

Meeting of April 16, 2019

Resolution No. TF-7-2019

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

ITEM NO.	DEPT.	AMOUNT	FROM
018-19	IGA	\$40.02	IGA CD 8676 48280 745 CD17
			TO
		\$40.02	IGA CD 8668 48250 732 CD17
			FROM
	IGA	\$.03	IGA CD 8676 48280 751 CD17
			TO
		\$.03	IGA CD 8668 48250 732 CD17
			FROM
019-19	IGA	\$13,770.00	IGA CD 6293 48080 000 CW18
			TO
		\$13,770.00	IGA CD 6293 48020 000 CW18
			FROM
020-19	HWY	\$1,000.00	HWY DB 5110 41600 000 0000
			TO
		\$1,000.00	HWY DB 5110 25000 000 0000
			FROM
021-19	PKS	\$12,000.00	PKS A 7110 46300 000 0000
			TO
		\$12,000.00	PKS A 7110 41400 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
Councilman Muscarella	Aye
Councilman Macagnone	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye

cc: Supervisor
Town Attorney
Comptroller
Intergovernmental Affairs
Highway
Parks

Reviewed By
Office of Town Attorney



2A
3-26-19

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

TO: Memorandum Docket
FROM: Frank V. Sammartano, Commissioner
Intergovernmental Affairs
DATE: March 19, 2019
SUBJECT: Transfer of Funds

FROM


IGA CD 8676 48280 745 CD17 (Public Service YES Community Counseling)	\$40.02
IGA CD 8676 48280 751 CD17 (Public Service Centro Cultural Hispano)	\$.03

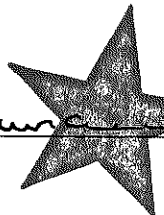
TO

IGA CD 8668 48250 732 CD 17 (Residential Rehabilitation)	\$40.05
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JUSTIFICATION

This transfer is respectfully requested to expend CDBG remaining funds not utilized by the above mentioned public services.


Frank V. Sammartano
Commissioner



FSV/PA
cc: Town Attorney w/ 7 copies

1280

2B
3-26-19

TOWN OF OYSTER BAY
Inter-Departmental Memo

March 20, 2019

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


AMOUNT: \$ 13,770.00

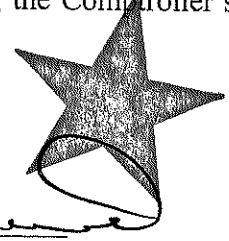
FROM:	IGA CD 6293 48080 000 CW18 (Support Services-Contractual)	\$ 13,770.00
TO:	IGA CD 6293 48020 000 CW18 (On Job Training)	\$ 13,770.00

The above listed transfer of funds is required to accommodate the Department of Intergovernmental Affairs (IGA), Division of Employment and Training's (DET) Workforce Innovation and Opportunity Act (WIOA) program expenses. All of the above referenced WIOA program funding is provided to the Town through a federal grant passed through the New York State Department of Labor.

As IGA DET is informed by NYS DOL of its annual appropriation of WIOA funding, IGA DET makes projections as to how that funding will be utilized on program expenses over the course of the fiscal year. As the fiscal year advances and actual expenditures vary from preliminary projections, transfers of WIOA funds are required to accommodate present day WIOA program needs. We therefore respectfully request a Town Board resolution authorizing the Comptroller's office to complete the above listed transfers of funds.

Thank you for your attention to this matter.


Frank V. Sammartano
Commissioner



FVS:dp
cc: Town Attorney, 7 copies

2A

TOWN OF OYSTER BAY
Inter-Departmental Memo

March 25, 2019

TO: MEMORANDUM DOCKET

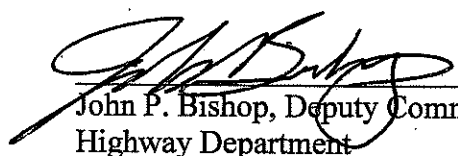
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: TRANSFER OF FUNDS

Town Board authorization is requested to transfer the following funds:

<u>Account No.</u>	<u>Object Description</u>	<u>Amount</u>
<u>From:</u> HWY DB 5110 41600 000 0000	MATERIALS AND SUPPLIES	\$1,000.00
<u>To:</u> HWY DB 5110 25000 000 0000	EQUIPMENT	\$1,000.00

This transfer is necessary to use the 25000 Equipment Account for the purchase of any equipment and/or tools that cost over \$100.00 as required by the Comptroller's Office.


John P. Bishop, Deputy Commissioner
Highway Department

JPB/dp

C: Town Attorney (7)
Comptroller's Office
Richard Lenz, P.E., Commissioner of DPW/Highway



2B

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner
Department of Parks

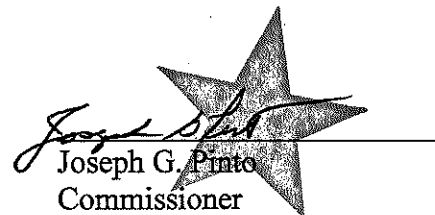
DATE: March 27, 2019

SUBJECT: 2019 TRANSFER OF FUNDS

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

FROM:		
PKS-A-7110-46300-000-0000	Building, Property Maintenance	\$12,000.00
TO:		
PKS-A-7110-41400-000-0000	Uniforms	\$12,000.00

This transfer is being requested to provide funds necessary for uniforms.


Joseph G. Pinto
Commissioner

JGP:dm
Cc: Town Attorney (+7 copies)

Meeting of April 16, 2019

Resolution No. 218-2019

WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memorandum dated March 15, 2019, recommended that the Town Board authorize payment of a refund in the amount of \$4,209.00 to Mr. Greg Van Dyke, Greg Van Dyke Building and Contracting, 14 Pine Drive, Oyster Bay, NY 11771, for the payment of a building permit fee, Building Permit Number R18006036, paid in error,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted and approved, and the Town Board authorizes payment of a refund to Mr. Greg Van Dyke, in the amount of \$4,209.00, and payment of said refund is to be made upon presentation of a duly certified claim, after audit by the Office of the Comptroller; and be it further

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

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Planning & Development

Reviewed By
Office of Town Attorney
[Signature]

1

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

March 15, 2019

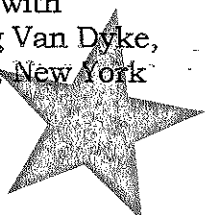
TO: MEMORANDUM DOCKET

FROM: OFFICE OF THE COMMISSIONER
DEPARTMENT OF PLANNING AND DEVELOPMENT

SUBJECT: RESIDENT REFUND – GREG VAN DYKE

Pursuant to the Code of the Town of Oyster Bay, this department granted a Building Permit Number R18006036, issued on December 7, 2018, in the amount of \$4,209.00. Mr. Van Dyke who paid cash for this permit is requesting a refund. The property owner, Mr. George Melillo, and the buyer, Mr. William Painter, had a dissolved negotiation between themselves. The property owner and the buyer are not going forward with this project.

