

John Canning by
Vicki Smith Deputy
Commissioner

APPROVED

COMMISSIONER OF HUMAN RESOURCES

Meeting of January 26, 2021

RESOLUTION P-3-2021

WHEREAS, The 2021 Budget, adopted October 27, 2020 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 2021 Budget, on October 27, 2020, 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	Absent
Councilwoman Walsh	Aye

Meeting of January 26, 2021

Resolution No. TF-1-2021

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

ITEM NO.	DEPT.	AMOUNT	FROM
001-21	CYS	\$2,400.00	CYS A 7020 47660 000 0000
			TO
		\$2,400.00	CYS A 7020 23000 000 0000

Reviewed By
Office of Town Attorney
Jim J. Hutton

#

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	Absent
Councilwoman Walsh	Aye

TOWN OF OYSTER BAY
Inter-Departmental Memorandum

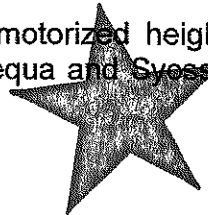
January 14, 2021


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 47660 000 0000	Special Events	\$ 2,400.00
To:	CYS A 7020 23000 000 0000	Other Equipment	\$ 2,400.00

The Transfer will accommodate the purchase of two motorized height-adjustable stands for the Smartboards located at the Massapequa and Syosset Pre-Schools.




Maureen A. Fitzgerald
Commissioner

MAF:iw

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated January 4, 2021, requested that the Town Board authorize the Town Clerk to publish a Public Notice regarding the Request For Proposals (RFP) for the delivery of workshops and one-on-one services to eligible job seekers under the Workforce Innovation and Opportunity Act (WIOA) for the period July 1, 2021 through June 30, 2024, in Newsday, no later than January 31, 2021, to announce that the deadline for submission and receipt for this RFP is February 28, 2021 at 4:00 p.m.,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Town Clerk is hereby authorized and directed to publish a Public Notice in Newsday no later than January 31, 2021; 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. IGA CD 6293 48240 000 CW19.

-#-

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	Absent
Councilwoman Walsh	Aye

TOWN OF OYSTER BAY
Inter-Departmental Memo

January 4, 2021

TO: MEMORANDUM DOCKET


FROM: FRANK V. SAMMARTANO, COMMISSIONER
INTERGOVERNMENTAL AFFAIRS

SUBJECT: PUBLICATION OF REQUEST FOR PROPOSALS FOR PROFESSIONAL
SERVICES UNDER THE WORKFORCE INNOVATION AND OPPORTUNITY
ACT

The Oyster Bay-North Hempstead-Glen Cove Workforce Development Board (WDB) and the Town of Oyster Bay Department of Intergovernmental Affairs' Division of Employment and Training (TOWN) are soliciting proposals for the delivery of workshops and one-on-one services to eligible job seekers under the Workforce Innovation and Opportunity Act (WIOA). Proposals will be accepted for one or more of the listed subject areas. The contract period will be July 1, 2021 through June 30, 2024. The deadline for proposals is 4:00 p.m. on February 28, 2021. Notice of this solicitation will be published in Newsday.

This is a Workforce Innovation and Opportunity Act eligible cost and therefore at no cost to the Town of Oyster Bay.

In this regard, it is requested that the Office of the Town Attorney notify the Town Clerk that the subject notice be published in a newspaper of general circulation (NEWSDAY) no later than January 31, 2021. Funds are available in Other Expenses account IGA CD 6293-48240-000 CW19.


Frank V. Sammartano
Commissioner

**OYSTER BAY-NORTH HEMPSTEAD-GLEN COVE
WORKFORCE DEVELOPMENT AREA**

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
UNDER THE WORKFORCE INNOVATION AND OPPORTUNITY ACT**

The Oyster Bay-North Hempstead-Glen Cove Workforce Development Board (WDB) and the Town of Oyster Bay Department of Intergovernmental Affairs' Division of Employment and Training (TOWN) are soliciting proposals for the delivery of workshops and one-on-one services to eligible job seekers under the Workforce Innovation and Opportunity Act (WIOA). Proposals will be accepted for one or more of the listed subject areas. The contract period will be July 1, 2021 through June 30, 2024. The deadline for proposals is 4:00 p.m. on February 28, 2021. Notice of this solicitation was published in Newsday.

Authorized Contact Person: Prospective applicants are advised that the authorized TOWN contact person for all matters concerning this Request for Proposals (RFP) is:

John Sarcone, Director, Workforce Development Board
Town of Oyster Bay Department of Intergovernmental Affairs
977 Hicksville Road
Massapequa, New York 11758
(516) 797-7973
Jsarcone@oysterbay-ny.gov

The procurement schedule is as follows (dates are subject to change upon notice.)

RFP Issue Date	January 31, 2021
Bidders' Zoom Meeting	February 11, 2021 at 2:00 p.m.*
Application Due Date	February 28, 2021 at 4:00 p.m
Contract Award Date	April 24, 2021
Contract Period	July 1, 2021 through June 30, 2024

*Zoom meeting information will be forwarded upon request.

SCOPE OF WORK

Background

The Oyster Bay-North Hempstead-Glen Cove Workforce Development Board (WDB) provides employment and training services for residents of the Towns of Oyster Bay and North Hempstead and the City of Glen Cove through its direct services arm, The Workforce Partnership (TWP). Funding for these programs is provided by WIOA.



Therefore, under WIOA, the WDB has established a One-Stop service delivery system designed to ensure universal access to workforce development services for unemployed, underemployed incumbent workers and youth. The One-Stop delivery system provides job search assistance, and access to training and related services for job seekers. Services are provided at multiple access points including One-Stop Career Center locations in Hicksville and Massapequa. Services may also be provided at job fairs, business sites requiring rapid response services or other locations. Certain workshops and one-on-one services may also be provided online.

Purpose: Solicitation of Workshop and One-on-One Services for Job Seekers

The WDB and the TOWN are seeking proposals for the delivery of workshops and one-on-one services to supplement existing assistance provided by staff. Services include, but are not limited to the following areas:

Subject Area No. 1: Employability Workshops and One-on-One Services

Employability workshops, including but not limited to such topics as:

- Resume Preparation
- Interviewing Skills
- Salary Negotiation
- Job Search Techniques
- Career Exploration
- Job Search Strategies for Mature (over 40) Workers
- Self-Assessment
- Soft skills enhancement
- Transferable Skills Identification
- Networking
- Managing Change and Stress
- Professional Appearance
- Presentation Skills
- Professional business writing skills
- Developing a positive attitude
- Identifying companies that are hiring

One-on-One Services:

- Individualized Job Readiness Training
- Customized resume preparation/development
- Customized interview preparation, including filming of mock interviews



Subject Area No. 2: Computer Literacy Workshops

- Basic Computers
- Microsoft Office Suite – Word, PowerPoint, Excel
- QuickBooks
- Internet and Email

Subject Area No. 3: Social Media Workshops

- Beginning Social Media
- LinkedIn
- Facebook, Twitter, etc.

ONLINE COURSES

Online presentations should include access to instructional material during live training with download capability. Registrants should have access via audio or real time chat box functions to interact with the instructor and fellow students.

Applicants proposing to provide online courses must address the following:

Describe the format of the online course as well as your experience in online learning, and how it has informed the development of your course. Do you have any special innovative components in mind for the course? What challenges will there be in offering the proposed course(s) online?

Workshops will be provided to groups of up to approximately 25 participants on-site at the following locations:

1. Career Centers
301 Old Country Road, Hicksville, NY 11801
977 Hicksville Road, Massapequa, NY 11758
2. Other locations as needed

Limitations

This Request for Proposals does not commit the TOWN to award a contract, pay costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies. The TOWN reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified sources, if it is in the best interest of the program, or to cancel in part or in its entirety this RFP. The TOWN may require the offerors selected to participate in negotiations and to submit such cost, technical or other revisions of their proposal, as a result of any such negotiations. Applicants' protest rights are limited to violations of federal, State or local laws and regulations.

Proof of Insurance

Approved service providers will be required to submit proof of Comprehensive General Liability Insurance in the amount of \$1,000,000 with an endorsement to the Town of Oyster Bay, as well as Workers Compensation, if applicable.

Eligible Applicants

Proposals are sought from public and private entities and individuals with demonstrated effectiveness in the delivery of services to job seekers, including employability workshops, computer literacy training, and social media techniques.

Health and Safety (COVID-19) Requirements

Service Providers must always adhere to State and local government directives on health and safety.

Funding

Services solicited under this RFP will be procured on a fixed hourly rate. A review committee will conduct a cost benefit analysis and determine cost effectiveness of proposed hourly rates. Service providers must list the amount of hours per class, hourly rates and total costs per class.

Payment will be based on the delivery of each hour of service following verification that services have been delivered and that all other conditions of the contract have been met.

Affirmative Action and Equal Employment Opportunity

The Oyster Bay-North Hempstead-Glen Cove Workforce Development Board is committed to the principles of Affirmative Action and Equal Employment Opportunity and hereby reaffirms that commitment. The Board, its' Grant Recipient and sub-contractors will comply with all of the nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act of 2014, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted permanent resident alien, refugee, asylee, parolee, or other immigrant authorized by the Attorney General to work in the United States or participation in any WIOA Title I financially assisted program or activity; the Non-traditional Employment for Women Act of 1991; Title II of the Genetic Information Nondiscrimination Act of 2008; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; the Americans with Disabilities Act, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to, 29 CFR, Part 34. The United States DOL has the right to seek judicial enforcement of this assistance.

Veterans Priority (NYSDOL Workforce Development System Technical Advisory 12-12.4)

Priority of service will be provided to all veterans and eligible spouses under this program. Therefore, veterans and eligible spouses will be given priority over noncovered persons for the receipt of employment, training and placement services. A veteran or an eligible spouse must either receive access to a service earlier in time than a non-covered person or, if the resource is limited, the veteran or eligible spouse must receive access to the service instead of or before the non-covered person.

Review and Evaluation

Proposals will be reviewed and rated by an evaluation committee in accordance with the criteria listed below. In addition to the proposal review, TOWN reserves the right to observe the applicant in the performance of a similar training session.

CRITERIA		MAXIMUM SCORE
1	Magnitude, scope and complexity of the services to be rendered.	10 points
2	Special equipment, facilities or materials relevant to project, where applicable.	10 points
3	Special knowledge relevant to project – experience and evident capability of the applicant to perform the work required (i.e., licensing and certifications.)	10 points
4	Experience of the firm in assignments of similar size, scope and complexity.	10 points
5	Experience in serving economically and educationally disadvantaged individuals and dislocated workers.	10 points
6	Experience in the delivery of workshops or on-on-one services in the specified areas	10 points
7	Applicant provides a clear description of the services offered.	15 points
8	Cost effectiveness of proposed services.	15 points
9	Services described meet the needs of The Workforce Partnership.	10 points
10	TOTAL	100 POINTS

INSTRUCTIONS FOR COMPLETION OF AN APPLICATION

To be eligible to receive an award, proposals must be fully completed, contain all required documentation, and acquire a minimum score of 70 points. In addition to the above, a demonstration may be necessary to receive an award.

Three copies of your application, one with original signature must be submitted to:

Frank V. Sammartano, Commissioner
Town of Oyster Bay Department of Intergovernmental Affairs
977 Hicksville Road
Massapequa, New York 11758

The deadline for proposals is 4:00 p.m. on February 28, 2021.

PLEASE INCLUDE THE FOLLOWING:

Legal Name of Organization –

Address –

Telephone Number –

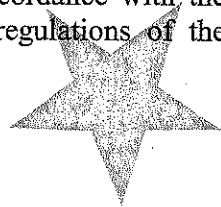
Fax Number –

E-Mail Address –

Chief Executive Officer –

Designated Contact Person –

The undersigned agrees to provide services and conduct the program in accordance with the description provided in this proposal and to comply with the rules and regulations of the Workforce Innovation and Opportunity Act of 2014.



Date

Signature – Chief Executive Officer

WHEREAS, Richard LaMarca, Town Clerk, by memorandum January 4, 2021, requested Town Board authorization to renew the Town of Oyster Bay's membership in the following organizations, which provide helpful information to the Town Clerk's Office and Town Administration in general, with annual membership dues as follows:

1. The Association of Towns of the State of New York: \$1,950.00;
2. New York State Town Clerk's Association: \$75.00; and
3. Nassau/Suffolk Town Clerk's Association: \$50.00.

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and Richard LaMarca, Town Clerk, is hereby authorized to renew the Town of Oyster Bay's membership in the abovementioned organizations for 2021, nunc pro tunc, at the abovementioned annual dues, for a total amount not to exceed \$2,075.00; 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, and that the funds for said payments are to be drawn from Account No. OTC A 1410 47900 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	Absent
Councilwoman Walsh	Aye

Reviewed By
Office of Town Attorney

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

January 4, 2021

TO: MEMORANDUM DOCKET
FROM: RICHARD LaMARCA, TOWN CLERK
SUBJECT: RENEWAL OF VARIOUS TOWN MEMBERSHIPS

Through the Office of the Town Clerk, the Town has maintained memberships in various municipal government associations. Information received through these associations has often proved helpful to the Town Clerk's Office and the Town Administration in general.

Therefore, I request authorization to renew membership in the following associations:

1. The Association of Towns of the State of New York: \$1,950.00.
2. New York State Town Clerk's Association: \$75.00; and
3. Nassau/Suffolk Town Clerk's Association: \$50.00.

Sufficient funds are budgeted in Account Number OTC A 1410 47900 000 0000 for these memberships.

RICHARD LaMARCA
TOWN CLERK


RAYMOND T. SPAGNUOLO
DEPUTY TOWN CLERK



RL:RTS
Attachments



NOV 4 PM 2:11

**THE ASSOCIATION OF TOWNS
of the State of New York**

150 State Street, Albany, New York 12207

"Service and Representation for the 932 Town Governments of New York"

Gerry K. Geist, Executive Director - PHONE: [518] 465-7933 - FAX: [518] 465-0724
Website and e-mail: WWW.NYTOWNS.ORG

November 1, 2020

**Town of Oyster Bay
County Of Nassau**

Annual Town Association Membership Dues for the year beginning
January 1, 2021 as authorized by Article 8 of the Town Law.

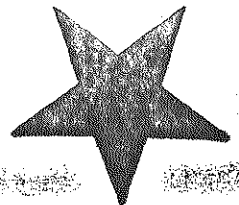
Dues: \$1,950.00

These dues are computed from the latest complete information of your
town's "Total Town Revenue" as reported to the Office of the State
Comptroller.

Claimant's Certification

I certify that the above bill is just, true and correct; that no part thereof has been paid except
as stated and that the balance is actually due and owing, and that taxes from which the
municipality is exempt are not included.

GERRY K. GEIST
Executive Director



Association of Towns of the State of New York Dues Schedule for 2021

FY2018 Revenues:

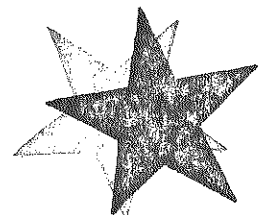
FY2021 Dues:

Between:	\$0	and	\$149,999	=	\$200
Between:	\$150,000	and	\$249,999	=	\$300
Between:	\$250,000	and	\$424,999	=	\$400
Between:	\$425,000	and	\$799,999	=	\$500
Between:	\$800,000	and	\$999,999	=	\$600
Between:	\$1,000,000	and	\$1,249,999	=	\$700
Between:	\$1,250,000	and	\$1,699,999	=	\$800
Between:	\$1,700,000	and	\$2,099,999	=	\$900
Between:	\$2,100,000	and	\$2,699,999	=	\$1,000
Between:	\$2,700,000	and	\$4,999,999	=	\$1,100
Between:	\$5,000,000	and	\$7,499,999	=	\$1,200
Between:	\$7,500,000	and	\$9,999,999	=	\$1,350
Between:	\$10,000,000	and	\$19,999,999	=	\$1,500
Between:	\$20,000,000	and	\$49,999,999	=	\$1,650
Between:	\$50,000,000	and	\$99,999,999	=	\$1,800
Over:			\$100,000,000	=	\$1,950

Note: Towns for which data is not available from the OSC ("unreported") will be billed the 2020 amount for 2021 dues.

Questions and Answers:

- Q.** Why is my dues amount based on FY2018 revenues?
A. FY2018 revenue data are the latest available from the Office of the State Comptroller
- Q.** Why isn't my dues amount the round number listed across from my revenue amount on the schedule?
A. The dues of any town with less than \$7.5 Million revenue may not increase more than \$99.00 in any one year. An increase "cap" of \$99.00 has been applied in many cases resulting in non-rounded amounts approaching, but not reaching, the new rounded amounts



WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated January 8, 2021, requested Town Board authorization for the Department to conduct the Town of Oyster Bay Special Olympics "Polar Plunge" in cooperation with Special Olympics, to be held at TOBAY Beach, on Saturday, March 13, 2021; and

WHEREAS, Commissioner Pinto, by said memorandum, requested that spectators attending the event be admitted free of charge; and

WHEREAS, Commissioner Pinto, by said memorandum, informed that event expenses including, but not limited to, signage, branded merchandise, trophies, promotional advertising, such as print, radio, television, internet and computerized pre-recorded messaging, shall not exceed the total amount of \$2,000.00, and shall be paid from the Account No. PKS A 7110 47670 000 0000,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby approved, and that the Town Board authorizes the Department of Parks to conduct the Town of Oyster Bay Special Olympics "Polar Plunge" to be held at TOBAY Beach, on Saturday, March 13, 2021.

-#-

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	Absent
Councilwoman Walsh	Aye

TOWN OF OYSTER BAY
Inter-Department Memo

TO: MEMORANDUM DOCKET

FROM: JOSEPH G. PINTO, COMMISSIONER OF PARKS

DATE: JANUARY 15, 2021

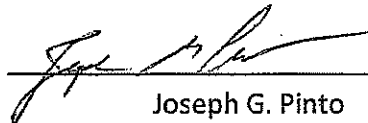
SUBJECT: TOWN OF OYSTER BAY SPECIAL OLYMPICS POLAR PLUNGE

The Department of Parks requests Town Board approval to conduct the Town of Oyster Bay, Special Olympics "Polar Plunge" in cooperation with Special Olympics, at Tobay Beach, on Saturday, March 13, 2021.

All spectators attending the event shall be admitted free of charge.

Event related expenses including but not be limited to signage, branded merchandise, trophies, t-shirts, promotional advertising, such as print, radio, television and internet shall not exceed the total amount of \$2,000.00 and are to be paid from Account No. PKS A 7110 47670 000 0000 through the Town Purchasing Division and will be subject to the Town Procurement Policy.

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



Joseph G. Pinto
Commissioner of Parks

JGP; EW

WHEREAS, Frank M. Scalera, Town Attorney, and Samantha A. Goetz, Assistant Town Attorney, by memorandum dated January 7, 2021, advised that the services of Intercounty Judicial Services, LLC, 85 Willis Avenue, Suite F, Mineola, New York 11501, were necessary in order to serve pleadings upon parties following the Town's commencement of litigation with respect to the matter of *Town of Oyster Bay v. County of Nassau and Mario Fischetti Nursery, Inc.*; and

WHEREAS, Frank M. Scalera, Town Attorney, and Samantha A. Goetz, Assistant Town Attorney, by said memorandum, requested and recommended that the Town Board authorize payment to Intercounty Judicial Services, LLC, in an amount not to exceed \$109.20, to satisfy all outstanding invoices for process service, with respect to the aforementioned matter,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted and approved and the Comptroller is hereby authorized and directed to make payment to Intercounty Judicial Services, LLC, in an amount not to exceed \$109.20, with respect to the aforementioned matters, with funds to be drawn from Account No. OTA A 1420 44110 000 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	Absent
Councilwoman Walsh	Aye



Town of Oyster Bay
Inter-Departmental Memo

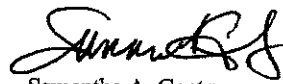
TO : MEMORANDUM DOCKET
FROM : Office of the Town Attorney
DATE : January 7, 2021
SUBJECT : Authorization to Pay Process Server

Following the commencement of the Town's action in *Town of Oyster Bay v. County of Nassau and Mario Fischetti Nursery, Inc.*, this office deemed it necessary to utilize the services of Intercounty Judicial Services, LLC, 85 Willis Avenue, Suite F, Mineola, New York 11501 ("Intercounty") to serve the legal papers on a defendant in that case. The total cost of services rendered by Intercounty is \$109.20.

It is the opinion of this office that, in accordance with the Guideline 6 of the Town's procurement policy, since the total value of the services provided by process server to this office will not exceed \$5,000.00 per year, only one proposal need be obtained, and that the procurement of Intercounty, was in compliance with the Town's procurement policy.

It is requested that Town Board authorize payment of the sum of \$109.20 to Intercounty Judicial Services, LLC., with funds to be drawn from Account No. OTA A 1420 44110 000 0000.

FRANK M. SCALERA
TOWN ATTORNEY



Samantha A. Goetz
Assistant Town Attorney

SAG:sag
Attachment
2019-6985

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Reviewed By
Office of Town Attorney

WHEREAS, by Resolution No. 438-2020, adopted on August 18, 2020, Lockwood Kessler & Bartlett, Inc. 1 Aerial Way, Syosset, New York, 11791, was approved to complete a preliminary design report for Contract H19-198, Construction of Highway and Drainage Improvements to the Southwood Circle Area Located in Syosset; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated January 8, 2021, stated that the design has been completed, and the Department of Public Works has approved the plans and specifications, with an estimated construction time for completion of 180 days; and

WHEREAS, Commissioner Lenz, by said memorandum, requested that the Town Board authorize the Division of Purchasing proceed with setting a bid date for receiving bids for the contract, and further requested that the Division of Purchasing contact the Division of Engineering to establish a bid date;

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and the Division of Purchasing is authorized and directed to proceed with the bidding phase for Contract No. H19-198, and the Division of Purchasing is hereby authorized to proceed with setting a bid date for receiving bids for Contract No. H19-198.

