the field for the home soccer games.

Martha was a dedicated teacher for over 42 years and a real sports enthusiast.

Thanking you in advance

Frank

Frank V. Sammartano
Commissioner
Town of Oyster Bay
Department of Intergovernmental Affairs
516-797-4197



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

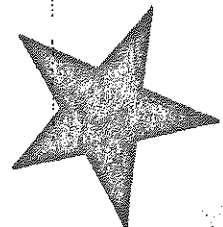
8" x 6" plaque placed under an existing tree is \$550.00

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 November 14, 2023

Resolution No.828-2023

WHEREAS, Stephanie Ventura by letter dated October 23, 2023, requested to donate a memorial plaque under an existing tree at Marjorie R. Post Community Park, Massapequa, in memory of Reinhard F. Welker; and

WHEREAS, the value of the memorial plaque is estimated to be \$450.00, 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 October 24, 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 \$450.00 from Stephanie Ventura for a memorial plaque to be placed under an existing tree at Marjorie R. Post Community Park, Massapequa, in memory of Reinhard F. Welker.

-#-

Ref
REVIEWED BY
OFFICE OF TOWN ATTORNEY
Elizabeth A. Taughman

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

| | |
|----------------------|-----|
| Supervisor Saladino | Aye |
| Councilwoman Johnson | 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: October 24, 2023

The Department of Parks has received a request from Stephanie Ventura (letter attached) requesting a memorial plaque under an existing tree at Marjorie R. Post Park in memory of Reinhard F. Welker.

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

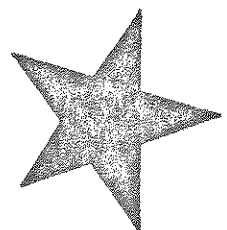
In accordance with Town Board Resolution 760-2022, adopted October 25, 2022, the Department of Parks respectfully requests Town Board Approval to accept a donation of \$450.00 from Stephanie Ventura.

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: Stephanie Ventura [REDACTED]
Sent: Monday, October 23, 2023 3:32 PM
To: Diann Codispodo
Subject: Re: memorial Plaques

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,

Thanks for calling me today. Here's all the info you need for the memorial plaque:

1. Ordered by me (Stephanie Ventura)
2. Smaller, 8x4 plaque for existing tree at Marjorie Post Park (\$450)
3. Name of honoree is Reinhard F. Welker

Please let me know if you need any other information. We'll start working on the wording in the meantime.

Thank you so much!

Best,
Stephanie

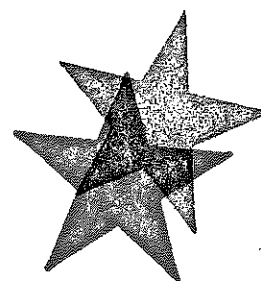
On Wed, Sep 13, 2023 at 2:38 PM Diann Codispodo <dcodispodo@oysterbay-ny.gov> wrote:

Hi Stephanie attached are the prices and the guidelines for the memorials. I passed along your name and number to Sean so after you meet with him call me and we will discuss next steps.

Have a great weekend,

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.



Reviewed By
Office of Town Attorney

Domenica 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

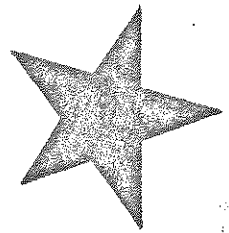
8" x 6" plaque placed under an existing tree is \$550.00

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: Amy Flannery [REDACTED]
Sent: Wednesday, October 25, 2023 3:58 PM
To: Diann Codispodo
Subject: Tree plaque for Reinhard (Ron) Welker

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!

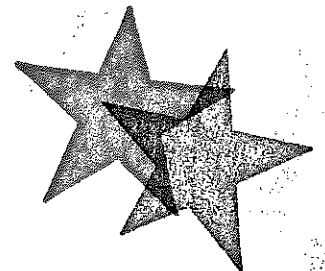
Hi Diane,

This is Amy Flannery. I am giving you permission to talk to my friend Stephanie Ventura in regards to the memory for my fathers remembrance.

Thank you again for this..

Let me know if need anything else from me.

Best,
Amy Flannery
[REDACTED]



Meeting of November 14, 2023

Resolution No.829-2023

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated October 26, 2023, requested Town Board authorization to issue a refund in the amount of \$285.00 to Joy-Ann Secchio, 51 Springtime Lane, Levittown, for fees paid for her husband to attend the 2023 Fall and 2024 Winter Ice Hockey Adult Learn to Play clinics; and

WHEREAS, Commissioner Pinto, by said memorandum, advised that Mrs. Secchio is entitled to a refund of \$300.00, minus a 5% administration fee,

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 \$285.00 to Joy-Ann Secchio; 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

Elizabeth A. Fagan

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: 10/26/2023

SUBJECT: Joy-Ann Secchio- 2023 Fall / 2024 Winter Ice Hockey Adult Learn To Play Refund

The Department of Parks respectfully requests Town Board approval for a refund in the amount of \$285.00 (two hundred eighty five dollars 00/100 cents) to Town of Oyster Bay resident Joy-Ann Secchio, 51 Springtime Lane, Levittown, NY 11756. Mrs. Secchio's husband Brian will not be attending the 2023 Fall and 2024 Winter Ice Hockey Adult Learn To Play clinics due to an injury.

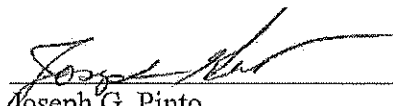
Based on the 2023 Town of Oyster Bay refund policy, Joy-Ann Secchio is eligible to receive the refund minus a 5% administration fee as follows:

| | |
|--|-----------------|
| <u>2023 Fall and 2024 Winter Ice Hockey Adult Learn To Play-</u> | <u>\$300.00</u> |
| <u>5% Administration Fee</u> | <u>\$15.00</u> |

TOTAL REFUND \$285.00 (two hundred eighty five dollars 00/100 cents)

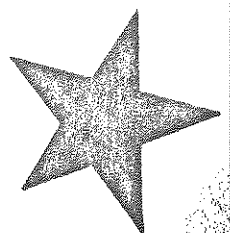
The Office of the Comptroller has reviewed all pertinent information relating to this request and recommends that the Town Board approve this refund. Therefore, Town Board approval of the aforementioned refund is requested.

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



Joseph G. Pinto
COMMISSIONER

JGP/nh



Meeting of November 14, 2023

Resolution No.830-2023

WR
REVIEWED BY
OFFICE OF TOWN ATTORNEY

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated October 26, 2023, requested Town Board authorization to issue a refund in the amount of \$400.00 to Jacqueline Chung, 301 Maryland Avenue, Massapequa Park, NY 11762, for fees paid for son to attend the Fall 2023 Ice Hockey House League 14/16U, Mrs. Chung's son did not attend the Fall 2023 Ice House League ; and

WHEREAS, Commissioner Pinto, by said memorandum, advised that Mrs. Chung is entitled to a full refund of \$400.00, as the 5 percent administrative fee has been 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 \$400.00 to Jacqueline Chung; 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.

-#-

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: 10/26/2023

SUBJECT: Jacqueline Chung- 2023 Fall Ice Hockey House League 14/16U Refund

The Department of Parks respectfully requests Town Board approval for a refund in the amount of \$400.00 (four hundred dollars and 00/100 cents) to Town of Oyster Bay resident Jacqueline Chung, 301 Maryland Ave, Massapequa Park, NY 11762. Mrs. Chung's son did not attend the Fall 2023 Ice Hockey House League 14/16U.

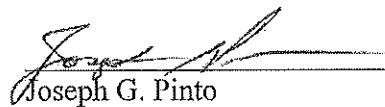
Based on the 2023 Town of Oyster Bay refund policy, Jacqueline Chung is eligible to receive the refund as follows:

2023 Fall Ice Hockey House League 14/16U Refund \$400.00
Due to circumstances supporting this refund, the Administrative Fee will be waived.

TOTAL REFUND \$400.00 (four hundred dollars and 00/100 cents)

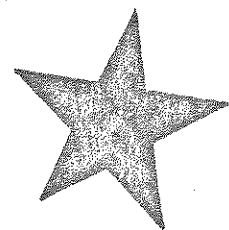
The Office of the Comptroller has reviewed all pertinent information relating to this request and recommends that the Town Board approve this refund. Therefore, Town Board approval of the aforementioned refund is requested.

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



Joseph G. Pinto
COMMISSIONER

JGP/nh



Meeting of November 14, 2023

Resolution No. 831-2023

WHEREAS, by Resolution adopted on September 3, 1957, the Town Board granted a Special Use Permit to HARRY A. WATSON, then fee owner, for permission to store construction materials and supplies on premises located at 50 Underhill Boulevard, Syosset, Town of Oyster Bay, New York, ("Premises"), known and designated as Section 15, Block 13, Lots 101-103 and 118, on the Land and Tax Map of Nassau County; and

WHEREAS, as a condition to the granting of the Special Use Permit, a restrictive covenant was placed on the Premises, stating that there was to be no vehicular access to or from the Premises to or from Roosevelt Avenue; and

WHEREAS, Scott L. Byrne, Deputy Commissioner, Department of Planning and Development, by memorandum dated October 27, 2023, advised that on December 13, 2022, the Department of Planning and Development issued Certificate of Occupancy No. A520164, affecting the Premises, for an 11,189 square foot elevated parking deck, which is only accessible from Roosevelt Avenue; and

WHEREAS, Keith P. Brown, Esq., of Brown, Altman & DiLeo, LLP, attorneys for Buddhist Tzu Chi Foundation, fee owner, by letter dated October 25, 2023, requested that the restrictive covenant prohibiting vehicular access to and from the Premises to Roosevelt Avenue be rescinded; and

WHEREAS, Deputy Commissioner Byrne by the aforementioned memorandum, recommended that the restrictive covenant prohibiting vehicular access to and from the Premises to Roosevelt Avenue be rescinded,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted and the restrictive covenant prohibiting vehicular access to and from the premises located at 50 Underhill Boulevard, Syosset, known and designated as Section 15, Block 13, Lots 101-103 and 118 on the Land and Tax Map of Nassau County, and executed in accordance with Resolution adopted on September 3, 1957, is hereby rescinded.

-#-

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

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

Reviewed By
Office of Town Attorney
[Signature]

Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: SCOTT L. BYRNE, DEPUTY COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT

DATE: OCTOBER 27, 2023

SUBJECT: REQUEST TO RESCIND RESTRICTIVE COVENANTS
TOWN BOARD RESOLUTION SEPTEMBER 3, 1957
SECTION 15, BLOCK 13, LOT 101-103 & 118
50 UNDERHILL BLVD. SYOSSET, N.Y 11791

This Department is in receipt of correspondence from Keith P. Brown, Esq. (hereinafter referred to as "applicant"), Brown Altman & DiLeo, LLP, dated October 25, 2023, requesting the modification of the previously issued Special Use Permit for the above mentioned property.

On September 3, 1957, the Town Board approved a Town Board Resolution which granted a special permission to store construction materials and supplies on the subject property.

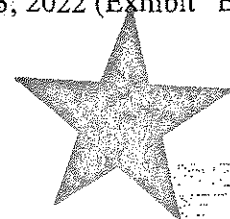
Restriction Number 2 of the aforementioned Town Board Resolution states that "no vehicular access to or from the subject premises shall be permitted to or from Roosevelt Avenue."

Certificate of Occupancy Number A520164 was issued on December 13, 2022 for an 11,189 square foot elevated parking deck, which is only accessible from Roosevelt Avenue.

The applicant is requesting that the Town adopt and pass a resolution amending and modifying the aforementioned Special Use Permit to rescind Restriction Number 2 and allow vehicular access to and from the subject premises from Roosevelt Avenue so that the existing parking deck, which was issued a Certificate of Occupancy, can be utilized.

Submitted for your review are the following documents:

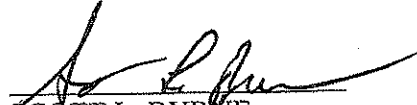
1. Letter from Keith P. Brown, Esq., Brown Altman & DiLeo, LLP, dated October 25, 2023.
2. Town Board Resolution adopted on September 3, 1957 (Exhibit "A").
3. Certificate of Occupancy Number A520164 dated December 13, 2022 (Exhibit "B").



Memorandum Docket
50 Underhill Blvd, Syosset, 11791

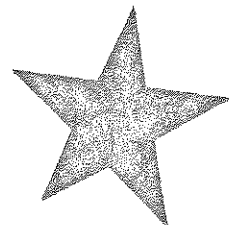
October 27, 2023
Page 2

Based on the information provided herein, it is the recommendation of this Department that the aforementioned Resolution be modified as requested and this matter be referred to the Town Board for their appropriate action.


SCOTT L. BYRNE
DEPUTY COMMISSIONER

SLB/gl
Encls.

cc: Legislative Affairs (7 copies w/ attachments)





BROWN
ALTMAN &
DILEO, LLP

532 BROADHOLLOW ROAD SUITE 301
MELVILLE, NEW YORK 11747

TEL 516-222-0222 FAX 516-222-0322
KBDA@BROWNALTMAN.COM WWW.BROWNALTMAN.COM

October 25, 2023

VIA FEDERAL EXPRESS

Supervisor Joseph S. Saladino
c/o Town Clerk Richard LaMarca
Town of Oyster Bay
54 Audrey Avenue
Oyster Bay, New York 11771

Re: Request to rescind the Restrictive Covenant on the property located at 50 Underhill
Boulevard, Syosset, New York 11791; NCTM No.: Sec. 15, Blk. 13, Lot(s) 101-
103 & 118 (the "Property")
Our File No.: 100-652-001

Dear Supervisor Saladino:

We respectfully request that the Town Board rescind the Restrictive Covenant made as part of the September 3, 1957 Town Board approval, which states that "no vehicular access to or from the subject premises shall be permitted to or from Roosevelt Avenue. See copy of the September 3, 1957 Town Board Resolution with Restrictive Covenants as **Exhibit "A"**.

The Property is currently improved with a two (2) story building with an elevated parking deck. The parking deck, which is only accessible from Roosevelt Avenue, has been on the Property since *circa* 1984. It is unclear why the Restrictive Covenant was not rescinded previously to allow for the use of the parking deck, but the Town has issued Certificates of Occupancy for the parking deck as recently as December 13, 2022 (See **Exhibit "B"**). Given the Town's continued approval of the parking deck on the Property, we respectfully request that the Restrictive Covenant be rescinded, so the parking decks only entrance and exit, located on Roosevelt Avenue, may be used and made compliant with the CO.

If all is in order, we ask that the Application be placed on the next available Town Board public hearing agenda for resolution. Please contact the undersigned should you have any questions concerning this submission. Thank you.

Very truly yours,

BROWN ALTMAN & DILEO, LLP

By: 

Keith P. Brown, Esq.

Encls.

cc: Timothy R. Zike, Town of Oyster Bay Deputy Commissioner
Scott Byrne, Town of Oyster Bay Deputy Commissioner

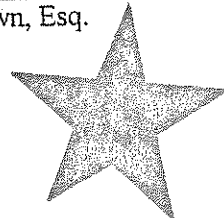
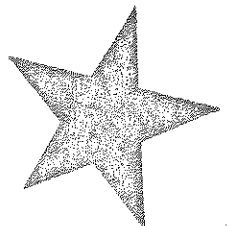


EXHIBIT "A"



Meeting of
September 3, 1957

RESOLVED, that the application of HARRY A. WATSON for a special permit use be granted pursuant to the provisions of the Building Code Ordinance of the Town of Oyster Bay, as amended and revised, for permission to store construction materials and supplies on the premises described as follows:

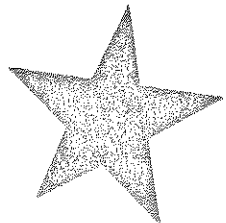
ALL that certain plot, piece, or parcel of land, situate in Oyster Bay, Town of Oyster Bay, County of Nassau, State of New York, which is bounded and described as follows:

BEGINNING at a point on the southerly side of Roosevelt Avenue, which point is 48.80 feet west of the intersection of the westerly side of Queens Street and the southerly side of Roosevelt Avenue; thence south 9 degrees 11 minutes 30 seconds east 102.40 feet; running thence north 89 degrees 28 minutes 30 seconds west 48.80 feet; running thence south 9 degrees 11 minutes 30 seconds east 71.40 feet; running thence north 89 degrees 28 minutes 30 seconds west 129 feet; running thence north 0 degrees 11 minutes 30 seconds west 173.80 feet to a point on the southerly side of Roosevelt Avenue; running thence south along the southerly side of Roosevelt Avenue south 89 degrees 28 minutes 30 seconds east 177.80 feet to the point or place of BEGINNING.

Premises being known and designated as and by Lots 100, 101, 102 and 103 block 13 section 19 as shown on Nassau County Land and Tax Map.

The vote upon the foregoing resolution being as follows:

| | |
|--------------------|-----|
| Supervisor Waters | Aye |
| Councilman Norman | Aye |
| Councilman McInnes | Aye |
| Councilman Zipper | Aye |
| Councilman Post | Aye |

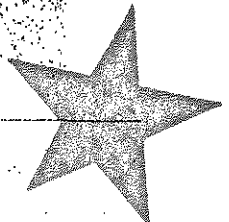


W H E R E A S, the undersigned, HARRY A. WATSON, owner of the property hereinafter described, has recently made an application to the Town Board of the Town of Oyster Bay requesting that the Building Zone Ordinance of the Town of Oyster Bay, as amended and revised, and the boundaries of the use districts therein established be amended and changed by including in Business "C" District the premises situate at Syosset, New York, now in Residence "B" District, and for a special permit use pursuant to Article IX, Section 25 (g) permitting the storage of construction materials and supplies on said premises, said premises being more specifically described below, and

W H E R E A S, the undersigned, owner of the said premises, desires to assure the maintenance and the value of the said premises and of all other property in the vicinity of the said premises and to assure that the said premises shall be devoted to uses which shall encourage the most appropriate use of the said premises and of the property in the vicinity thereof,

NOW THEREFORE, I, HARRY A. WATSON, residing at 10 Maple Street, Syosset, Nassau County, New York, do hereby of my own free will and volition impose the restrictions set forth herein after upon all that certain piece or parcel of land situate, lying and being at Syosset, in the Town of Oyster Bay, County of Nassau, State of New York, designated on the Land and Tax Map of the County of Nassau as Section 13, Block 13, Lots 100, 101, 102 and 103, and as such being more particularly bounded and described as follows:

BEGINNING at a point on the southerly side of Roosevelt Avenue, which point is 48.80 feet west of the intersection of the westerly side of Queens Street and the southerly side of Roosevelt Avenue; running thence south 0 degrees 11 minutes 30 seconds east 102.40 feet; running thence north 89 degrees 28 minutes 30 seconds west 48.80 feet; running thence south 0 degrees 11 minutes 30 seconds east 71.40 feet; running thence north 89 degrees 28 minutes 30 seconds west 129 feet; running thence north 0 degrees 11 minutes 30 seconds west 173.80 feet to a point on the southerly side of Roosevelt Avenue; running thence south along the southerly side of Roosevelt Avenue south 89 degrees 28 minutes 30 seconds east 177.80 feet to the point or place of BEGINNING, or so much of said piece or parcel of land aforementioned which is now in Residence "B" District.



THE FOLLOWING RESTRICTIONS shall apply to the said property henceforth:

1. At such time as the subject premises are developed or put to use for a purpose permitted by the Zoning Ordinance a close-woven wood fence shall be erected along the westerly and northerly boundaries of the subject premises, with the finished face of said fence facing the premises abutting on the west and on the north respectively.

2. No vehicular access to or from the subject premises shall be permitted to or from Roosevelt Avenue.

Dated: Syosset, New York
August 8, 1957

Harry A. Watson
Harry A. Watson

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

On the 8th day of August, 1957, before me personally came HARRY A. WATSON, to me known and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

Abby Katzman

ABBY KATZMAN
Notary Public, State of New York
No. 34119150
Qualified in Nassau County
Cert. Filed with Clk. of County, New York
County Clerk's and Registrar
Trans Comm. March 30, 1958

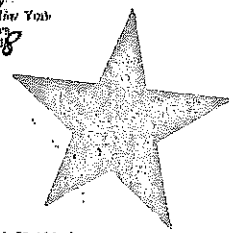
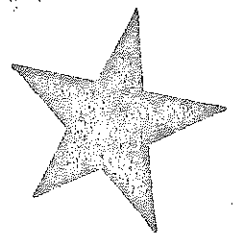


EXHIBIT "B"



WHEREAS, Resolution No. 757-2021, adopted on December 7, 2021, authorized the retention of Berkman Henoeh Peterson Peddy & Fenchel, P.C., Kendric Law Group, P.C., and Bee Ready Fishbein Hatter & Donovan, LLP, to provide legal services to the Zoning Board of Appeals in connection with zoning and land use litigation, for the period from January 1, 2022 through December 31, 2022, with two (2) one (1) year renewal options; and

WHEREAS, Resolution No. 802-2022, adopted on November 15, 2022, authorized the Town to exercise the first one (1) year extension option with the law firms of Berkman Henoeh Peterson Peddy & Fenchel, P.C., Kendric Law Group, P.C., and Bee Ready Fishbein Hatter & Donovan, LLP, to provide legal services to the Zoning Board of Appeals in connection with zoning and land use litigation, for the period from January 1, 2023 through December 31, 2023, for a total amount not to exceed \$30,000.00; and

WHEREAS, Timothy P. Zike, Deputy Commissioner, Department of Planning and Development, by memorandum dated October 24, 2023, requested that the Town exercise the second one (1) year renewal option with Berkman Henoeh Peterson Peddy & Fenchel, P.C., Kendric Law Group, P.C. and Bee Ready Fishbein Hatter & Donovan, LLP, for the period from January 1, 2024 through December 31, 2024, to provide legal services to the Zoning Board of Appeals in connection with zoning and land use matters, for a total amount not to exceed \$60,000.00,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the second one (1) year renewal option is hereby exercised from January 1, 2024 through December 31, 2024, with Berkman Henoeh Peterson Peddy & Fenchel, P.C., Kendric Law Group, P.C. and Bee Ready Fishbein Hatter & Donovan, LLP, for a total maximum authorization of \$60,000.00; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of duly certified claims, after audit, with the funds for said payment to be drawn from Account No. PAD B 8010 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

October 24, 2023

TO: MEMORANDUM DOCKET

FROM: TIMOTHY R. ZIKE, DEPUTY COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT

SUBJECT: EXTENSION OF CONTRACT
OUTSIDE LEGAL SERVICES FOR
ZONING BOARD OF APPEALS
CONTRACT EXTENSION
CALENDAR YEAR 2024

On December 7, 2021, the Town Board adopted Resolution No. 757-2021 authorizing the following law firms to be retained from January 1, 2022 through December 31, 2022 for a one (1) year term with the option for two (2) one year mutually agreed upon extensions in order to assist the Zoning Board of Appeals with respect to zoning and land use litigation.

On November 15, 2022, the Town Board adopted Resolution No. 802-2022 authorizing the 1st one (1) year extension option for the period of January 1, 2023 through December 31, 2023.

In view of the above it is respectfully requested that the services with the below firms be continued for the 2nd one (1) year extension for the period January 1, 2024 through December 31, 2024.

FIRM

HOURLY RATE

Berkman Henoch Peterson Peddy & Fenchel, P.C
100 Garden City Plaza
Garden City, NY 11530

Partners: \$250.00/hr.
Associates: \$225.00/hr.

Kendric Law Group, P.C.
1225 Franklin Avenue, Suite 450
Garden City, NY 11530

Partners: \$225.00/hr.
Paralegals: \$95.00/hr.

Bee Ready Fishbein Hatter & Donovan, LLP
170 Old Country Road, Suite 200
Mineola, NY 11501

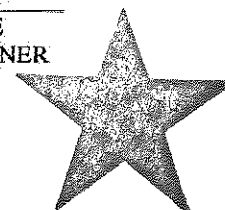
Partners: \$300.00/hr.
Law Clerk: \$150.00/hr.

The Town has reviewed the vendor's disclosure questionnaire and is satisfied that the Town of Oyster Bay Procurement Policy has been fulfilled.

Authorization for the period from January 1, 2024 through December 31, 2024 will be for a total not to exceed \$60,000.00 for the above-mentioned firms and these funds will be available in Account No. PAD B 8010 44800 000 0000.

TRZ /dm

Timothy R. Zike
TIMOTHY R. ZIKE
DEPUTY COMMISSIONER



Meeting of November 15, 2022

Resolution No.802-2022

Reviewed By
Office of Town Attorney
America Walsh

WHEREAS, Resolution No. 757-2021, adopted on December 7, 2021, authorized the retention of Berkman Henoeh Peterson Peddy & Fenchel, P.C., Kendric Law Group, P.C., and Bee Ready Fishbein Hatter & Donovan, LLP, to provide legal services to the Zoning Board of Appeals in connection with zoning and land use litigation, for the period from January 1, 2022 through December 31, 2022, with two (2) one (1) year renewal options; and

WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memorandum dated October 13, 2022, requested that the Town exercise the first one-year renewal option with Berkman Henoeh Peterson Peddy & Fenchel, P.C., Kendric Law Group, P.C. and Bee Ready Fishbein Hatter & Donovan, LLP, for the period from January 1, 2023 through December 31, 2023, to provide legal services to the Zoning Board of Appeals in connection with zoning and land use matters, for a total amount not to exceed \$30,000.00;

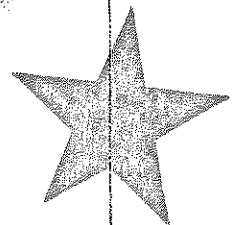
NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the first one-year renewal option is hereby exercised from January 1, 2023 through December 31, 2023, with a maximum authorization of \$10,000.00 for Berkman Henoeh Peterson Peddy & Fenchel, P.C., a maximum authorization of \$10,000.00 for the Kendric Law Group, P.C., and a maximum authorization of \$10,000.00 for Bee Raedy Fishbein Hatter & Donovan, LLP; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, the funds for said payment to be drawn from Account No. PAD B 8010 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 Iland | Aye |
| Councilman Labriola | Aye |
| Councilwoman Maier | Aye |
| Councilwoman Walsh | Aye |



Meeting of November 14, 2023

Resolution No. 833-2023

WHEREAS, by Resolution No. 731-2021, adopted December 7, 2021, the Town Board authorized the Supervisor, or his designee, to enter into an agreement with Argus Computer Consulting, Inc. ("Argus"), to provide On-Call Technology Consulting Services, for a one (1) year term, commencing on January 1, 2022 through December 31, 2022, with the option of two (2) one (1) year extensions; and

WHEREAS, by Resolution No. 913-2022, adopted on December 13, 2022, the Town Board authorized the Supervisor, or his designee, to exercise the first one (1) year option, to extend the Contract with Argus for the period commencing January 1, 2023 through December 31, 2023, in an amount not to exceed \$250,000.00; and

WHEREAS, Steven C. Ballas, Comptroller, by memorandum dated October 30, 2023, requested Town Board authorization for the Town to exercise the second of the Town's two (2) one (1) year extension options, and enter into a one (1) year extension agreement with Argus Computer Consulting, Inc., for the purposes of providing technology consulting services, for a one (1) year term, commencing on January 1, 2024 through December 31, 2024, in an amount not to exceed \$250,000.00; and

WHEREAS, the Town has reviewed the vendor's disclosure questionnaire and is satisfied that the Procurement Policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Supervisor, or his designee, on behalf of the Town, is hereby authorized to enter into the second one (1) year extension with Argus Computer Consulting, Inc., for the purpose of providing technology consulting services, for a one (1) year term, commencing on January 1, 2024 through December 31, 2024, in the amount not to exceed \$250,000.00; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, with funds to be drawn from Account Nos. CMP A 1680 46410 000 0000 and CMP H 1997 26000 000 2207 001, in an amount not to exceed \$250,000.00.

-#-

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

October 30, 2023

To: MEMORANDUM DOCKET
From: STEVEN C. BALLAS, COMPTROLLER
Subject: ON-CALL TECHNOLOGY CONSULTING SERVICES
ARGUS COMPUTER CONSULTING, INC.
EXTENSION OF SERVICES – SECOND EXTENSION

Town Board Resolution No. 731-2021 authorized this office to enter into a one-year agreement with Argus Computer Consulting, Inc. to provide On-Call Technology Consulting Services to the Town with the option of two (2) one (1) year extensions, if mutually agreeable. Argus Computer Consulting, Inc. assists with various projects including but not limited to: the upgrade and implementation of additional modules in the Microsoft AX system, finalizing migration of data from the Town's IBM AS 400 mainframe to the new Payroll and HR Management Processing Services application. Its sole proprietor, Itoe Sagai, possesses expert knowledge to assist with said services. Town Board Resolution 913-2022 authorized the first one (1) year extension for the period January 1, 2023 through and including December 31, 2023.

Attached, please find a letter from Thomas M. Sabellico, Special Counsel dated November 19, 2021 whereby he has determined that Argus Computer Consulting, Inc. is considered a sole source vendor, complying with the Town's procurement policy; and further, Guideline 6E of the procurement policy does not apply.

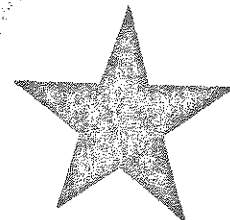
The Town has reviewed the RFP/contract and disclosure questionnaire and is satisfied that the Procurement Policy has been fulfilled.

Therefore, the Office of the Comptroller requests Town Board authorization for the Supervisor, or his designee to enter into the second one (1) one-year extension with Argus Computer Consulting, Inc. for a period commencing January 1, 2024 through and including December 31, 2024. Funds are available in accounts CMP A 1680 46410 000 0000, CMP H 1997 26000 000 2207 001 (Project ID 2207 TWN TWN 15) with an amount not to exceed \$250,000.00.


STEVEN C. BALLAS
COMPTROLLER

Attachments
SCB/rpp

cc: IT Division
Internal Audit Division (RFP File)
Reading File



CORRECTED COPY

Resolution No. 913-2022

Meeting of December 13, 2022

Reviewed By
Office of Town Attorney
Elizabeth O. Jaeger

WHEREAS, Town Board Resolution No. 731-2021, adopted December 7, 2021, authorized the Supervisor, or his designee, to execute an agreement with Argus Computer Consulting, Inc., to provide On-Call Technology Consulting Services, to assist with the upgrade and implementation of additional modules in the Town's Microsoft AX system, to install and migrate data from the Town's existing legacy system to new processing applications, and to further support various projects requiring updated applications, for the period commencing January 1, 2022 though and including December 31, 2022, with two (2) one (1) year extension options, in an amount not to exceed \$219,000.00 annually; and

WHEREAS, Steven C. Ballas, Comptroller, by memorandum dated November 28, 2022, requested Town Board authorization for the Town to exercise its first of two one-year extension options, and enter into a one-year extension agreement with Argus Computer Consulting, Inc. ("Argus"), to provide On-Call Technology Consulting Services to the Town, for the period commencing January 1, 2023 though and including December 31, 2023, in an amount not to exceed \$250,000.00, to assist with the upgrade and implementation of additional modules in the Town's Microsoft AX system, to install and migrate data from the Town's existing legacy system, IBM AS 400 mainframe, to a new Payroll and HR Management Processing Services application and further support the Town with various projects that require bridging the Town's legacy systems with updated applications; and

WHEREAS, Comptroller Ballas, by said memorandum, reported that Argus' sole proprietor, Itoe Sagai, possesses expert knowledge to assist with the aforesaid services; and

WHEREAS, Thomas M. Sabellico, Special Counsel, by memorandum dated November 19, 2021, advised that it is the opinion of the Office of Town Attorney that Argus be considered a sole source vendor, and accordingly may be procured pursuant to Guideline 5 of the Town's Procurement Policy; and

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

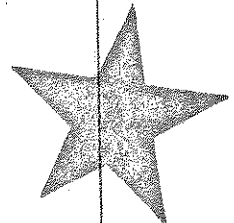
NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Town Board hereby authorizes the Supervisor, or his designee, to execute the first one-year extension agreement with Argus Computer Consulting, Inc., to provide On-Call Technology Consulting Services, for the period commencing January 1, 2023 though and including December 31, 2023, in an amount not to exceed \$250,000.00; and be it further

RESOLVED, That payment is hereby authorized and directed to be made upon submission of a duly certified claim, after audit by the Comptroller, from Accounts Nos. CMP A 1680 46410 000 0000, CMP H 1997 26000 000 2107 001 (Project ID 2107 TWNTWN-14).

##

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

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



Meeting of December 7, 2021

Resolution No. 731-2021

WHEREAS, Steven C. Ballas, Comptroller, by memorandum dated November 19, 2021, requested Town Board authorization for the Town to utilize the services of Argus Computer Consulting, Inc. ("Argus"), to provide On-Call Technology Consulting Services to the Town, for the period commencing January 1, 2022 through and including December 31, 2022, with two (2) one (1) year extension options, to assist with the upgrade and implementation of additional modules in the Town's Microsoft AX system, to install and migrate data from the Town's existing legacy system to new processing applications, and to further support various projects requiring updated applications; and

WHEREAS, Comptroller Ballas, by said memorandum, reported that Argus' sole proprietor, Itoe Sagai, possesses expert knowledge to assist with the aforesaid services; and

WHEREAS, Thomas M. Sabellico, Special Counsel, by memorandum dated November 19, 2021, advised that it is the opinion of the Office of Town Attorney that Argus be considered a sole source vendor, and accordingly may be procured pursuant to Guideline 5 of the Town's procurement policy; and

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

WHEREAS, Comptroller Ballas, by said memorandum, requested that the Supervisor, or his designee, be authorized to execute the agreement for the abovementioned consulting services with Argus, commencing January 1, 2022 through December 31, 2022, with two (2) one (1) year extension options in an amount not to exceed \$219,000.00 annually,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are accepted, and the Town Board hereby authorizes the Supervisor, or his designee, to execute an agreement with Argus Computer Consulting, Inc., to provide On-Call Technology Consulting Services, for the period commencing January 1, 2022 through and including December 31, 2022, with two (2) one (1) year extension options, in an amount not to exceed \$219,000.00 annually; and be it further

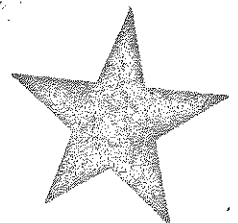
RESOLVED, That payment is hereby authorized and directed to be made upon submission of a duly certified claim, after audit by the Comptroller, from Accounts Nos. CMP A 1680 46410 000 0000 AND CMP H 1997 26000 1508 001

-#-

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
JCH



TOWN OF OYSTER BAY
Inter-Departmental Memorandum

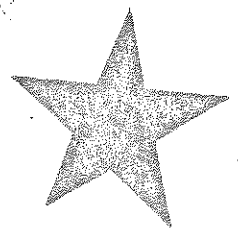
TO : Steven Ballas, Comptroller
FROM : OFFICE OF THE TOWN ATTORNEY
DATE : November 19, 2021
SUBJECT: Request for Declaration of Sole Source Vendor
Argus Computer Consulting, Inc. ("Argus")

We are in receipt of your memorandum dated November 18, 2021, requesting the opinion of this office as to sole source designation of the above referenced company.

Based upon our review of said memorandum, and the documentation submitted by Argus, dated November 17, 2021, it is our opinion that Argus, and particularly its sole proprietor, Itoe Sagai, is in possession of a unique skill set and knowledge with respect to the Town's legacy system, IBM AS400, and associated applications, to qualify Argus as a sole source provider for the Town's objective to upgrade its Microsoft AX system and implement additional AX modules, and the Office of the Comptroller may proceed to procure Argus, for said purpose, without the solicitations, written proposals or quotations normally required under the Town's procurement policy, subject to Town Board approval before any contract or agreement is entered into.

Office of the Town Attorney
Thomas M. Sabellico
Thomas M. Sabellico
Special Counsel

TMS/ab
cc: Brian Noone, Inspector General
Frank M. Scalera, Town Attorney
Christine Wiss, Deputy Comptroller
Gregory W. Carman, Jr., Deputy Supervisor



Meeting of November 14, 2023

Resolution No. 834-2023

WHEREAS, Resolution No. 767-2021, adopted December 7, 2021, authorized the Supervisor, or his designee, to enter into Contract No. PWC72-22, On-Call Technology Consulting Services, with Network Educational Technologies, LTD, dba CSDNET, Custom Computer Specialists, Inc., Liro GIS, Inc., Marcum Technology, LLC, and Cynet Systems Inc., for a one (1) year term, commencing on January 1, 2022 through December 31, 2022, with the option of two (2) one (1) year extensions; and

WHEREAS, by Resolution No. 914-2022, adopted on December 13, 2022, the Town Board authorized the Town to exercise the first one (1) year extension, for the term, commencing on January 1, 2024 through December 31, 2024; and

WHEREAS, Steven C. Ballas, Comptroller, by memorandum dated October 30, 2023, requested Town Board authorization for the Town to exercise its second one (1) year extension option and enter into a one (1) year extension agreement with Network Educational Technologies, LTD, dba CSDNET, Custom Computer Specialists, Inc., Liro GIS, Inc., Marcum Technology, LLC, and Cynet Systems Inc., for a one (1) year term, commencing on January 1, 2024 through December 31, 2024 in an amount not to exceed \$2,500,000; and

WHEREAS, the Town has reviewed the 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 Supervisor, or his designee, on behalf of the Town, is hereby authorized to enter into the second one (1) year extension, of Contract No. PWC72-22, On-Call Technology Consulting Services, with Network Educational Technologies, LTD, dba CSDNET, Custom Computer Specialists, Inc., Liro GIS, Inc., Marcum Technology, LLC, and Cynet Systems Inc., for a one (1) year term, commencing on January 1, 2024 through December 31, 2024; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, with funds to be drawn from Account Nos. CMP A 1680 46410 000 0000, CMP H 1997 26000 000 2207 001 (Project ID 2207 TWN TWN 15) and ROT H 1997 26000 000 1509 001 (Project ID 1509 ROTA 02), in an amount not to exceed \$2,500,000.00.

-#-

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
[Signature]

TOWN OF OYSTER BAY

Inter-Departmental Memo

October 30, 2023

To: MEMORANDUM DOCKET

From: STEVEN C. BALLAS, COMPTROLLER

**Subject: ON-CALL TECHNOLOGY CONSULTING SERVICES
EXTENSION OF SERVICES, SECOND EXTENSION**

Town Board Resolution No. 767-2021 authorized On-Call Technology Consulting Services for one (1) year term of providing On-Call Technology Consulting Services with the following firms for a variety of technology services: Network Educational Technologies, LTD, dba CSDNET, Custom Computer Specialists, Inc., Liro GIS, Inc., Marcum Technology, LLC and Cynet Systems Inc., with the option of two (2) one (1) year extensions, if mutually agreeable. Town Board Resolution 914-2022 authorized the first one (1) year extension for the period January 1, 2023 through and including December 31, 2023.

Accordingly, the Office of the Comptroller respectfully requests Town Board authorization for the Supervisor, or his designee to enter into the second one (1) year extension for a period commencing January 1, 2024 through and including December 31, 2024.

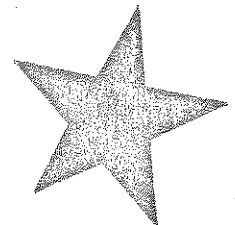
The Town has reviewed the disclosure questionnaires and is satisfied that the Procurement Policy has been fulfilled.

Funds will be available in accounts CMP A 1680 46410 000 0000, CMP H 1997 26000 000 2207 001 (Project ID 2207 TWN TWN 15) and ROT H 1997 26000 000 1509 001 (Project ID 1509 ROTA 02) in an amount not to exceed \$2,500,000.00 as approved in the 2024 budget.


STEVEN C. BALLAS
COMPTROLLER

SCB:rpp

cc: Accounts Payable Division
Internal Audit Division (RFP File)
Reading File



CORRECTED COPY

Meeting of December 13, 2022

Resolution No. 914-2022

WHEREAS, Resolution No. 767-2021, adopted December 7, 2021, authorized the Supervisor, or his designee, to enter into Contract No. PWC72-22, On-Call Technology Consulting Services, with Network Educational Technologies, LTD, dba CSDNET, Custom Computer Specialists, Inc., Liro GIS, Inc., Marcum Technology, LLC, and Cynet Systems Inc., for a one (1) year term, commencing on January 1, 2022 through December 31, 2022, with the option of two (2) one (1) year extensions, and authorized the Comptroller to make payment for same, upon presentation of a duly certified claim, after audit, in an amount not to exceed \$1,941,000; and

WHEREAS, Steven C. Ballas, Comptroller, by memorandum dated November 28, 2022, requested Town Board authorization for the Town to exercise its first of two one-year extension options, and enter into a one-year extension agreement with Network Educational Technologies, LTD, dba CSDNET, Custom Computer Specialists, Inc., Liro GIS, Inc., Marcum Technology, LLC, and Cynet Systems Inc., for a one (1) year term, commencing on January 1, 2023 through December 31, 2023 in an amount not to exceed \$2,000,000; and

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

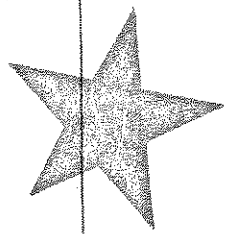
NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved and the Supervisor, or his designee, on behalf of the Town, is hereby authorized to enter into the first one-year extension, of Contract No. PWC72-22, On-Call Technology Consulting Services, with Network Educational Technologies, LTD, dba CSDNET, Custom Computer Specialists, Inc., Liro GIS, Inc., Marcum Technology, LLC, and Cynet Systems Inc., for a one (1) year term, commencing on January 1, 2023 through December 31, 2023; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, with funds to be drawn from Account Nos. CMP A 1680 46410 000 0000, CMP H 1997 26000 000 2107 001 (Project ID 2107 TWNTWN-14) and ROT H 1997 26000 000 1509 001 (Project ID 1509 ROTA 02), in an amount not to exceed \$2,000,000.00.

-#-

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



Reviewed By
Office of Town Attorney
Elizabeth A. Taubman

Meeting of December 7, 2021

Resolution No. 767-2021

WHEREAS, Steven C. Ballas, Comptroller, by memoranda dated November 16, 2021 and November 22, 2021, advised that a Request for Proposals for On-Call Technology Consulting Services was issued in accordance with the specifications outlined in PWC72-22, for a one (1) year term, commencing January 1, 2022 through December 31, 2022, with the option of two (2) one (1) year extensions; and

WHEREAS, in response to the aforementioned Request for Proposals, twenty-nine (29) responses were received by the Comptroller's Office; and

WHEREAS, Comptroller Ballas, by said memorandum, stated that after review of the proposals performed in compliance with the requirements of Guideline 6 and 9 of the Town of Oyster Bay Procurement Policy, the Comptroller's Office has selected Network Educational Technologies, LTD, dba CSDNET, Custom Computer Specialists, Inc., Liro GIS, Inc., Marcum Technology, LLC and Cynet Systems Inc. as providers of the aforesaid services; and

WHEREAS, Comptroller Ballas, by said memorandum, requested Town Board authorization for the Supervisor, or his designee, on behalf of the Town, to enter into Contract No. PWC72-22, On-Call Technology Consulting Services, with Network Educational Technologies, LTD, dba CSDNET, Custom Computer Specialists, Inc., Liro GIS, Inc., Marcum Technology, LLC and Cynet Systems Inc., for a one (1) year term, commencing on January 1, 2022 through December 31, 2022, with the option of two (2) one (1) year extensions; 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 Supervisor, or his designee, on behalf of the Town, is hereby authorized to enter into Contract No. PWC72-22, On-Call Technology Consulting Services, with Network Educational Technologies, LTD, dba CSDNET, Custom Computer Specialists, Inc., Liro GIS, Inc., Marcum Technology, LLC and Cynet Systems Inc., for a one (1) year term, commencing on January 1, 2022 through December 31, 2022, with the option of two (2) one (1) year extensions; and be it further

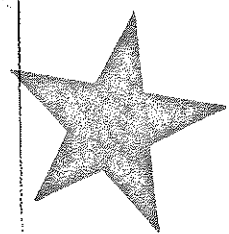
RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, with funds to be drawn from Account Nos. CMP A 1680 46410 000 0000, CMP H 1997 26000 000 1580 001 and ROT H 1997 26000 000 1409 001, in an amount not to exceed \$1,941,000.00.