Therefore, in light of the aforementioned facts, a four thousand two hundred nine dollar (\$4,209.00) refund for the building permit fee associated with Building Permit Number R18006036 should be refunded to Mr. Greg Van Dyke, Grey Van Dyke Building and Contracting, 14 Pine Drive, Oyster Bay, New York 11771 under account number PAD B 0001 02555 000 0000.




ELIZABETH L. MACCARONE
COMMISSIONER

ELM:ds

cc: Town Attorney (w/7 copies)

- 1) Verify
2) Refund

given to J. Spano

2/16/19



14 Pine Drive, Oyster Bay, NY 11771

(516) 922-8145

vandykebuilding@gmail.com

Construction Management, Custom Built Homes

Dormers, Kitchens, Baths, Garages, Framing,
Roofing, Basements and much more!

January 24, 2019

Timothy R. Zike
Deputy Commissioner
Dept. of Planning & Development

Re: R18006036 Building Permit

As per conversation in regards
to 1 Carl Hill Rd. Oyster Bay, NY
I would like to cancel Building
Permit # R18006036 and request a
full refund due to a dissolved
negotiation between property owner,
George Melillo and Buyer in contract,
William Painter who had paid
for the permit issued.

Thank you for your assistance
in this matter.

Sincerely

Greg Van Dyke

Greg Van Dyke Building



Copy

TOWN OF OYSTER BAY

ITEM 7 OF 7

\$100 CREDIT RECEIPT

RECEIPT # : 01000449070

PRINT DATE : 02/07/2019

RECEIPT DATE : 12/07/2018

PRINT TIME : 14:40:03

OPERATOR : sgerber

COPY # : 1

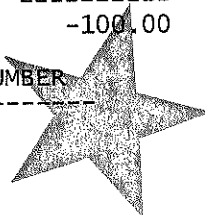
RECEIVED BY : SG

CASH DRAWER: 01

REC'D. FROM : GREG VAN DYKE

CUSTOMER ID	ITEM	PAYMENT
1.000	\$100.00 \$100 CREDIT	-100.00
TOTAL		-100.00

METHOD OF PAYMENT	AMOUNT	REFERENCE NUMBER
CASH	4,209.00	
TOTAL RECEIPT :	4,209.00	



copy

TOWN OF OYSTER BAY

6 ITEMS OF 7

PERMIT RECEIPT

OPERATOR: sgerber
COPY # : 1

Sec:24 Twp:Oyster B Rng: Sub: B1k:B Lot:809
SBL: 24-B-809

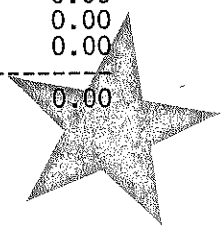
DATE ISSUED.....: 12/07/2018
RECEIPT #.....: 01000449070
REFERENCE ID #: 17050147

Permit Num: R18006036
SITE ADDRESS: 1 CARLE HILL RD
SUBDIVISION:
CITY: OYSTER BAY
IMPACT AREA:

OWNER: GEORGE MELILLO
ADDRESS: 591 COLD SPRING RD
CITY/STATE/ZIP: SYOSSET, NY 11791

RECEIVED FROM: GREG VAN DYKE
CONTRACTOR: GREG VAN DYKE BUILDING LIC # C11371
COMPANY: GREG VAN DYKE BUILDING
ADDRESS: 14 PINE DRIVE
CITY/STATE/ZIP: OYSTER BAY, NY 11771
TELEPHONE: (516) 922-8145

FEE ID	UNIT	QUANTITY	AMOUNT	PD-TO-DT	THIS REC	NEW BAL
B-BLDG FEE	VALUATION	251,322.00	3112.00	0.00	3112.00	0.00
B-CA	FIXTURES	11.00	65.00	0.00	65.00	0.00
B-CO	VALUATION	251,322.00	537.00	0.00	537.00	0.00
B-DRYWELL	PER UNIT	1.00	75.00	0.00	75.00	0.00
B-GAS	"	4.00	400.00	0.00	400.00	0.00
B-PLMB FEE	FIXTURES	7.00	120.00	0.00	120.00	0.00
TOTAL PERMIT :			4309.00	0.00	4309.00	0.00



Ua
KTC
Ua

Building Permit

R18006036

Town of Oyster Bay
Department of Planning and Development
Phone 516-624-6200



74 Audrey Avenue
Town Hall, Oyster Bay, NY 11771
Fax 516-624-6240

School District	Section/Block/Lot	Zone	Application No.	ZBA Number	ZBA Date	Receipt No.
Oyster bay	24-B-809	R1-7	17050147	17-522	12/8/17	01000449070
Permittee	GEORGE MELILLO 591 COLD SPRING ROAD SYOSSET, NY 11791 (531) 774-5657		Contractor	GREG VAN DYKE BUILDING 14 PINE DRIVE OYSTER BAY, NY 11771 (516) 922-6145		
Property Owner	GEORGE MELILLO 591 COLD SPRING ROAD SYOSSET, NY 11791 (531) 774-5657		Plumber	ABALENE PLUMBING & HEATING INC 15 RAILROAD AVENUE SYOSSET, NY 11771 516-864-0004		
			Electrician	GOLD COAST ELECTRICAL CONSTRUCTION 9 CLIFF DRIVE HICKSVILLE NY 11801 (516) 353-7960		

Address of Actual Construction	
1 CARLE HILL ROAD OYSTER BAY, NY 11771	Tenant
Permission Granted for the	CONSTRUCTION OF
Estimated Cost of Construction	\$251322

