

APPROVED
COMMISSIONER OF REVENUE

Meeting of March 9, 2021

RESOLUTION P-5-2021

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	Aye
Councilwoman Walsh	Absent

WHEREAS, Barbara Kitzen has requested to donate a memorial plaque to be placed on an existing bench in John J. Burns Park, Massapequa, in memory of Steven Kitzen; and

WHEREAS, the value of the plaque is estimated to be \$730.00, and the monies donated will be deposited into Account No. PKS A 0001 02705 000 0000; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated February 9, 2021, recommended that the Town accept said donation,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town hereby accepts the donation of \$730.00 from Barbara Kitzen to be deposited into Account No. PKS A 0001 02705 000 0000, to purchase a plaque to be placed on an existing bench in John J. Burns Park, Massapequa, in memory of Steven Kitzen.

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

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

Reviewed By
Office of Town Attorney

[Signature]

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

TO: Memorandum Docket
FROM: Joseph G. Pinto, Commissioner of Parks
SUBJECT: Memorial Plaque and Bench
DATE: February 9, 2021

The Department of Parks has received a request from Barbara Kitzen (letter attached) requesting to donate a memorial plaque on existing bench at John J. Burns Park in memory of Steven Kitzen.

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

The plaque will be purchased by Barbara Kitzen and donated to the Parks Department. The plaque will be placed on an existing bench. The value of the plaque and existing bench are estimated to be \$730.00. Town Board approval is requested on behalf of Barbara Kitzen. The monies will be collected in account PKS A 0001 02705 000 0000.



Joseph G. Pinto
COMMISSIONER OF PARKS

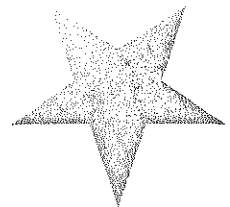
JGP/dc

January 15, 2021

My name is Barbara Kitzen, [REDACTED] I would like to donate a large (8 by 6) memorial plaque on an existing bench at John Burns Park in Massapequa Park. This plaque would be in memory of Steven Kitzen, my husband.

Thank you for your efforts.

Awaiting a reply,
Barbara Kitzen



Meeting of March 9, 2021

Resolution No. 137-2021

WHEREAS, by Resolution No. 195-2020, adopted March 10, 2020, the Town Board approved an Outdoor Fitness and Wellness Event, to be held at Theodore Roosevelt Memorial Park, Oyster Bay, on Saturday, June 13, 2020, authorized the acceptance of registration fees for said event, along with sponsor fees, and, vendor fees, exhibitor fees, mobile food concession fees and commemorative merchandise revenue; and approved a one (1) year contract with New York Fit Fest Corp. commencing March 10, 2020 through March 9, 2021 with provision that the term of the agreement may be extended at the mutual consent of the parties for a maximum of three (3), one (1) year extensions; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated February 11, 2021, advised that the Outdoor Fitness and Wellness Event that was to have been held at Theodore Roosevelt Memorial Park, Oyster Bay on Saturday, June 13, 2020, did not occur due to New York State Covid-19 restrictions; and

WHEREAS, Commissioner Pinto, by said memorandum, requested Town Board approval to conduct said Outdoor Fitness and Wellness Event, at Theodore Roosevelt Memorial Park, Oyster Bay, on Saturday, June 12, 2021, from 9:00 am to 2:00 pm, with a rain date scheduled for Sunday, June 13, 2021, or as otherwise determined by the Department of Parks, and further requested Town Board approval to accept registration fees for said event, along with sponsor fees, vendor fees, exhibitor fees, mobile food concession fees and commemorative merchandise revenue; and

WHEREAS, Commissioner Pinto, by said memorandum, further requested and recommended that the Town exercise the first one (1) year extension of the agreement with New York Fit Fest Corp. for the period March 10, 2021 through and including March 9, 2022; and

WHEREAS, Commissioner Pinto, by said memorandum, advised that the use of DJ and/or audio services may be incorporated into the event, and requested Town Board approval to utilize the services of EKO Productions Inc., in conformance with Town Board Resolution No. 608-2020, adopted November 17, 2020; the total cost for such DJ and/or audio services not to exceed \$800.00, with funds for the fees to be paid from Account No. PKS A 7110 47670 000 0000, through the Town's Department of General Services, Purchasing Division; and

WHEREAS, Commissioner Pinto, by said memorandum, further requested that the event be offered to both Town of Oyster Bay residents and non-residents, and that registrants have the opportunity to participate throughout the day in a series of professionally conducted fitness classes offered for all ages and abilities; and

Reviewed By
Office of Town Attorney

Elizabeth D. Jaegerman

WHEREAS, Commissioner Pinto, by said memorandum, further requested that the event registration fees, pursuant to the proposed contract, be structured as follows:

TOB Resident	\$50.00
Non Resident	\$65.00
Seniors 60+	\$20.00
Students 12-18	\$20.00
Under 12	Free
Spectators	Free

WHEREAS, Commissioner Pinto, by said memorandum, further requested Town Board approval to waive the daily beach fee at Theodore Roosevelt Beach, Oyster Bay for the day of the event or the scheduled rain date, and that seasonal beach stickers remain available for purchase on site throughout the duration of the event; and

WHEREAS, Commissioner Pinto, by said memorandum, further requested that food and beverage be made available to the public for purchase, to be provided by the then-current (as of the date of such event) Town Concessionaire at Theodore Roosevelt Beach or by an alternate food and beverage provider(s), as determined by the Commissioner, or his designee and pursuant to the Town's procurement policy; and

WHEREAS, Commissioner Pinto, by said memorandum, further requested authorization to incorporate the use of mobile food concession(s), in lieu of, or in addition to, the then-current Town Food and Beverage Concessionaire(s), and requested a waiver of the provisions of Chapter 173 of the Code of the Town of Oyster Bay - Peddlers, provided that all mobile food concession merchants participating in the event shall be in compliance with the provisions of the New York State Sanitary Code and shall possess any and all necessary, valid and current, insurance, permissions and permits required by the Nassau County Department of Health, and also requested authorization to charge each such participating mobile food concession a fee not to exceed \$500.00 per event, with all such fees to be deposited in Town of Oyster Bay General Fund Account No. TWN A 0001 02770 590 0000; and

WHEREAS, Commissioner Pinto, by said memorandum, further requested that in furtherance of such event, the Code of the Town of Oyster Bay, Section 168-22 Alcoholic Beverages: *No person shall bring beer, ale or any other alcoholic beverage into any park or beach*, be waived for the event; and

WHEREAS, Commissioner Pinto, by said memorandum, further requested Town Board approval to accept the addition of sponsors and/or vendors, at a fee to be agreed upon in advance by the Commissioner of Parks or his designee and the New York Fit Fest Corp., to said event, at the following levels:

EVENT SPONSORS

Event Sponsors may include, but are not limited to the logo and/or wordmark in the title of the event and appear as such on all promotional impressions, including but not limited to printings, posters, banners, press releases, media promotion and/or advertising, mailings and commemorative merchandise. Sponsors shall be entitled to a dedicated area at the event, designated by the Department of Parks for any promotional displays, advertising and giveaways. Valuation of Sponsorship shall be agreed upon in advance by the Commissioner of Parks or his designee and the New York Fit Fest Corp. and shall be determined by their level of participation.

IN-KIND SPONSOR

In-Kind Sponsors shall be included in promotional material and may be entitled to a dedicated area at the event, designated by the Department of Parks. Valuation of In-Kind Sponsorships shall be agreed upon in advance by the Commissioner of Parks or his designee and the New York Fit Fest Corp. and shall be determined by their level of participation.

VENDOR

A Vendor shall be allotted a designated area at the event, designated by this department, and up to two (2) - 8 foot tables, one (1) - 6 foot table and one (1) - 10 foot x 10 foot tent to sell product directly to the spectators attending the event. Tables and tent shall be the responsibility of the vendor. Valuation of a Vendor Sponsorship shall be agreed upon in advance by the Commissioner of Parks or his designee and the New York Fit Fest Corp. and shall be determined by their level of participation.

WHEREAS, Commissioner Pinto, by said memorandum, confirmed that all such sponsors, vendors and exhibitors shall be legal, accredited businesses in good standing with the State of New York and will be required to provide documentation of such standing upon request, including, but not limited to, current certificates of insurance naming the Town of Oyster Bay and the New York Fit Fest Corp. as additional insureds; and

WHEREAS, Commissioner Pinto, by said memorandum, further requested that the Town of Oyster Bay and the Department of Parks reserve the right to refuse any sponsor, vendor and exhibitor, for any reason that it deems does not properly serve said event and/or the public in attendance; and

WHEREAS, Commissioner Pinto, by said memorandum, further requested that all registration fees (TOB Resident, Non-Resident, Seniors 60+, Students 12-18) from said event be shared equally (50/50), upon event reconciliation, between the Town of Oyster Bay and New York Fit Fest Corp.; and

WHEREAS, Commissioner Pinto, by said memorandum, further requested that all event and program related sponsorship and vendor revenues from said event be shared equally (50/50), upon event reconciliation, between the Town of Oyster Bay and New York Fit Fest Corp. provided those sponsorships were jointly sold by the Town of Oyster Bay and The New York Fit Fest Corp., and further, that all sponsorship revenues and/or fees, solicited or received by the Town of Oyster Bay or New York Fit Fest Corp. through their individual efforts shall be collected and retained respectively by each party; and

WHEREAS, Commissioner Pinto, by said memorandum, further advised that in addition to the above, New York Fit Fest Corp. shall render the payment of \$3,500.00, upon reconciliation of said event, to the Town of Oyster Bay as a municipal site location fee which shall include use of the beach facility, parking, set-up and site preparation and any other event and/or program related amenities which shall be determined and agreed upon in advance by New York Fit Fest Corp. and by the Commissioner of Parks or his designee; and

WHEREAS, Commissioner Pinto, by said memorandum, further requested that all monies collected or due to the Town of Oyster Bay from said event which shall include, but are not limited to, registration fees, event sponsor fees and vendor fees shall be deposited in the Town of Oyster Bay General Fund Account No. TWN A 0001 02770 590 0000. Upon internal event reconciliation, seventy-five percent (75%) of the total monies shall remain in said General Fund Account No. TWN A 0001 02770 590 0000 and the remaining twenty-five percent (25%) of total monies received from event shall be transferred to the Town of Oyster Bay Fitness and Wellness Program Trust TWN TA 0000 00085 437 0000, Customer # 71523 to be used to develop and execute future wellness events for the Town of Oyster Bay; and

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

NOW, THEREFORE, BE IT RESOLVED, That the requests as set forth hereinabove are hereby approved, and the Department of Parks is hereby authorized to conduct the Town of Oyster Bay Outdoor Fitness and Wellness Event, at Theodore Roosevelt Memorial Park, Oyster Bay, on Saturday, June 12, 2021, from 9:00 am to 2:00 pm, with a rain date scheduled for Sunday, June 13, 2021, or as otherwise determined by the Department of Parks, upon the terms as requested by Commissioner Pinto and as set forth hereinabove; and be it further

RESOLVED, the Town is authorized to exercise the first one (1) year extension of an Agreement with New York Fit Fest Corp. commencing March 10, 2021 through March 9, 2022, and the Supervisor or his designee is authorized to execute the documentation necessary to effectuate the first one (1) year extension of said Agreement between the Town of Oyster Bay and New York Fit Fest Corp., upon the terms set forth hereinabove; and be it further

RESOLVED, that the fees and revenues collected from this event be shared between the Town of Oyster Bay and New York Fit Fest Corp. in the respective percentages as set forth hereinabove and the fees and revenues given to the Town of Oyster Bay be deposited in the said respective accounts as hereinabove set forth, subject to the following conditions:

- 1. The use of all Town property shall be in conformance with the direction of the Deputy Commissioner of the Highway Department, or his duly authorized designee;
- 2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of Town property, and in the conduct of the aforescribed activities; and
- 3. The said organization shall file a Certificate of Insurance with the Office of the Town Clerk indicating said organization maintains comprehensive general liability insurance, with a commercial liability limit of \$1,000,000 per occurrence, \$2,000,000 general aggregate per year, and naming the Town of Oyster Bay as an additional insured in connection with the aforescribed activity.
- 4. The said organization shall follow all New York State Guidelines with respect to social distancing, and the aforescribed activity shall be cancelled by the Town of Oyster Bay at any time, to prevent harm to the population from the COVID-19 Virus, or any other threat to public health and/or safety.

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

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

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMORANDUM

TO: MEMORANDUM DOCKET

FROM: JOSEPH G. PINTO, COMMISSIONER OF PARKS

DATE: FEBRUARY 11, 2021

SUBJECT: TOWN OF OYSTER BAY OUTDOOR FITNESS AND WELLNESS EVENT

The Department of Parks requests Town Board approval to conduct an Outdoor Fitness and Wellness event, in cooperation with New York Fit Fest Corp, to be held at Theodore Roosevelt Memorial Park in Oyster Bay. The event will be held on Saturday, June 12, 2021, from 9:00am to 2:00pm with a rain date scheduled for Sunday, June 13, 2021. Dates and/or times may change as determined by this department.

Pursuant to Resolution 195-2020 (attached) The Town of Oyster Bay entered into contract (attached) with New York Fit Fest Corp commencing March 10, 2020 through March 9, 2021 with provision that the term of the agreement may be extended at the mutual consent of the parties for a maximum of three (3), one (1) year extensions. Due to New York State Covid-19 restrictions, the first year of the contract between the Town of Oyster Bay and New York Fit Fest Corp (March 10, 2020 – March 9, 2021) was not capable of being fulfilled. The Department of Parks requests Town Board approval to exercise the option to extend the Town's contract with New York Fit Fest for one (1) year, commencing on March 10, 2021 through March 9, 2022.

The event shall be offered to both Town of Oyster Bay residents and non-residents. Registrants shall have the opportunity to participate throughout the day in a series of professionally conducted fitness classes offered for all ages and abilities.

The event registration fees are pursuant to the proposed contract and shall be structured as follows:

- TOB Resident \$50.00
- Non Resident \$65.00
- Seniors 60+ \$20.00
- Students 12-18 \$20.00
- Under 12 Free



- Spectators Free

The Department of Parks requests that the Town Board approval to waive the daily beach fee at Theodore Roosevelt Beach in Oyster Bay for the day of the event or the scheduled rain date. Seasonal beach stickers shall remain available for purchase on site throughout the duration of the event.

The use of DJ and/or audio services may be incorporated into the event. The Department of Parks requests Town Board approval to utilize the services of EKO Productions Inc. per Town Board Resolution No. 608-2020 (attached). The total cost for DJ and /or audio services shall not exceed \$800.00. Funds for the fees shall be paid from account PKS A 7110 47670 000 0000, through the Town General Services, Purchasing Division.

Food and beverage shall be available to the public for purchase. The Department of Parks reserves the right to utilize the current Town concessionaire(s) at Theodore Roosevelt Beach (as of the date of the event) and/or reserves the right to select alternate or additional food and beverage provider(s), as determined by the Commissioner of Parks or his designee pursuant to the Town's procurement policy.

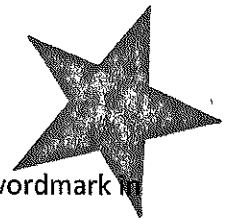
The Commissioner of Parks or his designee may incorporate the use of mobile food concession(s), in place of or in addition to the current Town Food and Beverage concessionaire(s). The Department of Parks requests that the Town Board waive the provisions of Chapter 173 of the Code of the Town of Oyster Bay - Peddlers, provided that all mobile food concession merchants shall be in compliance with the provisions of the New York State Sanitary Code and shall possess any and all necessary insurance, permissions and permits required by the Nassau County Department of Health, said insurance, permissions and permits to be valid and current. Each mobile food concession shall be charged an event fee not to exceed \$500.00. All fees collected food concession fees shall be deposited in the Town of Oyster Bay General Fund Account TWN A 0001 02770 590 0000.

In furtherance of such event, the code of the Town of Oyster Bay, §168-22 Alcoholic Beverages; *No person shall bring beer, ale or any other alcoholic beverage into any park or beach* shall be waived for the event.

The Department of Parks is seeking Town Board approval to accept the addition of sponsors and/or vendors, at a fee to be agreed upon in advance by the Commissioner of Parks or his designee and the New York Fit Fest Corp, to said event.

EVENT SPONSORS

Event Sponsors may include, but are not limited to the logo and/or wordmark in the title of the event and appear as such on all promotional impressions, including but not limited to printings, posters, banners, press releases, media



promotion and/or advertising, mailings and commemorative merchandise. Sponsors shall be entitled to a dedicated area at the event, designated by this department for any promotional displays, advertising and giveaways. Valuation of Sponsorship shall be agreed upon in advance by the Commissioner of Parks or his designee and the New York Fit Fest Corp and shall be determined by their level of participation.

IN-KIND SPONSOR

In-Kind Sponsors shall be included in promotional material and may be entitled to a dedicated area at the event, designated by this department. Valuation of In-Kind Sponsorships shall be agreed upon in advance by the Commissioner of Parks or his designee and the New York Fit Fest Corp and shall be determined by their level of participation.

VENDOR

A Vendor shall be allotted a designated area at the event, designated by this department, and up to two 8ft tables, one 6ft table and one 10ft X 10ft tent to sell product directly to the spectators attending the event. Tables and tent shall be the responsibility of the vendor. Valuation of a Vendor Sponsorship shall be agreed upon in advance by the Commissioner of Parks or his designee and the New York Fit Fest Corp and shall be determined by their level of participation.

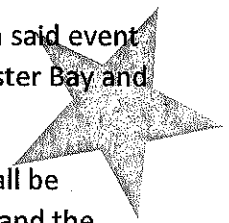
All Sponsors and/or Vendors must be legal, accredited businesses in good standing with the State of New York and will be required to provide documentation of such upon request including but not limited to current certificate of insurance naming the Town of Oyster Bay and the New York Fit Fest Corp as an additional insured.

The Town of Oyster Bay and the Department of Parks reserves the right to refuse any Sponsor and/or Vendor, for any reason that it deems does not properly serve said event and/or the public in attendance.

New York Fit Fest Corp shall render the payment of \$3,500.00, upon reconciliation of said event, to the Town of Oyster Bay as a municipal site location fee which shall include use of the beach facility, parking, set-up and site preparation and any other event and/or program related amenities which shall be determined and agreed upon in advance by New York Fit Fest Corp and by the Commissioner of Parks and/or his designee.

All registration fees (TOB Resident, Non-Resident, Seniors 60+, Students 12-18) from said event shall be shared equally (50/50), upon event reconciliation, between the Town of Oyster Bay and the New York Fit Fest Corp.

All event and program related sponsorship and vendor revenues from said event shall be shared equally (50/50), upon event reconciliation, between the Town of Oyster Bay and the New York Fit Fest Corp. provided those sponsorships were jointly sold by the Town of Oyster



Bay and The New York Fit Fest Corp. All sponsorship revenues and/or fees provided, solicited or retained by the Town of Oyster Bay or New York Fit Fest Corp prior to said event shall be collected and retained respectively by each party.

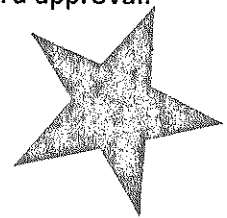
All monies collected or due to the Town of Oyster Bay from said event which shall include, but are not limited to, registration fees, event sponsor fees and vendor fees shall be deposited in the Town of Oyster Bay General Fund Account TWN A 0001 02770 590 0000. Upon internal event reconciliation, 75% of the total monies shall remain in the Town of Oyster Bay General Fund Account TWN A 0001 02770 590 0000 and 25% of total monies received from event shall be transferred to the Town of Oyster Bay Fitness and Wellness Program Trust TWN TA 0000 00085 437 0000, Customer # 71523 to be used to develop and execute future wellness events for the Town of Oyster Bay.


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

In summary the Department of Parks requests Town Board approval for the following items:

- To conduct an outdoor fitness and wellness event in conjunction with New York Fit Fest Corp.
- To exercise the one (1) year option and extend the contract with New York Fit Fest Corp from March 10, 2021 through March 9, 2022.
- To allow for solicitation of sponsors and vendors.