-#-

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	Absent
Councilwoman Walsh	Aye

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

January 8, 2021

TO : MEMORANDUM DOCKET

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

SUBJECT : ACCEPTANCE OF DESIGN, REQUEST TO ENTER BID &
CONSTRUCTION PHASES
CONSTRUCTION OF HIGHWAY & DRAINAGE IMPROVEMENTS
TO THE SOUTHWOOD CIRCLE AREA
LOCATED IN SYOSSET
CONTRACT NO. H19-198

Town Board Resolution No. 438-2020 authorized Lockwood, Kessler, & Bartlett, Inc. to perform engineering services relative to the above-mentioned contract.

The design has been completed, and the Commissioner of Public Works has approved the plans and specifications. The estimated construction time for completion of this subject contract is 180 days.

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



RICHARD W. LENZ, P.E.
COMMISSIONER

-DEPARTMENT OF PUBLIC WORKS/HIGHWAY

RWL/JCH/MR/HAS/lk
Attachments

cc: Steven C. Ballas, Comptroller
Eric Tuman, Commissioner/General Services
John Bishop, Deputy Commissioner/Highway

H19-198 DOCKET Request to Bid Southwood Circle Area

Meeting of August 18, 2020

Resolution No. 438-2020

Reviewed By
Office of Town Attorney

WHEREAS, pursuant to Resolution No. 248-2019, the Town procured the engineering services of Lockwood, Kessler & Bartlett, Inc., One Aerial Way, Syosset, New York 11791, to complete a preliminary design report for a highway improvement project to the Southwood Circle Area, Syosset, New York, Contract No. H19-198, and for the use of Gayron deBruin Land Surveying & Engineering, P.C., as sub-consultant for surveying services with performance of the final Design, Bid and Construction phases at costs to be negotiated and approved by the Town Board by future Board action; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated August 10, 2020, requested that the Town proceed with the design phase of the Southwood Circle Area project following the completion of the preliminary design report, and to retain the services of Lockwood, Kessler & Bartlett, Inc., as consultant, and of Gayron deBruin Land Surveying & Engineering, P.C., as sub-consultant, for surveying services, for a total negotiated contracted fee of \$195,959.00, and has further advised that the Office of the Inspector General has reviewed the contract and the proposed vendor's disclosure questionnaire in accordance with the Town Procurement Policy; and

WHEREAS, Bart A. Marino, P.E. of Lockwood, Kessler & Bartlett, Inc. has advised that \$195,959.00 is required to complete the final design for Phase 1 of the Southwood Circle Area project, and that upon the completion of the preliminary design phase of the Southwood Circle Area project, \$95,824.02 remains unused which can be applied to the final design for Phase 1 of the project, and requests an encumbrance of the Town in the resulting amount of \$100,135.00, and has further requested the use of Gayron deBruin Land Surveying & Engineering, P.C. as sub-consultant, for surveying services; and

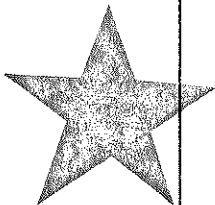
WHEREAS, requested services to be provided by Lockwood, Kessler & Bartlett, Inc., including the use of the above sub-consultant, are to be for a total amount not to exceed \$195,959.00, and are to be reduced by funds unused in the preliminary design phase in the amount of \$95,824.02, and that the remaining available funds in the amount of \$100,135.00 are to be drawn from Account No. HWY H 5197 20000 000 2003 008,

NOW, THEREFORE, BE IT RESOLVED, That the requests and recommendations as hereinabove set forth are accepted and approved, and that Lockwood, Kessler & Bartlett, Inc., is hereby authorized to provide the above-referenced engineering services relative to the final design for Phase 1 for the Southwood Circle Area project, Syosset, New York, and to use Gayron deBruin Land Surveying & Engineering, P.C., as a sub-consultant for surveying services, in an amount not to exceed \$100,135.00, reflecting the contracted amount of \$195,959.00 and to permit the application of unused funds following the completion of the preliminary design phase in the amount \$95,824.02, and to authorize the Supervisor or his designee is authorized to execute an agreement for same, and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, and that the funds for said payment are to be drawn from Account No. HWY H 5197 20000 000 2003 008.

S:\Atorney\RESOS 2020\BFP Award H19-198 Lockwood.JAL.docx

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

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

WHEREAS, by Resolution No. 247-2019, adopted on April 16, 2019, the Town Board authorized L.K. McLean Associates, P.C. (McLean), 437 South Country Road, Brookhaven, New York 11719, to provide the Town of Oyster Bay with engineering services pursuant to Contract No. H19-196 Phase 1, Highway Improvements to the Hicks Avenue Area, Syosset; and

WHEREAS, by Resolution No. 425-2020, adopted on December 10, 2019, L. K. McLean Associates, P.C. was authorized to provide design phase engineering services relative to Highway Improvements to the Hicks Avenue Area, Syosset in connection with Contract No. H19-196 Phase 1, and the Comptroller was authorized to issue an encumbrance order to satisfy said engineering costs; and

WHEREAS, McLean has provided such services in connection with Contract H19-196PH1, Highway Improvements to the Hicks Avenue Area - Syosset, New York; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated January 7, 2021, stated that the design for Contract No. H19-196PH1 has been completed, and the Department of Public Works has approved the plans and specifications, with an estimated construction time for completion of 180 days; and

WHEREAS, Commissioner Lenz, by said memorandum, requested that the Town Board authorize the Division of Purchasing proceed with setting a bid date for receiving bids for the contract, and further requested that the Division of Purchasing contact the Division of Engineering to establish a bid date;

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Division of Purchasing is authorized and directed to proceed with the bidding phase for Contract No. H19-196PH1, and to proceed with setting a bid date for receiving bids.

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

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

Reviewed By
Office of Town Attorney
Elizabeth A. Jaeger

9

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

January 7, 2021

TO: MEMORANDUM DOCKET


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

SUBJECT: ACCEPTANCE OF THE DESIGN & REQUEST TO ENTER BID
AND CONSTRUCTION PHASES OF HIGHWAY IMPROVEMENTS
TO THE HICKS AVENUE AREA – SYOSSET, NEW YORK
CONTRACT NO. H19-196PH1

Town Board Resolution No. 425-2020 authorized L.K. McLean Associates, P. C. to perform engineering services relative to the above mentioned contract.

The design has been completed, and the Commissioner of Public Works has approved the plans and specifications. The estimated construction time for completion of this subject contract is 180 days.

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


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


RWL/UCT/MR/SC/nm

cc. Steven C. Ballas, Comptroller
Eric Tuman, Commissioner/General Services
John Bishop, Deputy Commissioner/Highway

H19-196PH1_Highway Improvements for hicks Ave_permission to bid



Meeting of August 18, 2020

Resolution No. 425-2020

WHEREAS, by Resolution No. 247-2019, adopted on April 16, 2019, the Town Board authorized L.K. McLean Associates, P.C., 437 South Country Road, Brookhaven, New York 11719, to provide the Town of Oyster Bay with engineering services pursuant to Contract No. H19-196 Phase 1, Highway Improvements to the Hicks Avenue Area, Syosset; and

WHEREAS, Gilbert A. Anderson, P.E., Senior Project Director, L.K. McLean Associates, P.C., by letter dated July 22, 2020, described the scope of work to be performed regarding the design phase of Contract H19-196 Phase 1, in accordance with the Standard Consultant Agreement which is on file in the Division of Engineering, Department of Public Works, and for which the Department of Public Works negotiated a fee of \$72,849.66 to proceed with the work; and

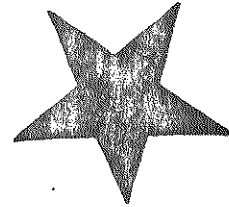
WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated August 3, 2020, requested that the Town Board authorize L.K. McLean Associates, P.C. to perform the design phase relative to Contract No. H19-196 Phase 1; and

WHEREAS, Commissioner Lenz, by the aforementioned memorandum, further requested that the Town Board authorize and direct the Town Comptroller to issue an encumbrance order, in an amount not to exceed \$72,849.66, to satisfy said engineering costs, and advised that funds to satisfy said engineering costs, are available in Account No. HWY H5197 20000 000 2003 008,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are accepted and approved, and L.K. McLean Associates, P.C. is authorized to provide design phase engineering services relative to Highway Improvements to the Hicks Avenue Area, Syosset in connection with Contract No. H19-196 Phase 1, and it is further

RESOLVED, that the Comptroller is authorized to issue an encumbrance order, in an amount not to exceed \$72,849.66, to satisfy said engineering costs, with funds to be drawn from Account No. HWY H5197 20000 000 2003 008.

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Reviewed By
Office of Town Attorney

Reviewed By
Office of Town Attorney

WHEREAS, Richard W. Lenz, P.E., Commissioner, Departments of Public Works/Highways, by memorandum dated April 1, 2019, advised that a request for proposals (RFP) was issued to seven (7) firms and notice of the RFP was placed on the Town of Oyster Bay website, to procure engineering services relative to road improvements to the Hicks Avenue Area, Syosset, Contract No. H19-196, and the Division of Engineering received nine (9) responses; and

WHEREAS, following a review and evaluation of said nine (9) responses by a selection committee, based on the technical merits of said responses, and in compliance with the requirements of Guidelines 6 and 9 of the Town's Procurement Policy, Commissioner Lenz by said memorandum, requested and recommended that the Town Board authorize L.K. McLean Associates, P.C., 437 South Country Road, Brookhaven, New York 11719, to first complete a preliminary design report for the project area for which it will perform surveying, site investigation, preliminary design, project phasing, and cost estimating, for a total fee of \$162,341.52, with performance of the final Design, Bid and Construction phases at costs to be negotiated and approved by the Town Board by future Board action; and

WHEREAS, Gilbert A. Anderson, P.E., Senior Project Director, L.K. McLean Associates, P.C., by letter dated March 22, 2019, requested the use of Universal Testing and Inspection Services, Inc., as sub-consultant, for geotechnical investigation services; and

WHEREAS, the requested services to be provided by L.K. McLean Associates, P.C., including the use of the above sub-consultant, are to be for a total amount not to exceed \$162,341.52, with funds for said payment available from Account No. HWY H5197 20000 000 1903 008,

RESOLVED, That the requests and recommendations as hereinabove set forth are accepted and approved, and that L.K. McLean Associates, P.C., Inc., is hereby authorized to provide the above-referenced engineering services relative to road improvements to the Hicks Avenue Area, Syosset, Contract No. H19-196, and to use Universal Testing and Inspection Services, Inc., as a sub-consultant for geotechnical investigation services, in a total amount not to exceed \$162,341.52, and the Supervisor or his designee is authorized to execute an agreement for same, and be it further

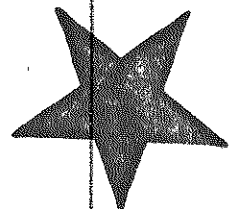
RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, and that the funds for said payment are to be drawn from Account No. HWY H5197 20000 000 1903 008.

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

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

cc: Supervisor
Town Attorney
Comptroller
Public Works



WHEREAS, by Resolution No. 438-2020, adopted on August 18, 2020, LiRo Engineers, Inc., 235 East Jericho Turnpike, Mineola, NY 11501, was approved to complete a preliminary design report for Contract No. H19-197, Highway Improvements to the Intervale Avenue Area, Farmingdale; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated January 7, 2021, stated that the design has been completed, and the Department of Public Works has approved the plans and specifications, with an estimated construction time for completion of 180 days; and

WHEREAS, Commissioner Lenz, by said memorandum, requested that the Town Board authorize the Division of Purchasing proceed with setting a bid date for receiving bids for the contract, and further requested that the Division of Purchasing contact the Division of Engineering to establish a bid date;

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

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

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

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

January 7, 2021

TO: MEMORANDUM DOCKET

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

SUBJECT: ACCEPTANCE OF THE DESIGN & REQUEST TO ENTER BID &
CONSTRUCTION PHASES
HIGHWAY IMPROVEMENTS TO THE INTERVALE AVENUE AREA, FARMINGDALE
CONTRACT NO. H19-197

Town Board Resolution No. 426-2020 authorized LiRo Engineers, Inc. to perform engineering services relative to the above-mentioned contract.

The design has been completed, and the Commissioner of Public Works has approved the plans and specifications. The estimated construction time for completion of this subject contract is 180 days.

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


RICHARD W. LENZ, P.E.
COMMISSIONER

DEPARTMENT OF PUBLIC WORKS/HIGHWAY

RWL/JCT/MR/BK

Attachment

cc: Steven C. Ballas, Comptroller
Eric Tuman, Commissioner/General Services

H19-197 Docket Accept Design & Permission To Bid

WHEREAS, by Resolution No. 246-2019, adopted on April 16, 2019, the Town Board authorized LiRo Engineers, Inc., 235 East Jericho Turnpike, Mineola, New York 115011, to provide the Town of Oyster Bay with engineering services pursuant to Contract No. H19-197 Phase 1, Highway Improvements to the Intervale Avenue Area, Farmingdale; and

WHEREAS, Heather Sonnenberg, Senior Associate Vice President, LiRo Engineers, Inc., by letter dated July 27, 2020, described the scope of work to be performed regarding the design phase of Contract H19-197 Phase 1, in accordance with the Standard Consultant Agreement which is on file in the Division of Engineering, Department of Public Works, and for which the Department of Public Works negotiated a fee of \$173,004.00 to proceed with the work; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated August 3, 2020, requested that the Town Board authorize LiRo Engineers, Inc. to perform the design phase relative to Contract No. H19-197 Phase 1; and

WHEREAS, Commissioner Lenz, by the aforementioned memorandum, further requested that the Town Board authorize and direct the Town Comptroller to issue an encumbrance order, in an amount not to exceed \$173,004.00, to satisfy said engineering costs, and advised that funds to satisfy said engineering costs are available in Account No. HWY H5197 20000 000 2003 008,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are accepted and approved, and LiRo Engineers, Inc., is authorized to provide design phase engineering services relative to Highway Improvements to the Intervale Avenue Area, Farmingdale in connection with Contract No. H19-197 Phase 1, and it is further

RESOLVED, that the Comptroller is authorized to issue an encumbrance order, in an amount not to exceed \$173,004.00, to satisfy said engineering costs, with funds to be drawn from Account No. HWY H5197 20000 000 2003 008.

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Reviewed By
Office of Town Attorney

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

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

WHEREAS, Creekview Aquaculture, LLC, 34 Ludlam Avenue, Bayville, New York, has requested to donate hatchery equipment valued at \$248,802.29, to the Town of Oyster Bay, Department of Environmental Resources, for use in the expansion and maintenance of the Town of Oyster Bay Shellfish Hatchery; and

WHEREAS, George Baptista, Jr., Deputy Commissioner, Department of Environmental Resources, by memoranda dated January 11, 2021, and January 19, 2021, recommended that the Town accept said donation of equipment which is of various age, is in good condition and will be able to be put into service without any expense to restore or repair prior to installation,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town hereby accepts the donation of hatchery equipment valued at \$248,802.29 from Creekview Aquaculture, LLC, for use in the expansion and maintenance of the Town of Oyster Bay Shellfish Hatchery.

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

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

Reviewed By
Office of Town Attorney
Elizabeth O. Taughman

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

January 19, 2021

TO : MEMORANDUM DOCKET

FROM: GEORGE BAPTISTA JR., DEPUTY COMMISSIONER
DEPARTMENT OF ENVIRONMENTAL RESOURCES

SUBJECT : Supplemental Memo - Item # 13, Docket of January 12, 2021
Donation of Hatchery Equipment

The Creekview Aquaculture LLC, located in Bayville has generously offered to donate hatchery equipment to the Town of Oyster Bay, Department of Environmental Resources for use in the expansion and maintenance of the Town of Oyster Bay Shellfish Hatchery. The equipment to be donated is of various age, is in good condition and will be able to be put into service without any expense to restore or repair prior to installation.


The list of equipment to be donated and value is as follows:

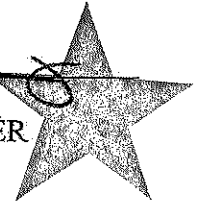
<u>Item</u>	<u>Unit Purchase Price</u>	<u>Depreciated Value</u>	<u># of Units</u>	<u>Total Value of Items</u>
Upweller Tanks	\$7,345.00	\$873.63	29	\$25,335.27
Digital Aqua Stats	\$228.00	\$35.00	29	\$1,015.00
Conical Tanks	\$1,679.00	\$1,280.00	30	\$38,400.00
Silos	\$245.00	\$245.00	270	\$66,150.00
Large Tumblers	\$34,250.00	\$24,350.00	4	\$97,400.00
Different Sized Mesh Barrels for Tumbler	\$4,000.00	\$2,395.00	3	\$7,185.00
Five Gallon Pyrex Bottle	\$421.00	\$421.00	5	\$2,105.00
500 Watt Titanium Heater with Controller	\$89.99	\$89.99	6	\$539.94
Sieves (16 different sizes)	\$156.88	\$55.00	20	\$1,100.00
Submersible Pumps	\$28.90	\$116.88	6	\$701.28
Totes	\$640.00	\$15.60	60	\$936.00
Ice Heaters	\$1,286.00	\$546.99	6	\$3,281.94
3HP Sta-Rite Pumps	\$70.00	\$899.99	5	\$4,499.95
Vexar Roll	\$70.00	\$70.00	1	\$70.00
Rolls of mesh with 0.007 inch diameter	\$82.91	\$82.91	1	\$82.91
				<u>\$248,802.29</u>

The estimated value of the items noted above offered for donation is \$ 248,802.29 (Two Hundred Forty Eight Thousand, Eight Hundred Two and 29/100 dollars.)

The Department of Environmental Resources' staff will be responsible to take delivery of the equipment from Creekview Aquaculture and transport to the town shellfish hatchery or other town facility for security purposes.

The Department of Environmental Resources respectfully requests Town Board authorization to accept the generous donation from Creekview Aquaculture.


GEORGE BAPTISTA JR.
DEPUTY COMMISSIONER



FAN/GB/ca
c. Town Attorney with 6 Copies



Creekview Aquaculture, LLC

34 Ludlam Ave, Bayville, NY 11709

tel. # (877) 735-9327 • fax. # (516) 324-3776

info@creekviewinc.com

Date: January 16, 2021

To: Honorable Joseph Saladino, Supervisor
54 Audrey Avenue
Oyster Bay NY 11771

Re: Donation of Hatchery Equipment to Town of Oyster Bay

Dear Supervisor Saladino,

The Creekview Aquaculture, LLC, a local hatchery located in Bayville, New York, would like to offer a considerable amount of shellfish hatchery equipment that we no longer will be using. This equipment is operational and in good working condition. We believe that the Town's Department of Environmental Resources will put this equipment to good use in its efforts toward preserving and repopulating the shellfish populations in Oyster Bay. For over 60 years the Creekview Hatchery has strived over to help maintain the water quality in Oyster Bay through our seeding programs. We believe we will be able to extend that effort through the expansion of Town of Oyster Bay Shellfish Hatchery by virtue of our equipment donation.

The equipment we offer as a donation is as follows:

Item	Purchase Price	Depreciated Value	Qty. Offered	TTL Net Depreciated Value
Upweller Tanks	\$7,345	\$873.63	29	\$25,335.27
Digital Aqua Stats	\$228	\$35	29	\$1,015
Conical Tanks	\$1,679	\$1,280	30	\$38,400
Silos	\$245	\$150	270	\$40,500
Large Tumblers	\$34,250	\$24,350	4	\$97,400
Different Sized Mesh Barrels for Tumbler	\$4,000	\$2,395	3	\$7,185
Five Gallon Pyrex Bottle	\$421	\$221	5	\$1,105
500 Watt Titanium Heater with Controller	\$89.99	\$39.99	6	\$59.94
Sieves (16 different sizes)	\$75.00	\$55.00	20	\$1,100.00
Submersible Pumps	\$156.88	\$100	6	\$600.00
Totes	\$28.90	\$15	60	\$900
Ice Heaters	\$640	\$546.99	6	\$3,281.94
3HP Sta-Rite Pumps	\$1286	\$899.99	5	\$4,499.95
Vexar Roll	\$70	\$70	1	\$70.00
Rolls of mesh with 0.007 inch diameter	\$82.91	\$82.91	1	\$82.91

We greatly appreciate this opportunity and hope that the town will accept this donation.

Sincerely,

Jeremiah R. Relyea | COO | Creekview Aquaculture, LLC

34 Ludlam Avenue, Bayville, New York 11709

tel. (877) 735-9327 | cell. (516) 457-8876 | fax. (516) 324-3776

www.creekviewinc.com | e-mail: jeremiah@creekviewinc.com

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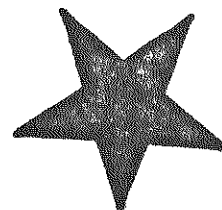
TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

TO : Memorandum Docket
FROM : George Baptista Jr., Deputy Commissioner
Department of Environmental Resources
DATE : January 11, 2021
SUBJECT : Shellfish Hatchery Equipment Donation

A request seeking Town Board approval to accept a donation of shellfish hatchery equipment from the Creekview Aquaculture LLC, to the Town of Oyster Bay, Department of Environmental Resources for use in the expansion and maintenance of the Town of Oyster Bay Shellfish Hatchery will be submitted in a supplemental memorandum.

Therefore we recommend and request that a space be reserved at the next Town Board Meeting to be held on January 26, 2021.