-#-

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 | Absent |

Reviewed By
Office of Town Attorney



Meeting of November 14, 2023

Resolution No. 835-2023

WHEREAS, Resolution No. 772-2022, adopted October 25, 2022, authorized the Supervisor, or his designee, to enter into agreements with PKF O'Connor Davies, LLP, Rynkar, Vail & Barrett, LLP and JKL Municipal Solutions, Inc., to provide On-Call Accounting Services, for a one (1) year term, commencing on December 1, 2022 through November 30, 2022, with the option of two (2) one (1) year extensions; and

WHEREAS, Steven C. Ballas, Comptroller, by memorandum dated October 24, 2023, requested Town Board authorization for the Town to exercise its first of two one (1) year extension options, and enter into a one (1) year extension agreement with PFK O'Connor Davies, LLP, Rynkar, Vail & Barrett, LLP, and JKL Municipal Solutions, Inc., for the purposes of providing accounting services for the 2023 financial period, for a one (1) year term, commencing on December 1, 2023 through November 30, 2024, in an amount not to exceed \$871,000.00; and

WHEREAS, the Town has reviewed the 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 Supervisor, or his designee, on behalf of the Town, is hereby authorized to enter into the first one (1) year extension with PFK O'Connor Davies, LLP, Rynkar Vail & Barnett, LLP., and JKL Municipal Solutions, Inc., for the purpose of providing accounting services for the 2023 financial period, for a one (1) year term, commencing on December 1, 2023 through November 30, 2024; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, with funds to be drawn from Account No. CMP A 1315 44800 000 0000, in an amount not to exceed \$871,000.00.

-#-

7/2/23
Reviewed By
Office of Town Attorney

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

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

TOWN OF OYSTER BAY
Inter-Departmental Memo

October 24, 2023

To: MEMORANDUM DOCKET
From: STEVEN C. BALLAS, COMPTROLLER
Subject: ON-CALL ACCOUNTING SERVICES

Town Board Resolution No. 772-2022, attached, authorized on-call financial accounting services to the firms of PKF O'Connor Davies, LLP, 25 Suffolk Court, Hauppauge NY 11788, Rynkar, Vail & Barrett LLP, 22 Jericho Turnpike, Mineola, NY 11501 and JKL Municipal Solutions, Inc. P.O. Box 1485, Smithtown, NY 11787 for an initial one (1) year financial period with option of extending said services to second- and third-year reporting periods. The current contract expires on November 30, 2023.

In light of the above, it is respectfully requested that the Town Board authorize the first (1) one-year extension with the firms of PKF O'Connor Davies, LLP Accountants & Advisors, Hauppauge, New York, Rynkar, Vail & Barrett, LLP of Mineola, New York and JKL Municipal Solutions, Inc., Smithtown, New York for the purpose of providing accounting services for the 2023 financial period. The extensions will take effect on December 1, 2023 through November 30, 2024.

The value of the accounting services for the one (1) year financial period is an aggregate amount not to exceed \$871,000.00. Funds are available in account CMP A 1315 44800 000 0000.

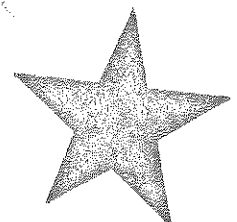
The Town has reviewed the disclosure questionnaires of the active On- Call Accounting Services vendors and is satisfied that the Town of Oyster Bay Procurement Policy has been fulfilled.

Therefore, Town Board approval is requested as mentioned above.


STEVEN C. BALLAS
COMPTROLLER

Attachments

SCB/cmw



Meeting of October 25, 2022

Resolution No.772 -2022

WHEREAS, Steven C. Ballas, Comptroller, Town of Oyster Bay, by memorandum dated October 13, 2022, advised that pursuant to the Town of Oyster Bay Procurement Policy, a request for proposals (RFP) was placed on the Town of Oyster Bay website ("Doing Business with the Town"), and was sent directly to twenty-three (23) firms to provide On-Call Accounting Services to the Town for a one (1) year period commencing on December 1, 2022 through November 30, 2023 with an option, at the discretion of the Town, of extending the services to second and third year reporting periods, should it be mutually agreeable; and

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

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

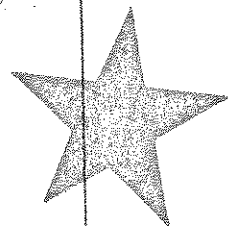
WHEREAS, following a review and evaluation of the three (3) firms who responded, PFK O'Connor Davies, LLP, 25 Suffolk Court, Hauppauge New York 11788 and Rynkar, Vail & Barrett LLP, 22 Jericho Turnpike, Mineola, New York 11501 and JKL Municipal Solutions, Inc. P.O. Box 1485, Smithtown, New York 11787, it is the intention of the Office of the Comptroller to utilize the services of all three (3) firms as each possesses unique expertise; and

WHEREAS, Comptroller Ballas, by said memorandum, requested that the Town Board authorize the Town Supervisor, or his duly appointed designee, to enter into a license agreement with PFK O'Connor Davies, LLP, 25 Suffolk Court, Hauppauge New York 11788, Rynkar, Vail & Barrett LLP, 22 Jericho Turnpike, Mineola, New York 11501, and JKL Municipal Solutions, Inc. P.O. Box 1485, Smithtown, New York 11787, for said organizations to provide On-Call Accounting Services to the Town for a one (1) year period commencing on December 1, 2022 through November 30, 2023 with an option, at the discretion of the Town, of extending the services to second and third year reporting periods, should it be mutually agreeable; and

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

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Town Supervisor, or his duly appointed designee, is hereby authorized to enter into license agreements with PFK O'Connor Davies, LLP, Rynkar, Vail & Barrett LLP, and JKL Municipal Solutions, Inc., for said organizations to provide On-Call Accounting Services to the Town for a one (1) year period commencing on December 1, 2022 through November 30, 2023 with an option, at the discretion of the Town, of extending the services to second and third year reporting periods, should it be mutually agreeable; and it is further

Reviewed By
Office of Town Attorney



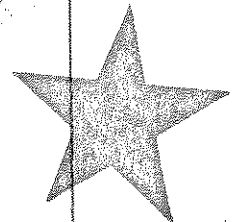
Resolution No. 772-2022

RESOLVED, That the Comptroller is hereby authorized and directed to make payment to the above mentioned firms, in an aggregate amount not to exceed \$872,000.00, with funds to be drawn from Account No. CMP A 1315 44800 000 0000, upon submission of a duly certified claim, after audit.

-#-

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

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



Meeting of November 14, 2023

Resolution No. 836-2023

WHEREAS, by Resolution No. 774-2022, adopted October 25, 2022, the Town Board, authorized the Supervisor, or his designee, to enter into an agreement with Cullen and Danowski, LLP, to provide On-Call Professional Auditing Services, for a one (1) year term, commencing on December 1, 2022 through November 30, 2023, with the option of two (2) one (1) year extensions; and

WHEREAS, Steven C. Ballas, Comptroller, by memorandum dated October 24, 2023, requested Town Board authorization for the Town to exercise the first of the Town's two one (1) year extension options, and enter into a one (1) year extension agreement with Cullen and Danowski, LLP, for the purposes of providing auditing services for the 2023 financial period, for a one (1) year term, commencing on December 1, 2023 through November 30, 2024, in an amount not to exceed \$165,000.00; and

WHEREAS, the Town has reviewed the vendor's disclosure questionnaire and is satisfied that the Procurement Policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Supervisor, or his designee, on behalf of the Town, is hereby authorized to enter into the first one (1) year extension with Cullen and Danowski, LLP, for the purpose of providing auditing services for the 2023 financial period, for a one (1) year term, commencing on December 1, 2023 through November 30, 2024; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, with funds to be drawn from Account No. TWN A 1989 44810 000 0000, in an amount not to exceed \$165,000.00.

-#-

REVIEWED BY
OFFICE OF TOWN ATTORNEY

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

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

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

October 24, 2023

To: MEMORANDUM DOCKET
From: STEVEN C. BALLAS, COMPTROLLER
Subject: ON-CALL AUDITING SERVICES

Town Board Resolution No. 774-2022, attached, authorized on-call auditing to the firm of Cullen and Danowski, LLP 1650 Route 112 Port Jefferson Station, NY 11776-3060 for an initial one (1) year financial period with the option of extending services to second- and third-year reporting periods. The current contract expires on November 30, 2023.

In light of the above, it is respectfully requested that the Town Board authorize the first (1) one-year extension with the firm of Cullen and Danowski, LLP Port Jefferson Station, New York for the purpose of providing auditing services for the 2023 financial period. The extension will take effect on December 1, 2023 through November 30, 2024.

The value of the professional auditing services for the one (1) year financial period is not to exceed \$165,000.00. Funds are available in account TWN A 1989 44810 000 0000.

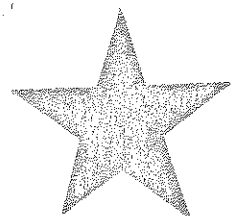
The Town has reviewed the disclosure and is satisfied that the Town of Oyster Bay Procurement Policy has been fulfilled.

Therefore, Town Board approval is requested as mentioned above.


STEVEN C. BALLAS
COMPTROLLER

Attachments

SCB/cmw



Meeting of October 25, 2022

Resolution No.774-2022

WHEREAS, Steven C. Ballas, Comptroller, by memorandum dated October 14, 2022, advised that pursuant to the Town of Oyster Bay Procurement Policy, a request for proposals (RFP) was issued to twenty-two (22) firms, and was placed on the Town of Oyster Bay website, to procure Professional Auditing Services to the Town, for a one (1) year period, from December 1, 2022 through November 30, 2023, with the provision of two (2), one-year extension options, if mutually agreeable; and

WHEREAS, following a review and evaluation of four (4) responses by an RFP review committee, based on the established criteria in conjunction with a set of guidelines for the purpose of choosing the most qualified firm, and in compliance with requirements of Guidelines 6 and 9 of the Town's Procurement Policy, Comptroller Ballas, by said memorandum, requested that the Town Board authorize the Office of the Comptroller to utilize the services of Cullen and Danowski, LLP, 1650 Route 112, Port Jefferson Station, NY 11776, the highest ranked firm in accordance with the specifications contained in the RFP, for the purposes of providing Professional Auditing Services to the Town; and

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

WHEREAS, Comptroller Ballas, by said memorandum, requested Town Board authorization for the Supervisor, or his designee, to execute an agreement with Cullen and Danowski, LLP, for the purpose of providing Professional Auditing Services; and

WHEREAS, the value of the actuarial services for the one (1) year financial period is to be \$165,000.00 and funds for payment of said services are available in Account No. TWN A 1989 44810 000 0000,

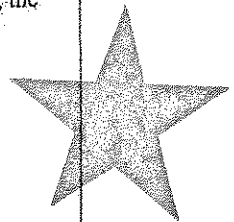
NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Comptroller is hereby authorized to utilize the services of Cullen and Danowski, LLP, 1650 Route 112, Port Jefferson Station, NY 11776, for the purposes of providing Professional Auditing Services to the Town for a period of one (1) year, with two (2) one-year extensions, mutually agreeable, and the Supervisor, or his designee, to execute said agreement; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to issue a total encumbrance order in a total amount not to exceed \$165,000.00 to Cullen and Danowski, LLP, upon presentation of a duly certified claim, after audit, to be drawn from account No. TWN A 1989 44810 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

Meeting of November 14, 2023

Resolution No. 837-2023

WHEREAS Resolution No. 209-2021, authorized the Comptroller to utilize the services of USI Consulting Group ("USI"), 95 Glastonbury Boulevard, Suite 102, Glastonbury, CT 06033, to provide an additional update report for the 2020 reporting period in order to complete the Town's financial statements; and

WHEREAS, Resolution No. 773-2022, adopted on October 25, 2022, the Town Board authorized the Comptroller to utilize the services of USI for the purpose of providing other Post-Employment Benefit Actuarial Consultant Services to the Town for the period December 1, 2022 through November 30, 2023, with two (2) one (1) year extension options; and

WHEREAS, Steven C. Ballas, Comptroller, by memorandum dated October 24, 2023, requested that the Town Board utilize the services of USI for the 2023 financial reporting year for the purpose of providing a full valuation report to the Town at a cost not to exceed \$800.00 and exercise the option to renew the Town's agreement with USI for the period December 1, 2023 through November 30, 2024, at a cost not to exceed \$8,850.00; and

WHEREAS, Comptroller Ballas, by said memorandum, advised that this reporting includes the Town's Commissioner Districts, i.e. water, sewer and library that are a required component of the Town's financial reporting and each participating district will reimburse the Town for its portion; and

WHEREAS, Comptroller Ballas, by said memorandum, further advised that the value of the accounting services for the one (1) year financial period engagement is not to exceed \$8,650.00 and \$800.00 for the interim report update, with funds available in account number CMP A 1315 44800 000 0000; and

WHEREAS, Comptroller Ballas, by said memorandum, further advised that the Town has reviewed the proposed vendor's disclosure questionnaires, and is satisfied that the Town of Oyster Bay Procurement Policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby approved, and that the Town Board hereby exercises the first one (1) year extension option of the agreement with USI Consulting Group, 95 Glastonbury Boulevard, Suite 102, Glastonbury, Connecticut 06033 for the 2023 financial reporting year for the purpose of providing a full valuation report to the Town, at a cost not to exceed \$800.00, and to provide Other Post Employment Benefit Actuarial Consultant Services for a period of one (1) year, from December 1, 2023 through and including November 30, 2024, in an amount not to exceed \$8,650.00; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. CMP A 1315 44800 000 0000; and be it further

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

##

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

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

REVIEWED BY
OFFICE OF TOWN ATTORNEY
DANIELA WATKINS

TOWN OF OYSTER BAY

Inter-Departmental Memo

October 24, 2023

To: MEMORANDUM DOCKET

From: STEVEN C. BALLAS, COMPTROLLER

**Subject: OTHER POST EMPLOYMENT BENEFIT ACTUARIAL
1st EXTENSION**

Town Board Resolution No. 773-2022, attached, authorized Actuarial Consulting Services for Other Post-Employment Benefits for said services to the firm of USI Consulting Group for the full valuation report for the 2022 financial year, and Town Board Resolution No. 209-2021 authorized said services for the updated report for the 2020 financial year with the option of extending said services to second- and third-year reporting. The current contract expires November 30, 2023.

Accordingly, the Office of the Comptroller respectfully requests Town Board authorization for the Town to utilize the services of USI Consulting Group, 95 Glastonbury Boulevard, Suite 102, Glastonbury, CT 06033 for the 2023 financial reporting year for the purpose of providing a full valuation report to the Town. This reporting includes the Town's Commissioner Districts, i.e., water, sewer and library that are a required component of the Town's financial reporting. Each participating district will reimburse the Town for its portion. The extension will take effect on December 1, 2023 through November 30, 2024.

The value of the accounting services for the one (1) year financial period engagement is not to exceed \$8,650.00 and \$800.00 for the interim report update. Funds are available in account number CMP A 1315 44800 000 0000.

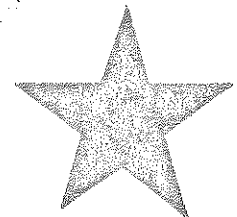
The Town has reviewed the disclosure questionnaire and is satisfied that the Town of Oyster Bay Procurement Policy has been fulfilled.

Therefore, Town Board approval is requested as mentioned above.


STEVEN C. BALLAS
COMPTROLLER

SCB/rpp

cc: Internal Audit Division (RFP file)
Reading File



Meeting of October 25, 2022

Resolution No. 773 -2022

WHEREAS, Steven C. Ballas, Comptroller, by memorandum dated October 14, 2022, advised that pursuant to the Town of Oyster Bay Procurement Policy, a request for proposals (RFP) was issued to eight (8) firms, and was placed on the Town of Oyster Bay website, to procure Other Post Employment Benefit Actuarial Consultant Services to the Town, for a one (1) year period, from December 1, 2022 through November 30, 2023, with the provision of two (2), one-year extension options, if mutually agreeable; and

WHEREAS, following a review and evaluation of five (5) responses by an RFP review committee, based on the established criteria in conjunction with a set of guidelines for the purpose of choosing the most qualified firm, and in compliance with requirements of Guidelines 6 and 9 of the Town's Procurement Policy, Comptroller Ballas, by said memorandum, requested that the Town Board authorize the Office of the Comptroller to utilize the services of USI Consulting Group, 95 Glastonbury Boulevard, Suite 102, Glastonbury, CT 06033, the highest ranked firm in accordance with the specifications contained in the RFP, for the purposes of providing Other Post Employment Benefit Actuarial Consultant Services to the Town; and

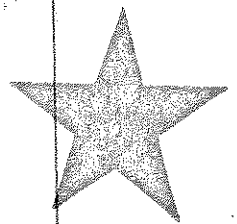
WHEREAS, the Office of the Inspector General has reviewed the vendor's disclosure questionnaire and has been satisfied the Town's Procurement Policy has been fulfilled, and

WHEREAS, Comptroller Ballas, by said memorandum, further requested Town Board authorization for the Supervisor, or his designee, to execute an agreement with USI Consulting Group, for the purpose of providing Other Post Employment Benefit Actuarial Consultant Services; and

WHEREAS, the value of the actuarial services for the one (1) year financial period is \$8,100.00 and \$800.00 for the interim report update, with payment of said services being available in Account No. CMP A 1315 44800 000 0000,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are accepted, and the Comptroller is hereby authorized to utilize the services of USI Consulting Group, 95 Glastonbury Boulevard, Suite 102, Glastonbury, CT 06033, for the purposes of providing Other Post Employment Benefit Actuarial Consultant Services to the Town for a period of one (1) year, with two (2) one-year extensions, mutually agreeable and, in addition, permitting the Town Special Water Districts to utilize said services for their required report for the Town's financial statement, with each district to reimburse the Town for the District's individual reports, and authorizing the Supervisor, or his designee, to execute said agreement; and be it further

Reviewed By
Office of Town Attorney



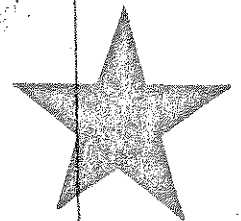
Resolution No.773-2022

RESOLVED, That the Comptroller is hereby authorized and directed to issue a total encumbrance order in a total amount not to exceed \$8,900.00 to USI Consulting Group, upon presentation of a duly certified claim, after audit, to be drawn from account No. CMP A 1315 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 |



WHEREAS, by Resolution No. 775-2022, adopted on October 25, 2022, the Town Board authorized the Comptroller to utilize the services of Sound Actuarial Consulting, LLC, for the purposes of providing Workers Compensation Liability Actuarial Consultant Services to the Town for a one-year period commencing December 1, 2022 through November 30, 2023, with an option, at the discretion of the Town, of extending the services to second and third-year reporting periods; and

WHEREAS, Steven C. Ballas, Comptroller, by memorandum dated October 24, 2023, requested Town Board authorization to exercise the first one (1) year extension of the Contract to utilize the services of Sound Actuarial Consulting, LLC for the purpose of providing Workers Compensation Liability Actuarial Consultant Services from December 1, 2023 through and including November 30, 2024; and

WHEREAS, Comptroller Ballas, by said memorandum, advised that the value of the accounting services for the one (1) year financial period engagement is not to exceed \$7,500.00, with funds available in Account No. CMP A 1315 44800 000 0000; and

WHEREAS, Comptroller Ballas, by said memorandum, further advised that the Town has reviewed the proposed vendor's disclosure questionnaires, and is satisfied that the Town of Oyster Bay Procurement Policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and that the Town Board hereby exercises the first one (1) year extension option of the agreement with Sound Actuarial Consulting, LLC for the purpose of providing Workers Compensation Liability Actuarial Consultant Services from December 1, 2023 through and including November 30, 2024, in an amount not to exceed \$7,500.00, for the contract term; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. CMP A 1315 44800 000 0000; and be it further

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

-#-

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

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

REVIEWED BY
OFFICE OF TOWN ATTORNEY

TOWN OF OYSTER BAY

Inter-Departmental Memo

October 24, 2023

To: MEMORANDUM DOCKET

From: STEVEN C. BALLAS, COMPTROLLER

**Subject: WORKERS COMPENSATION LIABILITY ACTUARIAL
CONSULTANT SERVICES**

Town Board Resolution No. 775-2022, attached, authorized Actuarial Consulting Services for providing Workers Compensation Liability Actuarial Consultant Services to the Town for a one-year period with an option, at the discretion of the Town, of extending the services to second- and third-year reporting periods. The current contract expires November 30, 2023.

Accordingly, the Office of the Comptroller respectfully requests Town Board authorization for the first one (1) year extension to utilize the services of Sound Actuarial Consulting, LLC for the purpose of providing Workers Compensation Liability Actuarial Consultant Services from December 1, 2023 through November 30, 2024. The value of the actuarial services for the one (1) year financial period engagement is not to exceed \$7,500.00. Funds are available in account number CMP A 1315 44800 000 0000.

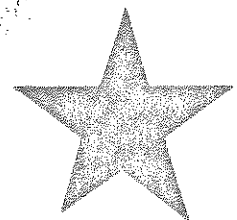
The Town has reviewed the disclosure questionnaires and is satisfied that the Procurement Policy has been fulfilled.

Therefore, Town Board approval is requested as mentioned above.


STEVEN C. BALLAS
COMPTROLLER

SCB/rpp

cc: Internal Audit Division (RFP file)
Reading File



Meeting of October 25, 2022

Resolution No. 775-2022

WHEREAS, Steven C. Ballas, Comptroller, by memorandum dated October 14, 2022, advised that pursuant to the Town of Oyster Bay Procurement Policy, a request for proposals (RFP) was issued to seven (7) firms, and was placed on the Town of Oyster Bay website, to procure Workers Compensation Liability Actuarial Consultant Services to the Town, for a one (1) year period, from December 1, 2022 through November 30, 2023, with the provision of two (2), one-year extension options, if mutually agreeable; and

WHEREAS, following a review and evaluation of four (4) responses by an RFP review committee, based on the established criteria in conjunction with a set of guidelines for the purpose of choosing the most qualified firm, and in compliance with requirements of Guidelines 6 and 9 of the Town's Procurement Policy, Comptroller Ballas, by said memorandum, requested that the Town Board authorize the Office of the Comptroller to utilize the services of Sound Actuarial Consulting, LLC, 403 East Main Street, Port Jefferson Village, New York 11777, the highest ranked firm in accordance with the specifications contained in the RFP, for the purposes of providing Workers Compensation Liability Actuarial Consultant Services to the Town; and

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

WHEREAS, Comptroller Ballas, by said memorandum requested Town Board authorization for the Supervisor, or his designee, to execute an agreement with Sound Actuarial Consulting, LLC, for the purpose of providing Workers Compensation Liability Actuarial Consultant Services; and

WHEREAS, the value of the actuarial services for the one (1) year financial period is to be \$6,500.00 and funds for payment of said services are available in Account No. CMP A 1315 44800 000 0000,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Comptroller is hereby authorized to utilize the services of Sound Actuarial Consulting, LLC, 403 East Main Street, Port Jefferson Village, New York 11777, for the purposes of providing Workers Compensation Liability Actuarial Consultant Services to the Town for a period of one (1) year, with two (2) one-year extensions, mutually agreeable, and the Supervisor, or his designee, to execute said agreement; and be it further

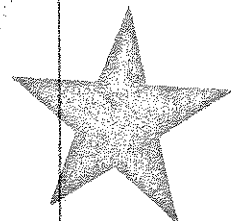
RESOLVED, That the Comptroller is hereby authorized and directed to issue a total encumbrance order in a total amount not to exceed \$6,500.00 to Sound Actuarial Consulting, LLC, upon presentation of a duly certified claim, after audit, to be drawn from account No. CMP A 1315 44800 000 0000.

-#-

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 |

DRS
Reviewed By
Office of Town Attorney



WHEREAS, Frank M. Scalera, Town Attorney, and Paul S. Ehrlich, Deputy Town Attorney, by memorandum dated October 23, 2023, advised that the Office of the Town Attorney is defending against a civil action entitled *Anne Buffolino v. Town of Oyster Bay, et. al.* which seeks to hold the Town liable to plaintiff for significant personal injuries sustained as a result of an accident that allegedly occurred on November 11, 2019 at the property located at 7 Burkhardt Avenue, Farmingdale, owned by the codefendant Town of Oyster Bay Housing Authority; and

WHEREAS, the parties participated in non-binding mediation to amicably resolve the matter without the need for trial and the significant costs associated with trial; and

WHEREAS, on May 1, 2023, the parties engaged in mediation of the matter with the Hon. Joseph Spinola of Resolute Systems, LLC, 90 Merrick Avenue, Suite 200, East Meadow, NY 11554, with the Town's share of the costs being \$2,095.00; and

WHEREAS, as a result of the mediation, the matter was settled, with no contribution made to the settlement by the Town; and

WHEREAS, The Town Attorney, by the aforementioned memorandum, requested that the Town Board authorize payment of the \$2,095.00 fee incurred by the Office of the Town Attorney for the non-binding mediation in connection with the defense of the *Anne Buffolino v. Town of Oyster Bay, et. al., et al* matter,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and authorization is hereby granted for the payment for the non-binding mediation with Resolute Systems, LLC, 90 Merrick Avenue, Suite 200, East Meadow, NY 11554, and be it further

RESOLVED, That the Town Board finds a waiver of the Procurement Policy to be proper under Guideline 6 of the Procurement Policy, in view of the fact that the value services to be provided are not expected to exceed \$10,000.00 in calendar year 2023, and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment, in an amount not to exceed \$2,095.00, with funds to be drawn from Account No. TWN AMS 1910 43010 601 0000 000, upon submission of a duly certified claim, after audit.

-#-

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

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

Reviewed By
Office of Town Attorney

Town of Oyster Bay
Inter-Departmental Memo

839

TO: MEMORANDUM DOCKET
FROM: Office of the Town Attorney
DATE: October 23, 2023
SUBJECT: Non-Binding Mediation
Anne Buffolino v. Town of Oyster Bay, et. al.
Supreme Court: Nassau County, Index No. 610210/2020

This Office has been handling the Town's defense in the above captioned action, which seeks to hold the Town liable to plaintiff for a premises liability accident that allegedly occurred on November 11, 2019 at the property located at 7 Burkhardt Avenue, Farmingdale, owned by the codefendant Town of Oyster Bay Housing Authority. The case involves significant claims of injury, including a fractured right humerus, a tear of the triangular fibrocartilage complex of the left hand which required surgery, carpal tunnel syndrome of the left wrist which required surgical release, a fractured sternum, torn tendons in the right hip, a disc herniation at C7-T1 with thecal sac deformity, disc bulges at C2-3, C3-4 and C6-7 with thecal sac and nerve root compression, disc bulges at T11-12 and T12/S1, and compression fractures at T8, T9 and T11. Plaintiff claims that she missed substantial time from work post-accident.

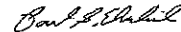
On May 1, 2023, the parties appeared before the Honorable Joseph Spinola for mediation, through Resolute Systems, LLC. We took a "no pay" posture throughout the mediation (as we had throughout the preceding litigation). As a result of the mediation, and the mediator's continuing efforts over the weeks that followed, a settlement figure was eventually agreed upon with no contribution from the Town.

As a result of the mediation, the Town incurred a mediation fee of \$2,095.00. The mediator's efforts appear to have been the catalyst for the settlement of this matter, which will prevent any future exposure or additional legal fees to the Town. We recommend that the Town Board authorize the payment of the resulting fee of Resolute Systems, LLC in the amount of \$2,095.00.

Because the expenses associated with mediation are not reasonably expected to exceed \$10,000.00 in calendar year 2023, the requirements of the Procurement Policy have been satisfied pursuant to Guideline 6 thereof.

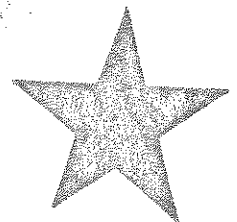
Accordingly, we have attached a resolution authorizing payment in the amount of \$2,095.00. Funds for such payment are available in Account No. TWN AMS 1910 43010 601 0000 000.

FRANK M. SCALERA
TOWN ATTORNEY



Paul S. Ehrlich
Deputy Town Attorney

PSE:pse
Attachment



Reviewed By
Office of Town Attorney

WHEREAS, Frank M. Scalera, Town Attorney, and Paul S. Ehrlich, Deputy Town Attorney, by memorandum dated October 23, 2023, advised that the Office of the Town Attorney is defending against a civil action entitled *Anne Buffolino v. Town of Oyster Bay, et. al.* which seeks to hold the Town liable to plaintiff for significant personal injuries sustained as a result of an accident that allegedly occurred on November 11, 2019 at the property located at 7 Burkhardt Avenue, Farmingdale, owned by the codefendant Town of Oyster Bay Housing Authority; and

WHEREAS, the parties participated in non-binding mediation to amicably resolve the matter without the need for trial and the significant costs associated with trial; and

WHEREAS, on May 1, 2023, the parties engaged in mediation of the matter with the Hon. Joseph Spinola of Resolute Systems, LLC, 90 Merrick Avenue, Suite 200, East Meadow, NY 11554, with the Town's share of the costs being \$2,095.00; and

WHEREAS, as a result of the mediation, the matter was settled, with no contribution made to the settlement by the Town; and

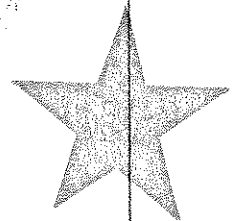
WHEREAS, The Town Attorney, by the aforementioned memorandum, requested that the Town Board authorize payment of the \$2,095.00 fee incurred by the Office of the Town Attorney for the non-binding mediation in connection with the defense of the *Anne Buffolino v. Town of Oyster Bay, et. al., et al* matter,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and authorization is hereby granted for the payment for the non-binding mediation with Resolute Systems, LLC, 90 Merrick Avenue, Suite 200, East Meadow, NY 11554, and be it further

RESOLVED, That the Town Board finds a waiver of the Procurement Policy to be proper under Guideline 6 of the Procurement Policy, in view of the fact that the value services to be provided are not expected to exceed \$10,000.00 in calendar year 2023, and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment, in an amount not to exceed \$2,095.00, with funds to be drawn from Account No. TWN AMS 1910 43010 601 0000 000, upon submission of a duly certified claim, after audit.

-#-



Meeting of November 14, 2023

Resolution No. 840-2023

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated October 27, 2023, advised that N&P Engineering, Architecture and Land Surveying, PLLC, by letter dated October 16, 2023, informed the Department that it made a final inspection of the work performed pursuant to Contract No. DP22-246, Marino Park Baseball Field Replacement, Oyster Bay, New York, certified that the contractor, The LandTek Group, Inc., 105 Sweeneydale Avenue, Bay Shore, New York 11706, complied with all of the requirements of the Contract, and recommended that the Town accept said Contract as having been completed; and

WHEREAS, Commissioner Lenz, by said memorandum, further advised that N&P Engineering, Architecture and Land Surveying, PLLC informed the Department, by letter dated October 16, 2023, of an increase/decrease in quantities, relative to the Construction Phase of Contract No. DP22-246, for a total net decrease in the amount of \$227,463.30; and

WHEREAS, Commissioner Lenz, by said memorandum, requested Town Board authorization for the increase/decrease in quantities relative to the Construction Phase of Contract No. DP22-246, for a total net decrease in the amount of \$227,463.30;

WHEREAS, final construction costs were in the amount of \$756,886.70; and

WHEREAS, Commissioner Lenz, by said memorandum, concurred with the N&P Engineering, Architecture and Land Surveying, PLLC that the Contract be accepted as having been completed, and that final payment be made to the contractor; and

WHEREAS, work under this Contract was directed to proceed as of March 1, 2023, and to be completed within sixty (60) calendar days, on April 29, 2023, with work completed, actually, on April 29, 2023; and

WHEREAS, the Office of the Town Attorney, by memorandum dated September 19, 2023 and the Office of the Town Comptroller, by memorandum dated October 10, 2023, stated that there are no legal obstacles or financial encumbrances of record that would necessitate the withholding of the final acceptance of this project; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated September 20, 2023, concurred with the recommendation of final acceptance of this project,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board hereby authorizes an increase/decrease in quantities, relative to the Construction Phase of Contract No. DP22-246, for a net decrease in the amount of \$227,463.30; and be it further

1/15
Reviewed By

Office of Town Attorney

RESOLVED, That upon the recommendations as hereinabove set forth, Contract No. DP22-246, is hereby accepted as being complete, at a final construction cost of \$756,886.70, and final payment is to be made in accordance with the applicable terms and conditions of the Contract, after the customary review of the engineer's certificate, and upon the submission of a duly certified claim, after audit.

-#-

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

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

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

October 27, 2023

TO: MEMORANDUM DOCKET

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

SUBJECT: QUANTITY INCREASE/DECREASE AND FINAL ACCEPTANCE
MARINO PARK BASEBALL FIELD REPLACEMENT
OYSTER BAY, NEW YORK
CONTRACT NO.: DP22-246

Attached is the final acceptance letter, with backup, from N & P Engineering, Architecture & Land Surveying, PLLC, dated October 16, 2023, concerning increases/decreases in quantities with a total decrease in the amount of \$227,463.30. Said quantity decrease is explained by the consultant in this correspondence and further described as per the attached tabulations.


Attached herewith is also:

1. A letter dated October 16, 2023 from N & P Engineering, Architecture & Land Surveying, PLLC, recommending final acceptance by the Town of Oyster Bay;
2. The consultant's final engineer's certificate for The LandTek Group, Inc., dated August 31, 2023;
3. A statement from the Town Attorney's Office indicating there are no legal hindrances;
4. A statement from the Town Comptroller indicating there are no financial hindrances which would delay the acceptance of this contract;
5. A statement from the Department of Parks concurring with final acceptance.

Work under this contract was directed to proceed as of March 1, 2023 to be completed within 60 calendar days on April 29, 2023. Actual work was completed on April 29, 2023.

Final construction costs amount to \$756,886.70.

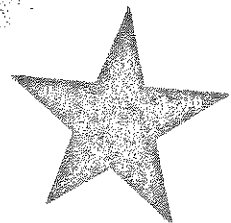
We hereby concur with N & P Engineering, Architecture & Land Surveying, PLLC that Quantity Increase/Decrease be approved and that this project be accepted as being completed and that all final payments be made to the contractor after the customary review of the engineer's certificate and claim by the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


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

RWL/MR/SC/lc
Attachments

cc: Steven C. Ballas, Town Comptroller
Joseph G. Pinto, Commissioner/Parks

DP22-246_Marino Park_Final & Quantity Decrease





October 16, 2023

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

Attention: Sunita Chakraborti

Re: Marino Park Baseball Field Replacement
Project Close-Out and Acceptance
Nelson & Pope No. 22275

Dear Ms. Chakraborti:

This letter serves as Nelson + Pope's Construction Close-Out and Acceptance Letter for the referenced project.

The referenced Contract duration was 60 calendar days. The Notice to Proceed was issued on March 1, 2023 with a Contract Completion date of April 29, 2023. Actual work was completed on April 29, 2023. A final walk-thru and Town acceptance of the project was performed on May 2, 2023.


The original contract value was \$984,350.00. Nelson + Pope prepared a list summarizing the contract items that required a quantity increase or decrease which resulted in a Net Contract Decrease of \$227,463.30, and a final contract value of \$756,886.70. Nelson + Pope has reviewed all of the final Contract quantities, and is in concurrence, and has submitted our recommendation for the Contractors final payment.

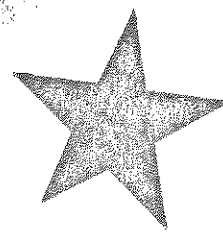
N+P provided Construction Inspection and Oversight services throughout the construction duration and agrees that all work has been completed and is in general conformance with the contract documents and recommend that the Town of Oyster Bay accepts this project as final.

If you have any questions or require additional information, please do not hesitate to contact me.

Very truly yours,

Respectfully submitted,
NELSON + POPE


Russell Scott, P.E.
Partner





August 31, 2023

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

Attention: Sunita Chakraborti

Re: Marino Park Baseball Field Replacement
Contract No. DP 22-246
Nelson + Pope No. 22275

Dear Ms. Chakraborti:

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

DECREASED ITEMS:

Item 2 – Unclassified Excavation

Original Bid Quantity = 1,700 CY
Unit Bid Price = \$32.00
Bid Total = \$54,400.00

Quantity Used (Update) = 1,262.32
Decrease (Update) = 437.68 CY
Decrease Cost (Update) = \$14,005.76

Reason for Decrease: Quantity needed was less than estimated.

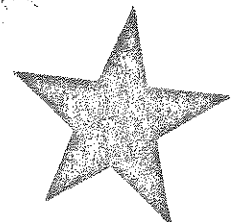
Item 5S – Select Borrow Fill

Original Bid Quantity = 500 CY
Unit Bid Price = \$45.00
Bid Total = \$22,500.00

Quantity Used (Update) = 0
Decrease (Update) = 500 CY
Decrease Cost (Update) = \$22,500.00

Reason for Decrease: Quantity needed was less than estimated.

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



Item 7 – Preparing Fine Grade
Original Bid Quantity = 2,900 SY
Unit Bid Price = \$1.25
Bid Total = \$3,625.00

Quantity Used (Update) = 2,811.89 SY
Decrease (Update) = 88.11 SY
Decrease Cost (Update) = \$110.14

Reason for Decrease: Quantity needed was less than estimated.

Item 15DW-8 – Furnish & Install Diffusion Wells – 8 Foot Diameter
Original Bid Quantity = 60 VLF
Unit Bid Price = \$550.0
Bid Total = \$33,000.00

Quantity Used (Update) = 36.75 VLF
Decrease (Update) = 23.25 VLF
Decrease Cost (Update) = \$12,787.50

Reason for Decrease: There was existing drainage structure found during construction so the Contractor was able to utilize the existing infrastructure as opposed to installing as many new structures as shown on the Plans.

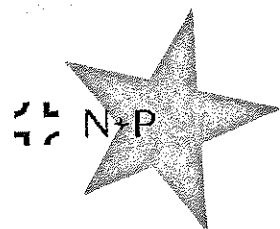
Item 20 – ¾-Inch Broken Bluestone Loose Measure
Original Bid Quantity = 1,700 CY
Unit Bid Price = \$90.00
Bid Total = \$153,000.00

Quantity Used (Update) = 582.23 CY
Decrease (Update) = 1,117.77 CY
Decrease Cost (Update) = \$100,599.30

Reason for Decrease: Limestone screenings were used in place of the ¾" bluestone so this quantity was less than anticipated.

Item 27 – Concrete Sidewalk
Original Bid Quantity = 200 SF
Unit Bid Price = \$13.00
Bid Total = \$2,600.00

Quantity Used (Update) = 0 SF
Decrease (Update) = 200 SF
Decrease Cost (Update) = \$2,600.00



Reason for Decrease: The sidewalk was included in the Contract as a Contingency Item and was not utilized.

Item 28 – Reinforced Cement Concrete Driveways & Driveway Aprons

Original Bid Quantity = 1,000 SF

Unit Bid Price = \$15.00

Bid Total = \$15,000.00

Quantity Used (Update) = 204 SF

Decrease (Update) = 796 SF

Decrease Cost (Update) = \$11,940.00

Reason for Decrease: Quantity needed was less than estimated.

Item 94BX – Timber and Lumber (Plastic Wood Nailer)

Original Bid Quantity = 450 LF

Unit Bid Price = \$5.00

Bid Total = \$2,250.00

Quantity Used (Update) = 422.90 LF

Decrease (Update) = 27.10 LF

Decrease Cost (Update) = \$135.50

Reason for Decrease: Quantity needed was less than estimated.

Item 94BY – Treated Timber and Lumber

Original Bid Quantity = 450 LF

Unit Bid Price = \$14.00

Bid Total = \$6,300.00

Quantity Used (Update) = 408.60 LF

Decrease (Update) = 41.40 LF

Decrease Cost (Update) = \$579.60

Reason for Decrease: Quantity needed was less than estimated.

Item 158 – Furnish and Install Geotextile Fabric

Original Bid Quantity = 50,000 SF

Unit Bid Price = \$0.15

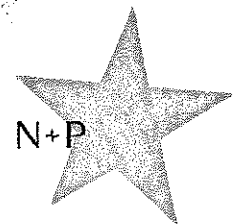
Bid Total = \$7,500.00

Quantity Used (Update) = 49,560 SF

Decrease (Update) = 440 SF

Decrease Cost (Update) = \$66.00

N+P



Reason for Decrease: Quantity needed was less than estimated.

Item 396 – Furnish and Install Sod
Original Bid Quantity = 2,000 SY
Unit Bid Price = \$10.00
Bid Total = \$20,000.00

Quantity Used (Update) = 1,800 SY
Decrease (Update) = 200 SY
Decrease Cost (Update) = \$2,000.00

Reason for Decrease: Quantity needed was less than estimated.

Item 501 – Concrete Turf Curb
Original Bid Quantity = 900 LF
Unit Bid Price = \$50.00
Bid Total = \$45,000.00

Quantity Used (Update) = 368.50 LF
Decrease (Update) = 531.50 LF
Decrease Cost (Update) = \$26,575.00

Reason for Decrease: Quantity needed was less than estimated.

Item 502 – Synthetic Turf Field with Underdrain
Original Bid Quantity = 26,000 SF
Unit Bid Price = \$6.50
Bid Total = \$169,000.00

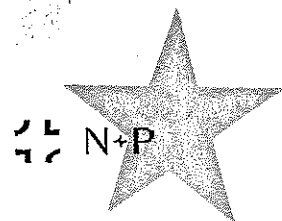
Quantity Used (Update) = 25,307 SF
Decrease (Update) = 693 SF
Decrease Cost (Update) = \$4,504.50

Reason for Decrease: Quantity needed was less than estimated.

Item 509 – Clean Existing Drainage System
Original Bid Quantity = 8 EA
Unit Bid Price = \$3,000.00
Bid Total = \$24,000.00

Quantity Used (Update) = 1 EA
Decrease (Update) = 7 EA
Decrease Cost (Update) = \$21,000.00

Reason for Decrease: Quantity needed was less than estimated.



Item 1001 - Allowance

Original Bid Quantity = 1 LS
Unit Bid Price = \$40,000.00
Bid Total = \$40,000.00

Quantity Used (Update) = .08
Decrease (Update) = 0.92
Decrease Cost (Update) = \$36,800.00

Reason for Decrease: All of the allowance was not utilized.