A 40' x 20' (800 sf) two (2) story, one family dwelling of type 5B CONSTRUCTION with an 800 sf, three (3) car, built-in garage on the lower level and habitable space on the upper level, an 8' x 4' (32 sf) 2nd floor wood deck as per plans by Robert A. Peterson, R.A., 10/13/17. INSTALL one (1) 6' x 8' drywell as per code. INSTALL seven (7) plumbing fixtures: (1-KS, 1-SHR, 2-LAV, 2-WC, 1-WM) as per code. INSTALL four (4) gas fixtures: (1-Dryer, 1-Range, 1-HWH, 1-BLR) as per code. CONSTRUCTION of a septic system consisting of 1000 gal septic tank and three (3) 8' x 4' leaching pools. MUST COMPLY WITH TOB SITE ENGINEERING DATED: 12/18/17 MUST OBTAIN PERMIT FROM NASSAU COUNTY DPW AND TOB FOR SANITARY SEWER CONNECTION. TRUSS DRAWINGS SIGNED AND SEALED BY A NYS LICENSED ARCHITECT OR ENGINEER MUST BE SUBMITTED PRIOR TO INSTALLATION. MUST COMPLY WITH NYS ENERGY STAR LABELED HOME PROGRAM AS PER TOB LOCAL LAW 93-27.1. ALL WORK TO COMPLY WITH TOB APPROVED PLAN DATED: 12/07/18 ZONING REVIEW: MUST COMPLY WITH BOARD OF APPEALS DECISION 17-522 dated 12/08/17. The Building Division Requires an Original Updated Survey of the Property, Stamped and Sealed by a Licensed Surveyor.

This Permit has been issued specifically for the construction or maintenance of the improvement listed hereon. The issuance of this Permit shall not be deemed to be an acknowledgment by the Town of Oyster Bay as to the legality of any other improvements to the subject premises. It is specifically understood that the issuance of a Certificate of Occupancy by the Town of Oyster Bay for the improvement listed hereon shall be conditioned upon the issuance of a Building Permit and Certificate of Occupancy for any and all other improvements to the subject premises.

A certificate from an approved Electrical Inspection Co. is to be placed on file prior to issuance of a Certificate of Occupancy/Approval/Completion.

Located On	Side Of	Feet	Of	Post Office
	CARLE HILL ROAD	84.60	PINE HOLLOW ROAD	OYSTER BAY
DESCRIPTION	FEE	PAID	BALANCE	
APP. FEE	100.00	100.00	0.00	
BLDG.	3,112.00	3,112.00	0.00	
CA.	65.00	65.00	0.00	
CO.	537.00	537.00	0.00	
DRYWELL	75.00	75.00	0.00	
PLUMBING	520.00	520.00	0.00	
*** FEE TOTALS ***	4,409.00	4,409.00	0.00	
TOTAL PAID AFTER APPLICATION FEE APPLIED: \$4,209.00				
Occupancy of this new building or addition or alteration prior to the issuance of a Certificate of Occupancy will be considered a violation of the Code of the Town of Oyster Bay. Prompt notification by the various contractors for inspection of their various parts of the work will avoid delay in the issuance of the Certificate of Occupancy. Permit and approved plans must be posted on the job site, visible to public inspection, until completion of the work and inspection.		Changes regardless of size from the stamped approval plans must be submitted to the Department of Planning and Development and approved before changes are made. Approved plans must be retained on the job and available to inspection at all times.		

- There are numerous inspection requirements that vary according to the type of structure built or maintained. Some but not all of the required inspections follow:
- BUILDING INSPECTIONS:**

 - *Demolition inspections - Check with Building Division.
 - *Concrete Certifications.
 - *Soil Conditions - before footings and foundations are poured.
 - *Forms for footings, keyways and foundations including rebar.
 - *Waterproofing, membrane and insulating
 - *Foundations and/or slabs.
 - *Framing - wood or steel before mechanicals.
 - *Framing after mechanicals and before insulating.
 - *Insulation inspection - before closing.
 - *Rough enclosed.
 - *Final inspection(s).

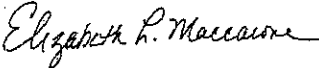
PLUMBING INSPECTIONS

 - *Underground plumbing - before backfilling.
 - *Rough plumbing - before closed up and ready for test.
 - *Final inspection when all fixtures are set.
 - *Sewer connection - spur tie-in.
 - *Sanitary systems. (Excavation/Construction).
 - *Installation or replacement of burners. (oil, gas, electric).
 - *All Tanks - Inground or above. (Check with Building Division for required testing and in Testing and Inspections).
 - *Pressure tests are required for any natural or propane gas installation, Alteration or replacement.
 - *Hydrostatic pressure testing must be witnessed by a plumbing inspector
 - For all fire sprinkler systems.

DRAINAGE, SITE WORK, & RETAINING WALLS:
Contact Planning and Development site engineer.

ALL PERMITS ISSUED IN CONJUNCTION WITH SITE PLAN REVIEW

Please be advised that a Certificate of Occupancy will not be issued for this project until all of the required landscaping has been installed and inspected, or a performance bond in the amount of \$_____ has been posted with the Town of Oyster Bay

Date issued:	12/07/2018	Work Must Start By:	06/07/2019
CO must be issued by 12/08/2019 or permit will expire unless renewed prior to expiration.			
Permittee's copy of approved plans must be available at the site for all inspections			
			
Commissioner, Department of Planning and Development			

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 December 19, 2018, authorized the Highway Department to clean up the premises located at 558 Forest Avenue, Massapequa, New York 11758, also known as Section 52, Block 260, Lot 2174 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated March 5, 2019, 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 January 17, 2019, in the total amount of \$3,463.69, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated March 5, 2019, 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 \$3,463.69 may be assessed by the Legislature of the County of Nassau against the parcel known as 558 Forest Avenue, Massapequa, New York 11758, also known as Section 52, Block 260, Lot 2174 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
Councilman Muscarella	Aye
Councilman Macagnone	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye

cc: Supervisor
Town Attorney
Comptroller
Planning & Development
Highway
Town Clerk

Reviewed By
Office of Town Attorney
Ralph P. Healey

Town of Oyster Bay Inter-Departmental Memo

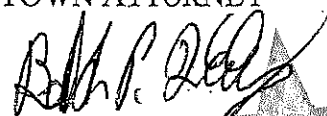
TO: MEMORANDUM DOCKET
FROM: Office of the Town Attorney
DATE: March 5, 2019
SUBJECT: Property Cleanup Assessment
558 Forest Avenue, Massapequa, New York 11758
Section 52, Block 260, Lot 2174.


The Department of Planning and Development, by memorandum dated December 19, 2018, directed the Highway Department to clean the premises located at 558 Forest Avenue, Massapequa, New York 11758, also known as Section 52, Block 260, Lot 2174 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated January 23, 2019, advised that the property was cleaned by a crew from the Highway Department on January 17, 2019. The cost incurred by the Town of Oyster Bay was \$3,463.69.