George Baptista Jr.
Deputy Commissioner



c. Town Attorney with 9 copies

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated January 11, 2021, and Nelson & Pope Engineering, Architecture and Land Surveying, PLLC, by Russel Z. Scott, P.E., Consulting Engineer, 70 Maxess Road, Melville, New York, by letter dated September 24, 2020, advised that it is necessary and essential to authorize Change Order No. 1, relative to Contract No. H20-204, Concrete Replacement at Various Locations Throughout the Town of Oyster Bay, which encompasses one item added to the scope of work, the ADA Detectable Warning Tile Installation that is needed to comply with ADA requirements, for a total increase in the amount of \$11,000.00; and

WHEREAS, Nelson & Pope Engineering, Architecture and Land Surveying, PLLC, advised that certain quantity decreases occurred, resulting in a net decrease concerning Contract No. H20-204 of \$201,863.24; and

WHEREAS, Nelson & Pope Engineering, Architecture and Land Surveying, PLLC, also advised, by letter dated September 24, 2020, that a final inspection has been made of the work performed under Contract No. H20-204, and has certified that the Contractor, Valente Contracting Corp., 77 Jackson Avenue, Mineola, New York, has complied with all of the requirements of the Contract, and Commissioner Lenz, by the aforementioned memorandum, has advised that the Department of Public Works concurs with the Consulting Engineer that this Contract be accepted as having been completed, and that final payment be made to the Contractor; that work was scheduled to be completed on November 17, 2020, and was completed on November 17, 2020; and that final construction costs were in the amount of \$750,831.76 taking into consideration the effect of Change Order No. 1 and the quantity increase and decrease set forth hereinabove; and

WHEREAS, the Department of Public Works, by memorandum dated January 11, 2021, concurs with the recommendation of final acceptance of this project; and

WHEREAS, the Office of the Town Attorney and the Office of the Comptroller, by separate memoranda dated December 21, 2020 and December 15, 2020, respectively, stated that there are no legal obstacles or financial encumbrances of record that would necessitate the withholding of final acceptance of this Contract,

NOW THEREFORE IT BE RESOLVED, That it is hereby requested that the Town Board authorize, the above-described Change Order No. 1 and Quantity Increase/Decrease, resulting in a net decrease in the amount of \$201,863.24 relative to the construction of Contract No. H20-204, and be it further

RESOLVED, That the Department of Public Works is authorized to accept this project as complete, and the Town Board authorizes that final payment be made to Valente Contracting Corp. after the customary review of the engineer's certificate, and upon presentation of a duly certified claim, after audit.

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

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

7/15/21
Reviewed By
Office of Town Attorney
[Signature]

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

January 11, 2021

TO: MEMORANDUM DOCKET

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

SUBJECT: FINAL ACCEPTANCE, CHANGE ORDER NO. 1 & QUANTITY INCREASE/DECREASE
 CONCRETE REPLACEMENT AT VARIOUS LOCATIONS
 CONTRACT NO. H20-204

Attached is a letter, with backup, from Nelson & Pope Engineer & Surveyors dated December 14, 2020 concerning increases and decreases in quantities. Said quantity increase and decreases are explained by the consultant in this correspondence and further described as per the attached tabulation.

Attached is a letter from Nelson & Pope Engineer & Surveyors dated September 24, 2020 concerning Change Order No. 1 for a total net increase in the amount of \$11,000.00.

Said Change Order No.1 encompasses one item added to the scope of work. The ADA Detectable Warning Tile Installation is needed to comply with ADA requirements wherever a new ramp is installed, which was not included in the contract.

The contractor, Valente Contracting Corp. has submitted his price quote for the proposed items of work and the consultant, Nelson & Pope Engineer & Surveyors, reviewed the contractor's price quote and finds the increased cost of \$11,000.00 for the additional scope of work to be fair and reasonable.

Funds are available for the described Change Order #1 in the amount of \$11,000.00 from the available balance of the net decrease contract price.

Attached herewith is:

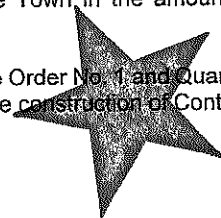
1. A letter dated December 29, 2020 from Nelson & Pope Engineer & Surveyors recommending final acceptance by the Town of Oyster Bay.
2. The consultant's final engineer's certificate for Valente Contracting Corp. dated December 18, 2020.
3. A statement from the Town Attorney's office indicating there 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.

Work under this contract was directed to proceed as of July 6, 2020 to be completed within 120 calendar days on November 2, 2020. In accordance with a discontinuance of time, the completion date became November 17, 2020. Actual work was completed on November 17, 2020.

The net result of the Quantity Increase/Decrease and Change Order No.1 is a credit to the Town in the amount of \$201,863.24.


It is hereby requested that the Town Board authorize, by resolution, the above-described Change Order No. 1 and Quantity Increase/Decrease having a result of a net decrease in the amount of \$201,863.24 relative to the construction of Contract No. H20-204.

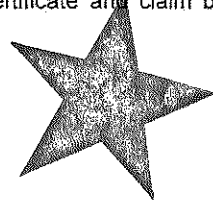
Final construction costs amount to \$ 750,831.76



To: Memorandum Docket
Page 2

We hereby concur with Nelson & Pope Engineer & Surveyors that this project be accepted as being completed and that all final payments be made to the contractor after the customary review of the Engineer's certificate and claim by the Comptroller.


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




RWL/CT/MR/HAS/lk
Attachments

Cc: Steven Ballas, Comptroller
John Bishop, Deputy Commissioner/Highway

H20-204 DOCKET Final Accept- INC-DEC-CH1

December 14, 2020

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

Attention: Hans Stronstad, Sr.

Re: Town of Oyster Bay Concrete Replacement at Various Locations
Contract No. H20-204
Nelson + Pope No. 20128

Dear Mr. Stronstad:

Submitted herewith is a list of contract items that require an increase or a decrease in quantity for the above referenced project. These increases and decreases are in addition to those previously discussed in Change Order #1 for the ADA Detectable Warnings and will facilitate payment to the Contractor for additional work performed. There is a total decrease of \$201,863.24 in the contract. A summary of the increases and decreases is as follows:

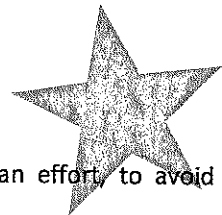
INCREASED ITEMS:

Item 26FX – Face Form Curb
Original Bid Quantity = 250 LF
Unit Bid Price = \$35.00
Bid Total = \$8,750.00

Quantity Used (Update) = 584.4 LF
Increase (Update) = 334.4 LF
Increase Cost (Update) = \$11,704.00

Reason for Increase:

Many of the roadways through out the Town were recently resurfaced and, in an effort to avoid constructing a patch the curbs were face form against the new asphalt.



Item 28AX – Bituminous Sidewalks, Driveways & Driveway Aprons
Original Bid Quantity = 750 SF
Unit Bid Price = \$10.00
Bid Total = \$7,500.00

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

Quantity Used (Update) = 971.53 SF
Increase (Update) = 221.53 SF
Increase Cost (Update) = \$2,215.30

Reason for Increase:
There was more driveway restoration than originally anticipated.

Item 28CX – Reinforced Cement Concrete Driveways & Aprons (7" Thick)

Original Bid Quantity = 3,350 SF
Unit Bid Price = \$16.00
Bid Total = \$53,600.00

Quantity Used (Update) = 7,193.21 SF
Increase (Update) = 3,843.21 SF
Increase Cost (Update) = \$61,491.36

Reason for Increase:
There was more driveway restoration than originally anticipated.

Item 502 – Furnish and Install 1" Inside Diameter PVC Electrical Conduit

Original Bid Quantity = 300 LF
Unit Bid Price = \$3.00
Bid Total = \$900.00

Quantity Used (Update) = 1,061.10
Increase (Update) = 761.10 LF
Increase Cost (Update) = \$2,283.30

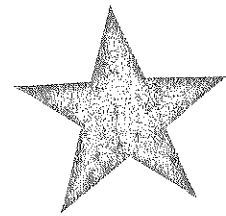
Reason for Increase:
This increase is related to the increase in Reinforced Cement Concrete Driveways & Aprons, additional conduit was also needed.

Item 601 – Furnish and Install Wire Mesh Reinforcement (6"×6", W2.9 × W2.9)

Original Bid Quantity = 3,350 SF
Unit Bid Price = \$1.00
Bid Total = \$3,350.00

Quantity Used (Update) = 7,611.56 SF
Increase (Update) = 4,261.56 SF
Increase Cost (Update) = \$4,261.56

Reason for Increase:
This increase is directly related to the increase in Reinforced Cement Concrete Driveways & Aprons, wire mesh reinforcement is placed in all driveway aprons and sidewalk curb ramps.



Total Increase: \$81,955.52

DECREASED ITEMS:

Item 2X – Unclassified Excavation

Original Bid Quantity = 500 CY

Unit Bid Price = \$70.00

Bid Total = \$35,000.00

Quantity Used (Update) = 192.93 CY

Decrease (Update) = -307.07 CY

Decrease Cost (Update) = -\$21,494.90

Reason for Decrease:

There was less than the anticipated quantity needed for this item.

Item 4C = Cement Concrete Sawcut

Original Bid Quantity = 3,360 LF

Unit Bid Price = \$5.00

Bid Total = \$16,800.00

Quantity Used (Update) = 1,149.25 LF

Decrease (Update) = -2,210.75 LF

Decrease Cost (Update) = -\$11,053.75

Reason for Decrease:

There was less than the anticipated quantity needed for this item.

Item 4D – Asphalt Concrete Sawcut

Original Bid Quantity = 2,495 LF

Unit Bid Price = \$4.00

Bid Total = \$9,980.00

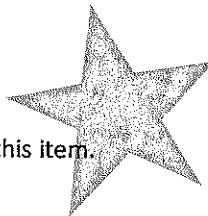
Quantity Used (Update) = 2,428.70 LF

Decrease (Update) = -66.30 LF

Decrease Cost (Update) = -\$265.20

Reason for Decrease:

There was less than the anticipated quantity needed for this item.



Item 5SX -- Select Borrow Fill

Original Bid Quantity = 784 LF

Unit Bid Price = \$25.00

Bid Total = \$19,600

Quantity Used (Update) = 0 LF

Decrease (Update) = -784 LF

Decrease Cost (Update) = -\$19,600.00

Reason for Decrease:

This Item was not needed during the Project.

Item 16CB-R -- Reconstruct Catch Basin Top Slab

Original Bid Quantity = 2 CY

Unit Bid Price = \$1,750.00

Bid Total = \$3,500.00

Quantity Used (Update) = 0 CY

Decrease (Update) = -2 CY

Decrease Cost (Update) = -\$3,500.00

Reason for Decrease:

This Item was not needed during the Project.

Item 26X -- Cement Concrete Curb

Original Bid Quantity = 1,550 LF

Unit Bid Price = \$35.00

Bid Total = \$54,250.00

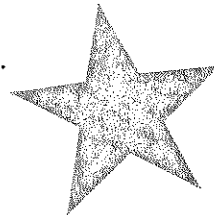
Quantity Used (Update) = 1,412.68 LF

Decrease (Update) = -137.32 LF

Decrease Cost (Update) = -\$4,806.20

Reason for Decrease:

There was less than the anticipated quantity needed for this item.



Item 26CG -- Integral Cement Concrete Curb and Gutter

Original Bid Quantity = 750 LF

Unit Bid Price = \$40.00

Bid Total = \$30,000.00

Quantity Used (Update) = 744.75 LF

Decrease (Update) = -5.25 LF

Decrease Cost (Update) = -\$210.00

Reason for Decrease:

There was less than the anticipated quantity needed for this item.

Item 27X – Cement Concrete Sidewalk & Ramps (5" Thick)

Original Bid Quantity = 40,650 SF

Unit Bid Price = \$14.00

Bid Total = \$569,100.00

Quantity Used (Update) = 30,207.05 SF

Decrease (Update) = -10,442.95 SF

Decrease Cost (Update) = -\$146,201.30

Reason for Decrease:

There was less than the anticipated quantity needed for this item. Some of the homeowners sidewalks were previously completed.

Item 28B – Loose Stone Sidewalks, Driveways and Driveway Aprons

Original Bid Quantity = 200 SF

Unit Bid Price = \$1.00

Bid Total = \$200.00

Quantity Used (Update) = 3.00 SF

Decrease (Update) = -197.00 SF

Decrease Cost (Update) = -\$197.00

Reason for Decrease:

There was less than the anticipated quantity needed for this item.

Item 36-2AX – Asphalt Concrete Pavement (Various Thicknesses)

Original Bid Quantity = 93.5 Tons

Unit Bid Price = \$300.00

Bid Total = \$28,050.00

Quantity Used (Update) = 93.24 Tons

Decrease (Update) = -.26 Tons

Decrease Cost (Update) = -\$78.00

Reason for Decrease:

There was less than the anticipated quantity needed for this item.

Item 74AX – Replace/Construct Loose Flagstone, Brick, Block or Similar Walkways

Original Bid Quantity = 100 SF

Unit Bid Price = \$10.00



Bid Total = \$1,000.00

Quantity Used (Update) = 56 SF
Decrease (Update) = -44 SF
Decrease Cost (Update) = -\$440.00

Reason for Decrease:
There was less than the anticipated quantity needed for this item.

Item 76X – Topsoil and Seeding

Original Bid Quantity = 6,775 SY
Unit Bid Price = \$9.00
Bid Total = \$60,975.00

Quantity Used (Update) = 1,271.41 SY
Decrease (Update) = -5,503.59 SY
Decrease Cost (Update) = -\$49,532.31

Reason for Decrease:
There was less than the anticipated quantity needed for this item.

Item 398X – Dense Graded Aggregate Base Course

Original Bid Quantity = 341 CY
Unit Bid Price = \$40.00
Bid Total = \$13,640.00

Quantity Used (Update) = 58.16 CY
Decrease (Update) = -282.84 CY
Decrease Cost (Update) = -\$11,313.60

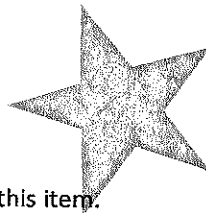
Reason for Decrease:
There was less than the anticipated quantity needed for this item.

Item 602 – Brick Walkways

Original Bid Quantity = 100 SF
Unit Bid Price = \$15.00
Bid Total = \$1,500.00

Quantity Used (Update) = 24.90 SF
Decrease (Update) = -75.10 SF
Decrease Cost (Update) = -\$1,126.50

Reason for Decrease:
There was less than the anticipated quantity needed for this item.



Item 613 - Contingency

Original Bid Quantity = 1 EA

Unit Bid Price = \$25,000.00

Bid Total = \$25,000.00

Quantity Used (Update) = 0

Decrease (Update) = -1

Decrease Cost (Update) = -\$25,000.00

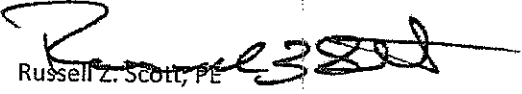
Reason for Decrease:

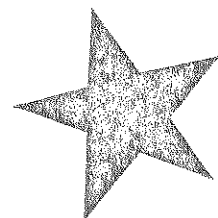
The contingency was not needed for this project.

Total Decrease: -\$294,818.76

Total Increase	—	\$81,955.52
Change Order	-	\$11,000.00
Total Decrease	—	-\$294,818.76
Net Change	—	-\$201,863.24

Sincerely,
Nelson + Pope


Russell Z. Scott, PE
Senior Partner



 N+P



NELSON + POPE

engineers • architects • surveyors

September 24, 2020

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

Attention: Hans A. Stronstad Sr.
Division of Engineering

Re: Change Order No. 1
Town of Oyster Bay Concrete Requirements
TOB Contract No. H20-204
N&P Property No. 20128

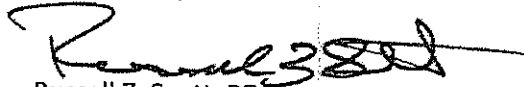
Dear Mr. Stronstad:

Submitted, herewith, is Change Order No. 1 for the above referenced project. Nelson + Pope has reviewed the price data provided (attached) by the Contractor, Valente Contracting Corp., for these items of work, and has found no irregularities. This change order is required because ADA Detectable Warning Tiles Installation was not included in the Contract. The Contractor is providing a Unit Price of \$50.00 per Square Foot of ADA Detectable Warning Tiles installed at those ramps where it is required. 220 square feet of detectable warning tiles were installed for a total cost of \$11,000.00.

Nelson + Pope finds this price to be fair and reasonable for this required work.

If you have any questions regarding this matter, please do not hesitate to contact this office.

Respectfully submitted,
Nelson + Pope


Russell Z. Scott, PE
Partner

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

Valente Contracting Corp.

77 Jackson Ave.

Mineola, N.Y. 11501

Phone (516) 746-7933

Fax (516) 248-3746

Town of Oyster Bay
74 Audrey Ave
Oyster Bay, N.Y. 11771

Attn: Mr. John Tassone

August 19th, 2020

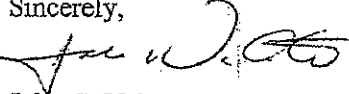
Re: Town of Oyster Bay, Concrete Requirements, H20-204

Dear Mr. Tassone,

The above referenced contract does not include an item for Americans with Disability Act (ADA) requirements for detectable warning tiles at pedestrian access ramps. Valente Contracting Corp. is proposing a change order in the above referenced contract at a price of \$50.00 per square foot for the ADA tile installation as necessary at ramp locations.

Should any additional information be necessary please feel free to call me.

Sincerely,



John C. Valente
Vice President
Valente Contracting Corp.

TOWN OF OYSTER BAY DEPARTMENT OF PUBLIC WORKS
CONCRETE REQUIREMENTS CONTRACT
Contract No. H20-204
CHANGE ORDER NO. 1

To: VALENTE CONTRACTING CORP.
77 JACKSON AVENUE, MINEOLA, NY 11501

From: NELSON + POPE
70 MAXESS ROAD, MELVILLE, NY 11747

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

ITEM 1

ADA Detectable Warning Tiles: (Installation for this Item was not included in Contract)
220 Square Feet @ \$50.00/SF

TOTAL OF ITEM 1: \$11,000.00


TOTAL OF CHANGE ORDER NO. 1:

The original Contract sum was:	\$952,695.00
Net Change by previously authorized Change Orders:	\$ 00.00
Total Contract sum prior to this Change Order:	\$952,695.00
Change Order No. 1:	\$ 11,000.00
New Contract sum including CHANGE ORDER NO. 1:	\$963,695.00

The above work is to be performed in accordance with the letter from Nelson + Pope, dated September 24, 2020, and the memorandum of the Department of Public Works, dated _____, at a cost of \$11,000.00 to the Town in the amount of **ELEVEN THOUSSAND DOLLARS AND ZERO CENTS.**

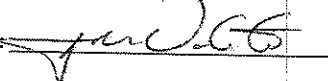
The above Change Order is hereby accepted by the Town of Oyster Bay.

Recommended by:
Nelson + Pope

by: 
Russell Z. Scott, PE, Senior Partner

Dated: 9/24/20

Accepted by:
Valente Contracting Corp.

by: 

Dated: 1/8/2021

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

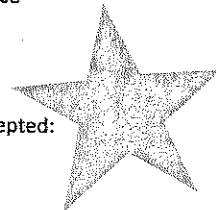
by: _____
Robert Darienzo, Director of Finance

by: _____
Steven Ballas, Comptroller

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

Joseph S. Saladino, Town Supervisor

Dated: _____



TOWN OF OYSTER BAY
Inter-Departmental Memo

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

FROM: PAUL S. EHRLICH
DEPUTY TOWN ATTORNEY

DATE: DECEMBER 21, 2020

SUBJECT: FINAL ACCEPTANCE
CONCRETE REPLACEMENT AT VARIOUS LOCATIONS THROUGHOUT THE TOWN OF
OYSTER BAY, NEW YORK, CONTRACT NO. H20-204

In reply to your memorandum of December 14, 2020, please be advised that the records of this office disclose no pending litigation or other obstacles which would prevent the final acceptance of the above-referenced project.

In addition, we have reviewed Maintenance Bond No. MNT9286390 and have approved same as to form. The original Maintenance Bond was forwarded to the Town Clerk.

OFFICE OF THE TOWN ATTORNEY

By: _____

Paul S. Ehrlich
Deputy Town Attorney

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

H.S.

TOWN OF OYSTER BAY
Inter-Departmental Memo

TO: RICHARD W. LENZ, COMMISSIONER OF PUBLIC WORKS/HIGHWAY
FROM: STEVEN C. BALLAS, COMPTROLLER
DATE: DECEMBER 15, 2020
**SUBJECT: FINAL ACCEPTANCE – CONCRETE REPLACEMENT AT VARIOUS
LOCATIONS – CONTRACT NO H20-204**

In response to your memo dated December 14, 2020, copy enclosed, please be advised that there are no financial hindrances that would delay the acceptance of this contract.


STEVEN C. BALLAS
COMPTROLLER

Enclosure

SCB/jjb:mj

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

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

December 14, 2020

TO: STEVEN C. BALLAS, COMPTROLLER


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


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


SUBJECT: FINAL ACCEPTANCE
CONCRETE REPLACEMENT AT VARIOUS LOCATIONS
THROUGHOUT THE TOWN OF OYSTER BAY
TOWN OF OYSTER BAY, NEW YORK
CONTRACT NO. H20-204

Please review your records as to any financial encumbrances that would prevent final acceptance of the subject project. In accordance with, Article 29, Subparagraph (b), Page 38 of the contract agreement, the completion date as approved by the Commissioner of Public Works is November 17, 2020. Attached is a copy of the contractor's maintenance bond dated December 7, 2020.

The contractor is Valente Contracting Corp. and the final contract amount is \$750,831.76


JOHN C. TASSONE
DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS


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



RWL/JCT/MR/HAS/lk

Attachment

H20-204 Final Acceptance to Comptroller

NO LIENS -
JB
12/15/2020



Richard W. Lenz, P.E.
Commissioner

TOWN OF OYSTER BAY
DEPARTMENT OF PUBLIC WORKS
150 Miller Place
Syosset, New York 11791-5699
www.oysterbaytown.com

(516) 677-5124
FAX (516) 677-5878

November 9, 2020

John C. Valente
Valente Contracting Corp.
77 Jackson Avenue
Mineola, NY 11501

Re: DISCONTINUANCE & CONTINUANCE OF WORK
CONCRETE REPLACEMENT AT VARIOUS LOCATIONS THROUGHOUT
THE TOWN OF OYSTER BAY, NY
CONTRACT NO.: H20-204

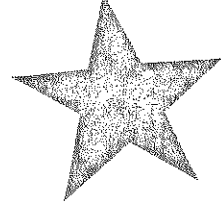
Mr. Valente:

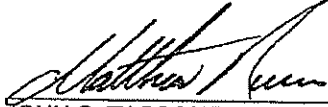
The last day of construction work pertaining to the above-subject contract shall be October 2, 2020, in accordance with the appropriate article of the contract agreement, and will resume on October 17, 2020 leaving fifteen (15) calendar days remaining to complete the project when work resumes. During this period of discontinuance and shutdown, the contractor shall nevertheless be responsible for protection of the materials of the project work thus far completed at no additional cost or expense to the Town.