TOTAL DECREASE: (\$257,603.30)

INCREASED ITEMS:

Item 12B-12CPPX - 12" Diameter Smooth Interior Corrugated Perforated Polyethylene Pipe

Original Bid Quantity = 375 LF
Unit Bid Price = \$55.00
Bid Total = \$20,625.00

Quantity Used (Update) = 565 LF
Decrease (Update) = 190 LF
Decrease Cost (Update) = \$10,450.00

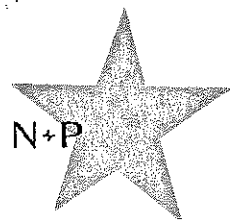
Reason for Decrease: Field Change was made to utilize some of the exiting drainage infrastructure and required additional pipe.

Item 14X - Connections to Existing 4-Inch Underdrain Pipes to New 12-Inch Pipe

Original Bid Quantity = 20 EA
Unit Bid Price = \$200.00
Bid Total = \$4,000.00

Quantity Used (Update) = 22 EA
Decrease (Update) = 2 EA
Decrease Cost (Update) = \$400.00

Reason for Decrease: Field Change required 2 additional connections.



Item 21 – Limestone Screenings

Original Bid Quantity = 100 CY

Unit Bid Price = \$100.00

Bid Total = \$10,000.00

Quantity Used (Update) = 240 CY

Decrease (Update) = 140 CY

Decrease Cost (Update) = \$14,000.00

Reason for Decrease: Field conditions required additional material than initially anticipated and these screenings were used along the warning track.

Item 529 – Portable Pitcher's Mound

Original Bid Quantity = 2 EA

Unit Bid Price = \$5,500.00

Bid Total = \$11,000.00

Quantity Used (Update) = 3 EA

Decrease (Update) = 1 EA

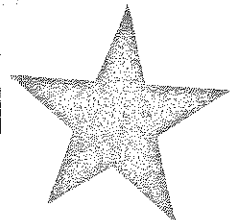
Decrease Cost (Update) = \$5,500.00

Reason for Decrease: An additional unit was requested by the Town.

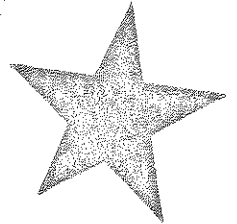
SUMMARY:

| | |
|-----------------|----------------------|
| TOTAL CONTRACT: | \$1,051,760.00 |
| TOTAL INCREASE: | \$30,350.00 |
| TOTAL DECREASE: | <u>-\$257,813.30</u> |
| NET CHANGE: | <u>-\$227,463.30</u> |
| FINAL COST: | \$756,886.70 |

| DP 22-246 MARINO PARK BASEBALL FIELD REPLACEMENT TOWN OF OYSTER BAY 150 MILLER PLACE SYOSSET, NY 11791 | | | | | | | | | | CONTRACTOR: THE LANDTEK GROUP, INC. | | INCREASE/DECREASE | |
|---|--|------|-------------------|---------------------|---------------------|----------|-------------|-----------|--------------|-------------------------------------|--------------|-------------------|--|
| ITEM NO | ITEM DESCRIPTION | UNIT | CONTRACT QUANTITY | CONTRACT UNIT PRICE | CONTRACT TOTAL COST | INCREASE | | DECREASE | | FINAL | | | |
| | | | | | | QUANTITY | COST | QUANTITY | COST | QUANTITY | COST | | |
| M | MOBILIZATION | LS | 1 | \$73,000.00 | \$73,000.00 | | | | | 1.00 | \$73,000.00 | | |
| 1 | CLEARING AND GRUBBING | LS | 1 | \$15,000.00 | \$15,000.00 | | | | | 1.00 | \$15,000.00 | | |
| 2 | UNCLASSIFIED EXCAVATION | CY | 1,700 | \$32.00 | \$54,400.00 | | | -437.58 | \$14,005.76 | 1,262.32 | \$40,394.24 | | |
| 55 | SELECT BORROW FILL | CY | 500 | \$45.00 | \$22,500.00 | | | -500.00 | \$72,500.00 | | | | |
| 7 | PREPARING FINE GRADE | SF | 2,900 | \$1.25 | \$3,625.00 | | | -48.11 | \$110.14 | 2,811.89 | \$3,514.86 | | |
| 9 | TOPSOIL SUPPLIED | CY | 200 | \$35.00 | \$7,000.00 | | | -40.00 | \$1,400.00 | 160.00 | \$5,600.00 | | |
| 12B-12CPP | 12" DIAMETER SMOOTH INTERIOR CORRUGATED POLYETHYLENE PIPE | LF | 175 | \$60.00 | \$10,500.00 | | | | | 175.00 | \$10,500.00 | | |
| 12B-12CPPX | 12" DIAMETER SMOOTH INTERIOR CORRUGATED PERFORATED POLYETHYLENE PIPE | LF | 375 | \$55.00 | \$20,625.00 | 190.00 | \$10,450.00 | | | 565.00 | \$31,075.00 | | |
| 14 | CONNECTIONS TO EXISTING DRAINAGE FACILITIES - STRUCTURES | EA | 4 | \$1,100.00 | \$4,400.00 | | | | | 4.00 | \$4,400.00 | | |
| 14X | CONNECTIONS TO EXISTING 4-INCH UNDERDRAIN PIPES TO NEW 12-INCH PIPE | EA | 20 | \$200.00 | \$4,000.00 | 2.00 | \$400.00 | | | 22.00 | \$4,400.00 | | |
| 150V-8 | FURNISH & INSTALL DIFFUSION WELLS - 8 FOOT DIAMETER | VLF | 60 | \$550.00 | \$33,000.00 | | | -23.25 | \$12,787.50 | 36.75 | \$20,212.50 | | |
| 20 | 3/4-INCH BROKEN BLUESTONE LOOSE MEASURE | CY | 1,700 | \$90.00 | \$153,000.00 | | | -1,117.77 | \$100,599.30 | 582.23 | \$52,400.70 | | |
| 20.3B | 3/8-INCH BROKEN STONE LOOSE MEASURE | CY | 100 | \$200.00 | \$20,000.00 | | | | | 100.00 | \$20,000.00 | | |
| 21 | LIMESTONE SCREENINGS | CY | 100 | \$100.00 | \$10,000.00 | 140.00 | \$14,000.00 | | | 240.00 | \$24,000.00 | | |
| 27 | CONCRETE SIDEWALK | SF | 200 | \$13.00 | \$2,600.00 | | | -200.00 | \$2,600.00 | | | | |
| 28 | REINFORCED CEMENT CONCRETE DRIVEWAYS & DRIVEWAY APRONS | SF | 1,000 | \$15.00 | \$15,000.00 | | | -795.00 | \$11,940.00 | 204.00 | \$3,060.00 | | |
| 94BX | TIMBER AND LUMBER (PLASTIC WOOD NAILER) | LF | 450 | \$5.00 | \$2,250.00 | | | -27.10 | \$135.50 | 422.90 | \$2,114.50 | | |
| 94BY | TREATED TIMBER AND LUMBER | LF | 450 | \$14.00 | \$6,300.00 | | | -41.40 | \$579.60 | 408.60 | \$5,720.40 | | |
| 98 | MAINTENANCE AND PROTECTION OF TRAFFIC | LS | 1 | \$1,500.00 | \$1,500.00 | | | | | 1.00 | \$1,500.00 | | |
| 136 | SURVEY STAKEOUT | LS | 1 | \$17,500.00 | \$17,500.00 | | | | | 1.00 | \$17,500.00 | | |
| 158 | FURNISH & INSTALL GEOTEXTILE FABRIC | SF | 50,000 | \$0.15 | \$7,500.00 | | | -440.00 | \$66.00 | 49,560.00 | \$7,434.00 | | |
| 395 | FURNISH AND INSTALL SOD | SY | 2,000 | \$10.00 | \$20,000.00 | | | -200.00 | \$2,000.00 | 1,800.00 | \$18,000.00 | | |
| 500 | EROSION & SEDIMENT CONTROL | LS | 1 | \$20,000.00 | \$20,000.00 | | | | | 1.00 | \$20,000.00 | | |
| 501 | CONCRETE TURF CURB | LF | 900 | \$50.00 | \$45,000.00 | | | -531.50 | \$26,575.00 | 368.50 | \$18,425.00 | | |
| 502 | SYNTHETIC TURF FIELD WITH UNDERDRAIN | SF | 25,000 | \$6.50 | \$162,500.00 | | | -693.00 | \$4,504.50 | 25,307.00 | \$164,495.50 | | |
| 503-12 | 12-FOOT HIGH BLACK VINYL CHAIN LINK FENCE | LF | 125 | \$175.00 | \$21,875.00 | | | | | 125.00 | \$21,875.00 | | |
| 504 | FOUL POLE AND FOOTING | EA | 4 | \$3,750.00 | \$15,000.00 | | | | | 4.00 | \$15,000.00 | | |



| DP-22-246 MARINO PARK BASEBALL FIELD REPLACEMENT | | | | CONTRACTOR: THE LANDTEK GROUP INC. | | | | INCREASE/DECREASE | | | |
|---|--|------|-------------------|------------------------------------|---------------------|----------|-------------|-------------------|---------------|----------|--------------|
| TOWN OF OYSTER BAY 150 MILLER PLACE SYOSSET, NY 11791 | | | | | | | | | | | |
| ITEM NO | ITEM DESCRIPTION | UNIT | CONTRACT QUANTITY | CONTRACT UNIT PRICE | CONTRACT TOTAL COST | INCREASE | | DECREASE | | FINAL | |
| | | | | | | QUANTITY | COST | QUANTITY | COST | QUANTITY | COST |
| 507 | REPAIR EXISTING CHAIN LINK FENCE | LS | 1 | \$28,000.00 | \$28,000.00 | | | | | 1.00 | \$28,000.00 |
| 508 | DEDICATION BRONZE PLACQUE, STONE MONUMENT & FOUNDATION | LS | 1 | \$12,000.00 | \$12,000.00 | | | | | 1.00 | \$12,000.00 |
| 509 | CLEAN EXISTING DRAINAGE SYSTEM | EA | 8 | \$3,000.00 | \$24,000.00 | | | -7.00 | \$21,000.00 | 1.00 | \$3,000.00 |
| 510 | MODIFY EXISTING IRRIGATION SYSTEM | LS | 1 | \$55,000.00 | \$55,000.00 | | | | | 1.00 | \$55,000.00 |
| 511 | RCOF OVER DUGOUT | EA | 4 | \$8,000.00 | \$32,000.00 | | | | | 4.00 | \$32,000.00 |
| 512 | CAPPING EXISTING UNDERDRAIN PIPE | EA | 25 | \$125.00 | \$3,125.00 | | | | | 25.00 | \$3,125.00 |
| 529 | PORTABLE PITCHER'S MOUND | EA | 2 | \$5,500.00 | \$11,000.00 | 1.00 | \$5,500.00 | | | 3.00 | \$16,500.00 |
| 529A | PITCHER'S RUBBER | EA | 2 | \$375.00 | \$750.00 | | | | | 2.00 | \$750.00 |
| 530B | BASE SYSTEM | EA | 2 | \$2,400.00 | \$4,800.00 | | | | | 2.00 | \$2,400.00 |
| 530C | HOME PLATE | EA | 2 | \$500.00 | \$1,000.00 | | | | | 2.00 | \$1,000.00 |
| 530D | SECONDARY BASE ANCHORING SYSTEM | EA | 1 | \$500.00 | \$500.00 | | | | | 1.00 | \$500.00 |
| 1001 | ALLOWANCE | LS | 1 | \$40,000.00 | \$40,000.00 | | | -0.9293 | \$37,010.00 | 0.07475 | \$2,990.00 |
| Subtotal | | | | | \$984,350.00 | | \$30,350.00 | | -\$257,813.30 | | \$756,886.70 |
| Increase Total | | | | | \$30,350.00 | | | | | | |
| Original Contract Value | | | | | 984,350.00 | | | | | | |
| Increase/Decrease Net | | | | | -227,463.30 | | | | | | |
| Final Contract Amount | | | | | 756,886.70 | | | | | | |
| Decrease Total | | | | | -\$257,813.30 | | | | | | |
| Under | | | | | | | | | | | |



Application for Payment

AIA DOCUMENT G732

OWNER: Town of Oyster Bay
54 Audrey Avenue
Oyster Bay, NY 11771

PROJECT: Marino Park Baseball Fields
65 Berry Hill Road
Oyster Bay, NY 11771

CONTRACTOR: The Landtek Group, Inc.
105 Sweeneydale Ave
Bay Shore, NY 11706

Architect: Nelson + Pope
70 Maxxess Road
Melville, NY 11747

APPLICATION NO: 3 - Final
PERIOD TO: 5/31/2023
SED #:
CONTRACT DATE: 2/3/2023
LANDTEK JOB NO: 30-1597, 33-2976, 37-1214, 50-2440
LANDTEK CUSTOMER NO: OYST01

Distribution to:
x OWNER
x ARCHITECT
x CONTRACTOR
x CON. MGR

FOR: Baseball Field Construction

CONTRACTOR'S APPLICATION FOR PAYMENT

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

| | |
|---|--------------|
| 1. ORIGINAL CONTRACT SUM | \$984,350.00 |
| 2. Net Change by Change Orders | \$0.00 |
| 3. CONTRACT SUM TO DATE (Line 1 + 2) | \$984,350.00 |
| 4. TOTAL COMPLETED & STORED TO DATE | \$756,986.70 |
| 5. RETAINAGE: | |
| a. 0% of Completed Work (Columns D/E on G703) | \$0.00 |
| b. % of Stored Material (Column F on G703) | \$0.00 |
| Total Retainage (Line 5a + 5b) | \$0.00 |
| 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) | \$756,986.70 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 From Prior Certificate) | \$675,900.02 |
| 8. CURRENT PAYMENT DUE | \$80,986.68 |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 Less Line 6) | \$227,463.30 |

| CHANGE ORDER STATUS | ADDITIONS | DELETIONS |
|---|-----------|-----------|
| Total changes approved in previous months by Owners | \$0.00 | \$0.00 |
| Total approved this Month | \$0.00 | \$0.00 |
| TOTALS | \$0.00 | \$0.00 |
| NET CHANGE by Change Order | \$0.00 | |

AIA DOCUMENT G732 - CONTINUATION SHEET FOR G703 - 1992 EDITION - AIA - 1992 - THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, NW, WASHINGTON DC 20000-5292 WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.

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

CONTRACTOR: The Landtek Group, Inc.

By:

Justin A. Whalen

State of New York
County of Suffolk
Subscribed and sworn to before me this 21st day of June 2023

Notary Public:

Kristina O'Sullivan

My Commission Expires: 10/17/2024

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED. \$ 80,986.68
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified)

CONSTRUCTION MANAGER:

By:

Justin A. Whalen

Date: 5/31/23

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



HR

TOWN OF OYSTER BAY
Inter-Departmental Memo

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

FROM: PAUL S. EHRLICH
DEPUTY TOWN ATTORNEY

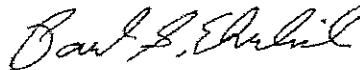
DATE: SEPTEMBER 19, 2023

SUBJECT: FINAL ACCEPTANCE
MARINO PARK BASEBALL FIELD REPLACEMENT OYSTER BAY, NEW YORK
CONTRACT NO. DP22-246

In reply to your memorandum of September 18, 2023, please be advised that the records of this office disclose no pending litigation or other obstacles which would prevent the final acceptance of the above-referenced Contract.

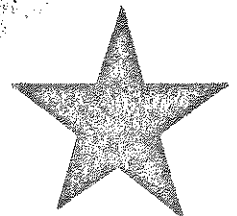
By copy of this memorandum, the contractor, The LandTech Group, LLC's Maintenance Bond No. 1099738 is being forwarded to the Town Clerk. We have reviewed the Maintenance Bond and have approved same as to form.

FRANK M. SCALERA, ESQ.
TOWN ATTORNEY



By: _____
Paul S. Ehrlich
Deputy Town Attorney

Cc: Comptroller
Town Clerk (with Bond)



MR

TOWN OF OYSTER BAY
Inter-Departmental Memo

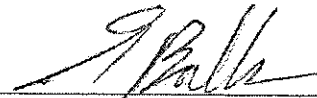
TO: RICHARD W. LENZ, P.E. COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

FROM: STEVEN C. BALLAS, COMPTROLLER

DATE: OCTOBER 10, 2023

SUBJECT: FINAL ACCEPTANCE – MARINO PARK BASEBALL FIELD
REPLACEMENT
OYSTER BAY, NEW YORK
CONTRACT NO.: DP22-246

In response to your memo dated September 18, 2023, copy enclosed, please be advised that there are no financial hindrances that would delay the acceptance of this contract.

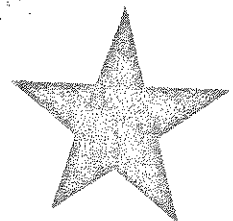


STEVEN C. BALLAS
COMPTROLLER

Enclosure

SCB/dim:bk

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



MR

TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

September 20, 2023

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

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

FROM: JOSEPH G. PINTO, COMMISSIONER
DEPARTMENT OF PARKS

SUBJECT: FINAL ACCEPTANCE
MARINO PARK BASEBALL FIELD REPLACEMENT
OYSTER BAY, NEW YORK
CONTRACT NO. DP22-246

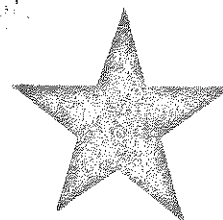
The Department of Parks is in receipt of the above noted subject.

The Department of Parks concurs with the *final acceptance* of the *Marino Park Baseball Field Replacement* therefore, there are no further recommendations.

If you should have any further inquiries regarding the above, please feel free to contact our office at extension 4142.


JOSEPH G. PINTO, COMMISSIONER
DEPARTMENT OF PARKS

JGP/km



Meeting of November 14, 2023

Resolution No. 841-2023

WHEREAS, Francis J. Koch, P.E., Superintendent, South Farmingdale Water District ("SFWD"), by correspondence dated September 13, 2023, has requested permission to utilize a portion of H. Garrick Williams Park ("Park"), located on the south side of Ritter Avenue, Massapequa, New York, to perform a test well, so to determine the site's feasibility for the potential use by SFWD for a future water supply well in an area outside the influence of the Grumman-Navy plume; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated October 27, 2023, advised that the test well is within the boundaries of SFWD, and that upon consultation with the Department of Parks has determined that the portion of the Park is underutilized and its loss would not be a hindrance to Parks operations; and

WHEREAS, Commissioner Lenz, by said memorandum, recommended that the Town Board authorize SFWD to perform a test well at the Park, and that SFWD, upon selection of a contractor would provide necessary bonding and insurances to the Department of Public Works/Division of Highways for work performed by SFWD,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation and request as hereinabove set forth are accepted and approved, and the South Farmingdale Water District is hereby permitted to utilize a portion of H. Garrick Williams Park, Massapequa, for purposes of performing a test well.

-#-

9/15
Reviewed By
Office of Town Attorney

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

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

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

October 27, 2023

TO: MEMORANDUM DOCKET


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

SUBJECT: APPROVAL OF SITE ACCESS FOR TEST WELL
SOUTH FARMINGDALE WATER DISTRICT
AT H. GARRICK WILLIAMS PARK (M-43), MASSAPEQUA

The Town of Oyster Bay has been approached by the South Farmingdale Water District (SFWD) regarding the potential use of Town property for the construction of a new water supply well. As described in the attached letter dated September 13, 2023, the SFWD, like other local water districts, are attempting to locate water supply wells that are outside the influence of the Grumman-Navy plume. The SFWD has identified a portion of H. Garrick Williams Park in Massapequa as a potential site that is within the boundaries of the District.

At this time the SFWD has requested permission to perform a test well at this location to determine the site's feasibility. The Department of Parks has determined that this portion of the park is underutilized, and its loss would not be a hindrance to their operations. The SFWD, upon selection of a contractor, would provide the necessary bonds and insurances that are typical of a test well application through the Department of Public Works – Division of Highway for this work. If the site is found to be suitable for the location of a water supply well, a formal Agreement between the Town and the SFWD will be negotiated and submitted for approval by the Town Board.

It is, therefore, recommended and requested that the Town Board authorize, by Resolution, permission for the South Farmingdale Water District to perform a test well at H. Garrick Williams Park, Massapequa.



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

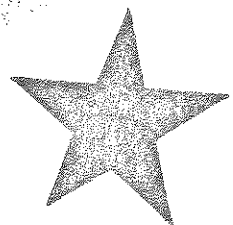
RWL/MR/lc

Attachments

C: Steven Ballas, Comptroller
Joseph Pinto, Commissioner/Parks

DOCKET SFWD TEST WELL AT M43

GS TAPPAN RESTAURANT EQUIPMENT PO REQUEST





South Farmingdale Water District

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

MR

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

September 13, 2023

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

**Re: South Farmingdale Water District
Test Well at Ritter Avenue Park
H2M Project No.: SFWD2304**

Dear Commissioner Lenz:

The South Farmingdale Water District (SFWD) is interested in utilizing a portion of H. Garrick Williams town park on the south side of Ritter Avenue (Section 53, Block 160, Lot 45, 'Neighborhood Park Massapequa M43') as a new public source water facility (Plant No. 7). Enclosed please find a preliminary site plan.

The Town of Oyster Bay has been a staunch supporter of protecting our water supply and this can best be highlighted by the Town's continuing help with the Navy/Grumman Plume cleanup. On behalf of all the water suppliers, we thank you for your efforts. Multiple SFWD source water facilities exist on the front lines of the Navy/Grumman plume. Initially identified plume contaminants included Volatile Organic Compounds (VOCs) and SFWD constructed air stripping (AST) treatment facilities in 2010 and 2012 in advance of supply well contamination. More recently, the emerging contaminant 1,4-dioxane has been identified and SFWD initiated construction of advanced oxidation process (AOP) treatment facilities in 2020 and 2023. Concerns for the future include what the next identified plume contaminant will be, if that contaminant is treatable, and at what cost to customers. We believe the safest and most efficient way to protect our shared residents is to provide water sourced from outside this very complicated plume's reach and that H. Garrick Williams Park may be that water source location.

At this time, SFWD requests Town permission to proceed with investigations and construct a test well onsite to obtain groundwater water quality and water bearing capacity. SFWD is prepared to publicly bid this work upon your acceptance.

Please advise of any Town requirements at your earliest convenience.

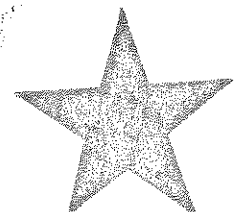
Should you have questions, please feel free to contact our office.

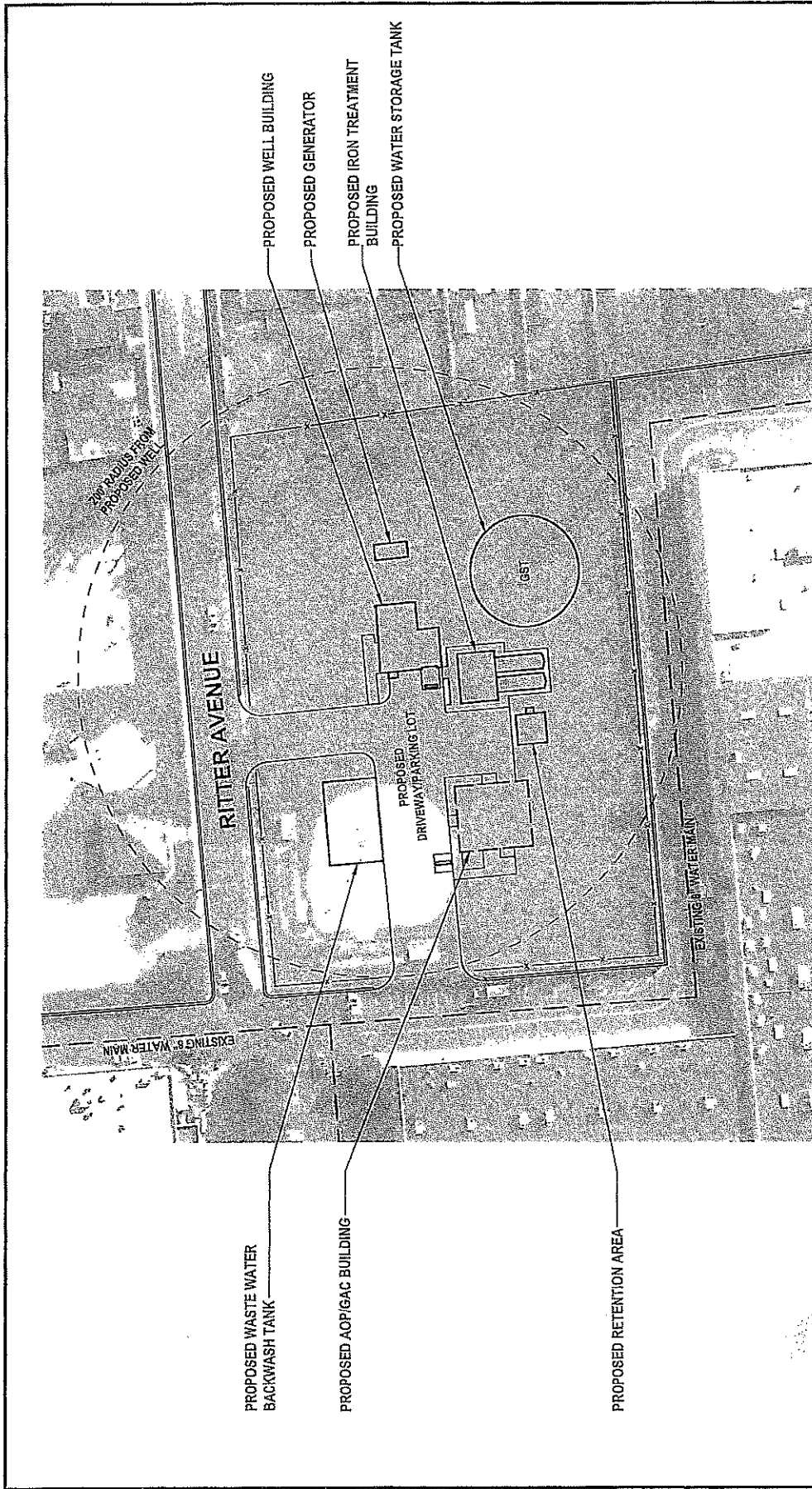
Sincerely,

Francis J. Koch, P.E.
Superintendent

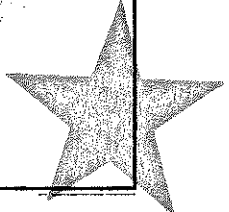
Enclosure

cc: Alison K. Auriemmo, P.E., H2M
Willis B. Carman, Esq.





| | | | | |
|---|--|----------------------|-----|---|
| South Farmingdale Water District Preliminary Site Plan H. Garrick Williams Town Park Proposed Plant No. 7 | | Project# SFWD2304 | H 2 | architects + engineers www.h2m.com |
| | | DATE: AUGUST 2023 | M | |





**TOWN OF OYSTER BAY
HIGHWAY DEPARTMENT**
150 Miller Place
Syosset, New York 11791-5699
(516) 677-5884 Fax: (516) 677-5928
www.oysterbaytown.com

Permanent Test Well Applicant:

The following items are needed for Town Board approval of your permanent test well(s):

- 1) Signed agreement
- 2) Diagram of permanent test well
- 3) Site plans
- 4) Liability Insurance
 - a) \$1,000,000 personal injury
 - b) \$500,000 property damage
 - c) Town of Oyster Bay must be named as additional insured and must have an endorsement from the insurance carrier (not the broker) indicating same.
 - d) \$1,500 deposit for every permanent test well (Note: deposits must be made by certified check)

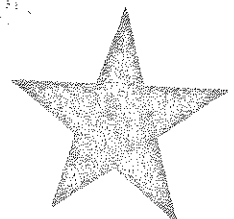
In addition to the above, the company installing the permanent test well(s) (whether it is the company signing the agreement or a subcontractor) must have the following items on file with the Highway Department Permit Division Office:

- 1) Liability Insurance in the amounts of \$1,000,000 personal injury and \$500,000 property damage
- 2) Two year \$10,000 Surety Bond
- 3) Town of Oyster Bay must be named as additional insured and must have an Endorsement from the insurance carrier (not the broker) indicating same
- 4) Right-of-way permit (\$100.00 per permanent test well)

Enclosed you will find a Permanent Test Well application. This agreement should be mailed to the Highway Department, 150 Miller Place, Syosset, 11791. If you need additional information, please contact the Permit Division at (516) 677-5884.

Deputy Commissioner of Highways

ENCLOSURE



Meeting of November 14, 2023

Resolution No.842-2023

Reviewed By
Office of Town Attorney

Ralph P. Healey

WHEREAS, by Resolution No. 740-2021, adopted on December 7, 2021, the Town Board authorized the Department of Public Works to enter into Contract No. PWC08-22, On-Call Engineering Services Relative to Mechanical Engineering, with Lizardos Engineering Associates, D.P.C., 200 Old Country Road, Suite 670, Mineola, New York 11501, Consulting Engineers, for a two (2) year contract term, commencing on January 1, 2022 through December 31, 2023; and

WHEREAS, Steve Sonmez, P.E., CEM, Associate Vice-President, Lizardos Engineering Associates, D.P.C., Consulting Engineers, by letter dated April 11, 2023, described the scope of the "Phase 2" work to be performed under Contract No. PWC08-22, Provide Mechanical Engineering Services Relative to Heat Distribution from the Boilers at Town Hall South, 977 Hicksville Road, Massapequa, New York 11758, in an amount not to exceed \$39,500.00, and with said work to include the removal of existing fan coil units and their replacement with fin tube radiators in the office spaces and conference rooms, the design of an automatic temperature control system, with a new control valve and a wall-mounted thermostat/sensor at the fin tube radiators, the removal of the existing pneumatic air valves and controls, the modification and replacement of the existing constant volume pumps and associated zone piping distribution inside the mechanical room and the design of new "inline type" pumps, with built-in VFP speed control; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated October 30, 2023, requested that the Town Board authorize Lizardos Engineering Associates, D.P.C., Consulting Engineers, to perform the aforesaid On-Call engineering services under Contract No. PWC08-22, and that the Town Board authorize and direct the Town Comptroller to issue an encumbrance order, in an amount not to exceed \$39,500.00, for this purpose; and

WHEREAS, Commissioner Lenz, by said memorandum, advised that funds in the amount of \$39,500.00 are available in Account No. DGS H 1997 20000 000 2310 001, Project ID No. 2310 TWNTWN 06; and

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

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and that Lizardos Engineering Associates, D.P.C, Consulting Engineers, is hereby authorized to perform the aforesaid on-call engineering services under Contract No. PWC08-23; and be it further

RESOLVED, That the Town Comptroller is hereby authorized and directed to issue an encumbrance order in the amount of \$39,500.00, for Contract No. PWC08-22, in connection with the abovementioned project; and be it further

Resolution No.842-2023

RESOLVED, That the funds for said payment shall be drawn from Account No. DGS H 1997 20000 000 2310 001, Project ID No. 2310 TWNTWN 06; 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**

OCTOBER 30, 2023

TO: MEMORANDUM DOCKET

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

SUBJECT: ON-CALL ENGINEERING SERVICES
RELATIVE TO MECHANICAL ENGINEERING
CONTRACT NO. PWC08-22
ACCOUNT NO. DGS H 1997 20000 000 2310 001
PROJECT ID. 2310 TWNTWN 06


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. 740-2021 for the subject project. Funds have been made available by the Director of Finance.

Attached is a letter dated April 11, 2023 from Lizardos Engineering Associates, P.C regarding the scope of work to be performed in an amount not to exceed \$39,500.00. Services to be performed include mechanical engineering services relative to heat distribution from boilers at Town Hall South located at 977 Hicksville Road, Massapequa, New York.

Attached is an Availability of Funds in the amount of \$39,500.00 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. 2310 TWNTWN 06.

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 Engineering and requests that the Comptroller be directed to issue an encumbrance order for this purpose.

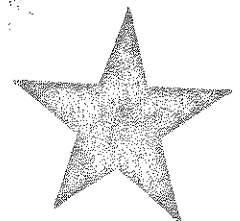

RICHARD W. LENZ, P.E.
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS


RWL/MR/JP/lc

Attachments

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

PWC08-22 On Call Engineering Services Relative to heat distribution from boilers at Town Hall South





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 PWC 08-22

Contract Period January 1, 2022 through December 31, 2023

Consultant/Contractor Lizardos Engineering Associates P.C.

Discipline Mechanical Engineering

Total Authorization \$326,431.09

Resolution No. 740-2021 Date 12/7/2021

Funded To Date \$286,931.09

Amount Requested \$39,500.00

Account To Be Used DSS H 1497 2000 000 2310 001 2310 TWNTWNB PRD

If Capital Account, State The Related Contract Number: DGS23-263

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.

Provide Mechanical Engineering services relative to heat distribution from boilers at

Town Hall South 977 Hicksville Road Massapequa Nassau County

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 General Services
Date 10/2/23

DPW Approval

Only To Be Executed By The Commissioner

Signature [Signature]
Title Commissioner of Public Works
Date 10/3/23

THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

Amount Requested 39,500.00

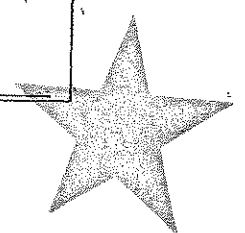
Unencumbered Balance 112,781.77

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

Yes ☒ No ☐

Signature [Signature]

Date 10/3/23





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. FWC 08-22

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 N.Y. 11501

Requesting Town Department General Services

Contact John Piscitello Phone (516) 677-5883

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

Provide Mechanical Engineering services relative to heat distribution from boilers at

Town Hall South 977 Hicksville Road Massapequa N.Y. 11758

This work order shall not exceed \$ \$39,500.00

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

Requesting Division/Department

Signature

[Signature]

Title Commissioner General Services

Date

10/2/23

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

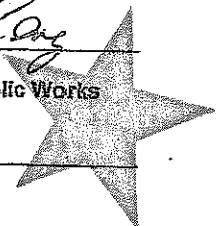
Signature

[Signature]

Commissioner of Public Works

Date

10/3/23



LIZARDOS

April 11, 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 Town Hall South -- Boiler Replacement Design/Build - Phase 2
Lizardos Project Number: 10794.00
Lizardos Proposal Number: 23-244

Dear Mr. Russo:

As requested Lizardos Engineering Associates D.P.C. (Lizardos) has prepared this proposal to provide additional services for Phase 2 of the referenced project.

Lizardos intends to provide the following Scope of Services in connection with this project.

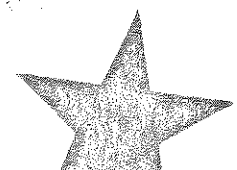
SCOPE OF SERVICES

Town of Oyster Bay DPW would like to proceed with Phase 2 scope of the work that includes removing existing fan coil units and replace with fin tube radiators in the office spaces and conference rooms, design to provide automatic temperature control system with new control valve and wall mounted thermostat/sensor at the fin tube radiators by removing the existing pneumatic air valves and controls.

Phase 2 scope shall also include modification and replacement of the existing constant volume pumps and associated zone piping distribution inside the mechanical room. New pumps shall be designed to be inline type with built-in VFD speed control.

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.



Lizardos Engineering Associates D.P.C.

200 Old Country Road, Suite 620 Mineola, NY 11501 | 516-434-1020 | lizardos.com

| | |
|------------------------|-------------|
| Engineering Upset Fee | \$39,000.00 |
| Reimbursable Expenses* | \$500.00 |
| Total Fee | \$39,500.00 |

**Reimbursable expenses to be invoiced in addition to the above fees
are as described in the previously agreed upon 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 and the original Standard Terms and Conditions, already agreed upon, 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 S. Sonmez

Steve Sonmez, P.E., CEM
Associate Vice President

cc: M.E. Cocchi, Lizardos
M. Hoffman, Lizardos
A. Hofgren, Lizardos
M. Bianco, Lizardos

ACCEPTED: Town of Oyster Bay

By _____

Print Name and Title

Date _____



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

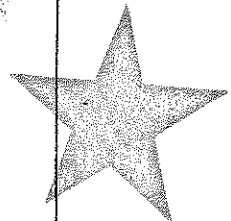
WHEREAS, the Office of the Inspector General has reviewed the Request for Proposals and the proposed vendors' disclosure questionnaires and is satisfied that the Procurement Policy has been fulfilled,

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

Meeting of November 14, 2023

Resolution No.843-2023

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 P.W. Grosser Consulting Engineer & Hydrogeologist, P.C. (also known as P.W. Grosser Consulting, Inc., and hereinafter referred to as "P.W. Grosser, P.C."), Consulting Engineers, 670 Johnson Avenue, Suite 7, Bohemia, New York 11716, for a two (2) year contract term, commencing on January 1, 2022 through December 31, 2023; and

WHEREAS, Gerry Rosen, P.E., Senior Vice-President, P.W. Grosser, P.C. Consulting Engineers, by letter dated June 22, 2023, and revised August 7, 2023, requested Town Board authorization to utilize the services of Municipal Land Survey, P.C., 10 Sylvia Lane, Middle Island, New York 11953, as a sub-consultant for surveying services, in relation to Contract No. PWC23-22, TOBAY Beach Bird Watching Tower Restoration Project; and

WHEREAS, Richard W. Lenz, P.E, Commissioner, Department of Public Works, by memorandum dated October 30, 2023, requested that the Town Board authorize and direct the Town Comptroller to issue an encumbrance order in the amount of \$79,500.00, to pay for work to be done by P.W. Grosser, P.C., Consulting Engineers, and or its sub-consultant, in connection with said Project, and further requested that Municipal Land Survey, P.C., be authorized to serve as a sub-consultant; and

WHEREAS, Commissioner Lenz, P.C., by said memorandum, advised that the funds for said payment are available in Account No. PKS H 7197 20000 2202 001, Project ID No. 2202 PKSA-08; and

WHEREAS, Commissioner Lenz, by said memorandum, further advised that the proposed vendor's disclosure questionnaires have been reviewed, and have been determined to have satisfied the provisions of the Town of Oyster Bay Procurement Policy,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, and P.W. Grosser, P.C., Consulting Engineers, is hereby authorized to use Municipal Land Survey, P.C., as a sub-consultant in connection with Contract No. PWC22-23, TOBAY Beach Bird Watching Tower Restoration Project; and be it further;

RESOLVED, That the Town Comptroller is hereby authorized and directed to issue an encumbrance order in the amount of \$79,500.00 to pay for the work to be done by P.W. Grosser, P.C., Consulting Engineers, and/or its sub-consultant, Municipal Land survey, P.C., in connection with said project; and be it further

Resolution No.843-2023

RESOLVED, That the funds for said payment shall be drawn from Account No. PKS H 7197 20000 000 2202 001, Project ID No. 2202 PKSA-08, in the amount of \$79,500.00; and be it further

RESOLVED, That the Town Comptroller is hereby authorized and directed further, 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 | Nay |
| Councilwoman Walsh | Aye |

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

OCTOBER 30, 2023

TO: MEMORANDUM DOCKET

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

SUBJECT: ON-CALL ENGINEERING SERVICE REQUEST
RELATIVE TO ENVIRONMENTAL ENGINEERING
AND USE OF SUB-CONSULTANT
CONTRACT NO.: PWC23-22
ACCOUNT NO.: PKS H 7197 20000 000 2202 001
PROJECT ID NO. 2202PKSA-08

The consultant, P.W. Grosser, Consulting Engineers, 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.


Attached is a letter dated August 7, 2023 from P.W. Grosser, Consulting Engineers regarding the scope of work to be performed in an amount not to exceed \$79,500.00. Services to be performed include design and permitting services for a new observation tower within the JFK Bird Sanctuary at TOBAY Beach.

Attached is an availability of funds in the amount of \$79,500.00 to satisfy said engineering costs from the Director of Finance indicating that funds are available in Account No. PKS H 7197 20000 000 2202 001, Project ID NO. 2202PKSA-08.

The office of P.W. Grosser, Consulting Engineers further requests to utilize, as sub-consultant, Municipal Land Survey, P.C., for surveying 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, P.W. Grosser, Consulting Engineers, under Contract No. PWC 23-22, On-Call Engineering Services Relative to Environmental Engineering and requests that the Comptroller be directed to issue an encumbrance order for this purpose, and that Municipal Land Survey, P.C. be authorized as a sub-consultant.

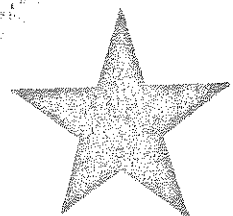

RICHARD W. LENZ, P.E.
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

RWL/WR/lk

Attachment

cc: Steve C. Ballas, Comptroller
Joseph Pinto, Commissioner/Parks

PWC23-22 PWG DOCKET JFK TOWER DESIGN & PERMIT FUNDS





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. _____

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

P.W. Grosser, Consulting Engineers

630 Johnson Avenue, suite 7

Bohemia, NY 11716

Requesting Town Department _____ Parks

Contact Kalyn Lovern Phone (516) 677- 5834

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

TOBAY Beach bird watching tower restoration project in order to replace the previous tower

and make the area ADA compliant.

This work order shall not exceed \$ \$79,500.00

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

Requesting Division/Department

Department Of Public Works Approval

Only To Be Executed By The Commissioner

Signature [Signature]

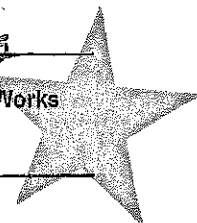
Signature [Signature]

Title _____

Commissioner of Public Works

Date _____

Date 9/29/23



Received by
Office of Town Attorney
December 10, 2021

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

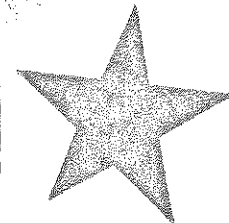
WHEREAS, the Office of the Inspector General reviewed the Request For Proposals and the proposed vendors' disclosure questionnaires, and is satisfied that the Procurement Policy was fulfilled,

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 Imbrieto | Aye |
| Councilman Hand | Aye |
| Councilman Labriola | Aye |
| Councilwoman Maier | Aye |
| Councilwoman Walsh | Absent |





June 22, 2023
Revised: August 7, 2023

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

RE: TOBAY Beach Bird-Watching Tower Restoration Project
PWGC LP#: 23LP372

Dear Mr. Russo :

P. W. Grosser Consulting Engineer & Hydrogeologist, P.C. (PWGC), is pleased to present this proposal to prepare a site plan and construction documents for a proposed bird-watching tower at the TOBAY Beach secondary parking lot. The bird-watching tower comprises six platforms over four towers and is designed to be an ADA-compliant structure.

BACKGROUND

As per our recent meetings, the Town (client) wants to replace the previous bird-watching tower and make the area ADA-compliant and more easily accessible for pedestrians. PWGC prepared a feasibility report and several layouts for the location and design of the bird-watching tower. The Town reviewed the report and the layouts and decided upon a six-platform accessible tower located at the southwest corner of the secondary TOBAY parking lot, known as Option 6, which is attached to this proposal.

SCOPE OF SERVICES

TASK 1 – PERMITTING AND LIAISON SERVICES

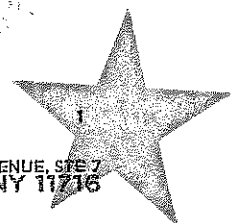
As part of this scope of services, PWGC will contact the regulatory agencies having jurisdiction to apply for permits for the proposed designs. PWGC will apply for permitting at the New York State Department of Environmental Conservation (NYSDEC), New York State Department of State (DOS), Army Core of Engineers (ACOE), and Town of Oyster Bay Planning and Environmental Divisions. PWGC proposes coordinating and filing the applicable planning and approvals applications for each jurisdiction, including the Long Environmental

Assessment Form (LEAF) is required for environmental review. PWGC will act as the client liaison with the jurisdictions to garner approvals for the project.