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.

JOSEPH NOCELLA
TOWN ATTORNEY


Ralph P. Healey
Special Counsel



RPH:aml
Attachments
cc: Town Attorney (w/7 copies)

2019-6988

TOWN OF OYSTER

**Inter-Departmental Memo
December 19, 2018**

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU
Through: ELIZABETH L. MACCARONE: COMMISSIONER OF
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 558 Forest Avenue Massapequa, NY 11758
SBL: 52-260-2174

Nov. (No.18710) was issued to the owner of the above-referenced premises 11/28/2018 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:**

- The leaves and tree branches be removed.
- The litter and debris be removed.

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/js

cc: Joseph Nocella, Town Attorney

THIS INDENTURE, made the 13TH day of JANUARY, in the year 2005

BETWEEN

ANTHONY RIPO, RESIDING AT 558 FOREST AVE, MASSAPEQUA NY 11758

party of the first part, and

ANTHONY RIPO AND ~~CAROLYN GAMBELLA~~ CAROLYN GAMBELLA, HIS WIFE, RESIDING AT 558 FOREST AVE, MASSAPEQUA NY 11758

parties of the second part,

WITNESSETH, that the party of the first part, in consideration of \$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 _____, County of _____ and State of New York bounded and described as follows:

SEE ATTACHED SCHEDULE "A"

BEING AND INTENDED TO BE THE SAME PREMISES GRANTED TO THE GRANTOR BY DEED DATED 12/30/98 AND RECORDED 3/2/99, IN REEL/LIBER 11025 PAGE 77 MADE BY DYNAMIC PROPERTIES.

PREMISES: 558 FOREST AVE, MASSAPEQUA NY 11758

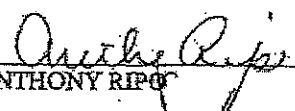
TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises;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

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

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

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

IN PRESENCE OF:


ANTHONY RIPO

74126/098/25

Town of Oyster Bay
Inter- Departmental Memo

January 23, 2019

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

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: 558 FOREST AVENUE, 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 **\$3,463.69**.

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



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (52-260-2174) 558 FOREST AVE MASSAPEQUA 11758

Date Jan 17, 2019

Work Order # 56155

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
PATRICK PETERS	General Maintenance	03:00	\$29.53	00:00	0	\$88.59
JAMES CHADWICK, II	General Maintenance	03:00	\$44.80	00:00	0	\$134.40
DONALD CHANDLER	General Maintenance	03:00	\$45.50	00:00	0	\$136.50
CHRISTOPHER OLTON	General Maintenance	03:00	\$24.86	00:00	0	\$74.58
JAMES ROMANO	General Maintenance	03:00	\$28.31	00:00	0	\$84.93
MARK SCHLOSSER	General Maintenance	03:00	\$42.00	00:00	0	\$126.00
KEVIN EMDE	General Maintenance	03:00	\$24.27	00:00	0	\$72.81

Total Labor \$717.81

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PL081	PAYLOADER 2010 KOMAT WA380 YW	\$168.00	03:00	\$504.00
TD640	TRUCK DUMP 2008 INTL 7400 YW (T-279) -10 Wheeler	\$93.00	03:00	\$279.00
TD667	PICK-UP TRUCK 2009 FORD F-250 YW (22 / 022)	\$79.00	03:00	\$237.00
TD682	TRUCK DUMP 2010 FORD F-350 YW (T-205) - Power Wagons	\$105.00	03:00	\$315.00
TD683	TRUCK DUMP 2010 FORD F-350 YW (T-225) - Power Wagons	\$105.00	03:00	\$315.00
TD694	TRUCK DUMP 2011 INTER 7400 YW (T209 / T-209) -10 Wheeler	\$93.00	03:00	\$279.00

Total Equipment \$1929.00

Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Tipping Fee (per ton)	\$85.74	0.78	\$66.88

Total Materials \$816.88

Grand Total \$3463.69

Description of Work:

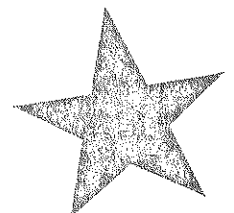
CLEAN UP 558 FOREST AVENUE MS

Signature:

Name: Douglas Robalino

Title: Director of Highway Operations

Date: Jan 23, 2019



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 December 19, 2018, authorized the Highway Department to clean up the premises located at 21 Hemlock Street, Massapequa, New York 11758, also known as Section 53, Block 24, Lot 346 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated March 5, 2019, 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 January 9, 2019, in the total amount of \$5,633.10, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated March 5, 2019, 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 \$5,633.10 may be assessed by the Legislature of the County of Nassau against the parcel known as 21 Hemlock Street, Massapequa, New York 11758, also known as Section 53, Block 24, Lot 346 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
Councilman Muscarella	Aye
Councilman Macagnone	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye

cc: Supervisor
Town Attorney
Comptroller
Planning & Development
Highway
Town Clerk

748
Reviewed By
Office of Town Attorney
Ralph P. Healey

12

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: March 5, 2019

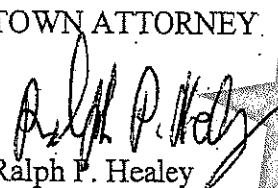
SUBJECT: Property Cleanup Assessment
21 Hemlock Street, Massapequa, New York 11758
Section 53, Block 24, Lot 346

The Department of Planning and Development, by memorandum dated December 19, 2018, directed the Highway Department to clean the premises located at 21 Hemlock Street, Massapequa, New York 11758, also known as Section 53, Block 24, Lot 346 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated January 17, 2019, advised that the property was cleaned by a crew from the Highway Department on January 9, 2019. The cost incurred by the Town of Oyster Bay was \$5,633.10.

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.

JOSEPH NOCELLA
TOWN ATTORNEY


Ralph P. Healey
Special Counsel

RPH:aml
Attachments
cc: Town Attorney (w/7 copies)

Dec. 26, 2018 10:32AM

No. 0577 P. 1

RH
AML

DEC 28 18 48:29
REC'D BY HIGHWAY DEPT

DEPUTY COMM/HIGHWAY

TOWN OF OYSTER

Ken B 2019-6973

Inter-Departmental Memo
December 19, 2018

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU
Through: ELIZABETH L. MACCARONE: COMMISSIONER OF
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 21 Hemlock Street Massapequa, NY 11758
SBL: 53-24-346

Nov. (No.18750) was issued to the owner of the above-referenced premises 12/12/2018 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:

- The grass and vegetation be cut.
- The litter and debris be removed throughout the entire property.