During this period, the number of calendar days for completion shall be deemed automatically suspended for a number of days equal to the period commencing from October 2, 2020 and terminating on the date November 17, 2020 that work is directed to proceed. The official completion date of this contract was November 2, 2020. There are 15 days remaining when work resumes.

In accordance with the appropriate article of the contract agreement, you are hereby directed to resume work on the above-subject contract on October 17, 2020, with work to proceed continuously in a thorough workmanlike manner so that it will be entirely completed on or prior to November 17, 2020.

Very truly yours,




JOHN C. TASSONE
DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS


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

RWL/JCT/MR/HAS/nm

cc: Steven Ballas, Comptroller
John Bishop, Deputy Commissioner/Highway
Russell Z. Scott, P.E. Nelson & Pope

H20-204 Contractor DISCONTINUANCE/CONTINUANCE



October 28, 2020

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

Attention: John Tassone

Re: Concrete Replacement at Various Locations Throughout the Town of Oyster Bay
Contract No. H20-204 / PW023-20
Nelson & Pope No. 20128

Dear Mr. Tassone:

Submitted herewith, for your review and approval, is a request for a discontinuance work request by the Contractor, Valente Contracting Corp. for the above referenced project. The Contract duration is 120 calendar days, the last day of this contract being Monday, November 2, 2020.

The Contractor had stopped work on Friday, October 2, 2020, 31 days prior to Contract end date. The work was stopped because the contractor was waiting for trees to be removed by Town forces in the Glen Area before Valente Contracting Corp could progress with their work. The Contractor was also working with Nelson + Pope and the Town to determine the best way to proceed with 2 properties located in industrial areas in the Massapequa area. There were numerous phone calls and a meeting in the field to determine how to proceed. While these decisions were being made no work was performed. On October 17, 2020 the contractor continued with their work.

The Contractor is requesting that the 15 days between October 2nd and October 17th, be added to the contract end date of the November 2, 2020, bringing the contract end date to November 17th so that the remaining work can be completed.

We have reviewed the contractor's request, believe that the request for stop work is justified and recommend that the new finish date be granted to Valente Contracting Corp. We trust this information will be sufficient for your needs. If you should have any questions, please do not hesitate to contact this office.

Respectfully submitted,
Nelson + Pope

Russell Z. Scott, PE
Senior Partner

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

Valente Contracting Corp.

77 Jackson Ave.

Mineola, N.Y. 11501

Phone (516) 746-7933

Fax (516) 248-3746

Town of Oyster Bay
74 Audrey Ave
Oyster Bay, N.Y. 11771

Attn: Mr. John Tassone

October 26th, 2020

Re: Town of Oyster Bay, Concrete Replacement at Various Locations, Contract No.
H20-204/PW023-20

Dear Mr. Tassone,

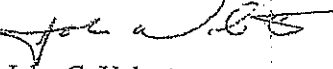
Valente Contracting Corp is requesting discontinuance in work on the above referenced project. The contract duration is 120 calendar days, the last day of this contract being Monday, November 2nd, 2020.

Valente Contracting Corp had stopped working on this contract on October 2nd, 2020. Work had stopped as we were waiting for the Town of Oyster Bay to remove trees in the Glen Head Area which needed to be completed before our work could proceed. In addition we were working with the engineer, Nelson & Pope and the Town on how to proceed with 2 properties located in an industrial area in Massapequa. We then continued work on October 17th, 2020.

We, Valente Contracting Corp is requesting that the 15 days between October 2nd, 2020 and October 17th, 2020 be added to our contract end date of November 2nd, 2020, changing the contract end date to Nov 17th, 2020 so the remaining work may be completed.

Should any additional information be necessary please feel free to call me.

Sincerely,



John C. Valente

Vice President

Valente Contracting Corp.



December 29, 2020

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

Attention: Hans A. Stronstad Sr.

Re: Town of Oyster Bay Concrete Replacement at Various Locations
Contract No. H20-204
Nelson + Pope No. 20128

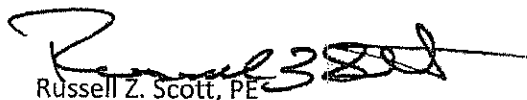
Dear Mr. Stronstad:

Submitted herewith, is Valente Contracting Corp.'s **Third and Final** Claim for the above referenced project. The enclosed claim is in the amount of \$ 125,655.22. This amount includes the held retainage, Change Order 1 for Detectable Warning Surface, as well as any increase and decreases to the Contract. The Final Contract amount is \$750,831.76. Nelson + Pope's office and construction staffs have reviewed this claim and concur with the total quantities and are recommending that this Claim be processed for payment by the Town.

Valente Contracting Corp's Maintenance Bond had previously been submitted on December 11, 2020.

Should you have any questions or comments regarding the enclosed Claim, please do not hesitate to contact our office.

Respectfully submitted,


Russell Z. Scott, PE
Senior Partner

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

APPLICATION AND CERTIFICATE FOR PAYMENT

OWNER: Town of Oyster Bay
Audrey Ave.
Oyster Bay, NY 11771

AIA DOCUMENT G702

(Instructions on reverse side)

PAGE 1 OF 5

PROJECT: Town of Oyster Bay
Concrete Replacement Various Locations
Contract No.: H20-204

APPLICATION NO.: 3-F Distribution to:

PERIOD TO: 11-17-2020 OWNER

INVOICE # 3-2020 ARCHITECT

[X] CONTRACTOR

FROM CONTRACTOR:

Valente Contracting Corp.
77 Jackson Ave.
Mineola, New York 11501

ENGINEER:

CONTRACT DATE:

CONTRACT FOR:

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	\$ 952,695.00
2 Net change by Change Orders	
3 CONTRACT SUM TO DATE (Line 1 + 2)	\$ 952,695.00
4 TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 750,831.76
6 RETAINAGE:	
a. 5% of Completed Work (Columns D + E on G703)	
b. % of Stored Material (Column F on G703)	
Total Retainage (Line 5a + 5b or Total in Column 1 of G703)	\$
6 TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	750,831.76
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	925,166.54
8 CURRENT PAYMENT DUE	125,665.22
9 BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 201,863.24

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

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

CONTRACTOR:

By: [Signature] Date: 12/9/2020

State of: New York
County of: Nassau

Subscribed and sworn to before me this 3rd day of December 2020

MARIA J VALENTE
Notary Public, State of New York
No. 01VA4892828

Qualified in Nassau County
Commission Expires September 30, 2021

Notary Public:

My Commission expires: 9-30-2021

ARCHITECT'S 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.

AMOUNT CERTIFIED \$ 125,665.22
(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 to the amount certified.)

ARCHITECT:

By: [Signature] Date: 12/18/20
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

TOWN OF OYSTER BAY
Inter-Departmental Memo

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

FROM: PAUL S. EHRLICH
DEPUTY TOWN ATTORNEY

DATE: DECEMBER 21, 2020

SUBJECT: FINAL ACCEPTANCE
CONCRETE REPLACEMENT AT VARIOUS LOCATIONS THROUGHOUT THE TOWN OF
OYSTER BAY, NEW YORK, CONTRACT NO. H20-204

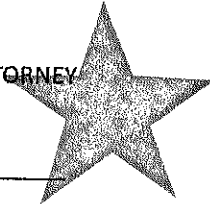
In reply to your memorandum of December 14, 2020, please be advised that the records of this office disclose no pending litigation or other obstacles which would prevent the final acceptance of the above-referenced project.

In addition, we have reviewed Maintenance Bond No. MNT9286390 and have approved same as to form. The original Maintenance Bond was forwarded to the Town Clerk.

OFFICE OF THE TOWN ATTORNEY

By: _____

Paul S. Ehrlich
Deputy Town Attorney



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

H.S.

TOWN OF OYSTER BAY
Inter-Departmental Memo

TO: RICHARD W. LENZ, COMMISSIONER OF PUBLIC WORKS/HIGHWAY
FROM: STEVEN C. BALLAS, COMPTROLLER
DATE: DECEMBER 15, 2020
**SUBJECT: FINAL ACCEPTANCE – CONCRETE REPLACEMENT AT VARIOUS
LOCATIONS – CONTRACT NO H20-204**

In response to your memo dated December 14, 2020, copy enclosed, please be advised that there are no financial hindrances that would delay the acceptance of this contract.


STEVEN C. BALLAS
COMPTROLLER

Enclosure

SCB/jjb:mj

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

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Bond No. MNT9286390

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS

That we, the undersigned Valente Contracting Corp.. (hereinafter called Principal), as Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation, organized and existing under the laws of the State of Maryland and authorized to transact a general surety business in the State of New York, (hereinafter called Surety) as Surety, are held and firmly bound unto Town of Oyster Bay (hereinafter called Obligee) in the sum of Seven Hundred Fifty Thousand Eight Hundred Thirty One and 76/100 Dollars (\$750,831.76) lawful money of the United States of America, to be paid to the said Obligee, or its successors or assigns, to the payment of which sum well and truly to be made, we do bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by thes presents.

WHEREAS, the Principal entered into a contract with the said Obligee, dated June 29, 2020 for Concrete Requirements at Various Locations Throughout the Town of Oyster Bay; Contract, H20-204

WHEREAS, the Obligee requires that these presents be executed on or before the final completion and acceptance of said contract and

WHEREAS said contract was completed and accepted on the 17th day of November, 2020.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall remedy without cost to the Obligee, any defects which may develop during a period of ONE (1) YEAR from the date of completion and acceptance of the work performed under the contract, caused by defective or inferior materials or workmanship, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

7th day of December, 2020

VALENTE CONTRACTING CORP.

By: 

(Signature of Principal)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: 

Mary Ann Mendez, Attorney in-fact

SURETY ACKNOWLEDGMENT

STATE OF NEW YORK
COUNTY OF NASSAU

SS:

On this 7th day of December in the year 2020 before me personally came Mary Ann Mender to me known, who being by me duly sworn, did depose and say that he resides in W. Hempstead, NY; that he is the attorney-in-fact of ~~Deimos~~ ^{Deimos + Co. of Maryland} the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

NOTARY PUBLIC STAMP
ROBERT G. TAVAN
Notary Public, State of New York
No. 80-4046970
Qualified in Nassau County
Commission Expires May 30, 2023

NOTARY PUBLIC

INDIVIDUAL - PRINCIPAL

SS:

STATE OF
COUNTY OF

On this day of 20 before me, the undersigned personally came and appeared to me personally known and known to me to be the individual described in and who executed the foregoing instrument and duly acknowledged to me that executed the same.

NOTARY PUBLIC STAMP

NOTARY PUBLIC

CORPORATION - PRINCIPAL

SS:

STATE OF New York
COUNTY OF Nassau

On this 8th day of December 2020 before me came John C. Valente to me known, who, being by me duly sworn, did depose and say that he/she resides at 366 Mineola Blvd, Mineola NY that he/she is Vice President of Valente Contracting Corp the corporation described in and which executed the foregoing instrument as principal; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his name thereto by like order.

MARIA J. VALENTE

NOTARY PUBLIC STAMP
Notary Public, State of New York
No. 01VA4692328
Qualified in Nassau County
Commission Expires September 30, 2021

NOTARY PUBLIC

PARTNERSHIP - PRINCIPAL

SS:

STATE OF
COUNTY OF

On this day of 20 before me personally came me to be a member of the firm of purposes therein mentioned.

to me personally known, and known to and he duly acknowledged to me that he executed the same for the uses and

NOTARY PUBLIC STAMP

NOTARY PUBLIC

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint John H. TREIBER, Mary Ann MENDEZ and Lois J. TREIBER-CURRAN, all of Jericho, New York, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 6th day of April, A.D. 2020.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 6th day of April, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

THE FIDELITY AND DEPOSIT COMPANY

OF MARYLAND
1299 Zurich Way Schaumburg, IL 60196

Statement of Financial Condition As Of December 31, 2019

ASSETS

Bonds	\$ 255,279,821
Stocks	21,280,401
Cash and Short Term Investments	2,878,421
Reinsurance Recoverable	25,356,035
Federal Income Tax Recoverable	140,480
Other Accounts Receivable	20,383,843
TOTAL ADMITTED ASSETS	\$ 325,319,001

LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses	\$ 795,381
Ceded Reinsurance Premiums Payable	43,024,327
Remittances and Items Unallocated	0
Payable to parents, subs and affiliates	0
Securities Lending Collateral Liability	0
TOTAL LIABILITIES	\$ 43,819,708
Capital Stock, Paid Up	\$ 5,000,000
Surplus	276,499,293
Surplus as regards Policyholders	281,499,293
TOTAL	\$ 325,319,001

Securities carried at \$164,223,431 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2019 would be \$322,248,132 and surplus as regards policyholders \$288,428,424.

I, LAURA J. LAZARCZYK, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2019.

Laura J. Lazarczyk

Corporate Secretary

State of Illinois }
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 25th day of February, 2020.

Darryl Joiner

Notary Public





Richard W. Lenz, P.E.
Commissioner

TOWN OF OYSTER BAY
DEPARTMENT OF PUBLIC WORKS
150 Miller Place
Syosset, New York 11791-5699
www.oysterbaytown.com

(516) 677-5124
FAX (516) 677-5878

November 9, 2020

John C. Valente
Valente Contracting Corp.
77 Jackson Avenue
Mineola, NY 11501

Re: DISCONTINUANCE & CONTINUANCE OF WORK
CONCRETE REPLACEMENT AT VARIOUS LOCATIONS THROUGHOUT
THE TOWN OF OYSTER BAY, NY
CONTRACT NO.: H20-204

Mr. Valente:

The last day of construction work pertaining to the above-subject contract shall be October 2, 2020, in accordance with the appropriate article of the contract agreement, and will resume on October 17, 2020 leaving fifteen (15) calendar days remaining to complete the project when work resumes. During this period of discontinuance and shutdown, the contractor shall nevertheless be responsible for protection of the materials of the project work thus far completed at no additional cost or expense to the Town.

During this period, the number of calendar days for completion shall be deemed automatically suspended for a number of days equal to the period commencing from October 2, 2020 and terminating on the date November 17, 2020 that work is directed to proceed. The official completion date of this contract was November 2, 2020. There are 15 days remaining when work resumes.

In accordance with the appropriate article of the contract agreement, you are hereby directed to resume work on the above-subject contract on October 17, 2020, with work to proceed continuously in a thorough workmanlike manner so that it will be entirely completed on or prior to November 17, 2020.

Very truly yours,

JOHN C. TASSONE
DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

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

RWL/JCT/MR/HAS/nm

cc: Steven Ballas, Comptroller
John Bishop, Deputy Commissioner/Highway
Russell Z. Scott, P.E. Nelson & Pope

H20-204 Contractor DISCONTINUANCE/CONTINUANCE



October 28, 2020

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

Attention: John Tassone

Re: Concrete Replacement at Various Locations Throughout the Town of Oyster Bay
Contract No. H20-204 / PW023-20
Nelson & Pope No. 20128

Dear Mr. Tassone:

Submitted herewith, for your review and approval, is a request for a discontinuance work request by the Contractor, Valente Contracting Corp. for the above referenced project. The Contract duration is 120 calendar days, the last day of this contract being Monday, November 2, 2020.

The Contractor had stopped work on Friday, October 2, 2020, 31 days prior to Contract end date. The work was stopped because the contractor was waiting for trees to be removed by Town forces in the Glen Area before Valente Contracting Corp could progress with their work. The Contractor was also working with Nelson + Pope and the Town to determine the best way to proceed with 2 properties located in industrial areas in the Massapequa area. There were numerous phone calls and a meeting in the field to determine how to proceed. While these decisions were being made no work was performed. On October 17, 2020 the contractor continued with their work.

The Contractor is requesting that the 15 days between October 2nd and October 17th, be added to the contract end date of the November 2, 2020, bringing the contract end date to November 17th so that the remaining work can be completed.

We have reviewed the contractor's request, believe that the request for stop work is justified and recommend that the new finish date be granted to Valente Contracting Corp. We trust this information will be sufficient for your needs. If you should have any questions, please do not hesitate to contact this office.

Respectfully submitted,
Nelson + Pope

Russell Z. Scott, PE
Senior Partner

N&P Engineering, Architecture and Land Surveying, PLLC
70 Maxess Road, Melville, NY 11747 • 631.427.5565 • nelsonpope.com

Valente Contracting Corp.

77 Jackson Ave.

Mineola, N.Y. 11501

Phone (516) 746-7933

Fax (516) 248-3746

Town of Oyster Bay
74 Audrey Ave
Oyster Bay, N.Y. 11771

Attn: Mr. John Tassone

October 26th, 2020

Re: Town of Oyster Bay, Concrete Replacement at Various Locations, Contract No.
H20-204/PW023-20

Dear Mr. Tassone,

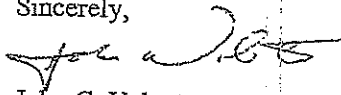
Valente Contracting Corp is requesting discontinuance in work on the above referenced project. The contract duration is 120 calendar days, the last day of this contract being Monday, November 2nd, 2020.

Valente Contracting Corp had stopped working on this contract on October 2nd, 2020. Work had stopped as we were waiting for the Town of Oyster Bay to remove trees in the Glen Head Area which needed to be completed before our work could proceed. In addition we were working with the engineer, Nelson & Pope and the Town on how to proceed with 2 properties located in an industrial area in Massapequa. We then continued work on October 17th, 2020.

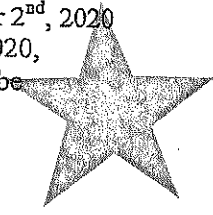
We, Valente Contracting Corp is requesting that the 15 days between October 2nd, 2020 and October 17th, 2020 be added to our contract end date of November 2nd, 2020, changing the contract end date to Nov 17th, 2020 so the remaining work may be completed.

Should any additional information be necessary please feel free to call me.

Sincerely,



John C. Valente
Vice President
Valente Contracting Corp.



WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated January 7, 2021, requested Town Board authorization to issue a refund in the amount of \$551.00 to Ms. Lisa Schwartz, 140 Grace Street, Plainview, New York, 11803, to reimburse her for the registration fee paid for her daughter to participate in the Town of Oyster Bay Summer Recreation Program at Syosset-Woodbury Community Park, as she has chosen to remove her daughter from said Program due to concerns about the COVID-19 Virus,

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 \$551.00, to Ms. Lisa Schwartz; 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	Absent
Councilwoman Walsh	Aye

Reviewed By
Office of Town Attorney
Sanuto

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

TO: MEMORANDUM DOCKET

FROM: Joseph G. Pinto, Commissioner of Parks

DATE: January 7, 2021

SUBJECT: TOB Summer Recreation Program REFUND REQUEST


The Department of Parks has received correspondence from Lisa Schwartz requesting a refund for the 2020 Summer Recreation Program at Syosset-Woodbury Community Park. The Department of Parks respectfully requests Town Board approval in the total amount of Five Hundred Fifty-One Dollars (\$551.00).

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

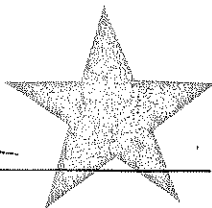
Summer Recreation Program Location: Syosset-Woodbury Park

LAST NAME	FIRST NAME	ADDRESS	CITY	STATE	ZIP CODE	REFUND AMOUNT	VENDOR #
Schwartz	 	140 Grace Street	Plainview	NY	11803	551.00	26283

It is the recommendation of the undersigned that this refund be accepted. Kindly indicate your approval or disapproval of the foregoing by signing this memorandum in the appropriate space below and returning same to this office for further processing.



Joseph G. Pinto
COMMISSIONER OF PARKS





TOWN OF OYSTER BAY
Department of Parks
GENERAL RECEIPT

00146

Name Schwartz			Phone ([REDACTED])	
Street 140 Grace St.			Age [REDACTED]	
Town Plainville		Zip 11803	Day Full	Hour
Activity Summer Rec		Location SYO		
Mo./ 7	Day/ 7	Year 2020	Received By OB	Fee \$ 560. ⁰⁰ / ₁₀₀

COPY DISTRIBUTION
White - Office
Canary - Accounting
Pink - Program Head
Gold - Registrant

Cash ☐

Check ☒





**STERLING
NATIONAL BANK.**

MASSAPEQUA

Teller 1755
Seq 93
Calendar Date 07/14/20
Business Date 07/14/20
Account Number *****7087
DDA Deposit \$1,580.00
Cash Back \$0.00
Available Balance ~~1,580.00~~

Client Services
855-274-2801

<http://www.snb.com>

PKS201171

DEPOSIT TICKET
FOR CLEAR COPY, PRESS FIRMLY

DATE 7/14/2020

CURRENCY
COINS
CHECKS LIST EACH SEPARATELY

	DOLLARS	CENTS
1	969	57
2	1180	00
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
TOTAL		1580.00

PLEASE REENTER TOTAL HERE

PLEASE BE SURE ALL ITEMS ARE PROPERLY ENDORSED

507M4219

CHICKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE NATIONAL COMMERCIAL CODE AND ANY APPLICABLE COLLECTION AGREEMENT.

1,580.00

PKS201171

54 AUDREY AVE
OSTER BAY, NY 11771

STERLING
NATIONAL BANK

Sumner Rec - deposit

#7 DOE-081

1:53:50 10:09: 5:00:32 7087 0.00



PKS/CLL
NO. 031

DATE 7/14/2020

TOWN OF OYSTER BAY
DEPARTMENT OF PARKS
DAILY OPERATIONS REPORT

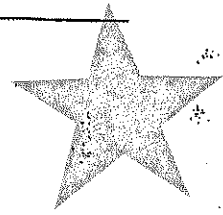
PARK: Sunset #7

SUMMER RECREATION FULL DAY PROGRAM

	NUMBER	RATE	AMOUNT
1. Resident Child	<u>2</u>	560.00	<u>1,120.00</u>
2. Add-on (each additional child after 2)	<u>1</u>	460.00	<u>460.00</u>
3. Non Resident Child		610.00	
4. Add-on Non Resident (each additional after 2)		510.00	
TOTAL			<u>1,580.00</u>

General Receipt Opening # 140,680.00 Closing # 142,260.00

REMARKS: _____



Recreation Leader-Print _____
Recreation Leader-Sign Donna Antetomaso Date _____
Recreation Supervisor-Print Ramona Condit Date 7/14/2020
Recreation Supervisor-Sign _____

White-Comptroller
Canary-Finance
Pink-Accounting
Goldenrod-Rec. Supervisor

Gino Lunghi

From: Jackie Devlin
Sent: Wednesday, December 30, 2020 10:17 AM
To: Joseph Pinto
Cc: Gino Lunghi
Subject: FW: Withdrawing [REDACTED] Schwartz from camp

Hi Joe,

My apologies, I never sent this request for a refund for the Syosset Woodbury camp. Gino, if approved the total amount due back is \$551.