P.W. GROSSER CONSULTING, INC.
P.W. GROSSER CONSULTING ENGINEER & HYDROGEOLOGIST, P.C.

PHONE: 631.589.6353 630 JOHNSON AVENUE, STE 7
PWGROSSER.COM BOHEMIA, NY 11716

LONG ISLAND • MANHATTAN • SARATOGA SPRINGS • SYRACUSE • SEATTLE • SHELTON





PWGC proposes to provide these services on time and materials rates with an estimated budget. Services required beyond the estimated budget will be billed at time and materials rates on an as-needed basis upon written client approval. Rates are provided in the 2023 PWGC Rates Table included in this proposal.

TASK 2 - SURVEYING AND WETLANDS DELINEATION SERVICES

PWGC will sub-contract with Municipal Land Survey, PC, to prepare a topographic survey of the project site, as shown on the Option 6 layout plan attached to this survey. The survey will serve as the base map for designing the proposed improvements. The site topographic survey will include picking up the following:

- Overall site topographic 1' Contours
- Spot Elevations to 0.1' in the location of the bird-watching tower
- Surface and Underground on-site utilities
- Test and Soil Boring location
- Wetlands flagging

TASK 3A - GEOTECHNICAL DRILLING AND OVERSIGHT

PWGC and the drilling contractor will mobilize to perform a geotechnical investigation at the site. Boring locations will be based on the conceptual design prepared by PWGC.

The drilling program will consist of the following:

- One soil boring to 45' depth

The duration of fieldwork is expected to be one day.

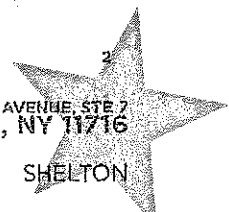
The site is assumed to be fully accessible to PWGC and the drilling contractor. Surveying of boring locations is not included in PWGC's scope of work.

- Soil samples will be obtained using the Standard Penetration Test in accordance with ASTM D 1586. Samples will be collected continuously over the first 15 feet and then at five (5) foot intervals thereafter.
- A PWGC field technician will be present to log and characterize soil samples as they are collected. Soil samples will be characterized using the Unified Soil Classification System (USCS).
- Boring depths may be adjusted based on the presence of adequate, load-bearing strata.

P.W. GROSSER CONSULTING, INC.
P.W. GROSSER CONSULTING ENGINEER & HYDROGEOLOGIST, P.C.

PHONE: 631.589.6353 630 JOHNSON AVENUE, STE 7
PWGROSSER.COM BOHEMIA, NY 11716

LONG ISLAND • MANHATTAN • SARATOGA SPRINGS • SYRACUSE • SEATTLE • SHELTON





TASK 3B - GEOTECHNICAL LETTER REPORT

PWGC will prepare a geotechnical letter report that will provide the recommended bearing capacity of the existing soils, type of foundation, and foundation design and construction recommendations. The boring log will be appended to the report with full descriptions and USCS soil classifications. Boring locations will be presented on a site plan.

The geotechnical report will address the following items:

- Design and construction provisions for footings/foundations
- Recommendations for deep foundations, such as timber pile foundations, if necessary
- Recommendations on groundwater level, groundwater level fluctuations
- Site preparation instructions, site fill, and backfill requirements
- Design parameters such as bearing capacity, seismic coefficients, liquefaction potential, active, at-rest, and passive soil pressures, hydrostatic pressures, unit weight of soil, and internal soil friction angle.

This task will be billed as a lump sum fee.

TASK 4A - ENGINEERING DESIGN SERVICES - DESIGN DEVELOPMENT

Based on the PWGC concept plan and the area topographic survey, PWGC will prepare the site plan package to depict the extent of the proposed improvements. PWGC will prepare a site plan package fulfilling Town, DEC, and ACOE requirements. PWGC will perform the wetlands staking, which will be featured on the survey. PWGC will coordinate with the client and jurisdictions to garner Town, DEC, and ACOE approvals for the project. With the site survey as a base map, PWGC will incorporate calculations for clearing, coverage, and general site information (e.g., lot size, Tax Map #, and zoning). PWGC will also prepare engineering construction document plans, structural designs and calculations, and specifications to fulfill the submittal and permitting requirements of the Town.

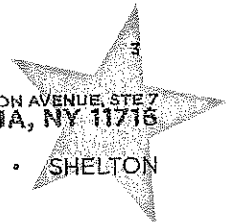
Based on the conceptual plans, design development plans will be prepared for discussions and approvals to move forward to the final planning documents. Design development plans will include the following:

- Draft Existing Conditions Plan
- Draft Site Removals Plan
- Draft Site Dimensional Plan
- Draft overall Grading Plan indicating and illustrating drainage patterns
- Draft Landscape Plan
- Draft Bird-Watching Tower Engineered Designs.

P.W. GROSSER CONSULTING, INC.
P.W. GROSSER CONSULTING ENGINEER & HYDROGEOLOGIST, P.C.

PHONE: 631.589.6353 630 JOHNSON AVENUE, STE 7
PWGROSSER.COM BOHEMIA, NY 11716

LONG ISLAND • MANHATTAN • SARATOGA SPRINGS • SYRACUSE • SEATTLE • SHELTON





PWGC proposes to provide these services on time and materials rates with an estimated budget. Services required beyond the estimated budget will be billed at time and materials rates on an as-needed basis upon written client approval. Rates are provided in the 2023 PWGC Rates Table Included in this proposal.

TASK 4B - ENGINEERING DESIGN SERVICES - FINAL DESIGN DOCUMENTS

Based on the design development plans, final site plans and construction document plans will be prepared for municipal submissions. Any changes to the final development plans requested during this design phase will be subject to additional services and billed on a time and materials basis per the attached rate sheet.

Final design documents will include - but not be limited to - the following:

- Existing Conditions Plan
- Site Removals Plan
- Site Dimensional Plan
- Overall Grading Plan indicating curb/paving grades and illustrating drainage patterns
- Storm Drainage Areas and Flow Calculations
- Storm Drainage Plan and Details
- Erosion and Sediment Control Plan
- Landscape Plan and Details
- Standard Detail Sheets
- Construction-engineered documents for the bird-watching tower.
- Structural designs and analysis for the bird-watching tower.

Our scope will include the preparation and submittal of the documents necessary to achieve Town Site Plan Application completion and building permit application completion.

Simultaneously, PWGC will use the final design documents for the preparation and submittal to achieve DEC, DOS, and ACOE wetlands permit application completion. Drawings will be prepared on a standard engineering scale using AutoCAD 2020 or later.

PWGC proposes to provide these services on time and materials rates with an estimated budget. Services required beyond the estimated budget will be billed at time and materials rates on an as-needed basis upon written client approval. Rates are provided in the 2023 PWGC Rates Table included in this proposal.

P.W. GROSSER CONSULTING, INC.
P.W. GROSSER CONSULTING ENGINEER & HYDROGEOLOGIST, P.C.

PHONE: 631.589.6353 630 JOHNSON AVENUE, STE 7
PWGROSSER.COM BOHEMIA, NY 11716

LONG ISLAND • MANHATTAN • SARATOGA SPRINGS • SYRACUSE • SEATTLE • SHELTON





TASK 5 - SPECIFICATIONS

PWGC will prepare the specifications, standards and protocols for constructing the proposed site work and bird-watching tower. The specifications will be prepared in CSI format and drafted during the final design document phase.

This task will be billed as a lump sum fee.

TASK 6 - MEETINGS

PWGC representative(s) will attend four (4) municipal meetings to garner project approval. These can include but will not be limited to - application meetings, Town Planning meetings, and comment resolution meetings. PWGC representative(s) will attend one (1) NYSDEC meeting and one (1) ACOE meeting to garner project approval. PWGC proposes to provide these services on time and materials rates with an estimated budget. Services required beyond the estimated budget will be billed at time and materials rates on an as-needed basis upon written client approval. Rates are provided in the 2023 PWGC Rates Table included in this proposal.

TASK 7- BIDDING AND CONSTRUCTION PHASE SERVICES (*TBD)

PWGC will assist during the bidding phase of the project, which will include responding to contractor questions and issuing any clarifications as required. PWGC would review the bids and prepare a recommendation of award letter.

PWGC will perform periodic construction observation during critical phases of construction, as necessary, to monitor the contractor's progress and construction in accordance with the approved plans and specifications. Construction administration services include but are not limited to processing shop drawing submittals, scheduling inspections with municipalities, preparing observation reports, reviewing and processing contractor requisitions, making recommendations on change orders or credits, and issuing letters to correct defective work. PWGC can provide a separate proposal for these services if requested.

P.W. GROSSER CONSULTING, INC.
P.W. GROSSER CONSULTING ENGINEER & HYDROGEOLOGIST, P.C.

PHONE: 631.589.6353 630 JOHNSON AVENUE, STE 7
PWGROSSER.COM BOHEMIA, NY 11716

LONG ISLAND • MANHATTAN • SARATOGA SPRINGS • SYRACUSE • SEATTLE • SHELTON





COSTS

| Task | Fee | |
|---|-----------------|----------|
| 1. Permitting and Liaison Services | \$6,500 | EST. T&M |
| 2. Survey | \$10,600 | LS |
| 3A. Geotechnical Field Oversight (1 day) | \$2,500 | LS |
| 3B. Geotechnical Letter Report | \$3,500 | LS |
| 4A. Engineering Design Services- Design Development | \$16,000 | EST. T&M |
| 4B. Engineering Design Services- Final Design | \$30,000 | EST. T&M |
| 5. Specifications | \$5,000 | LS |
| 6. Meetings | \$5,400 | EST. T&M |
| 7. Bidding and Construction Phase Services | **NIC | *TBD |
| TOTAL | \$79,500 | |

* TBD - To Be Determined

** NIC - Not Included in this Contract

OUT-OF-POCKET AND REIMBURSABLE EXPENSES

Out-of-pocket expenses, such as those associated with printing and binding multiple copies of approval documents, are not included in the estimate, as the number of copies that the jurisdictions will ultimately require cannot be predicted. Additional reimbursable expenses include mileage in accordance with the prevailing IRS rate and postage.

ASSUMPTIONS AND EXCLUSIONS

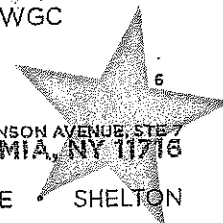
The following items of work and services are available if desired but are not included in our proposed budget.

- Site visits over the number assumed above.
- Additional geotechnical investigation, borings, and reports over the allowance budget
- Environmental reviews such as PHASE I or PHASE II reports and SEQRA, DEIS, and FEIS preparations are not included in this scope of services. PWGC can provide a separate proposal for these services if requested.
- Engineering cost estimates preparation, including quantity take-offs.
- Additional Meetings requested by the Client or other agencies over the allowance budget.
- LEED Engineering or consultancy.
- Utility design services (excluding storm drainage), including but not limited to gas service lines, water services, sanitary services, and electrical services, are not proposed for this project and are not included in this scope of work. PWGC

P.W. GROSSER CONSULTING, INC.
P.W. GROSSER CONSULTING ENGINEER & HYDROGEOLOGIST, P.C.

PHONE: 631.589.6353 630 JOHNSON AVENUE, STE 7
PWGROSSER.COM BOHEMIA, NY 11716

LONG ISLAND • MANHATTAN • SARATOGA SPRINGS • SYRACUSE • SEATTLE • SHELTON





can provide a separate proposal for these services if requested.

- Dewatering and pile designs are not proposed for this Project and excluded from this scope of services. Based on the geotechnical report, PWGC will determine if dewatering and pile foundations would be necessary for the proposed structure. PWGC will discuss the geotechnical recommendations with the client and provide a separate proposal for these services if requested.
- Changes required due to unanticipated field conditions.
- Changes required due to Value Engineering that may be required after completing the Design Development phase to meet budget requirements.
- Construction administration and observation services, including SWPPP Inspections. PWGC can provide a separate proposal for these services if requested.
- Meets and bounds surveying outside the project site boundary as shown on the PWGC conceptual plan attached to this proposal.
- The client will pay all jurisdictional and municipal application fees, review fees, permit fees, and all certificates of compliance, occupancy, approvals, or use fees.

Should you find this proposal acceptable, kindly sign below where indicated and return a copy to our office along with the retainer check in the amount of \$25,000. Please call if you have any questions or want to discuss the project further.

Regards,
P.W. GROSSER CONSULTING

Gerry Rosen, P.E.
Senior Vice President

P.W. GROSSER CONSULTING, INC.
P.W. GROSSER CONSULTING ENGINEER & HYDROGEOLOGIST, P.C.

PHONE: 631.589.6353
PWGROSSER.COM

630 JOHNSON AVENUE, STE 2
BOHEMIA, NY 11716

LONG ISLAND • MANHATTAN • SARATOGA SPRINGS • SYRACUSE • SEATTLE • SHELTON

Meeting of November 14, 2023

Resolution No.844-2023

WHEREAS, by Resolution No. 739-2021, adopted on December 7, 2021, the Town Board authorized the Department of Public Works to enter into Contract No. PWC07-22, On-Call Engineering Services Relative to Civil Engineering, with N & P Engineering, Architecture & Land Surveying, PLLC, Consulting Engineers, 70 Maxess Road, Melville, New York 11747, for a two (2) year contract term, commencing on January 1, 2022 through December 31, 2023; and

WHEREAS, Russell Z. Scott, Senior Partner, N & P Engineering, Architecture & Land Surveying, PLLC, Consulting Engineers, by letter dated August 15, 2023, requested Town Board authorization to utilize the services of East Coast Geoservices, LLC, P.O. Box 2806, Huntington Station, New York 11746, as a sub-consultant for soil borings, and TDM Consulting Engineer, P.C., 43 Barkley Circle, Suite 201, Fort Meyers, Florida 33907, as a sub-consultant for structural engineering services, in relation to Contract No. PWC07-22, Design of New Facilities to Replace 100 Miller Place Highway Building; and

WHEREAS, Richard W. Lenz, P.E, Commissioner, Department of Public Works, by memorandum dated October 30, 2023, requested that the Town Board authorize and direct the Town Comptroller to issue an encumbrance order in the amount of \$320,492.00, to pay for work to be done by N & P Engineering, Architecture & Land Surveying, PLLC, Consulting Engineers, and/or its sub-consultants, in connection with said Project; and

WHEREAS, Commissioner Lenz, P.C., by said memorandum, advised that the funds for said payment are available in Account No. DPW H 5197 20000 000 2303 008, Project ID No. 2203HWYDB-04; and

WHEREAS, Commissioner Lenz, by said memorandum, further advised that the proposed vendor's questionnaires have been reviewed, and have been determined to have satisfied the provisions of the Town of Oyster Bay Procurement Policy,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, and N & P Engineering, Architecture & Land Surveying, PLLC, Consulting Engineers, is hereby authorized to utilize the services of East Coast Geoservices, LLC, as a sub-consultant for soil borings, and TDM Consulting Engineer, P.C as a sub-consultant for structural engineering services, in relation to Contract No. PWC07-22, Design of New Facilities to Replace 100 Miller Place Highway Building; and be it further

RESOLVED, That the Town Comptroller is hereby authorized and directed to issue an encumbrance order in the amount of \$320,492.00, to pay for the work to be done by N & P Engineering, Architecture & Land Surveying, PLLC, Consulting Engineers, and/or its sub-consultants, in connection with said Project; and be it further

REVIEWED BY
OFFICE OF TOWN ATTORNEY
Ralph P. Healey

Resolution No.844-2023

RESOLVED, That the funds for said payment shall be drawn from Account No. DPW H 5197 20000 000 2303 008, Project ID No. 2203HWYDB-04, in the amount of \$320,492.00; and be it further

RESOLVED, That the Town Comptroller is hereby authorized and directed further, 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

OCTOBER 30, 2023

TO: MEMORANDUM DOCKET

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

SUBJECT: ON-CALL ENGINEERING SERVICE REQUEST
RELATIVE TO CIVIL ENGINEERING
AND USE OF SUB-CONSULTANTS
CONTRACT NO. PWC07-22
ACCOUNT NO. DPW H 5197 20000 000 2303 008
PROJECT ID NO. 2303HWYDB-04

The consultant, N&P Engineering, Architecture and Land Surveying, PLLC, has been approved by the Commissioner of Public Works to provide engineering services under On-Call Contract No. PWC07-22 by Resolution No. 739-2021 for the subject project.


Attached is a letter dated August 15, 2023 from N&P Engineering, Architecture and Land Surveying, PLLC regarding the scope of work to be performed in an amount not to exceed \$320,492.00. Services to be performed include preparation of final design documents for the construction of new Highway Administration and Operations buildings, and demolition of the existing 100 Miller Place, Syosset facility.

Attached is an Availability of Funds in the amount of \$320,492.00 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.

Further, the office of N&P Engineering, Architecture and Land Surveying, PLLC requests to utilize, as sub-consultants, East Coast Geoservices, LLC for soil borings, and TDM Consulting Engineer, PC for structural engineering services.

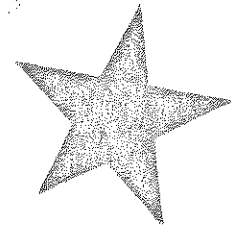
The consultant and sub-consultant's disclosure questionnaires have been reviewed and the Town is satisfied that the Procurement Policy standards have been met.

It is hereby requested that the Town Board authorize, by Resolution, N&P Engineering, Architecture and Land Surveying, PLLC under Contract No. PWC07-22, On-Call Engineering Services Relative to Civil Engineering, and requests that the Comptroller be directed to issue an encumbrance order for this purpose, and that East Coast Geoservices, LLC and TDM Consulting Engineer, PC be authorized as sub-consultants.


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

RWL/MR/lc
Attachments

cc: Steve C. Ballas, Comptroller
John Tassone, Chief Deputy Commissioner/DPW-Highway
PWC07-22 N&P DOCKET DPW FACILITIES FINAL DESIGN





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



Requesting Division/Department

DPW/HIGHWAY

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

Contract Number PWC07-22

Contract Period JANUARY 1, 2022 - DECEMBER 31, 2023

Consultant/Contractor N&P ENGINEERING, ARCHITECTURE & LAND SURVEYING, PLLC

Discipline CIVIL ENGINEERING

Total Authorization \$546,182.00

Resolution No. 739-2021 Date 12/7/2021

Funded To Date \$225,690.00

Amount Requested \$320,492.00

Account To Be Used PRO 45147 3000000 2303008 - 2303400118-01

If Capital Account, State The Related Contract Number: DPW23-281

Description Of Work

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

DESIGN OF NEW FACILITIES TO REPLACE

100 MILLER PLACE HIGHWAY BUILDING

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]

Signature [Signature]

Title CHIEF DEPUTY COMMISSIONER

Title Commissioner of Public Works

Date 9-20-2023

Date 9/25/2023

THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

Amount Requested 320,492.00

Unencumbered Balance 1,563,184.00

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

Yes ☒ No ☐

Signature [Signature]

Date 9/20/23



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. PWC07-22

Contract End 12/31/2023

Commencement Date JANUARY 1, 2023

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

Vendor Name and Address

N&P ENGINEERING, ARCHITECTURE & LAND SURVEYING, PLLC

70 MAXESS ROAD

MELVILLE, NEW YORK 11747

Requesting Town Department DPW/HIGHWAY

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

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

DESIGN OF NEW FACILITIES TO REPLACE

100 MILLER PLACE HIGHWAY BUILDING

This work order shall not exceed \$ \$320,492.00

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

Requesting Division/Department

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

Signature

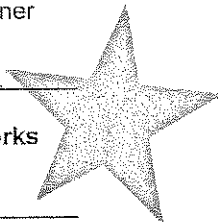
Signature

Title **CHIEF DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS**

Commissioner of Public Works

Date 9-20-2023

Date 9/25/23





August 16, 2023

VIA E-MAIL

Mr. Richard W. Lenz, P.E.
Commissioner of Public Works/Highway
Town of Oyster Bay
150 Miller Place
Syosset, New York 11791

Re: Proposal for Professional Architectural & Engineering Services for
Design of New TOBAY DPW Highway Administration & Operations Buildings
100 Miller Place, Syosset, NY 11791
Tax Map #: 33 – 614 – 35
PWC 07-22 – “On-Call” Civil Engineering
N+P #: 18302

Dear Mr. Lenz:

N&P Engineering, Architecture and Land Surveying, PLLC (“Nelson + Pope” and/or “N+P”) is pleased to be afforded the opportunity to present this proposal for the referenced project for your consideration and look forward to working with you in pursuit and completion of the above referenced project.

N+P will commence its services, in accordance with a mutually agreed project schedule, and the tasks outlined in the Scope of Services, upon receipt of the Town’s standard form of authorization.

For your ease of reference, the proposal is formatted as follows:

- Project Description
- Project Organization
- Project Rate Schedule
- Scope of Services
- Exhibit B – Manpower Table

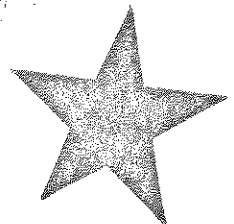
We would like to take this opportunity to express our gratitude for your consideration and add that our technical ability will ensure a successful project. If you have any questions or would like to discuss the proposal, please do not hesitate to contact us.

Sincerely,

N&P Engineering, Architecture and Land Surveying, PLLC

Russell Z. Scott, P.E.
Senior Partner
cc:

N&P Engineering, Architecture and Land Surveying, PLLC
Long Island: 70 Maxess Road, Melville, NY 11747 • 631.427.5665 • nelsonpope.com
NYC: 14 Penn Plaza, 225 West 34th Street, Suite 912, New York, NY 10122



**PROFESSIONAL ARCHITECTURAL & ENGINEERING DESIGN SERVICES FOR
TOBAY DPW HIGHWAY ADMINISTRATION & OPERATIONS BUILDINGS**

100 Miller Place, Syosset, NY, 11791
Tax Map # 33 – 614 – 35

Project Description

It is Nelson + Pope's and N+P's Design Team's (collectively referred to herein as N+P) understanding that Town of Oyster Bay, Department of Public Works (TOBAY DPW) wishes to solicit our professional services for preparation of Construction Documents, Bidding Assistance & Construction Administration Services for the design and construction of two (2) new buildings which will serve as part of the Town's improved Highway Operations Center located at 100 Miller Place, Syosset, N.Y. (the "Site").

Project Organization

Bruce R. Mawhirter, PE, LEED AP will serve as the Senior Project Manager for Nelson + Pope and manager of entire project, specifically overseeing the Site Design portion of the project with necessary oversight and quality assurance provided by Russell Z. Scott, PE.

Ryan C. McGrath, R.A. will serve as the Project Manager for the Building Design portion of the project with necessary oversight by Michael A. Sciara, R.A., LEED AP.

Nelson + Pope anticipates utilizing the following subconsultants on this project, East Coast Geoservices LLC (PO Box 2806, Huntington Station) to perform the soil borings and TDM Consulting Engineer, PC (550 Route 25A, Saint James) to perform the structural work.

Sub

Project Rate Schedule

The consultant fee for the services provided under this proposal will be billed at time rates based on Nelson + Pope's latest billing rate schedule per our On-Call Civil Engineering Contract (PWCO07-22) with the Town of Oyster Bay.

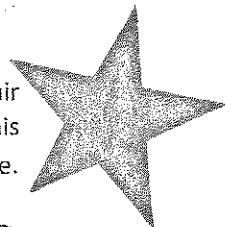
Scope of Work

This scope of work is based upon the accepted building design as part of a previously furnished feasibility study our office prepared under Contract dated 11/29/2021.

In accordance with New York General Municipal Law § 101, aka Wicks Law, when the total cost of a public building exceeds \$1,500,000, in addition to the General Construction, separate prime contracts must be prepared for Plumbing, HVAC and Electrical work, that includes separate drawings, specifications, and cost estimates are required for each contract.

The site is currently occupied by an existing 2-story building which contains administrative & vehicle repair shop functions, facing Miller Place. During our previous feasibility study, N+P determined that this building could not support the proposed functions and the aged building reached the end of its useful life.

N+P



Therefore, the Town has determined to replace the existing building with two (2) new independent structures to serve each function. As part of our scope of work, we will prepare drawings to demonstrate the demolition of the existing building to make the site ready for new construction.

Based upon the approved schematic design floor plans dated July 10, 2023, the first proposed structure on the site will be a 1-Story, 6,000 square feet +/- prefabricated "trailer" to serve as the "Administration Building", supporting the Highway Department's office operations and functions.

Also, based upon the approved schematic design drawings, the second proposed structure on the site will be a ground-up 1-story, 9,000 square feet +/- slab-on-grade building serving the Highway Department's more industrial & workshop functions. This building will be referred to as the "Highway Operations" building. The design assumes a ground-up masonry construction with a steel joist roof framework.

The Fees and Scope of Services are defined more specifically as follows:

A. SURVEY PHASE

Will perform a limited topographic survey on a 25-foot grid of the Syosset DPW facility that generally includes Building 100 and its front parking area, and the areas that incorporate the proposed Administration Building and Operations Building. The survey data will be incorporated into the ALTAACSM Survey of the site, previously prepared by Hawkins Webb Jaeger, dated March 2013. An updated survey incorporating the new field data will be prepared and used as the Base Map for the site and architectural drawings.

B. GEOTECH & BORING PHASE

Soil Borings

Utilize a 9580-D Power Probe drill rig equipped with a 5,000 foot/lbs. auger head to advance 4 1/4 inch hollow stem augers to the desired depth. Soil samples will be collected utilizing a spilt spoon sampler and an auto drop hammer at the locations specified by the Site Engineer. The following provides details regarding the boring requirements:

- Four (4) soil borings will be completed to a depth of twenty (20) feet. All borings will have blow counts collected from the top ten (10) feet and every five (5) feet, thereafter, using a 140 lb. auto drop hammer to drive the twenty-four (24) inch long, two (2) inch diameter (1 3/8" ID) spilt spoon in order to obtain blow counts and a soil sample for classification purposes.
- If water is encountered, the depth to water will be recorded.
- Site and boring locations are to be staked out and cleared by the client to allow truck mounted drilling equipment access to the boring locations prior to the schedule date of the proposed work. ECG will also call the One Call Center to request a mark-out.
- All utilities on the site will be identified by client prior to commencement of any on-site drilling.

- All borings will be backfilled with soil cuttings upon completion of the boring unless instructed otherwise.

Upon completion of the soil borings, boring logs will be provided describing the soil classification of the material obtained and the blow counts for each boring location. The boring logs will be provided to the geotechnical engineer in order for the engineer to complete the report.

Geotechnical Engineering Report

Once the borings are completed, a Geotechnical Engineering Report that provides an interpretation of soil bearing strengths, recommendation for type of foundation, and recommendation of seismic design factors in accordance with the New York State Building Code will be prepared.

Geotechnician On-site

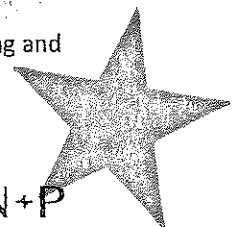
A Geotechnician will be on-site to observe the soil borings and assist in classifying the soils as required in Section 1803.4 of the 2015 International Building Code. Specifically, the code indicates: *"The registered design professional shall have a fully qualified representative on site during all boring or sampling operations"*.

C. CIVIL/SITE ENGINEERING PHASE

Civil/Site Engineering

The Site Plan documents will incorporate the final building footprints provided by the project architect. N+P will prepare detailed site engineering plans which will include the following:

- **Alignment and Materials Plan:** Will depict the proposed geometric layout and dimensional requirements to locate the proposed Highway Operations and Administration buildings, pavement, landscape areas, and associated site amenities. Existing adjacent buildings will be shown on this plan as needed to establish proper alignment relative to existing buildings and other site improvements, based on the dimensions and footprints provided by the surveyor.
- **Grading and Drainage Plan:** Will depict proposed site grading, storm drainage system layout and calculations for storm drain design. We anticipate that stormwater drainage for the new buildings and associated site area will connect to the existing on-site system.
- **Site Utilities Plan:** Will utilize the site utility plan and survey information to depict existing utility service locations to support the proposed buildings, including domestic water and fire service, sanitary sewers, natural gas and conduit for telephone, cable and electric services as necessary, as well as pipe size and inverts for storm and sanitary systems. Load letter information, if needed by the utility providers shall be provided by the project MEP/FP engineer.
- **Site Lighting Plan:** Will depict general site lighting locations and specifications (based on lighting fixtures selected by the Town and N+P, based on a photometric analysis. Electrical design to power and control the lighting will be provided by the project electrical engineer.
- **Site Landscape Plan:** Will prepare a site landscape plan envisioned to be foundation planting and possibly trees. The plan will include a complete list of plant species, size and location of plantings and planting details and specifications as required.



- Site Details, including site-specific, Town and County standard details for the various pavement types, storm drainage improvements, utilities and other site improvements.
- Erosion and Sediment Control Plan and Details in compliance with the New York State Standards and Specifications for Erosion and Sediment Control. The Erosion and Sediment Control Plan will include Design of detailed erosion and sediment control measures, with the necessary details and information on construction activities and sequencing.

Preparation of the plans outlined herein will include coordination with project team members and preparation of the necessary permit applications for submission to the Town, County, and other associated agencies.

3.0 Sanitary Sewer Connection Plan

As the project will be connected to the existing on-site sanitary sewers, our services will include the preparation of plans for a commercial sewer connection for submission to the Town of Oyster Bay and Nassau County Department of Public Works. For the purposes of this proposal, it is presumed that this building will not require a grease trap.

D. ARCHITECTURAL DESIGN PHASE

1. **Existing Condition Surveys & Plans:** Our team will conduct a site visit to accurately measure the existing maintenance building slated for demolition. Utilizing these measurements, we will generate the base floor plan drawing(s) for the project. These drawings will serve as the basis for the development of the project. During this site visit, we will also comprehensively document any existing building systems that may be visually discernable which may be impacted by the proposed scope of work.
2. **Conceptual Design:** N+P assumes the previously approved schematic design plans furnished under separate contract will not be significantly altered. N+P will refine the approved conceptual architectural design plans further in the following manner:
 - a. Identify the governing building and life safety codes and demonstrate how they may impact the project. An examination of site-specific data, drawings and specifications will be conducted to assist in the preparation of the construction documents. We will discuss with you how these codes may affect the project.
 - b. One (1) meeting with representatives of the Town to review the previously approved floor plans to ensure the plan satisfies all project requirements. Key personnel will be interviewed to determine the spatial requirements, including work "flow", equipment planning, etc.
 - c. Prepare 2D AutoCAD architectural floor plan drawings of the proposed building. Two (2) revisions for each plan are anticipated and included in this proposal.
 - d. Prepare 2D AutoCAD architectural elevation drawings of the exterior of each building. Building scale, height and materials will be represented. We will refine the selected design concept until it meets your requirements. Two (2) revisions to the selected exterior elevation design drawings are anticipated and included in this proposal.

- e. Prepare color-rendered 2D exterior elevations of the approved design concept.

Note: These drawings will be necessary to convey the final design intent for bid documents. However, the Conceptual design documents are not intended for submission for the issuance of a building permit or for use as construction documents.

3. Construction Documents (Administration Building):

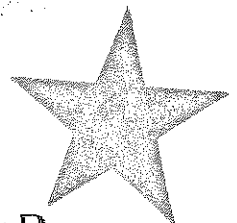
Prepare drawings for bidding purposes as required to support the approved prefabrication vendor. N+P assumes that construction drawings of the prefabricated trailer units are excluded and will be provided by the selected vendor. Our services will specifically include the following:

- Coordination of Town approved schematic floor plans, for use by the pre-fabrication vendor.
- Coordination of exterior building façade/elevation drawings documenting the exterior design of the prefabricated unit. We will coordinate any proposed signage with the Town, to be installed by others.
- Provide assistance in coordinating with Town contracted radio communications vendor for radio tower relocation. N+P assumes the design and contract will be provided by approved vendor.
- Technical specifications will be provided in book form.

4. Construction Documents (Highway Operations):

Based upon the approved conceptual design drawings in Task 2, we will prepare construction documents necessary for bidding and construction. These documents will include, but not limited to the following drawings:

- Construction floor plans;
- Reflected Ceiling plans and details;
- Roof plans, including drainage, parapet details and related construction details.
- Exterior building façade/elevation drawings depicting and detailing the exterior finish system, storefront and proposed signage.
- Cross-sections through the building delineating the structural system and building construction.
- Schedules and specifications of exterior/interior finishes, windows, and door hardware
- COMCheck report demonstrating compliance with NYS Energy Conservation Code for building envelope.
- Technical specifications will be provided in book form.
- All drawings will be signed and sealed by a NYS registered architect.



- Interior Design is not included but can be provided as an additional service if requested. N+P will provide a basic finish schedule for bidding purposes.

5. Demolition Documents (Existing Highway Operations Building):

We will prepare construction drawings to demonstrate the demolition of the Existing Highway Operations Buildings. These drawings will include, but not limited to the following:

- Demolition floor plans;
- Technical specifications will be provided in book form.
- All drawings will be signed and sealed by a NYS registered architect for submission to Town.

E. MEP ENGINEERING PHASE

Building Systems

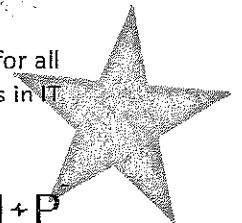
Note: The services listed below are specifically included for the Highway Operations Building. It is understood that all systems concerning the Administration Trailers will be devised and furnished by the endorsed Pre-Fabrication Vendor. However, N+P will be responsible for designing the necessary services up to the point of connection with the pre-fabricated trailers.

HVAC Design: Prepare plans for heating, cooling, and ventilation systems for the building to meet the loads calculated by a heating and cooling energy model that we will prepare. The design will focus on energy efficiency and occupant comfort throughout, and the energy efficiency of all systems and insulation will meet or exceed the requirements of the Energy Conservation Code. Mechanical ventilation and exhaust systems will be in conformance with the Mechanical Code and its referenced standards to provide good indoor air quality.

For the purposes of this proposal, we assume that the HVAC system will include heating and ventilation units only for the Highway Operations Building. The break room will feature a slit system air-source heat pump for cooling in that space.

Power Plan: Prepare plans for distribution of power to all systems, equipment, lighting and controls, and receptacles. We will size and specify a new electrical service, including the service entrance panel and metering equipment. We will coordinate with the Utility for service availability and prepare an electrical load letter for submission by the licensed electrical contractor to utility for connection of the new service. We will size and specify all feeders, branch circuits, and any required subpanels, safety switches, wiring devices, etc.

Communications and Data Plan: Prepare plans for low voltage cabling and terminations for all telecommunications and security cameras throughout the building, as well as patch panels in IT



rooms. We will specify all horizontal copper communications cabling. We assume that all networking equipment will be by others.

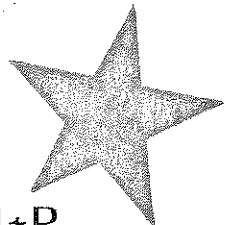
Plumbing Plan: Prepare plans and risers for domestic water distribution and sanitary waste throughout the building including hot and cold water piping systems, water heating equipment, and sanitary waste, drain, and vent piping, and roof drainage. We will size and specify the domestic water service pipe, and we will prepare applications to the Authority Having Jurisdiction for cross connection control approval of any new cross connection control device(s) installed within the building. We will also prepare plans and risers for fuel gas piping to all gas-fired heating and hot water equipment and appliances. We will coordinate with the Utility for service availability and metering layout, and we will prepare a gas load letter for submission by the licensed plumbing contractor to the utility for connection of the new service.

Fire Alarm Plan: Prepare plans for a fire alarm system in accordance with the local building code and NFPA 72. The plans will include the general layout of all devices and panels for building permit and bidding purposes, as well as a sequence of operations.

The Fire Alarm Contractor will be responsible for the preparation of fire alarm plans and calculations for application to the Fire Marshal for a permit to construct. As this occurs after bidding and award, we recommend that the Owner include a force bid contingency allowance or allocate an additional budget for any changes that may be required by the Fire Marshal.

Fire Sprinkler Plan: Prepare plans for a fire sprinkler system for the Highway Operations Building accordance with the local building code and NFPA 13, as well as a standpipe system in accordance with NFPA 14. The Administration Building is assumed to be a Type B occupancy with no fire sprinkler. The plans will include the general layout of the alarm valve, distribution piping, all sprinkler heads and control valves for building permit and bidding purposes. We will size and specify the fire sprinkler service pipe and prepare plans for a new cross connection control device. We will prepare applications to the water utility for cross connection control approval.

The Fire Sprinkler Contractor will be responsible for the preparation of fire sprinkler plans and calculations for application to the Fire Marshal for a permit to construct. As this occurs after bidding and award, we recommend that the Owner include a force bid contingency allowance or allocate an additional budget for any changes that may be required by the Fire Marshal.



F. STRUCTURAL ENGINEERING PHASE

1. **Structural Engineering:** Structural engineering drawings will be provided for bidding and construction purposes for both the Administrative Building and the Highway Operations Building. It is assumed that the Administrative Building will only require a slab on grade pad design and the facility itself will be designed by the selected pre-fab vendor. Our services will specifically include the following:

- Determine design criteria based on the new 2020 New York State Building Codes, the authorities having jurisdiction and project requirements.
- Determine dead and live load for specific occupancy areas.
- Provide foundation plans for the new reinforced slab on grade, including specification of reinforcing, walls, and footings, based on geotechnical report findings provided by others. It is assumed that the building will be constructed of masonry exterior bearing walls supported by conventional foundation walls on spread footings.
- Prepare roof framing plans to indicate size and spacing of bar joists and connection details.
- Provide roof dunnage as needed for support of any rooftop HVAC equipment.
- Prepare Mezzanine framing plans for the locations indicated within the Highway Operations Building.
- Prepare slab plan and design for the pre-fabricated Administration Building.

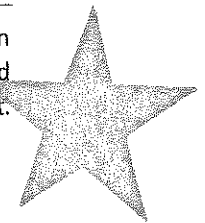
ARCHITECTURAL, STRUCTURAL & BUILDING DESIGN - EXCLUSIONS

Unless specifically included above, the following items are not in the scope of services:

- *Construction drawings and detailing of pre-fabricated trailer units.*
- *Interior Design Services.*
- *LEED Design and Related Services.*
- *All Municipal Fees or outside service Fees (paid by Owner).*
- *Filings with Fire Marshal.*
- *Design and Filings for backflow prevention devices.*
- *Design of Fire Alarm & Fire Sprinkler.*
- *Remedy of any pre-existing violations or non-conforming structures.*

E. PERMIT PHASE

Upon completion of the construction drawings, N+P will sign/seal the completed construction drawings by a NYS-licensed design professional. We will prepare and submit applications and documents necessary for submission to the Town of Oyster Bay for processing of a building permit.



N+P will revise drawings accordingly based upon any plan review comments that may be received to bring drawings into conformance with AHJ standards and requirements.

- Research of Town records for complete site history including current legal use, previous approvals, etc.
- Preparation, coordination & compiling of all necessary TOBAY general construction and mechanical permit applications, drawings, reports, and submission of complete package to TOBAY via the online portal.
- Attendance of up to one (1) plan examination appointment, as necessary.
- Obtain and transmit permits/approvals to appropriate parties.
- Coordination of final sign off documents upon completion of all work and inspections, and submission to TOBAY for Certificate of Completion.

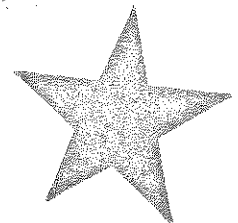
F. BID PHASE SERVICES

Note: N+P assumes that although separate bids will be submitted both the Administrative Building and Highway Operations building these will both be bid simultaneously.

1. Preparation of the Invitation to Bid and Bid Form as well as incorporation of all specifications, drawings and other related documents for a complete bid package.
2. Coordinate and attend one (1) mandatory pre-bid walkthrough with prospective bidders to familiarize themselves with the project site.
3. Coordinate with design team and respond to all contractor requests for information (RFI's).
4. Provide bid leveling of all bids received. Vet through scope and exclusions to narrow bid field to the lowest two qualified bids. Meet with the owner and the low bidders for final scoping and contractor confirmation of the entire project scope.
5. Work with Town on issuance of Letter of Intent and then Contract documents to the successful bidder.