2019 JAN 18 P 2:41

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/js

cc: Joseph Nocella, Town Attorney

DEED IN LIEU OF FORECLOSURE

THIS INDENTURE, made the 22nd day of August, in the year 2018

BETWEEN MITCHELL RIBERA AND JANE RIBERA, having an address at 43 Nicoll Avenue, Amityville, NY 11701 (hereinafter called the "Grantor"); and HSBC Bank, USA, N.A., as Indenture Trustee for the registered Noteholders of Renaissance Home Equity Loan Trust 2006-2 having an address at 8 East 40th Street CTLA Structured Finance, New York, NY 10016 (hereinafter called the "Grantee").

WITNESSETH, that the Grantor, in consideration of Four Hundred Twenty Three Thousand and 00/100 (\$423,000.00) and other valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, the heirs or successors and assigns of Grantee forever, all of its undivided interest and any other right, title or interest it may have or hold in:

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the County of NASSAU, State of New York, commonly known by the address at 21 Hemlock St, Massapequa, NY 11758 and designated as 53-24-346, as more particularly described on Exhibit "A" attached hereto.

This DEED is an absolute conveyance of title in effect as well as form, and is not intended as a mortgage, trust conveyance or security of any kind. The consideration herefor, in addition to that hereinabove set forth, is full release of all debts, obligations, and charges heretofore subsisting on account of and by the terms of that certain mortgage heretofore existing on the property herein conveyed; said mortgage was made by , as mortgagor, to Mortgage Electronic Registration Systems, Inc. as nominee for Delta Funding, as mortgagee, dated April 10, 2006 and recorded May 15, 2006 in Liber 30489 Page 806, at the NASSAU County Clerk's Office, which was assigned to HSBC Bank, USA, N.A., as Indenture Trustee for the registered Noteholders of Renaissance Home Equity Loan Trust 2006-2 by assignment to be recorded; this conveyance completely satisfying said obligation and terminating said mortgage and note secured thereby and any affect thereof in all respects.

TOGETHER with all right, title and interest, if any, of the Grantor 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 Grantor in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the Grantee, the heirs or successors and assigns of the party of the Grantee forever.

AND the Grantor covenants that the Grantor has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as set forth.

AND the Grantor, in compliance with Section 13 of the Lien Law, covenants that the Grantor 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

S: 53

B: 24

L: 346



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.

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

By: Mitchell Ribera
Mitchell Ribera

By: Jane Ribera
Jane Ribera

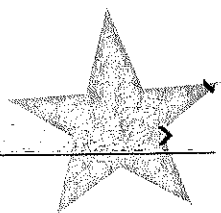
STATE OF NY
COUNTY OF Suffolk ss:
NASSAU

On the 22nd day of August, in the year 2018, before me, the undersigned, a notary public in and for said State, personally appeared, Mitchell Ribera + Jane Ribera, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted executed the instrument.

MARIE G. DIFRIZZO
Notary Public, State of New York
No. 01D4970545
Qualified in Nassau County
Commission Expires August 13, 2022
(Notarial Seal)

Marie G. Difrizzo
Notary Public

My Commission Expires: 8/13/2022



CEB

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

January 17, 2019

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

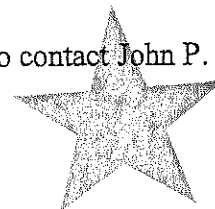
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

**SUBJECT: 21 HEMLOCK STREET, 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 \$5,633.10.

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



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (53-24-346) 21 HEMLOCK ST MASSAPEQUA 11758

Date Jan 9, 2019

Work Order # 55801

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
GEORGE TIEDEMANN	General Maintenance	06:00	\$43.19	00:00	0	\$259.14
JAMES CHADWICK, II	General Maintenance	06:00	\$44.80	00:00	0	\$268.80
DONALD CHANDLER	General Maintenance	06:00	\$45.50	00:00	0	\$273.00
ROBERT FLEISCHER	General Maintenance	06:00	\$27.03	00:00	0	\$162.18
JOSE NUNEZ	General Maintenance	06:00	\$39.61	00:00	0	\$237.66
MARK SCHLOSSER	General Maintenance	06:00	\$42.00	00:00	0	\$252.00

Total Labor \$1452.78

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PL083	PAYLOADER 2010 KOMAT WA380 YW (HT-12)	\$168.00	06:00	\$1008.00
TD667	PICK-UP TRUCK 2009 FORD F-250 YW (22 / 022)	\$79.00	06:00	\$474.00
TD682	TRUCK DUMP 2010 FORD F-350 YW (T-205) - Power Wagons	\$105.00	06:00	\$630.00
TD683	TRUCK DUMP 2010 FORD F-350 YW (T-225) - Power Wagons	\$105.00	06:00	\$630.00
TD695	TRUCK DUMP 2011 INTER 7400 YW (T-229) -10 Wheeler	\$93.00	06:00	\$558.00

Total Equipment \$3300.00

Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Tipping Fee (per ton)	\$85.74	1.52	\$130.32

Total Materials \$880.32

Grand Total \$5633.10

Description of Work:

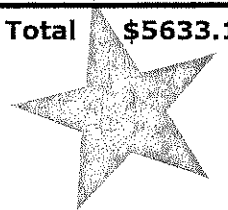
CLEAN UP 21 HEMLOCK STREET MS

Signature: _____

Name: Douglas Robalino

Title: Director of Highway Operations

Date: Jan 17, 2019



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 2, 2018, authorized the Highway Department to clean up the premises located at 151 Cold Spring Road, Syosset, New York 11791, also known as Section 25, Block 23 Lot 19 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated March 5, 2019, 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 13, 2018, in the total amount of \$1,292.86, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated March 5, 2019, 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 \$1,292.86 may be assessed by the Legislature of the County of Nassau against the parcel known as 151 Cold Spring Road, Syosset, New York 11791, also known as Section 25, Block 23, Lot 19 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
Councilman Muscarella	Aye
Councilman Macagnone	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye

cc: Supervisor
Town Attorney
Comptroller
Planning & Development
Highway
Town Clerk

728
Reviewed By
Office of Town Attorney
Ralph P. Healey

17

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: March 5, 2019


SUBJECT: Property Cleanup Assessment
151 Cold Spring Road, Syosset, New York 11791
Section 25, Block 23, Lot 19


The Department of Planning and Development, by memorandum dated November 2, 2018, directed the Highway Department to clean the premises located at 151 Cold Spring Road, Syosset, New York 11791, also known as Section 25, Block 23, Lot 19 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated December 4, 2018, advised that the property was cleaned by a crew from the Highway Department on November 13, 2018. The cost incurred by the Town of Oyster Bay was \$1,292.86.