Thanks
Jackie

From: teacherp12 <teacherp12@yahoo.com>
Sent: Monday, July 13, 2020 1:48 PM
To: Jackie Devlin <jdevlin@oysterbay-ny.gov>
Subject: FW: Withdrawing [REDACTED] Schwartz from camp

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

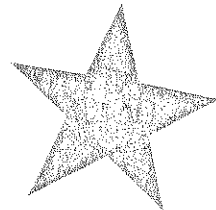
From: teacherp12 <teacherp12@yahoo.com>
Date: 7/13/20 1:45 PM (GMT-05:00)
To: JDevlin@oysterbay-ny.com
Subject: FW: Withdrawing [REDACTED] Schwartz from camp

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: teacherp12 <teacherp12@yahoo.com>
Date: 7/13/20 10:40 AM (GMT-05:00)
To: JDublin@oysterbay-ny.gov
Subject: Withdrawing [REDACTED] Schwartz from camp

Dear Commissioner Pinto,

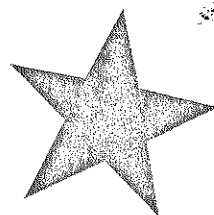


I enrolled my daughter [REDACTED] in the Syosset Woodbury Park Camp on Wednesday July 8. Her first and only day was Thursday July 9th. It looks like a lovely program but I was told there would be Social Distancing and safety precautions to prevent the spread of the virus. Unfortunately based on how the camp is set up which isn't anyone's fault, it is very hard for that to take place. When I dropped my daughter off the group were sitting at little picnic tables. Some groups were squeezed together to fit. They told me that she will be with the same group for the whole summer so I expected her to be only with that group which will never have more than 15 children. When I was dropping her off They announced water play for [REDACTED] and [REDACTED] year olds. One time slot for each. Since she is in the [REDACTED] year old group I took note that they said 10:30. There are 3 [REDACTED] year old groups. My daughter said there was only 1 sprinkler and all the six year olds played at the same time. Although the groups aren't maxed out, there were at least 8 kids in each group leaving 24 kids together in the sprinkler at once. When I signed her up on Wednesday I wasn't even told about the daily water play. I had to run home and get her a bathing suit so she wouldn't be left out. I left sunblock in her bag. I heard that camps would be using gloves to be putting on sunblock and changing after each child. I was told after signing up that they aren't allowed to put sunblock on the kids. I wasn't too concerned at that time because I knew there was no swimming daily. I just knew about the few extra water activities for the summer. My daughter came home completely sunburned on her face. The counselor was very nice when she saw me look at my daughter and said if I leave sunblock in her bag she would make sure she puts it on. My daughter will only be [REDACTED] next month and cannot cover her face and body completely well on her own. The water play is in the morning so she would be exposed for the rest of the day without full coverage. When I came back on Thursday with her bathing suit the counselor was very nice and offered to take her with the kids to the bathroom so she can change. As I'm walking to my car they were walking to the bathroom. A little girl took my daughter's hand. I was glad she made a friend so fast and which normally would be so sweet. I asked the counselor if it was allowed and she asked if I didn't want her to. I said to just please make sure she washes her hands in the bathroom. When I picked her up the counselor saw I was uncomfortable so she said she will make sure that doesn't happen which is great. Kids will be kids and it breaks my heart to not allow the children to socialize in their own ways. Without social distancing completely enforced uniformly it will be hard and almost not fair to keep the children away from each other. I also sent my daughter with hand sanitizer and I told her to use it after every activity or to wash her hands with everyone. She told me that she only used the sanitizer before lunch and she was the only one. The counselor opened everyone's lunch who asked which is perfect if he or she was wearing gloves or sanitizing first. I was surprised that there wasn't sanitizer out for the kids to use often or frequent visits to the bathroom. My daughter is so used to social distancing and washing her hands that she was surprised. She is also at the age that if she's involved in an activity or distracted she needs to be reminded to sanitize. I have a [REDACTED] and a half year old at home with asthma so we are extra careful. She even said that she doesn't want to go to camp again. I called the camp office on Thursday to ask about food restrictions and they told me that if nobody has an allergy in the group it's OK because they will be socially distanced on their own towels at lunch. I know that's hard to do as there isn't enough room at the small tables. My daughter also told me that she didn't sit on her towel at lunch. I was also concerned about the playground. It is shared with the park and it is filled with kids. It's too hard to practice social distancing. Playgrounds are tricky to begin with as the virus can live on metal for quite some time. We haven't visited one since early March. I thought at the very least they would have sanitized their hands after, which my daughter said they didn't.

As much as I would love for my daughter to attend camp this summer, it isn't the right fit for us. I'm so sorry for the inconvenience. I just can't deal with the constant worry of her bringing the virus home. For all of the reasons stated, I would deeply appreciate a refund. On Thursday, I also paid 148 dollars in cash for the extra activities for the summer.

Thank you,
Lisa Schwartz

Sent from my Verizon, Samsung Galaxy smartphone



WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated January 12, 2021, requested authority to expend funds to cover costs of work to be performed by LandTek Group, Inc., for Project ID No.1902PKSA-03, for the partial replacement of artificial turf on the north and south fields at John J. Burns Park, Massapequa; and

WHEREAS, the Department of Parks will be utilizing Town of Babylon Requirements Contract No. 18G11, which has a provision that allows for use of the Contract by other political subdivisions; and

WHEREAS, funds in the amount of \$129,960.00 are available for this purpose in Account No. PKS-H-7197-20000-000-1902-001, and it is further requested that the Comptroller issue an encumbrance order for this amount,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved and LandTek Group, Inc., is hereby authorized to proceed with the abovementioned services, and the Comptroller is hereby authorized and directed to issue an encumbrance order of \$129,960.00 for Contract No. H66302V, with funds to be drawn from Account No. PKS-H-7197-20000-000-1902-001.

-#-

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	Absent
Councilwoman Walsh	Aye

Reviewed By
Office of Town Attorney

Elizabeth A. Faughnan

TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

TO: MEMORANDUM DOCKET

FROM: JOSEPH G. PINTO, COMMISSIONER
DEPARTMENT OF PARKS

DATE: JANUARY 12, 2021

SUBJECT: ACCOUNT NO. PKS-H-7197-20000-000-1902-001
PROJECT ID NO. 1902PKSA-03
TOWN OF BABYLON CONTRACT NO. 18G11
THE LANDTEK GROUP, INC.

The Department of Parks respectfully requests to expend funds from within the above noted project identification and account number.

These funds are required to cover costs of work to be performed by The LandTek Group, Inc., for the partial replacement of artificial turf on the north and south fields at John J. Burns Park located in Massapequa.

The Parks Department will be utilizing the Town of Babylon Requirements Contract No. 18G11, which has a stipulation that allows for use by other political subdivisions.

Funds in the amount of \$129,960 are available for this purpose. Attached, please find a copy of the availability of funds within account No. PKS-H-7197-20000-000-1902-001.

The Parks Department also requests that the Office of the Town Comptroller issue an encumbrance order in the requested amount for The LandTek Group, Inc.

Therefore, it is hereby recommended that Town Board authorize this request relative to the above noted account.


JOSEPH G. PINTO, COMMISSIONER
DEPARTMENT OF PARKS

JGP/km
Att.
CC: Gregory Skupinsky, Deputy Commissioner of Parks



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



Requesting Division/Department

PARKS

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

Contract Number TOWN OF BABYLON REQUIREMENTS CONTRACT NO. 18G11

Contract Period _____

Consultant/Contractor THE LANDTEK GROUP, INC.

Discipline _____

Total Authorization \$129,960.00

Resolution No. _____ Date _____

Funded To Date _____

Amount Requested \$129,960.00

Account To Be Used PKS-H-7197-20000-000-1902-001 ID 1902PKSA-03

If Capital Account, State The Related Contract Number: BABYLON CONTRACT 18G11

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.

PARTIAL REPLACEMENT OF ARTIFICIAL TURF TO JOHN BURNS PARK

NORTH AND SOUTH FIELDS

Work To Be Completed In Contract Period:

Yes

☒

No

☐

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

Required Insurances Are In Effect:

Yes

☒

No

☐

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

Required 50% Performance Bond For This Request In Effect:

Yes

☐

No

☐

N/A

☒

Amount of Bond \$ n/a

Requesting Division/Department

Signature

[Signature]

Title Commissioner of Parks

Date 1/11/2021

DPW Approval

Only To Be Executed By The Commissioner

Signature

Title Commissioner of Public Works

Date _____

THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

Amount Requested 129,960.00

Unencumbered Balance 501,054.85

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

Yes

☒

No

☐

Signature

[Signature]

Date

1/22/21



235 COUNTY LINE ROAD, AMITYVILLE, NY 11701
OFFICE (631) 691-2381 • FAX (631) 598-8280

January 8, 2021

Town of Oyster Bay
977 Hicksville Road
Massapequa NY 11758
Attn: Greg Skupinsky

Proposal # 21-124

Re: John J Burns Park Baseball Infield Field Turf Replacements

Dear Greg,

Thank you for allowing The LandTek Group the opportunity to provide you with a proposal for the following scope of work off the Town of Babylon requirements contract # 18G11.

Scope of Work:

North Field:

- Remove and dispose of existing synthetic turf.
- Laser grade and compact existing stone base.
- Install 14,200 square feet of infilled synthetic turf.
- Perform one (1) G-Max test.

South Field:

- Dig out natural clay around perimeter of infield for turf removal.
- Remove and dispose of existing contaminated synthetic turf.
- Laser grade and compact existing stone base.
- Install 3,200 square feet of infilled synthetic turf.
- Backfill and redistribute existing clay along perimeter of infield.
- Perform one (1) G-Max test.

Total Price:

\$129,960.00

Bid # 18G11 Requirements Contract - Installation, Maintenance & Repair of Synthetic Turf					
Item #	Description of Item	QTY	Unit	Unit Price	Total
1G	Synthetic Turf & Stone Base Complete *discounted for Turf Replacement	14,200	SF	\$7.30	\$103,660.00
3D	G Max Testing	1	Per field	\$350.00	\$350.00
					\$104,010.00
Item #	Description of Item	QTY	Unit	Unit Price	Total
1G	Synthetic Turf & Stone Base Complete *discounted for Turf Replacement	3,200	SF	\$8.00	\$25,600.00
3D	G Max Testing	1	Per field	\$350.00	\$350.00
					\$25,950.00



235 COUNTY LINE ROAD, AMITYVILLE, NY 11701
OFFICE (631) 691-2381 • FAX (631) 598-8280

Exclusions:

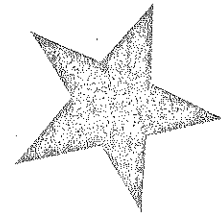
- Permit fees, inspection fees.
- Any applicable taxes, bonding fees.
- Any work not specifically detailed in the above scope of work shall be excluded.

If you have any questions, or if I can be of further assistance, please do not hesitate to reach out to me.
Thank you,

Sincerely,

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

Anthony Gusmano
VP Synthetic Turf



SPECIFICATIONS
BID NO. 18G11, REQUIREMENTS CONTRACT FOR THE INSTALLATION, MAINTENANCE AND REPAIR OF
SYNTHETIC TURF FIELD TURF FIELDS

This bid is comprised of three (3) distinct components: Installation of new fields, maintenance of existing fields and new fields and the repair of existing fields. Each component shall be reviewed independently from the other. The Town reserves the right to award the three (3) components as a whole, in groups, individually or make no award at all, whichever is in the best interest of the Town. Bidders are forewarned that imbalancing their total bid price and/or unit prices, may be cause for their bid to be rejected.

All bidders shall be required to submit a bid bond for 5% of the total bid comparison price. A performance and labor/material payment bond in the amount of \$100,000 each shall be required from the successful contractor for the installation portion of the contract. Insurance as per the enclosed requirements, shall be required from the successful bidder(s).

The first component of the contract is a requirements contracts for the complete installation of new synthetic turf fields (football, soccer, baseball or multipurpose) on an as needed basis. This bid shall be awarded based upon the Total Bid Comparison Price, to one bidder. The Town in no way guarantees the number of fields to be installed or maintained under this contract. The Town does anticipate installing a new baseball field at Sawyer Avenue in West Babylon and replacing the existing soccer field at Birchwood Park, Deer Park.

The second component is for the maintenance (grooming) of existing turf fields. Some fields are currently under warranty and shall be maintained by the original installer so as not to void the warranty. As the warranties expire, the fields shall be added to this contract and shall be billed at the unit price herein. There are currently two (2) fields no longer under warranty:

Venetian Shores Park – Lindenhurst – approximately 76,380 sq. ft.

Van Bourdendien Park – Albin Avenue, West Babylon, approximately 77,000 sq.

The remaining fields will be added as the warranties expire.

The third component is for the repairs of any synthetic turf fields.

All components of the bid are considered public works and all bidders shall comply with all the rules and regulations of the New York State Department of Labor, including but not limited to the payment of New York State Prevailing Wages, submission of certified payrolls, etc. The Town also requires the submission of daily sign-in sheets of all employees on the jobsite, with each request for payment. Failure to comply with all of these requirements may be cause for payments to be withheld.

Proof of a current apprentice program, approved by the New York State Dept. of Labor must be submitted with the bid. This is required for all contractors and their respective sub-contractors. Failure to provide valid documentation at the time of the bid opening may result in the rejection of your bid.

Projects may be funded by the Town of Babylon's Community Development Program and shall comply with all of their requirements, including but not limited to compliance with the Davis-Bacon Act.

The successful bidder agrees that the Villages of Amityville, Babylon and Lindenhurst, Schools Districts, Fire Departments and Public Libraries located within the Town of Babylon, may, but are not obligated to participate in the contract award F.O.B. location. These participants will be solely responsible for any debt incurred. The contractor is obligated to extend all bid prices to all the aforementioned political sub-divisions located within the Town of Babylon.

This contract may also be used by other political subdivisions, at the discretion of the contractor. All participants will be solely responsible for any debt incurred.

The Town will not be responsible for security at any work site. Successful bidder shall ensure that the work site is not open and accessible to the public. Bidder shall be solely responsible for the protection and security of the site and all of its equipment, materials, tools, etc. from any loss, damages, vandalism or theft.

The specifications and criteria for award for each contract is more fully explained herein.

ITEM NO. 1 INSTALLATION OF NEW SYNTHETIC TURF FIELDS

It is the intent of the requirements portion of the contract for the successful bidder to shall furnish all labor, materials, equipment and any other appurtenances necessary for the complete installation of new synthetic fields (soccer, football, baseball or multi-purpose) including drainage, site restoration, etc. Each installation will be based on the conditions and needs of the particular site. This contract will be in effect for one (1) year, with the option to renew for two (2) additional one (1) year periods. The Town in no way guarantees the number of new fields that may be installed pursuant to this contract. The Town reserves the right to bid out separately any field deemed to be in the best interest of the Town. This contract is strictly on an as needed basis.

Bidders are to list the unit prices for each item indicated on the bid proposal page. Bidders must bid on all items for the installation contract. Failure to do so will be cause for your bid to be rejected. The Installation portion of the contract will be awarded to the bidder having the lowest Total Bid Comparison Price. The Bid Comparison Price is representative of a typical turf field installation for a Little League baseball field. Bidders are forewarned that imbalancing their unit bid prices may be cause for their bid to be rejected.

Note: The Item for field Maintenance will be used for new installations and existing fields, as the warranty expires.

All work shall be guaranteed free from all defects in workmanship and materials for a period of two (2) years from the date of final acceptance by the Town of Babylon and all fields shall be warranted for 8 additional years for a total of 10 years. The Final acceptance shall be determined as the date of final payment to the contractor.

The successful installation bidder shall be responsible to maintain any newly installed field during the entire warranty period, so as not to void the warranty.

Item No. 2 MAINTENANCE

All turf fields, including newly installed fields shall be cleaned and groomed twice per year, usually spring and fall. The Town may request additional maintenance, if necessary. Bidders shall also include a cost per visit for two (2) existing fields - All maintenance shall be performed Monday-Friday, 7:00 a.m. to 3:30 p.m., unless otherwise requested by the Town. Contractor must notify the Town of Babylon, twenty-four (24) hours prior to the commencement of any maintenance work. Contractor shall provide all equipment necessary for the proper maintenance of any installed field. Only equipment that will not cause damage to the synthetic turf shall be used. Any damage to the field caused by the use of improper equipment and/or untrained technicians, shall be the sole responsibility of the contractor.

The Town shall not reimburse the contractor for any cost to repair or replace any synthetic turf, etc. that has been damaged due their negligence or the use of improper equipment or untrained technicians. Field shall be cleaned of all debris, such as leaves, twigs, dirt, bird droppings, etc. Infill shall be aerated, cleaned and screened, etc. and reapplied to the field. All cleaning, grooming, etc. shall be performed in such a manner as to maintain the safety, playability and appearance of the field. The field shall not have any irregularities and shall provide traction for conventional athletic shoes of all types. The field shall resist abrasion and cutting from normal use.

Existing Fields to be maintained:

Venetian Shores, Venetian Blvd., Lindenhurst – 76,380 sq.

Van Bourgondien Park, Albin Avenue, West Babylon – 77,000 sq.

NOTE: The following fields are not included in this contract as they are still under warranty. These fields may be added as the warranties expire and shall be invoiced at the square price quoted in Item 1i.

Tanner – installed 2013 under warranty, expires 2021

Town Hall Softball – installed 2014 - under warranty, expires 2022

Phelps Lane – Installed 2016 – under warranty, expires 2024

Phelps Lane – Installed 2017 – under warranty, expires 2025

Pine Acres – Installed 2017 under warranty – expires, 2025

Overall Field Analysis

Contractor shall examine the condition of the turf and sub-base and inspect the entire field for any damage, loose lines, excess wear and infill materials, etc. The contractor shall provide a field condition report and photographs to the Town. Areas to be surveyed included, but are not limited to: seam separation, infill migration, wear spots, drainage issues, and paint condition, edging condition, UV degradation, fiber fibrillation analysis and all inlays. Any weed or moss migration should also be noted. Infill measurements shall be taken across the entire field to ensure consistency. Fiber layover shall be noted to determine proper direction for field sweeping. Field cleanliness shall be noted and all debris, including bottles, paper, and wrappers shall be removed. Contractor shall be responsible for bagging and removing all debris. Any equipment – tables, cones, chairs, benches, and trash receptacles shall be removed before grooming and replacing after grooming by the successful contractor. Contractor shall

be responsible for the replacement of any infill as needed to ensure proper levels. The Town of Babylon shall be notified in writing, within twenty-four (24) hours of inspection of any damage, deficiencies, etc.

Brush, Aerate, Rake, Sweep, Deep Groom, Decompact, Vacuum

A synthetic rotary brush, a Verti-top 1500 or equal shall be used to lift matted fibers and remove debris and the top layer of agitated infill from the turf. Debris and infill materials are then sifted across a vibratory mesh screen to redistribute the clean fill to redistribute the clean infill back onto the field in an even manner. The vibratory shaker shall filter unwanted debris from the infill and then deposit into a hopper. The proper equipment which utilizes a vacuum with a HEPA filter to clean and collect fine airborne particles, dust and silt. The work is finished with a rear lag brush which levels the infill and leaves a smooth, clean playing surface.

If needed, a Aera-vator UA-60 or equal shall be used with a 2 inch multi tine shaft with hardened tines to penetrate the infill in order to loosed and agitate severely compacted infill without damaging the fibers or turf backing. A rear drag brush is used for leaving a clean, smooth surface.

Power Broom – A power broom shall be used along the perimeter of the field to sweep the surface of assorted debris and lifting matted fibers. The broom will also be used to brush for all field events. If the field has clay cut outs (baseball/softball), the power broom shall be utilized to remove surface clay from surrounding turf leaving a clean level surface. The contractor shall notify the Town if the clay migration is such that additional repairs may be necessary. After the perimeter has been has been completely swept, a motorized shall be used to clean the surface and surrounding track area. Debris shall be bagged and removed from the site by the contractor.

Additional infill, which shall be supplied and installed by the Contractor in to the high traffic areas, usually goal , penalty kick marks areas, around bases, etc., which were marked in the field analysis.

After the filed has been de-compacted and groomed, a 6 foot town magnet will be utilized to sweep the fibers and remove any ferrous materials from deep within the infill materials. The playing surface shall be left clean and safe and ready for use.

Item No. 3. Repairs.

The successful bidder shall furnish all labor, equipment, tools and materials, including replacement turf, seam tape and adhesive necessary for repairs.

a. **Seam Repair:** Bidder shall provide a linear foot price (over 20 linear feet) for the repair of any loose seams, loos lines, turf tears or other identified turf repairs. Bidder shall remove any infill or debris at seam opening, add seaming tape and glue ends to meet the shear replacement turf pile height to match existing turf height in repair areas. Successful bidder shall supply replacement turf, seam taping and adhesives.

b. **Turf Replacement:** Bidder shall provide a square foot price for turf replacement to repair any necessary damaged or worn out areas. Successful bidder shall cut and remove old turf and glue down new turf and shear new turf pile height to match existing turf height. Bidder shall supply the replacement turf, seam taping and adhesives.

c. Base Repair: Bidder shall provide a square foot price to cut and peel back existing turf to expose base aggregate. Base aggregate shall be fine graded and compacted prior to the re-installation on the synthetic turf surface. Aggregate shall consist solely of crushed rock and shall be broken stone or gravel, free draining, well graded, uniformly mixed washed stone aggregate. The Total thickness may vary depending upon the depth of the repair. Compact and grade to existing base level and roll back turf and adhere in place. Rake existing infill back to area that was repaired.

d. GMax Testing: Bidder shall provide a per field price. Testing shall be carried out by an independent 3rd party accredited testing company in accordance with ASTM standards F355-A. Standard GMax test consists of a guide tube that's about 2.5 feet tall and a 20 pound cylindrical weight that falls through the tube and strikes the field's surface. The rate of deceleration is measured in gravities and the higher the number the harder the field. No fewer than 15 points on the field should be measured based on the highest wear areas and good spatial representation of the field. Individual test points will be reported and the average of all test points will be considered as the average GMax testing can confirm the success of the rejuvenation services. The rejuvenation shall be instituted at the Town's discretion or with a guideline of being done when the average GMax for a field exceeds 165 or there are individual test points with a GMax score greater than 165 in accordance with the synthetic turf councils (STC) recommendation for safety.