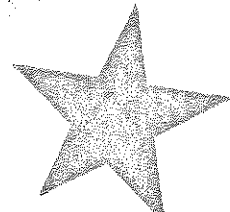
TOTAL COMPENSATION

Fee per attached schedule - \$320,492



Proposal for Professional AE Services for
Proposed TOBAY DPW Highway Admin & Operations Buildings
100 Miller Place, Syosset

| DESCRIPTION | SENIOR PARTNER ENGINEER | SR PROJECT MANAGER | SENIOR ENGINEER | PROJECT ENGINEER | PARTNER - MEP | PROJECT ENGINEER - MEP | PROJECT ENGINEER | SENIOR PARTNER ARCHITECT | SR PROJECT MANAGER | Sr. ARCHITECT | DIRECTOR OF CONST. ADMIN | ASSIST. PROJECT MANAGER | JOB CAPTAIN | PRINCIPAL - STRUCTURAL | ENGINEER - STRUCTURAL | PROJECT COORDINATOR | SURVEY PROJECT MANAGER | SR. CAD/GIS SPECIALIST | PARTY CHIEF II - FIELD | INSTRUMENT PERSON II - FIELD | TASK TOTAL HOURS | Fee |
|---------------------------------|-------------------------|--------------------|-----------------|------------------|---------------|------------------------|------------------|--------------------------|--------------------|---------------|--------------------------|-------------------------|-------------|------------------------|-----------------------|---------------------|------------------------|------------------------|------------------------|------------------------------|------------------|--------------|
| A SURVEY PHASE | | | | | | | | | | | | | | | | | | | | | | |
| Survey Phase | | | | | | | | | | | | | | | | | | | | | | |
| B GEOTECH & BORING PHASE | | | | | | | | | | | | | | | | | | | | | | |
| Geotech & Boring Phase | | | | | | | | | | | | | | | | | | | | | | |
| C CIVIL/SITE ENGINEERING PHASE | | | | | | | | | | | | | | | | | | | | | | |
| Civil/Site Engineering Phase | 24 | 108 | 48 | 264 | | | | | | | | | | | | | | | | | | |
| D ARCHITECTURAL DESIGN SERVICES | | | | | | | | | | | | | | | | | | | | | | |
| Architectural Design Phase | 12 | 40 | | | | | | 54 | 325 | 110 | 48 | 558 | | | | 16 | | | | | | |
| E MEP ENGINEERING PHASE | | | | | | | | | | | | | | | | | | | | | | |
| MEP Engineering Phase | | 4 | | | 24 | 112 | 196 | | | | | | | | | 12 | | | | | | |
| F STRUCTURAL ENGINEERING PHASE | | | | | | | | | | | | | | | | | | | | | | |
| Structural Engineering Phase | | 4 | | | | | | | 6 | | | | | 30 | 80 | 2 | | | | | | |
| G PERMIT PHASE | | | | | | | | | | | | | | | | | | | | | | |
| Permit Phase | | | | | | | | 4 | 8 | | | | 18 | | | 4 | | | | | | |
| H BID PHASE SERVICES | | | | | | | | | | | | | | | | | | | | | | |
| Bid Phase Services | 6 | 10 | | | 2 | 4 | | 4 | 10 | 24 | | 20 | | | | 36 | | | | | | |
| Total Hours | 42 | 168 | 48 | 264 | 26 | 116 | 196 | 62 | 349 | 134 | 48 | 596 | 30 | 80 | 82 | 8 | 16 | 12 | 12 | | 2209 | \$320,492.00 |



Meeting of December 7, 2021

Resolution No. 739-2021

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 Civil Engineering was issued in accordance with the specifications contained in Contract No. PWC07-22, 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, eighteen (18) 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 N & P Engineering, Architecture & Land Surveying, PLLC, LiRo Engineers, Inc., Lockwood, Kessler & Bartlett, Inc., D & B Engineers and Architects, DPC, Nassau Suffolk Engineering & Architecture, PLLC, Hirani Engineering & Land Surveying, P.C., AECOM USA, Inc., de Bruin Engineering, P.C. and H2M Engineers & Architects; and

WHEREAS, Commissioner Lenz, by said memorandum, requested Town Board authorization for the Department of Public Works to enter into Contract No. PWC07-22, On-Call Engineering Services Relative to Civil Engineering, with N & P Engineering, Architecture & Land Surveying, PLLC, LiRo Engineers, Inc., Lockwood, Kessler & Bartlett, Inc., D & B Engineers and Architects, DPC, Nassau Suffolk Engineering & Architecture, PLLC, Hirani Engineering & Land Surveying, P.C., AECOM USA, Inc., de Bruin Engineering, P.C. and H2M Engineers & Architects, for a two (2) year term, commencing on January 1, 2022 through December 31, 2023; and

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

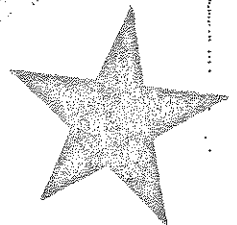
NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved and the Department of Public Works is hereby authorized to enter into Contract No. PWC07-22, On-Call Engineering Services Relative to Civil Engineering, with N & P Engineering, Architecture & Land Surveying, PLLC, LiRo Engineers, Inc., Lockwood, Kessler & Bartlett, Inc., D & B Engineers and Architects, DPC, Nassau Suffolk Engineering & Architecture, PLLC, Hirani Engineering & Land Surveying, P.C., AECOM USA, Inc., de Bruin Engineering, P.C. and H2M Engineers & Architects, 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



Meeting of November 14, 2023

Resolution No.845-2023

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated October 30, 2023, advised that the Department of Public Works issued a Request for Proposals to forty-one (41) firms for Contract No. H23-267, Highway Improvements to the Nassau Shores Area, Massapequa, New York; and

WHEREAS, Commissioner Lenz, by said memorandum, further advised that notice of the RFP was also posted on the Town's website; and

WHEREAS, Commissioner Lenz, by said memorandum, further advised that fifteen (15) responses were received and in compliance with the Town's Procurement Policy, the fifteen (15) proposals were reviewed and evaluated by a selection committee based upon the technical merits of the responses; and

WHEREAS, Commissioner Lenz, by said memorandum, further advised that after review of the preliminary recommendations of the Division of Engineering and in conjunction with the current workload, LiRo Engineers, Inc., 235 East Jericho Turnpike, Mineola, New York 11501, was selected to perform engineering services under Contract No. H23-267, to be performed in two (2) phases, including the Design Phase in the amount of \$306,000.00 and subsequently the Bid and Construction Phase in the amount of \$355,000.00, and requested Town Board authorization for LiRo Engineers Inc. to perform the work under Contract No. H23-267, and authorization for RLT Engineering, Geology and Land Surveying, P.C. and Universal Testing & Inspection Services to serve as sub-consultants; and

WHEREAS, Commissioner Lenz, by said memorandum, further requested Town Board authorization for the Design Phase of Phase 1, in the amount of \$306,000.00, to proceed with funds to be drawn from Account No. DPW H5197 20000 000 2303 008, Project ID No. 2203 HWYDB-03; and

WHEREAS, the disclosure questionnaires of the proposed consultant and sub-consultants have been reviewed and have satisfied the Town's Procurement Policy,

NOW, THEREFORE, BE IT RESOLVED, That the requests and recommendations as hereinabove set forth are accepted and approved, and Contract No. H23-267, Highway Improvements to the Nassau Shores Area, Massapequa, New York is awarded to LiRo Engineers, Inc., 235 East Jericho Turnpike, Mineola, New York 11501, with further authorization for the use of RLT Engineering, Geology and Land Surveying, P.C. and Universal Testing & Inspection Services, to serve as sub-consultants; and be it further

RESOLVED, That the Design Phase of Phase 1 be authorized to proceed in an amount not to exceed \$306,000.00, in accordance with the provisions herein, and the Town Supervisor, or his designee, is hereby authorized and directed to execute documents accordingly; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. Account No. DPW H5197 20000 000 2303 008, Project ID No. 2203 HWYDB-03; and be it further

Reviewed By
Office of Town Attorney

RESOLVED, That the Town Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed \$306,000.00, upon presentation of a duly certified claim, after audit.

-#-

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

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

35

845

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

OCTOBER 30, 2023

TO: MEMORANDUM DOCKET

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

SUBJECT: DESIGN, BID AND CONSTRUCTION PHASE ENGINEERING SERVICES
AND USE OF SUB-CONSULTANTS
HIGHWAY IMPROVEMENTS TO THE NASSAU SHORES AREA, MASSAPEQUA
CONTRACT NO. H23-267
ACCOUNT NO. DPW H5197 20000 000 2303 008
PROJECT ID NO. 2303HWYDB-03

On May 10, 2023 the Department of Public Works issued "Requests for Proposals" to forty-one (41) firms in addition to a posting in on the Town website which generated an additional three (3) requests for the solicitation documents, in accordance with the approved procurement procedure. On June 1, 2023 the Division of Engineering had received fifteen (15) responses which were reviewed and evaluated by a selection committee based on the technical merits of the responses. Related support documentation is on file in the Division of Engineering.

The Commissioner of Public Works, after review of the Division's preliminary recommendations and in conjunction with the current workload, has selected LiRo Engineers, Inc. to perform the work. The evaluation and selection process was performed in compliance with the requirements of Guideline 9 of the Town of Oyster Bay Procurement Policy.


This project will be conducted in two phases. The total fee for engineering services relative to Phase 1, as negotiated and based upon the scope of work as detailed in the RFP document, is \$661,000.00, comprised of \$306,000, relative to the Design Phase, and \$355,000.00 for the Bid and Construction Phase, as stated in the attached letter from consultant, dated October 17, 2023, noting that the survey portion of the work shall encompass both phases. 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.

At this time the Division of Engineering is requesting that only the design phase of Phase 1, in the total amount of \$306,000.00 be authorized. Funds are available to satisfy these engineering services in Account No. DPW H5197 20000 000 2303 008, Project ID No. 2303HWYDB-03. Authorization for the bid and construction of Phase 1, and engineering services for Phase 2, will be requested at a later date.

Further, the office of firm requests the use of RLT Engineering, Geology and Land Surveying, P.C., as sub-consultant for survey services, and Universal Testing & Inspection Services, Inc. as sub-consultant, for geotechnical investigation services.

The Town has reviewed the proposed consultant and sub-consultant's disclosure questionnaires and is satisfied that the Procurement Policy has been fulfilled.

It is hereby requested that the Town Board authorize, by resolution, LiRo Engineering, P.C. to perform engineering services relative to the Design, Bid and Construction Phase Engineering Service for Contract No. H23-267, and that RLT Engineering, Geology and Land Surveying, P.C. and Universal Testing & Inspection Services, Inc. be authorized as sub-consultants.

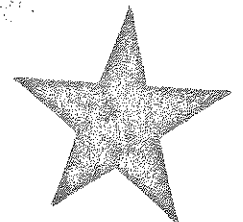


RICHARD W. LENZ, P.E.
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

RWL/JCT/MR/lk
Attachment

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

H23-267 DOCKET AWARD LIRO & PHASE 1 DESIGN FEE





LiRo Engineers, Inc.

A LiRo Group Company

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

Rev.01 October 17, 2023

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

Highway Improvements to the Nassau Shores Area – Phase 1, Massapequa
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 to the Nassau Shores Area – Phase 1 in Massapequa, NY. The project consists of two (2) phases comprised of a total of 3.22 miles of roadway. Approximately 1.84 miles of roadway will be constructed in Phase 1 and approximately 1.38 miles of roadway will be completed in Phase 2.

Project Understanding

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 for the entire project area (Phase 1 and 2) will be prepared by RLT Engineering, Geology, and Land Surveying, P.C. will be incorporated for design for Phase 1. LiRo will design and prepare construction bid documents for Phase 1 as part of this scope of work. LiRo will deliver the scope of work through the following phases and tasks:

Technical Approach

1) Topographic Survey

- Survey & Mapping of visible natural and artificial features within the subject project limits.
- Conduct an 811 request. Visible utilities will be located and identified.
- Opening of drainage and sanitary structures to identify inverts.
- Horizontal coordinates will be in NAD 83 coordinates or the New York State Datum Long Island Zone, per Town request.
- Elevations recorded in vertical datum NAVD 88.
- Contours plotted at one-foot intervals.

2) Pavement Cores and Soil Borings

LiRo is proposing to utilize Universal Testing & Inspection Services, Inc. as the subconsultant for geotechnical investigation including sampling of soils for classification, blow counts, groundwater





detection, and in situ soil percolation test. Pavement cores will be taken selectively to assist in determining asphalt pavement restoration methods.

- Conduct up to four (4) soil borings to a depth of 22'. Soil sampling will be continuous to 12' deep and then every 5' thereafter.
- Conduct up to four (4) percolation tests at 24" below ground surface.
- Conduct up to twenty-four (24) coring samples to evaluate the condition of the asphalt.
- Conduct soil or asphalt core testing to evaluate the condition of the in-situ field conditions for design purposes.
- Provide a soil boring log and summary of testing results.

3) Preliminary Design

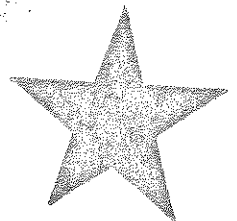
- Supervise Universal's sitework under Task 2 and retrieve samples.
- Prepare roadway grading plans.
- Prepare roadway construction plans.
- Prepare typical sections, erosion and sediment control details, and miscellaneous typical details.
- Prepare technical specifications and work items.
- Perform 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 Liberty Utilities.

4) Final Design

- Finalize roadway grading plans.
- Finalize roadway construction plans.
- Finalize typical sections, erosion and sediment control details, and miscellaneous typical details.
- Preparation of the NYSDEC Notice of Intent and Stormwater Pollution Prevention Plan (SWPPP), in accordance with Section 204 of the Town of Oyster Bay Town Code;
- 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.
- Secure the necessary tidal wetlands permits from NYSDEC.
- Utility coordination with known utilities such as PSE&G, National Grid, and Liberty Utilities.
- Utility notification and coordination on planned utility upgrades, improvements, or offsets.
- Prepare bid-ready construction plans and specifications.
- Prepare engineer's opinion of probable cost for construction.

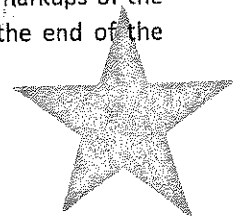
5) Bid, Construction Administration and Inspection Services

- 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 correspondence.
- 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. **Estimated construction duration is 5 months, equating to 21 weeks of inspection.**
- 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 Town 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) sidewalk replacement and driveway restoration limits.
- Prepare quantity increases/decreases with the Resident Project Representative after substantial completion.
- Develop punch list and closeout documentation.
- Prepare recommendations for warranted actions during the one-year maintenance period and forward on any available GIS information.
- A Conformed Set of drawings will be prepared based on the Contractor redline markups of the completed construction indicating any field changes. This will be provided at the end of the Phase, upon request.
- Prepare a Final Certification of the Project.





6) Material Sampling and Testing

LiRo will 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 for Phase 1

| | | |
|--|------------|---------------|
| 1) Topographic Survey (Phase 1 + Phase 2) | \$ 130,000 | } \$ 306,000. |
| 2) Pavement Cores and Soil Borings – Universal Testing | \$ 25,000 | |
| 3) Preliminary Design | \$ 96,000 | |
| 4) Final Design | \$ 55,000 | |
| 5) Bid, Construction Administration, and Inspection Services | \$ 325,000 | |
| 6) Material Sampling and Testing – Universal Testing | \$ 30,000 | |

We are requesting authorization in the amount of **\$661,000.00** not to exceed for performance of the services outlined above.

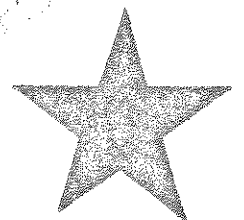
Please review and feel free to contact me at koklanosp@liro.com or (516) 636-3725 with any questions or comments. We look forward to supporting the Town and appreciate your consideration of LiRo for this opportunity.

Very truly yours,

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

cc: Matthew Russo, PE, TOB
Daniel Loscalzo, PE, LiRo

\\server05\Design\Proposals\CS-1772 Town of Oyster Bay - Nassau Shores\Working Files\TOB Nassau Shores Phase 1 - Funding Proposal for Engineering Design
Services_2023.10.17.doc



Meeting of November 14, 2023

Resolution No.846-2023

WHEREAS, by Resolution No. 575-2022, adopted on August 9, 2022, the Town Board authorized Cameron Engineering & Associates, L.L.P. to provide engineering services for the design phase of Contract No. DPW22-229 Firemans Field Green Infrastructure Improvements, Oyster Bay, for a total fee of \$249,300.00; and

WHEREAS, upon award of the construction contract, this authorization had a balance of \$95,363.87 and these funds have been utilized to commence with the necessary Construction Phase services; and

WHEREAS, Steven Feihel, Senior Civil Engineer, Cameron Engineering & Associates, L.L.P., by letter dated September 26, 2023, requested additional funding for the completion of the Construction Phase and to provide funding for maintenance period services in the total amount of \$122,870.00; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum October 30, 2023, advised that the project shall 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 full receipt of same; and

WHEREAS, Commissioner Lenz, by said memorandum, further advised that funds for this initiative will be in accordance with the guidelines set forth by the New York State Office of the Comptroller; and

WHEREAS, the Town has reviewed the proposed vendor's questionnaire, and is satisfied that the Town of Oyster Bay Procurement policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and Cameron Engineering & Associates, LLP shall be authorized to perform construction phase services relative to Contract No. DPW22-229.

-#-

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

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

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

OCTOBER 30, 2023

TO: MEMORANDUM DOCKET

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

SUBJECT: AUTHORIZATION OF ENGINEERING FEES
FIREMANS FIELD GREEN INFRASTRUCTURE IMPROVEMENTS, OYSTER BAY
CONTRACT NO. DPW22-229

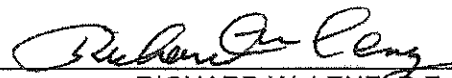
Resolution No. 575-2022 of the meeting of August 9, 2022 authorized Cameron Engineering & Associates, L.L.P. to provide engineering services for the design phase of Contract No. DPW22-229, for a total fee of \$249,300.00. Upon award of the construction contract, this authorization had a balance of \$95,363.87, and these funds have been utilized to commence with the necessary Construction Phase services.

At this time additional funding is requested for the completion of the Construction Phase and to provide for maintenance period services, as stated in the attached letter from Cameron Engineering & Associates, LLP, dated September 26, 2023, in the total amount of \$122,870.00. Overall construction related services fees will amount to \$218,233.87.

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 consultant'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, Cameron Engineering & Associates, LLP to perform construction phase services relative to Contract No. DPW22-229.



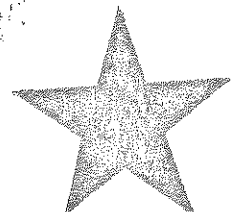
RICHARD W. LENZ, P.E.
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

RWL/MR/CC/lk

Attachment

cc: Steven C. Ballas, Comptroller

DPW22-229 Authorize Construction Phase Service Fees





CAMERON ENGINEERING

an IMEG company

September 26, 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
CE 3257

Dear Mr. Russo:

In accordance with the Town of Oyster Bay Resolution No. 575-2022 Cameron Engineering & Associates, an IMEG Company (Cameron Engineering) had been authorized for the Design Phase of the subject project, with the fees for the Construction Phase to be authorized at a later date, following the completion of the Design Phase. Surplus funding from the Design Phase allowed for inspection services to commence without additional funding.

Our office is hereby requesting the authorization for the completion of the Construction Phase for this project. We have revised the original requested authorization amount to account for the following:

1. The continued use of the remaining Design Phase fee, applied to the Construction Phase task
2. The reduced construction contract duration to 120 calendar days

The requested authorization is for the following:

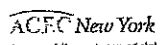

1. Construction Phase - \$105,100
2. 1-Year On-call Maintenance Services - \$17,770

Should you have any questions or require additional information, please do not hesitate to contact our office.

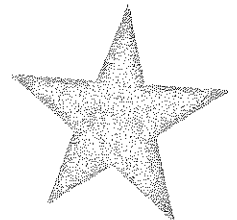
Very truly yours,

Steven Feihel, P.E.
Senior Civil Engineer

K:\C3250-3299\CE3257 - TOB Firemans Field\Town of Oyster Bay\20230925_CA Authorization Request\20230925_Request for CA Authorization.doc

Active Member of  

177 Crossways Park Drive, Woodbury, NY 11797 / (516) 827-4900 1411 Broadway, Suite 610, New York, NY 10018 / (212) 324-4000
303 Old Tarrytown Road, 1st Floor, White Plains, NY 10603 / (914) 721-8300



Meeting of August 9, 2022

Resolution No. 575-2022

WHEREAS, Richard W. Lenz, P.E., Commissioner, Departments of Public Works, by memoranda dated July 25, 2022 and August 1, 2022, advised that on March 28, 2022, a request for proposals ("RFP") was issued to thirty-two (32) firms, in addition to being posted on the Town website, advertised in Newsday and printed in the New York State Contract Reporter, generating an additional nine (9) requests for RFP documents, in connection with Contract No. DPW22-229, Fireman's Field Green Infrastructure Improvements, Oyster Bay; and

WHEREAS, on April 20, 2022, the Division of Engineering received a total of nineteen (19) responses, and following a review and evaluation of all of the responses received, in compliance with the requirements of Guidelines 6 and 9 of the Town of Oyster Bay Procurement Policy, Commissioner Lenz, by said memoranda, requested and recommended that the Town Board authorize Cameron Engineering & Associates, L.L.P., 177 Crossways Park Drive, Woodbury, New York, 11797, to provide engineering services for the design phase of the aforementioned Contract, for a total fee of \$249,300.00, with the fees for the Construction Phase to be authorized upon the completion of the Design Phase, once the final project scope is defined; and

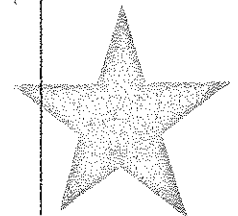
WHEREAS, Michael A. De Giglio, R.L.A., Senior Associate, Cameron Engineering & Associates, L.L.P., by letter dated August 1, 2022, requested to use AK Associates, 100 North Park Avenue, Rockville Centre, New York, 11570, as a sub-consultant, for surveying services, Land, Air, Water Environmental Services, Inc., 32 Chichester Avenue, Center Moriches, New York, 11934, as a sub-consultant for geotechnical services, and Land Use Ecological Services, Inc., 570 Expressway Drive South, Suite 2F, Medford, New York, 11763, as a sub-consultant for wetland demarcation, in connection with the aforementioned project; and

WHEREAS, Commissioner Lenz, by said memoranda, requested Town Board authorization to permit Cameron Engineering & Associates, L.L.P., to use AK Associates, as a sub-consultant for surveying services, Land, Air, Water Environmental Services, Inc., as a sub-consultant for geotechnical services, and Land Use Ecological Services, Inc., as a sub-consultant for wetland demarcation, in connection with the aforementioned project; and

WHEREAS, this project is to be funded in full with use of Coronavirus State and Local Fiscal Recovery Program (SLRF) funding, as provided by the American Rescue Plan Act, and as such, the funds for this initiative shall be utilized in accordance with the guidelines set forth by the Office of the New York State Comptroller; and

WHEREAS, Commissioner Lenz, by said memoranda, has advised that the Office of the Inspector General has reviewed the proposed consultant's and sub-consultants' disclosure questionnaires submitted by the proposed vendors and subcontractors, and has been satisfied that the Town of Oyster Bay Procurement Policy has been fulfilled,

Reviewed By
Office of Town Attorney
Elizabeth A. Faughnan



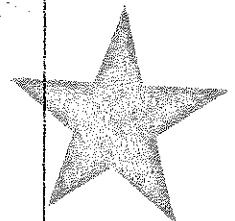
NOW, THEREFORE, BE IT RESOLVED, That the requests and recommendations as hereinabove set forth are hereby accepted and approved, and Cameron Engineering & Associates, L.L.P., is hereby authorized to provide engineering services for the design phase of Contract No. DPW22-229, for a total fee of \$249,300.00, with the fees for the Construction Phase to be authorized upon the completion of the Design Phase, once the final project scope is defined, and to utilize AK Associates, Land, Air, Water Environmental Services, Inc., and Land Use Ecological Services, Inc., as sub-consultants for this project, and be it further

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

-#-

The 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 November 14, 2023

Resolution No.847-2023

WHEREAS, by Resolution No. 181-2023, adopted on March 7, 2023, the Town Board awarded Contract No. HTR23-259, Requirements Contract for Tree Trimming and Tree Removal at Various Locations Throughout the Town of Oyster Bay, Nassau County, New York, to Looks Great Services, Inc., 7 Lawrence Hill Road, Huntington, New York 11743; and

WHEREAS, by Resolution No. 779A-2022, adopted on March 7, 2023, the Town Board adopted the Capital Budget for the calendar year 2023, which designated funds for Highway Department Capital Projects; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated October 26, 2023, requested an increase in authorization in the amount of \$1,000,000.00 for Contract No. HTR23-259, for the calendar year 2023,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Town Board hereby grants an increase in authorization of Contract No. HTR23-259 in the amount of \$1,000,000.00, for the calendar year 2023.

-#-

Reviewed By
Office of Town Attorney

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

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

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

October 26, 2023

TO: MEMORANDUM DOCKET

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


SUBJECT: REQUIREMENTS CONTRACT FOR TREE TRIMMING AND TREE
REMOVAL AT VARIOUS LOCATIONS THROUGHOUT THE
TOWN OF OYSTER BAY
CONTRACT NUMBER HTR23-259

The above subject contract was awarded by Resolution 181-2023, March 7, 2023 to Looks Great Services, Inc. to perform Tree Trimming and Tree Replacement Requirements throughout the Town of Oyster Bay.

In addition the Town Board adopted Resolution No. 779A-2022 within the Capital Budget for the calendar year 2023. That Capital Budget designated funds for the Highway Division Capital Projects.

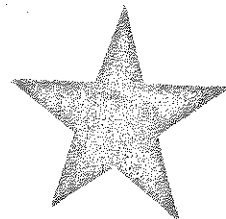
The vendors disclosure questionnaire has been reviewed and the Town is satisfied that the Procurement Policy standards have been met.

It is hereby requested the Town Board approve an increase in authorization in the amount of \$1,000,000.00 for Tree Trimming and Tree Replacement Requirements, contract number HTR23-259 for the remainder of the first year.


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

RWL/jct/lb

C: John C. Tassone, Chief Deputy Commissioner/DPW
Grace Santamaria, Administration



Meeting of November 14, 2023

Resolution No.848-2023

WHEREAS, by Resolution No. 180-2023, adopted on March 7, 2023, the Town Board awarded Contract No. HFR23-258, Requirements Contract for Fence Replacement at Various Locations Throughout the Town of Oyster Bay to The Landtek Group, Inc., 105 Sweeneydale Avenue, Bay Shore, New York 11706 for a period of one year from the date of the award; and

WHEREAS, by Resolution No. 779A-2022, adopted on October 25, 2022, the Town Board designated 2023 Capital Budget funds for Highway Division Capital Projects; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated October 26, 2023, requested Town Board approval of an increase in authorization in the amount of \$1,000,000.00 for Contract No. HFR23-258, Requirements Contract for Fence Replacement at Various Locations Throughout the Town of Oyster Bay for the remainder of the first year; and

WHEREAS, the Town has reviewed the proposed vendor's questionnaire, and is satisfied that the Town of Oyster Bay Procurement policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Town Board authorizes an increase in authorization in the amount of \$1,000,000.00 for Contract Number HFR23-258, Requirements Contract for Fence Replacement at Various Locations Throughout the Town of Oyster Bay for the remainder of the first year is authorized.

-#-

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**

October 26, 2023

TO: MEMORANDUM DOCKET

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


SUBJECT: REQUIREMENTS CONTRACT FOR FENCE REPLACEMENT
AT VARIOUS LOCATIONS THROUGHOUT THE
TOWN OF OYSTER BAY
CONTRACT NUMBER HFR23-258

The above subject contract was awarded by Resolution 180-2023, March 7, 2023 to The Landtek Group, Inc. to perform Fence Replacement Requirements throughout the Town of Oyster Bay.


In addition the Town Board adopted Resolution No. 779A-2022 within the Capital Budget for the calendar year 2023. That Capital Budget designated funds for the Highway Division Capital Projects.

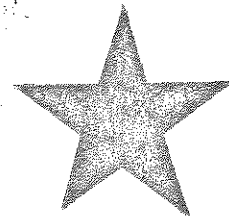
The vendors disclosure questionnaire has been reviewed and the Town is satisfied that the Procurement Policy standards have been met.

It is hereby requested the Town Board approve an increase in authorization in the amount of \$1,000,000.00 for Fence Replacement Requirements, contract number HFR23-258 for the remainder of the first year.


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

RWL/ICT/lb


C: John C. Tassone, Chief Deputy Commissioner/DPW
Grace Santamaria, Administration



WHEREAS, pursuant to public notice, bids were duly solicited, and were regularly received for Contract No. DPW23-266R, Replacement of Staircase at the Sanitation Office, Syosset, New York, and said bids were publicly opened and read; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated October 30, 2023, advised that in compliance with the Town's Procurement Policy, the bid proposals received for Contract No. DPW23-266R were reviewed for the Town by John A. Grillo Architect, P.C.; and

WHEREAS, John A. Grillo Architect, P.C., by letter dated October 25, 2023, recommended the award of Contract No. DPW23-266R to Dicor Construction Inc., 15 Garfield Avenue, Bay Shore, New York 11706, who submitted the lowest responsible bid in the amount of \$165,000.00; and

WHEREAS, as per Town policy, \$8,250.00 should be added to the low bid amount for potential quantity increases, for a total bid encumbrance of \$173,250.00; and

WHEREAS, Commissioner Lenz, by said memorandum, concurred with the recommendation of John A. Grillo Architect, P.C., and recommended the award of Contract No. DPW23-266R, to Dicor Construction Inc., in the bid amount of \$165,000.00 and that \$8,250.00 be applied to the low bid amount for a total bid encumbrance of \$173,250.00; and

WHEREAS, the estimated construction time for completion of the contract is thirty (30) calendar days, with funds to be drawn from Account No. DGS-H-1997-20000-000-1401-001, Project ID No. 1401TWNA-03; and

WHEREAS, Commissioner Lenz, 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 recommendations as hereinabove set forth are accepted, and Contract No. DPW23-266R is awarded to Dicor Construction Inc., in an amount not to exceed \$173,250.00, in accordance with the provisions herein, and the Town Supervisor, or his designee, is hereby authorized and directed to execute documents accordingly; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. DGS-H-1997-20000-000-1401-001, Project ID No. 1401TWNA-03; and be it further

RESOLVED, that the Town Comptroller is hereby authorized and directed to issue a total encumbrance order in a total amount not to exceed \$173,250.00, upon presentation of a duly certified claim, after audit.

-#-

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

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

Reviewed By
Office of Town Attorney

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

October 30, 2023

TO : MEMORANDUM DOCKET

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

SUBJECT: AWARD OF CONSTRUCTION CONTRACT
REPLACEMENT OF STAIRCASE AT SANITATION OFFICE, SYOSSET N.Y.
CONTRACT NO. DPW23-266R
ACCOUNT NO. DGS-H-1997-20000-000-1401-001
PROJECT ID NO. 1401TWNA-03

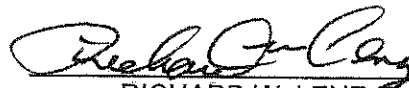
On October 25, 2023, the Division of Purchasing received bids for the subject project and the consulting engineer reviewed the bids. Dicor Construction Inc., submitted the lowest responsive bid among THREE (3) in the amount of \$165,000.00.

Attached is a letter dated October 25, 2023 from the office of John A. Grillo Architect P.C. recommending the award of this contract to Dicor Construction Inc., in the amount of \$165,000.00. In accordance with Town policy \$8,250.00 should be applied to the low bid amount for potential quantity increases for a total bid encumbrance of \$173,250.00.

The estimated construction time for completion of the subject contract is 30 calendar days. Funds are available for the subject contract work in Account No. DGS-H-1997-20000-000-1401-001, Project ID No. 1401TWNA-03.

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

We concur with the recommendation of John A Grillo Architect P.C. and request that Contract No. DPW23-266 Replacement of Staircase at Sanitation Office Syosset, N.Y. be awarded to Dicor Construction Inc., in the total bid amount of \$165,000.00 and that \$8,250.00, be applied to the low bid amount for a total bid encumbrance of \$173,250.00.



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

RWL/MR/JP/ik
Attachments

cc: Steven Ballas, Comptroller
Ralph Raymond, Commissioner of General Services
Daniel Pearl, Commissioner of Sanitation

DPW23-266R REPLACEMENT OF STAIRCASE AT SANITATION OFFICE, SYOSSET N.Y. Award of Construction Contract





TEL: (631) 476-2161

FAX: (631) 476-9846

October 25, 2023

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

RE: Town of Oyster Bay
Replacement of Staircase at Sanitation Office
Contract No.: DP23-266R
Bid No.: PW041-R

Dear Mr. Lenz:

On October 25, 2023, three (3) sealed bids were opened for the work of the above referenced project. We have reviewed the bid list and bid package provided, including the Proposal, Affidavits, Verifications and Qualifications Statement. We recommend award of Contract DP23-266R - Replacement of Sanitation Stairs to Dicor Construction, Inc., 15 Garfield Avenue, Bay Shore, NY 11706. This company is qualified to do the project and presented the lowest bid at \$159,000.00 with the Contract Add/Alternate of \$6,000.00.

If additional information is required, please don't hesitate to contact our office.

Very truly yours,

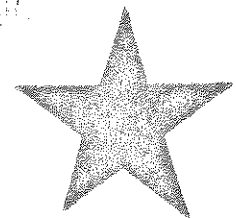


John M. Grillo
Architect

JMG:kw

cc: M. Russo
J. Piscitello

TOB - DP23-266R - Sanitation Office Staircase - Rec Ltr



RESOLVED, That a public hearing will be held before the Town Board, in the Hearing Room, Town Hall, East Building, 54 Audrey Avenue, Oyster Bay, New York, on the 12th day of December, 2023, at 10:00 o'clock a.m., prevailing time, or as soon thereafter as practicable, to consider amending the Code of the Town of Oyster Bay, New York, by adopting a new Local Law entitled, "A LOCAL LAW TO AMEND CHAPTER 246 – ZONING, SECTION 246-4, GENERAL REGULATIONS, AND SECTION 246-5, DISTRICT REGULATIONS, OF THE CODE OF THE TOWN OF OYSTER BAY, AND TO AMEND THE BUILDING ZONING MAP OF THE TOWN OF OYSTER BAY"; and be it further

RESOLVED, That the Town Clerk shall publish a notice of said hearing in the newspapers of general circulation in the Town of Oyster Bay pursuant to the provisions of law.

-#-

OK
Reviewed By
Office of Town Attorney
John M. Haddock

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

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

PUBLIC NOTICE

PLEASE TAKE NOTICE, that pursuant to law, a public hearing will be held before the Town Board, in the Hearing Room, Town Hall, East Building, Audrey Avenue, Oyster Bay, New York, on the 12th day of December, 2023, at 10:00 o'clock a.m., prevailing time, or as soon thereafter as practicable, to consider the following proposed Local Law, entitled "A LOCAL LAW TO AMEND CHAPTER 246 – ZONING, SECTION 246-4, GENERAL REGULATIONS, AND SECTION 246-5, DISTRICT REGULATIONS, OF THE CODE OF THE TOWN OF OYSTER BAY, AND TO AMEND THE BUILDING ZONING MAP OF THE TOWN OF OYSTER BAY." The abovementioned Local Law is on file and may be viewed daily (except Saturday, Sunday and Holidays) between the hours of 9 a.m. and 4:45 p.m., prevailing time, at the Office of the Town Clerk located at Oyster Bay and Massapequa. All persons interested in the subject matter of said hearing shall have an opportunity to be heard in connection with the aforementioned Local Law at the time and place designated herein.

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

Dated: November 14, 2023, Oyster Bay, New York.

DR
Reviewed By
Office of Town Attorney
John M. Salda

TOWN OF OYSTER BAY
Inter-Departmental Memorandum

TO : MEMORANDUM DOCKET

FROM : Office of the Town Attorney

DATE : October 30, 2023

SUBJECT: Proposed Local Law to amend Chapter 246 -- Zoning, of the Code of the Town of Oyster Bay, Section 246-4, General Regulations and to amend the Building Zoning Map of the Town of Oyster Bay.

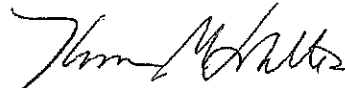
The Town seeks to amend Chapter 246 -- Zoning, of the Code of the Town of Oyster Bay and to amend the Building Zoning Map.

This office has prepared the following items necessary to establish a new local law referenced above:

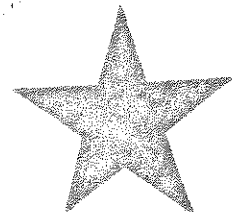
1. Resolution calling for a Public Hearing to be held on December 12, 2023 at 10:00 am;
2. Public Notice; and
3. Proposed legislation.

Kindly place this matter on the November 14, 2023 Town Board action calendar.

FRANK M. SCALERA
TOWN ATTORNEY


Thomas M. Sabellico
Special Counsel

TMS/nb
Attachment



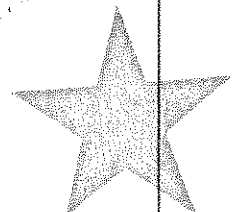
PUBLIC NOTICE

PLEASE TAKE NOTICE, that pursuant to law, a public hearing will be held before the Town Board, in the Hearing Room, Town Hall, East Building, Audrey Avenue, Oyster Bay, New York, on the 12th day of December, 2023, at 10:00 o'clock a.m., prevailing time, or as soon thereafter as practicable, to consider the following proposed Local Law, entitled "A LOCAL LAW TO AMEND CHAPTER 246 – ZONING, SECTION 246-4, GENERAL REGULATIONS, AND SECTION 246-5, DISTRICT REGULATIONS, OF THE CODE OF THE TOWN OF OYSTER BAY, AND TO AMEND THE BUILDING ZONING MAP OF THE TOWN OF OYSTER BAY." The abovementioned Local Law is on file and may be viewed daily (except Saturday, Sunday and Holidays) between the hours of 9 a.m. and 4:45 p.m., prevailing time, at the Office of the Town Clerk located at Oyster Bay and Massapequa. All persons interested in the subject matter of said hearing shall have an opportunity to be heard in connection with the aforementioned Local Law at the time and place designated herein.

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

Dated: November 14, 2023, Oyster Bay, New York.

DAW
Reviewed By
Office of Town Attorney
John M. M...

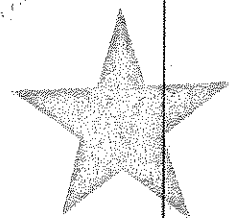


DRS
Reviewed By
Office of Town Attorney
John M. Halko

RESOLVED, That a public hearing will be held before the Town Board, in the Hearing Room, Town Hall, East Building, 54 Audrey Avenue, Oyster Bay, New York, on the 12th day of December, 2023, at 10:00 o'clock a.m., prevailing time, or as soon thereafter as practicable, to consider amending the Code of the Town of Oyster Bay, New York, by adopting a new Local Law entitled, "A LOCAL LAW TO AMEND CHAPTER 246 – ZONING, SECTION 246-4, GENERAL REGULATIONS, AND SECTION 246-5, DISTRICT REGULATIONS, OF THE CODE OF THE TOWN OF OYSTER BAY, AND TO AMEND THE BUILDING ZONING MAP OF THE TOWN OF OYSTER BAY"; and be it further

RESOLVED, That the Town Clerk shall publish a notice of said hearing in the newspapers of general circulation in the Town of Oyster Bay pursuant to the provisions of law.

-#-



Local Law Filing

TOWN of OYSTER BAY

Local Law No. _____ of the year 2023

A LOCAL LAW TO AMEND CHAPTER 246 – ZONING, SECTION 246-4, GENERAL REGULATIONS, AND SECTION 246-5, DISTRICT REGULATIONS, OF THE CODE OF THE TOWN OF OYSTER BAY, AND TO AMEND THE BUILDING ZONING MAP OF THE TOWN OF OYSTER BAY.

Be it enacted by the TOWN BOARD of THE TOWN OF OYSTER BAY as follows:

Section 1. Amend Section 246-4, “General Regulations”, by adding a new Subsection 4.13, as follows:

4.13 Residential Subdivision Yield.

- 4.13.1. Legislative Intent. It is the legislative intent of the Town Board of the Town of Oyster Bay to promote the public health, safety, and general welfare by protecting and preserving sensitive environmental resources and associated community character, which contribute significantly to the high quality of life enjoyed by the residents of the Town. In advancing this goal, the Town Board finds that it is appropriate and necessary to establish regulatory standards and procedures to deduct from the yield calculation for a parcel proposed for residential subdivision those areas of environmental sensitivity that merit protection and are not considered suitable for *disturbance* or other development activities, particularly those areas containing *steep slopes* and/or *wetlands*. The sensitivity of *steep slopes* and the importance of their preservation are set forth in §246-4.10 of this Chapter. The sensitivity of *wetlands* and the importance of their preservation are also well-established, as set forth in Title 6, Part 611 of the New York Code, Rules and Regulations (NYCRR) pertaining to tidal wetlands and 6 NYCRR Parts 663 and 664 pertaining to freshwater wetlands.
- 4.13.2. Applicability. All residential subdivision applications shall be subject to the provisions set forth herein for determining

- buildable area and calculating the maximum permissible number of residential *lots*.
- 4.13.3. Procedures. The application and approval of residential subdivisions, specifically with regard to calculation of the maximum permissible residential lot yield of a given parcel of land, shall continue to follow the usual procedures as administered by the Nassau County Planning Commission, except as specified herein below.
- 4.13.4. Residential Yield Calculation. In determining the maximum permissible lot yield of a parcel proposed for residential subdivision, areas of the parcel containing either or both of the following features shall be excluded as buildable area:
- (1) *Wetland* areas as defined in §246-2.4 of this Chapter
 - (2) *Steep Slope* areas, as defined in §246-2.4 of this Chapter.

Section 2. Amend Section 246-5, "District Regulations", Subsection 5.4, "Additional Regulations", Subsection 4.1, "Conservation Subdivisions", Paragraph 1.2 therein, as follows:

- 5.4.1.2 Applicability. Conservation development shall be mandatory for all residential subdivision applications of twenty (20) acres or more. All residential subdivision applications having an area of five (5) acres or more, but less than twenty (20) acres, shall be considered for possible conservation subdivision.

Section 3. Amend Section 246-5, "District Regulations", Subsection 5.4, "Additional Regulations", Subsection 4.7, "Additional Regulations in the APO District", Paragraph 7.5 therein, as follows:

- 5.4.7.5 Conservation (cluster) development. The Town Board of the Town of Oyster Bay, pursuant to the authority granted to it by § 278 of the Town Law of the State of New York, and in furtherance of the purposes and legislative intent as set forth in this Chapter, may permit or require *applicants* for subdivision approval in the Town's One-Family Residence Districts, to apply for conservation (cluster) development subdivision approval, except that in the case of properties which are twenty (20) acres or larger, conservation development shall be mandatory; and conservation development shall also be mandatory for parcels located in the APO District that have an area of less than twenty (20) acres, but more than five (5) acres, unless the applicant can demonstrate to the satisfaction of the reviewing agency that a standard subdivision layout in accordance with the applicable district regulations provides environmental protection benefits that are equal to or greater than that which can be achieved with conservation development. In addition to the goal of increasing the amount of *open space* and *natural vegetation* to

be preserved, any such conservation development plan shall also seek to maximize the contiguity of such preserved areas as well as the quantity and quality of groundwater *recharge*. The Town Board in each case may specify the minimum permissible *lot area* for *one-family dwellings*, the types of *dwellings* to be permitted, and any other special standards as it may determine appropriate, taking into consideration the size, location and nature of the property involved, as well as the purposes of this Chapter. The procedure for so doing shall be as set forth in § 5.4.1 of this Chapter.

Section 4. Amend the Building Zone Map, Town of Oyster Bay, Nassau County, New York to change the zoning district from R1-20 One-Family Residence to R1-2A One-Family Residence for the property known as North Shore Country Club in the unincorporated community of Glenwood Landing, as illustrated in the accompanying map, extending to the center line of adjoining roadways, comprising the following tax parcel on the Land and Tax Map of Nassau County, New York:

- Section 21, Block M, Lot 28E

Section 5. Amend the Building Zone Map, Town of Oyster Bay, Nassau County, New York to change the zoning district from R1-7 One-Family Residence to R1-2A One-Family Residence for the property known as Engineers Country Club in the unincorporated community of Glenwood Landing, as illustrated in the accompanying map, comprising the following tax parcel on the Land and Tax Map of Nassau County, New York:

- Section 20, Block F, Lot 36H

Section 6. Amend the Building Zone Map, Town of Oyster Bay, Nassau County, New York to change the zoning district from LI Light Industry to REC Recreation for the property known as Cantiague County Park in the unincorporated community of Hicksville, as illustrated in the accompanying map, extending to the center line of adjoining roadways, comprising the following tax parcels on the Land and Tax Map of Nassau County, New York:

- Section 11, Block 499, Lot 103
- Section 11, Block 499, p/o Lot 106 (i.e., excluding the area of said lot containing the Nassau County Highway Yard on the west side of the lot, fronting on Cantiague Rock Road)

Section 7. Amend the Building Zone Map, Town of Oyster Bay, Nassau County, New York to change the zoning district from R1-10 One-Family Residence and R1-1A One-Family Residence to REC Recreation for the property known as Bethpage State Park in the unincorporated communities of Bethpage, Old Bethpage and Farmingdale, as illustrated in the accompanying map, extending to the center line of adjoining roadways,

comprising the following tax parcels on the Land and Tax Map of Nassau County, New York:

- Section 47, Block A, Lot 21A
- Section 47, Block A, Lot 21C
- Section 47, Block A, Lot 21G
- Section 47, Block A, Lot 21H
- Section 47, Block A, Lot 21J
- Section 47, Block A, Lot 25
- Section 47, Block H, Lot 100A
- Section 47, Block H, Lot 100B
- Section 47, Block A, Lot 157
- Section 47, Block A, Lot 158
- Section 47, Block D, Lot 17A
- Section 47, Block D, Lot 17H
- Section 47, Block D, Lot 17J
- Section 47, Block H, Lot 70A
- Section 47, Block H, Lot 70D

Section 8. Conflicting Standards. When the requirements of this Local Law impose a different restriction or requirement than imposed by other sections of the Code of the Town of Oyster Bay, the Town Law of the State of New York or other applicable rules or regulations, the requirements of this Local Law shall prevail.