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





Joseph G. Pinto
Commissioner of Parks

JGP: EW

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated February 24, 2020, requested Town Board approval to conduct an Outdoor Fitness and Wellness Event, to be held at Theodore Roosevelt Memorial Park, Oyster Bay on Saturday, June 13, 2020, from 9:00 am to 2:00 pm, with a rain date scheduled for Sunday, June 14, 2020, or as otherwise determined by the Department of Parks, as well as Town Board approval to accept registration fees for said event, along with sponsor fees, vendor fees, exhibitor fees, mobile food concession fees and commemorative merchandise revenue; and

WHEREAS, Commissioner Pinto, by said memorandum, advised that pursuant to the Town of Oyster Bay Procurement Policy, the Department of Parks released a Request for Proposals (RFP) for event production services to be developed and executed with the Town of Oyster Bay Department of Parks for an Outdoor Fitness and Wellness event. The RFP was published on the Town website and sent via e-mail to eleven (11) promotional and/or media groups; and

WHEREAS, the Office of the Town Attorney, by memorandum of Matthew M. Rozea, Esq., Deputy Town Attorney, dated February 27, 2020, advised that in accordance with Guideline 7 of the Town Procurement Policy, the Department of Parks has complied with the Procurement Policy in its effort to obtain three (3) responses to the RFP; and

WHEREAS, Commissioner Pinto, by said memorandum, advised that pursuant to Town Policy, proposers were required to complete a disclosure questionnaire, to be processed through the Town's vendor monitoring system; and

WHEREAS, Commissioner Pinto, by said memorandum, further advised that the Department of Parks received one (1) response, from the New York Fit Fest Corp., and the Department of Parks, following its review, determined that the proposal meets the administrative and operation requirements stated in the RFP; and

WHEREAS, Commissioner Pinto, by said memorandum, recommended that the Town enter into a one (1) year contract with New York Fit Fest Corp. commencing March 10, 2020 through March 9, 2021 with provision that the term of the agreement may be extended at the mutual consent of the parties for a maximum of three (3), one (1) year extensions; and

WHEREAS, Commissioner Pinto, by said memorandum, requested that the event be offered to both Town of Oyster Bay residents and non-residents, and that registrants have the opportunity to participate throughout the day in a series of professionally conducted fitness classes offered for all ages and abilities; and

Reviewed By
Office of Town Attorney

WHEREAS, Commissioner Pinto, by said memorandum, further requested that all event and program related sponsorship and vendor revenues from said event be shared equally (50/50), upon event reconciliation, between the Town of Oyster Bay and New York Fit Fest Corp. provided those sponsorships were jointly sold by the Town of Oyster Bay and The New York Fit Fest Corp., and further, that all sponsorship revenues and/or fees provided, solicited or retained by the Town of Oyster Bay or New York Fit Fest Corp. prior to said event shall be collected and retained respectively by each party; and

WHEREAS, Commissioner Pinto, by said memorandum, further advised that in addition to the above, New York Fit Fest Corp. shall render the payment of \$3,500.00, upon reconciliation of said event, to the Town of Oyster Bay as a municipal site location fee which shall include use of the beach facility, parking, set-up and site preparation and any other event and/or program related amenities which shall be determined and agreed upon in advance by New York Fit Fest Corp. and by the Commissioner of Parks or his designee; and

WHEREAS, Commissioner Pinto, by said memorandum, further requested that all monies collected or due to the Town of Oyster Bay from said event which shall include, but are not limited to, registration fees, event sponsor fees and vendor fees shall be deposited in the Town of Oyster Bay General Fund Account No. TWN A 0001 02770 590 0000. Upon internal event reconciliation, sixty-five percent (65%) of the total monies shall remain in said General Fund Account No. TWN A 0001 02770 590 0000 and the remaining thirty-five percent (35%) of total monies received from event shall be transferred to the Town of Oyster Bay Fitness and Wellness Program Trust TWN TA 0000 00085 437 0000, Customer # 71523 to be used to develop and execute future wellness events for the Town of Oyster Bay; and

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

NOW, THEREFORE, BE IT RESOLVED, That the requests as set forth hereinabove are hereby accepted and approved, and the Department of Parks is hereby authorized to conduct the Town of Oyster Bay Outdoor Fitness and Wellness Event, to be held at Theodore Roosevelt Memorial Park, Oyster Bay on Saturday, June 13, 2020, from 9:00 am to 2:00 pm, with a rain date scheduled for Sunday, June 14, 2020, or as otherwise determined by the Department of Parks, upon the terms as requested by Commissioner Pinto and as set forth hereinabove, and be it further

RESOLVED, the Town is authorized to enter into a one (1) year contract with New York Fit Fest Corp. commencing March 10, 2020 through March 9, 2021 with provision that the term of the agreement may be extended at the mutual consent of the parties for a maximum of three (3), one (1) year extensions, and the Supervisor or his designee is authorized to enter into an Agreement between the Town of Oyster Bay and New York Fit Fest Corp., upon the terms set forth hereinabove, and be it further

EVENT SPONSORS

Event Sponsors may include, but are not limited to the logo and/or wordmark in the title of the event and appear as such on all promotional impressions, including but not limited to printings, posters, banners, press releases, media promotion and/or advertising, mailings and commemorative merchandise. Sponsors shall be entitled to a dedicated area at the event, designated by the Department of Parks for any promotional displays, advertising and giveaways. Valuation of Sponsorship shall be agreed upon in advance by the Commissioner of Parks or his designee and the New York Fit Fest Corp. and shall be determined by their level of participation.

IN-KIND SPONSOR

In-Kind Sponsors shall be included in promotional material and may be entitled to a dedicated area at the event, designated by the Department of Parks. Valuation of In-Kind Sponsorships shall be agreed upon in advance by the Commissioner of Parks or his designee and the New York Fit Fest Corp. and shall be determined by their level of participation.

VENDOR

A Vendor shall be allotted a designated area at the event, designated by this department, and up to two (2) - 8 foot tables, one (1) - 6 foot table and one (1) - 10 foot x 10 foot tent to sell product directly to the spectators attending the event. Tables and tent shall be the responsibility of the vendor. Valuation of a Vendor Sponsorship shall be agreed upon in advance by the Commissioner of Parks or his designee and the New York Fit Fest Corp. and shall be determined by their level of participation.

WHEREAS, Commissioner Pinto, by said memorandum, confirmed that all such sponsors, vendors and exhibitors shall be legal, accredited businesses in good standing with the State of New York and will be required to provide such documentation upon request, including, but not limited to, current certificates of insurance naming the Town of Oyster Bay and the New York Fit Fest Corp. as additional insureds; and

WHEREAS, Commissioner Pinto, by said memorandum, further requested that the Town of Oyster Bay and the Department of Parks reserve the right to refuse any sponsor, vendor and exhibitor, for any reason that it deems does not properly serve said event and/or the public in attendance; and

WHEREAS, Commissioner Pinto, by said memorandum, further requested that all registration fees (resident, non-resident, Seniors 60+, Students 12-18) from said event be shared equally (50/50), upon event reconciliation, between the Town of Oyster Bay and New York Fit Fest Corp.; and

WHEREAS, Commissioner Pinto, by said memorandum, further requested that the event registration fees, pursuant to the proposed contract, be structured as follows:

TOB Resident	\$50.00
Non Resident	\$65.00
Seniors 60+	\$20.00
Students 12-18	\$20.00
Under 12	Free
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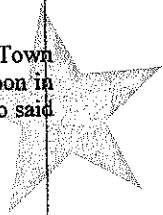
WHEREAS, Commissioner Pinto, by said memorandum, further requested Town Board approval to waive the daily beach fee at Theodore Roosevelt Beach in Oyster Bay for the day of the event or the scheduled rain date, and that seasonal beach stickers remain available for purchase on site throughout the duration of the event; and

WHEREAS, Commissioner Pinto, by said memorandum, further requested that food and beverage be made available to the public for purchase, to be provided by the then-current (as of the date of such event) Town Concessionaire at Theodore Roosevelt Beach or by an alternate food and beverage provider(s), as determined by the Commissioner of the Department of Parks, or his designee and pursuant to the Town's procurement policy; and

WHEREAS, Commissioner Pinto, by said memorandum, further requested authorization to incorporate the use of mobile food concession(s), in lieu of the then-current Town Food and Beverage Concessionaire(s), and requested a waiver of the provisions of Chapter 173 of the Code of the Town of Oyster Bay - Peddlers, provided that all mobile food concession merchants shall be in compliance with the provisions of the New York State Sanitary Code and shall possess any and all necessary, valid and current, insurance, permissions and permits required by the Nassau County Department of Health, and also requested authorization to charge each such participating mobile food concessions a fee not to exceed \$500.00 per event, with all such fees to be deposited in Town of Oyster Bay General Fund Account No. TWN A 0001 02770 590 0000; and

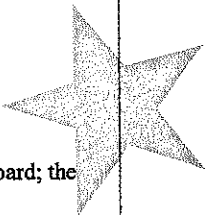
WHEREAS, Commissioner Pinto, by said memorandum, further requested that in furtherance of such event, the Code of the Town of Oyster Bay, Section 168-22 Alcoholic Beverages: *No person shall bring beer, ale or any other alcoholic beverage into any park or beach*, be waived for the event; and

WHEREAS, Commissioner Pinto, by said memorandum, further requested Town Board approval to accept the addition of sponsors and/or vendors, at a fee to be agreed upon in advance by the Commissioner of Parks or his designee and the New York Fit Fest Corp., to said event, at the following levels:



RESOLVED, that the fees and revenues collected from this event be shared between the Town of Oyster Bay and New York Fit Fest Corp. in the respective percentages as set forth hereinabove and the fees and revenues given to the Town of Oyster Bay be deposited in the said respective accounts as hereinabove set forth.

#



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

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

195-70

AGREEMENT

OUTDOOR FITNESS AND WELLNESS EVENT

DATED: ~~March 22~~ ^{December} 2020

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

NEW YORK FIT FEST CORP., having its principal place of business at 264 Lagoon Drive West, Lido Beach, New York 11561, and hereinafter referred to as the "VENDOR."

WITNESSETH

WHEREAS, it is the general intent and purpose of this Agreement to retain the services of the VENDOR in connection with VENDOR's expertise and experience in developing and implementing outdoor fitness and wellness-based events; and

WHEREAS, in recognition of the Town's need for the VENDOR's services, the TOWN procured the professional services of VENDOR, pursuant to Town Board Resolution 195 -2020,

NOW, THEREFORE, in consideration of the promises and representations contained herein, it is mutually agreed by and between the parties hereto as follows:

STATEMENT OF WORK AND PARTIES' OBLIGATIONS

1. VENDOR agrees to perform to the TOWN's satisfaction the services set forth in the below detailed Statement of Services, with the standard and level of care and skill customarily provided in the VENDOR's industry for performance of such services, and VENDOR further agrees to devote such amount of time as may be reasonably necessary to complete such services and tasks.

STATEMENT OF SERVICES
Develop a comprehensive plan for an outdoor fitness and wellness-based event including, but not limited to, all forms of exercise and fitness-based classes and demonstrations.
Provide a wide range of exercise programs, demonstrations and lectures to accommodate adults, children, and seniors, including disabled individuals. Such programs, and all promotional and marketing efforts, including online, shall be co-branded between New York Fit Fest Corp. and the Town of Oyster Bay.
Create promotional and advertising plans for the event through all forms of media in coordination with the Town of Oyster Bay.
Create a schedule and timeline for event promotion, programs, and attractions.
Develop and recommend event sponsor, vendor and exhibitor packaging with pricing structure. Vendor's recommendations as to sponsors, vendors, and exhibitors shall be subject to final approval by the Town.
Recommend a pricing and fee structure for various levels of event participation by Town of Oyster Bay and/or non-Town of Oyster Bay residents.

2. VENDOR agrees to provide its services on a timely basis without unreasonable or unnecessary delay. In the event that the VENDOR anticipates a delay in the delivery of its services, the VENDOR shall notify the TOWN of any such anticipated delays. It is further expressly understood by the parties that the execution of this Agreement in no way guarantees any minimum number of hours to be assigned to the VENDOR or to any of VENDOR's employees.

3. In the event that the TOWN deems any aspect of VENDOR's work or deliverables to be unsatisfactory, the TOWN shall report such fact to VENDOR within thirty (30) days of the TOWN's receipt of the unsatisfactory work or deliverable. VENDOR expressly agrees to respond with qualified personnel to any work or deliverable that is within fifteen (15) business days from receipt of the TOWN's notice, and will provide a revised deliverable at no additional charge to the TOWN. Should that revised deliverable be deemed unsatisfactory by the TOWN, the parties will

confer in person or by teleconference to discuss the specific shortcomings of the Deliverable and VENDOR shall correct such shortcomings at no additional charge to the TOWN.

4. To facilitate the VENDOR's work, the TOWN agrees to provide, on a timely basis, all relevant documentation, information and access to appropriate people and organizations in order for VENDOR to obtain the current and future plans associated with the TOWN's wellness and fitness programming.

CONFIDENTIAL AND PROPRIETARY INFORMATION

5. In connection with this Agreement each party (as the "Disclosing Party") may disclose or make available Confidential Information to the other party (as the "Receiving Party"). "Confidential Information" means information in any form or medium (whether oral, written, electronic or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated or otherwise identified as "confidential".

6. Confidential Information does not include information that: (a) the Receiving Party can demonstrate by written or other documentary records was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or

other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

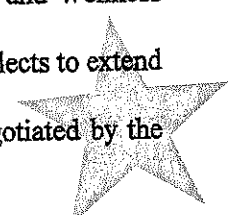
7. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall, for a period of three (3) years from the date of disclosure (or indefinitely in the case of Disclosing Party's trade secrets):

- a. not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;
- b. except as may be permitted by and subject to its compliance with Paragraph 6, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Agreement; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in herein;
- c. safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care; and
- d. ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Agreement.

8. If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under this Agreement; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Agreement, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose and, on the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

PAYMENTS

9. In connection with the 2020 Outdoor Fitness and Wellness event, the VENDOR agrees to pay the TOWN a site location fee of \$3,500.00. Such payment shall be due to the TOWN within thirty (30) days of the VENDOR's final reconciliation of all receipts and expenditures. The TOWN and the VENDOR further agree that all registration fees, as well as event and program related sponsorship and vendor revenues that were jointly sold by the parties, shall be divided equally between the TOWN and the VENDOR. Any sponsorship revenues and/or fees provided, solicited, or retained by the TOWN or the VENDOR prior to the Outdoor Fitness and Wellness event shall be retained by such collecting party. In the event that the Town Board elects to extend this Agreement, as provided in Paragraph 17, the site location fee may be re-negotiated by the parties, but shall not, in any event, be less than \$3,500.00.



TRANSFER OR ASSIGNMENT

10. The VENDOR may not assign, or otherwise transfer, all or any part of its interest in this Agreement or otherwise cause a change in control in the VENDOR's ownership without the prior written consent of the TOWN BOARD, which consent shall not be unreasonably withheld. The term "assign" shall mean the transfer or setting over of a right or interest. The term "change in control" shall mean any change in ownership equal to the percentage of votes or membership interests required to exercise decision-making authority.

11. In the event that the TOWN BOARD consents to the assignment or transfer of this Agreement or the change in control in the VENDOR's ownership, the assignee, transferee, or new owner shall provide and render services in a fashion substantially similar to the VENDOR's operation and in strict conformance with the terms, conditions and requirements of this Agreement. The assignee, transferee, or new owner shall be liable for any obligation owed to the TOWN by the VENDOR.

INSURANCE AND WORKERS' COMPENSATION

12. The VENDOR agrees to obtain, at its expense, from an insurance company authorized to do business in the State of New York, and to keep in force during the term of this Agreement, a policy of comprehensive general liability on which the VENDOR and the TOWN are each named insured, including, but not limited to, for the torts and negligence of the VENDOR's personnel, with a combined single limit of \$2,000,000 per occurrence for bodily injury and property damage and a Professional Liability policy in an amount not less than \$1,000,000.00 insuring the VENDOR against, among other things, the VENDOR's errors and omissions. On or before the commencement date of this Agreement, the VENDOR shall provide

the Town Attorney with a certificate and copy of the policy evidencing its procurement of the insurance required under this Paragraph.

13. The VENDOR shall comply with all provisions of New York State Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage, if such coverage is required under the law.

14. All insurance coverage required under this Agreement shall be subject to the approval of the Town Attorney.

15. All policies shall be issued in the name of the VENDOR, and the TOWN shall be listed as a named insured. The insurance policies required by this Paragraph shall not be canceled without thirty (30) days prior written notice to the TOWN. If the VENDOR fails to maintain such insurance policies and to obtain such policies and furnish certificates evidencing such coverage within thirty (30) days of the receipt of notice by the TOWN regarding this deficiency, the TOWN shall have the right to terminate this Agreement.

16. The VENDOR agrees to indemnify, defend and hold the TOWN harmless for and against any personal injury, wrongful death or property damage which occurs during any lapse in insurance coverage or as a result of any failure by the VENDOR to abide by any notice or other term or provision of the policy. The indemnity and hold harmless provisions of this Paragraph shall survive and be of full force and effect notwithstanding any lapse in the insurance coverage required under this Paragraph.

TERM

17. The term of this Agreement shall be for the period beginning on March 10, 2020 through and including March 9, 2021, with three (3) one-year extensions at the Town's sole option.

No such extension shall be effective unless such extension is authorized by the Town Board of the Town of Oyster Bay by a duly adopted Town Board resolution.

INDEMNIFICATION

18. The VENDOR hereby agrees to defend, indemnify and hold harmless the TOWN and its agents, representatives, successors and assigns (the "Indemnified Parties") from any and all demands, claims, actions, causes of action, proceedings, liabilities, fines, penalties, damages, losses, judgments and expenses, (including, without limitation, reasonable attorney's fees) of whatsoever kind and nature, imposed upon, incurred by, or asserted against any of the Indemnified Parties directly or indirectly arising out of or resulting from: (i) the VENDOR's performance under this agreement and/or (ii) the VENDOR's failure to comply with or perform any of the terms, covenants or conditions of this Agreement.

MODIFICATION

19. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof. This Agreement may be modified only by a writing duly executed by the TOWN and the VENDOR, and no modification of this Agreement shall be effective until the modification has been agreed to in writing and duly executed by the Town Supervisor or his duly designated representative after approval by the TOWN BOARD.

INDEPENDENT CONTRACTOR

20. The VENDOR agrees that it is, and shall at all times be deemed to be, an independent contractor, and it shall not, in any manner whatsoever, by its actions or deeds, commit the TOWN to any obligation irrespective of the nature thereof, and it shall not, at any time or for any purpose, be deemed an employee of the TOWN. It is further understood and agreed that no

agent, servant, or employee of the VENDOR shall, at any time or under any circumstances, be deemed to be an agent, servant, or employee of the TOWN.

TERMINATION OF AGREEMENT

21. The TOWN has the right to terminate this Agreement for either cause or at will. A termination at will may be for any reason or no reason at the sole election of the TOWN.

22. The TOWN shall be permitted to terminate for cause if any one of the following events ("Events of Default") occurs:

- (a) The DEPARTMENT reasonably determines that the VENDOR has failed to fulfill any of its material obligations with sufficient diligence to ensure proper services within the term of this Agreement, including any authorized extension;
- (b) The VENDOR fails to maintain the insurance policies described in Paragraphs 12 and 13, or fails to furnish certificates and endorsement pages evidencing such policies within thirty (30) days of the receipt of notice from the TOWN sent in accordance with Paragraph 23.
- (c) The VENDOR does not comply with all laws, ordinances, rules, or provisions governing this Agreement, or is otherwise in violation of any provisions of this Agreement;
- (d) The VENDOR engages in any illegal conduct or otherwise violates any law, rule, regulation, or judicial order applicable to the VENDOR, this Agreement, or the VENDOR's delivery of services;
- (e) The VENDOR assigns, or otherwise transfers, all or any of its interest in this Agreement, or otherwise causes a change in control in the VENDOR's

ownership, without the prior written consent of the TOWN as described in Paragraphs 10 and 11;

(f) The VENDOR is in material default of any of the terms and conditions of this Agreement; or

(g) Distributes electronically stored information to third-parties without having first received authorization as provided in Paragraph 8.

Upon the occurrence of any of these Events of Default, the TOWN, without prejudice or waiver of any of its rights or interests under this Agreement, shall give the VENDOR written notice of the Event of Default. The VENDOR shall have ten (10) days from the date of such notice to cure the Event of Default except if such default is not otherwise susceptible to cure within ten (10) days so long as the VENDOR commences to cure the default within ten (10) days and thereafter diligently pursues the same to completion within a reasonable period of time (the "Cure Period"). If the VENDOR fails to cure the Event of Default within the Cure Period, the TOWN shall have the right to declare the VENDOR in default and to terminate this Agreement and assume possession and control of all materials, equipment, and operations under this Agreement. Under no circumstances shall the VENDOR have any claim for recovery of any of the materials, equipment, and operations that may be assumed by the TOWN. The VENDOR shall not be entitled an opportunity to cure any unauthorized disclosure of electronically stored information.

NOTICES

23. Any notices hereunder shall be in writing and shall be given upon delivery by: (i) hand delivery, (ii) delivery by a reputable, recognized national overnight courier service, or (iii) the United States Postal Service when sent by Priority Mail Express, in each instance, addressed

to each party at its address set forth above. Any such notice, request or other communication shall be considered given or delivered, as the case may be, on the date of delivery or the date that delivery is refused as evidenced by the records of the courier or delivery service or the United States Postal Service, as applicable. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request or other communication. By giving at least five (5) business days prior notice thereof, any party may from time to time at any time change its mailing address hereunder.

If to the VENDOR:

New York Fit Fest Corp.
Ms. Ingrid Dodd
264 Lagoon Drive West, Lido Beach, New York 11561

If to the TOWN:

Town of Oyster Bay, Department of Parks
977 Hicksville Road
Massapequa, New York 11758
Phone: (516) 797-4142

With a copy to:

Office of the Town Attorney
54 Audrey Avenue
Oyster Bay, New York 11771
Phone: (516) 624-6150

-and-

Office of the Town Clerk
54 Audrey Avenue
Oyster Bay, New York 11771
Phone: (516) 624-6333

MISCELLANEOUS

24. This Agreement is the complete and exclusive agreement between the parties, notwithstanding any representations or statements to the contrary heretofore made.

Notwithstanding the foregoing, to the extent not included herein, all promises, representations, warranties, and covenants contained in VENDOR's response to the TOWN's Request for Proposal shall be deemed to be included herein.

25. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any dispute arising hereunder shall be commenced and tried in the Supreme Court of the State of New York, County of Nassau.

26. This Agreement is subject to the reasonable rules and regulation set by the TOWN as may be amended from time to time.

27. If any term or provision of this Agreement or the application thereof to any party or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

28. Wherever herein the singular number is used, the same shall include the plural and the masculine gender shall include the feminine gender.

29. The terms, covenants and conditions herein contained shall be binding only upon and inure to the benefit of the respective parties and their authorized successors and assigns, if any.

30. The article, section and margin headings herein are intended solely for the convenience of any individual in locating subject matter, and such headings are not to be used in determining the intent of the parties to this Agreement, the interpretation of this Agreement, or for any other substantive purpose other than as set forth in this Paragraph.

31. This Agreement contains the entire understanding and agreement by and between the parties, and all prior and contemporaneous understandings, agreements and negotiations are

herein merged. This Agreement shall not be modified or terminated (except as expressly provided in this Agreement), nor shall any provision waived except by a writing that is signed by the VENDOR and the TOWN.

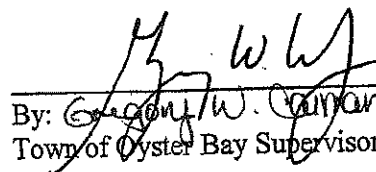
32. This Agreement shall be subject to and conditioned upon, and shall not be binding on the TOWN until, the approval and authorization of the TOWN BOARD. This Agreement shall be executed on behalf of the TOWN by the Town of Oyster Bay Supervisor, or his designee, only after having received approval and authorization to so execute from the TOWN BOARD.

33. Each and every provision of law required to be inserted in this Agreement shall be and is inserted herein. Every such provision is to be deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this Agreement shall, forthwith upon the application of either party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party hereunder.

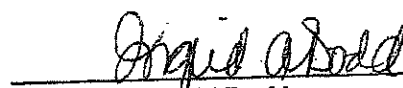

34. The execution of this Agreement by the Town has been authorized by Town Board Resolution No. 195-2020, adopted by the Town Board on March 10, 2020.