ITEM 101 - SYNTHETIC TURF FIELD WITH UNDERDRAIN

A. Description.

1. Under this Item, the Contractor shall furnish all labor, materials, tools and equipment necessary to install, all synthetic turf, underdrain system and infill materials as indicated and as specified herein. The installation of all new materials shall be performed in strict accordance with the manufacturer's written installation instructions and in accordance with the approved shop drawings.

B. Submittals.

1. **Product Data.** The Contractor shall submit information/cut sheets for each type of product indicated.
2. **Shop Drawings.** Show fabrication and installation details for synthetic turf and underdrain system, including plans, elevations, sections, details and attachments to other work
3. **Samples for Verification.** For the following products, in manufacturer's standard sizes:
 - a. A minimum of 10" x 6" finished product sample of the exact synthetic turf and infill system that is specified for this Project.
 - b. Sand / Rubber mix with proper mix ratio, if different than specified.
4. **Manufacturer's Certificates.** Provide a certified list of fifteen (15) installations of 65,000 square feet or more of this specific type infill system, all being located in the United States in locations similar in climate to the northeast USA.
5. **Warranties.**
 - a. **Third Party Insured Warranty.** The Bidder must supply a sample of the pre-paid, Third party Insured Warranty with a \$15,000,000.00 aggregate per year that guarantees the usability and playability of the synthetic surface for eight years including:
 - 1) Coverage Term will be Ninety Six (96) months from the date of completion for all jobs completed.
 - 2) Limit of Liability: Minimum of \$15,000,000 for all fields installed during the 12 month period and no deductible shall apply to the warranty holder.
 - 3) Premium: Premium is pre-paid for the full term of the warranty period or 96 months.
 - 4) Period of indemnity to commence upon acceptance of the project by the owner or at the time the turf field is used for its intended purpose, whichever first occurs.
 - 5) Bankruptcy or Insolvency: Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve the insurance company of any of its obligations under its Policy.
 - 6) Security: Underwriter - Insurance Company is rated by AM Best "Secure" (A-) or higher.

b. Manufacturer's Warranty.

- 1) The 10 year Manufacturer's Warranty shall include coverage for damage caused from UV degradation or defects in workmanship and materials in the manufacturing or installation of the synthetic turf.
 - 2) All turf warranties shall be limited to repair or replacement of the affected areas, at the Manufacturer's option, and shall include all necessary materials, labor, transportation costs, etc. to complete the required repairs.
- c. G-Max Warranty.** Turf must maintain an ASTM F355, G-Max no greater than a level of 175 for the life of the warranty. Contractor shall provide third-party testing results twice annually as directed by Owner.
- d.** Synthetic turf system shall be approved as ADA Handicap accessible as determined by Test Method - ASTM 1951 for determination of accessibility of surface under and around playground equipment. The source, material description, gradation and sample of all items in the materials section shall be provided for Town approval.

C. Quality Assurance.

1. **Installer Qualifications.** The Contractor must be an authorized representative of synthetic turf manufacturer for installation and maintenance of units required for this Project.
2. **Source Limitations.** Obtain synthetic turf system through one source from a single manufacturer.
3. All components and their installation method shall be designed and manufactured for use on outdoor athletic fields. The materials as hereinafter specified, should be able to withstand full climatic exposure in the Northeast USA, be resistant to insect infestation, rot, fungus and mildew; to ultra-violet light and heat degradation, and shall have the basic characteristic of flow through-drainage allowing free movement of surface run-off through turf and directly into the prepared granular base and into the field drainage system.
4. The synthetic turf and components shall be of national reputation with previous use at all levels of competition, including professional and collegiate levels and shall have been in use for a period of not less than one year. The synthetic turf system must be produced by the manufacturer.
5. Prior to Project start, the Contractor and manufacturer shall specify in writing that their turf system does not violate any other manufacturers' patents, patents allowed or patents pending.
6. Prior to the beginning of installation, the manufacturer of the synthetic turf shall inspect the sub-base and supply a Certificate of Sub-base Acceptance for the purpose of obtaining manufacturer's warranty for the finished synthetic playing surface.
7. The manufacturer must be a member of the "Synthetic Turf Council".

D. Project Conditions.

1. **Weather Limitations.** Proceed with installation only when existing and forecasted weather conditions permit synthetic turf to be performed according to manufacturers' written instructions and warranty requirements.
2. **Field Measurements.** When Engineering plans are not provided, the Contractor must submit shop drawings and/or plans showing the proposed field and dimensions.

E. Manufacturer.

1. The synthetic turf field system shall be manufactured by one of the following companies or Equal
 - a. **Sprinturf, Inc.**, 900 Circle 75 Parkway Suite 1750, Atlanta, GA 30339 ;
Phone: (770) 933-4070; Toll Free: (877) 686-8873; Fax: (770) 933-4059
E-Mail: info@sprinturf.com – Product: Ultrablade DF Elite
 - b. **A-Turf, Inc.**, 505 Aero Drive, Cheektowaga, NY 14225
Phone: (716) 204-0748; Toll Free: (888) 777-6910; Fax: (716) 204-0189
E-Mail: info@aturf.com – Product: A-Turf Titan
 - c. **FieldTurf Tarkett**, 8088 Montview, Montreal, Quebec H4P 2L7, Canada
Phone: (514) 340-9311; Toll Free: (800) 724-2969; Fax: (514) 904-9311;
E-Mail: info@fieldturf.com – Product: Fieldturf Revolution
- or approved equal.

F. Materials.

1. Synthetic Turf with in-fill.

- a. The 100% polyethylene fiber shall be a dual fiber and dual tone system which consist of Ultrablade MX™ a spinneret mono-filament fiber, and Ultrablade™ a parallel long -slit fiber. The spinneret monofilament fiber material must be a minimum of 12,000 denier and 260 microns and the parallel long-slit fiber material must be a minimum of 8,000 denier and 100 microns. The fiber colors will be field green and rye green
- b. The fiber shall be between 2 ¼" to 2 ½" long and consist of a minimum of 46 ounces of fiber per square yard. All approved synthetic turf systems must meet the or exceed the minimum of 46 ounces of fiber per square yard.
- c. The primary backing shall be a minimum of 9.0 ounces per square yard and consist of a minimum of three layers of material of woven and or non-woven fabrics or a combination of both. The backing must be heat and UV resistant, providing dimensional stability in all directions, to prevent stretching, shrinking, creeping and line distortion.
- d. The secondary backing shall consist of a heat activated polyurethane coating weighing a minimum of 22 ounces per square yard. The backing shall be heat punched to create a grid of drainage perforations on 2" x 2 ¼" centers to maximize drainage.

- e. Install a resilient infill system consisting of 3 ¼ pounds per square foot (65%) of a homogenous mixture of specifically sized 10-20 sieve recycled ambient SBR rubber granules and 1 ¾ pounds per square foot (35%) of specifically sized, rounded, washed and kiln dried silica sand.

2. Perimeter Nailer.

- a. 2" x 4" recycled plastic lumber perimeter edge nailer.

3. Select Fill.

- a. The select fill material shall be sound, hard, durable stone, run-of-bank gravel, sand, blast furnace slag or other acceptable granular material. The particles of the material shall be of such size that of the portion passing the 4 inch square sieve, not more than 70 percent by weight shall pass the No. 40 mesh sieve, and not more than 10 percent shall pass the No. 200 mesh sieve, as determined by washing through the sieves in accordance with ASTM Designation D 422.

4. Porous Stone Base and Drainage System.

- a. Provide a semi-pervious geotextile fabric, Mirafi 140N or approved equal. An impervious liner may be specified by order of the Engineer only in poorly drained soil conditions.
- b. The stone aggregate shall be installed in two layers:
 - 1) 5" open graded stone (OGS) base aggregate
 - 2) 1' finish aggregate with the following gradation:

	(OGS) BASE	FINISH
Sieve Size	% Passing	% Passing
1 1/4"	100	
3/4"	70-100	
3/8"	35-50	
1/4"		100
1/8"		80-100
#4	20-35	
#8		40-65
#16	12-20	15-35
#100	5-9	5-9
#200	1-5	1-5

c. Drainage Piping.

- 1) Panel Drains: 1"x12" Multi-Flow or approved equal.
- 2) Perimeter Drain: Properly sized to eight (8") inch to twelve (12") inch diameter of HDPE, ADS N-12 or approved equal.



G. Construction Details.

1. Subgrade

- a. **Preparation of Subgrade.** All topsoil, organic, and non-compactable materials shall be removed to a minimum depth of eighteen (18") inches below the soil bed. The fill required to raise the subgrade to the proper elevation shall be in conformance with the select fill described in the materials section.
- b. The subgrade must have a minimum slope of 0.5% and a maximum slope of 1.0%, depending on the soil analysis, from the longitudinal center of the field towards the sidelines.
- c. The subgrade must be compacted in both directions to attain the specified compaction rate of 95% standard Proctor.
- d. The subgrade shall be shaped to line and grade and compacted with an approved self-propelled roller weighing not less than 10 tons. All hollows and depressions, which develop as a result of rolling shall be filled with select fill and rolled again. The top surface of the fine grade shall be true to line and grade to within 1/2" from the design grade to allow for even drainage at all locations.

2. Porous Stone Base and Drainage System.

- a. A geotextile fabric shall be installed over a compacted and prepared sub-grade. Seams shall be overlapped a minimum of twelve (12") inches. The geotextile shall extend into and completely wrap the perimeter drainage trench.
- b. Multi-flow™ 1"x12" panel drains shall be installed and secured over the geotextile, thirty (30') feet on center, diagonally across the playing field in a herringbone design. The drains shall be terminated at the perimeter drain.
- c. A properly sized perimeter drain, 6" to 12" in diameter, shall be installed in a properly excavated ditch, lined with geotextile. The CPPP (corrugated perforated plastic pipe) shall be sloped 0.05" per lineal foot toward the exit point to the existing storm drain.
- d. The base (OGS) aggregate layer shall be installed with care to avoid damaging the geotextile or the strip drains. The stone shall conform to the sieve in Section F.3.b.2). The base (OGS) layer shall be 5" thick. The surface planarity shall not vary more than 3/8" in any direction.
- e. Laser guided grading of the stone base is mandatory.
- f. The finish aggregate layer is one (1") inch thick and shall be installed in a single layer. The stone shall conform to the sieve in Section F.3.b.2). The surface planarity must not vary more than one-quarter (1/4") inch in any 10' direction. Enough finish stone shall be installed to insure a full three-quarter (3/4") inch above the base (OGS) aggregate. All stone layers must be rolled in both directions to obtain maximum compaction and settlement.
- g. The finished stone base must be accepted by the turf contractor for planarity.

3. Perimeter Edge Nailer.

- a. A perimeter edge nailer shall be installed along the entire perimeter boundary of the synthetic turf field as shown on the drawings and installed as per the manufacturer's specifications.

4. Examination by the Manufacturer.

- a. Examine substrates and conditions, with Installer present, for compliance with requirements for maximum moisture content, installation tolerances, and other conditions affecting performance of work.
- b. Proceed with installation only after unsatisfactory conditions have been corrected.
- c. The surface to receive the synthetic turf shall be inspected and certified by the manufacturer as ready for the installation of the synthetic turf system and must be perfectly clean as installation commences and shall be maintained in that condition throughout the process. The final subbase surface shall be surveyed by the Contractor by means of a laser level on a 25 foot grid shot.
- d. The installation shall be performed in full compliance with approved shop drawings. Only factory-trained technicians skilled in the installation of athletic caliber synthetic turf systems, working under the direct supervision of the manufacturer's supervisors, shall undertake the placement of the system. The designated Supervisory personnel on the Project must be certified, in writing by the turf manufacturer, as competent in the installation of this material, including sewing seams and proper installation of the infill mixture. The manufacturer shall certify the installation and warranty compliance.
- e. The surface to receive the synthetic turf shall be inspected and certified by the manufacturer as ready for the installation of the synthetic turf system and must be perfectly clean as installation commences and shall be maintained in that condition throughout the process.

5. Synthetic Turf with In-Fill.

- a. The turf rolls are to be installed directly on the laser graded stone base. Extreme care should be taken to avoid disturbing the aggregate base. A 2-5 ton static roller shall be used compact the base ahead of the placement of each roll of turf.
- b. Full width rolls shall be laid out across the field. Using "state of the art" sewing techniques each roll shall be attached to the next. When all of the rolls of the playing surface have been installed, the sideline rolls shall be installed at right angles to the playing surface rolls. There shall be no "head seams" permitted in the playing area.
- c. The infill mixture shall be evenly spread with large drop spreaders, minimum 5' wide, in multiple layers. Between each layer, the fiber shall be brushed or dragged to insure that fibers are not trapped by the infill.
- d. The markings on the field inlaid or factory tufted. All inlays will be installed using state of the art gluing techniques.

- e. The average G-max of the finished system must remain under 175 G's for the life of the warranty period.
- f. On completion of the surface the fiber shall be approximately three-quarters (¾") of an inch above the finished infill. The finished surface will have the planarity and subtle undulations, similar to a typical natural grass athletic field.
- g. All field markings shall be installed in accordance with manufacturer's specifications and paid under their respective items.

H. Field Quality Control.

- 1. **Testing Agency.** The Contractor shall provide a qualified independent testing and inspecting agency, approved by Town, to perform field tests and inspections and prepare test reports.
- 2. **Testing Services.** Testing and inspecting of completed applications of synthetic turf system shall take place in successive stages, in areas of extent and using methods as follows. Do not proceed with application of the next stage until test results for previously completed applications show compliance with requirements.
- 3. Remove and replace applications where test results indicate that it does not comply with specified requirements.

I. Final Acceptance.

- 1. Prior to Final Acceptance, the Contractor shall submit to the Town three (3) copies of Maintenance Manuals, which will include all necessary instructions for the proper care and preventative maintenance of the synthetic turf system, including painting and striping.
- 2. The Contractor shall provide evidence that the turf can be plowed with conventional rubber bladed snow removal equipment.
- 3. The finished playing surface shall appear as mowed grass with no irregularities and shall afford excellent traction for conventional athletic shoes of all types. The finished surface shall resist abrasion and cutting from normal use.
- 4. Contractor shall perform a GMAX test at the completion of installation and prior to final acceptance to demonstrate compliance with an ASTM F355 GMAX of less than or equal to 175.

J. Cleaning.

- 1. Contractor shall provide the labor, supplies and equipment as necessary for final cleaning of surfaces and installed items. All usable remnants of new material shall become the property of the Town. The Contractor shall keep the area clean throughout the Project and clear of debris. Surfaces, recesses, enclosures, etc., shall be cleaned, as necessary, to leave the work area in a clean, immaculate condition ready for immediate occupancy and use.

TOWN OF BABYLON
BID NO. 18G11, REQUIREMENTS CONTRACT FOR
INSTALLATION, MAINTENANCE & REPAIR OF SYNTHETIC TURF FIELDS

Name of Bidder: The LandTek Group, Inc.

Item No. 1 REQUIREMENTS CONTRACT FOR INSTALLATION

1a. Unclassified Excavation - Price per Cubic Yard

\$ 10⁰⁰

1b. Select Material - Price per Cubic Yard

\$ 10⁰⁰

1c. Miscellaneous Concrete - Price Per Cubic Yard

\$ 150⁰⁰

1d. 10' diameter drywell with Flattop Top slab, Price per Vertical Foot

\$ 70⁰⁰

1e. 24" diameter Casting, Price per Pound

\$ 5⁰⁰

1f. 12" diameter HDPE Drainage Pipe, Price per Linear Foot

\$ 5⁰⁰

1g. Synthetic Turf & Stone Base Complete, Price per Square Foot

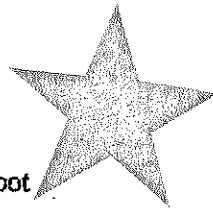
\$ 85⁰⁰

1h. Supply & Install Topsoil & Sod

\$ 4⁰⁰

1i. Synthetic Turf Maintenance per Year Price per Square foot

\$ 0.04 ¢



TOWN OF BABYLON
BID NO. 18G11, REQUIREMENTS CONTRACT FOR
INSTALLATION, MAINTENANCE & REPAIR OF SYNTHETIC TURF FIELDS

Name of Bidder: The LandTek Group, Inc.

Item 2. MAINTENANCE (DEEP GROOMING) OF EXISTING FIELDS -

These fields are no longer under warranty. Price shall be per visit

2a. Venetian Shores Park & Van Bourgondien Park

\$ 800⁰⁰

ITEM NO. 3 - REPAIR OF SYNTHETIC TURF

3a. Seam repair over 20 linear foot - price per Linear Foot

\$ 18⁰⁰

3b. Turf Replacement - Price per Square Foot

\$ 21⁰⁰

3c. Base Repair - Price per Square Foot

\$ 16⁰⁰

3d. G Max Testing - Price per Field

\$ 350⁰⁰

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Reviewed By
Office of Town Attorney

WHEREAS, 1055 STEWART AVE. REALTY, LLC, fee owner, and ENGEL BURMAN AT BETHPAGE, LLC, contract vendee, petitioned the Town Board of the Town of Oyster Bay for Site Plan Approval, Modification of Restrictive Covenants and a Special Use Permit to allow the construction and operation of an assisted living facility on premises located in a General Business ("GB") District at 1055 and 1065 Stewart Avenue, Bethpage, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 46, Block G, Part of Lot 76 on the Land and Tax Map of Nassau County; and

WHEREAS, by Resolution No. 480-96, adopted on July 9, 1996, the Town Board granted the petition of GRUMMAN AEROSPACE CORPORATION, then fee owner of the property located at Stewart Avenue, Bethpage, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 46, Block N, Lot 78, and Section 46, Block G, Lots 47, 51, 52, 54, 55, 71, and Part of Lots 29 and 49 on the Land and Tax Map of Nassau County, for a change of zone from a "H" Industrial District (Light Industry) to a "G" Business District (General Business), subject to the execution and filing of a Declaration of Restrictive Covenants; and

WHEREAS, on July 30, 1996, GRUMMAN AEROSPACE CORPORATION, executed a Declaration of Restrictive Covenants imposed on Section 46, Block N, Lot 78, and Section 46, Block G, Lots 47, 51, 52, 54, 55, 71, and Part of Lots 29 and 49 on the Land and Tax Map of Nassau County, which Declaration was recorded in the Office of the Clerk of Nassau County, on February 4, 1997, in Liber 10744 of Deeds page 143; and

WHEREAS, a duly advertised public hearing on said Petition was held by the Town Board of the Town of Oyster Bay on October 6, 2020, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, the Town of Oyster Bay Department of Environmental Resources, Town Environmental Quality Review Division, has reviewed and submitted its Quality Review Report regarding the environmental impacts contemplated by said Petition; and

WHEREAS, the Quality Review Report was dated July 6, 2020, with said report rendering the Division's assessment of the relevant environmental factors affected by the uses proposed in the subject Petition and recommending that the conclusions contained therein be accepted, and that same be deemed to constitute a Negative Declaration, indicating that the proposed actions would not cause significant impacts upon the environment and recommended, accordingly, that the Town Board issue a Negative Declaration; and

WHEREAS, the Nassau County Planning Commission, by Resolution No. 10388-20, adopted on September 10, 2020, deferred to the Town Board of the Town of Oyster Bay to take action as it deemed appropriate on said application; and

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WHEREAS, the Town Board of the Town of Oyster Bay, based upon the relevant facts and circumstances presented at the public hearing, and based upon the facts and information within the personal knowledge of the members of the Town Board, finds the following: that

because of the area, location, nature and character of the subject property, the below described premises are adequate and suitable for the requested use; that the granting of this application, subject to the imposition of certain covenants, restrictions and provisions, will not adversely affect the present character of the area; and the granting of this application will be compatible with the purposes and objectives of the comprehensive zoning plan of the Town of Oyster Bay; and

WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memorandum dated August 7, 2020, has advised that the Department of Planning and Development has reviewed the following fifteen (15) plans prepared by Joseph A. Deal, P.E., Bohler Engineering, Hauppauge, New York, and five (5) plans prepared by David Mammina, R.A., H2M Architects and Engineers, Melville, New York:

SHEET NO.	TITLE	PREPARED BY	LAST REVISED
C-01	Cover Sheet	Joseph A. Deal, P.E.	07/22/2020
C-02	Overall Site Plan	Joseph A. Deal, P.E.	07/22/2020
C-03	Demolition Plan	Joseph A. Deal, P.E.	07/22/2020
C-04	Site Plan	Joseph A. Deal, P.E.	07/22/2020
C-05	Grading Plan	Joseph A. Deal, P.E.	07/22/2020
C-06	Drainage Plan	Joseph A. Deal, P.E.	07/22/2020
C-07	Soil Erosion & Sediment Control Plan Phase I	Joseph A. Deal, P.E.	07/22/2020
C-08	Soil Erosion & Sediment Control Plan Phase II	Joseph A. Deal, P.E.	07/22/2020
C-09	Soil Erosion & Sediment Control Controls Details	Joseph A. Deal, P.E.	07/22/2020
C-10	Utility & Sanitary Plan	Joseph A. Deal, P.E.	07/22/2020
C-11	Landscape Plan	Joseph A. Deal, P.E.	07/22/2020
C-12	Landscape Notes & Details	Joseph A. Deal, P.E.	07/22/2020
C-13	Lighting Plan	Joseph A. Deal, P.E.	07/22/2020
C-14	Detail Sheet I	Joseph A. Deal, P.E.	07/22/2020
C-15	Detail Sheet II	Joseph A. Deal, P.E.	07/22/2020
A1.0	Overall Basement Floor Plan	David Mammina, R.A.	07/31/2020
A1.1	Overall First Floor Plan	David Mammina, R.A.	07/31/2020
A1.2	Overall Second Floor Plan	David Mammina, R.A.	07/31/2020
A1.3	Overall Third Floor Plan	David Mammina, R.A.	07/31/2020
A2.0	Overall Building Elevations	David Mammina, R.A.	07/31/2020