Section 9. SEQR Determination. It is hereby determined pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., that the adoption of this local law is a "Type II" Action within the meaning of Section 617.5 (c)(26) of 6 N.Y.C.R.R., pertaining to "routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment" and, accordingly, is of a class of actions which do not have a significant effect on the environment and no further review is required.

Section 10. Severability. If any section, subdivision or provision of this local law or the application thereof to any person or circumstance be adjudged invalid by a court of competent jurisdiction, such judgment shall be confined in its operation to the section, subdivision or provision of or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this local law, or the application thereof to other persons or circumstances.

Section 11. Effective Date. This local law shall take effect immediately upon its adoption and filing with the Office of the Secretary of State.

Certification:

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 2023 of the Town of Oyster Bay was duly passed by the Town Board on _____ 2023, in accordance with the applicable provisions of law.

Clerk of the Town of Oyster Bay

(Seal)

Date: _____, 2023

STATE OF NEW YORK
COUNTY OF NASSAU

I, the undersigned, hereby certify that the foregoing local law contains the correct text and that all proper proceedings have been had or taken for the enactment of the local law annexed hereto.

Signature

Town Attorney

Title

Town of Oyster Bay

Date: _____ 2023

Meeting of November 14, 2023

Resolution No.851-2023

WHEREAS, Debra Barnes, Chief, Bureau of Shellfisheries, New York State Department of Environmental Conservation, (DEC) Division of Marine Resources, 123 Kings Park Boulevard, Kings Park NY 11754, by letter dated October 25, 2023, requested temporary in-water storage for three vessels and three boat trailers from Sunday November 26, 2023 through Saturday December 2, 2023 at Theodore Roosevelt Marina, Oyster Bay, for the purpose of ensuring the success of the hydrographic dye study and to improve the DEC's ability to protect public health; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated November 1, 2023, requested Town Board authorization to permit the temporary in-water storage of three vessels and three boat trailers from Sunday, November 26, 2023 through Saturday, December 2, 2023 at Theodore Roosevelt Marina, Oyster Bay; and

WHEREAS, the Town Board deems this to be appropriate and beneficial to the general public and environment,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of Parks is hereby authorized to permit the temporary in-water storage of three vessels and three boat trailers from Sunday, November 26, 2023 through Saturday, December 2, 2023 at Theodore Roosevelt Marina, Oyster Bay

-#-

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

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

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

TOWN OF OYSTER BAY
Inter-Departmental Memorandum

TO: MEMORANDUM DOCKET

FROM: JOSEPH G. PINTO, COMMISSIONER OF PARKS

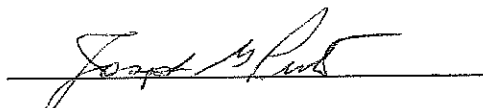
DATE: November 1, 2023

SUBJECT: NYS DEC TEMPORARY VESSEL AND TRAILER STORAGE AT ROOSEVELT MARINA

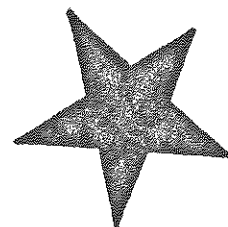
Town Board authorization is requested for the New York State Department of Environmental Conservation (DEC) for temporary in-water storage of three vessels and three boat trailers at Theodore Roosevelt Marina from Sunday, November 26, 2023, through Saturday, December 2, 2023.

Please see the attached request letter from Debra Barnes, Bureau Chief of Shellfisheries.

This storage request is essential to ensure the success of the hydrographic dye study and to improve the DEC's ability to protect public health and the environment. Therefore, this department respectfully recommends approval of this request.


JOSEPH G. PINTO, COMMISSIONER
PARKS DEPARTMENT

JGP/db
Att.



NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Marine Resources

123 Kings Park Blvd. (Nissequogue River State Park), Kings Park, NY 11754
P: (631) 444-0430 | F: (631) 444-0434 | FW.Marine@dec.ny.gov
www.dec.ny.gov

October 25, 2023

Joseph G. Pinto, Commissioner
Department of Parks, Town of Oyster Bay
977 Hicksville Road
Massapequa, NY 11758

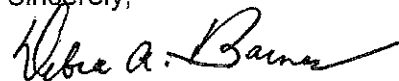
Dear Commissioner Pinto,

The New York State Department of Environmental Conservation (the Department), in conjunction with the U.S. Food and Drug Administration (FDA), will be conducting a hydrographic dye study in November 2023 at the Oyster Bay Wastewater Treatment Plant (WWTP) to evaluate wastewater treatment effluent dispersion and dilution. The study is set to begin Sunday, November 26, 2023 and continue through Saturday, December 2, 2023. Throughout the study, the Department and FDA will be utilizing three vessels on a daily basis from approximately 6 am to 7 pm to track the dye's plume as it leaves the Oyster Bay WWTP outfall. Due to the planned daily schedule of extended workdays and to simplify logistics, the Department is formally requesting approval for the temporary in water storage of the three vessels at the marina in Theodore Roosevelt Memorial Park and the storage of three boat trailers in the parking lot for the period of Monday November 27, 2023, through Saturday, December 2, 2023. All vessels and trailers would be removed by Saturday, December 2, 2023. The marina is immediately adjacent to the study area and the ability to temporarily keep our vessels there would significantly streamline the coordination of the Department and FDA schedules, resources, and efforts during this study.

As the vessels are currently kept at the Division of Marine Resources headquarters at the Nissequogue River State Park in Kings Park, storing the vessels and their trailers at the marina for the duration of the study would reduce daily travel and prep times at the beginning and end of the day, reduce required staff time, and simplify coordination of the daily activities between the Department and the FDA. The Department anticipates using two 21' Privateers with dual axle trailers and either a 27' Whaler with a tri-axle trailer or 25' Steiger with dual axle trailer for the duration of the study. The most recent dye study for the plant was conducted in 1976, and with plant upgrades and an increased capacity of the facility occurring since then, the previous dye study does not adequately represent current conditions at the plant. The Department will be using the information from this study to evaluate the current shellfishing closure around the WWTP outfall and determine if the closure is still sufficient for protecting public health in regard to shellfishing, during both normal operation of the plant and during emergency conditions (i.e., the release of untreated sewage). The Department evaluates and maintains closure areas around WWTP outfalls to prohibit the harvest of shellfish from areas deemed unsafe for the harvest and consumption of shellfish. Additionally, the information from the study will be used to enhance readiness and response time in the event of accidental spills or overflows from the WWTP which may result in an emergency closure of the shellfish growing area.

Thank you for your time and consideration of this request, and the Department looks forward to hearing from you.

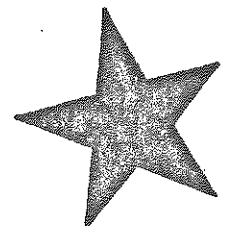
Sincerely,



Debra Barnes
Chief, Bureau of Shellfisheries



Department of
Environmental
Conservation



Meeting of November 14, 2023

Resolution No. 852-2023

WHEREAS, Pursuant to New York State Town Law, a Water District may prepare a list of delinquent water rentals and then refer it to the Town, for referral to Nassau County for inclusion on the Tax Roll for Collection for the following year; and

WHEREAS, By Town Board Resolution No. 759-2023, adopted October 17, 2023, the Town Board approved referral to Nassau County of the delinquent rentals in the Bethpage, Jericho, Locust Valley, Massapequa, Oyster Bay, Hicksville, South Farmingdale, Plainview and Roslyn Water Districts, as well as the delinquencies in the Incorporated Village of Farmingdale; and

WHEREAS, Frank M. Scalera, Town Attorney, and Elizabeth A. Faughnan, Deputy Town Attorney, by memorandum dated October 27, 2023, reported that subsequent to the October 17, 2023, Town Board meeting, the Town received the Westbury Water District's referral of three (3) delinquent accounts, and recommended and requested that the Town Board authorize and direct the Office of the Town Attorney to send certified copies of the delinquent water rentals received from the Westbury Water District to the Nassau County Department of Assessment, the County Legislature, and to the Town Comptroller,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation and request as hereinabove set forth is accepted and approved, and the Office of the Town Attorney is hereby authorized and directed to send certified copies of the delinquent water rentals received from the Westbury Water District to the Nassau County Department of Assessment, the County Legislature, and to the Town Comptroller.

#

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

852

Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET
FROM: OFFICE OF THE TOWN ATTORNEY
DATE: October 27, 2023
SUBJECT: Delinquent Water Rentals

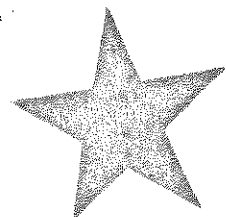
Pursuant to New York State Town Law, each year Water Districts prepare a list of delinquent water rentals which is then referred to the Town, for referral to Nassau County for inclusion on the Tax Roll for Collection for the following year. By Town Board Resolution No. 759-2023, adopted October 17, 2023, the Town Board approved referral of the delinquent rentals in the Bethpage, Jericho, Locust Valley, Massapequa, Oyster Bay, Hicksville, South Farmingdale, Plainview and Roslyn Water Districts, as well as the delinquencies in the Incorporated Village of Farmingdale.

Subsequent to the October 17, 2023, Town Board meeting, the Town received the accompanying referral of three (3) delinquent accounts from the Westbury Water District. This Office recommends and requests Town Board authorization and direction to send certified copies of the delinquent water rentals received from the Westbury Water District to the Nassau County Department of Assessment, the County Legislature, and to the Town Comptroller. A draft resolution accompanies this memorandum.

FRANK M. SCALERA
TOWN ATTORNEY

Elizabeth A. Faughnan
Elizabeth A. Faughnan
Deputy Town Attorney

EAF:eaf
Attachment



WHEREAS, Pursuant to New York State Town Law, a Water District may prepare a list of delinquent water rentals and then refer it to the Town, for referral to Nassau County for inclusion on the Tax Roll for Collection for the following year; and

WHEREAS, By Town Board Resolution No. 759-2023, adopted October 17, 2023, the Town Board approved referral to Nassau County of the delinquent rentals in the Bethpage, Jericho, Locust Valley, Massapequa, Oyster Bay, Hicksville, South Farmingdale, Plainview and Roslyn Water Districts, as well as the delinquencies in the Incorporated Village of Farmingdale; and

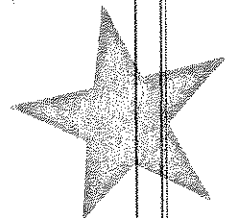
WHEREAS, Frank M. Scalera, Town Attorney, and Elizabeth A. Faughnan, Deputy Town Attorney, by memorandum dated October 27, 2023, reported that subsequent to the October 17, 2023, Town Board meeting, the Town received the Westbury Water District's referral of three (3) delinquent accounts, and recommended and requested that the Town Board authorize and direct the Office of the Town Attorney to send certified copies of the delinquent water rentals received from the Westbury Water District to the Nassau County Department of Assessment, the County Legislature, and to the Town Comptroller,

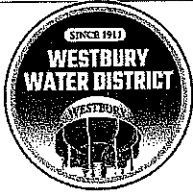
NOW, THEREFORE, BE IT RESOLVED, That the recommendation and request as hereinabove set forth is accepted and approved, and the Office of the Town Attorney is hereby authorized and directed to send certified copies of the delinquent water rentals received from the Westbury Water District to the Nassau County Department of Assessment, the County Legislature, and to the Town Comptroller.

#

Reviewed By
Office of Town Attorney

Elizabeth A. Faughnan





Westbury Water District

160 Drexel Avenue, Westbury, NY 11590
P. (516) 333-0427 | F. (516) 333-0923 | westburywaterdistrict.com

JOHN R. INGRAM, Superintendent

October 18, 2023

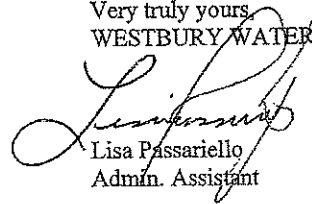
Office of the Town Clerk
Town of Oyster Bay
54 Audrey Avenue
Oyster Bay, NY 11771

RE: UNPAID WATER RENTS 2022-23

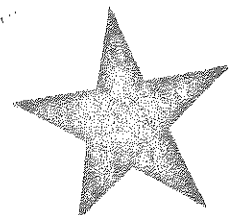
To whom it may concern,

Enclosed please find the original and two (2) copies of all unpaid water rents for the Westbury Water District.

Very truly yours,
WESTBURY WATER DISTRICT

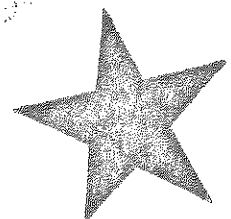


Lisa Passariello
Admin. Assistant



**Westbury Water District
Unpaid Water Rents 2023**

| | | | |
|------------|-------------------|--------------------|--------|
| 11/413/37A | 27 Cantiague Lane | Town of Oyster Bay | 94.05 |
| 11/413/43A | 22 Amber Court | Town of Oyster Bay | 60.50 |
| 11/413/48B | 25 Cantiague Lane | Town of Oyster Bay | 38.25 |
| Total | | | 192.80 |



Meeting of October 17, 2023

Resolution No. 759-2023

Reviewed By
Office of Town Attorney
[Signature]

List of Delinquent Water Rentals of the following
WATER Districts were presented to the Town Board:

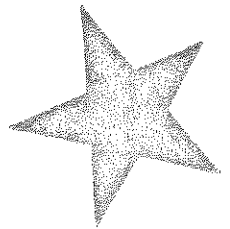
BETHPAGE
JERICHO
LOCUST VALLEY
MASSAPEQUA
OYSTER BAY
HICKSVILLE
SOUTH FARMINGDALE
INC. VILLAGE OF FARMINGDALE
PLAINVIEW
ROSLYN

The following resolution was offered by Councilwoman Johnson
seconded by Councilman Imbroto

RESOLVED, That the Town Attorney be authorized and
directed to send certified copies of Delinquent Water
Rentals received from the various Water Districts to the
County Departments of Assessment, the County Legislature,
and the Town Comptroller.

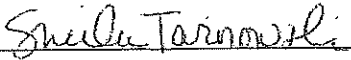
The foregoing resolution was declared adopted after a poll of the members of the Board; the
vote being recorded as follows:

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



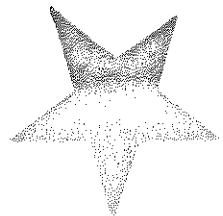
THIS IS TO CERTIFY THAT THE DELINQUENT WATER RENTS OF THE VARIOUS WATER DISTRICTS OF THE
TOWN OF OYSTER BAY, NASSAU COUNTY, NEW YORK, ARE AS FOLLOWS:

| | |
|----------------------------------|---------------|
| BETHPAGE..... | \$ 150,556.60 |
| HICKSVILLE..... | \$ 310,779.57 |
| JERICO..... | \$ 365,574.10 |
| LOCUST VALLEY..... | \$ 83,843.00 |
| MASSAPEQUA..... | \$ 164,962.46 |
| INC. VILLAGE OF FARMINGDALE..... | \$ 11,995.80 |
| OYSTER BAY..... | \$ 68,208.31 |
| PLAINVIEW..... | \$ 144,348.82 |
| SOUTH FARMINGDALE..... | \$ 394,091.41 |
| ROSYLN..... | \$ 52.25 |


SHEILA TARNOWSKI, DIRECTOR
LEGISLATIVE AFFAIRS
TOWN OF OYSTER BAY, NASSAU COUNTY
NEW YORK

DATED: October 17, 2023
 Oyster Bay, New York

S
E
A
L



Meeting of November 14, 2023

Resolution No.853-2023

RESOLVED, That a public hearing will be held in the Hearing Room, Town Hall North, 54 Audrey Avenue, Oyster Bay, New York on the 12th day of December, 2023, at 10:00 o'clock, a.m. prevailing time on that day, or as soon thereafter as practicable, to consider the application of AMERCO REAL ESTATE COMPANY, fee owner, for the granting of a modification of existing Special Use Permit and Declaration of Restrictive Covenants, to allow for alterations to be made to a proposed three-story building so that the basement level will be utilized for self-storage use while also removing any ancillary "warehouse" use and increasing the total square footage being utilized in the building from 70,608 square feet to 109,324 square feet overall, on premises located in a Light Industry ("LI") District, at 1000 South Broadway, Hicksville, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 46, Block 629, Lot 63, on the Land and Tax Map of Nassau County, and for approval of related site improvements; and be it further

RESOLVED, That the Town Clerk shall publish notice of such hearing in

newspapers of general circulation within the Town of Oyster Bay.

-#-

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

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

Reviewed By
Office of Town Attorney

PUBLIC NOTICE

NOTICE is hereby given, pursuant to law, that a public hearing will be held by the Town Board of the Town of Oyster Bay, Nassau County, New York, on Tuesday, December 12, 2023, at 10:00 a.m., prevailing time, or as soon thereafter as may be practicable, in the Hearing Room, Town Hall North, East Building, 54 Audrey Avenue, Oyster Bay, New York, for the purpose of considering an application from AMERCO REAL ESTATE COMPANY, fee owner, for the granting of a modification of existing Special Use Permit and Declaration of Restrictive Covenants, to allow for alterations to be made to a proposed three-story building so that the basement level will be utilized for self-storage use while also removing any ancillary "warehouse" use and increasing the total square footage being utilized in the building from 70,608 square feet to 109,324 square feet overall, on premises located in a Light Industry ("LI") District, at 1000 South Broadway, Hicksville, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 46, Block 629, Lot 63, on the Land and Tax Map of Nassau County, and for approval of related site improvements.

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

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

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

Dated: November 14, 2023, Oyster Bay, New York.

Reviewed By
Office of Town Attorney

853

Town of Oyster Bay
Inter-Departmental Memo

TO : MEMORANDUM DOCKET

FROM : OFFICE OF THE TOWN ATTORNEY

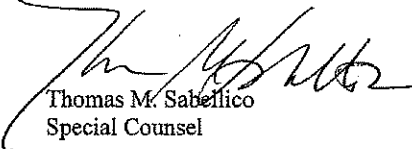
DATE : October 30, 2023

SUBJECT: AMERCO REAL ESTATE COMPANY, fee owner
Modification of existing Special Use Permit and
Declaration of Restrictive Covenants
Premises: 1000 S. Broadway, Hicksville
Section 46, Block 629, Lot 63

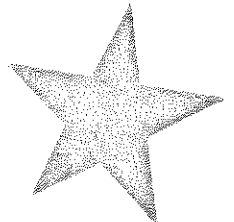
It is requested that the Town Board authorize the Town Clerk to advertise a Notice of Hearing, for a Public Hearing to be held on December 12, 2023 at 10:00 a.m., in connection with the above referenced matter.

Kindly place this matter on the docket so that the attached Resolution pertaining to this matter can be placed on the action calendar for the November 14, 2023 Town Board meeting.

FRANK M. SCALERA
TOWN ATTORNEY


Thomas M. Sabellico
Special Counsel

TMS:nb
Enclosure



Reviewed By
Office of Town Attorney

PUBLIC NOTICE

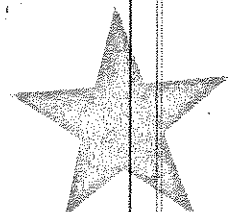
NOTICE is hereby given, pursuant to law, that a public hearing will be held by the Town Board of the Town of Oyster Bay, Nassau County, New York, on Tuesday, December 12, 2023, at 10:00 a.m., prevailing time, or as soon thereafter as may be practicable, in the Hearing Room, Town Hall North, East Building, 54 Audrey Avenue, Oyster Bay, New York, for the purpose of considering an application from AMERCO REAL ESTATE COMPANY, fee owner, for the granting of a modification of existing Special Use Permit and Declaration of Restrictive Covenants, to allow for alterations to be made to a proposed three-story building so that the basement level will be utilized for self-storage use while also removing any ancillary "warehouse" use and increasing the total square footage being utilized in the building from 70,608 square feet to 109,324 square feet overall, on premises located in a Light Industry ("LI") District, at 1000 South Broadway, Hicksville, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 46, Block 629, Lot 63, on the Land and Tax Map of Nassau County, and for approval of related site improvements.

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

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

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

Dated: November 14, 2023, Oyster Bay, New York.

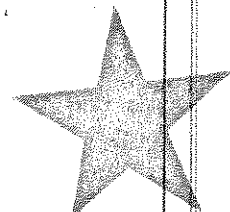


Reviewed By
Office of Town Attorney

RESOLVED, That a public hearing will be held in the Hearing Room, Town Hall North, 54 Audrey Avenue, Oyster Bay, New York on the 12th day of December, 2023, at 10:00 o'clock, a.m. prevailing time on that day, or as soon thereafter as practicable, to consider the application of AMERCO REAL ESTATE COMPANY, fee owner, for the granting of a modification of existing Special Use Permit and Declaration of Restrictive Covenants, to allow for alterations to be made to a proposed three-story building so that the basement level will be utilized for self-storage use while also removing any ancillary "warehouse" use and increasing the total square footage being utilized in the building from 70,608 square feet to 109,324 square feet overall, on premises located in a Light Industry ("LI") District, at 1000 South Broadway, Hicksville, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 46, Block 629, Lot 63, on the Land and Tax Map of Nassau County, and for approval of related site improvements; and be it further

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

-#-



Meeting of November 14, 2023

Resolution No.854-2023

WHEREAS, Sukhninder Singh, Director, We The Youth, Inc., 35 Hope Drive, Plainview, New York 11803, by letter dated November 1, 2023 requested the use of Municipal Parking Field H-16 and H-17, Hicksville, from 8:00 a.m. to 8:00 p.m., on Saturday, November 25, 2023, as well as the use of eight (8) complete barricades, for the Organization's Religious Prayers Event, held on Saturday, November 23, 2023; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memoranda dated October 30, 2023 and November 2, 2023, advised that the Department of Public Works has no objection to We The Youth, Inc. utilizing Municipal Parking Field H-16 and H-17, in Hicksville, from 8:00 a.m. to 8:00 p.m., on Sunday, October 2, 2022, as well as the use of eight (8) complete barricades, for the Organization's Religious Prayers Event, held on Saturday, November 2, 2023;

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,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Town Board hereby authorizes the Department of Public Works Highway Division to provide We The Youth, Inc., with use of Municipal Parking Field H-16 and H-17, Hicksville, from 8:00 a.m. to 8:00 p.m., on Saturday, November 2, 2023, as well as the use of eight (8) complete barricades, for the Organization's Religious Prayers Event, held on Saturday, November 2, 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, 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 event;
3. The said organization shall file a Certificate of Insurance 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 and naming the Town of Oyster Bay as an additional insured, and a hold harmless agreement in favor of the Town in connection with the afore-described activity; and
4. The said organization shall follow all New York State Guidelines with respect to social distancing, and the event may be cancelled at any time by the Town at any time, to prevent harm to the population from the COVID-19 Virus, or from any other threat to the public health and/or safety.

-#-

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

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

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

November 2, 2023

TO: MEMORANDUM DOCKET

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

SUBJECT: WE THE YOUTH INC. RELIGIOUS PRAYERS EVENT
SATURDAY, NOVEMBER 25TH 2023
(SUPPLEMENTAL MEMO #40 10/31/23)

Enclosed please find a copy of a letter from Sukhninder Singh, requesting our assistance on behalf of We The Youth, Inc., in conducting their Religious Prayers event on Saturday, November 25th 2023.

The Highway Division has no objection to the Organization utilizing Municipal Parking Fields H-16 and H-17 on Saturday, November 25th 2023 from 8:00 am until 8:00 pm for their event. We the Youth, Inc., would appreciate the posting of temporary "No Parking" signs in these lots for the above mentioned date as well. In addition, the Highway Department can readily supply Eight (8) complete barricades for this event.

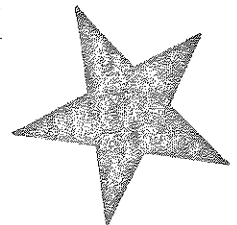
Also attached are a Certificate of Insurance, Endorsement Sheet, and Hold Harmless Agreement to cover the event. Therefore, Town Board approval is requested.



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

 JCT/kz

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



WE THE YOUTH INC.

35 Hope Drive, Plainview, New York – 11803

E-mail: wetheyouthinc@gmail.com

Contact # 929-423-5995

To,

Town of Oyster Bay,
Department of Public Works,
150 Miller Place,
Syosset, New York – 11791

Greetings,

I am writing this letter on the behalf of our organization in support of for a Religious Prayers application.

Event Name: 554th Birthday of the Founder of the Sikh Religion (Sri Guru Nanak Dev Ji)

Event Date: November 25th, 2023, Saturday

Event Venue: T.O.B. Parking Field H-17 & H-16

Anticipated Attendance: 300

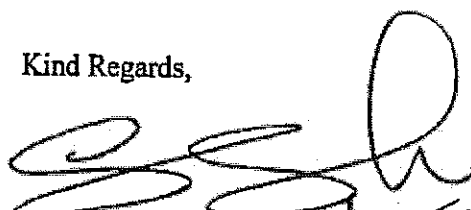
Documents Enclosed:

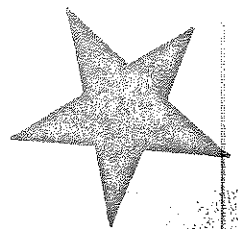
- 1) Certificate of Insurance
- 2) Harmless Agreement for use of Town Property and/or Equipment

For any further information required, please feel free to contact us anytime.

Thanks.

Kind Regards,


Sukhninder Singh
Director
11/01/2023



CERTIFICATE OF LIABILITY INSURANCE

ISSUE DATE (MM/DD/YYYY)
11/01/2023

PRODUCER 800-236-4252
MARKEL SERVICE INCORPORATED
P O BOX 906
PEWAUKEE, WI 53072-0906

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.

INSURED Event Date: 11/25/2023
WE THE YOUTH INC
SUKHNINDER SINGH
35 HOPE DR
Plainview, NY 11803-5625

INSURERS AFFORDING COVERAGE
INSURER A: Markel American Insurance Company
HONOREE(S)

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE ABOVE NAMED INSURED FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OF 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 | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS |
|----------|--|----------------|------------------------------------|-------------------------------------|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> HOST LIQUOR INCL. <input checked="" type="checkbox"/> TPPD GENERAL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | MEL00000772928 | 11/25/2023 | 11/25/2023 | EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$1,000,000 MED EXP (Any one person) Excluded PERSONAL INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 DAMAGE TO RNTD PROP \$1,000,000 |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Each Accident) BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident) |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> | | | | AUTO ONLY-EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG |
| | EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION | | | | EACH OCCURRENCE AGGREGATE |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | WC STATU OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT |
| | OTHER | | | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

The Certificate Holder is included as an insured under the Hosting Facility Liability Coverage, but only in respects to claims arising out of the negligence of the Named Insured.
If the event continues past 12:00 a.m., at the location named on Declarations Page, such continuation shall be considered as the event date. Event includes set up and break down and the scheduled rehearsal or rehearsal dinner scheduled within 48 hours of the event if the event is a wedding. Set up and break down means decoration and removal of decoration at the event location that occurs no more than 24 hours prior to the event and 24 hours after the event.

CERTIFICATE HOLDER
TOWN OF OYSTER BAY; HIGHWAY DIVISION, 150 MILLER PLACE, SYOSETT, NY 11791.
PARKING LOT NUMBER H16/H17 LIRR
40.767950-73.531000

Hicksville NY 11801

Reviewed By
Office of Town Attorney
E. Loughran

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 K. Clarke

**MARKEL AMERICAN INSURANCE COMPANY**

P.O. Box 906, Pewaukee, Wisconsin 53072-0906

(800) 236-2862 www.markelamerican.com**Special Event Liability Insurance Policy Declarations Page**

| | | | | | |
|---|---|-----------------------|------------|--------------------|--|
| Policy Number: | MEL00000772928 | Date of Issue: | 11/01/2023 | Event Date: | 11/25/2023 |
| Policy Period: | 11/25/2023 | | | | |
| Named Insured: | WE THE YOUTH INC | | | | |
| Mailing Address: | SUKHNINDER SINGH 35 HOPE DR Plainview, NY 11803-5625 | | | | |
| Honoree(s): | | | | | |
| Insured Event: | Business or Organization Event | | | | |
| Policy Premium: | \$278 | | | | |
| Surcharges and Taxes | \$0.00 | | | | |
| Multi Policy Discount Total: | Not Applicable \$278.00 | | | | |
| Event Location 1: | PARKING LOT NUMBER H16/H17 LIRR 40.767950-73.531000 | | | | |
| Hosting Facility Insured Extension: <input checked="" type="checkbox"/> (coverage applies if box checked) | Hicksville NY 11801 | | | | |
| Event Location 2: | | | | | |
| Hosting Facility Insured Extension: <input type="checkbox"/> (coverage applies if box checked) | | | | | |
| Event Location 3: | | | | | |
| Hosting Facility Insured Extension: <input type="checkbox"/> (coverage applies if box checked) | | | | | |
| Policy Coverage | Limit: | Deductible: | | | Reviewed By Office of Town Attorney <i>E. J. ...</i> |
| General Aggregate | \$2,000,000 | \$0 | | | |
| Each Occurrence | \$1,000,000 | \$0 | | | |
| Property Damage | Included | \$1,000 | | | |
| Administered by: | MARKEL SERVICE INCORPORATED | | | | |
| Agency 90700 - 0000004 800-236-4252 | P O BOX 906 PEWAUKEE, WI 53072-0906 | | | | |
| For Policy Questions Call Toll Free: | 800-236-4252 | | | | |
| For Claims Call Toll Free: | 800-236-3113 | | | | |
| Policy Form(s): | EVL100-0708, EV500-0810, EVL111-0708, EVL138-0708, MIL1214-0917 | | | | |
| Countersignature (if required): | Host Liquor Liability is excluded <i>John K. Clark</i> | | | | |

Forms and endorsements made a part of this policy at inception are those which numbers are entered above.
EVL102-0708



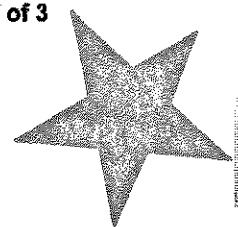
MARKEL AMERICAN INSURANCE COMPANY

PRIVACY NOTICE

U. S. Consumer Privacy Notice

Rev. 1/1/2020

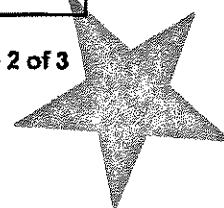
| | |
|-------|---|
| FACTS | WHAT DOES MARKEL GROUP OF COMPANIES REFERENCED BELOW (INDIVIDUALLY OR COLLECTIVELY REFERRED TO AS "WE", "US", OR "OUR") DO WITH YOUR PERSONAL INFORMATION? |
| Why? | In the course of Our business relationship with you, We collect information about you that is necessary to provide you with Our products and services. We treat this information as confidential and recognize the importance of protecting it. Federal and state law gives you the right to limit some but not all sharing of your personal information. Federal and state law also requires Us to tell you how We collect, share, and protect your personal information. Please read this notice carefully to understand what We do. |
| What? | <p>The types of personal information We collect and share depend on the product or service you have with Us. This information can include:</p> <ul style="list-style-type: none">• your name, mailing and email address(es), telephone number, date of birth, gender, marital or family status, identification numbers issued by government bodies or agencies (i.e.: Social Security number or FEIN, driver's license or other license number), employment, education, occupation, or assets and income from applications and other forms from you, your employer and others;• your policy coverage, claims, premiums, and payment history from your dealings with Us, Our Affiliates, or others;• your financial history from other insurance companies, financial organizations, or consumer reporting agencies, including but not limited to payment card numbers, bank account or other financial account numbers and account details, credit history and credit scores, assets and income and other financial information, or your medical history and records. <p>Personal information does not include:</p> <ul style="list-style-type: none">• publicly-available information from government records;• de-identified or aggregated consumer information. <p>When you are no longer Our customer, We continue to share your information as described in this Notice as required by law.</p> |
| How? | All insurance companies need to share customers' personal information to run their everyday business. In the section below, We list the reasons financial companies can share their customers' personal information; the reasons We choose to share; and whether you can limit this sharing. We restrict access to your personal information to those individuals, such as Our employees and agents, who provide you with insurance products and services. We may disclose your personal information to Our Affiliates and Nonaffiliates (1) to process your transaction with Us, for instance, to determine eligibility for coverage, to process claims, or to prevent fraud, or (2) with your written authorization, or (3) otherwise as permitted by law. We do not disclose any of your personal information, as Our customer or former customer, except as described in this Notice. |



| Reasons We can share your personal information | Do We share? | Can you limit this sharing? |
|--|--------------|-----------------------------|
| For Our everyday business purposes and as required by law – such as to process your transactions, maintain your account(s), respond to court orders and legal/regulatory investigations, to prevent fraud, or report to credit bureaus | Yes | No |
| For Our marketing purposes – to offer Our products and services to you | Yes | No |
| For Joint Marketing with other financial companies | Yes | No |
| For Our Affiliates' everyday business purposes – information about your transactions and experiences | Yes | No |
| For Our Affiliates' everyday business purposes – information about your creditworthiness | No | We don't share |
| For Our Affiliates to market you | No | We don't share |
| For Nonaffiliates to market you | No | We don't share |
| Questions? Call (888) 560-4671 or email privacy@markel.com | | |

| Who We are | |
|-------------------------------|---|
| Who is providing this Notice? | A list of Our companies is located at the end of this Notice. |

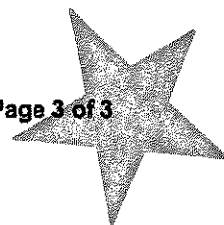
| What We do | |
|---|---|
| How do We protect your personal Information? | We maintain reasonable physical, electronic, and procedural safeguards to protect your personal information and to comply with applicable regulatory standards. For more information, visit www.markel.com/privacy-policy . |
| How do We collect your personal Information? | <p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • complete an application or other form for insurance • perform transactions with Us, Our Affiliates, or others • file an insurance claim or provide account information • use your credit or debit card <p>We also collect your personal information from others, such as consumer reporting agencies that provide Us with information such as credit information, driving records, and claim histories.</p> |
| Why can't you limit all sharing of your personal Information? <i>Reviewed By Office of Town Attorney E. J. O'Leary</i> | <p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • sharing for Affiliates' everyday business purposes – information about your creditworthiness • Affiliates from using your information to market to you • sharing for Nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See the Other Important Information section of this Notice for more on your rights under state law.</p> |



| Definitions | |
|------------------------|---|
| Affiliates | Companies related by common ownership or control. They can be financial and nonfinancial companies. • Our Affiliates include member companies of Markel Group. |
| Nonaffiliates | Companies not related by common ownership or control. They can be financial and nonfinancial companies. • Nonaffiliates that We can share with can include financial services companies such as insurance agencies or brokers, claims adjusters, reinsurers, and auditors, state insurance officials, law enforcement, and others as permitted by law. |
| Joint Marketing | A formal agreement between Nonaffiliated companies that together market financial products or services to you. • Our Joint Marketing providers can include entities providing a service or product that could allow Us to provide a broader selection of insurance products to you. |

| Other Important Information | |
|--|--|
| <p>For Residents of AZ, CT, GA, IL, ME, MA, MN, MT, NV, NJ, NC, OH, OR, and VA: Under state law, under certain circumstances you have the right to access and request correction, amendment or deletion of personal information that We have collected from or about you. To do so, contact your agent, visit www.markel.com/privacy-policy, call (888) 560-4671, or write to Markel Corporation Privacy Office, 4521 Highwoods Parkway, Glen Allen, VA 23060. We may charge a reasonable fee to cover the costs of providing this information. We will let you know what actions We take. If you do not agree with Our actions, you may send Us a statement.</p> | |
| <p>For Residents of CA: You have the right to review, make corrections, or delete your recorded personal information contained in Our files. To do so, contact your agent, visit www.markel.com/privacy-policy, call (888) 560-4671, or write to Markel Corporation Privacy Office, 4521 Highwoods Parkway, Glen Allen, VA 23060. We do not and will not sell your personal information. For the categories of personal information We have collected from consumers within the last 12 months, please visit: www.markel.com/privacy-policy.</p> | |
| <p>For Residents of MA and ME: You may ask, in writing, for specific reason, for an adverse underwriting decision.</p> | |
| <p>Markel Group of Companies Providing This Notice: City National Insurance Company, Essentia Insurance Company, Evanston Insurance Company, FirstComp Insurance Company, Independent Specialty Insurance Company, National Specialty Insurance Company, Markel Bermuda Limited, Markel American Insurance Company, Markel Global Reinsurance Company, Markel Insurance Company, Markel International Insurance Company Limited, Markel Service, Incorporated, Markel West, Inc. (d/b/a in CA as Markel West Insurance Services), Pinnacle National Insurance Company, State National Insurance Company, Inc., Superior Specialty Insurance Company, SureTec Agency Services, Inc. (d/b/a in CA as SureTec Agency Insurance Services), SureTec Indemnity Company, SureTec Insurance Company, United Specialty Insurance Company, Inc.</p> | |

Reviewed By
Office of Town Attorney
E. Caplan



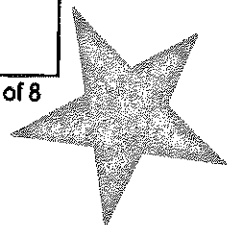


MARKEL AMERICAN INSURANCE COMPANY

Special Event Liability Insurance

Administrative Offices
P.O. Box 906
Pewaukee, WI 53072-0906
800-236-2862

Reviewed By
Office of Town Attorney
E. J. Faughnan



SPECIAL EVENT LIABILITY INSURANCE

| | |
|--------------------|---|
| Section 1: | Agreement |
| Section 2: | Policy Period |
| Section 3: | Definitions |
| Section 4: | What We Insure |
| Section 5: | Bodily Injury, Property Damage, and Personal Injury Exclusions |
| Section 6: | Limits of Liability |
| Section 7: | Duties in the Event of Loss or Damage |
| Section 8: | Other Insurance |
| Section 9: | General Conditions |
| Section 10: | Hosting Facility Liability Coverage Option |

Section 1: Agreement

We will provide insurance described in this policy, subject to all policy terms and conditions, in return for your payment of the premium and compliance with all policy provisions. You have only those coverages for which limits are shown on the **declarations page**.

Section 2: Policy Period

This policy applies to incidents on the date specified for the event described on the **declarations page** and to accidents occurring during **set up and break down**.

Section 3: Definitions

Throughout this policy, most words and phrases that have special meanings appear in bold. Only the pronouns "we", "us", "our", "you", "your", and "yours" are defined, but do not appear in bold. This section defines some of the more general terms used in this policy.

"You", "your" and **named insured(s)** means the individual, business, or organization and the **honoree** named in the **declarations page**.

"We", "us" and "our" means the company providing the insurance and named in the **declarations page**.

Accident means an unexpected and unintended event, including continuous or repeated exposure to substantially the same general conditions that causes **bodily injury** or **property damage** and which arises out of the event.

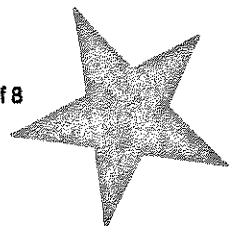
Bodily injury means injury, sickness, disease or death of a person.

Declarations page is the document that identifies the **named insured** and the company issuing the policy. It indicates the effective date of coverage, the amount for the respective coverages afforded under the policy, and describes the **event** for which coverage is afforded. The **declarations page** also lists the policy forms and endorsements that are also a part of this policy, as well as indicating any deductible to be applied to covered losses. The **declarations page** also indicates an election of the hosting facility liability coverage option, if applicable, and in such event identifies the **hosting facility insured**.

Event means the private reception and accompanying ceremony, if any, described on the **declarations page**. **Event** includes **set up and break down** and any rehearsal or rehearsal dinner scheduled within 48 hours in advance of the **event** if the **event** is a wedding.

Honoree means the person or persons named in the **declarations page** as **honoree**, and in whose honor or for whose benefit the event is being held.

Incident is an accident, or an event, including a series of related offenses giving rise to an actual or alleged **personal injury** committed at the **event location**.



Insured contract means a contract or lease of facilities or premises, fixtures, improvements or contents, for use at, or as, the location of the event.

Organizational Insured means the following:

1. Sole owner, partners, or managers, and their spouses, of the organization named in the **declarations page**, but only with respect to the conduct of the business named in the **declarations page**.
2. The executive officers and directors of the organization named in the **declarations page**, but only with respect to the conduct of the business named in the **declarations page**.
3. **Volunteer workers**, but only while performing duties related to the business named in the **declarations page**; or your employees, but only for acts within the scope of their employment by you while performing duties related to the conduct of your business.

Personal Injury means injury other than **bodily injury** that arises out of any of the following acts:

1. False arrest, false detention, or false imprisonment;
2. Malicious prosecution;
3. Wrongful entry or wrongful eviction;
4. Defamation, libel or slander; or
5. Invasion of privacy.

Pollutants means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.

Policy Territory means the United States and its territories and possessions, Puerto Rico, Canada and cruise ships leaving from a port within these territories.

Property damage means physical damage to or destruction of tangible property. It includes loss of use.

Set up and break down means decoration and removal of decoration at the event

location that occurs no more than 24 hours prior to the event and 24 hours after the event.

Volunteer worker means a person who is not your employee, and who donates his or her work or service and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work or service performed for you.

Section 4: What We Insure

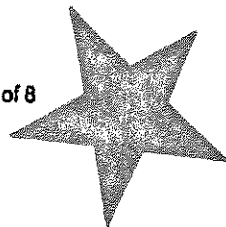
1. Bodily Injury, Property Damage and Personal Injury

We will pay damages, including prejudgment interest, due to an incident for which you or an **organizational insured** is legally liable because of **bodily injury, property damage, or personal injury** arising out the event. We will defend any such suit seeking those damages, even if the allegations are false or groundless, with legal counsel of our choice. We may investigate any reported incident and may settle any claim for these damages as we think appropriate. We are not obligated to pay any claim or judgment, or defend any suit, if we have already exhausted the limit of liability set forth in the **declarations page** by paying judgments or settlements; or tendered to the court of jurisdiction the limit of liability set forth in the **declarations page**.

2. Additional Payments

In addition to the limit of liability for this coverage we will also pay:

- a. All costs we incur in the settlement of any claim or defense of any suit;
- b. Interest on damages awarded in any suit we defend accruing after judgment is entered and before we have paid, offered to pay, or deposited in court that portion of the judgment which is not more than our limit of liability;



- c. Premiums on appeal bonds and attachment bonds required in any suit we defend. We will not pay the premium for attachment bonds for an amount above our limit of liability. We have no obligation to apply for this type of bond;
- d. Loss of earnings of up to \$100 a day when we ask you or an **organizational insured** to attend trials or hearings; and
- e. Other reasonable expenses incurred at our request.

Section 5: Bodily Injury, Property Damage and Personal Injury Exclusions

We do not cover:

1. Expected or Intended Injury

Bodily injury or **property damage** caused by the intentional act, or at the direction, of anyone seeking coverage under this policy even if the **bodily injury**, or **property damage** is different from, or greater than, that which is expected or intended.

2. Motor Vehicles, Motorized Vehicles, Aircraft or Watercraft

Bodily injury or **property damage** arising out of the use, ownership, maintenance, or entrustment of any motor vehicle, motorized vehicle, aircraft or watercraft. Use includes loading or unloading. Motor vehicle or motorized vehicle includes any attached trailer.