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.

JOSEPH NOCELLA
TOWN ATTORNEY


Ralph P. Healey
Special Counsel



RPH:aml
Attachments
cc: Town Attorney (w/7 copies)

Nov. 5. 2018 2:00PM

No. 0541 P. 1

2019-6970
Ken B

DEPUTY COMM/HIGHWAY
TOWN OF OYSTER

Inter-Departmental Memo
November 2, 2018

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY

From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU

Through: ELIZABETH L. MACCARONE: COMMISSIONER OF
DEPARTMENT OF PLANNING AND DEVELOPMENT

Subject: 151 Cold Spring Road Syosset, NY 11791
SBL: 25-23-19

Nov. (No.18575) was issued to the owner of the above-referenced premises 10/25/2018 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:

- The grass and vegetation be cut.

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/js

cc: Joseph Nocella, Town Attorney

Standard N.Y.S.T.L. Form 8002-N-61-Margain and Sale Deed with Covenant Against Grantor's Acts-Individual or Corporation (single sheet)
CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT-THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the 13th day of July, nineteen hundred and seventy-two

BETWEEN FRANCIS P. POTI and ROSEMARIE POTI, his wife, both residing at 151 Cold Spring Road, Syosset, New York 11791,

party of the first part, and ~~MARK N. ILICKAL~~ ILICKAL, and LILY ILICKAL, his wife, both residing at 19 Whitman Avenue, Syosset, New York,

party of the second part,

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

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being ~~at~~ at Syosset, in the Town of Oyster Bay, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of Cold Spring Road, distant 115 feet southerly from the southerly end of the arc connecting the southerly side of Iris Lane with the westerly side of Cold Spring Road;
RUNNING thence along the westerly side of Cold Spring Road, south 5 degrees 18 minutes 25 seconds west, 80 feet;
THENCE north 84 degrees 41 minutes 35 seconds west, 125 feet;
THENCE north 5 degrees 18 minutes 25 seconds east, 80 feet;
THENCE south 84 degrees 41 minutes 35 seconds east, 125 feet to the westerly side of Cold Spring Road, the point or place of BEGINNING.

Premises being known as 151 Cold Spring Road, Syosset, New York.

SUBJECT to any state of facts an accurate survey may disclose.

SUBJECT to covenants, easements, restrictions, reservations and agreements of record, if any, affecting these premises.

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

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

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

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

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

IN PRESENCE OF:

Francis P. Poti
Rosemarie Poti

Noted by Section 25 Block 23 Lot 19
Ver. by Section 25 Block 23 Lot 19
AUG 4 1972

STATE OF NEW YORK, COUNTY OF Nassau SS:
On the 28 day of JULY 1972, before me
personally came Francis P. Foti and
Rosemarie Foti

to me known to be the individual described in and who
executed the foregoing instrument, and acknowledge that
they executed the same.

[Signature]

DANIEL M. HENNING
Notary Public, State of New York
No. 30-155363
Qualified in Nassau County
The terms March 30, 1973
1973

STATE OF NEW YORK, COUNTY OF SS:
On the day of 19, before me
personally came
to me known, who, being by me duly sworn, did depose and
say that he resides at No.

that he is the
of

, the 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 board of directors of said corpora-
tion, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF SS:
On the day of 19, before me
personally came

to me known to be the individual described in and who
executed the foregoing instrument, and acknowledge that

REAL ESTATE STATE OF
TRANSFER TAX NEW YORK
104 Dept. of
Taxes & Finance
\$49.50

STATE OF NEW YORK, COUNTY OF SS:
On the day of 19, before me
personally came
the subscribing witness to the foregoing instrument, with
whom I am personally acquainted, who, being by me duly
sworn, did depose and say that he resides at No.

that he knows

to be the individual
described in and who executed the foregoing instrument;
that he, said subscribing witness, was present and saw
execute the same; and that he, said witness,
at the same time subscribed his name as witness thereto.

1-105
4-49
Bargain and Sale Deed
WITH COVENANT AGAINST GRANTOR'S ACTS
Title No. 72 N-01997

FRANCIS P. FOTI and
ROSEMARIE FOTI
TO
MATTHEW ILLICKAL and LILLY ILLICKAL

SECTION 25
BLOCK 23
LOT 19
COUNTY OR TOWN NASSAU

Recorded At Request of American Title Insurance Company
RETURN BY MAIL TO:

JOHN RICHARD CRANE, ESQ.
366 No. Broadway
JERICHO, N.Y. Zip No. 11752

STANDARD FORM OF
NEW YORK BOARD OF TITLE UNDERWRITERS
Distributed by

AUG 4 1972
American
TITLE
INSURANCE COMPANY
GUARANTEED TITLE DIVISION

RECORDING OFFICE

RECORDED

AUG 4 11 21 AM '72
HAROLD W. MCCONNELL
COUNTY CLERK
NASSAU COUNTY

X 209

31452

REC 8421 PAGE 416

AC

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

December 4, 2018

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

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: 151 COLD SPRING ROAD, SYOSSET
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 \$1,292.86.