WHEREAS, said Commissioner further reports that the plans submitted, as modified, comply with the standards set forth in the Code of the Town of Oyster Bay, Section 246.6, Site Plan Review, and recommends Town Board approval for the site plans enumerated herein,

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NOW, THEREFORE, BE IT RESOLVED, That the Town Board of the Town of Oyster Bay does hereby adopt a Negative Declaration with respect to the Petition of 1055 STEWART AVE. REALTY, LLC, fee owner, and ENGEL BURMAN AT BETHPAGE, LLC, contract vendee, for Site Plan Approval, Modification of Restrictive Covenants and a Special Use Permit to allow the construction and operation of an assisted living facility on premises located in a General Business ("GB") District at 1055 and 1065 Stewart Avenue, Bethpage, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 46, Block G, Part of Lot 76 on the Land and Tax Map of Nassau County; and be it further

RESOLVED, That the Petition of 1055 STEWART AVE. REALTY, LLC, fee owner, and ENGEL BURMAN AT BETHPAGE, LLC, contract vendee, for Site Plan Approval, Modification of Restrictive Covenants and a Special Use Permit to allow the construction and operation of an assisted living facility on premises located in a General Business ("GB") District at 1055 and 1065 Stewart Avenue, Bethpage, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 46, Block G, Part of Lot 76 on the Land and Tax Map of Nassau County, is hereby GRANTED, for the premises described as follows:

SCHEDULE A

BEGINNING at a point on the southerly side of Stewart Avenue (80 feet wide), distant 2737.27 feet easterly when measured along the southerly side of Stewart Avenue from the easterly end of an arc of curve which connects the southerly side of Stewart Avenue and easterly side of South Oyster Bay Road, running thence the following courses and distances:

1. Along the southerly side of Stewart Avenue, South 57 degrees 06 minutes 05 seconds East, a distance of 319.82 feet to a point; thence through the interior of Lot 76, Block G, Section 46 (now or formerly lands of 1055 Stewart Ave. Realty, LLC, the following ten courses and distances:
2. South 32 degrees 53 minutes 55 seconds West, a distance of 465.88 feet to a point; thence
3. North 57 degrees 06 minutes 05 seconds West, a distance of 11.96 feet to a point; thence
4. South 86 degrees 21 minutes 40 seconds West, a distance of 31.56 feet to a point; thence
5. North 57 degrees 06 minutes 05 seconds West, a distance of 24.00 feet to a point; thence
6. South 32 degrees 53 minutes 55 seconds West, a distance of 83.85 feet to a point; thence
7. North 57 degrees 06 minutes 05 seconds West, a distance of 194.00 feet to a point; thence
8. North 32 degrees 53 minutes 55 seconds East, a distance of 84.03 feet to a point; thence

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9. North 57 degrees 06 minutes 05 seconds West, a distance of 46.00 feet to a point; thence
10. North 32 degrees 53 minutes 55 seconds East, a distance of 6.79 feet to a point; thence
11. North 03 degrees 52 minutes 59 seconds East, a distance of 38.14 feet to a point; thence
12. Through the interior of Lot 76, Block G, Section 46 and along the dividing line between Lot 76, Block G, Section 46 and Lot 80, Block G, Section 46 (now or formerly lands of Cablevision Systems Corporation), North 32 degrees 53 minutes 55 seconds East, a distance of 444.35 feet to the point and place of BEGINNIN

This Description was prepared with reference to a Title Report prepared by JWJ Abstract, LLC, as Agent for Old Republic National Title Insurance Company, Title No. JWJ-1002, with an effective date of May 19, 2018.

This Description was also prepared based upon a Survey entitled "ALTA/NSPS Land Title Survey, Bristol Assisted Living, 1055 Stewart Avenue, Lot 76, Block G, Section 46, Bethpage, Town of Oyster Bay, Nassau County, New York", prepared by Control Point Associates Inc. PC, dated August 20, 2018, last revised on September 10, 2019 and a sketch entitled "Boundary Sketch proposed subdivision area Bristol Assisted Living, 1055 Stewart Avenue, Lot 76, Block G, Section 46, Bethpage, Town of Oyster Bay, Nassau County, New York", prepared by Control Point Associates Inc. PC, dated October 17, 2018, last revised on September 10, 2019.

SAID PREMISES being known as 1055 Stewart Avenue, Bethpage, New York 11714, and designated as Section 46, Block G, Part of Lot 76 on the Land and Tax Map of Nassau County.

and be it further

RESOLVED, That the Petition herein granted is subject to voluntary covenants and restrictions imposed upon the subject premises by the Petitioner, as set forth in the written instrument attached herewith, to be duly recorded in the Office of the Clerk of Nassau County within one year of this Resolution, and the subject Petition may only become effective upon such recording; and be it further

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RESOLVED, That in accordance with the memorandum of Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, dated August 7, 2020, the twenty (20) plans described herein are hereby approved.

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DECLARATION OF RESTRICTIVE COVENANTS

1055 STEWART AVE. REALTY, LLC, fee owner, with a business address of 1055 Stewart Avenue, Suite #3, Bethpage, New York 11714, and ENGEL BURMAN AT BETHPAGE, LLC, contract vendee, with a business address of 67 Clinton Road, Garden City, New York 11530, ("the Declarants"), by this declaration, dated December , 2020, declare as follows:

WHEREAS, by Resolution No. 480-96, adopted on July 9, 1996, the Town Board granted the petition of GRUMMAN AEROSPACE CORPORATION, then fee owner of the property located at Stewart Avenue, Bethpage, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 46, Block N, Lot 78, and Section 46, Block G, Lots 47, 51, 52, 54, 55, 71, and Part of Lots 29 and 49 on the Land and Tax Map of Nassau County, for a change of zone from a "H" Industrial District (Light Industry) to a "G" Business District (General Business), subject to the execution and filing of a Declaration of Restrictive Covenants; and

WHEREAS, on July 30, 1996, GRUMMAN AEROSPACE CORPORATION, executed a Declaration of Restrictive Covenants imposed on Section 46, Block N, Lot 78, and Section 46, Block G, Lots 47, 51, 52, 54, 55, 71, and Part of Lots 29 and 49 on the Land and Tax Map of Nassau County, which Declaration was recorded in the Office of the Clerk of Nassau County, on February 4, 1997, in Liber 10744 of Deeds page 143; and

WHEREAS, Declarants, 1055 STEWART AVE. REALTY, LLC, fee owner, and ENGEL BURMAN AT BETHPAGE, LLC, contract vendee, petitioned the Town Board of the Town of Oyster Bay for Site Plan Approval, Modification of Restrictive Covenants and a Special Use Permit to allow the construction and operation of an assisted living facility on premises located in a General Business ("GB") District at 1055 and 1065 Stewart Avenue, Bethpage, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 46, Block G, part of Lot 76 on the Land and Tax Map of Nassau County ("the Property"); and

WHEREAS, a duly advertised public hearing on said Petition was held by the Town Board of the Town of Oyster Bay on October 6, 2020, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, The Town Board, by Resolution No. _____ - 2020, dated December 8, 2020, approved said request subject to the execution and recording of a Declaration of Restrictive Covenants; and

WHEREAS, said Declarants, for the purpose of preserving the value, and in order to assure the orderly development of the premises described in Schedule "A" hereinbelow, and for the benefit and protection of persons and property in the area, do hereby voluntarily impose the following covenants and restrictions with respect to the premises identified as being

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Reviewed By
Office of Town Attorney

located at 1055 and 1065 Stewart Avenue, Bethpage, Town of Oyster Bay, New York 11714, with the following covenants and restrictions, which will run with the land and be binding upon said Declarants, their successors and/or assigns,

NOW, THEREFORE, said Declarants, do hereby covenant and declare as follows:

1. That the prior Declaration of Restrictive Covenants affecting the premises located at 1055 and 1065 Stewart Avenue, Bethpage, Town of Oyster Bay, New York 11714, dated July 30, 1996, and recorded in the Office of the Clerk of Nassau County, on February 4, 1997, in Liber 10744 of Deeds page 143, is hereby modified and amended as follows:

- a. Add Paragraph 16, to read as follows:
“That the subject property, as described in Schedule A of Declaration modification shall not be used for any purposes other than for the operation of an assisted living facility.”

- b. Delete existing Paragraph 14, and replace it with the following paragraph:
“14. That no Certificate of Occupancy shall be issued unless and until the development of the site is in conformance with the fifteen (15) plans prepared by Joseph A. Deal, P.E., Bohler Engineering, Hauppauge, New York, and five (5) plans prepared by David Mammina, R.A., H2M Architects and Engineers, Melville, New York, reviewed in accordance with Section 246-6, “Site Plan Review”, of the Zoning Code of the Town of Oyster Bay, recommended for acceptance by the Department of Planning and Development, by memorandum dated August 7, 2020, approved by the Town Board of the Town of Oyster Bay, including any and all amendments that the Town Board may have required to said plans. In the event Declarants seek permission to make a change to the subject structure or property after the date of the granting resolution, the Department of Planning and Development shall determine whether the proposed change is a major or minor modification. If a proposed modification is deemed minor, the Department of Planning and Development shall have final approval of same. Any major modifications to said plans shall require Town Board approval. The plans approved by the granting resolution are as follows:

<u>SHEET NO.</u>	<u>TITLE</u>	<u>PREPARED BY</u>	<u>LAST REVISED</u>
C-01	Cover Sheet	Joseph A. Deal, P.E.	07/22/2020
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C-04	Site Plan	Joseph A. Deal, P.E.	07/22/2020
C-05	Grading Plan	Joseph A. Deal, P.E.	07/22/2020
C-06	Drainage Plan	Joseph A. Deal, P.E.	07/22/2020
C-07	Soil Erosion & Sediment		

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	Control Plan Phase I	Joseph A. Deal, P.E.	07/22/2020
C-08	Soil Erosion & Sediment		
	Control Plan Phase II	Joseph A. Deal, P.E.	07/22/2020
C-09	Soil Erosion & Sediment		
	Control Controls Details	Joseph A. Deal, P.E.	07/22/2020
C-10	Utility & Sanitary Plan	Joseph A. Deal, P.E.	07/22/2020
C-11	Landscape Plan	Joseph A. Deal, P.E.	07/22/2020
C-12	Landscape Notes & Details	Joseph A. Deal, P.E.	07/22/2020
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A1.2	Overall Second Floor Plan	David Mammina, R.A.	07/31/2020
A1.3	Overall Third Floor Plan	David Mammina, R.A.	07/31/2020
A2.0	Overall Building Elevations	David Mammina, R.A.	07/31/2020

2. Except as modified and amended by this document, that the prior Declaration of Restrictive Covenants affecting the premises located at 1055 and 1065 Stewart Avenue, Bethpage, Town of Oyster Bay, New York 11714, dated July 30, 1996, and recorded in the Office of the Clerk of Nassau County, on February 4, 1997, in Liber 10744 of Deeds page 143, shall remain in full force and effect.

3. This Declaration shall be filed with the County Clerk of Nassau County and be construed with the same force and effect as a recorded document, and shall be deemed a covenant running with the land. The restrictions contained herein may be enforced by the Town Board of the Town of Oyster Bay to the same extent and with the same authority as the enforcement of a Zoning Ordinance. This Declaration shall not be modified, changed, altered or amended except with the consent of the Town Board of the Town of Oyster Bay after a public hearing.

SCHEDULE A

BEGINNING at a point on the southerly side of Stewart Avenue (80 feet wide), distant 2737.27 feet easterly when measured along the southerly side of Stewart Avenue from the easterly end of an arc of curve which connects the southerly side of Stewart Avenue and easterly side of South Oyster Bay Road, running thence the following courses and distances:

1. Along the southerly side of Stewart Avenue, South 57 degrees 06 minutes 05 seconds East, a distance of 319.82 feet to a point; thence through the interior of Lot 76, Block G, Section 46 (now or formerly lands of 1055 Stewart Ave. Realty, LLC, the following ten courses and distances:

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2. South 32 degrees 53 minutes 55 seconds West, a distance of 465.88 feet to a point; thence
3. North 57 degrees 06 minutes 05 seconds West, a distance of 11.96 feet to a point; thence
4. South 86 degrees 21 minutes 40 seconds West, a distance of 31.56 feet to a point; thence
5. North 57 degrees 06 minutes 05 seconds West, a distance of 24.00 feet to a point; thence
6. South 32 degrees 53 minutes 55 seconds West, a distance of 83.85 feet to a point; thence
7. North 57 degrees 06 minutes 05 seconds West, a distance of 194.00 feet to a point; thence
8. North 32 degrees 53 minutes 55 seconds East, a distance of 84.03 feet to a point; thence
9. North 57 degrees 06 minutes 05 seconds West, a distance of 46.00 feet to a point; thence
10. North 32 degrees 53 minutes 55 seconds East, a distance of 6.79 feet to a point; thence
11. North 03 degrees 52 minutes 59 seconds East, a distance of 38.14 feet to a point; thence
12. Through the interior of Lot 76, Block G, Section 46 and along the dividing line between Lot 76, Block G, Section 46 and Lot 80, Block G, Section 46 (now or formerly lands of Cablevision Systems Corporation), North 32 degrees 53 minutes 55 seconds East, a distance of 444.35 feet to the point and place of BEGINNING;

This Description was prepared with reference to a Title Report prepared by JWJ Abstract, LLC, as Agent for Old Republic National Title Insurance Company, Title No. JWJ-1002, with an effective date of May 19, 2018.

This Description was also prepared based upon a Survey entitled "ALTA/NSPS Land Title Survey, Bristol Assisted Living, 1055 Stewart Avenue, Lot 76, Block G, Section 46, Bethpage, Town of Oyster Bay, Nassau County, New York", prepared by Control Point Associates Inc. PC, dated August 20, 2018, last revised on September 10, 2019 and a sketch entitled "Boundary Sketch proposed subdivision area Bristol Assisted Living, 1055 Stewart Avenue, Lot 76, Block G, Section 46, Bethpage, Town of Oyster Bay, Nassau County, New York", prepared by Control Point Associates Inc. PC, dated October 17, 2018, last revised on September 10, 2019.

SAID PREMISES being known as 1055 Stewart Avenue, Bethpage, New York 11714, and designated as Section 46, Block G, Lot 76 on the Land and Tax Map of Nassau County.

DRAFT

IN WITNESS WHEREOF, the Declarant has hereunto set its hand and seal the day and year first above written.

1055 STEWART AVE. REALTY, LLC

By: _____

ENGEL BURMAN AT BETHPAGE, LLC

By: _____

DRAFT

Meeting of January 26, 2021

Resolution No. 50-2021

WHEREAS, Frank M. Scalera, Town Attorney, and Matthew M. Rozea, Deputy Town Attorney, by memorandum dated January 19, 2021, advised that the Office of the Town Attorney released Request for Proposals for Employee Relations Hearing Officers (the "RFP"), the purpose of which was to solicit interest from qualified individuals to serve as a neutral hearing officer during employee discipline matters; and

WHEREAS, two responses to the RFP were received, each of which was reviewed in accordance with all relevant provisions of the Procurement Policy; and

WHEREAS, the Office of the Town Attorney recommended and requested, by the aforementioned memorandum, that the following individuals be appointed as Employee Relations Hearing Officers for the term beginning January 13, 2021 through December 31, 2021, with two one-year extension options:

Anthony T. Ballato, Esq.
5476 Merrick Road
Massapequa, New York 11758

Brian J. Davis, Esq.
400 Garden City Plaza, Suite 430
Garden City, New York 11530

WHEREAS, compensation shall be at a rate of \$350.00 per diem, not to exceed \$20,000.00 per year, with funds to be drawn from Account No. OTA A 1420 44880 000 0000; and

WHEREAS, the Inspector General has reviewed the proposed hearing officers' disclosures, and is satisfied that the Procurement Policy has been satisfied,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation and request as hereinabove set forth is accepted and approved, and the Town Board hereby appoints Anthony T. Ballato, Esq. and Brian J. Davis, Esq. to serve as Employee Relations Hearing Officers, nunc pro tunc from January 13, 2021 through December 31, 2021, with two one-year extension options, and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment from Account No. OTA A 1420 44880 000 0000, in an amount not to exceed \$20,000.00, 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	Absent
Councilwoman Walsh	Aye

Town of Oyster Bay
Inter-Departmental Memo

To: Memorandum Docket
From: Office of the Town Attorney
Date: January 19, 2021
Subject: Hearing Officers – Employee Relations Matters

This Office recently released a Request for Proposals for Employee Relations Hearing Officers (the "RFP"). The purpose of the RFP was to solicit interest from qualified individuals to serve as a neutral hearing officer during employee discipline matters. The RFP was sent directly to three individuals known to this Office to have relevant experience, and was posted to the Town website. Two responses were received.

After review and analysis of the two responses received in accordance with all relevant provisions of the Procurement Policy, the following individuals, based upon their qualifications and experience, are recommended for appointment as members of the Hearing Officers Panel for the Town of Oyster Bay for the period January 13, 2021 through December 31, 2021, with two one-year extension options:

Anthony T. Ballato, Esq.
5476 Merrick Road
Massapequa, New York 11758


Brian J. Davis, Esq.
400 Garden City Plaza, Suite 430
Garden City, New York 11530

This request is made retroactive to January 13, 2021 to account for hearings that were scheduled after receipt of the RFP responses, but which must occur on or before January 31 2021. Compensation shall be at the rate of \$350.00 per diem, not to exceed \$20,000.00 per year. Funds are available from Account No. OTA A 1420 44880 000 0000.

The Inspector General has reviewed the proposed hearing officers' disclosures, and is satisfied that the Procurement Policy has been satisfied.

Kindly suspend the rules and place this matter upon the January 26, 2021 Town Board Action Calendar. A proposed Resolution accompanies this memorandum.

FRANK M. SCALERA
TOWN ATTORNEY


Matthew M. Rozea
Deputy Town Attorney

MMR:mmr
Enclosure

Meeting of January 26, 2021

Resolution No. 51-2021

RESOLVED, That the Town Clerk is hereby authorized and directed to advertise a Notice of Hearing on a proposed contract between the Town of Oyster Bay acting on behalf of the Oyster Bay Fire Protection District, and the Oyster Bay Water District, *nunc pro tunc*, for the rental of hydrants for the 2021 Calendar Year, said Hearing to be held in the Hearing Room, Town Hall, East Building, 54 Audrey Avenue, Oyster Bay, New York, on February 9, 2021, at 10:00 o'clock a.m., prevailing time, said Notice to be advertised in

newspapers of general circulation in the Town of Oyster Bay, pursuant to the provisions of law.

-#-

Reviewed By
Office of Town Attorney
Elizabeth A. Laughlin

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	Absent
Councilwoman Walsh	Aye

PUBLIC NOTICE

PLEASE TAKE NOTICE That a Public Hearing will be held by the Town Board of the Town of Oyster Bay in the Hearing Room, Town Hall, East Building, 54 Audrey Avenue, Oyster Bay, New York, on Tuesday, February 9, 2021 at 10:00 o'clock a.m., prevailing time, at which Hearing residents and parties interested will have an opportunity to be heard on the proposed Contract between the Town of Oyster Bay, acting on behalf of the Oyster Bay Fire Protection District and the Oyster Bay Water District, for the rental of two hundred twenty-five (225) hydrants at an agreed per annum rental fee of \$20,250.00, *nunc pro tunc*, for the period from January 1, 2021 through December 31, 2021, for the benefit of the Oyster Bay Fire Protection District. In the event that said hearing is held by teleconference because of the restrictions imposed by NYS Executive Order, the hearing will be live streamed on oysterbaytown.com, and the proceedings of the hearing will be transcribed and available to the public. Any party interested in submitting comments on this matter may submit those comments not later than the close of business February 19, 2021, by mail, to the Office of the Town Attorney, 54 Audrey Avenue, Oyster Bay, NY 11771, or by email to publiccomment@oysterbay-ny.gov. The Contract shall provide in general that any recognized and established fire company or department, which, from time to time, may furnish fire protection to the inhabitants within the Oyster Bay Water District, or to persons having property located therein, shall be allowed to use said fire hydrants, and all necessary water which can be drawn therefrom, for the fighting and control of fires and such other purposes as are generally customarily used for fire fighting and control. BY ORDER OF THE TOWN BOARD OF THE TOWN OF OYSTER BAY. JOSEPH S. SALADINO, Supervisor. RICHARD LAMARCA, Town Clerk.

Dated: January 26 2021, Oyster Bay, New York.

Reviewed By
Office of Town Attorney
Elizabeth A. Daughman

21

Town of Oyster Bay Inter-Departmental Memo

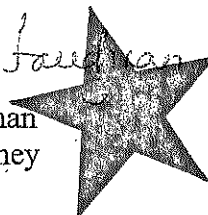
TO : MEMORANDUM DOCKET
FROM : Office of the Town Attorney
DATE : January 20, 2021
SUBJECT: 2021 Hydrant Rental – Oyster Bay Fire Protection District and
Oyster Bay Water District

It is requested that the Town Clerk be authorized to advertise a Notice of Hearing, in connection with the contract between the Town of Oyster Bay acting on behalf of the Oyster Bay Fire Protection District and the Oyster Bay Water District, *nunc pro tunc*, for the rental of hydrants for the 2021 Calendar Year

Kindly suspend the rules and include this item on the January 26, 2021, Town Board action calendar.

FRANK M. SCALERA
TOWN ATTORNEY

Elizabeth A. Faughnan
Elizabeth A. Faughnan
Deputy Town Attorney



EAF:eaf
Enclosure
File 3079

RESOLVED, That the Town Clerk is hereby authorized and directed to advertise a Notice of Hearing on a proposed contract between the Town of Oyster Bay, acting on behalf of the Plainview Fire Protection District and the Plainview Water District, *nunc pro tunc*, for the rental of hydrants for the 2021 Calendar Year, said Hearing to be held in the Hearing Room, Town Hall, East Building, 54 Audrey Avenue, Oyster Bay, New York, on February 9, 2021 at 10:00 o'clock a.m., prevailing time, said Notice to be advertised in

newspapers of general circulation in the Town of Oyster Bay, pursuant to the provisions of law.