This exclusion does not apply to negligence that originates at the event and arises independently of the use, ownership, maintenance, or entrustment of any motor vehicle, motorized vehicle, aircraft or watercraft. However, we do not cover **bodily injury** or **property damage** that arises out of any imposed vicarious liability, the failure to supervise, or the negligent supervision, of any person, by you or an **organizational insured** in connection with any motor vehicle, motorized vehicle, aircraft or watercraft.

3. Other Premises

Bodily injury, **property damage** or **personal injury** occurring away from the premises or place shown in the **declarations page**. However, **bodily injury** occurring away from the premises or place shown in the **declarations page**, but arising from the negligent conduct of the **named insured** or **organizational insured** at the premises or place shown in the **Declarations Page** for which they are liable, and not otherwise excluded, is covered.

4. Other Than On the Event Date

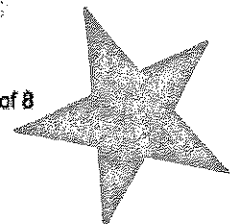
Bodily injury, or **property damage** occurring on any date other than the date shown as the event date on the **declarations page**, unless occurring during **set up and break down**. **Personal injury** occurring on any date other than the date shown as the event date in the **declarations page**. For the purpose of this exclusion, if the event continues past 12:00 a.m., at the location named on the **declarations page**, such continuation shall be considered as the event date.

5. Commercial Liquor Liability

Bodily injury or **property damage** for which anyone may be held liable by reason of:

- a. Causing or contributing to the intoxication of any person;
- b. Furnishing alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- c. Violation of any law or regulation relating to the sale, distribution or use of alcoholic beverages.

However, part a. of this exclusion applies only if the person or entity seeking coverage is in the business of manufacturing, distributing, selling or furnishing alcoholic beverages.



6. Punitive or Exemplary Damages

We cannot be made to pay punitive or exemplary damages, fines or penalties.

7. Workers Compensation and Similar Laws

Any obligation of any person under any Workers Compensation, disability benefits, occupational injury or unemployment compensation or similar law.

8. Employer's Liability

Any named insured or organizational insured against bodily injury or personal injury to:

- a. any employee whose injury arises out of and in the course of their employment by you or an organizational insured; or
- b. The spouse, child, parent, brother or sister of that employee as a consequence of paragraph a. above.

This exclusion applies:

- a. Whether you or the organizational insured may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay another entity that must pay damages because of the injuries incurred

9. Property in Care, Custody or Control

Property damage to property owned by, loaned to, rented to, or in the care, custody or control of you or any organizational insured. But this exclusion does not prevent coverage for liability for property damage, if otherwise covered, to the premises, fixtures or contents which a named insured or organizational insured rents or hires for use at, or as the location of, the event.

10. Contract or Bailment Liability

Damages for which any person seeking

coverage under this policy is obligated to pay by reason of assumption of liability in a contract or agreement or by bailment. However this exclusion does not eliminate coverage for property damages:

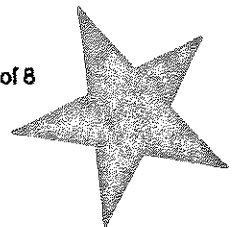
- a. That any person seeking coverage under this policy would have in the absence of the contract, bailment or agreement, and which are otherwise covered under this policy; or
- b. Assumed by a named insured in a contract or agreement that is an insured contract.

11. Bodily Injury or Personal Injury;

- a. To a named insured;
- b. To your partners or managers; a co-employee while in the course of his or her employment or performing duties related to the conduct of your business, or volunteer workers while performing duties related to the conduct of your business, if such bodily injury or personal injury is caused by a co-employee or another volunteer worker;
- c. To the spouse, child, parent, brother or sister of an employee injured as a consequence of paragraph b. above;
- d. For which there is any obligation to share damages with or repay another entity that must pay damages because of an injury described in paragraph b. or c. above;
- e. Arising out of the transmission of a communicable disease by you or an organizational insured; or
- f. Arising out of actual or threatened sexual abuse or molestation, corporal punishment, or physical or mental abuse.

12. Material Published With Knowledge of Falsity

Personal injury arising out of oral or written publication of material, if done by or at the direction of anyone seeking coverage with knowledge of its falsity.



13. Material Published Prior to Event Date

Personal injury arising out of oral or written publication of material whose first publication took place before the date of the event shown in the **declarations page**.

14. Criminal Acts

Personal injury arising out of a criminal act committed by or at the direction of anyone seeking coverage.

15. Breach of Contract

Personal injury arising out of a breach of contract.

16. Electronic Chatrooms or Bulletin Boards

Personal injury arising out of the use of an electronic chatroom or bulletin board.

17. Professional Services

Bodily injury, property damage or personal injury arising out of the rendering or failing to render professional services.

18. Pyrotechnics, Fireworks, and Laser Light Shows

Bodily injury, property damage, or personal injury arising out of the preparation or presentation of a pyrotechnic show, firework display, or laser light production.

19. Act or Omission of Provider

Bodily injury, property damage or personal injury arising out of the acts or omissions of any provider of goods or services in conjunction with the event, whether or not a paid contractor or vendor.

20. Pollution

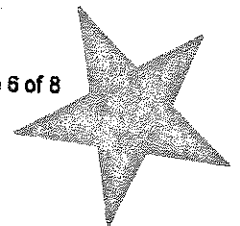
Bodily injury, property damage or personal injury arising out of the presence of or the actual, alleged or threatened release, discharge, escape, dispersal, seepage or migration of **pollutants**. This exclusion does not apply to **bodily injury, property damage or personal injury** caused by heat, smoke or fumes from a hostile fire. As used in this exclusion a hostile fire is one which is unintended, breaks out from where it was intended to be, or becomes uncontrollable.

21. Pollution Expense

Any loss, cost or expense arising out of any governmental direction or request that you or any **organizational insured** test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize **pollutants**.

Section 6: Limits of Liability

1. The limits of liability shown in the **declarations page**, and the following provisions, establish the most we will pay regardless of the number of:
 - a. **Named Insureds or organizational insureds**;
 - b. Claims made or suits brought;
 - c. **Hosting facility insureds**, if any;
 - d. Persons injured; or
 - e. Items of property damaged.
2. The general aggregate limit is the most we will pay for all damages to which this insurance applies regardless of the number of **incidents** occurring within the scope of this policy.
3. The each occurrence limit is the most we will pay for the total sum of all **bodily injuries, property damage or personal injuries** arising out of any one incident.



Section 7: Duties in the Event of Loss or Damage

In the event of an incident you (or someone acting for you) must inform us, or our authorized representative, as soon as reasonably practicable. The notice must give:

1. The time, place and other facts; and
2. The names and addresses of all involved persons and witnesses.

In addition to providing us with notice, anyone claiming coverage under this policy must:

1. Cooperate with and assist us in any manner concerning a claim or suit;
2. Cooperate with us to enforce any right of contribution or indemnity from any person or organization who may have liability arising out of the incident;
3. Promptly send to us any legal papers received relating to any suit or claim; and
4. Submit to examinations by us, under oath, as we may reasonably require.

Section 8: Other Insurance

The insurance we provide in this policy is primary.

Section 9: General Conditions

Conformity to State Law. When any policy provision is in conflict with the applicable law of the state in which this policy is issued, the law of the state will apply.

Declarations. By accepting this policy you agree that:

1. The statements on the application for this policy are your own;
2. This policy is issued in reliance upon the truth of those representations; and
3. This policy form, the **declarations** page and any endorsements listed on the **declarations** page include all agreements existing between you and us.

False or Fraudulent Acts. Any fraud, intentional misstatement or concealment in the application, or in making of a claim or otherwise howsoever, shall render this

insurance void, and all claims hereunder shall be forfeited. Submitting, or knowingly aiding or abetting another in presenting a claim under this policy will also render the insurance void and payment will be denied.

Assignment. This policy may not be assigned in whole or in part without our consent.

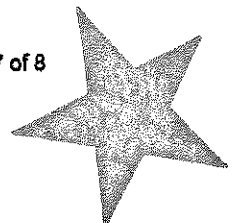
Change or Waiver of Policy Provisions. If we make a change that broadens coverage under this edition of our policy without additional premium charge, the policy will automatically provide the broadened coverage when effective in your state. However, changes implemented through introduction of a subsequent edition of our policy forms will not be automatically provided. A waiver or any other change of a provision of this policy must be in writing by us to be valid.

Our Right to Recover from Others. After we have made payment under this policy, we have the right to recover the payment from anyone who may be held responsible. You and anyone we indemnify must sign any papers and do whatever else is necessary to transfer this right to us. You and anyone we indemnify must do nothing to affect our rights.

Suit Against Us. No action will be brought unless there has been compliance with the policy provisions and the action is started within one (1) year after the alleged loss.

Non-Cancellation. This insurance cannot be cancelled except for non-payment of premium. In the event of non-payment of premium, we may cancel this insurance upon fifteen (15) days written notice to you by certified or registered mail at the mailing address shown in the **declarations** page.

Currency. Unless otherwise agreed to by us in writing, premiums and losses due hereunder shall be paid in United States Dollars at the rates of exchange ruling when and where the loss occurs.



Bankruptcy. We are not relieved of any obligation under this policy because of the bankruptcy or insolvency of any person or entity otherwise entitled to coverage under this policy.

Section 10: Hosting Facility Liability Coverage Option

This coverage option provides primary liability insurance coverage for a **hosting facility insured**, subject to the definitions, exclusions, conditions and limits of liability of this policy. This option does not increase the limits of liability afforded by this policy.

Hosting facility insured means any facility, entity or site (including hotel, restaurant, hall or reception center) identified in the **declarations page** with Hosting Facility Insured Extension or on a certificate of insurance issued by us or our agent.

We will pay damages, including prejudgment interest, due to an accident for which a **hosting facility insured** becomes legally liable because of **bodily injury** or **property damage** arising out of the event. The liability coverage provided to a **hosting facility insured** applies only to liability of the **hosting facility insured** which results solely from fault or wrongdoing on the part of a **named insured** or **organizational insured**.

We will defend any such suit seeking those damages, even if the allegations are false or groundless, with legal counsel of our choice. We may investigate any accident and may settle any claim for these damages as we think appropriate. We are not obligated to pay any claim or judgment, or defend any suit, if we have already exhausted the limit of liability set forth in the **declarations page** by paying judgments or settlements.

Additional Exclusions Applicable to Hosting Facility Insureds

The exclusions of Section 5 of this policy apply and in addition:

1. No coverage is extended to a **hosting facility insured** for fault or wrongdoing

related to, arising from, or resulting from, in whole or in part, acts or omissions of the **hosting facility insured**, its employees or agents.

2. We do not cover any **hosting facility insured** against **bodily injury** to any employee of the **hosting facility insured** arising out of or in the course of their employment by the **hosting facility insured** or performing duties relating to the **hosting facility insured's** business.

This policy is signed at the Home Office of the company by its secretary and president.

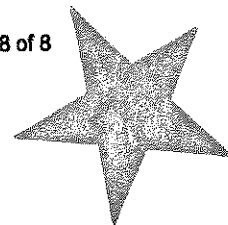
**MARKEL AMERICAN INSURANCE
COMPANY**
Glen Allen, Virginia

Kathleen Anne Sturgeon Bryan W. Sanders

Kathleen A. Sturgeon
Secretary

Bryan W. Sanders
President

Reviewed By
Office of Town Attorney
E. J. [Signature]





MARKEL AMERICAN INSURANCE COMPANY

NEW YORK AMENDATORY ENDORSEMENT

In consideration of the premium paid, it is hereby agreed and understood that your Special Event Liability Insurance policy is amended as follows:

Section 4: What We Insure, item 1. is deleted in its entirety and replaced with the following:

1. Bodily Injury, Property Damage and Personal Injury

We will pay damages, including prejudgment interest, due to an incident for which you or an organizational insured is legally liable because of **bodily injury, property damage, or personal injury** arising out of the event. We will defend any such suit seeking those damages, even if the allegations are fraudulent, false or groundless, with legal counsel of our choice. We may investigate any reported incident and may settle any claim for these damages as we think appropriate. We are not obligated to pay any claim or judgment, or defend any suit, if we have already exhausted the limit of liability set forth in the declarations page by paying judgments or settlements.

Section 5: Bodily Injury, Property Damage and Personal Injury Exclusions, item 18. is deleted in its entirety and replaced with the following:

18. Pyrotechnics, Fireworks, and Laser Light Shows

Bodily injury, property damage, or personal injury arising out of the preparation or presentation of a pyrotechnic show, firework display, or laser light show used in entertainment displays.

Section 7: Duties in the Event of Loss or Damage is deleted in its entirety and replaced with the following:

Section 7: Duties in the Event of Loss or Damage

In the event of an incident you (or someone acting for you) must inform us, our authorized representative, or our licensed agent in New York, as soon as reasonably practicable. The notice must give:

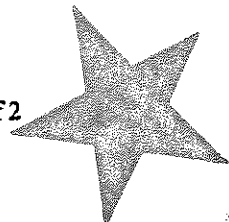
1. The time, place and other facts; and
2. The names and addresses of all involved persons and witnesses.

In addition to providing us with notice, anyone claiming coverage under this policy must:

1. Cooperate with and assist us in any manner concerning a claim or suit;
2. Cooperate with us to enforce any right of contribution or indemnity from any person or organization who may have liability arising out of the incident;
3. Promptly send to us any legal papers received relating to any suit or claim; and
4. Submit to examinations by us, under oath, as we may reasonably require.

Under Section 9: General Conditions, the **False or Fraudulent Acts, Suit Against Us and Non-Cancellation** provisions are deleted in their entirety and replaced with the following:

False or Fraudulent Acts. Any fraud, intentional misstatement or concealment of any material fact in the application, shall render this insurance void, and all claims hereunder shall be forfeited. Submitting, or knowingly aiding or abetting another in presenting a false or fraudulent claim under this policy will result in denial of coverage of that claim.



NEW YORK AMENDATORY ENDORSEMENT

Suit Against Us. No action will be brought unless there has been compliance with the policy provisions.

No action may be brought against us until we agree in writing that the named insured has an obligation to pay or until the amount of that obligation has been finally determined by judgment. No person or organization has any right under this policy to bring us into any action to determine the liability of the named insured.

Non-Cancellation. This insurance cannot be cancelled.

Under Section 9: General Conditions, the Transfer of Defense Obligation provision is added as follows:

Transfer of Defense Obligation.

1. We will give you notice in writing if we determine it is likely that the limit of liability set forth on the **declarations page** will be exhausted in the payment of judgments or written settlements.
2. We will give you notice in writing if the limit of liability set forth on the **declarations page** has been exhausted in the payment of judgments or written settlements. Our notice to you will state that our duty to defend a suit seeking damages subject to the limit of liability that has been exhausted has also ended.

When our duty to defend a suit ends because the limit of liability set forth on the **declarations page** has been exhausted, we will transfer the control of all claims and suits that have been reported to us before the applicable limit of liability was exhausted to you. You must cooperate with us in the transfer of control of such claims and suits.

We will take no action to defend a claim or suit that is reported to us after the applicable limit has been exhausted.

3. You must reimburse us for expenses we incur in transferring the control of claims and suits as described above in item 2. Your duty to reimburse us begins on:
 - a. the date on which the applicable limit of liability is exhausted, if we sent you notice as described above in item 1., or
 - b. the date on which we sent you notice as described above in item 2., if we did not send you notice as described above in item 1.
4. Our failure to comply with this condition will not affect other policy provisions, including the end or our duty to provide a defense after we have paid an amount equal to the applicable limit of liability as a result of judgments or settlements.

Under Section 10: **Hosting Facility Liability Coverage Option**, the following is added:

Coverage for this option applies only if a **hosting facility insured** is identified and designated on the **declarations page** and if election of this coverage option is listed on the **declarations page**.

Under Section 10: **Hosting Facility Liability Coverage Option**, the fourth paragraph is deleted in its entirety and replaced with the following:

We will defend any such suit seeking those damages, even if the allegations are fraudulent, false or groundless, with legal counsel of our choice. We may investigate any accident and may settle any claim for these damages as we think appropriate. We are not obligated to pay any claim or judgment, or defend any suit, if we have already exhausted the limit of liability set forth in the **declarations page** by paying judgments or settlements.

All other terms, conditions, and limitations of the policy remain unchanged.

EVL111-0708

Reviewed By
Office of Town Attorney
E. Faughan

Page 2 of 2





MARKEL AMERICAN INSURANCE COMPANY

COMMERCIAL LIQUOR LIABILITY EXCLUSION ENDORSEMENT

In consideration of the premium paid, it is hereby agreed and understood that your policy is amended as follows:

Under Section 5: Bodily Injury, Property Damage and Personal Injury Exclusions, item 5. is deleted in its entirety and replaced with the following:

5. Commercial Liquor Liability

Bodily injury or property damage for which anyone may be held liable by reason of:

- a. Causing or contributing to the intoxication of any person;
- b. Furnishing alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- c. Violation of any law or regulation relating to the sale, distribution or use of alcoholic beverages.

All other terms, conditions, and limitations of the policy remain unchanged.

Reviewed By
Office of Town Attorney
E. Paughman

Harmless Agreement for Use of Town Property and/or Equipment

This Agreement is made this 01 day of Nov 2023, by WE THE YOUTH INC. (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 11/25/2023 through 11/25/2023.

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:

WE THE YOUTH INC.

Address of Organization:

35 HOPE DANE,

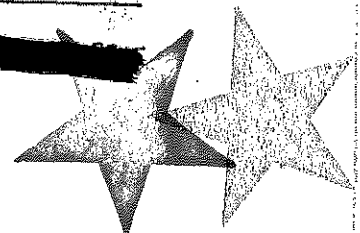
PLAINVILLE, NY-11803

By: SUKHWINDER SINGH
Authorized Representative

Title: DIRECTOR

Telephone Number: [REDACTED]

Reviewed By
Office of Town Attorney
E. [Signature]



DATE: 11/2/23

TO: HIGHWAY OPERATIONS

SUBJECT: We the Youth Inc. Religious Prayers Event

PLEASE DELIVER TO:
Lot H-16 or H-17

Hicksville

CONTACT: Sukhinder Singh
[REDACTED]

DATE OF EVENT: 11/25/23

SNOW FENCE:

BARRICADES: 8

CONES:

SORT PAILS:

PORTABLE LIGHTS:

GENERATOR:

PACKER:

DELIVER ON: 11/22/23



PICKUP ON: 11/27/23

SWEEPING BEFORE AFFAIR IS NEEDED:

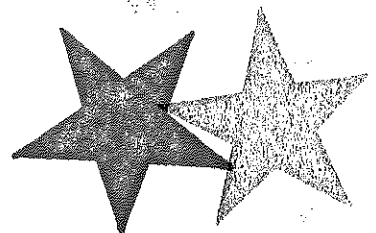
XX
YES NO

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


October 30, 2023

TO: MEMORANDUM DOCKET

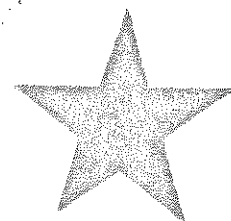
FROM: RICHARD W. LENZ P.E., COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

SUBJECT: WE THE YOUTH INC.
RELIGIOUS PRAYER EVENT

Please reserve a space on the Town Board calendar of November 14th 2023 with respect to the We The Youth Inc. Religious Prayer Event on November 25th 2023. Supplemental memorandum to follow.


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

JCT/kz



Meeting of November 14, 2023

Resolution No.855-2023

WHEREAS, Michael Dell'Anno, Vice-President, Nassau Shores Civic Association, P.O. Box 171, Massapequa, New York 11758, by letter dated October 10, 2023, requested the closure of Unqua Road at Suffolk Road, Nassau Road at Roy Avenue and Nassau Road at Hollywood Avenue, Massapequa, from 12:00 p.m. to 10:00 p.m. on November 24, 2023, as well as the use of one (1) snowmobile, six (6) to eight (8) complete barricades for the ingress/egress points previously referred, and two (2) portable lights for use at Unqua Circle, for the Civic Association's Annual Holiday Tree Lighting Event, to be held on Friday, November 24, 2023, from 6:00 pm until 8:00 pm; and

WHEREAS, Mr. Dell'Anno, by said letter, further requested that the Town Board waive Chapter 82 of the Code of the Town of Oyster Bay, "Alcoholic Beverages", Section 82-3, "Prohibitions", for the duration of the aforementioned event; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated November 2, 2023, advised that the Department of Public Works has no objection to providing the Nassau Shores Civic Association with the closure of Unqua Road at Suffolk Road, Nassau Road at Roy Avenue and Nassau Road at Hollywood Avenue, Massapequa, from 12:00 p.m. to 10:00 p.m. on November 24, 2023, as well as the use of eight (8) complete barricades for the Civic Association's Annual Holiday Tree Lighting Event, to be held on Friday, November 24, 2023, from 6:00 pm until 8:00 pm since that equipment will not be required for use by the Town at that time; and

WHEREAS, the request for a snowmobile and portable lights has been forwarded to the Department of Parks; and

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

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby accepted and approved, and the Department of Public Works is hereby authorized to provide the Nassau Shores Civic Association with the closure of Unqua Road at Suffolk Road, Nassau Road at Roy Avenue and Nassau Road at Hollywood Avenue, in Massapequa, from 12:00 p.m. to 10:00 p.m. on November 24, 2023, as well as the use of eight (8) complete barricades for the Nassau Shores Civic Association's Annual Holiday Tree Lighting Event, to be held on Friday, November 24, 2023, from 6:00 pm until 8:00 pm; with the provisions of Chapter 82 of the Code of the Town of Oyster Bay, "Alcoholic Beverages", Section 82-3, "Prohibitions", waived for the duration of the aforementioned event; and subject to the following terms and conditions:

1. The use of all Town property shall be in conformance with the direction of the Commissioner of the Department of Public Works or his duly authorized representative;

REVIEWED BY
OFFICE OF TOWN ATTORNEY

2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of Town property and equipment, and in the conduct of the afore-described activity;

3. The said organization shall file a certificate of insurance with the 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 afore-described activity; and

4. The said organization shall follow all New York State Guidelines with respect to social distancing, and the afore-described activity may be cancelled at any time by the Town of Oyster Bay at any time, to prevent harm to the population from the COVID 19 Virus, or from any other threat to the public health and/or safety; and be it further

RESOLVED, That the request for a showmobile and portable lights will be fulfilled by the Department of Parks upon payment of the applicable permit fee.

-#-

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

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

TOWN OF OYSTER BAY

Inter-Departmental Memo

November 2, 2023

TO: MEMORANDUM DOCKET

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

SUBJECT: NASSAU SHORES CIVIC ASSOC. ANNUAL HOLIDAY TREE LIGHTING EVENT
TO BE HELD FRIDAY, NOVEMBER 24TH 2023
(SUPPLEMENTAL MEMO #41 10/31/23)


Enclosed please find a copy of the letter from Michael Dell'Anno, Vice President, requesting our assistance on behalf of the Nassau Shores Civic Association in conducting their annual Holiday Tree Lighting Event Friday, November 24th 2023 from 12:00 pm to 10:00 pm.

The Highway Division has no objection to the Nassau Shores Civic Association utilizing Unqua Road at Suffolk Road, Nassau Road at Roy Avenue and Nassau Road at Hollywood Avenue from 12:00 pm to 10:00pm in Massapequa on Friday, November 24th, 2023 for their annual Holiday Tree Lighting Event.

Further, the Highway Division will be pleased to provide eight (8) complete barricades for this event.

The Organization is also requesting the waiver of the Town Ordinance pertaining to the consumption of alcoholic beverages in public (Chapter 82-3 of the Town of Oyster Bay) on behalf of the Nassau Shores Civic Association during their event on November 24th 2023.

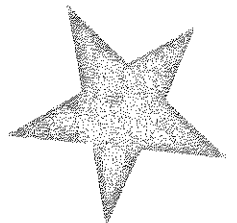
Also attached is the Certificate of Insurance, Endorsement Sheet, and Hold Harmless Agreement to cover this event, therefore, Town Board approval is requested.


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

CT/kaz

Attachments

CC: John C. Tassone, Chief Deputy Commissioner DPW
Cathy McWilliams, Department of Parks
Peter Brown, General Foreman 002
Justin McCaffrey, Commissioner, Department of Public Safety
Grace SantaMaria, Highway Administration





NASSAU SHORES CIVIC ASSOCIATION

Post Office Box 171
Massapequa, N.Y. 11758

October 10, 2023

Supervisor Joseph Saladino
Town of Oyster Bay
54 Audrey Avenue
Oyster Bay, New York 11771-1592

Dear Supervisor Saladino,

On behalf of the Nassau Shores Civic Association, we are respectfully requesting permission to host our annual Holiday Tree Lighting Event. As in the past, it will be held at Unqua Circle in Nassau Shores. We are targeting the date of Friday, November 24, 2023 between 6pm and 8pm. As always, we begin our setup at 12:00pm that day.

In conjunction with the Holiday Tree Lighting Event, we are requesting the following:

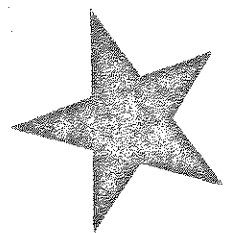
- Road Closure for the following ingress points: Unqua Road at Suffolk Road, Nassau Road at Roy Avenue and Nassau Road at Hollywood Avenue from approximately 12:00PM to 10:00PM.
- One Showmobile (location to be discussed)
- 6-8 barricades / 2 for the aforementioned ingress/egress points noted above
- Open Container law waived for the day. Please include this in your response.
- 2 Portable Lights for the Unqua Circle

Thank you in advance for your assistance in this matter and if there are any questions, please contact me on my cellphone at 516-510-5583.

Sincerely,

Michael Dell'Anno
Vice President
Nassau Shores Civic Association

CC: Commissioner Joseph Pinto
Deputy Commissioner John Tassone
Commissioner Justin McCaffrey
John Guerirro, President of Nassau Shores Civic Association
Kim Zervos





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/01/2023

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 Completely Covered Insurance Agency, Inc 5649 Merrick Road Massapequa, New York 11758 | CONTACT NAME: Michael P. Cracco PHONE: 516-795-2642 FAX: 516-795-3634 EMAIL: info@completelycovered.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: United States Liability Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: |
|--|--|

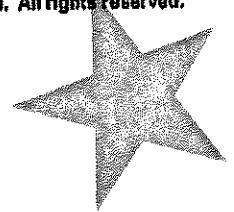
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| TYPE OF INSURANCE | INSURER | POLICY NUMBER | POLICY EFF | POLICY EXP | LIMITS |
|---|---------|---------------|------------|------------|--|
| <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" 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/MEMBER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below | X | 5E1098055 | 11/24/23 | 11/24/23 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOF AGG \$ N/A COMBINED SINGLE LIMIT (Ea 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 \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The limits include applicable retentions. The Town of Oyster Bay, its officers, employees, servants, agents and enumerated volunteers are included as Additional Insured if required by written contract with respect to use of property and equipment for the Tree Lighting held 11/24/2023 at: Unqua Circle, Massapequa, NY 11758
REVIEWED BY
OFFICE OF TOWN ATTORNEY
[Signature]

| | |
|---|---|
| CERTIFICATE HOLDER Town of Oyster Bay Highway Dept & Dept of Works-Sanitation 150 Miller Place Syosset, 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 <i>[Signature]</i> |
|---|---|



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):

Effective Date: 11/24/2023

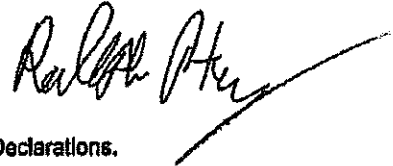
TOWN OF OYSTER BAY

HIGHWAY DEPT & DEPT OF WORKS-SANITATION

150 MILLER PLACE

SYOSSET, NY 11791

REVIEWED BY
OFFICE OF TOWN ATTORNEY



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.

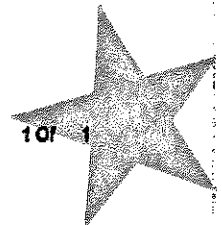
B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

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

Michael DELL'ANNO - V.P.

This Agreement is made this day of 2023, by NASSAU Shores Civic Association (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 Nov 24, 2023 through Nov 24, 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:

NASSAU Shores Civic Association

Address of Organization:

P.O. Box 171

MASSAPEQUA, N.Y. 11758

By:

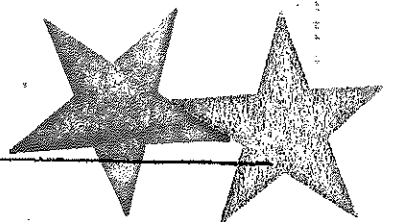
Full Deeds
Authorized Representative

Title: Vice President

Telephone Number:

REVIEWED BY
OFFICE OF TOWN ATTORNEY

Robert P. Sted



DATE: 11/2/23

TO: HIGHWAY OPERATIONS

SUBJECT: Nassau Shores Civic Association 2023 Holiday Tree Lighting Event

PLEASE DELIVER TO:

DATE OF EVENT: 11/24/23

Unqua Circle
Massapequa

BARRICADES: 8

CONES:

SORT PAILS:

CONTACT: Michael Dell'Anno
[REDACTED]

PORTABLE LIGHTS:

GENERATOR:

PACKER:

DELIVER ON: 11/22/23


PICKUP ON: 11/27/22


SWEEPING BEFORE AFFAIR IS NEEDED:

 XX
YES NO

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

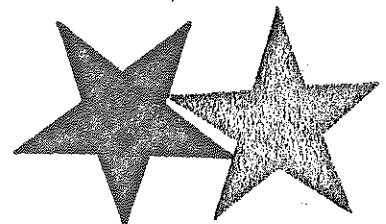
JCT/kaz



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


CC:

Peter Brown, General Foreman 002
Dan Kornfeld
Jack Grandine, Regional Foreman 007
Public Safety Division



TOWN OF OYSTER BAY

Inter-Departmental Memo

October 30, 2023

TO: MEMORANDUM DOCKET

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

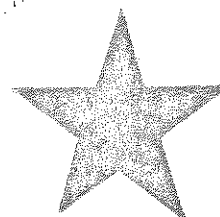
SUBJECT: NASSAU SHORES CIVIC ASSOCIATION
HOLIDAY TREE LIGHTING EVENT

Please reserve a space on the Town Board calendar of November 14, 2023 with respect to the Nassau Shores Civic Association Holiday Tree Lighting Event on November 24, 2023. Supplemental memorandum to follow.



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

JCT/kz



Meeting of November 14, 2023

Resolution No. 856-2023

RESOLVED, That a public hearing will be held before the Town Board, in the Hearing Room, Town Hall, East Building, 54 Audrey Avenue, Oyster Bay, New York 11771, on the 12th day of December, 2023, at 10:00 o'clock a.m., prevailing time, or as soon thereafter as practicable, to consider amending the Code of the Town of Oyster Bay, New York, by adopting a new Local Law entitled, "A LOCAL LAW TO AMEND CHAPTER 209. TAXATION, §209-36. QUALIFICATIONS"; and be it further

RESOLVED, That the Town Clerk shall publish a notice of said hearing in the newspapers of general circulation in the Town of Oyster Bay pursuant to the provisions of law.

-#-

REVIEWED BY
OFFICE OF TOWN ATTORNEY

Robert A. Johnson

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

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

PUBLIC NOTICE

PLEASE TAKE NOTICE, that pursuant to law, a public hearing will be held before the Town Board, in the Hearing Room, Town Hall, East Building, 54 Audrey Avenue, Oyster Bay, New York, on the 12th day of December, 2023, at 10:00 o'clock a.m., prevailing time, or as soon thereafter as practicable, to consider amending the Code of the Town of Oyster Bay, New York, by adopting a new Local Law entitled, "A LOCAL LAW TO AMEND CHAPTER 209. TAXATION, §209-36. QUALIFICATIONS."

The abovementioned Local Law is on file and may be viewed daily (except Saturday, Sunday and Holidays) between the hours of 9:00 a.m. and 4:45 p.m., prevailing time, at the Office of the Town Clerk located at Oyster Bay and Massapequa. All persons interested in the subject matter of said hearing shall have an opportunity to be heard in connection with the aforementioned Local Law at the time and place designated herein.

TOWN BOARD OF TOWN OF OYSTER BAY. JOSEPH S. SALADINO, Supervisor.
RICHARD LaMARCA, Town Clerk. Dated: November 14, 2023, Oyster Bay, New York.

REVIEWED BY
OFFICE OF TOWN ATTORNEY

MS

Elizabeth O. Traynor

16

856

Town of Oyster Bay Inter-Departmental Memo

Town of Oyster Bay Inter-Departmental Memorandum

TO : MEMORANDUM DOCKET

FROM : Office of the Town Attorney

DATE : November 8, 2023

SUBJECT: Proposed Local Law to amend Chapter 209 – Taxation, of the Code of the Town of Oyster Bay, Section 209-36, Qualifications

This office has prepared the following items necessary to establish a new local law referenced above:

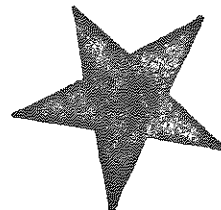
1. Public Notice;
2. Resolution calling for a Public Hearing; and
3. Proposed legislation.

Kindly suspend the rules and place this matter on the Town Board Action calendar for November 14, 2023.

FRANK M. SCALERA
TOWN ATTORNEY

Elizabeth A. Faughnan
Elizabeth A. Faughnan
Deputy Town Attorney

Enclosure



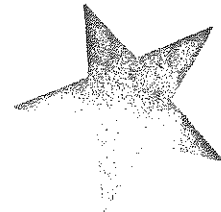
RESOLVED, That a public hearing will be held before the Town Board, in the Hearing Room, Town Hall, East Building, 54 Audrey Avenue, Oyster Bay, New York 11771, on the 12th day of December, 2023, at 10:00 o'clock a.m., prevailing time, or as soon thereafter as practicable, to consider amending the Code of the Town of Oyster Bay, New York, by adopting a new Local Law entitled, "A LOCAL LAW TO AMEND CHAPTER 209. TAXATION, §209-36. QUALIFICATIONS"; and be it further

RESOLVED, That the Town Clerk shall publish a notice of said hearing in the newspapers of general circulation in the Town of Oyster Bay pursuant to the provisions of law.

-#-

REVIEWED BY
OFFICE OF TOWN ATTORNEY

Elizabeth A. Langman



PUBLIC NOTICE

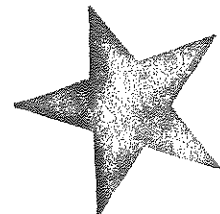
PLEASE TAKE NOTICE, that pursuant to law, a public hearing will be held before the Town Board, in the Hearing Room, Town Hall, East Building, 54 Audrey Avenue, Oyster Bay, New York, on the 12th day of December, 2023, at 10:00 o'clock a.m., prevailing time, or as soon thereafter as practicable, to consider amending the Code of the Town of Oyster Bay, New York, by adopting a new Local Law entitled, "A LOCAL LAW TO AMEND CHAPTER 209. TAXATION, §209-36. QUALIFICATIONS."

The abovementioned Local Law is on file and may be viewed daily (except Saturday, Sunday and Holidays) between the hours of 9:00 a.m. and 4:45 p.m., prevailing time, at the Office of the Town Clerk located at Oyster Bay and Massapequa. All persons interested in the subject matter of said hearing shall have an opportunity to be heard in connection with the aforementioned Local Law at the time and place designated herein.

TOWN BOARD OF TOWN OF OYSTER BAY. JOSEPH S. SALADINO, Supervisor.
RICHARD LaMARCA, Town Clerk. Dated: November 14, 2023, Oyster Bay, New York.

REVIEWED BY
OFFICE OF TOWN ATTORNEY

Elisabeth A. Ferguson



Local Law Filing

Town of OYSTER BAY

Local Law No. _____ of the year 2023

**A LOCAL LAW TO AMEND CHAPTER 209. TAXATION, §209-36.
QUALIFICATIONS**

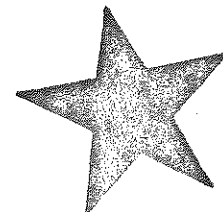
Be it enacted by the TOWN BOARD of THE TOWN OF OYSTER BAY as follows:

SECTION 1. Amend Chapter 209 – TAXATION, Section 209-36(A)(4), to read as follows:

(4) The applicant has been certified by the authority having jurisdiction for the incorporated volunteer fire company or fire department as an enrolled member of such incorporated volunteer fire company or fire department for at least two years or the applicant has been certified by the authority having jurisdiction for the incorporated voluntary ambulance service as an enrolled member of such incorporated voluntary ambulance service for at least two years. The Chairman of the Nassau County Board of Assessors shall determine the procedure for certification;

SECTION 2. SEQR Determination. It is hereby determined pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., that the adoption of this local law is a "Type II" Action within the meaning of Section 617.5 (c)(26) of 6 N.Y.C.R.R., pertaining to "routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment" and, accordingly, is of a class of actions which do not have a significant effect on the environment and no further review is required.

SECTION 3. Severability. If any clause, sentence, paragraph, subdivision, section, or part of this Chapter or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this Chapter, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgment shall be rendered.



SECTION 4. Effective Date. This Local Law shall take effect immediately upon its adoption and filing with the Office of the Secretary of State.

Certification:

I hereby certify that the Local Law annexed hereto, designated as Local Law No. _____ of 2023 of the Town of Oyster Bay was duly passed by the Town Board on _____ 2023, in accordance with the applicable provisions of law.

I further certify that I have compared the preceding Local Law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original Local Law, and was finally adopted in the manner indicated in the preceding paragraph.

Clerk of the Town of Oyster Bay

(Seal)

Date: _____, 2023

STATE OF NEW YORK
COUNTY OF NASSAU

I, the undersigned, hereby certify that the foregoing Local Law contains the correct text and that all proper proceedings have been had or taken for the enactment of the local law annexed hereto.

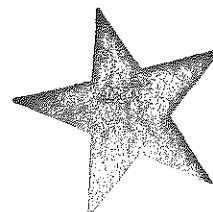
Signature

Town Attorney

Title

Town of _____ Oyster Bay

Date: _____ 2023



*Town of Oyster Bay, NY
Wednesday, November 8, 2023*

Chapter 209. Taxation

Article VIII. Exemption for Volunteer Fire Fighters and Ambulance Workers

§ 209-34. Exemption provided; statutory authority.

The Town of Oyster Bay hereby grants a partial real property tax exemption for qualified volunteer fire fighters and volunteer ambulance workers pursuant to and in accordance with § 466-c of the Real Property Tax Law of the State of New York, as amended.

§ 209-35. Regulations.

- A. Real property owned by an enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service or such enrolled member and spouse shall be exempt from taxation to the extent of 10% of the assessed value of such property for Town taxes, exclusive of special assessments.
[Amended 3-22-2005 by L.L. No. 3-2005]
- B. This article shall take effect on the first day of January next succeeding the date on which it shall have become a law and shall apply to taxable status dates occurring on or after such date.

§ 209-36. Qualifications.

- A. Such exemptions shall not be granted to an enrollment member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service residing within the Town of Oyster Bay unless:
 - (1) The applicant resides in the Town of Oyster Bay, which is served by such incorporated volunteer fire company or fire department or incorporated voluntary ambulance service;
 - (2) The property is the primary residence of the applicant;
 - (3) The property is used exclusively for residential purposes. In the event any portion of such property is not used exclusively for the applicant's residence but is used for other purposes, such portion shall be subject to taxation and the remaining portion only shall be entitled to the exemption provided by this article;
 - (4) The applicant has been certified by the authority having jurisdiction for the incorporated volunteer fire company or fire department as an enrolled member of such incorporated volunteer fire company or fire department for at least five years or the applicant has been certified by the authority having jurisdiction for the incorporated voluntary ambulance service as an enrolled member of such incorporated voluntary ambulance service for at least five years. The Chairman of the Nassau County Board of Assessors shall determine the procedure for certification;

B. Any enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service who accrues more than 20 years of active service and is so certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department or incorporated voluntary ambulance service shall be granted the 10% exemption as authorized by this article for the remainder of his or her life as long as his or her primary residence is located within the Town of Oyster Bay.

C. An exemption claimed under this article by an enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service may be claimed, or continue to be claimed, by the un-remarried spouse of a deceased enrolled member of such incorporated volunteer fire company, fire department or incorporated voluntary ambulance service, provided that:
[Added 9-25-2007 by L.L. No. 11-2007^[1]]

- (1) The applicant resides in the Town of Oyster Bay;
- (2) The property is the primary residence of the applicant;
- (3) The property is used exclusively for residential purposes. In the event any portion of such property is not used exclusively for the applicant's residence, but are used for other purposes, such portion shall be subject to taxation and the remaining portion only shall be entitled to the exemption provided for in this article;
- (4) The applicant is certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department or incorporated voluntary ambulance service as an un-remarried spouse of a deceased enrolled member of such incorporated volunteer fire company, fire department or incorporated voluntary ambulance service;
- (5) Such deceased volunteer had been an enrolled member for at least 20 years; and
- (6) Such deceased volunteer and un-remarried spouse had been receiving the exemption for such property prior to the volunteer's death.

[1] *Editor's Note: This local law also provided for the renumbering of former Subsection C as Subsection E.*

D. An exemption claimed under this article by an enrolled member of an incorporated volunteer fire company, fire department or voluntary ambulance service, may be claimed, or continue to be claimed, by the un-remarried spouse of a deceased, enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service where such member has been killed in the line of duty; provided, however, that:

[Added 9-25-2007 by L.L. No. 11-2007^[2]]

- (1) The applicant resides in the Town of Oyster Bay;
- (2) The property is the primary residence of the applicant;
- (3) The property is used exclusively for residential purposes. In the event any portion of the property is not used exclusively for the applicant's residence, but is used for other purposes, such portion shall be subject to taxation and the remaining portion only shall be entitled to the exemption provided by this article;
- (4) The applicant is certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department or incorporated voluntary ambulance service as an un-remarried spouse of a deceased enrolled member of such incorporated volunteer fire company, fire department or incorporated voluntary ambulance service who was killed in the line of duty;
- (5) Such deceased volunteer had been an enrolled member for at least five years; and
- (6) Such deceased volunteer had been receiving the exemption for such property prior to his or her death.

[2] *Editor's Note: This local law also provided for the renumbering of former Subsection C as Subsection E.*

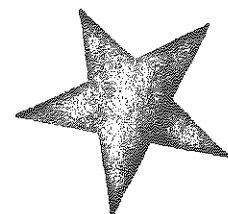
- E." No applicant who is a volunteer fire fighter or volunteer ambulance worker who by reason of such status is receiving any benefit under the provisions of this article on the effective date of this article shall suffer any diminution of such benefit because of the provisions of this section.

§ 209-37. Application process.

Application for such exemption shall be filed with the Nassau County Board of Assessors, on or before the taxable status date of Nassau County on a form as prescribed by the State Board.

§ 209-38. Severability.

If any clause, sentence, paragraph, subdivision, section, or part of this article or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section, or part of this article, or in its application to the person, individual, corporation, firm, partnership, entity or circumstance, directly involved in the controversy in which such order or judgment shall be rendered.