IN WITNESS WHEREOF, VENDOR and TOWN have respectively executed and delivered this Agreement as of the date first written above.


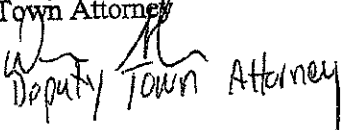
TOWN OF OYSTER BAY

By:  Deputy Supervisor
Town of Oyster Bay Supervisor/Designee

NEW YORK FIT FEST CORP.

By: 
Title: President NY Fit Fest 

APPROVED AS TO FORM:

Deputy 
Town Attorney

Deputy Town Attorney

ACKNOWLEDGEMENTS
OUTDOOR FITNESS AND WELLNESS EVENT AGREEMENT

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

On the 22 day of December in the year 2020 before me personally came Gregory W. Burman, Jr. to me personally known, who, being by me duly sworn, did depose and say that he has a principal place of business in Oyster Bay, New York; that he is Deputy Town Supervisor of the TOWN OF OYSTER BAY, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to authorization of the Town Board of the Town of Oyster Bay.

Erin Smith-Kelly
NOTARY PUBLIC

ERIN SMITH-KELLY
Notary Public, State of New York
No. 01SM4777920
Qualified in Nassau County
Commission Expires September 30, 2022

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

On the 5th day of NOVEMBER, in the year 2020 before me personally came INGRIDA A. DODD to me personally known, who, being by me duly sworn, did depose and say that he is the PRESIDENT of NEW YORK FIT FEST CORP., the corporation described herein and which executed the above instrument and that he signed his name pursuant to the authority as the PRESIDENT of NEW YORK FIT FEST CORP.

Deirdre A. Giannoccora
NOTARY PUBLIC

DEIRDRE A. GIANNOCCORA
Notary Public, State of New York
No. 01GI6042406
Qualified in Nassau County
Commission Expires May 22, 2022

WHEREAS, Maureen Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated October 22, 2020, requested that the Town Board amend Resolution No. 695-2019, adopted on November 19, 2019, authorizing EKO Productions, Inc., to provide videotaping and editing services for the Department of Community and Youth Services, and also authorized the purchase of DVDs of said tapings for the period covering January 1, 2020 through December 31, 2020, for an amount not to exceed \$3,100.00. The Department of Community and Youth Services is seeking authorization to increase the amount not to exceed to \$5,000.00,

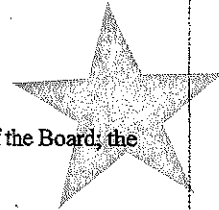
NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and Resolution No. 695-2019 is hereby amended to increase the amount authorized to be spent for the purchase of DVDs not to exceed \$5,000.00. Funds for the increase are available in Account No. CYS 7020 47660 000 0000, Special Events; and be it further

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

#

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

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



Reviewed By
Office of Town Attorney

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated February 12, 2021, requested that the Town Board authorize the Department of Parks to conduct a renaming ceremony and dedication of Town of Oyster Bay Parklet B-4, located on Crestline Avenue, Bethpage, on Sunday, April 18, 2021, from 11:00 a.m. to 2:00 p.m., in honor of fallen Firefighter William N. Tolley, who gave his life in the line of duty, on April 20, 2017; and

WHEREAS, Commissioner Pinto, by said memorandum, further requested that the Town Board authorize the Department to accept a donation of playground equipment from the Fires and Drums Foundation, Inc., One Pauline Drive Farmingdale, New York 11735-5422, a 501(c)(3) tax-exempt, non-profit organization; and

WHEREAS, Commissioner Pinto, by said memorandum, further requested that pursuant to Resolution No. 608-2020, adopted on November 17, 2020, the Town Board authorize the Department to utilize EKO Productions, Inc., 360-C Commack Road Deer Park, New York 11729, to provide audio services for the renaming ceremony and dedication,

NOW, THEREFORE, BE IT RESOLVED, that the requests as hereinabove set forth are approved and the Department of Parks is hereby authorized to conduct a renaming ceremony and dedication of Town of Oyster Bay Parklet B-4, located on Crestline Avenue, Bethpage, on Sunday, April 18, 2021, from 11:00 a.m. to 2:00 p.m., in honor of fallen Firefighter William N. Tolley, subject to the following conditions:

- 1) The dates and/or times for the renaming ceremony and dedication shall be subject to change at the discretion of the Commissioner of the Department of Parks or his duly authorized designee;
- 2) The value of the playground equipment donated by the Fires and Drums Foundation, Inc., to the Town of Oyster Bay, shall not exceed the sum of \$30,000.00;
- 3) The playground equipment shall comply with all safety codes;
- 4) The playground equipment and its placement; must be pre-approved by the Commissioner of Parks;
- 5) The Fires and Drums Foundation, Inc., shall designate an accredited playground company to install the playground equipment; which installer must be pre-approved by the Commissioner, Department of Parks;
- 6) The Department of Parks may utilize EKO Productions, Inc. to provide audio services for the renaming ceremony and dedication;

- 7) The costs for audio services, and any other or further event expenses that the Commissioner of the Department of Parks, or his duly authorized designee, deems appropriate, shall not exceed the total amount of \$2,000.00; and be it further

RESOLVED, that the funds for said payment shall be drawn from Account No. PKS A 7110 47670 000 0000; and be it further

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

-#-

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

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

TOWN OF OYSTER BAY

Inter-Department Memo

TO: MEMORANDUM DOCKET

FROM: JOSEPH G. PINTO, COMMISSIONER OF PARKS

DATE: FEBRUARY 12, 2021

SUBJECT: WILLIAM N. TOLLEY PARKLET DEDICATION

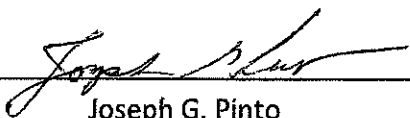
The Department of Parks requests Town Board approval to conduct a renaming ceremony and parklet dedication of Town of Oyster Bay Parklet (B4) on Crestline Avenue in Bethpage in honor of fallen firefighter William N. Tolley, who gave his life in the line of duty. The ceremony will take place on Sunday, April 18, 2021, from 11am – 2pm. Dates and/or times may change as determined by this Department.

The Department of Parks further requests Town Board approval to accept a donation of playground equipment, with a value not to exceed \$10,000.00, from the Fires and Drums Foundation (501c3) to be installed at said parklet. Playground equipment shall comply with all safety codes and be installed by an accredited playground company to be designated by the Fires and Drums Foundation. The equipment and its placement shall be pre-approved by the Commissioner of Parks.

Audio services may be incorporated into the event. The Department of Parks requests Town Board approval to utilize the services of EKO Productions Incorporated, Town Board Resolution No. 608-2020 (attached)

Cost for the audio services and any further event expenses, pursuant to the Town's Procurement Policy, not listed here but deemed appropriate by the Commissioner of Parks or his designee shall not exceed the total amount of \$2,000.00 and are to be paid from account PKS A 7110 47670 000 0000.

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



Joseph G. Pinto
Commissioner of Parks

JGP; EW

WHEREAS, Maureen Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated October 22, 2020, requested that the Town Board amend Resolution No. 695-2019, adopted on November 19, 2019, authorizing EKO Productions, Inc., to provide videotaping and editing services for the Department of Community and Youth Services, and also authorized the purchase of DVDs of said tapings for the period covering January 1, 2020 through December 31, 2020, for an amount not to exceed \$3,100.00. The Department of Community and Youth Services is seeking authorization to increase the amount not to exceed to \$5,000.00,

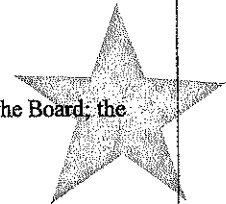
NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and Resolution No. 695-2019 is hereby amended to increase the amount authorized to be spent for the purchase of DVDs not to exceed \$5,000.00. Funds for the increase are available in Account No. CYS 7020 47660 000 0000, Special Events; and be it further

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

-#-

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

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



Reviewed By
Office of Town Attorney

WHEREAS, New York Naval Militia, by letter dated February 2, 2021, from D. K. McKnight, Commander, requested permission to dock its 34 foot patrol vessel, PB301, at the boat ramp at John J. Burns Park, Massapequa, for the 2021 boating season in support of the New York State Military Emergency Boat Service; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated February 11, 2021, requested and recommended Town Board authorization to allow the New York Naval Militia to dock its 34 foot patrol vessel, PB301, at the John J. Burns Park boat ramp for the 2021 boating season without fee,

NOW, THEREFORE, BE IT RESOLVED, That the requests and recommendation as hereinabove set forth are hereby granted, and the Department of Parks is hereby authorized to allow the New York Naval Militia to dock its 34 foot patrol vessel, PB301, at the boat ramp at John J. Burns Park, Massapequa, for the 2021 boating season without fee, subject to the following conditions:

1. The use of all Town property shall be in conformance with the direction of the Commissioner of the Department of Parks, or his duly designated representative;
2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of Town property, and in the conduct of the aforescribed activity; and
3. The said organization shall file with the Town evidence of self-retention status for liability purposes.

#

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

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

Reviewed By
Office of Town Attorney
M. J. J. J.

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

TO: MEMORANDUM DOCKET

FROM: JOSEPH G. PINTO, COMMISSIONER OF PARKS

DATE: FEBRUARY 11, 2021

SUBJECT: NEW YORK NAVAL MILITIA PATROL VESSEL AT JOHN J. BURNS PARK

The Department of Parks respectfully requests Town Board authorization for the New York Naval Militia to dock their 34 foot patrol vessel, PB301, NY3092FR at John J. Burns Park, dockside, for the 2021 boating season, with no fee. The 2021 season begins April 14, 2021 and ends November 12, 2021.

This request, on behalf of the New York Naval Militia, is for their vessel only.

Therefore, this department recommends approval of this request for the 2021 boating season as the New York Naval Militia patrols our waterways within the Town of Oyster Bay.



JOSEPH G. PINTO, COMMISSIONER
PARKS DEPARTMENT

JGP/km
Att.



STATE OF NEW YORK
DIVISION OF MILITARY AND NAVAL AFFAIRS

NEW YORK NAVAL MILITIA

330 OLD NISKAYUNA ROAD, LATHAM, NEW YORK 12110

3500

2 February 2021

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

Subject: Support for New York State Naval Militia Vessel

Dear Commissioner Pinto:

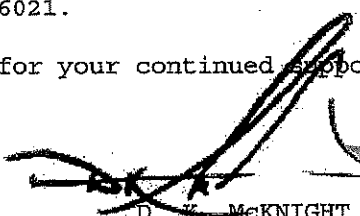
Over the course of recent boating seasons, the Town of Oyster Bay has graciously supported the New York State Military Emergency Boat Service by hosting one of our vessels at the John J. Burns Park, in Massapequa Park.

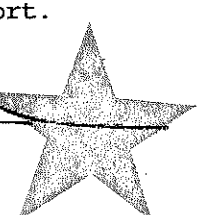
We request the use of the Town of Oyster Bay, John J. Burns Park facility to dock one 34-foot (total length) patrol vessel (PB 301) in the same manner as we have in past years. We do not anticipate including a truck/boat trailer as part of this request. This request is for the boat only. The duration of the request is for the 2021 boating season, April through November.

The State of New York is self-insured. A statement attesting to that fact is attached to this letter.

Any questions regarding this matter may be directed to Naval Militia headquarters, at (518) 786-6021.

Thank you in advance for your continued support.


D. E. McKNIGHT
CDR NYNM
By direction



Encl:
Statement of self-insurance
Boat Registration for PB 301

PLEASE CHECK YOUR REGISTRATION

- Is all the information on your boat registration document correct?
- Are the name, address, and zip code correct?
- If there are any errors, please notify any Motor Vehicles office immediately.

NEW YORK STATE BOAT REGISTRATION

NY3092FR
2006 CATAM DRINDA601C606
ALUM OUT GOVERNMENT 11.2019
030 GAS KAF UTD744 20166706
NONTRANSFERABLE EXPIRES
NYS DIVISION OF 03/31/22
MILITARY NAVAL AFFRS
330 OLD NISKAYUNA RD
LATHAM NY 12110

FOR FURTHER INFO
SEE BACK OF CARD
NY-58776 (12/15)

0:00

HERE IS YOUR WATER-REPELLENT BOAT REGISTRATION

Please separate the registration document
from the rest of this card.

NYS DIVISION OF
MILITARY NAVAL AFFRS
330 OLD NISKAYUNA RD
LATHAM NY 12110





Military and Naval Affairs

ANDREW M. CUOMO
Governor
Commander-in-Chief

RAYMOND F. SHIELDS, JR.
Major General
The Adjutant General

July 30, 2019

Legal Affairs Directorate
(518) 786-4543

MEMORANDUM

**SUBJECT: Statement of Self-retention Status of New York State for Liability
Purposes**

The general liability exposures of the State of New York, as well as those of its agencies, are "self-retained," meaning that, unlike "self-insurance" based on a state insurance fund, the State of New York pays settlements and judgments handed down by courts of competent jurisdiction from an annual appropriation funded by State tax revenues. Suits against the State of New York and its agencies and employees for bodily injury and property damage are brought in the New York State Court of Claims. The Division of Military and Naval Affairs, the agency of the New York State Executive Department of which the Naval Militia is a part, is a New York State agency and is self-retained against risk of loss and disability.

Questions regarding this memorandum may be referred to Counsel, New York State Division of Military and Naval Affairs, at (518) 786-4543.

WHEREAS, by Resolution No. 809-2019, adopted on December 10, 2019, the Town Board authorized Nassau Suffolk Engineering & Architecture, PLLC to provide the Town of Oyster Bay with technical services pursuant to Contract No. PWC09-20, On-Call Engineering Services relative to site development for a term of two years, commencing on January 1, 2020 through December 31, 2021; and

WHEREAS, Stephen P. Ferretti, Director of Operations, Nassau Suffolk Engineering & Architecture, PLLC, by letter dated January 21, 2021, described the scope of work to be performed under Contract No. PWC09-20 regarding damage assessment and restoration, and inspection services at various locations throughout the Town of Oyster Bay due to Tropical Storm Isaias, in an amount not to exceed \$180,692.17;

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated February 5, 2021 requested that the Town Board authorize Nassau Suffolk Engineering & Architecture, PLLC to perform the aforesaid services relative to Contract No. PWC09-20; and

WHEREAS, Commissioner Lenz, by said memorandum, further requested that the Town Board authorize and direct the Town Comptroller to issue an encumbrance order, in an amount not to exceed \$180,692.17, 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; and

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

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, and Nassau Suffolk Engineering & Architecture, PLLC is authorized to provide the aforementioned technical services relative to On-Call Engineering Services relative to site development in connection with Contract No. PWC09-20, and it is further

RESOLVED, that the Comptroller is authorized to issue an encumbrance order, in an amount not to exceed \$180,692.17, to satisfy said engineering costs, with funds to be drawn from Account No. HWY H5197 20000 000 2003 008.

-#-

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

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

7ms
Reviewed By
Office of Town Attorney

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

February 5, 2021

TO : MEMORANDUM DOCKET

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

SUBJECT : ON-CALL CONSULTANT SERVICE REQUEST
CONTRACT NO. PWC09-20
SITE DEVELOPMENT
ACCOUNT NO.: HWY H5197 20000 000 2003 008
PROJECT ID NO. 2003HWYDB-08

The consultant, Nassau Suffolk Engineering & Architecture, PLLC has been approved by the Commissioner of Public Works to provide technical services under On-Call Contract No. PWC09-20 by Resolution No. 809-2019 for the subject project. Funds have been made available by the Director of Finance.

Attached is a letter dated January 21, 2021 from Nassau Suffolk Engineering & Architecture, PLLC, regarding the scope of work to be performed in an amount not to exceed \$180,692.17. Services to be provided include damage assessment and restoration inspection services for various locations throughout the Town of Oyster Bay due to Tropical Storm Isaias.

Attached is an availability of funds in the amount of \$180,692.17 to satisfy said engineering costs from the Office of the Director of Finance indicating that funds are available in Account No. HWY H5197 20000 000 2003 008.

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

It is hereby requested that the Town Board authorize, by Resolution Nassau Suffolk Engineering & Architecture, PLLC under Contract No. PWC09-20, On-Call Technical Assistance Relative to Site Development and requests that the Comptroller be directed to issue an encumbrance order for this purpose.


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



RWL/JCT/MR/BK/IK

Attachment

cc: Steven C. Ballas, Comptroller
Colin Bell, Office of the Executive
John Bishop, Deputy Commissioner/Highway

PWC09-20 Docket 180692 NassSuffolk



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



Requesting Division/Department

Highway

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

Contract Number PWC09-20

Contract Period January 1, 2020 through December 31, 2021

Consultant/Contractor Nassau Suffolk Engineering & Architecture, PLLC

Discipline Site Development

Total Authorization \$ 404,292.17

Resolution No. 809-2019 Date 12/10/2019

Funded To Date \$ 223,600

Amount Requested \$180,692.17

Account To Be Used Hwy 1 H5197200000002003008 2003HWYDB-08

If Capital Account, State The Related Contract Number:

Description Of Work

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

Funds are required for damage assessment and restoration inspection services

for various locations throughout the Town of Oyster Bay due to Tropical Storm Isaias

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

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

Required Insurances Are In Effect: Yes ☒ No ☐

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

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

Amount of Bond \$

Requesting Division/Department

Signature

Title DEPUTY COMMISSIONER
Department of Highways

Date 2-5-21

DPW Approval

Only To Be Executed By The Commissioner

Signature

Title Commissioner of Public Works

Date 2-5-21

THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

Amount Requested 180,692.17

Unencumbered Balance 1,512,547.96

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

Yes ☒ No ☐

Signature

Date 2/9/21



TOWN OF OYSTER BAY

WORK ORDER



This Section To Be Completed By The Department Of Public Works

Work Order No. _____

E.O. No. _____

Contract Start 1/1/2020

Contract No. PWC09-20

Contract End 12/31/2021

Commencement Date _____

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

Vendor Name and Address

Nassau Suffolk Engineering & Architecture, PLLC

801 Motor Parkway, Suite 103

Hauppauge, NY 11788

Requesting Town Department _____ Highway _____

Contact Brian Kunzig Phone 677-5741

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

Funds are required for damage assessment and restoration inspection services

for various locations throughout the Town of Oyster Bay due to Tropical Storm Isaias.

This work order shall not exceed \$ 180,692.17

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

Requesting Division/Department

Signature 

Title DEPUTY COMMISSIONER
Department of Highway

Date 2-5-21

Department Of Public Works Approval

Only To Be Executed By The Commissioner

Signature 

Commissioner of Public Works

Date 2-5-21



NASSAU SUFFOLK
ENGINEERING &
ARCHITECTURE, PLLC

January 21, 2021

Via Email and Hand Deliver

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

Re: On-Call Engineering Services in connection with
Contract PWC09-20 Site Development
NSEA No.: N40:2001

Dear Commissioner Lenz:

Nassau Suffolk Engineering & Architecture, PLLC ("NSEA") requests an additional authorization for professional services associated with the assessment, documentation and repair oversight of damage to Town of Oyster Bay facilities resulting from *Tropical Storm Isaias*.

Since our original authorization, there have been 129 additional sites added, as well as weather issues which slowed down the contractor progress and delayed restoration until warmer weather in 2021.

NSEA estimates that its fees for this second phase of the project to be \$180,692.17.

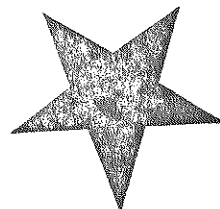
Please call me with any questions or comments.

Very truly yours,

NASSAU SUFFOLK ENGINEERING & ARCHITECTURE, PLLC

Stephen P. Ferretti
Director of Operations

cc: Michael W. Spinelli, AIA, President



801 Motor Parkway, Suite 103, Hauppauge, New York 11788
T: 631.574.4870 | F: 631.574.4871 | www.nassausuffolkea.com

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated November 22, 2019, advised that the Department of Public Works issued a Request for Proposal to firms seeking to provide On-Call Engineering Services to the Town in connection with Site Development, resulting in the receipt of thirteen (13) submissions; and

WHEREAS, Commissioner Lenz has, after review and analysis of the submissions based upon the technical merits of the responses, in compliance with the Town's Procurement Policy, requested and recommended that Cameron Engineering & Associates, LLP, D&B Engineers & Architects, P.C., de Bruin Engineering, P.C., LLC, H2M Engineers, Architects, Land Surveying & Landscape Architecture, D.P.C., John A. Grillo Architect, P.C., N&P Engineering, Architecture and Land Surveying, PLLC, and Nassau Suffolk Engineering & Architecture, PLLC be authorized to perform On-Call Engineering Services in connection with Contract No. PWC09-20, Site Development, for a two (2) year term, commencing on January 1, 2020 through December 31, 2021,

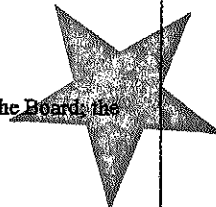
NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation as hereinabove set forth are hereby accepted and approved and Cameron Engineering & Associates, LLP, D&B Engineers & Architects, P.C., de Bruin Engineering, P.C., LLC, H2M Engineers, Architects, Land Surveying & Landscape Architecture, D.P.C., John A. Grillo Architect, P.C., N&P Engineering, Architecture and Land Surveying, PLLC, and Nassau Suffolk Engineering & Architecture, PLLC are hereby authorized and directed to provide On-Call Engineering Services in connection with Contract No. PWC09-20, Site Development, for a two (2) year term, commencing on January 1, 2020 through December 31, 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
Councilman Muscarella	Aye
Councilman Macagnone	Aye
Councilwoman Johnson	Recused
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye

WRS
Reviewed By
Office of Town Attorney
Michael J. W.



WHEREAS, Justin McCaffrey, Commissioner, Department of Public Safety, by memorandum dated February 11, 2021, advised that the Federal Emergency Management Agency ("FEMA") announced Disaster Mitigation Assistance grant funding; and

WHEREAS, in order to be eligible for the grant funding, the Town must comply with the Disaster Mitigation Act of 2000, which requires local municipalities to be covered under a hazard mitigation plan; and

WHEREAS, Commissioner McCaffrey, by said memorandum, further advised that the Town has participated in the planning process for the Nassau County Multi-Jurisdictional Hazard Mitigation Plan, which is consistent with the Town's hazard planning goals and objectives; and

WHEREAS, Commissioner McCaffrey, by said memorandum, requested that the Town Board authorize the Town to opt into the Nassau County Multi-Jurisdictional Hazard Mitigation Plan,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Town Board hereby authorizes the Town to opt into the Nassau County Multi-Jurisdictional Hazard Mitigation Plan.