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

1 2018 DEC 12 PM 1:30



**MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION**

Location (25-23-19) 1 COLDSRING RD SYOSSET 11791

Date Nov 13, 2018

Work Order # 54318

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
ERICK HARTNETT	General Maintenance	01:00	\$34.81	00:00	0	\$34.81
MICHAEL RICCARDO	General Maintenance	01:00	\$47.21	00:00	0	\$47.21
VINCENT PADAVANO	General Maintenance	01:00	\$48.31	00:00	0	\$48.31
JOHN SANDIFORD	General Maintenance	01:00	\$29.53	00:00	0	\$29.53
JAMES R. ROMANO	General Maintenance	01:00	\$15.00	00:00	0	\$15.00

Total Labor \$174.86

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU438	PICK UP 2012 FORD F250 TAN (90)	\$79.00	01:00	\$79.00
TD648	PICK-UP TRUCK 2009 FORD F-250 YW (T-010 / 010)	\$79.00	01:00	\$79.00
TD704	TRUCK DUMP 2011 FORD F350 YELLO (T145 / T-145) - Power Wagons	\$105.00	01:00	\$105.00
TD736	TRUCK DUMP 2016 DODGE RAM 3500 - POWER WAGON (T105)	\$105.00	01:00	\$105.00

Total Equipment \$368.00

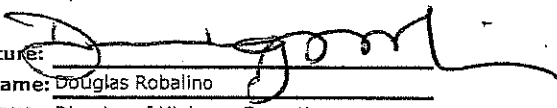
Materials

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

Total Materials \$750.00

Grand Total \$1292.86**Description of Work:**

CLEAN UP 151 COLD SPRING ROAD SY

Signature: 

Name: Douglas Robalino

Title: Director of Highway Operations

Date: Dec 4, 2018

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 board up the broken window and two doors, that were broken into, with poly carbonite, of the house located at 118 West Cherry Street, Hicksville, New York 11801, also known as Section 11, Block 287, Lots 33 and 34 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated March 5, 2019, pursuant to Section 96-19 of the Code of the Town of Oyster Bay, have requested that the cost of securing the premises on January 10, 2019, in the amount of \$1,083.46, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated March 5, 2019, 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 \$1,083.46 may be assessed by the Legislature of the County of Nassau against the parcel known as 118 West Cherry Street, Hicksville, New York 11801, also known as Section 11, Block 287, Lots 33 and 34 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
Councilman Muscarella	Aye
Councilman Macagnone	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye

cc: Supervisor
Town Attorney
Comptroller
Planning & Development
Highway
Town Clerk

Reviewed By
Office of Town Attorney
Ralph P. Healey

14

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: March 5, 2019


SUBJECT: Property Cleanup Assessment
118 West Cherry Street, Hicksville, New York 11801
Section 11, Block 287, Lots 33 and 34

By the emergency powers granted to the Department of Planning and Development, the Highway Department was directed to board up the broken window and two doors, that were broken into, with poly carbonite, of the house located at 118 West Cherry Street, Hicksville, New York 11801, also known as Section 11, Block 287, Lots 33 and 34 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated January 17, 2019, advised that the property was secured by a crew from the Highway Department on January 10, 2019. The cost incurred by the Town of Oyster Bay was \$1,083.46.

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.

JOSEPH NOCELLA
TOWN ATTORNEY


Ralph P. Healey
Special Counsel

RPH:aml
Attachments
cc: Town Attorney (w/7 copies)

2019-6971

TOWN OF OYSTER

Inter-Departmental Memo January 7, 2019

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU
Through: ELIZABETH L. MACCARONE: COMMISSIONER OF
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 118 W. Cherry Street Hicksville, NY 11801
SBL: 11-287-33

Nov. (No.19826) was issued to the owner of the above-referenced premises 12/18/2018 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:**

- The broken window and two doors that were broken into be boarded up with poly carbonite.

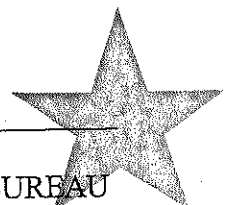
96
Pursuant to the provisions of Section ~~135.54~~(C) of the code, the Town is entitled to be reimbursed for the cost of the work performed by assessment against the owner. In addition, please notify us by fax, the date and time cleanup is completed. Please proceed accordingly.

ELIZABETH L. MACCARONE
COMMISSIONER
BY:


MICHAEL ESPOSITO
CODE ENFORCEMENT BUREAU


ME/js

cc: Joseph Nocella, Town Attorney



NY2005

— Mortgage and Sale Deed, with Covenant against Grantor's Acts — Individual or Corporation (Single Sheet)

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

THIS INDENTURE, made the 18th day of August, in the year 2006

BETWEEN

FREDERIC DITTMAR, residing at 118 West Cherry Street,
Hicksville, New York 11801,

party of the first part, and

Ashok Kumar

~~ASHOK KUMAR~~ NATARAJ, residing at 5 Cedar Street,
Plainview, New York 11803,

party of the second part,

Section
11

WITNESSETH, that the party of the first part, in consideration of

dollars

Block
287

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,

Lots
33 & 34

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

SEE LEGAL DESCRIPTION ATTACHED HERETO:

Premises also known as: 118 West Cherry Street, Hicksville, New York

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

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

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

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

IN PRESENCE OF:


FREDERIC DITTMAR

C/E/D RH
QML

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

January 17, 2019

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

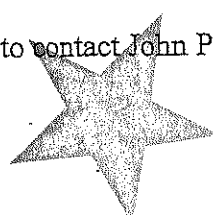
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT


**SUBJECT: 118 CHERRY STREET, HICKSVILLE
BOARD – 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 \$1,083.46.

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

1 2019 JAN 18 P 2:41



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (11-287-33) 118 CHERRY ST HICKSVILLE 11801

Date Jan 10, 2019

Work Order # 56156

Labor Costs						
Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
JEFFREY VAN NOSTRAND	General Maintenance	01:30	\$44.64	00:00	0	\$66.96
Total Labor						\$66.96

Tools/Vehicle						
Tool/Vehicle		Description	Rate per Hour	Hours		Line Cost
TU052		TRUCK UTILITY 2012 FORD F-350 YW (RR911)	\$79.00	01:30		\$118.50
Total Equipment						\$118.50

Materials						
	Material	Cost Per Unit	Units			Line Cost
	Administrative Fee	\$750.00	1			\$750.00
	Clear Polycarbonate LEXAN 1/4 x 48 x 96	\$148.00	1			\$148.00
Total Materials						\$898.00

Grand Total \$1083.46

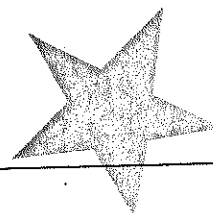
Description of Work:
CLEAN UP 118 WEST CHERRY STREET HV

Signature:

Name: Douglas Robalino

Title: Director of Highway Operations

Date: Jan 17, 2019



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 December 19, 2018, authorized the Highway Department to clean up the premises located at 965 Hicksville Road, Massapequa, New York 11758, also known as Section 52, Block 138, Lots 32 to 34 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated March 5, 2019, 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 January 3, 2019, in the total amount of \$2,280.08, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated March 5, 2019, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$2,280.08 may be assessed by the Legislature of the County of Nassau against the parcel known as 965 Hicksville Road, Massapequa, New York 11758, also known as Section 52, Block 138, Lots 32 to 34 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
Councilman Muscarella	Aye
Councilman Macagnone	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye

cc: Supervisor
Town Attorney
Comptroller
Planning & Development
Highway
Town Clerk