Meeting of November 14, 2023

Resolution No. 857-2023

WHEREAS, Section 205-9 of the Code of the Town of Oyster Bay states that in the event a property owner shall fail to fully satisfy any bill or invoice for sidewalk repairs within sixty (60) days of billing or invoicing, the Town shall be reimbursed by an assessment resolution; and

WHEREAS, Steven C. Ballas, Comptroller, by memorandum dated September 27, 2023, requested that pursuant to Section 205-9 of the Code of the Town of Oyster Bay, the attached list of sidewalk repair accounts be referred to the County of Nassau for assessment as no monies have been collected for a period of over sixty (60) days since having been billed; and

WHEREAS, Frank M. Scalera, Town Attorney, and Elizabeth A. Faughnan, Deputy Town Attorney, by memorandum dated November 3, 2023, requested Town Board authorization to refer the abovementioned list of the properties associated with the sidewalk repair accounts to the County of Nassau for assessment; and

WHEREAS, Town Attorney Scalera and Deputy Town Attorney Faughnan, by said memorandum, further requested Town Board authorization for the Town Clerk to file a certified copy of the assessment resolution with the Clerk of the Nassau County Legislature,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby approved, and the Town Board hereby authorizes the properties detailed on the attached list, associated with the sidewalk repair accounts, be referred to the County of Nassau for assessment; and be it further

RESOLVED, that the Town Clerk is hereby authorized to file a certified copy of this Resolution with the Clerk of the Legislature of Nassau County, so that the amounts set forth on the attached list may be assessed by the Legislature of Nassau County against each of the respective parcels at the same time as other taxes are levied and 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 | Aye |

Reviewed By
Office of Town Attorney
Elizabeth A. Faughnan

857

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET
FROM: Office of the Town Attorney
DATE: November 3, 2023
SUBJECT: Sidewalk Repair Assessments

Steven C. Ballas, Comptroller, by memorandum dated September 27, 2023, advised the Office of the Town Attorney that there exists a list of sidewalk repair accounts for which no monies have been collected from property owners, with said payments being in arrears for a period of over sixty (60) days past the due date for said payments set forth in their original agreement with the Town. The Comptroller annexed this list to its memorandum and requested that said accounts be referred to the County of Nassau for placement on the Nassau County Tax Assessment Rolls, pursuant to Town Board Resolution.

Section 205-9 of the Code of the Town of Oyster Bay provides that failure to pay for the billing for sidewalk repairs within sixty (60) days of said billing will result in an assessment resolution.

Based upon the foregoing, Town Board authorization is hereby requested to refer the properties associated with the attached list of sidewalk repair accounts to the County of Nassau for assessment as no monies have been collected for same for a period of over sixty (60) days since they were due. It is further requested that the Town Board authorize the Town Clerk to file a certified copy of the assessment resolution with the Clerk of the Nassau County Legislature, so that the amounts on the attached list may be assessed by the Legislature of Nassau County against each respective parcel at the same time other taxes are levied and assured.

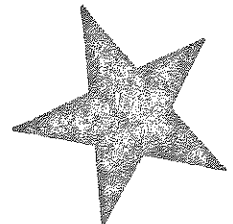
Kindly include this matter on the Town Board Action Calendar for November 14, 2023.

FRANK M. SCALERA
TOWN ATTORNEY

Elizabeth A. Faughnan

Elizabeth A. Faughnan
Deputy Town Attorney

Eaf:eaf
GS963



Reviewed By
Office of Town Attorney
Elizabeth A. Faughnan

WHEREAS, Section 205-9 of the Code of the Town of Oyster Bay states that in the event a property owner shall fail to fully satisfy any bill or invoice for sidewalk repairs within sixty (60) days of billing or invoicing, the Town shall be reimbursed by an assessment resolution; and

WHEREAS, Steven C. Ballas, Comptroller, by memorandum dated September 27, 2023, requested that pursuant to Section 205-9 of the Code of the Town of Oyster Bay, the attached list of sidewalk repair accounts be referred to the County of Nassau for assessment as no monies have been collected for a period of over sixty (60) days since having been billed; and

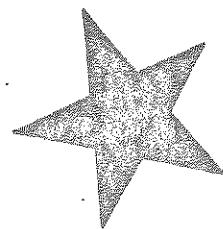
WHEREAS, Frank M. Scalera, Town Attorney, and Elizabeth A. Faughnan, Deputy Town Attorney, by memorandum dated November 3, 2023, requested Town Board authorization to refer the abovementioned list of the properties associated with the sidewalk repair accounts to the County of Nassau for assessment; and

WHEREAS, Town Attorney Scalera and Deputy Town Attorney Faughnan, by said memorandum, further requested Town Board authorization for the Town Clerk to file a certified copy of the assessment resolution with the Clerk of the Nassau County Legislature,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby approved, and the Town Board hereby authorizes the properties detailed on the attached list, associated with the sidewalk repair accounts, be referred to the County of Nassau for assessment; and be it further

RESOLVED, that the Town Clerk is hereby authorized to file a certified copy of this Resolution with the Clerk of the Legislature of Nassau County, so that the amounts set forth on the attached list may be assessed by the Legislature of Nassau County against each of the respective parcels at the same time as other taxes are levied and assessed.

-#-



EAF

TOWN OF OYSTER BAY

Inter-Departmental Memo

SEPTEMBER 27, 2023

To: FRANK M. SCALERA, TOWN ATTORNEY
From: STEVEN C. BALLAS, COMPTROLLER
Subject: OUTSTANDING BALANCE FOR SIDEWALK REPAIRS
(NO MONIES COLLECTED)

Attached, please find a current list of amounts owed regarding sidewalk repairs for properties that have not met the terms of their original agreement.

Please note that we have whittled this list down to only nine past due accounts left. Since there are only nine past due accounts left, and we are no longer doing sidewalk repairs for residents, we would like to refer all of these to your office for assessment on the tax rolls in accordance with Section 205.9(B) of the Code of the Town of Oyster Bay to close this out.

Please inform this office of the dispositions of these accounts. We will continue to bill said accounts until they are referred to the docket for assessment by your office. In the event any payments, whether whole or partial are received, you will be notified.

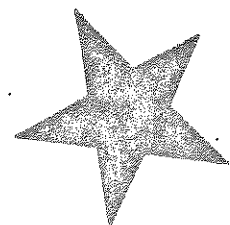
RECD TOWN ATTORNEY
29 SEP 29 2023

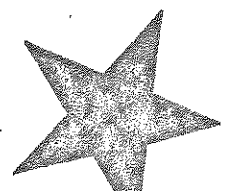

STEVEN C. BALLAS
COMPTROLLER

Attachments

SCB:sp

cc: Accounting Division
Reading File





| 2023 SIDEWALK REPAIR DELINQUENCY WORKSHEET | | | | | | | | | | | | |
|--|-----------------|------------------|-------|----------|-----------------|-----------------------|-----|-----|-------|-----|---------------------------------|--|
| ACCOUNT# | MAILING ADDRESS | CITY | STATE | ZIP CODE | CURRENT BALANCE | ORIGINAL BILLING DATE | SEC | BLK | LOT | SD | Property Address | |
| 1944 | 554 PARKSIDE DR | JERICHO | NY | 11753 | 108.37 | 01/31/19 | 12 | 518 | 13 | 015 | 554 PARKSIDE DR, JERICHO 11753 | |
| M484 | 152 SUMMIT DR | NORTH MASSAPEQUA | NY | 11758 | 831.25 | 12/31/20 | 48 | 84 | 1332A | 022 | 152 SUMMIT DR, MASSAPEQUA 11758 | |
| M513 | 141 UNQUA RD | MASSAPEQUA | NY | 11758 | 509.25 | 12/31/20 | 66 | 24 | 17 | 023 | 141 UNQUA RD, MASSAPEQUA 11758 | |

AS OF AUGUST 31, 2023

Total

1,448.87

Meeting of November 14, 2023

Resolution No.858-2023

WHEREAS, Sheila Tarnowski, Director, Legislative Affairs, by memorandum dated November 6, 2023, recommended adoption of the following Town Board Meeting Schedule for 2024:

2024 Meeting Schedule

| | | |
|-----------|----|--|
| January | 9 | 10:00 a.m. |
| January | 23 | 10:00 a.m. |
| February | 13 | 10:00 a.m. |
| February | 27 | 10:00 a.m. |
| March | 5 | 10:00 a.m. |
| March | 19 | 10:00 a.m. |
| April | 9 | 10:00 a.m. |
| May | 7 | 7:00 p.m. |
| May | 21 | 10:00 a.m. |
| June | 11 | 10:00 a.m. |
| June | 25 | 10:00 a.m. |
| July | 16 | 10:00 a.m. |
| August | 13 | 10:00 a.m. |
| September | 10 | 10:00 a.m. |
| October | 1 | 10:00 a.m. |
| October | 15 | 10:00 a.m. & 7:00 p.m. (budget hearings) |
| October | 29 | 10:00 a.m. |
| November | 19 | 10:00 a.m. |
| December | 10 | 10:00 a.m. |

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town Board Meeting Schedule hereinabove set forth is hereby adopted.

-#-

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

November 6, 2023

TO: MEMORANDUM DOCKET

FROM: SHEILA TARNOWSKI, DIRECTOR, LEGISLATIVE AFFAIRS

THRU: OFFICE OF THE TOWN ATTORNEY

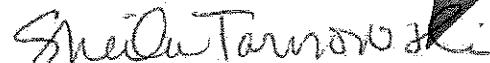
SUBJECT: PROPOSED TOWN BOARD MEETING DATES – 2024

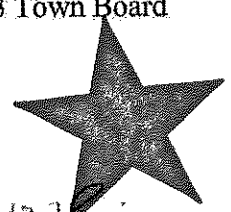
The following are the proposed Town Board Meeting dates for 2024.

| | |
|--------------|--------------------------------------|
| January 9 | 10:00 am |
| January 23 | 10:00 am |
| February 13 | 10:00 am |
| February 27 | 10:00 am |
| March 5 | 10:00 am |
| March 19 | 10:00 am |
| April 9 | 10:00 am |
| May 7 | 7:00 pm |
| May 21 | 10:00 am |
| June 11 | 10:00 am |
| June 25 | 10:00 am |
| July 16 | 10:00 am |
| August 13 | 10:00 am |
| September 10 | 10:00 am |
| October 1 | 10:00 am |
| October 15 | 10:00 am & 7:00 pm (budget hearings) |
| October 29 | 10:00 am |
| November 19 | 10:00 am |
| December 10 | 10:00 am |

I respectfully request Town Board approval to set these dates for the 2024 Town Board Meeting Schedule. Kindly suspend the rules and place this item on the November 14, 2023 Town Board Calendar.

FRANK M. SCALERA
TOWN ATTORNEY


Sheila Tarnowski
Director, Legislative Affairs



Meeting of November 14, 2023

Resolution No.859-2023

WHEREAS, on September 28, 2023, a Town vehicle caught fire at the Town facility at 200 Carman Mill Road, Massapequa, New York, resulting in an insurance claim being submitted by the Town to its property insurance carrier, Allianz Insurance Company/AGCS Marine Insurance Company ("Allianz"); and

WHEREAS, Frank M. Scalera, Town Attorney, and Jeffrey Lesser, Deputy Town Attorney, by memorandum dated November 6, 2023, have advised that Allianz has agreed to resolve the insurance claim of the total loss to the vehicle, a 2016 Dodge Ram truck, with payment by Allianz to the Town being issued in the amount of \$12,833.33, reflecting the ACV value of the truck at \$37,833.33, and the application of the deductible of the Town of \$25,000.00, and with the vehicle then becoming the property of Allianz; and

WHEREAS, said memorandum of Messrs. Scalera and Lesser advised that acceptance of \$12,833.33, in full and final payment, is in the best interests of the Town,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted by the Town Board, which authorizes receipt of payment in the sum of \$12,833.33, as full settlement of fire damage claim to the subject 2016 Dodge Ram truck, which sustained damage on September 28, 2023, and be it further

RESOLVED, That the Office of Town Attorney is authorized to finalize any agreement required to facilitate the settlement of the subject insurance claim.

-#-

7/11/23
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 |

859

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

TO : Memorandum Docket

FROM : Office of the Town Attorney

DATE : November 6, 2023

SUBJECT: Settlement of Insurance Claim
Fire to Town Vehicle on September 18, 2023
Our Matter No. 2023-9330

On September 28, 2023, a Town vehicle caught fire at the Town facility at 200 Carman Mill Road, Massapequa, New York. The damaged vehicle was a 2016 Dodge Ram dump truck. According to a Town employee, while he was working on the fuel system, a fire erupted to the vehicle, causing total damage.

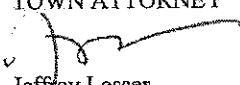
The matter was submitted to the Town property insurance carrier, Allianz Insurance Company/AGCS Marine Insurance Company ("Allianz"). Allianz set the ACV value of the truck at \$37,833.33. Subtracting the Town deductible of \$25,000.00, Allianz has agreed to pay the Town \$12,833.33, in full and final settlement of the insurance claim.

It is this Office's opinion that such insurance settlement is fair and reasonable, and it is in the best interests of the Town to accept the insurance settlement. The truck, which was "totaled", will become the property of Allianz.

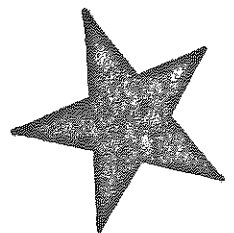
Accordingly, we have attached a resolution authorizing receipt of payment of \$12,833.33, and requesting Town Board authorization for finalization of the insurance settlement, regarding the total damage to the 2016 Ram truck.

Kindly suspend the rules and place this matter on the Town Board Action Calendar for Tuesday, November 14, 2023.

FRANK M. SCALERA
TOWN ATTORNEY


Jeffrey Lesser
Deputy Town Attorney

JL:jl
Attachment



7/11/23
Reviewed By
Office of Town Attorney

WHEREAS, on September 28, 2023, a Town vehicle caught fire at the Town facility at 200 Carman Mill Road, Massapequa, New York, resulting in an insurance claim being submitted by the Town to its property insurance carrier, Allianz Insurance Company/AGCS Marine Insurance Company ("Allianz"); and

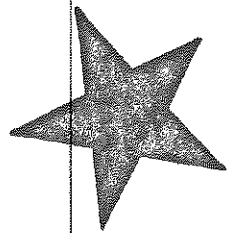
WHEREAS, Frank M. Scalera, Town Attorney, and Jeffrey Lesser, Deputy Town Attorney, by memorandum dated November 6, 2023, have advised that Allianz has agreed to resolve the insurance claim of the total loss to the vehicle, a 2016 Dodge Ram truck, with payment by Allianz to the Town being issued in the amount of \$12,833.33, reflecting the ACV value of the truck at \$37,833.33, and the application of the deductible of the Town of \$25,000.00, and with the vehicle then becoming the property of Allianz; and

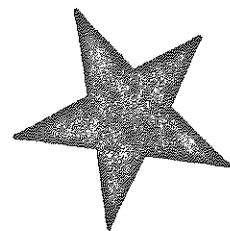
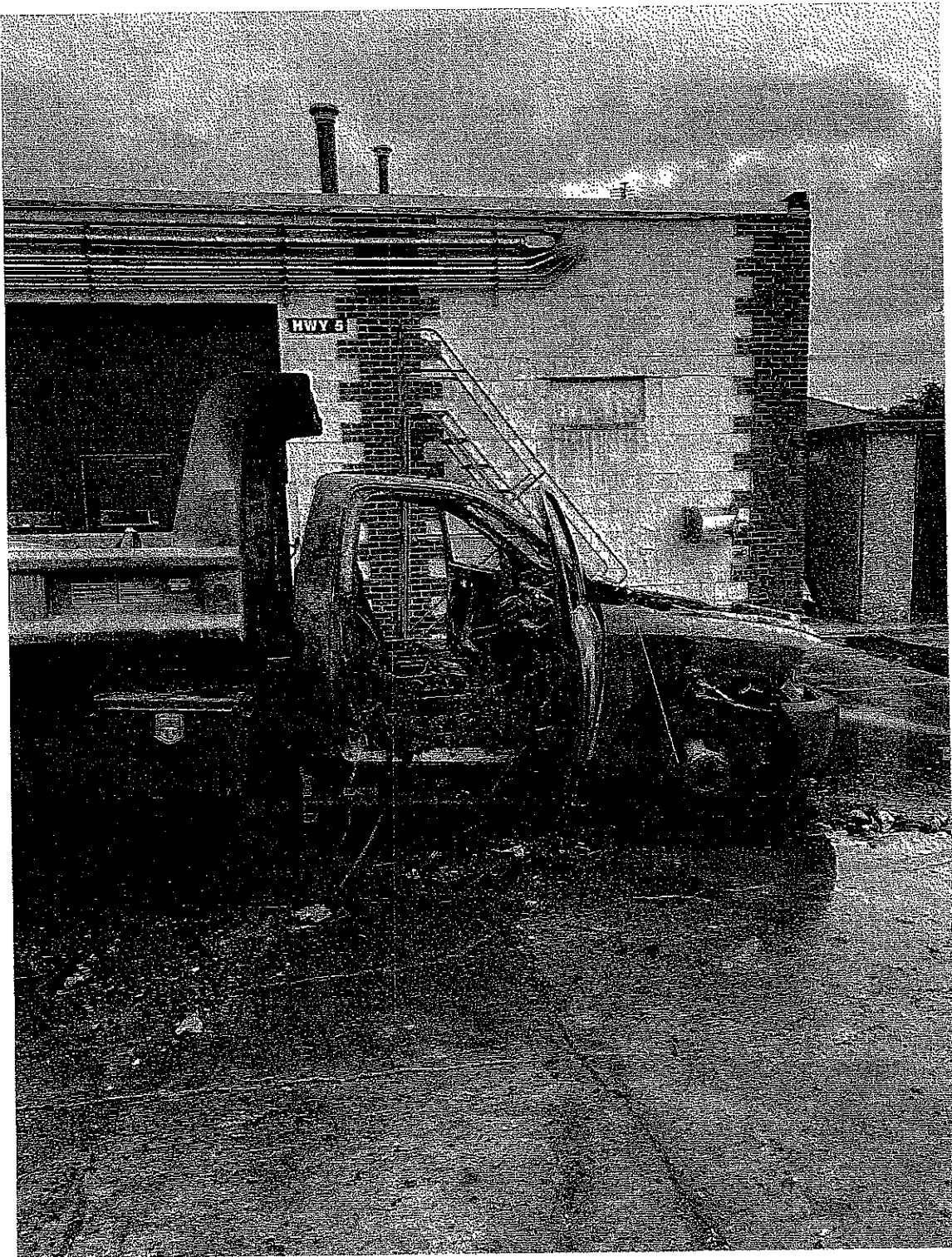
WHEREAS, said memorandum of Messrs. Scalera and Lesser advised that acceptance of \$12,833.33, in full and final payment, is in the best interests of the Town,

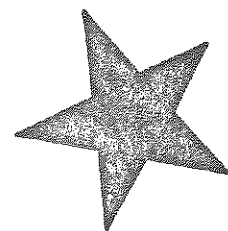
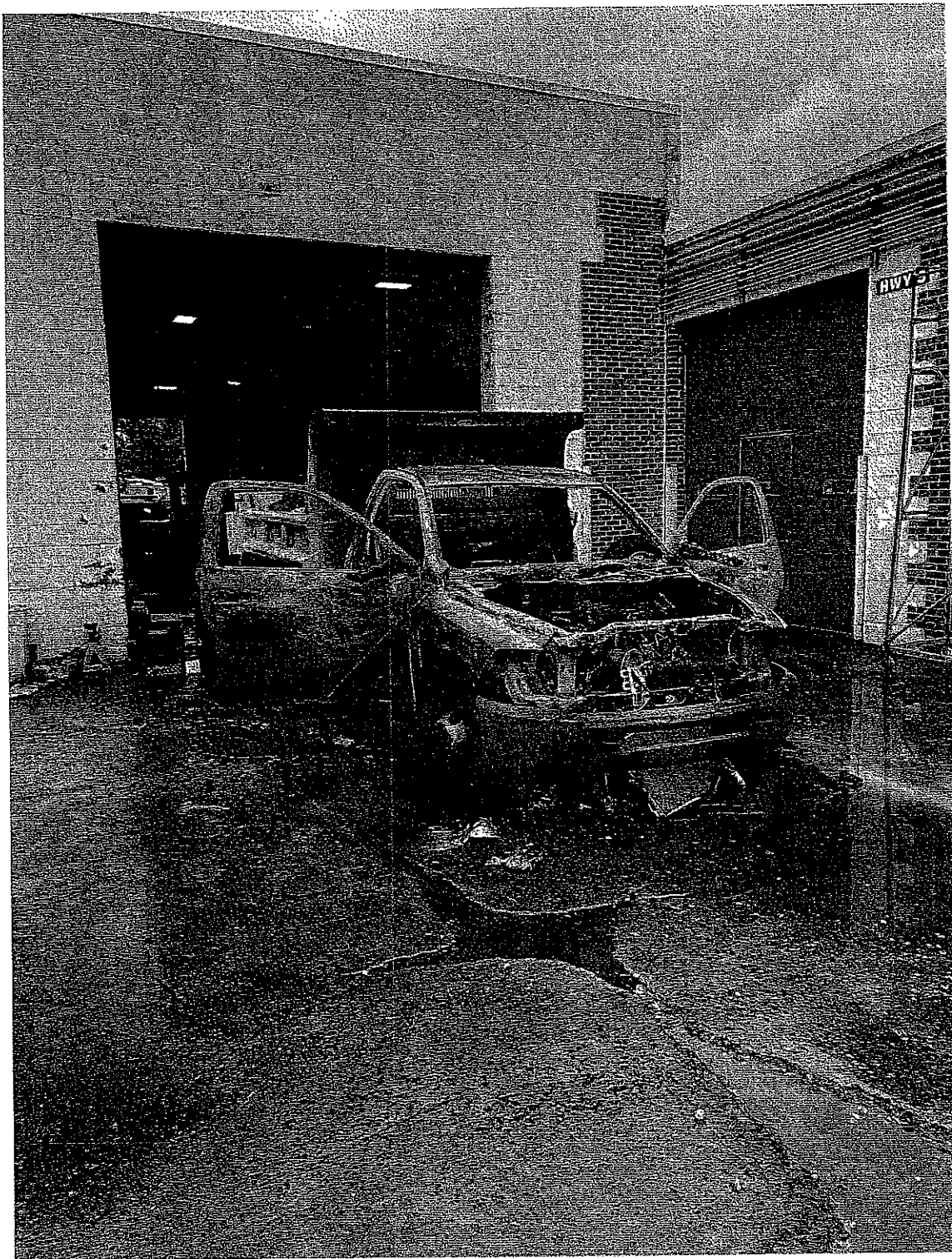
NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted by the Town Board, which authorizes receipt of payment in the sum of \$12,833.33, as full settlement of fire damage claim to the subject 2016 Dodge Ram truck, which sustained damage on September 28, 2023, and be it further

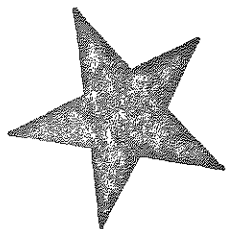
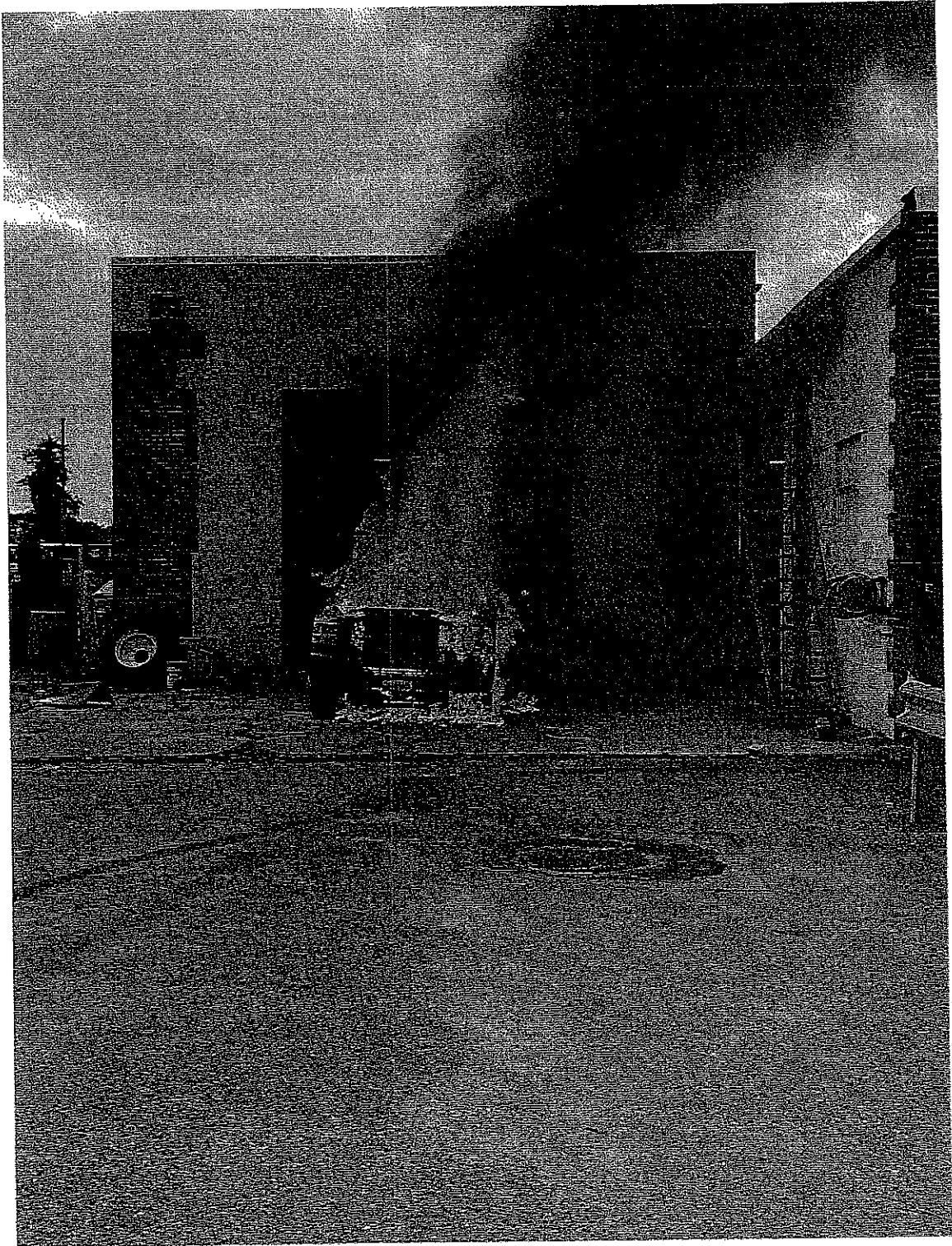
RESOLVED, That the Office of Town Attorney is authorized to finalize any agreement required to facilitate the settlement of the subject insurance claim.

-#-









From: Murray, Ellen (Allianz Commercial) <ellen.murray@agcs.allianz.com>
Sent: Wednesday, October 25, 2023 3:45 PM
To: Jeffrey Lesser
Subject: RE: Claim# 80171905 TOWN OF OYSTER BAY

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!

Internal

Hi Jeff,

I apologize for the confusion, I will make sure to remove the SD part of the mailing address. Please let me know if you have any questions.

Thank you,



Ellen Murray
Sr. Claims Associate
AGCS Marine Insurance Company

Allianz Commercial | Claims | One Progress Point Pkwy 2nd Fl | O'Fallon, MO 63368
Direct: +1.636.577.6688 | ellen.murray@agcs.allianz.com | www.commercial.allianz.com



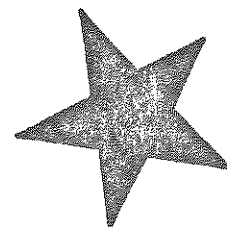
Please consider the environment before printing this email and attachments.



*Products offered by the Allianz Global Risks United States family of companies which include Fireman's Fund Indemnity Corporation, Allianz Underwriters Insurance Company, Allianz Risk Transfer (Bermuda), Limited, AGCS Marine Insurance Company, Fireman's Fund Insurance Company, National Surety Corporation, American Automobile Insurance Company, Interstate Fire & Casualty Company and Chicago Insurance Company

Allianz is committed to delivering on our claims promise. Read our [Claims Pledge](#) which outlines our commitment to ensuring you have a superior claims experience. We hope you will take the time to share your feedback with us..

From: Jeffrey Lesser <jlesser@oysterbay-ny.gov>
Sent: Wednesday, October 25, 2023 2:22 PM
To: Murray, Ellen (Allianz Commercial) <ellen.murray@agcs.allianz.com>
Subject: RE: Claim# 80171905 TOWN OF OYSTER BAY



Thank you for your email. I am running the settlement offer past people at the Town who have the authority for final acceptance (just give me a little time). In the meantime, please correct the mailing address - taking out the South Dakota entry. The correct address is under my name below. Thank you, Ellen.

Jeff

Jeffrey Lesser, Esq.
Deputy Town Attorney- Town of Oyster Bay
Office of Frank M. Scalera
54 Audrey Avenue
Oyster Bay, NY 11771
Tele: 516-624-6150
Fax: 516-624-6196 (not for service)



All material contained in this email, including attachments, is privileged and intended solely for the person to whom the email has been addressed. The email and attached files are confidential.

This communication may contain material protected by attorney-client, work product, or other privileges. If you are not the intended recipient or person responsible for delivering this confidential communication to the intended recipient, you have received this communication in error, and any review, use, dissemination, forwarding, printing, copying, or other distribution of this email message and any attached files is strictly prohibited. If you have received this confidential communication in error, please notify the sender immediately by reply email message and permanently delete the original message.

From: Murray, Ellen (Allianz Commercial) <ellen.murray@agcs.allianz.com>
Sent: Wednesday, October 25, 2023 2:45 PM
To: Jeffrey Lesser <jlesser@oysterbay-ny.gov>
Cc: Carol Figlioli <CFiglioli@salernoins.com>
Subject: RE: Claim# 80171905 TOWN OF OYSTER BAY

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!

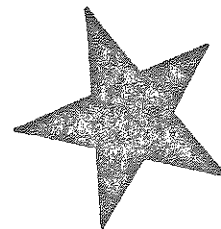
Internal

Good afternoon,

We acknowledge the receipt of your claim. Engle Martin has determined your vehicle is a total loss. We have reviewed your claim and based on the terms and conditions of your policy, our settlement offer is as follows:

| | |
|----------------------|-----------------------|
| ACV OF 2016 RAM 3500 | \$37,833.33 |
| DEDUCTIBLE | (\$25,000.00) |
| NET LOSS AMOUNT | \$12,833.33 |
| PAYABLE TO | TOWN OF OYSTER BAY |
| MAILING ADDRESS | 64 AUDREY AVENUE |
| | SIOUX FALLS, SD 57104 |
| | OYSTER BAY, NY 11771 |

Please review the settlement offer, advise if you accept and confirm the mailing address for the settlement check is correct.



I have referred your claim to our salvage department, someone from salvage will reach out to you shortly. They will need to know if you have any interest in retaining the vehicle, they would determine the cost to retain. They will also need you to send the title for the vehicle and will provide you the address for mailing the title.

Please let me know if you have any questions.

Thank you,



Ellen Murray
Sr. Claims Associate
AGCS Marine Insurance Company

Allianz Commercial | Claims | One Progress Point Pkwy 2nd Fl | O'Fallon, MO 63368
Direct: +1.636.577.6688 | ellen.murray@agcs.allianz.com | www.commercial.allianz.com



Please consider the environment before printing this email and attachments.



*Products offered by the Allianz Global Risks United States family of companies which include Fireman's Fund Indemnity Corporation, Allianz Underwriters Insurance Company, Allianz Risk Transfer (Bermuda), Limited, AGCS Marine Insurance Company, Fireman's Fund Insurance Company, National Surety Corporation, American Automobile Insurance Company, Interstate Fire & Casualty Company and Chicago Insurance Company

Allianz is committed to delivering on our claims promise. Read our [Claims Pledge](#) which outlines our commitment to ensuring you have a superior claims experience. We hope you will take the time to share your feedback with us..

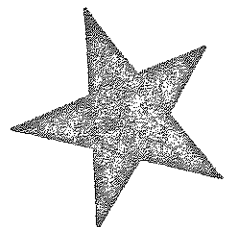
From: Murray, Ellen (Allianz Commercial)
Sent: Thursday, October 12, 2023 3:51 PM
To: JLESSER@OYSTERBAY-NY.GOV
Subject: Claim# 80171905 TOWN OF OYSTER BAY

Internal

Good afternoon Jeff,

I left a message with your office this afternoon and wanted to follow up with an email. We have recently received notification of your property damage loss on . To enable us to give this claim further consideration subject to the terms and Conditions of your Policy of Insurance, it is necessary to furnish us with the following documents and/or information:

- 1) Loss location - include street address, city, state and zip code
- 2) Current location - include street address, city, state and zip code
- 3) Details on how the fire started
- 4) Does the vehicle have a lien/loan? Name of financial company



WHEREAS, Frank M. Scalera, Town Attorney, and Anthony C. Curcio, Deputy Town Attorney, by memorandum, dated November 6, 2023, advised that in February 2022, Mr. Gurinder Singh, owner of 16 Fountain Street, Hicksville, New York 11801, inquired as to purchasing the property owned by the Town of Oyster Bay adjacent to his, more particularly known as Section 12, Block 231, Lots 19, 21, 23, 25 & 138 on the Land and Tax Map of Nassau County ("Subject Premises"); and

WHEREAS, Frank M. Scalera and Anthony C. Curcio, by said memorandum, further advised that in furtherance of his interest in purchasing the Subject Premises, Mr. Singh, at his cost, obtained an appraisal of the Subject Premises from JL Appraisal Service. That appraisal concluded that the fair market value of the Subject Premises was SIX THOUSAND and 00/100 (\$6,000.00) DOLLARS; and

WHEREAS, Frank M. Scalera and Anthony C. Curcio, by said memorandum, further advised that in accordance with Town policy, an offer to purchase the Subject Premises was conveyed to the owners of both properties adjacent to the Subject Premises. Mr. and Mrs. Puthusser, the owners of 26 Fountain Street, Hicksville, New York 11801, declined the Town's offer. Mr. Singh, subsequently replied and accepted the Town's offer to enter into a Contract of Sale for the purchase of the Subject Premises; and

WHEREAS, John Tassone, Chief Deputy Commissioner, Department of Public Works, by email dated March 15, 2023, advised that the Department of Public Works had no objection to the sale of the Subject Premises as surplus and there is no drainage pipe, basin or public lighting that would require an easement; and

WHEREAS, Julia Schneider, Director of TEQR, Department of Environmental Resources, by memorandum dated October 13, 2023, advised that the proposed land sale is classified as an Unlisted Action and the environmental review and subsequent TEQR Report have been prepared pursuant to the provisions of the New York State Environmental Quality Review Act (Article 8 of the Environmental Conservation Law (ECL), as promulgated in the regulations contained in 6 NYCRR Part 617, (SEQR)) and the Town of Oyster Bay Environmental Quality Review (TEQR) Law (Chapter 110 of the Code of the Town of Oyster Bay); and

WHEREAS, Julia Schneider, by said memorandum, requested that the Town Board declare a **NEGATIVE DECLARATION** in connection with the proposed action, based on the comprehensive review of the environmental parameters provided in the TEQR Report, dated October 13, 2023 in arriving at the aforementioned determination; and

WHEREAS, Frank M. Scalera and Anthony C. Curcio, by the aforementioned memorandum, requested Town Board authorization for the Supervisor, or his designee, to execute a Contract of Sale for the sale of the Subject Premises, as prepared and approved by the Office of the Town Attorney, for SIX THOUSAND and 00/100 (\$6,000.00) DOLLARS to Gurinder Singh, and to execute the Deed and related transfer documents for the sale of the Subject Premises, subject to permissive referendum,

Reviewed By
Office of Town Attorney

NOW, THEREFORE, BE IT RESOLVED, that the Town Board declares that the Subject Premises known as Section 12, Block 231, Lots 19, 21, 23, 25 & 138 on the Land and Tax Map of Nassau County is surplus property; and be it further

RESOLVED, That the Town Board declares that the sale of the Subject Premises, is an Unlisted Action, pursuant to the New York State Environmental Quality Review Act; and be it further

RESOLVED, That the Town Board declares a Negative Declaration in connection with the sale of the Subject Premises, based on the comprehensive review of the environmental parameters provided in the TEQR Report, dated October 13, 2023 in arriving at the aforementioned determination; and be it further

RESOLVED, That the recommendation and request as hereinabove set forth are accepted and approved, and the Supervisor or his designee is authorized to execute a Contract of Sale for the sale of the subject property as prepared and approved by the Office of the Town Attorney for SIX THOUSAND and 00/100 (\$6,000.00) DOLLARS to Gurinder Singh, and to execute the Deed and related transfer documents for the sale of the property; and be it further

RESOLVED, That the sale of the Subject Premises is subject to a thirty (30) day permissive referendum; and be it further

RESOLVED, That the Town Clerk is directed and authorized to publish a Public Notice of the adoption of this Resolution in a newspaper of general circulation.

-#-

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

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

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN, that on November 14, 2023, the Town Board of the Town of Oyster Bay, County of Nassau, New York, at a regular meeting thereof, adopted the following Resolution, subject to permissive referendum:

WHEREAS, Frank M. Scalera, Town Attorney, and Anthony C. Curcio, Deputy Town Attorney, by memorandum, dated November 6, 2023, advised that in February 2022, Mr. Gurinder Singh, owner of 16 Fountain Street, Hicksville, New York 11801, inquired as to purchasing the property owned by the Town of Oyster Bay adjacent to his, more particularly known as Section 12, Block 231, Lots 19, 21, 23, 25 & 138 on the Land and Tax Map of Nassau County ("Subject Premises"); and

WHEREAS, Frank M. Scalera and Anthony C. Curcio, by said memorandum, further advised that in furtherance of his interest in purchasing the Subject Premises, Mr. Singh, at his cost, obtained an appraisal of the Subject Premises from JL Appraisal Service. That appraisal concluded that the fair market value of the Subject Premises was SIX THOUSAND and 00/100 (\$6,000.00) DOLLARS; and

WHEREAS, Frank M. Scalera and Anthony C. Curcio, by said memorandum, further advised that in accordance with Town policy, an offer to purchase the Subject Premises was conveyed to the owners of both properties adjacent to the Subject Premises. Mr. and Mrs. Puthusser, the owners of 26 Fountain Street, Hicksville, New York 11801, declined the Town's offer. Mr. Singh, subsequently replied and accepted the Town's offer to enter into a Contract of Sale for the purchase of the Subject Premises; and

WHEREAS, John Tassone, Chief Deputy Commissioner, Department of Public Works, by email dated March 15, 2023, advised that the Department of Public Works had no objection to the sale of the Subject Premises as surplus and there is no drainage pipe, basin or public lighting that would require an easement; and

WHEREAS, Julia Schneider, Director of TEQR, Department of Environmental Resources, by memorandum dated October 13, 2023, advised that the proposed land sale is classified as an Unlisted Action and the environmental review and subsequent TEQR Report have been prepared pursuant to the provisions of the New York State Environmental Quality Review Act (Article 8 of the Environmental Conservation Law (ECL), as promulgated in the regulations contained in 6 NYCRR Part 617, (SEQR)) and the Town of Oyster Bay Environmental Quality Review (TEQR) Law (Chapter 110 of the Code of the Town of Oyster Bay); and

WHEREAS, Julia Schneider, by said memorandum, requested that the Town Board declare a NEGATIVE DECLARATION in connection with the proposed action, based on the comprehensive review of the environmental parameters provided in the TEQR Report, dated October 13, 2023 in arriving at the aforementioned determination; and

Reviewed By
Office of Town Attorney
[Signature]

WHEREAS, Frank M. Scalera and Anthony C. Curcio, by the aforesaid memorandum, requested Town Board authorization for the Supervisor, or his designee, to execute a Contract of Sale for the sale of the Subject Premises, as prepared and approved by the Office of the Town Attorney, for SIX THOUSAND and 00/100 (\$6,000.00) DOLLARS to Gurinder Singh, and to execute the Deed and related transfer documents for the sale of the Subject Premises, subject to permissive referendum,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board declares that the Subject Premises known as Section 12, Block 231, Lots 19, 21, 23, 25 & 138 on the Land and Tax Map of Nassau County is surplus property; and be it further

RESOLVED, That the Town Board declares that the sale of the Subject Premises, is an Unlisted Action, pursuant to the New York State Environmental Quality Review Act; and be it further

RESOLVED, That the Town Board declares a Negative Declaration in connection with the sale of the Subject Premises, based on the comprehensive review of the environmental parameters provided in the TEQR Report, dated October 13, 2023 in arriving at the aforementioned determination; and be it further

RESOLVED, That the recommendation and request as hereinabove set forth are accepted and approved, and the Supervisor or his designee is authorized to execute a Contract of Sale for the sale of the subject property as prepared and approved by the Office of the Town Attorney for SIX THOUSAND and 00/100 (\$6,000.00) DOLLARS to Gurinder Singh, and to execute the Deed and related transfer documents for the sale of the property; and be it further

RESOLVED, That the sale of the Subject Premises is subject to a thirty (30) day permissive referendum; and be it further

RESOLVED, That the Town Clerk is directed and authorized to publish a Public Notice of the adoption of this Resolution in a newspaper of general circulation.

BY ORDER OF THE TOWN BOARD OF THE TOWN OF OYSTER BAY. JOSEPH S. SALADINO, Supervisor and RICHARD L. LAMARCA, Town Clerk. Dated: November 14, 2023

860

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

TO : MEMORANDUM DOCKET

FROM : OFFICE OF THE TOWN ATTORNEY

DATE : November 6, 2023

SUBJECT: Sale of lot adjacent to 16 Fountain Street, Hicksville, New York 11801
Section 12, Block 231, Lots 19, 21, 23, 25 & 138

In February 2022, Mr. Gurinder Singh, owner of 16 Fountain Street, Hicksville, New York 11801, inquired as to purchasing the property owned by the Town of Oyster Bay adjacent to his property, more particularly known as Section 12, Block 231, Lots 19, 21, 23, 25 & 138 on the Land and Tax Map of Nassau County ("Subject Premises"). In furtherance of his interest in purchasing the Subject Premises, Mr. Singh, at his cost, obtained an appraisal of the Subject Premises from JL Appraisal Service. That appraisal concluded that the fair market value of the Subject Premises was SIX THOUSAND and 00/100 (\$6,000.00) DOLLARS.

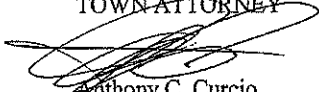
In accordance with Town policy, an offer to purchase the Subject Premises was conveyed to the owners of both properties adjacent to the Subject Premises. Mr. and Mrs. Puthusser, the owners of 26 Fountain Street, Hicksville, New York 11801, declined the Town's offer. Mr. Singh, subsequently replied and accepted the Town's offer to enter into a Contract of Sale for the purchase of the Subject Premises.

It should be noted that there is no broker involved in the aforementioned sale and New York State transfer taxes, if any, would be paid by the Purchaser, resulting in no cost whatsoever to the Town.

This Office is requesting Town Board authorization for the Supervisor, or his designee, to execute a Contract of Sale for the sale of Subject Premises, as prepared and approved by this Office, in the amount of SIX THOUSAND and 00/100 (\$6,000.00) DOLLARS. As this is a conveyance of Town owned property, the sale of the Subject Premises would be subject to a thirty (30) day permissive referendum.

Kindly suspend the rules and place this matter on the Town Board action calendar for the November 14, 2023 meeting.

FRANK M. SCALERA
TOWN ATTORNEY


Anthony C. Curcio
Deputy Town Attorney

ACC:acc
Attachment