-#-

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

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

Reviewed By
Office of Town Attorney
[Signature]

TOWN OF OYSTER BAY

Inter-Departmental Memo

February 11, 2021

TO: Memorandum Docket

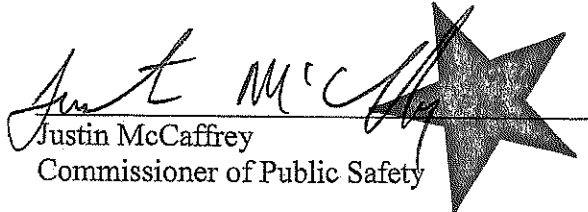
FROM: Justin McCaffrey, Commissioner, Department of Public Safety

Subject: Adoption of the Nassau County Hazard Mitigation Plan

The Federal Emergency Management Agency (FEMA) has announced grant funding availability under the Disaster Mitigation Assistance (DMA). To be eligible to apply for FEMA DMA, the Town must comply with the Disaster Mitigation Act of 2000, which mandates that local municipalities be covered under a Hazard Mitigation Plan.

We have reviewed the Nassau County Multi-Jurisdictional Hazard Mitigation Plan and participated in the planning process. The plan's goals and objectives are consistent with the goals and objectives of the Town concerning hazard mitigation planning and participation. The complete plan can be viewed at https://nassaucountyny-my.sharepoint.com/:b:/g/personal/bstanton_nassaucountyny_gov/EfhFqT78H5BFmwzu_DIQxKqB9JrsSmQel-EYNL2e0iy6RQ?e=hokQEI, and the Town's jurisdictional annex can be viewed at <https://www.nassaucountyny.gov/2813/Hazmit-Plan>

Therefore we are requesting a Town Board Resolution authorizing the Town to opt into the Nassau County Multi-Jurisdictional Mitigation Plan.


Justin McCaffrey
Commissioner of Public Safety

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated February 18, 2021, requested Town Board authorization for the Town to accept a donation of \$10,665.20 from Massapequa Coast Little League; said gift would benefit the Town by enhancing the baseball experience at John Burns Park, Massapequa,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Town Board hereby authorizes the Department of Parks to accept the above stated donation, and that said donation be deposited in Account No. PKS A 0001 0275 000 0000.

-#-

Reviewed By
Office of Town Attorney
[Signature]

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

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

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

TO: MEMORANDUM DOCKET

FROM: JOSEPH G. PINTO, COMMISSIONER OF PARKS

DATE: FEBRUARY 18, 2021

SUBJECT: MASSAPEQUA COAST LITTLE LEAGUE
DONATIONS FOR JOHN J. BURNS PARK BASEBALL FIELD AREAS

Please see the attached letter from Massapequa Coast Little League's President, Craig Garland. The little league would like to make a donation to the Town for the baseball field areas, located at John J. Burns Park in Massapequa.

The donations amounting to \$10,665.20, which the little league will absorb, include new batting cages for the Rookies and West T-Ball Fields, as well as replacing netting on the 90 foot baseball field and the front turf field. Upon acceptance of the various mentioned asset donations, account PKS A 0001 0275 000 0000 will be credited.

These donations will greatly enhance the integrity of the baseball fields and surrounding areas, while maintaining a safe environment for the baseball players and fans alike.

The Department of Parks respectfully requests Town Board approval for the Massapequa Coast Little League's donations, letter attached, to the baseball field areas at John J. Burns Park for the 2021 season.



JOSEPH G. PINTO, COMMISSIONER
PARKS DEPARTMENT

JGP/km
Att.

Massapequa Coast Little League
P.O. Box 108
Massapequa Park, NY 11762

February 15, 2021
To TOB Town Board,

In our continuing efforts to enhance the baseball experience for not only our programs participants, but for anyone that ventures into John Burns Park, the Massapequa Coast Little League is making the following donation to the baseball field areas at Burns Park for the 2021 season.

- 1 – A new 70 foot batting cage to be erected adjacent to the Rookies Field in a designated area that has been shared with parks Department Officials.
- 2 – A new 70 foot batting cage to be erected adjacent to the West T-Ball Field in a designated area that has been shared with parks Department Officials.
- 3 – Purchase and replacing of the Batting Cage netting on the Front Turf Field, which will replace the current netting that has deteriorated to the point it has become a safety concern.
- 4 – Purchase and replacing of the Batting Cage netting on the 90 Foot Baseball Field, which will replace the current netting that has deteriorated to the point it has become a safety concern.

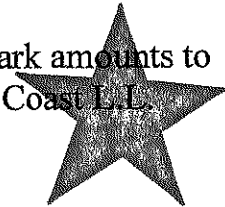
This donation coupled with the Town addressing the needs of the baseball community, continues a partnership that has made Burns Park a model of excellence for the baseball enthusiast.

The total cost of the aforementioned donations to John Burns Park amounts to \$10,665.20. This entire cost to be absorbed by the Massapequa Coast L.L.

On behalf of the Massapequa Coast Little League

Craig Garland

Craig Garland
President



WHEREAS, Jennifer Geramita has requested to donate a memorial plaque to be placed on an existing bench in Ellsworth W. Allen Park, Farmingdale, in memory of Al Veneziano; and

WHEREAS, the value of the plaque is estimated to be \$730.00, and the monies donated will be deposited into Account No. PKS A 0001 02705 000 0000; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated February 17, 2021, recommended that the Town accept said donation,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town hereby accepts the donation of \$730.00 from Jennifer Geramita to be deposited into Account No. PKS A 0001 02705 000 0000, to purchase a plaque to be placed on an existing bench in Ellsworth W. Allen Park, Farmingdale, in memory of Al Veneziano.

-#-

Reviewed By
Office of Town Attorney

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

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

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

TO: Memorandum Docket
FROM: Joseph G. Pinto, Commissioner of Parks
SUBJECT: Memorial Plaque on an existing Bench
DATE: February 17, 2021

The Department of Parks has received a request from Jennifer Geramita (letter attached) requesting to donate a memorial plaque on an existing bench to be placed in Ellsworth W. Allen Park in memory of Al Veneziano.

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

The plaque will be purchased by Jennifer Geramita and donated to the Parks Department. The value of the plaque and existing bench is estimated to be \$730.00. Town Board approval is requested on behalf of Jennifer Geramita. The monies will be collected in account PKS A 0001 02705 000 0000.



Joseph G. Pinto
COMMISSIONER OF PARKS



JGP/dc

Diann Codispodo

From: Jennifer Geramita [REDACTED]
Sent: Tuesday, February 16, 2021 4:07 PM
To: Diann Codispodo
Subject: Memorial Bench in Honor Of Al Veneziano

Hello Diane-

As per our conversation I am writing to request donating a memorial plaque at Elsworth Allen Park in Farmingdale in honor of my dad Al Veneziano. I would like the 8x6 plaque on an already existing bench in the park.

A little about my dad:

My dad was an amazing man. He was feeling great, we were on vacation and month after coming home he wasn't feeling well, we took him to a bunch of doctors and within two weeks he was diagnosed with multiple myeloma and in three months he passed away, just like that. We are all still so devastated. He was a huge baseball fan, die hard Brooklyn dodgers and then when they moved he was a die hard LA Dodgers fan. My parents have lived in Farmingdale for over 45 years. My father played over the hill gang softball at allen park and every Friday night we were there cheering him on. Farmingdale was good to them, we all loved the town and the neighbors and especially our fun filled Friday night softball games. He was a huge islanders fan and just a huge sports guy. He was a hard worker and always made sure mom and I had what we needed and were happy. He was a great sport about things and just made everyday special. He was taken too soon and this is the least I can do for him now.

Thank you so much for your time and please let me know if there is anything else you need.

Thank you,
Jennifer Geramita
[REDACTED]

Sent from Mail for Windows 10

WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated November 17, 2020, authorized the Highway Department to clean up the premises located at 19 Dakota Street, Hicksville, New York 11801, also known as Section 11, Block 365, Lot 28, on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated February 16, 2021, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on December 8, 2020, in the total amount of \$1,013.43, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated February 16, 2021, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,013.43 may be assessed by the Legislature of the County of Nassau against the parcel known as 19 Dakota Street, Hicksville, New York 11801, also known as Section 11, Block 365, Lot 28 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

Reviewed By
Office of Town Attorney
Ralph P. Healey

Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: February 16, 2021

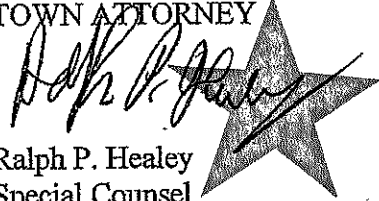
SUBJECT: Property Cleanup Assessment
19 Dakota Street, Hicksville, New York 11801
Section 11, Block 365, Lot 28

The Department of Planning and Development, by memorandum dated November 17, 2020, directed the Highway Department to clean the premises located at 19 Dakota Street, Hicksville, New York 11801, also known as Section 11, Block 365, Lot 28 on the Land and Tax Map of the County of Nassau. (See attached copy of property card). The Highway Department has, by memorandum dated December 15, 2020, advised that the property was cleaned by a crew from the Highway Department on December 8, 2020. The cost incurred by the Town of Oyster Bay was \$1,013.43.

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

Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA
TOWN ATTORNEY


Ralph P. Healey
Special Counsel

RPH:aml
Attachment

[illegible]

EEB AL

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

December 15, 2020

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

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: 19 DAKOTA STREET, HICKSVILLE
BOARD-UP/ CLEAN-UP

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,013.43.

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



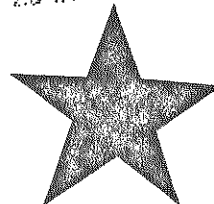
JOHN P. BISHOP
DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet

BOARD - UP/CLEAN-UP 19 DAKOTA STREET, HICKSVILLE P & D

REC'D TOWN ATTORNEY
20 DEC 22 AM 11:58



REC'D TOWN ATTORNEY
21 JAN 8 AM 9:43

Ruth McCormack

May 8, 1922 ~ August 4, 2018 (age 96)



(mailto:mailto:?subject=Obituary%20Listing&body=)

Tribute & Services

Tribute Wall

Tribute

A tribute is not available at this time for Ruth McCormack. We welcome you to provide your thoughts and memories on our Tribute Wall.

To send flowers to Ruth's family, please visit our [floral store. \(/tributes/Ruth-McCormack/sympathy\)](#)

Services

VISITATION

Tuesday

August 7, 2018

2:00 PM to 5:00 PM

Thomas F Dalton F.H. Hicksville

47 Jerusalem Ave

Hicksville, NY 11801



Directions

(https://maps.google.com/?

q=47+Jerusalem+Ave,+Hicksville,+NY+11801)



Text Details



Email Details

VISITATION

Tuesday

August 7, 2018

7:00 PM to 9:00 PM

Thomas F Dalton F.H. Hicksville

47 Jerusalem Ave

Hicksville, NY 11801



Directions

(https://maps.google.com/?

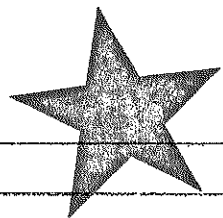
q=47+Jerusalem+Ave,+Hicksville,+NY+11801)



Text Details



Email Details



Share a memory

Send Flowers

CEMETERY

(/tributes/Ruth-McCormack/sympathy)



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (11-365-28) 19 DAKOTA ST HICKSVILLE 11801

Date Dec 8, 2020

Work Order # 77363

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
JEFFREY CARTER	General Maintenance	01:00	\$41.06	00:00	0	\$41.06
BRIAN TROTTA	General Maintenance	01:00	\$30.54	00:00	0	\$30.54
RAYMOND SWIERKOWSKI	General Maintenance	01:00	\$33.83	00:00	0	\$33.83
Total Labor						\$105.43

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU444	PICK UP 2012 FORD F350 YELLO (21 / 021)	\$79.00	01:00	\$79.00
TD753	PICK UP 2019 FORD F450 YW	\$79.00	01:00	\$79.00
Total Equipment				\$158.00

Materials

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

Grand Total \$1013.43

Description of Work:

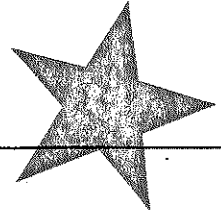
CLEAN UP 19 DAKOTA STREET HV

Signature: 

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Dec 15, 2020



WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated October 15, 2020, authorized the Highway Department to clean up the premises located at 37 Garfield Avenue, Glen Head, New York 11545 also known as Section 20, Block 6, Lot 218 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated February 16, 2021, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on October 21, 2020, in the total amount of \$1,276.42, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated February 16, 2021, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,276.42 may be assessed by the Legislature of the County of Nassau against the parcel known as 37 Garfield Avenue, Glen Head, New York 11545, also known as Section 20, Block 6, Lot 218 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

Reviewed By
Office of Town Attorney
Ralph P. Healey

Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: February 16, 2021


SUBJECT: Property Cleanup Assessment
37 Garfield Avenue, Glen Head, New York 11545
Section 20, Block 6, Lot 218

The Department of Planning and Development, by memorandum dated October 15, 2020, directed the Highway Department to clean the premises located at 37 Garfield Avenue, Glen Head, New York 11545, also known as Section 20, Block 6, Lot 218 on the Land and Tax Map of the County of Nassau. (See attached copy of Deed). The Highway Department has, by memorandum dated October 26, 2020, advised that the property was cleaned by a crew from the Highway Department on October 21, 2020. The cost incurred by the Town of Oyster Bay was \$1,276.42.

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

Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA
TOWN ATTORNEY


Ralph P. Healey
Special Counsel

RPH:aml
Attachments

2021-7913

TOWN OF OYSTER BAY

Inter-Departmental Memo

October 15, 2020

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU
Through: ELIZABETH L. MACCARONE: COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 37 Garfield Avenue, Glen Head, New York 11545
SBL: 20-6-218

Notice of Violation No. 03319 was issued to the owner of the above-referenced premises on 09/21/20 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

In accordance with the provisions of Section 135.54, I am directing that:

- Cut and trim lawn and vegetation.

Pursuant to the provisions of Section 135.54(C) of the code, the Town is entitled to be reimbursed for the cost of the work performed by assessment against the owner. In addition, please notify us by fax, the date and time cleanup is completed. Please proceed accordingly.

ELIZABETH L. MACCARONE
COMMISSIONER
BY:


MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU

ME:tc

cc: Frank Scalera, Chief Deputy Town Attorney



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

ELIZABETH L. MACCARONE
COMMISSIONER

TIMOTHY R. ZIKE
DEPUTY COMMISSIONER

JAMES McCaffrey
DEPUTY COMMISSIONER

October 15, 2020

The Estate of Robert Nowak
37 Garfield Avenue
Glen Head, New York 11545

RE: PREMISES: 37 Garfield Avenue, Glen Head, New York 11545
SECTION 20 BLOCK 6 LOT 218


Dear Property Owner:

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

Please be advised that N.O.V. No. 03319 (copy attached) has been served on 09/24/20. As of this date, the violation has not been rectified and the conditions at the premises continue to endanger the health, safety and welfare of the residents of the Town of Oyster Bay. Please be further advised that I have directed the Highway Department to perform the necessary maintenance, and to take all the necessary steps to recover from you the costs thereof.

Very truly yours,

ELIZABETH L. MACCARONE
COMMISSIONER


Michael Esposito, Bureau Chief
Code Compliance Division

ELM:ME:tc
Enclosure

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

INDEX NO. 16-007637

U.S. BANK NATIONAL ASSOCIATION,

NOTICE OF PENDENCY OF
ACTION

Plaintiff,

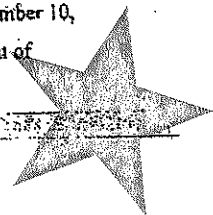
Against

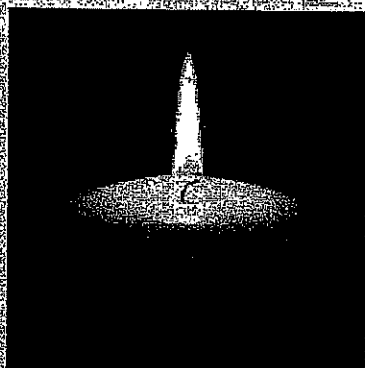
HEIRS AND DISTRIBUTEES OF THE ESTATE OF
ROBERT E. NOWAK; BARBARA BELL, AS HEIR AND
DISTRIBUTE OF THE ESTATE OF ROBERT E. NOWAK;
NEW YORK STATE DEPARTMENT OF TAXATION AND
FINANCE; UNITED STATES OF AMERICA,

"JOHN DOE #1" through "JOHN DOE #12," the last twelve
names being fictitious and unknown to plaintiff, the persons or
parties intended being the tenants, occupants, persons or
corporations, if any, having or claiming an interest in or lien
upon the premises, described in the complaint,

Defendants.

NOTICE IS HEREBY GIVEN, that an action has been commenced and is pending in this Court
upon a complaint of the above-named plaintiff against the above-named defendants for the foreclosure of
a mortgage bearing date August 28, 2009 executed by ROBERT E. NOWAK in MORTGAGE
ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR U.S. BANK, N.A. to secure
the sum of \$350,000.00, recorded in the Office of the Clerk of the County of NASSAU on September 10,
2009 in Liber Book M 34151 at Page 966. Said mortgage was assigned to Plaintiff by assignment of
mortgage duly executed on a date prior to the filing of the complaint. Said loan was modified by



[Home](#) > [Obituaries](#) > [Robert E. Nowak Obituary](#)

Robert E. Nowak

About

LOCATION

Glen Head, New York

Obituary

[✿ Send Flowers](#)

NOWAK - Robert E., Attorney, of Glen Head, NY, graduate of Fordham University and St. John's University Law School passed on February 21, 2016 in his 80th year. Beloved brother of Barbara Bell, Manhasset, NY, beloved uncle of Julie Davis of Atlanta, GA, John Bell of Manhasset, NY and Jennifer Foresta of Darien, CT. Following a private cremation a memorial visitation will be held on Friday, February 26th, from 3-5pm at Roslyn Heights Funeral Home, 75 Mineola Ave., Roslyn Heights, NY.

[Read More >](#)

AL

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

October 26, 2020

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

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

**SUBJECT: 37 GARFIELD AVENUE, GLEN HEAD
BOARD-UP/ CLEAN-UP**

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,276.42.

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



**JOHN P. BISHOP
DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT**

JPB/kjb

Enc. T & M sheet

REC'D TOWN ATTORNEY
20 NOV 24 4:50 PM



BOARD - UP/CLEAN-UP 37 GARFIELD AVENUE, GLEN HEAD TO P & D



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (20-6-218) 37 GARFIELD AVE GLEN HEAD 11545

Date Oct 21, 2020

Work Order # 76018

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
SCOTT DADE	General Maintenance	02:00	\$49.93	00:00	0	\$99.86
ANDREW HOUGHTON	General Maintenance	02:00	\$29.28	00:00	0	\$58.56
Total Labor						\$158.42

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU455	2019 FORD F350 YW	\$79.00	02:00	\$158.00
TD715	TRUCK DUMP 2012 FORD F-350 YW (T-115)- Power Wagons	\$105.00	02:00	\$210.00
Total Equipment				\$368.00


Materials

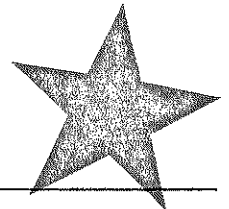
Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Total Materials			\$750.00

Grand Total \$1276.42

Description of Work:

CLEAN UP 37 GARFIELD AVENUE GH

Signature: 
Name: PETER BROWN
Title: DIRECTOR OF HIGHWAY OPERATIONS
Date: Oct 23, 2020



WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated September 23, 2020, authorized the Highway Department to clean up the premises located at 68 West Shore Drive, Massapequa, New York 11758, also known as Section 66, Block 21, Lots 50 and 51, on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated February 16, 2021, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on October 2, 2020, in the total amount of \$1,736.82, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated February 16, 2021, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,736.82 may be assessed by the Legislature of the County of Nassau against the parcel known as 68 West Shore Drive, Massapequa, New York 11758, also known as Section 66, Block 21, Lots 50 and 51 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

Reviewed By
Office of Town Attorney
Ralph P. Healey

Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: February 16, 2021


SUBJECT: Property Cleanup Assessment
68 West Shore Drive, Massapequa, New York 11758
Section 66, Block 21, Lots 50 and 51.


The Department of Planning and Development, by memorandum dated September 23, 2020, directed the Highway Department to clean the premises located at 68 West Shore Drive, Massapequa, New York 11758, also known as Section 66, Block 21, Lots 50 and 51 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated October 15, 2020, advised that the property was cleaned by a crew from the Highway Department on October 2, 2020. The cost incurred by the Town of Oyster Bay was \$1,736.82.

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

Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA
TOWN ATTORNEY


Ralph P. Healey
Special Counsel



RPH:aml
Attachment

2021-7914

TOWN OF OYSTER BAY

Inter-Departmental Memo

September 23, 2020

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU
Through: ELIZABETH L. MACCARONE: COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 68 West Shore Drive, Massapequa, New York 11758
SBL: 66-21-50-451

Notice of Violation No. 03309 was issued to the owner of the above-referenced premises on 09/11/20 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

In accordance with the provisions of Section 135.54, I am directing that:

- Cut and trim grass and vegetation.

Pursuant to the provisions of Section 135.54(C) of the code, the Town is entitled to be reimbursed for the cost of the work performed by assessment against the owner. In addition, please notify us by fax, the date and time cleanup is completed. Please proceed accordingly.

ELIZABETH L. MACCARONE
COMMISSIONER
BY:


MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU



ME:tc

cc: Frank Scalera, Chief Deputy Town Attorney



Town of Oyster Bay
Department of Planning and Development
Town Hall – 74 Audrey Avenue
Oyster Bay, New York 11771
(516) 624-6206
FAX (516) 624-6240
www.oysterbaytown.com

ELIZABETH L. MACCARONE
COMMISSIONER

TIMOTHY R. ZIKE
DEPUTY COMMISSIONER

JAMES McCAFFREY
DEPUTY COMMISSIONER

September 23, 2020

The Bank of New York Mellon
1 Mortgage Way
Mount Laurel, NJ 08054

RE: PREMISES: 68 West Shore Drive, Massapequa, New York 11758
SECTION 66 BLOCK 21 LOT 50

Dear Property Owner:

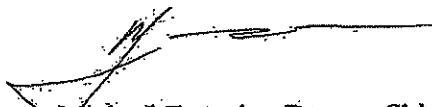
Inspections of the above-referenced property have revealed that the premises has not been maintained in accordance with the provisions of Section 135-52 of the Code of the Town of Oyster Bay, based in part from the overgrown grass and weeds on the property.