-#-

Reviewed By
Office of Town Attorney
Elizabeth A. Laughlin

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	Absent
Councilwoman Walsh	Aye

Reviewed By
Office of Town Attorney

Elizabeth A. Jaughan

**PUBLIC NOTICE
ON PROPOSED CONTRACT FOR FIRE HYDRANT RENTAL**

PLEASE TAKE NOTICE That a Public Hearing will be held by the Town Board of the Town of Oyster Bay in the Hearing Room, Town Hall, East Building, 54 Audrey Avenue, Oyster Bay, New York, on Tuesday, February 9, 2021 at 10:00 o'clock a.m., prevailing time, at which Hearing residents and interested parties will have an opportunity to be heard on the proposed Contract between the Town of Oyster Bay, acting on behalf of the Plainview Fire Protection District, and the Plainview Water District for the rental of One Thousand One Hundred Forty-Five (1,145) hydrants at an agreed per annum rental fee not to exceed \$114,500 for the period from January 1, 2021 through December 31, 2021, *nunc pro tunc*, for the benefit of the Plainview Fire Protection District. In the event that said hearing is held by teleconference because of the restrictions imposed by NYS Executive Order, the hearing will be live streamed on oysterbaytown.com, and the proceedings of the hearing will be transcribed and available to the public. Any party interested in submitting comments on this matter may submit those comments not later than the close of business February 19, 2021, by mail, to the Office of the Town Attorney, 54 Audrey Avenue, Oyster Bay, NY 11771, or by email to publiccomment@oysterbay-ny.gov. The Contract shall provide in general that any recognized and established fire company, or department, which, from time to time, may furnish fire protection to the inhabitants within the Plainview Water District, or to persons having property located therein, shall be allowed to use said fire hydrants, and all necessary water which can be drawn therefrom, for the fighting and control of fires and such other purposes as are generally customarily used for fire fighting and control. BY ORDER OF THE TOWN BOARD OF THE TOWN OF OYSTER BAY. JOSEPH S. SALADINO, Supervisor. RICHARD LAMARCA, Town Clerk.

Dated: January 26 , 2021, Oyster Bay, New York.

22

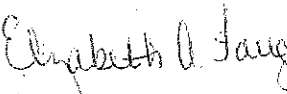
Town of Oyster Bay Inter-Departmental Memo

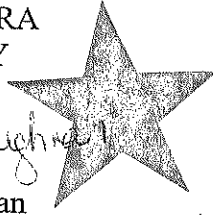
TO : MEMORANDUM DOCKET
FROM : Office of the Town Attorney
DATE : January 20, 2021
SUBJECT: 2021 Hydrant Rental – Plainview Fire Protection District and
Plainview Water District

It is requested that the Town Clerk be authorized to advertise a Notice of Hearing, in connection with the contract between the Town of Oyster Bay, acting on behalf of the Plainview Fire Protection District and the Plainview Water District, nunc pro tunc, for the rental of hydrants for the 2021 calendar year.

Kindly suspend the rules and add this matter to the January 26, 2021, Town Board action calendar. The proposed resolution and public notice accompany this memo.

FRANK M. SCALERA
TOWN ATTORNEY


Elizabeth A. Faughnan
Deputy Town Attorney



EAF:ba
Enclosure
File 3079

Reviewed By
Office of Town Attorney

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated January 21, 2021, advised that Workers Compensation insurance coverage is required to be retained for the youth enrolled in the Department of Intergovernmental Affairs' Division of Employment and Training, and requested authorization, to obtain Workers Compensation coverage through a policy issued by The State Insurance Fund, procured by Salerno Brokerage Corp., at a cost of \$8,328.26, inclusive of any brokerage services, for the policy period January 1, 2021 through December 31, 2021, nunc pro tunc; and

WHEREAS, the Office of the Town Attorney is satisfied that the Department of Intergovernmental Affairs has made an acceptable effort to obtain proposals for said coverage and is in compliance with the Town's Procurement Policy,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, is hereby authorized to renew, nunc pro tunc, the Workers Compensation Insurance for the youth enrolled in the Division's Youth Employment and Training Program with The State Insurance Fund, at a cost of \$8,328.26, for the policy period January 1, 2021 through December 31, 2021, and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same in the total amount of \$8,328.26 to Salerno Brokerage Corp., upon presentation of a duly certified claim, after audit, and that the funds for said payment shall be drawn from Account No. IGA CD 6293 43000 000 CW20.

#

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	Absent
Councilwoman Walsh	Aye

23

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

January 21, 2021

TO: MEMORANDUM DOCKET

FROM: FRANK V. SAMMARTANO, COMMISSIONER
INTERGOVERNMENTAL AFFAIRS

SUBJECT: WORKERS COMPENSATION INSURANCE – SALERNO
BROKERAGE CORP.

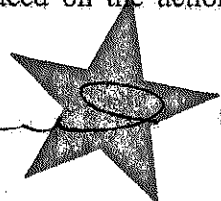
The Department of Intergovernmental Affairs' Division of Employment and Training is required to retain Workers Compensation Insurance for the youth that are enrolled in the Division's Youth Employment and Training program. This insurance is renewed annually.

The State Insurance Fund, the current provider of this coverage to the Town, was the only insurer to provide a quote for coverage for the period January 1, 2021 through December 31, 2021, at a cost of \$8,328.26, which includes the brokerage. Accordingly, Salerno Brokerage Corp. has bound a renewal policy with the State Insurance Fund Group 90 (Current Plan).

It is respectfully requested that the Town Board adopt a resolution effective January 1, 2021 nunc pro tunc ratifying the procurement of this coverage and authorizing payment to Salerno Brokerage Corp in the amount of \$8,328.26. Funds are available in account IGA CD 6293 43000 000 CW20.

It is also requested that the rules be suspended and this matter be placed on the action calendar for the January 26, 2021 Town Board meeting.


Frank V. Sammartano
Commissioner



WHEREAS, Frank M. Scalera, Town Attorney, and Matthew M. Rozea, Deputy Town Attorney, by memorandum dated January 21, 2021, recommended that the following court reporting companies, procured with the Town's Procurement Policy, provide stenographic services with respect to Town of Oyster Bay employee relations matters and disciplinary proceedings, from January 26, 2021 through December 31, 2021, with two (2) one (1) year extension options, in an amount not to exceed \$15,000.00 per year:

North Shore Court Reporters, Inc.
P.O. Box 382
Manhasset, New York 11030

Fevola Reporting & Transcription, Inc.
15 Franciscan Lane
Smithtown, New York 11787

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted and approved and the abovementioned court reporting companies are hereby authorized to provide stenographic services for Town of Oyster Bay employee relations matters and disciplinary proceedings, from January 26, 2021 through and including December 31, 2021, with two (2) one (1) year extension options, in an amount not to exceed \$15,000.00 per year; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment, with funds to be drawn from Account No. OTA A 1420 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	Absent
Councilwoman Walsh	Aye

Reviewed By
Office of Town Attorney
[Signature]

24

Town of Oyster Bay Inter-Departmental Memo

TO : Memorandum Docket

FROM : Office of the Town Attorney

DATE : January 21, 2021

SUBJECT: Request for Proposals
Stenographic Services to the Office of the Town Attorney

Pursuant to the Town of Oyster Bay Procurement Policy, the Office of the Town Attorney recently solicited court reporting companies regarding their interest in providing the Town of Oyster Bay with stenographic services for employee relation and disciplinary proceedings. The Request for Proposals was sent to three firms known to this Office to have experience in the field, and was also posted to the Town's website. Two (2) responses to the Request for Proposals were received.

The Office of the Town Attorney is satisfied that an acceptable effort has been made to obtain proposals for stenographic services and is in compliance with the Town's Procurement Policy.

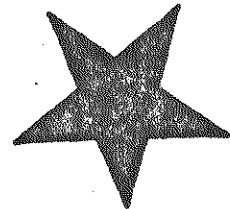
After a review of the responses submitted by each court reporting company in accordance with Guideline 9 of the Town's Procurement Policy, this Office recommends that the following companies be retained to assist the Office of the Town Attorney, in the capacity as hereinabove described:

North Shore Court Reporters, Inc.
P.O. Box 382
Manhasset, New York 11030

Fevola Reporting & Transcription, Inc.
15 Franciscan Lane
Smithtown, New York 11787

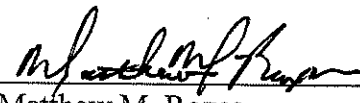
The Inspector General has reviewed the proposed vendors' disclosures, and is satisfied that the Procurement Policy has been satisfied.

Accordingly, attached hereto for Town Board consideration, is a proposed resolution to authorize the retention and use of above referenced court reporting companies for the Office of the Town Attorney, from January 26, 2021 through and including December 31, 2021, with two (2) one (1) year extension options, in an amount not to exceed \$15,000.00 per year, with funds to be drawn from Account No. OTA A 1420 44800 000 0000.



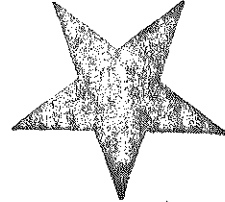
Kindly suspend the rules and include this item on the January 26, 2021, Town Board action calendar.

FRANK M. SCALERA
TOWN ATTORNEY

By: 
Matthew M. Rozea
Deputy Town Attorney

MMR:mmr
Attachment
File: 2016-5565

S:\Attorney\RESOS 2021\MD & RESO\RFP Steno Svces employee relations MMR.doc



RESOLVED, That the Town Clerk is hereby authorized and directed to advertise a Notice of Hearing on proposed contracts for fire protection for the 2021 Calendar Year, *nunc pro tunc*, for the Incorporated Village of Farmingdale, the Glenwood Hook & Ladder Engine and Hose Co. No. 1, Inc., and the Plainview Volunteer Fire Department, Inc., said hearing to be held in the Hearing Room, Town Hall, East Building, 54 Audrey Avenue, Oyster Bay, New York, on February 9, 2021, at 10:00 o'clock a.m., prevailing time, said Notice to be advertised in the newspapers of general circulation in the Town of Oyster Bay, pursuant to the provisions of law.

-#-

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	Absent
Councilwoman Walsh	Aye

444
Reviewed By
Office of Town Attorney
Elizabeth A. Jandran

Reviewed By
Office of Town Attorney
Elizabeth A. Taughman

PUBLIC NOTICE

PLEASE TAKE NOTICE That a Public Hearing will be held by the Town Board of the Town of Oyster Bay in the Hearing Room, Town Hall, East Building, 54 Audrey Avenue, Oyster Bay, New York, on February 9, 2021, at 10:00 o'clock a.m., prevailing time, at which time residents and interested parties will have an opportunity to be heard on the proposed contracts for fire protection. In the event that said hearing is held by teleconference because of the restrictions imposed by NYS Executive Order, the hearing will be live streamed on oysterbaytown.com, and the proceedings of the hearing will be transcribed and available to the public. Any party interested in submitting comments on this matter may submit those comments not later than the close of business February 19, 2021, by mail, to the Office of the Town Attorney, 54 Audrey Avenue, Oyster Bay, NY 11771, or by email to publiccomment@oysterbay-ny.gov. Copies of the proposed contracts for fire protection are on file in the Town Clerk's Office, and may be viewed daily between the hours of 9:00 A.M. and 4:45 P.M., prevailing time, except Saturdays, Sundays and Holidays, and the contracts with the following Fire Companies shall provide in general for the furnishing of fire protection during the 2021 Calendar Year, *nunc pro tunc*, to the listed Fire Protection Districts at the agreed per annum charge set forth, all subject to taxation in said Districts, as shown on the last completed Town Assessment Roll:

CALENDAR YEAR 2021

<u>FIRE COMPANY</u>	<u>FIRE PROTECTION DISTRICT</u>	<u>AGREED PER ANNUM CHARGE</u>
1. Glenwood Hook & Ladder Engine and Hose Co. No. 1, Inc.	Glenwood-Glen Head	\$ 782,920.00
2. Inc. Village of Farmingdale for the Farmingdale Fire Department	North East Farmingdale	\$ 115,299.59
3. Plainview Volunteer Fire Department, Inc.	Plainview	\$ 5,088,467.00

BY ORDER OF THE TOWN BOARD OF THE TOWN OF OYSTER BAY. JOSEPH SALADINO, Supervisor. RICHARD LaMARCA, Town Clerk.
Dated: January 26, 2021, Oyster Bay, New York.

25

Town of Oyster Bay
Inter-Departmental Memo

TO : MEMORANDUM DOCKET
FROM : Office of the Town Attorney
DATE : January 22, 2021
SUBJECT: 2021 Fire Protection Agreements

The Incorporated Village of Farmingdale, the Glenwood Hook & Ladder Engine and Hose Co. No. 1, Inc., and the Plainview Volunteer Fire Department, Inc., have all provided this office with the necessary information regarding the 2021 fire protection contracts for the pertinent Fire Protection Districts. We request that the Town Clerk be authorized to advertise a Notice of Hearing to be held on Tuesday, February 9, 2021, at 10 a.m., for the 2021 Fire Protection Agreements.

Please note that this Office is still working with the Wantagh Fire District, Bayville Fire Company No. 1, Inc., Oyster Bay Fire Department, Inc., Atlantic Steamer Fire Company No. 1, East Norwich Volunteer Fire Company No. 1, Roslyn Highlands Hook & Ladder, Engine & Hose Company Inc., and the Rescue Company Hook and Ladder Company No. 1 (aka Roslyn Rescue), regarding their requested 2021 fire protection contracts.

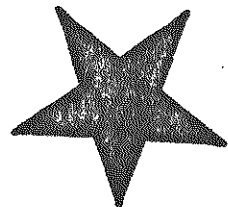
Kindly suspend the rules and add this matter to the January 26, 2021 Town Board action calendar for action. The draft resolution and Public Notice accompany this memo.

FRANK M. SCALERA
TOWN ATTORNEY

Elizabeth A. Faughnan
Elizabeth A. Faughnan
Deputy Town Attorney

EAF:ba
Attachment
2016-5219

S:\Attorney\RESOS 2021\MD & RESO\2021 Fire Protection Contracts - Auth Pub Notice - eaf.docx



WHEREAS, by memorandum dated January 15, 2021, Frank M. Scalera, Town Attorney and Paul S. Ehrlich, Deputy Town Attorney recommended that pursuant to New York State Town Law Sections 25 and 116, and the New York State Public Officers Law Section 11, the Town Board procure insurance in lieu of the undertaking requirement for Town elected, officers and employees; and

WHEREAS, pursuant to the Town Procurement Policy the Town Attorney's Office issued a Request for Proposals to nine insurance brokers for quotes for premiums for Public Officials & Employees Liability Insurance, and posted the RFP on the Town's website, and received a response from one broker with responses from eight (8) insurance carriers; and

WHEREAS, the Office of the Town Attorney received and reviewed the proposals received and determined that an adequate attempt was made to obtain proposals in accordance with Guideline 7 of the Town's procurement policy; and

WHEREAS, Deputy Town Attorney Ehrlich, by said memorandum, recommended that based on compliance with the Town's procurement policy, Ace American Insurance Company, through Salerno Brokerage Corp., be selected, at a premium of \$181,815.00, for the period January 28, 2021 to January 28, 2022, with funds to be drawn from Account No. TWN AMS 1910 43010 603 0000 000.


NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth are hereby accepted and approved, and that that pursuant to New York State Town Law Sections 25 and 116, and the New York State Public Officers Law Section 11, the Town Board procure insurance in lieu of the undertaking requirement for Town elected, officers and employees, and that the Office of the Town Attorney is hereby authorized to secure the Town's Public Officials & Employees Liability Insurance coverage from Chubb subsidiary, Ace American Insurance Company, through Salerno Brokerage Corp., at a premium of \$181,815.00, for the period January 28, 2021 to January 28, 2022, with funds to be drawn from Account No. TWN AMS 1910 43010 603 0000 000; and be it further

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

-#-

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	Absent
Councilwoman Walsh	Aye

Reviewed By
Office of Town Attorney


Town of Oyster Bay

Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: January 15, 2021

SUBJECT: 2021-2022 - Public Officials & Employees Liability Insurance Policy

Pursuant to New York State Town Law Sections 25 and 116, and the New York State Public Officers Law Section 11, the Town Board may procure insurance in lieu of the undertaking requirement for Town elected, officers and employees.


On December 22, 2020, the Town issued a Request for Proposals ("RFP") seeking quotes for the Town's Public Officials & Employees Liability Insurance policy, in accordance with the requirements of the Town's procurement policy. Requests were sent to nine (9) insurance brokers, to obtain quotes/proposals from insurance carriers and the RFP was posted on the Town's website.

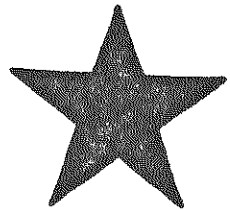
The sole broker to submit quotes, Salerno Brokerage Corp., advised the Office of the Town Attorney that it had forwarded the Town's Request for Proposals to multiple insurance carriers and received responses from eight (8) insurance carriers, AIG, HCC, Western World, Greenwich, (AXA XL), Hudson Insurance, Kinsale Insurance, RSUI and Chubb. Chubb, through its subsidiary, Ace American Insurance Company, is the Town's current insurer and it provided four renewal options, with a common coverage limit.

The quotes were reviewed and evaluated by the Office of the Town Attorney. Following such review and evaluation, the Office of the Town Attorney concurs with the recommendation of the broker that, based upon the terms coverage afforded, the claim history of the Town and the cost of the defense of such claims, that Chubb's renewal proposal #5 be selected. Based on compliance with Guideline 7 of the Town's procurement policy, it is recommended that the Chubb's Ace American Insurance Company policy, through Salerno Brokerage Corp., be selected, at the renewal premium of \$181,815.000, for the period January 28, 2021 to January 28, 2022, with funds to be drawn from Account No. TWN AMS 1910 43010 603 0000 000.

Accordingly, kindly suspend the rules and include this item on the January 26, 2021 Town Board action calendar.

FRANK M. SCALERA
TOWN ATTORNEY

By: 
Paul S. Ehrlich
Deputy Town Attorney



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Enclosure

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WHEREAS, the United States Department of the Treasury created an Emergency Rental Assistance Program ("ERAP"), which provides funds to States and Municipalities with more than 200,000 residents, for the purpose of providing financial assistance for households unable to pay rent and utilities due to the COVID-19 pandemic, with such assistance provided through existing or newly created rental assistance programs; and

WHEREAS, Colin Bell, Deputy Commissioner, Department of Intergovernmental Affairs, by memorandum dated January 25, 2021, advised that the Town of Oyster Bay has been notified that its appropriation of ERAP funds is in the amount of \$8,850,711.90, and requested Town Board ratification of the execution of the agreement of the Award Terms, nunc pro tunc from January 12, 2021, the date recipients were required to execute and submit an executed agreement and acknowledgment of the Terms of the ERAP program, and further requested authorization for the Supervisor and/or his authorized designee to execute documents in connection with the ERAP program,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, and the Town Board hereby ratifies the execution of the written agreement and acknowledgement of the Terms of the ERAP Program by the Supervisor, nunc pro tunc, from January 12, 2021, and the Supervisor and/or his designee are further authorized to execute additional documents related to the United States Department of the Treasury Emergency Rental Assistance Program.

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

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

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

WHEREAS, Gregory W. Carman, Jr., Deputy Supervisor, by memorandum dated January 26, 2021, has requested that the Town Board appoint Supervisor Joseph S. Saladino to serve as a marriage officer, in order to perform a wedding ceremony without fee, on Sunday, January 31, 2021,

NOW, THEREFORE, BE IT RESOLVED, That pursuant to New York State Domestic Relations Law Section 11-C, the Town Board hereby appoints Supervisor, Joseph S. Saladino to serve as a marriage officer of the Town of Oyster Bay on Sunday, January 31, 2021.

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

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

Reviewed By
Office of Town Attorney
Elizabeth B. Laughlin

WHEREAS, John Canning, Commissioner, Department of Human Resources, and Vicki Spinelli, Deputy Commissioner, Department of Human Resources, by memorandum dated January 26, 2021, advised that a retired Town employee, whose identity was revealed to the Town Board in executive session, has received a Schedule Loss of Use (SLU) award from the New York State Workers' Compensation Board for \$74,137.76 as compensation for permanent loss of earning power for injuries sustained to both shoulders, and further advised that the Department was notified by CorVel, the Town's Third Party Administrator for Workers' Compensation, that the retired employee has moved to re-open his SLU and there is potential that the employee will move to re-open other Workers' Compensation files, including claims for hearing loss and right knee replacement, as well as right foot surgery and neck and back injuries; and

WHEREAS, Commissioner Canning and Deputy Commissioner Spinelli, by said memorandum, further advised that the retired employee's attorney has tentatively agreed to a Section 32 Settlement for \$90,000, subject to the agreement of the Town and approval by the NYS Workers' Compensation Board, which is scheduled to consider this matter on February 9, 2021. Under Section 32 of the NYS Workers' Compensation Law, a Section 32 Settlement approved by the Workers' Compensation Board would end the right of the injured worker to ongoing and future benefits, on any existing or possible future Workers' Compensation claims against the Town, in exchange for a lump sum payment. If agreed to and approved, whatever is settled (indemnity and/or medical benefits) is closed forever; and

WHEREAS, Commissioner Canning and Deputy Commissioner Spinelli, by said memorandum, further advised that CorVel has opined that this proposed settlement can save the Town approximately \$33,000 of potential liability on the hearing loss and right knee cases alone, and recommended settlement, and Commissioner Canning and Deputy Commissioner Spinelli also recommended that the Town Board approve the Section 32 Settlement for \$90,000 as full and final payment to this employee settling all of employee's possible Workers' Compensation claims,

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are accepted and the Town Board approves entering into a Section 32 Settlement with the retired Town employee whose identity was revealed to the Town Board in executive session, for the amount of \$90,000, and that said Section 32 Settlement be presented to the NYS Workers' Compensation Board for approval.

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

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

Reviewed By
Office of Town Attorney
[Signature]