Please be advised that N.O.V. No. 03309 (copy attached) has been served on 09/11/20. As of this date, the violation has not been rectified and the conditions at the premises continue to endanger the health, safety and welfare of the residents of the Town of Oyster Bay. Please be further advised that I have directed the Highway Department to perform the necessary maintenance, and to take all the necessary steps to recover from you the costs thereof.

Further, the premises will be inspected every ten (10) days thereafter. If the premises continues not to be maintained and the conditions are found to violate the provisions of the code, the Highway Department will be directed to perform subsequent maintenance with no further notice to you concerning the violations, nor additional time to correct such violations.

Very truly yours,

ELIZABETH L. MACCARONE
COMMISSIONER


Michael Esposito, Bureau Chief
Code Compliance Division


ELM:MB:tc
Enclosure

Referee's Deed In Foreclosure

THIS IS A LEGAL INSTRUMENT AND SHOULD BE EXECUTED UNDER SUPERVISION OF AN ATTORNEY

THIS DEED, made 25 of 1/14/2020

Foreclosure Sale Held January 14, 2020

BETWEEN

KATHLEEN WRIGHT, referee
15 ALGIERS ST, PLAINVIEW, NY 11803

duely appointed in the action hereinafter mentioned, grantor, and

THE BANK OF NEW YORK MELLON, F/K/A THE BANK OF NEW YORK AS SUCCESSOR IN INTEREST
TO JPMORGAN CHASE BANK, N.A. AS TRUSTEE FOR NOVASTAR MORTGAGE FUNDING TRUST,
SERIES 2004-4, NOVASTAR HOME EQUITY LOAN ASSET-BACKED CERTIFICATES, SERIES 2004-4,
grantee
1 MORTGAGE WAY, MOUNT LAUREL, NJ 08054

WITNESSETH, that the grantor, the referee appointed in the action between

THE BANK OF NEW YORK MELLON, SUCCESSOR IN INTEREST TO plaintiff,
JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, AS TRUSTEE
FOR THE REGISTERED HOLDERS OF NOVASTAR MORTGAGE
FUNDING TRUST, SERIES 2004-4, NOVASTAR HOME EQUITY LOAN
ASSET-BACKED CERTIFICATES, SERIES 2004-4,

and

LISA LUCAS, defendants,

foreclosing a mortgage recorded on December 13, 2004 in the office of the CLERK of the County of MASSAU
LIBER: M28049 PAGE: 922 in pursuance of a judgment entered September 24, 2019;
FIVE HUNDRED (\$500) Dollars paid by the grantee, being the highest sum bid at the sale under said judgment
does hereby grant and convey unto the grantee;

SEE SCHEDULE "A" LEGAL DESCRIPTION ATTACHED HERETO

TO HAVE AND TO HOLD the premises herein granted unto the grantee, and assigns forever;

IN WITNESS WHEREOF, the grantor has hereunto set his hand and seal, the date first above written.
In presence of:

Kathleen Wright Esq. L.S.
KATHLEEN WRIGHT ESQ. Referee

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York, County of Nassau, ss.

On the 25th day of January in the year 2020
before me, the undersigned, personally appeared:

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

Seamus M. Callahan
Signature and office of individual take acknowledgment

Seamus M. Callahan
Notary Public - State of New York
Reg. No. 01602214
Qualified in Nassau County
My Commission Expires December 15, 2021

File No: 16-005634 - D&A

KATHLEEN WRIGHT

TO

THE BANK OF NEW YORK MELLON, F/K/A THE
BANK OF NEW YORK AS SUCCESSOR IN INTEREST
TO JPMORGAN CHASE BANK, N.A. AS TRUSTEE FOR
NOVASTAR MORTGAGE FUNDING TRUST, SERIES
2004-4, NOVASTAR HOME EQUITY LOAN ASSET-
BACKED CERTIFICATES, SERIES 2004-4

SECTION 66.

BLOCK 21

LOT 50 & 51

DISTRICT

COUNTY Nassau

STREET ADDRESS 63 WEST SHORE DRIVE AKA 68
SHORE DR, MASSAPEQUA, NY 11758

A2

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

October 15, 2020

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

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: 68 WEST SHORE DRIVE, MASSAPEQUA
CLEAN-UP

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,736.82.

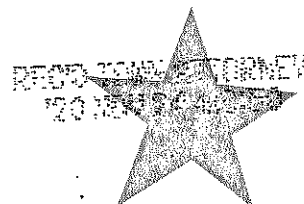
If you have any questions pertaining to the above subject, please feel free to contact John P. Bishop at 677-5804.



JOHN P. BISHOP
DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet



CLEAN - UP 68 WEST SHORE DRIVE, MASSAPEQUA TO P & D



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED
UNDER ROAD RESTORATION

Location (66-21-50) 68 SHORE DR MASSAPEQUA 11758

Date Oct 2, 2020

Work Order # 75069

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
MARTIN LANG	General Maintenance	01:30	\$51.35	00:00	0	\$77.03
DERRICK SCOTT	General Maintenance	01:30	\$42.63	00:00	0	\$63.95
MICHAEL F FITZPATRICK	General Maintenance	01:30	\$19.89	00:00	0	\$29.84
ANTHONY MODAFFERI	General Maintenance	01:30	\$15.00	00:00	0	\$22.50
SCOTT KELLY	General Maintenance	01:30	\$15.00	00:00	0	\$22.50
STEVEN KELLY	General Maintenance	01:30	\$15.00	00:00	0	\$22.50
Total Labor						\$238.32

Tools/Vehicle


Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU413	PICK UP 2011 FORD F250 YELLO (14 / 027)	\$79.00	01:30	\$118.50
TD692	TRUCK DUMP 2010 FORD F-350 YW (T-215) - Power Wagons	\$105.00	01:30	\$157.50
TD728	POWER WAGON 2015 T-245	\$105.00	01:30	\$157.50
TD738	TRUCK DUMP 2016 DODGE RAM 3500 POWER WAGON (T-275)	\$105.00	01:30	\$157.50
TR213	2019 INTEG ITI TRAILER YW	\$105.00	01:30	\$157.50
Total Equipment				\$748.50

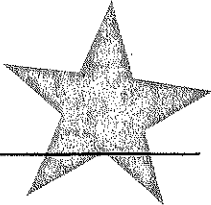
Materials

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

Grand Total \$1736.82

Description of Work:
CLEAN UP 68 WEST SHORE DRIVE MS

Signature: 
Name: PETER BROWN
Title: DIRECTOR OF HIGHWAY OPERATIONS
Date: Oct 15, 2020



WHEREAS, pursuant to Sections 96-15 and 96-20 of the Code of the Town of Oyster Bay, the Department of Planning and Development, by its emergency powers, authorized the Highway Department, to install emergency fencing at the property located at 210 East Avenue, Hicksville, New York 11801 also known as Section 45, Block 62, Lot 12 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated February 1, 2021, pursuant to Section 96-19 of the Code of the Town of Oyster Bay, have requested that the cost of installing emergency fencing at the aforementioned premises on December 11, 2020, in the amount of \$4,346.04, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated February 1, 2021, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$4,346.04 may be assessed by the Legislature of the County of Nassau against the parcel known as 210 East Avenue, Hicksville, New York 11801, also known as Section 45, Block 62, Lot 12 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

7/1/21
Reviewed By
Office of Town Attorney

Ralph P. Healey

Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: February 1, 2021


SUBJECT: Property Cleanup Assessment
210 East Avenue, Hicksville, New York 11801
Section 45, Block 62, Lot 12

By the emergency powers granted to the Department of Planning and Development, the Highway Department installed emergency fencing at the abovementioned property located at 210 East Avenue, Hicksville, New York 11801, also known as Section 45, Block 62, Lot 12 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated January 6, 2021, advised that the fence was installed by a crew from the Highway Department on December 11, 2020. The cost incurred by the Town of Oyster Bay was \$4,346.04.

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

Kindly place this matter on the Town Board Action Calendar.

FRANK SCALERA
TOWN ATTORNEY


Ralph P. Healey
Special Counsel

RPH:aml
Attachments

2021-7935

Ken Bishop

From: Michael Esposito
Sent: Tuesday, December 15, 2020 9:45 AM
To: Ken Bishop
Cc: Alicia Lazarek
Subject: 210 east avenue hicksville

Kenny

An emergency fencing of the property was ordered by the Commissioner on Friday December 11th at approximately 6pm. Please generate the bill to be sent to the homeowner by the Town Attorney's office
Thanks

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

PB
MR
VP

4 hrs

18 sections

12/15 Anne Fender



1059 -
Sean
Rimmer

1

T182
T105
PV437

THIS INDENTURE, made the 18th day of August, 2017

BETWEEN

DANTE PAGANO and CARMEN PAGANO
210 East Avenue, Hicksville, NY 11801

party of the first part and

SHARMIN KOHINOOR
90-13 172nd Street, 2nd Floor, Jamaica, NY 11432

party of the second part

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

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

SEE DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

Being and intended to be the same premises as conveyed to the Grantors herein by Deed dated 02/10/94 and recorded 05/13/94 in Liber 10395 Page 930; said premises being commonly known as 210 East Avenue, Hicksville, NY.

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

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

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" when ever the sense of this indenture so requires.

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

IN PRESENCE OF

DANTE PAGANO

CARMEN PAGANO

RPH

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

January 6, 2021

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

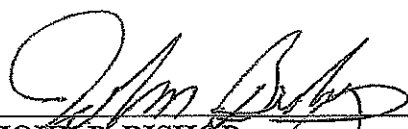
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: 210 EAST AVENUE, HICKSVILLE
BOARD-UP/ CLEAN-UP

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$4,346.04.

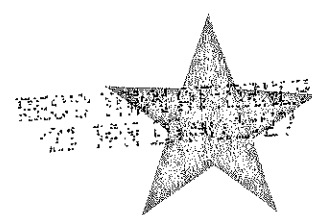
If you have any questions pertaining to the above subject, please feel free to contact John P. Bishop at 677-5804.



JOHN P. BISHOP
DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet



BOARD - UP/CLEAN-UP 210 EAST AVENUE, HICKSVILLE TO P & D



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED
UNDER ROAD RESTORATION

Location (45-62-12) 210 EAST AVE HICKSVILLE 11801

Date Dec 11, 2020

Work Order # 78397

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
PETER BROWN	General Maintenance	04:00	\$47.07	00:00	0	\$188.28
MICHAEL RICCARDO	General Maintenance	04:00	\$48.79	00:00	0	\$195.16
VINCENT PADAVANO	General Maintenance	04:00	\$51.35	00:00	0	\$205.40
Total Labor						\$588.84

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU433	PICK UP 2012 FORD F250 YW	\$79.00	04:00	\$316.00
PU437	PICK UP 2012 FORD F250 TAN (8 / 008)	\$79.00	04:00	\$316.00
PU438	PICK UP 2012 FORD F250 TAN (90)	\$79.00	04:00	\$316.00
Total Equipment				\$948.00

Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Temporary Fence	\$114.40	18	\$2059.20
Total Materials			\$2809.20

Grand Total \$4346.04

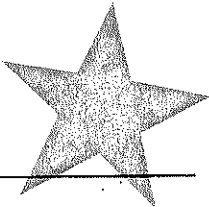
Description of Work:
EMERGENCY FENCING 210 EAST AVENUE HICKSVILLE

Signature:

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Jan 4, 2021



WHEREAS, pursuant to Section 135-54(B) of the Code of the Town of Oyster Bay, the Department of Planning and Development, by memorandum dated October 28, 2020, authorized the Highway Department to clean up the premises located at 544 Old Country Road, Plainview, New York 11803, also known as Section 12, Block 52, Lot 146 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated February 16, 2021, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on November 2, 2020, in the total amount of \$1,935.66, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated February 16, 2021, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$1,935.66 may be assessed by the Legislature of the County of Nassau against the parcel known as 544 Old Country Road, Plainview, New York 11803, also known as Section 12, Block 52, Lot 146 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

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

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

Reviewed By
Office of Town Attorney



Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: February 16, 2021


SUBJECT: Property Cleanup Assessment
544 Old Country Road, Plainview, New York 11803
Section 12, Block 52, Lot 146

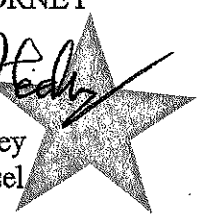
The Department of Planning and Development, by memorandum dated October 28, 2020, directed the Highway Department to clean the premises located at 544 Old Country Road, Plainview, New York 11803, also known as Section 12, Block 52, Lot 146 on the Land and Tax Map of the County of Nassau. (See attached copy of Deed). The Highway Department has, by memorandum dated November 9, 2020, advised that the property was cleaned by a crew from the Highway Department on November 2, 2020. The cost incurred by the Town of Oyster Bay was \$1,935.66.

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

Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA
TOWN ATTORNEY


Ralph P. Healey
Special Counsel



RPH:aml
Attachments

2021-7911

TOWN OF OYSTER BAY

Inter-Departmental Memo

October 28, 2020

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU
Through: ELIZABETH L. MACCARONE: COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 544 Old Country Road, Plainview, New York 11803
SBL: 12-52-146

Notice of Violation No. 03334 was issued to the owner of the above-referenced premises on 10/20/20 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

In accordance with the provisions of Section 135.54, I am directing that:

- Cut and trim lawn and vegetation.
- Remove all litter and debris.

Pursuant to the provisions of Section 135.54(C) of the code, the Town is entitled to be reimbursed for the cost of the work performed by assessment against the owner. In addition, please notify us by fax, the date and time cleanup is completed. Please proceed accordingly.

ELIZABETH L. MACCARONE
COMMISSIONER
BY:


MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU


ME:tc

cc: Frank Scalera, Chief Deputy Town Attorney



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

ELIZABETH L. MACCARONE
COMMISSIONER

TIMOTHY R. ZIKE
DEPUTY COMMISSIONER

JAMES McCaffrey
DEPUTY COMMISSIONER

October 28, 2020

Linda Cataldo
544 Old Country Road
Plainview, New York 11803

RE: PREMISES: 544 Old Country Road, Plainview, New York 11803
SECTION 12 BLOCK 52 LOT 146


Dear Property Owner:

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

Please be advised that N.O.V. No. 03334 (copy attached) has been served on 10/20/20. As of this date, the violation has not been rectified and the conditions at the premises continue to endanger the health, safety and welfare of the residents of the Town of Oyster Bay. Please be further advised that I have directed the Highway Department to perform the necessary maintenance, and to take all the necessary steps to recover from you the costs thereof.

Very truly yours,

ELIZABETH L. MACCARONE
COMMISSIONER


Michael Esposito, Bureau Chief
Code Compliance Division


ELM:ME:tc
Enclosure

THIS INDENTURE, made the 30 day of July, nineteen hundred and ninety-six
BETWEEN SUSAN SHERWOOD

544 Old Country Road
Plainview, NY

as administrator (trix) of the Estate of MARY MULLER,
late of 544 Old Country Road, Plainview, New York
who died intestate on the 25th day of July, nineteen hundred and ninety-five
party of the first part, and

LINDA CATALDO, residing at 544 Old Country Road, Plainview,
New York

party of the second part.

WITNESSETH, that whereas
by the Surrogate's Court NASSAU
of the power and authority given by Article 11 of the Estates, Powers and Trusts Law, and in consideration of

letters of administration were issued to the party of the first part
County, New York on January 22, 1996 and by virtue
of the power and authority given by Article 11 of the Estates, Powers and Trusts Law, and in consideration of

584.00
paid by the party of the second part, does hereby grant and
release unto the party of the second part, the distributees or successors and assigns of the party of the second
part forever.

12
52
104
146
All that certain plot, piece or parcel of land, with the buildings and
improvements thereon erected, situate, lying and being at Hicksville, Town
of Oyster Bay, County of Nassau and State of New York entitled, "Map of
Hicksville Lanes, Hicksville, Nassau County, NY July 18, 1929 H.L. HAWKHURST,
C.E., Westbury, NY", and filed in the Office of the Clerk of the County of
Nassau on October 30, 1929 as Map number 1016, Case number 2816, as and by
parts of lots 36, 37, 38, 39, and 40 in Block "C", which said parts of lots
when taken together as one parcel are bounded and described as follows:

BEGINNING at a point on the Northerly side of Old Country Road (Plainview
Road) (as widened) distant 459.92 feet Easterly from the corner formed by
the intersection of the Northerly side of Old Country Road and the Easterly
side of Universal Boulevard;

RUNNING THENCE Northerly along a line forming an interior angle of 80 degrees
50 minutes 35 seconds with the Northerly side of Old Country Road, 71.33
feet;

THENCE Easterly at right angles to the preceding course, 83.53 feet;

THENCE Westerly along the Northerly side of Old Country Road 84.61 feet to
the point or place of BEGINNING.
TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and
roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances,
and also all the estate which the said decedent had at the time of decedent's death in said premises, and also
the estate therein, which the party of the first part has or has power to convey or dispose of, whether individ-
ually, or otherwise; TO HAVE AND TO HOLD the premises herein granted unto the party of the second
part, the distributees or successors and assigns of the party of the second part forever.

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

Subject to the trust fund provisions of section thirteen of the Lien Law.

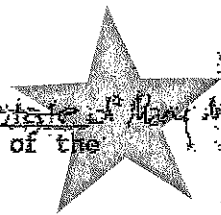
The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

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

IN PRESENCE OF:

Deborah F. [Signature]

[Signature] *[Signature]* *[Signature]* Administrator of the Estate of Mary Muller
SUSAN SHERWOOD, Administrator of the
Estate of Mary Muller



AL

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

November 9, 2020

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

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: 544 OLD COUNTRY ROAD, PLAINVIEW
BOARD-UP/ CLEAN-UP

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$1,935.66.

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

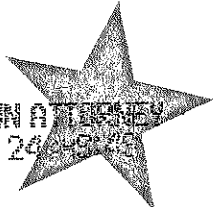


JOHN P. BISHOP
DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet

REC'D TOWN ATTORNEY
20 NOV 24 4 08 PM '20



BOARD - UP/CLEAN-UP 544 OLC COUNTRY ROAD, PLAINVIEW TO P & D



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (12-52-146) 544 OLD COUNTRY RD PLAINVIEW 11803

Date Nov 2, 2020

Work Order # 76626

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
JAMES AJAMIAN	General Maintenance	02:00	\$47.21	00:00	0	\$94.42
VICTOR NIETO	General Maintenance	02:00	\$27.30	00:00	0	\$54.60
MICHAEL RICCARDO	General Maintenance	02:00	\$48.79	00:00	0	\$97.58
OSCAR GUEVARA	General Maintenance	02:00	\$25.81	00:00	0	\$51.62
Total Labor						\$298.22

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PK411	2012 INTERNATIONAL 7400 SANI PACKER	\$105.00	02:00	\$210.00
PU437	PICK UP 2012 FORD F250 TAN (8 / 008)	\$79.00	02:00	\$158.00
TD702	TRUCK DUMP 2011 FORD F350 YELLO (T-165) - Power Wagons	\$105.00	02:00	\$210.00
Total Equipment				\$578.00

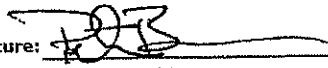
Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Tipping Fee (per ton)	\$88.92	3.48	\$309.44
Total Materials			\$1059.44

Grand Total \$1935.66

Description of Work:

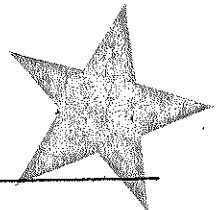
CLEAN UP 544 OLD COUNTRY ROAD PL

Signature: 

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Nov 9, 2020



WHEREAS, Louis G. Savinetti, Commissioner, Department of Environmental Resources, by memorandum dated February 18, 2021, advised that pursuant to the terms of the indenture dated September 13, 1994 between Frank M. Flower & Sons, Inc. ("Flower") and the Town, Flower is obligated to provide the Town with a minimum of one million hatchery-produced clams per year, of a minimum size of approximately ten (10) millimeters for planting on unleashed shellfish beds in Oyster Bay and Cold Spring Harbors; and

WHEREAS, Flower was unable to provide the requisite number of clam seed product in 2020, and Flower submitted a check in the amount of \$28,675.00 to the Town, representing the market rate cash equivalent of one million ten (10) millimeter clam seeds; and

WHEREAS, Commissioner Savinetti, by the aforementioned memorandum, requested that the Town Board accept the payment of \$28,675.00 in satisfaction of Flower's contractual obligations to provide clam seed, with funds to be deposited to Account No. TWN A 0001 02705 000 0000, with such funds to be used solely for the purchase of clam seed to be planted in the Oyster Bay/Cold Spring Harbor Complex in Calendar Year 2021,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Town Board hereby authorizes the Town to accept \$28,675.00 as cash in lieu of clam seed, with such funds to be deposited to Account No. TWN A 0001 02705 000 0000 and to be used solely for the purchase of clam seeds to be planted in the Oyster Bay/Cold Spring Harbor Complex.

-#-

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

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

Reviewed By
Office of Town Attorney
[Signature]

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

TO: Memorandum Docket

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

DATE: February 18, 2021

SUBJECT: Juvenile Shellfish Delivery – Frank M. Flower and Sons, Inc.

Pursuant to the provisions of the indenture dated September 13, 1994, between the Town of Oyster Bay and Frank M. Flower & Sons, Inc. the Department of Environmental Resources retains the *"authority to administer and carry out the following procedures"* as it relates to specific contract provisions. Paragraph 6A-2 states *"Lessee shall provide the Town with a minimum of one million (1,000,000) hatchery produced clams per year of a minimum size of approximately ten (10) millimeters for planting on unleased shellfish beds in Oyster Bay Harbor and Cold Spring Harbor."*

Frank M. Flower & Sons, Inc. was unable to provide the requisite 2020 clam seed product. After a series of negotiations with the Town Attorney's Office, Frank M. Flower & Sons, Inc. submitted a check in the amount of twenty-eight thousand six hundred seventy-five dollars (\$28,675), the cash equivalent of one million (1,000,000), ten (10) millimeter clams. The amount offered is consistent with the market rate for clam seed of that size. These fund will be deposited in account # TWN A 0001 02705 000 0000.

In as much as the Department of Environmental Resources has prepared a robust clam seeding program for 2021, and the money will be used solely for the purchase of seed clam for placement in the Oyster Bay/Cold Spring Harbor Complex. The Department of Environmental Resources respectfully requests Town Board approval to accept the cash in lieu of clam seed satisfying the requirements of the above referenced indenture and specifications contained therein.

Louis G. Savinetti
Commissioner



LGB:GB:ca
Attachments

cc: Steven C. Ballas, Comptroller, Office of the Comptroller

THIS INDENTURE, made the 31st day of September, 1994, between the TOWN OF OYSTER BAY (hereinafter referred to as "TOWN"), a municipal corporation having its principal offices at Town Hall, Oyster Bay, New York, hereinafter referred to as the Lessor; and FRANK M. FLOWER & SONS, INC., a domestic corporation having its principal place of business at 2 Bayview Avenue, Oyster Bay, New York, hereinafter referred to as the Lessee;

WHEREAS, the Lessee is the holder of certain lands under water pursuant to the following instruments, to wit:

Lease dated November 7, 1979 between Lessor and Lessee,

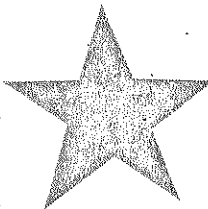
Lease dated October 9, 1979 between Lessor and The Andrew Radel Oyster Company, which lease was transferred to Lessee by assignment dated March 24, 1981, and

Lease dated May 20, 1980 between Lessor and Pine Island Oyster Farms, Inc., which lease was transferred to Lessee by assignment dated October 6, 1993, and

WHEREAS, all of said leases by their terms expire on the 31st day of December, 1997, and

WHEREAS, the Town Board of the Town of Oyster Bay on September 14, 1993, adopted an ordinance amending Chapter 196 of the Code of the Town of Oyster Bay, the Town's Shellfish and Marine Life Ordinance, to provide, in pertinent part, as follows with regard to the renewal of leases of underwater land, to wit:

"In order to facilitate Shellfish cultivation by straightening the exterior lines of leasehold lands included in any existing lease and in order to simplify lot designations, the Town Board may cause a new map of leased shellfish lands to be prepared showing an accurate depiction of the current shoreline of Oyster Bay Harbor, Cold Spring Harbor and Mill Neck Creek, straightened exterior lines for leasehold lands and a consolidation and



renumbering of lots comprising such leasehold lands, and after the preparation of such map and during the term of any existing lease, may accept a surrender of that portion of the lands included in such lease as lie outside such straightened exterior lines and grant additional lands to the leaseholder which lie inside such straightened lines and are adjacent to lands included in such lease and may, upon such terms and conditions as may be imposed by the Town Board after public hearing . . . grant renewal leases for a term not to exceed thirty (30) years which would effectuate such surrender and grant of land, designating the lots granted in such renewal leases in accordance with their designation on the aforesaid new map of leased shellfish lands.", and

WHEREAS, the Town Board of the Town of Oyster Bay caused such new map, dated June 1994, entitled "Town of Oyster Bay, Department of Public Works, Division of Environmental Control, Leased Shellfish Lands", to be prepared by A. James de Bruin & Sons, Civil Engineers & Land Surveyors, which map was adopted on June 7, 1994 by Town Board Resolution No. 438-94 (hereinafter sometimes referred to as the "new map"), and

WHEREAS, the Lessee has heretofore offered to surrender, upon the commencement of the term of this renewal lease, the portions of the lands included in its existing leaseholds, which lie outside the straightened exterior lines of such existing leaseholds, as shown on the new map, and

WHEREAS, the Lessee has also offered to surrender, upon the commencement of the term of this renewal lease, as to other parcels, the lots designated in its existing leases as Lots 6, 7, 8, 24, 30, 54, 55, 56 and 125 on the Town's former map of leased shellfish lands, to wit, the map entitled "Town of Oyster Bay,

Nassau County, New York, Leased Shellfish Lands, Oyster Bay, Cold Spring Harbor, Oyster Bay, Mill Neck Creek, July 1, 1937", prepared by Robert Micknas, Surveyor, and approved and filed in the Office of the Clerk of the Town of Oyster Bay, July 20, 1937, as amended, and

WHEREAS, the Lessee has also offered to surrender, upon the commencement of the term of this renewal lease, the remaining term of its existing leaseholds, to the TOWN, and

WHEREAS, the Lessee and its predecessors have heretofore cultivated shellfish and leased lands under water from the TOWN, and

WHEREAS, the Lessee has heretofore applied to the TOWN for renewal of its leases, excluding the aforesaid lots, which it has offered to surrender, and the portions of the lands included in its existing leaseholds, which lie outside the straightened exterior lines shown on the new map, but including all the lands which lie inside such straightened lines, and

WHEREAS, the TOWN heretofore conveyed certain of its lands under water to the UNITED STATES OF AMERICA by deed dated June 19, 1968, recorded December 18, 1968, subject to rights of the TOWN with regard to the shellfishery thereon, provided that the exercise of such rights not be incompatible with the use of such lands for purposes of a migratory bird refuge and fish and wildlife purposes, and

WHEREAS, the TOWN deems that the continuation of shellfish cultivation by the Lessee upon the lands leased herein is not incompatible with the use of such lands for a

migratory bird refuge, and for fish and wildlife purposes, but to be compatible with such purposes, and in the interests of the TOWN, and the waters of Oyster Bay Harbor and its environs, and

WHEREAS, the TOWN, pursuant to Nassau County Civil Divisions Action, Sections 320.0 to 323.0, is authorized to enter into lease of such lands.

W I T N E S S E T H :

That said Lessor, the TOWN, does hereby accept the Lessee's surrender of the aforesaid lands, lots, and remaining term of its existing leaseholds offered for surrender by the Lessee, said surrender and acceptance to be effective upon the commencement of the term of this renewal lease, and pursuant to the authority granted by the UNITED STATES OF AMERICA, has let and by these presents does let, unto the said Lessee, and the said Lessee has hired and taken and by these presents does hire and take, of and from the Lessor, to be used and occupied by the Lessee solely for the cultivation of shellfish thereon, all the right, title and interest of the Lessor in and to the following described lands under water in the said TOWN, to wit:

ALL those certain lots, pieces and parcels of land under water in Oyster Bay-Cold Spring Harbor, Oyster Bay Harbor and Mill Neck Creek in said TOWN shown and designated as:

<u>Lots Nos.</u>	<u>Acres</u>
1	62.7
2	424.4
3	154.1
4	491.5
5	697.1

on the Map dated June 1994, and entitled "Town of Oyster Bay, Department of Public Works, Division of Environmental Control, Leased Shellfish Lands", prepared by A. James de Bruin & Sons, Civil Engineers & Land Surveyors, approved on June 7, 1994, by Town Board Resolution No. 438-94, for the term of thirty (30) years, beginning on the 1st day of October, 1994, and terminating on the 30th day of September, 2024, at the yearly rent of \$14.47 per acre, to be paid yearly, in advance, commencing on the first day of October, 1994, at the Office of the Supervisor of the said TOWN.

The rent payable shall be adjusted every three (3) years during the term of the lease to reflect increases in the cost of living, as reported in the Consumer Price Index for the New York area, for all items, for Urban Wage Earners and Clerical Workers, as published by the United States Department of Labor, Bureau of Labor Statistics, or the closest successor or substitute index.

As soon after the end of the first three (3) years (viz. as soon after September 30, 1997) as practicable, and as soon after the end of each ensuing three (3) year period, the increased rental for the following three (3) year period shall be calculated. Adjustments in the yearly rent shall thus be made soon after September 30th in the years 1997, 2000, 2003, 2006, 2009, 2012, 2015, 2018, and 2021. In calculating adjustments, the average index for the period from October 1, 1994 to September 30, 1995 shall be the "base index number". The average index for the period from October 1, 1994 to September 30, 1997 shall be the "current

index number" for the first adjustment, and the average index for each ensuing three (3) year period shall be the "current index number" for each ensuing adjustment. The adjustment shall be determined by dividing the current index number by the base index number, and subtracting the integer 1 from the quotient. The results shall be multiplied by the amount of the basic yearly rent.

The resulting products when added to the amounts required to be paid as basic yearly rent, shall be the new yearly rent due for the next ensuing three (3) year period. The parties hereto understand and agree that the additional rental to be paid by the Lessee, based upon an increase in the Consumer Price Index, is only for the purpose of providing additional rental. In no event, is said Consumer Price Index sum, when determined, to be used to decrease the basic rental of \$14.47 per acre per year fixed herein.

The above letting is upon the following conditions, all and every one of which the said Lessee, for itself, its successors and assigns, covenants and agrees to and with the said Lessor to keep and perform:

1. The Lessee shall pay to the Lessor the said specified rent at the time and in the manner above provided.
2. The Lessee shall mark the lands under water above described by stakes, buoys or monuments, which shall be maintained by it, its successors or assigns, during the continuance of this lease. It is understood that the said Lessee shall have a reasonable time within which to repair any damage caused to the aforescribed markings by the elements or other causes beyond

Lessee's control, the TOWN having the right, in all cases, to designate the proper kind, quality, and location of such buoys or other monuments put, placed, or set up on said premises.

3. The Lessee shall not transfer or assign this lease, in whole or in part, nor let or underlet the leased premises or any part thereof without the consent in writing of the Lessor.

4. The Lessee shall comply with all present and future laws, ordinances, orders, requirements, rules and regulations of the Federal, State, County and Town governments, their departments and bureaus, insofar as they relate to the demised premises.

5. It is understood by the parties hereto, and the Lessor specifically recognizes that the lands under water covered by this lease, are of little or no value to the Lessee, if oysters and other shellfish which the Lessee has cultivated and planted are endangered therewith. The Lessor undertakes to the extent that it is able to prohibit pollution of the waters of the harbors, and the Lessee undertakes to the extent that it is able to eliminate or control predators, pests and disease, which are harmful to oysters and shellfish. Lessee shall have the sole right to all shellfish on the lands leased herein, and Lessor will employ Bay constables and such others, in order to prevent poaching and trespassing upon such lands.

If at any time during the term of this lease or renewal thereof, said poaching or trespassing, or the pollution of the waters of the bay, or predators, or disease, or governmental regulations unreasonably prevent or hamper the Lessee in operating

the leased premises for the cultivation of oysters and shellfish, the Lessee shall have the right to terminate the underwater lands affected thereby for the term of this lease by giving not less than one (1) year's notice in writing, to that effect, to the Lessor.

6. The Lessee shall cooperate to the fullest extent possible, in the event that it should become necessary for the Lessor, in carrying out any public improvement, to perform any dredging or other work in the areas covered by this lease, necessitating the relocating or termination of the Lessee's shellfish beds affected thereby.

It is agreed that the Lessee will quit and surrender the lands herein leased at the expiration of the term of this lease; and it is further agreed, that if default shall be made in any of the covenants and conditions herein contained, this lease and the term thereof shall cease and determine with the same effect as in case of expiration of the term thereof, and the Lessee will quit and surrender the said lands, and they shall forthwith revert to the Lessor.

6A-1. The Town Superintendent of Environmental Control or his designee shall be the Town's representative with the authority to administer and carry out the following procedures; Franklin B. Flower, President of FRANK M. FLOWER AND SONS, INC., or his successor in office shall be the representative on behalf of the Lessee.

6A-2. Lessee shall provide the TOWN with a minimum of one million (1,000,000) hatchery produced clams per year of a

minimum size of approximately ten (10) millimeters for planting on unleased shellfish beds in Oyster Bay Harbor and Cold Spring Harbor. If poaching, trespassing, pollution, predators or disease unreasonably prevent or hamper the Lessee in operating its leased premises, and the Lessee terminates its leasehold interests in the underwater lands affected thereby, the number of clams to be provided shall be reduced in the same proportion that the acreage of the affected underwater lands so terminated bears to the total acreage of underwater lands hereby leased.

6A-3. Lessee shall, upon request from the TOWN OF OYSTER BAY, and subject to the availability of boats and equipment, provide the necessary boats and equipment for twelve (12) boat days per year for the first two (2) years of the term of this lease, and for fifteen (15) boat days per year during the remainder of said term, for use by the TOWN, in its shellfish management program. If poaching, trespassing, pollution, predators, disease or governmental regulations unreasonable prevent or hamper the Lessee in operating its leased premises, and the Lessee surrenders its leasehold interests in the underwater lands affected thereby, the number of boat days to be provided shall be reduced in the same proportion that the acreage of the affected underwater lands so terminated bears to the total acreage of underwater lands hereby leased. Lessee shall allow a representative of the North Oyster Bay Baymen's Association to be present on its boats each day that they shall be provided to the TOWN for said program.

6A-4. Lessee shall, when so requested by Lessor or when it finds evidence of starfish excessiveness, utilize its equipment and at its own expense, work to control the starfish population in order to protect shellfish populations of commercial significance in the underwater lands subject to the jurisdiction of the TOWN within Oyster Bay Harbor and Cold Spring Harbor.

6A-5. Lessee shall use its best efforts to control other predators harmful to shellfish within Oyster Bay Harbor and Cold Spring Harbor.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

TOWN OF OYSTER BAY

By:


Supervisor

By:


Town Clerk

FRANK M. FLOWER & SONS, INC.

By:


President

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

On this 3rd day of September, 1994, before me personally came LEWIS J. YEVOLI, to me known, being by me duly sworn, did depose and say that he resides at 29 Serpentine Lane, Old Bethpage, New York, that he is the Supervisor of the Town of Oyster Bay, the municipal corporation described in and which executed the foregoing 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 Town Board of said corporation; and that he signed his name thereto by like order.

Lois A. Tripodi
 Notary Public
 LOIS A. ~~TRIPODI~~ TRIPODI
 NOTARY PUBLIC, State of New York
 No. 30-4828015
 Qualified in Nassau County
 Commission Expires Aug. 31, 1995

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

On this 3rd day of September, 1994, before me personally came CARL L. MARCELLINO, to me known, being by me duly sworn, did depose and say that he resides at 30 Cheshire Avenue, Syosset, New York, that he is the Town Clerk of the Town of Oyster Bay, the municipal corporation described in and which executed the foregoing 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 Town Board of said corporation; and that he signed his name thereto by like order.

Lois A. Tripodi
 Notary Public
 LOIS A. ~~TRIPODI~~ TRIPODI
 NOTARY PUBLIC, State of New York
 No. 30-4828015
 Qualified in Nassau County
 Commission Expires Aug. 31, 1995

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

On this 14th day of September, 1994, before me personally came FRANKLIN B. FLOWER, to me known, being by me duly sworn, did depose and say that he resides at 834 Hilltop Road, Oyster Bay, New York, that he is the President of Frank M. Flower & Sons, Inc., the corporation described in and which executed the foregoing instrument; that he knows the corporate 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.

Lois A. Tripodi
 Notary Public
 LOIS A. ~~TRIPODI~~ TRIPODI
 NOTARY PUBLIC, State of New York
 No. 30-4828015
 Qualified in Nassau County
 Commission Expires Aug. 31, 1995

g:\agreements\flower.agt

SCHEDULE A

ALL those certain lots, pieces and parcels of land under water in Oyster Bay-Cold Spring Harbor, Oyster Bay Harbor and Mill Neck Creek in said Town shown and designated as:

<u>Lots Nos</u>	<u>Acres</u>
1	62.7
2	424.4
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on Map dated June 1994 and entitled "Town of Oyster Bay, Department of Public Works, Division of Environmental Control, Leased Shellfish Lands" prepared by A. James de Bruin & Sons, Civil Engineers & Land Surveyors, approved on June 7, 1994 by Town Board Resolution No. 438-94




EXHIBIT 2

- HOME
- GOVERNMENT
- DEPARTMENTS
- NEWS
- COMMUNITY & SERVICES
- HOW DO I...

ENVIRONMENTAL NAVIGATION

- Animal Shelter and Adopt-a-Pet Center
- Bay Bottom Licensing Program
- Hauppauge Cleanfill/Landfill
- MacArthur Composting Facility
- Multi-Purpose Recycling Facility
- Resource Recovery Agency
- Shellfish Cultivation Facility

Phase III Expansion Proposal

Waiting List for Bay Bottom Licensing

Educational Programs

Oyster and Clam Seed Sales

The Town of Islip sells oyster and clam seed from our own shellfish cultivation facility. Thirty years of experience go into the careful growth of the larvae into various sizes to meet the individual needs of shellfish farmers.

Size (mm)	Oysters/ 1,000	Clams/ 1,000
2.0 - 3.0	\$11.00	\$14.00
3.1 - 4.0	\$13.00	\$15.00
4.1 - 5.0	\$16.00	\$19.00
5.1 - 8.0	\$21.00	\$23.00
8.1 - 11.0	\$25.00	\$28.50
11.1 - 16.0	Upon Request	Upon Request
16.1 - 25.0	Upon Request	Upon Request

Payments: Full payment is due at the time of pick-up. All sales must be PAID IN FULL before product will be released. Payments can be made payable to the Town of Islip by check. Cash will not be accepted.

Orders for Pick-up: When the order is ready for pick up, a hatchery staff member will notify you.

Orders for Delivery: When full payment has been received, a hatchery staff member will assist with scheduling a shipment of your order.

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memoranda dated February 18, 2021, and March 1, 2021, advised that on January 15, 2021, the Department of Parks issued a Request for Proposals ("RFP") for Golf Professional Services and Driving Range Operations for the Hon. Joseph Colby Town of Oyster Bay Golf Course, which RFP was distributed to the Metropolitan Professional Golf Association for distribution to its approximately 700 members, and the RFP was posted on the Town website; and

WHEREAS, in response to that RFP, six (6) responses were timely received by the Department of Parks; and

WHEREAS, after review of all of the responses that were received by the Department of Parks in accordance with both the Procurement Policy and the criteria set forth in the RFP, Commissioner Pinto, by said memoranda, recommended and requested that the Town Board authorize the Supervisor, or his designee, to enter into a license agreement with Lucas Golf, Inc., effective March 17, 2021 through December 31, 2025, with the option of three (3), one (1) year extensions, at a rate of \$70,000.00 base annual revenue, plus \$1,500.00 for every \$5,000.00 increment of gross driving range receipts in excess of \$275,000.00 per year, all payable to the Town; and

WHEREAS, the license agreement shall require further that Lucas Golf, Inc. provide capital improvements of a total approximate value of \$72,000.00 during the first three (3) years of said agreement, at the approximate rate of \$24,000.00 per year, with the nature of the improvements to be mutually agreed upon by the respective parties; and

WHEREAS, the Town Board deems it to be in the best interest of the Town of Oyster Bay to enter into such a license agreement,

NOW, THEREFORE, BE IT RESOLVED, that the recommendation and request as hereinabove set forth, are hereby accepted and approved, and the Supervisor is hereby authorized to execute any and all documents necessary to enter into such license agreement with Lucas Golf, Inc., on the terms set forth hereabove.

-#-

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

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

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

TO: MEMORANDUM DOCKET

FROM: JOSEPH G. PINTO, COMMISSIONER OF PARKS

DATE: MARCH 1, 2021

SUBJECT: SUPPLEMENTAL MEMORANDUM ITEM #4 MD FEBRUARY 24, 2021
CONTRACT AWARD – GOLF PROFESSIONAL SERVICES &
DRIVING RANGE OPERATIONS

On January 15, 2021, the Town of Oyster Bay, Department of Parks, solicited and advertised a Request for Proposals (RFP) for the "Golf Professional Services and Driving Range Operations" at the Joseph Colby Golf Course. In addition to being sent directly to local professionals, this RFP was forwarded to the Metropolitan Professional Golf Association (PGA) for distribution to approximately 700 PGA member professionals in the Metropolitan area. This RFP was also advertised on the Town website. By the deadline of February 12, 2021 six proposals to provide the aforementioned services were received by the Town of Oyster Bay. Upon review and evaluation of the submitted proposals by a panel designated by the Commissioner of Parks, in accordance with the Town's procurement policy, it was determined that the proposal submitted by Lucas Golf Inc. most effectively met the criteria outlined in this Request for Proposals.

The Office of the Inspector General has reviewed the vendor disclosure questionnaires and is satisfied that the procurement policy has been fulfilled.

Based upon the review of the submitted proposals, the Department of Parks requests Town Board authorization for the Town to enter into a contract with Lucas Golf Inc. to provide Golf Professional Services and Driving Range Operations for the golf seasons effective March 17, 2021 through December 31, 2025, with a provision for an additional three (3) one (1) year extensions. The contract provides \$70,000 base annual revenue to the Town. Additionally, the contractor will pay the Town \$1,500 for every \$5,000 of gross driving range receipts in excess of \$275,000 per year. Further, the contract requires the licensee to provide capital improvements of a total approximate value of \$72,000 during the first three (3) years of the contract at the approximate rate of \$24,000 per year, the nature of the improvements to be mutually agreed upon by the parties. It is further requested that the Supervisor or his designee be authorized to execute the agreement, which is being drafted and prepared by the Office of the Town Attorney.



JOSEPH G. PINTO, COMMISSIONER
THE DEPARTMENT OF PARKS

JGP/KC

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

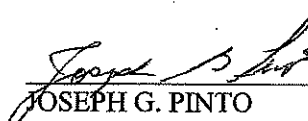
TO : MEMORANDUM DOCKET

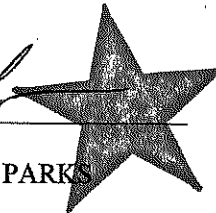
FROM : JOSEPH G. PINTO, COMMISSIONER OF PARKS

DATE : FEBRUARY 18, 2021

SUBJECT : GOLF PROFESSIONAL SERVICES / DRIVING RANGE OPERATIONS
HONORABLE JOSEPH COLBY TOWN OF OYSTER BAY GOLF COURSE
RFP CONTRACT AWARD

The Department of Parks will submit a formal request to authorize a contract for Golf Professional services at the Honorable Joseph Colby Town of Oyster Bay Golf Course, in a supplemental memorandum. Therefore, we recommend and request that a space be reserved at the next Town Board meeting to be held on March 9, 2021.


JOSEPH G. PINTO
COMMISSIONER OF PARKS



JGP/kc

WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memorandum dated March 2, 2021, requested that the Town Board appoint Andrew A. Monteleone, 25 Harriet Drive, Syosset, New York, 11791 to the Town of Oyster Bay Zoning Board of Appeals in Slot No. 44101, for the Town of Oyster Bay for a term commencing from March 10, 2021 through December 31, 2024, at an annual salary of \$22,550.00; and

WHEREAS, funds for said annual salary are available in Account No. B 8010 11000 000 0000,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and Andrew A. Monteleone, is hereby appointed to the Zoning Board of Appeals for the Town of Oyster Bay, at an annual salary of \$22,550.00, for a term from March 10, 2021 through December 31, 2024; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, and that the funds for said payment are to be drawn from Account No. B 8010 11000 000 0000.

-#-

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

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

Reviewed By
Office of Town Auditor
[Signature]

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

To: MEMORANDUM DOCKET

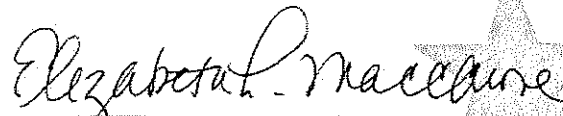
From: ELIZABETH L. MACCARONE
DEPARTMENT OF PLANNING AND DEVELOPMENT

Date: MARCH 2, 2021

Subject: SUPPLEMENTAL MEMO TO DOCKET ITEM NO. 8
DOCKET OF FEBRUARY 23, 2021
APPOINTMENT OF ZONING BOARD OF APPEALS MEMBER
ANDREW A. MONTELEONE

I am respectfully requesting that Mr. Andrew A. Monteleone, 25 Harriet Drive, Syosset, New York 11791 be appointed to the Zoning Board of Appeals in Slot No. 441010 for a term commencing 3/10/2021 through 12/31/2024 at an annual salary of \$22,550.

Further to the above be advised that funds are available for this purpose in Account No. B 8010.11000.000.0000.



Elizabeth L. Maccarone
Commissioner



ELM:dm

Cc: Legislative Affairs

Vicki Spinelli, Deputy Commissioner, Human Resources

ANDREW A. MONTELEONE

25 Harriet Drive
Syosset, New York 11791


aam@amjlaw.com

EDUCATION:

FORDHAM UNIVERSITY SCHOOL OF LAW, NEW YORK, NY
Juris Doctor

JUNE 1999

LONG ISLAND UNIVERSITY – C.W. POST, BROOKVILLE, NY
Masters of Arts Major: Political Sciences

SEPTEMBER 1996

BUCKNELL UNIVERSITY, LEWISBURG, PA
Bachelor of Arts Major: Biology/Political Science

MAY 1995

EMPLOYMENT

MONTELEONE & SIEGEL, PLLC.

Member

January 2016 – Present

Founding member of Firm dealing in Personal Injury Litigation and Criminal Defense.

VILLAGE OF NEW HYDE PARK, NEW HYDE PARK, NY

Village Prosecutor

January 2012 – Present

Prosecute traffic and zoning matters for the Village of New Hyde Park. Completed numerous conferences and traffic trials before Village Justice.

LAW OFFICE OF ANDREW A. MONTELEONE, MINEOLA, NY

Member

June 2004 -- December 2016

Founding member of General Practice Litigation Firm dealing in Criminal and Civil Litigation, Corporate Formation, and Estate Planning.

WADE CLARK MULCAHY, NEW YORK, NY

Associate

SEPTEMBER 2003 to JUNE 2004

Handled civil caseload dealing with insurance defense, appellate briefs, and wrongful death. Completed numerous depositions, settlement conferences and court conferences.

NASSAU COUNTY DISTRICT ATTORNEY, MINEOLA, NY

Assistant District Attorney

AUGUST 1999 to SEPTEMBER 2003

Responsible for the prosecution of criminal defendants from arraignment to jury trial.

EXPERIENCE

NASSAU COUNTY CRIMINAL COURTS BAR ASSOCIATION

Board Member, First Vice President (2020-2021)

JUNE 2004 TO PRESENT

ST. EDWARDS THE CONFESSOR SCHOOL, SYOSSET, NY

School Board Member

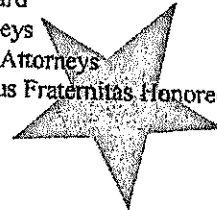
2018-PRESENT



AFFILIATIONS

AND AWARDS:

Bar Admission, New York, January 2000.
Bar Admission, Eastern District of New York, November 2003.
Bar Admission, Southern District of New York, November 2003.
School Board Member, St. Edwards the Confessor School, 2020-present
Lecturer St. Edwards the Confessor Parish, Syosset, New York, 2018 - present
Former President: Former Nassau County District Attorney's Association
Former Chair: Nassau County Bar Association Criminal Law and Procedure Committee
Member: NY State Bar Association, Nassau County Bar Association, Suffolk County Bar Association, Nassau County Columbian Lawyers Association, Long Beach Lawyers Association, Knights of Columbus.
Santa Margherita de Belice Club – 2019 Man of the Year Award
American Institute of Criminal Attorneys 2018 10 Best Attorneys
American Institute of Personal Injury Attorneys 2017 10 Best Attorneys
New York State Fraternal Order of Court Officers 2012 Amicus Fraternitas Honoree



TOWN OF OYSTER BAY

Inter-Departmental Memo

To: MEMORANDUM DOCKET

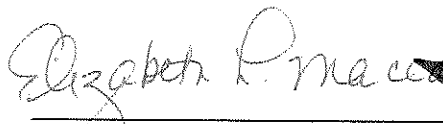
From: ELIZABETH L. MACCARONE, COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT

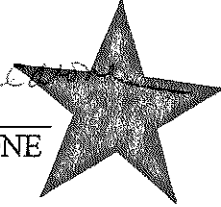
Date: FEBRUARY 19, 2021

Subject: APPOINTMENT OF A ZONING BOARD OF APPEALS MEMBER

SUPPLEMENTAL MEMO TO FOLLOW

Additional information will be provided in a Supplemental Docket Memorandum, I therefore recommend and request that a space be reserved at the next Town Board meeting on March 9, 2021.


ELIZABETH L. MACCARONE
COMMISSIONER



ELM:dm

cc: Legislative Affairs

WHEREAS, STAVAN CENTER L.P., fee owner, and KANG LU USA CORP., doing business as MoCA ASIAN BISTRO, lessee, petitioned the Town Board of the Town of Oyster Bay ("Town Board") for a Special Use Permit to operate a restaurant with a maximum occupancy of 76 or more persons on premises located in a shopping center situated in a Neighborhood Business (NB) Zoning District, located on the northeast corner of Jericho Turnpike and Southwoods Road, Woodbury, Town of Oyster Bay, County of Nassau, State of New York and described as Section 14, Block D Lots 560, 737 and 738 on the Land and Tax Map of Nassau County; and

WHEREAS, a duly advertised public hearing on said Petition was held by the Town Board of the Town of Oyster Bay on 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 this application and by memorandum dated January 8, 2020, recommended Town Board determination that the subject legislation is deemed to fall under the New York State Environmental Quality Review Act, 6 NYCRR, Part 617, Section 617.5(c), Type II Actions List, as Item No. 18, relative to "reuse of a residential or commercial structure, or of a structure containing mixed residential and commercial uses, where the residential or commercial use is permitted use under the applicable zoning law or ordinance, including permitted by special use permit, and the action does not meet or exceeds any of the thresholds in Section 617.4" and as such does not require completion of an Environmental Impact Statement or other environmental consideration; and

WHEREAS, the Nassau County Planning Commission, by letter dated November 24, 2020, recommended local determination of said application; and

WHEREAS, the Town Board of the Town of Oyster Bay, based upon the relevant facts and circumstances presented at the public hearing, and based upon the facts and information within the personal knowledge of the members of the Town Board, finds the following: that because of the area, location, nature and character of the subject property, the below described premises are adequate and suitable for the requested use; that the granting of this application, subject to the imposition of certain covenants, restrictions and provisions, will not adversely affect the present character of the area; and the granting of this application will be compatible with the purposes and objectives of the comprehensive zoning plan of the Town of Oyster Bay; and

WHEREAS, Elizabeth L. Maccarone, Commissioner of the Department of Planning and Development, by memoranda dated January 27, 2020 and December 11, 2020, has advised that the Department of Planning and Development has reviewed the following two (2) plans prepared by John Scott Grupp, R.A., Notaro Grupp Associates, Glen Head, NY:

<u>SHEET NO.</u>	<u>TITLE</u>	<u>PREPARED BY</u>	<u>LAST REVISED</u>
SP-1	Site Plan	John Scott Grupp, R.A.	01/15/2020
A-1.0	Concept Floor Plan	John Scott Grupp, R.A.	11/25/2019

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

NOW, THEREFORE, BE IT RESOLVED, That the Town Board of the Town of Oyster Bay declares that a Special Use Permit to operate a restaurant with a maximum occupancy of 76 or more persons on premises located in a shopping center situated in a Neighborhood Business (NB) Zoning District, located on the northeast corner of Jericho Turnpike and Southwoods Road, Woodbury, Town of Oyster Bay, County of Nassau, State of New York and described as Section 14, Block D Lots 560, 737 and 738 on the Land and Tax Map of Nassau County, is a Type II Action, pursuant to the New York State Environmental Quality Review Act (6 NYCRR, Part 617, Section 617.5[c]), Type II Actions List, Item No. 18; and be it further

RESOLVED, That the Petition of STAVAN CENTER L.P., fee owner, and KANG LU USA CORP., doing business as MoCA ASIAN BISTRO, lessee, for a Special Use Permit to operate a restaurant with a maximum occupancy of 76 or more persons on premises located in a shopping center situated in a Neighborhood Business (NB) Zoning District, located on the northeast corner of Jericho Turnpike and Southwoods Road, Woodbury, Town of Oyster Bay, County of Nassau, State of New York and described as Section 14, Block D Lots 560, 737 and 738 on the Land and Tax Map of Nassau County; and, is hereby GRANTED, on the premises described as follows:

SCHEDULE A

ALL that certain plot, piece or parcel of land, situate, lying and being at Woodbury, Town of Oyster Bay, County of Nassau and State of New York, being more particularly bounded and described as follows:

BEGINNING at a point on the northerly side of Jericho Turnpike NYS Route 25, as widened, distant 72.81 feet from the end of a line connecting the easterly side of South Woods Road with the northerly side of Jericho Turnpike NYS Route 25, as widened, the point or place of BEGINNING. Said point or place of BEGINNING also being the dividing line of the land now or formerly of Bernard Markus and the property described herein;

THENCE along the dividing line the following two (2) courses and distances:

1. North 00 degrees 01 minutes 30 seconds East a distance of 112.63 feet;

2. South 89 degrees 03 minutes 00 seconds West a distance of 90.00 feet to the easterly side of South Woods Road;

THENCE along the easterly side of South Woods Road the following two (2) courses and distances:

1. North 00 degrees 29 minutes 30 seconds East a distance of 548.20 feet;
2. North 00 degrees 19 minutes 30 seconds East a distance of 249.02 feet to the land now or formerly of the Jericho Water District a municipal corporation;

THENCE along said land South 88 degrees 00 minutes 43 seconds East a distance of 491.47 feet to the dividing line of the Map of Caumsett Farms and the property described herein;

THENCE along said dividing line, South 03 degrees 24 minutes 40 seconds West a distance of 889.84 feet to the northerly side of Jericho Turnpike NYS Route 25, as widened;

THENCE along the northerly side of Jericho Turnpike NYS Route 25, as widened, the following two (2) courses and distances:

1. South 89 degrees 33 minutes 34 seconds West a distance of 305.96 feet;
2. Westerly along a curve bearing to the left having a radius of 4,102.10 feet a distance of 48.47 feet to the point or place of BEGINNING.

SAID premises are known and described as Section 14, Block D, Lots 560, 737 and 738 on the Land and Tax Map of the County of Nassau.

and be it further

RESOLVED, That the granting of the Petition herein is subject to the Petitioner obtaining a variance from the Town of Oyster Bay Zoning Board of Appeals for off-street parking; and be it further

RESOLVED, That in accordance with the memoranda of Elizabeth L. Maccarone, Commissioner of the Department of Planning and Development, dated January 27, 2020 and December 11, 2020, the two (2) plans described herein are hereby approved.

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

Supervisor Saladino	Aye
Councilwoman Johnson - 3 -	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Absent

WHEREAS, pursuant to Resolution No. 132-2020, adopted on February 11, 2020, the Town Board approved a special use permit application relative to the premises located at 299 Duffy Avenue, Hicksville (the "Premises") subject to the execution and recording of a Declaration of Restrictive Covenants containing certain voluntary covenants and restrictions ("C&Rs") for the operation of an ancillary, auxiliary service center; and

WHEREAS, included in the C&Rs was a restriction that "detailing, engine repairs, and other automotive repairs, specifically excluding body work, may be performed on the premises only on vehicles brought to the premises by Declarant's employees from Declarant's other locations, it being understood that no body work shall be performed on premises, and that repairs of any other type may not be performed on vehicles brought to the site directly by customers" (the "Subject C&R"); and

WHEREAS, Frank M. Scalera, Town Attorney, and Matthew M. Rozea, Deputy Town Attorney, by memorandum dated March 3, 2021, advised that subsequent to the adoption of Resolution No. 132-2020, the applicant, Duffy Co, LLC commenced an Article 78 special proceeding to challenge the Subject C&R; and

WHEREAS, in an effort to mutually resolve the litigation, the Office of the Town Attorney engaged in discussions with the Petitioners' counsel, which resulted in a settlement proposal pursuant to which the Town would modify the Subject C&R to allow direct customer drop off of vehicles for service at the Premises, provided that the Petitioner will not schedule more than twenty (20) vehicle service appointments per day and will not allow vehicles to overflow onto Duffy Avenue or surrounding residential streets; and

WHEREAS, the Office of the Town Attorney, by the aforementioned memorandum, recommended that the Town Board accept the settlement proposal and approve an Amended Declaration of Voluntary Restrictions in the form attached to this Resolution,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted and approved, and the approval granted pursuant to Resolution No. 132-2020 shall be subject to the voluntary covenants and restrictions imposed upon the Premises by the Petitioners, as set forth in the written instrument attached herewith, to be duly recorded in the Office of the Clerk of Nassau County within one year of this Resolution, and be it further

RESOLVED, That all other terms, conditions, and requirements set forth in Resolution No. 132-2020 shall remain unmodified.

-#-

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

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

Reviewed By
Office of Town Attorney
[Signature]

AMENDED DECLARATION OF RESTRICTIVE COVENANTS

DUFFY CO., LLC, fee owner, with a business address of 299 Duffy Avenue, Hicksville, New York 11801, ("the Declarant"), by this declaration, dated March 9, 2021, declares as follows:

WHEREAS, DUFFY CO., LLC, requested that the Town Board of the Town of Oyster Bay ("Town Board") grant a Special Use Permit to allow for the conversion of 10,230 square feet of existing commercial space located in an LI (Light Industry) District, at 299 Duffy Avenue, Hicksville, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 11, Block H, Lot 352, on the Land and Tax Map of Nassau County, to an ancillary, auxiliary service center for the automobile dealership located at 100 Jericho Turnpike, Jericho, New York; and

WHEREAS, The Town Board, by Resolution No. 132-2020, dated February 11, 2020, approved said request and approved the rescission of the Declaration of Restrictive Covenants, dated October 5, 1990, and recorded in the Office of the Clerk of Nassau County on November 28, 1990, in Liber 10104 of Deeds, page 702, as required by Resolution No. 790-90, adopted on August 13, 1990, which granted a Special Use Permit to erect an office building on the premises, subject to the execution and recording of a Declaration of Restrictive Covenants; and

WHEREAS, the Town Board, by Resolution No. 153 -2021, dated March 9, 2021, has approved an amended Declaration of Restrictive Covenants; and

WHEREAS, said Declarant, for the purpose of preserving the value, and in order to assure the orderly development of the below described premises in Schedule "A" herein, and for the benefit and protection of persons and property in the area, do hereby voluntarily impose the following covenants and restrictions with respect to the premises identified as being located at 299 Duffy Avenue, Hicksville, Town of Oyster Bay, New York, which will run with the land and be binding upon said Declarants, their successors and/or assigns,

NOW, THEREFORE, said Declarant, does hereby covenant and declare as follows:

1. That the Declaration of Restrictive Covenants, dated October 5, 1990, and recorded in the Office of the Clerk of Nassau County on November 28, 1990, in Liber 10104 of Deeds, page 702, as required by Resolution No. 790-90, adopted on August 13, 1990, which granted a Special Use Permit to erect an office building on the premises, is hereby rescinded and that this Declaration shall supersede any previously recorded Declaration of Restrictive Covenants filed with the County Clerk of Nassau County and affecting the subject premises.

Reviewed By
Office of Town Attorney
[Signature]

2. That detailing, engine repairs and other automotive repairs, but specifically excluding body work, may be performed on the premises provided that no more than twenty (20) vehicles shall be permitted to be brought by its owner to the premises per day.

3. That detailing, engine repairs and other non-body work are not to be performed outdoors on the premises. Work shall be performed in the work bays located in the building.

4. That the business on the premises shall only be open Monday through and Saturday, inclusive, from 7:30 o'clock am until 6:00 o'clock pm, and shall be closed on Sundays.

5. That no vehicles shall be sold or leased, retail or wholesale, on or from the premises.

6. That no vehicles shall be stored on the premises overnight, except those vehicles which are in the process of being repaired, and no vehicles whatsoever shall be stored outdoors overnight on the premises.

7. That employees of Declarant or independent contractors working for Declarant must use the parking spaces provided on the subject site and shall not park on the streets surrounding the subject site. Further, Declarant will not permit vehicles to overflow onto Duffy Avenue or the surrounding streets where residences are located.

8. That there shall be no banners, flags and/or other extraneous signs installed or displayed on the premises, and that any and all signs to be erected and maintained shall comply with all applicable provisions of laws or ordinances of the Town of Oyster Bay.

9. That the entire area shall be policed daily and shall be continuously maintained and kept in good repair, free of all papers, trash, and debris.

10. That the entrance and exit areas shall be left open and uncluttered so as to permit easy access for vehicles entering or leaving the premises.

11. That all exterior lighting shall be focused only on the subject premises and shall not penetrate into adjoining areas.

12. That there shall be strict compliance with any and all laws, ordinances and regulations of the Nassau County Fire Marshal's Office and all other agencies and departments of the Town of Oyster Bay, the County of Nassau and the State of New York.

13. That no Certificate of Occupancy shall be issued unless and until the development of the site is in conformance with the below listed three (3) plans prepared by Marc Pilotta, P.E., Key Civil Engineering, Holtsville, New York, and two (2) plans prepared by John Schimenti, R.A., John Schimenti, P.C., Lynbrook, New York, reviewed in accordance with Section 246-6, "Site

Plan Review", of the Zoning Code of the Town of Oyster Bay, recommended for acceptance by Elizabeth L. Maccarone, Commissioner of the Department of Planning and Development, by memorandum dated October 8, 2019, and approved by the Town Board of the Town of Oyster Bay, including any and all amendments that the Town Board may have required to said plans. Any major modifications to said plans subsequent to approval by the Town Board may be done only by Town Board Resolution. The plans are as follows:

<u>SHEET NO.</u>	<u>TITLE</u>	<u>PREPARED BY</u>	<u>DATE</u>
C-1	Site Plan	Marc Pilotta, P.E.	09/06/19
C-2	Landscaping & Lighting Plan	Marc Pilotta, P.E.	09/06/19
C-3	Site Details	Marc Pilotta, P.E.	09/06/19
A-101.00	First Floor Construction Plans	John Schimenti, R.A.	08/29/19
A-300.00	Exterior Elevations	John Schimenti, R.A.	08/29/19

14. That in the event Declarants seek permission to make a change to the subject building or property after the date of the granting resolution, the Commissioner of 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 Commissioner shall have final approval of same. Any major modification to the building or property shall be accomplished only by Town Board Resolution.

15. That in the event of any violation of any kind of the restrictions, covenants or provisions recited herein, or any ordinances or regulations, and failure to remedy such violation within thirty (30) days after notice by the Town to the then owner of the real estate or the current operator of the subject premises, or any mortgagee, the Town shall have the right to suspend or revoke forthwith, the special use permit granted, unless a cure for such violation has been commenced or is being diligently pursued.

16. 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.

SCHEDULE A

ALL that certain plot, piece or parcel of land situate, lying and being at Hicksville, Town of Oyster Bay, County of Nassau and State of New York, more particularly bounded and described as follows:

BEGINNING at a point on the southerly side of Duffy Avenue (a/k/a Duffys Lane, a/k/a Duffy Lane), distant 475.44 feet easterly from the northerly end of the arc of a curve connecting the southerly side

of Duffy Avenue with the easterly side of Henrietta Street, as widened;

RUNNING THENCE along the southerly side of Duffy Avenue, North 76 degrees 49 minutes 40 seconds East, 250.00 feet to the westerly side of Frank Road (private road);

RUNNING THENCE southerly along the westerly side of Frank Road (private road), South 08 degrees 55 minutes 20 seconds East, 200.00 feet;

RUNNING THENCE South 76 degrees 49 minutes 40 seconds West, 250.00 feet;

RUNNING THENCE North 08 degrees 55 minutes 20 seconds West, 200.00 feet to the southerly side of Duffy Avenue at the point or place of BEGINNING.

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

DUFFY CO., LLC, Fee Owner

BY: _____, Managing Member

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

On the day of in the year 2021 before me, the undersigned, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

#17

Town of Oyster Bay Inter-Departmental Memo

To: Memorandum Docket

From: Office of the Town Attorney

Date: March 3, 2021

Subject: Settlement of Litigation
Duffy Co., LLC, et al. v. Town of Oyster Bay, et al.

On February 11, 2020, the Town Board adopted Resolution No. 132-2020, which approved a special use permit application relative to the premises located at 299 Duffy Avenue, Hicksville (the "Premises") subject to the execution and recording of Declaration of Restrictive Covenants containing certain voluntary covenants and restrictions ("C&Rs") for the operation of an ancillary, auxiliary service center for the automobile dealership located at 100 Jericho Turnpike, Jericho.

Among those C&Rs was a restriction that "detailing, engine repairs, and other automotive repairs, specifically excluding body work, may be performed on the premises only on vehicles brought to the premises by Declarant's employees from Declarant's other locations, it being understood that no body work shall be performed on premises, and that repairs of any other type may not be performed on vehicles brought to the site directly by customers" (the "Subject C&R").

Subsequent to the Town Board's adoption of Resolution No. 132-2020, but before the applicant signed and recorded the C&Rs, the applicant retained new counsel, who commenced an Article 78 special proceeding. In that proceeding, the applicant challenged the Subject C&R on the basis that (i) the applicant did not agree to the Subject C&R, (ii) that there was no testimony nor any other evidence indicating that any actual traffic flow problems at the Premises would result from its use as a repair facility, and (iii) that the Town Board's decision to impose the Subject C&R was arbitrary and capricious.

Following service of the Article 78 Petition, this Office contacted the Petitioners' counsel to discuss the matter and the impetus for the Article 78 proceeding. This Office learned that one of the "feeder facilities" from which the Premises would receive vehicles limited the types of vehicles that it services. Thus, by extension, the Premises would see a corresponding reduction in service appointments and traffic.

In a further effort to address traffic considerations, this Office secured an agreement from the Petitioners that no more than twenty (20) vehicles (an average of about two [2] customers per hour given the 7:30 a.m. to 6:00 p.m. hours of operation) shall be permitted to be delivered by their owner per day. Additionally, the Petitioners agree to not permit vehicles to overflow onto Duffy Avenue or the surrounding streets where residences are located. These provisions have been incorporated into a proposed Amended Declaration of Voluntary Covenants and Restrictions. If

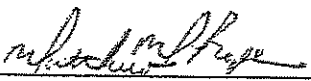


adopted, the amended voluntary covenants and restrictions would be subject to enforcement according to the governing provisions of the Town Law and Town Code.

This Office recommends that the Town Board authorize settlement of the litigation consistent with the terms set forth herein. A Resolution authorizing such settlement, with the proposed Amended Declaration of Voluntary Restrictions, is attached herewith.

Kindly suspend the rules and add this matter to the March 9, 2021 Town Board Action Calendar.

FRANK M. SCALERA
TOWN ATTORNEY

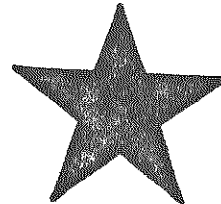

By: Matthew M. Rozea
Deputy Town Attorney

MMR:mmr

Enclosure

2020-7820

S:\Attorney\RESOS 2021\MD & RESO\Duffy Co Litigation Settlement MMR.docx



WHEREAS, New York State General Municipal Law ("NYS GML"), Section 104-B, requires every town to adopt internal policies and procedures governing all procurement of goods and services not subject to the bidding requirements of General Municipal Law, Section 103, or any other law; and

WHEREAS, the Town of Oyster Bay, both by Ordinance and by departmental policies and procedures, has a long established framework for the procurement of goods and services; and

WHEREAS, it is desirable to have said policies and procedures embodied in one document; and

WHEREAS, comments have been solicited from those officers of the Town involved with procurement; and

WHEREAS, the Procurement Policies and Procedures of the Town of Oyster Bay were most recently adopted by the Town Board on January 7, 2020, by Resolution No. 43-2020; and

WHEREAS, it is the practice of the Town Board to review the procurement policies and procedures from time to time as the Town Board deems appropriate or necessary, and NYS GML Section 104-B(4), requires every municipality to annually review its procurement policies and procedures,

NOW, THEREFORE, BE IT RESOLVED, That the Town of Oyster Bay does hereby adopt the following procurement policies and procedures:

Guideline 1. So that a determination can be made as to the applicability of NYS GML Sections 103 and 104-B and this procurement policy, the Department of General Services, Division of Purchasing (hereinafter referred to as "Purchaser") shall estimate the cumulative amount of the items of supply or equipment needed in a given fiscal year. That estimate shall include the canvass of other town departments and past history to determine the likely yearly value of the commodity to be acquired. The information gathered and conclusions reached shall be documented and kept with the file or other documentation supporting the purchase activity.

Guideline 2. All purchases of supplies or equipment which will exceed \$20,000.00 within the twelve (12) month period commencing on the date of purchase, and public work and service contracts over \$35,000.00, shall be formally bid pursuant to NYS GML Section 103, inclusive of all future statutory amendments, deemed to be incorporated by reference, as if cited in its entirety herein.

Reviewed By
Office of Town Attorney
[Signature]

Guideline 3(a). All estimated purchases of supplies or equipment:

of \$10,000.00 or more, up to and including \$20,000.00, shall require a written Request for a Quote ("RFQ") and written, fax, or electronic quotations from at least three (3) vendors.

of \$5,000.00 or more, but less than \$10,000.00, require an oral or written request and written, fax or electronic quotations from at least two (2) vendors.

of less than \$5,000.00 require an oral, written, fax or electronic quotation from at least one (1) vendor.

Guideline 3(b). All estimated public work and service contracts:

of \$15,000.00 or more, up to and including \$35,000.00, require a written RFQ, and written, fax or electronic quotations from at least three (3) contractors.

of \$7,500.00 or more, but less than \$15,000.00, require a written RFQ and written, fax or electronic quotations from at least two (2) contractors.

of less than \$7,500.00 require a written, fax or electronic quotation from at least one (1) contractor.

Guideline 3(c). Individual equipment leases, the annual costs of which are estimated to be:

in excess of \$35,000.00, require a formal bid, which bid shall be conducted consistent with the provisions of NYSGML Section 103.

\$15,000.00 or more, up to and including \$35,000.00, require a written Request for a Quote ("RFQ"), and written, fax or electronic quotations from at least three (3) vendors.

\$7,500.00 or more, but less than \$15,000.00, require written, fax or electronic quotations from at least two (2) vendors.

- less than \$7,500.00, require a written, fax or electronic quotation from at least one (1) vendor.

Leases of multiple pieces of equipment, intended for use in one project, shall, for the purpose of this Guideline, be considered an individual lease.

Real property leases, due to their unique nature, are specifically excluded from this Guideline.

Guideline 3(d). Any written Request for a Quote ("RFQ") shall describe the desired goods including brand and model number (if applicable), quantity and the particulars of delivery including mode of delivery and time parameters for delivery. The Purchaser shall compile a list of all vendors from whom written/oral/fax/or electronic quotations have been requested, and the written/fax/oral/electronic quotations offered. Any oral quotation received shall be confirmed in writing.

All responses to an RFQ or bid proposal shall be kept confidential until such time as the contract for work or goods is awarded and thereafter all documents responsive to the RFQ/bid proposal shall be subject to disclosure pursuant to the applicable provisions of the New York State Public Officers Law. It shall not be a breach of the confidentiality contemplated by this Guideline for the Town to share the potential vendor's information with entities selected by the Town to review and assess such information.

All information gathered in complying with the procedures of this Procurement Policy shall be preserved and filed in accordance with the Retention and Disposition Schedule for New York Local Records, with the documentation supporting the subsequent purchase or public work and service contracts.

Guideline 4. For all purchases and/or services sought to be procured under Guidelines 2 and 3 hereof, the lowest responsible vendor or contractor meeting specifications shall be awarded the purchase, public work or service contract.

For purposes of this policy, a "responsible bidder" or "responsible vendor or contractor" shall be defined as a person or entity that has the capability in all respects to perform fully and reliably the contract requirements. The terms "fully" and "reliably" shall authorize the Town to consider two distinct categories of criteria: whether the bidder has the ability to perform, and whether the bidder is dependable to perform.

In determining whether a bidder is capable of "fully" performing the contract, the Town shall consider objective criteria such as the bidder's financial resources; labor, facilities and equipment; skill, experience in terms of ability to perform, and bidder holding current, valid applicable licenses and permits.

Reliability calls for a more subjective analysis and the Town shall consider criteria such as the bidder's ethical integrity, reputation, experience for successfully performing and completing projects, claims history, and litigiousness.

The Town's Inspector General, in consultation with the Town Attorney and the Commissioner/Department Head issuing the bid request or Request for a Quote ("RFQ"), shall be the final arbiter as to whether a bidder is deemed to be "responsible." The proposed bidder, vendor or contractor shall be required to cooperate with the Inspector General and submit any documentation requested, including the filing of a completed disclosure questionnaire with the Town's vendor monitoring system.

If a vendor or contractor is not deemed responsible or does not meet specifications, facts supporting that judgment shall also be documented and filed with the

record supporting the procurement. As provided in NYS GML Section 103, the Town may reject all bids or offers and re-advertise for new bids or offers in accordance with this Procurement Policy.

Guideline 5. Except when directed by the Town Board, no solicitation or written proposals or quotations shall be required under the following circumstances:

- a. Emergencies or extended exigent circumstances as deemed appropriate;
- b. Sole source vendors or providers of services, including, but not limited to, the procurement of those with a unique skill set, including: performers; artists; presenters; judges of talent, art or other objects; umpires and referees; arts organizations; and fitness, dance and sports instructors, etc.;
- c. Goods procured from or services provided by agencies for the blind or severely handicapped;
- d. Goods procured from correctional facilities;
- e. Goods, including surplus, procured from another governmental agency;
- f. Media advertising and public notices;
- g. Goods and services procured through existing Federal, State or County contracts or contracts let by any political subdivision or district therein, which contracts have been made available for use by other governmental entities and which have been let to the lowest responsible bidder or on the basis of best value in a manner consistent with New York State Municipal Law Section 103; and
- h. Goods purchased at auction.

The Purchaser shall forward to the Town Attorney documentation substantiating its position that the proposed procurement qualifies under one of the circumstances set forth hereinabove under Guideline 5a or 5b. If, in the opinion of the Town Attorney, the proposed procurement does so qualify, then the Town Attorney shall issue a written determination to that effect, obviating the need for written proposals or quotations. In the event that the Town Attorney determines that the proposed procurement does not qualify under Guideline 5, the Purchaser shall be directed to comply with the policy by seeking and obtaining the required number of proposals or quotations.

The determination that a proposed purchase qualifies under Guideline 5 negating the need for proposals or quotations does not satisfy the requirement that the proposed vendor be deemed responsible to the satisfaction of the Inspector General, which shall be accomplished before a contract is awarded. In the event of emergencies or extended exigent circumstances, as determined by the Town Attorney, a contract may be awarded, and the documentation to determine the responsibility of the vendor shall be submitted to

the Inspector General as soon as possible thereafter. In the event that an emergency requires the completion of procurement prior to a Town Board meeting, the Department seeking said procurement shall seek ratification of the procurement by the Town Board at the next scheduled Town Board meeting.

Guideline 6(a). From time to time, Town Departments retain individuals or companies to provide various professional services and certain other services requiring a special or technical skill, training or expertise. The service provider must be chosen based on accountability, reliability, responsibility, skill, education and training, professional judgment and integrity. The qualifications of the service provider is are of prime importance to the successful and expedient completion of any project and are not necessarily found in the individual or company that offers the lowest price. For that reason, the following professional services and certain other services are not covered by the competitive bidding requirements of NYS GML Section 103, and are exempt from coverage under NYS GML Section 104-b:

PROFESSIONAL SERVICES:

Accountants
Appraisers
Architects
Attorneys
Auctioneers
Bond Counsel
Bond Rating Firms
Computer Consultants
Court Reporters
DJ Services
Doctors
Engineers
Environmental Consultants
Expense Reduction Services
Financial Advisors
Fiscal Consultants
Food Services
Hearing Officers
Insurance Brokers
Insurance Coverage Providers
Land Surveyors
Messenger Services (including armed service)
Nurses
Photographers

Physicians
Planning Consultants
Process Servers
Stenographers
Time Keeper - Road Races
Title Companies
Training Professionals
Underwriters
Veterinarians
Weather Services

Notwithstanding the exemption, this Town Board recognizes that the establishment of formal policies and procedures would assist in ensuring that the most prudent and economical use is made of public monies, thus facilitating the acquisition of services of the best possible quality at the most beneficial cost. Seeking competition also guards against favoritism, extravagance, fraud and corruption, while allowing interested vendors a fair and equal opportunity to compete.

For the foregoing reasons, the following Qualification Based Selection (QBS) procedures shall be utilized:

The Department ("Department") seeking to obtain a service shall prepare a written Request for Proposals ("RFP"), including a description of the proposed project, information regarding the approximate budget of the project, and any other relevant information.

The Department shall prepare a list of criteria to be used in evaluating submissions of qualifications. The criteria shall include, but not be limited to:

1. Magnitude, scope, and complexity of the services to be rendered;
2. Experience of the firm in assignments of similar size, scope, and complexity;
3. Special knowledge relevant to project;
4. Special equipment or facilities relevant to project;
5. Size, staffing, resources, and financial capability of the firm vs. the size of the assignment;
6. Knowledge and experience with Town facility(ies) and programs involved in the assignment;

7. Past performance with the Town;
8. Time constraints and deliverability of service;
9. Firm's current workload with the Town; and
10. Cost and/or estimated man-hours necessary.

In addition, the person or entity submitting a proposal shall set forth whether they will require subcontractors to complete the project. Any subcontractors must be approved by the Inspector General and the Town Board.

If the Department contemplates that the cost for the services to be rendered or product to be delivered may be recovered by the Town under a grant, the Department shall require the entity completing the response to the RFP to include provisions in its proposal to comply with the applicable grant program (i.e., MWBE, SDVOB, etc.).

It is expressly acknowledged that the quality of the services to be rendered is of paramount importance. However, it is further expressly acknowledged that the cost of the services to be rendered is a substantial concern. Therefore, the Department shall, in every instance, justify to the Town Board, as hereinafter set forth, the cost of the services to be rendered.

Guideline 6(b). Architectural, Engineering, Environmental and Surveying firms are invited to file a Federal Form SF 330 with the Town, which form will remain on file for a period of one year. Said firm will be required to provide updates on an annual basis. When such services are required, the Department seeking said services shall send an RFP to all firms which have a current Federal Form SF330 on file with the Town which details experience corresponding to the project scope. The RFP shall contain the project description, the criteria for evaluation, the date by which the firm must respond, and the name of a contact person in the Department. The Department shall obtain at least three (3) qualified proposals.

Guideline 6(c). For all other professional services, the Department seeking said services shall make every reasonable effort to compile and maintain a current list of persons or entities interested in performing professional services for the Town; and, utilizing such list, the Department shall send the RFP by mail or email to those interested persons or entities in an effort to obtain at least three (3) qualified proposals for any and all such services to be rendered, unless it is reasonably determined by the respective Commissioner or Department Head that the value of the type of services to be provided will

not exceed \$5,000.00 per year, in which event only one (1) qualified proposal need *be* obtained. In every instance, the Department shall endeavor to make a fiscally prudent selection.

The Department shall also post the RFP or notice of the RFP on the Town's website and request the Town Clerk to post the RFP or notice of the RFP on the Town's bulletin boards. In an effort to obtain additional quotations, the Department at its option, may advertise the RFP or notice of the RFP in a newspaper of general circulation, consistent with the procedures for advertising a public bid under NYS GML Section 103. Such publication shall satisfy the foregoing provisions of this Procurement Policy relating to the number of proposals required, regardless of how many proposals are actually received by the Department.

The Department will review all submitted material and rank the firms in order of qualifications for this project. The basis on which the firms were ranked shall be documented in writing. At its discretion, the Department may elect to interview each firm, make visits to each firm, or inspect prior work done by each firm. In ranking firms' proposals, the Department Head, or their designee, should form a ranking committee, the size and composition of which shall be within the discretion of the Department Head, or their designee. The following criteria should be considered in reaching that determination: (i) the complexity and scope of the RFP; (ii) prospective reviewers' prior experience with the subject matter of the RFP, (iii) any ethical considerations, particularly with respect to Guideline 9, and (iv) prospective reviewers' familiarity with the Town's Procurement Policy and related procedures.

The Department shall inform each of the firms that they must complete a disclosure questionnaire, (submitted through the Town's vendor monitoring system), Form W9, and other documentation required by respective Department Head and/or the Inspector General so that the Inspector General may make a determination if the firm is a responsible bidder. The firm whose Federal Tax Identification Number is submitted to the Inspector General is the only firm the Comptroller shall be authorized to pay under that specific contract.

The Department shall then initiate negotiations with the highest qualified firm. If a satisfactory agreement cannot be negotiated with the firm considered the most qualified, at a fee determined to be fair and reasonable, then negotiations with said firm shall be terminated and negotiations then undertaken with the second most qualified firm. Failing accord with the second most qualified firm, negotiations shall terminate with it and then be undertaken with the third most qualified firm.

If acceptable terms cannot be reached with the three highest ranked firms, the selection process shall be terminated and the project shall be re-evaluated by the Town.

If acceptable terms are reached with one of the three highest ranked firms, the Department shall, in writing, notify the Town Board thereof, and make an appropriate recommendation in connection therewith, including justification for the cost of the services to be rendered.

Guideline 6(d). A Department may issue an RFP seeking to secure a number of professional service providers in any given field for a period of years, and after selecting those providers the Department shall, in writing, advise the Town Board accordingly and make a recommendation in connection therewith that the Department, during that period, may select any of the selected providers to perform said services.

Guideline 6(e). All agreements for professional services shall clearly state the agreement term, and the number and length of extensions, if any. The Department shall advise the Town Board of this information prior to the approval of any agreement.

When exercising any extension option, the Department shall obtain approval from the Town Board after advising the Town Board of the agreement terms exercised to date, the provision currently being exercised, and whether there are any remaining extensions. If a Department seeks to extend an agreement for a period that would end beyond three (3) years from the original commencement date of the agreement, it shall first issue a new RFP to determine if exercising the option is in the best interests of the Town, unless an RFP for the respective subject matter has been issued within the previous two years. When requesting Town Board approval of an extension of an agreement, which agreement when extended would end beyond three (3) years from the original commencement date of the agreement, the Department shall advise the Town Board that either: i) an RFP has been issued within the past two years; or ii) it issued an RFP and that it is in the best interests of the Town to exercise the option, if applicable. Prior to requesting Town Board authorization of an extension, the Department shall inform the vendor(s) that it/they must complete a disclosure questionnaire and other documentation required by the Inspector General and/or the respective Department, so that the Inspector General may make a determination if the firm continues to be a responsible vendor/service provider.

No Department may recommend authorization of any task under a professional services agreement unless it is reasonably believed that said task will be completed prior to the expiration of the agreement.

All responses to an RFP shall be kept confidential until such time as the contract for work or goods is awarded and thereafter all documents responsive to the RFP shall be subject to disclosure pursuant to the applicable provisions of the Public Officers Law. It shall not be a breach of the confidentiality contemplated by this Guideline for the Town to share the potential vendor's information with entities selected by the Town to review and assess such information.

Guideline 7. A good faith effort, documented in writing, shall be made to obtain the required number of proposals or quotations. If the respective Department or Purchaser is unable to obtain the required number of proposals or quotations, the respective Department Head or Purchaser shall forward to the Town Attorney documentation regarding the attempt to obtain proposals or quotations, including the number of service providers in the field, the number of Requests for Proposals sent out and the number of responses received. If, in the opinion of the Town Attorney, the respective Department or Purchaser has made an adequate attempt to obtain proposals or quotations, and was not able to obtain the requisite number of same, then the Town Attorney shall issue a written determination that the Department or Purchaser has complied with the provisions of this Procurement Policy. In the event that the Town Attorney determines that the Department or Purchaser has not made an adequate attempt to obtain proposals or quotations, the respective Department Purchaser shall be directed to make a further attempt to obtain same. In no event shall the inability to obtain the proposals or quotations be a bar to the procurement.

Guideline 8. The Commissioner or Department Head, or designee thereof, of each department responsible for procurement of services, supplies, equipment, or construction obtained with Federal, State or Local funds, shall review all proposed procurement actions to avoid the purchase of unnecessary or duplicative items. Such reviews shall consider consolidation or breaking out to obtain a more economical purchase. When determined appropriate by the respective Commissioner, Department Head, or their designee, an analysis should be made of lease versus purchase alternatives and any other analysis to determine the most economical approach.

Guideline 9. No employee, officer or agent of the Town of Oyster Bay shall participate directly or indirectly in the selection or in the award or administration of any contract if a conflict, real or apparent, would be involved. Such conflict would arise when a financial or other interest in a firm selected for award is held by:

1. An employee, officer or agent involved in making the award;
2. His/her relative including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, domestic partner

(as defined by NYS law), father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepsister, stepbrother, half-brother, or half-sister;

3. His/her partner; or
4. An organization which employs, is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

Guideline 10. Any actual or prospective contractor may protest the solicitation or award of a contract for serious violations of the principles of this Policy. Any protest against solicitations must be received before the due date for receipt of bids or proposals, and any protest against the award of a contract must be received within ten calendar days after contract award, or the protest will not be considered. All bid protests shall be in writing, submitted to Purchasing Agent or the Commissioner of the Department of General Services. The Purchasing Agent or the Commissioner of the Department of General Services may, at his/her discretion, suspend the procurement pending resolution of the protest, if warranted by the facts presented.

Guideline 11. These policies and procedures shall be reviewed from time to time, and shall be reviewed at least annually by the Town Board.

Guideline 12. In accordance with the requirements of NYS GML 104-B(2)(f), the following individual is responsible for the purchase of goods and services:

Eric Tuman - Commissioner, Department of General Services, or his successor

Guideline 13. The Town Board shall adopt a separate Resolution setting forth the procedures, rules and regulations to be followed for the disposal of the Town's surplus personal property.

Insofar as these policies and procedures are inconsistent with any existing Town policy or procedure, the provisions of this Resolution shall be controlling.

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

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

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


TO : MEMORANDUM DOCKET
FROM : OFFICE OF THE TOWN ATTORNEY
DATE : March 4, 2021
SUBJECT: Procurement Policy and Procedure

New York State General Municipal Law Section 104-B(4) requires that the Town annually review its Procurement Policies and Procedures. The current resolution setting forth the Town's Procurement Policy and Procedures is Resolution No. 43-020, which was adopted on January 7, 2020.

In connection with its annual review, the Office of the Town Attorney, after consultation with, and receiving input from, the Inspector General, the Office of the Comptroller, the Department of General Services, and the Departments of Public Works/Highways, requests and recommends that the attached resolution, containing the revised Procurement Policy and Procedures, be adopted by the Town Board.

It is requested that the rules be suspended and this matter be placed on the action calendar for the March 9, 2021 Town Board meeting.

FRANK M. SCALERA
Town Attorney


Thomas M. Sabellico
Special Counsel

TMS:nb
Enc.