Reviewed By
Office of Town Attorney
Ralph P. Healey

15

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: March 5, 2019

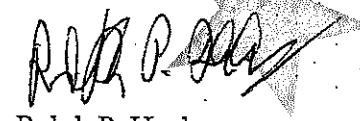
SUBJECT: Property Cleanup Assessment
965 Hicksville Road, Massapequa, New York 11758
Section 52, Block 138, Lots 32 to 34

The Department of Planning and Development, by memorandum dated December 19, 2018, directed the Highway Department to clean the premises located at 965 Hicksville Road, Massapequa, New York 11758, also known as Section 52, Block 138, Lots 32 to 34 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated January 7, 2019, advised that the property was cleaned by a crew from the Highway Department on January 3, 2019. The cost incurred by the Town of Oyster Bay was \$2,280.08.

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.

JOSEPH NOCELLA
TOWN ATTORNEY



Ralph P. Healey
Special Counsel

RPH:aml
Attachments
cc: Town Attorney (w/7 copies)

2019-6967
Jtr

TOWN OF OYSTER

Inter-Departmental Memo
December 19, 2018

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU
Through: ELIZABETH L. MACCARONE: COMMISSIONER OF
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 965 Hicksville Rd. Massapequa, NY 11758
SBL: 52-138-32-34

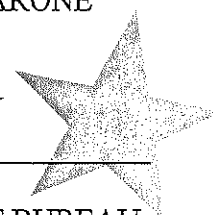
Nov. (No.18748) was issued to the owner of the above-referenced premises 12/12/2018 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains. In accordance with the provisions of Section 135.54: **I am directing that:**

- The grass and vegetation be cut.
- The litter and debris be removed throughout the entire property.

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/js

cc: Joseph Nocella, Town Attorney

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NY 005 - Bargain and Sale Deed with Covenant against Grantor's Acts Individual or Corporation (Single Sheet) (NYETSU 8002)

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

THIS INDENTURE, made the 15th day of June, in the year 2007
BETWEEN

Jae Yong Chung and Regina Chung, residing at 965 Hicksville Road, Massapequa, New York

party of the first part, and

Kyoo Suk Chung, residing at 2 18th Street, Jericho, New York

party of the second part,

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

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

See Schedule "A" attached hereto

Tax Map
Designation

Dist.

Sec. 52

Blk. 138

Lot(s) 32-34

Being the same premises conveyed to grantors herein by deed dated 5/10/03 recorded 9/23/03 in Liber 11671 page 93B.

Said premises being known as 965 Hicksville Road, Massapequa, New York.

TOGETHER with all right, title and interest, if any, of the party of the first part of, 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 incumbered in any way whatever, except as aforesaid.

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

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

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

IN PRESENCE OF:

Jae Yong Chung

Regina Chung



CAB AK

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

January 7, 2019

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

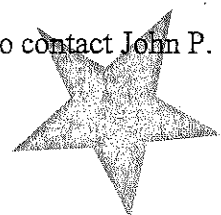
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: 965 HICKSVILLE ROAD, MASSAPEQUA
CLEAN-UP

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of \$2,280.08.

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

1 2019 JAN -9 PM 1:20
...
...



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED
UNDER ROAD RESTORATION

Location (52-138-32) 965 HICKSVILLE RD MASSAPEQUA 11758

Date Jan 3, 2019

Work Order # 55811

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
PATRICK PETERS	General Maintenance	02:30	\$29.53	00:00	0	\$73.83
PATRICK ORLANDO	General Maintenance	02:30	\$43.19	00:00	0	\$107.98
DONALD CHANDLER	General Maintenance	02:30	\$45.50	00:00	0	\$113.75
MARK SCHLOSSER	General Maintenance	02:30	\$42.00	00:00	0	\$105.00
NICOLAS CAMMARANO	General Maintenance	02:30	\$24.96	00:00	0	\$62.40
SEAN MCLAUGHLIN	General Maintenance	02:30	\$24.27	00:00	0	\$60.68
Total Labor						\$523.64

Tools/Vehicle


Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
TD667	PICK-UP TRUCK 2009 FORD F-250 YW (22 / 022)	\$79.00	02:30	\$197.50
TD683	TRUCK DUMP 2010 FORD F-350 YW (T-225) - Power Wagons	\$105.00	02:30	\$262.50
TD692	TRUCK DUMP 2010 FORD F-350 YW (T-215) - Power Wagons	\$105.00	02:30	\$262.50
TD738	TRUCK DUMP 2016 DODGE RAM 3500 POWER WAGON (T-275)	\$105.00	02:30	\$262.50
Total Equipment				\$985.00

Materials

Material	Cost Per Unit	Units	Line Cost
Administrative Fee	\$750.00	1	\$750.00
Tipping Fee (per ton)	\$85.74	0.25	\$21.44
Total Materials			\$771.44

Grand Total \$2280.08

Description of Work:
CLEAN UP 965 HICKSVILLE ROAD MS

Signature: 
Name: Douglas Robalino
Title: Director of Highway Operations
Date: Jan 7, 2019

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 board up the doors of the house located at 47 13th Street, Locust Valley, New York 11560, also known as Section 30, Block 22, Lot 50 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated March 6, 2019, pursuant to Section 96-19 of the Code of the Town of Oyster Bay, have requested that the cost of securing the premises on November 28, 2017, in the amount of \$7,245.62, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated March 6, 2019, 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 \$7,245.62 may be assessed by the Legislature of the County of Nassau against the parcel known as 47 13th Street, Locust Valley, New York 11560, also known as Section 30, Block 22, Lot 50 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

- # -

7/10
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
Councilman Muscarella	Aye
Councilman Macagnone	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye

cc: Supervisor
Town Attorney
Comptroller
Planning & Development
Highway
Town Clerk

14

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: March 6, 2019

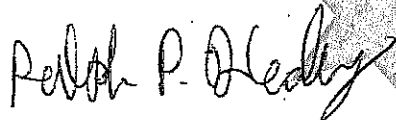
SUBJECT: Property Cleanup Assessment
47 13th Street, Locust Valley, New York 11560
Section 30, Block 22, Lot 50


By the emergency powers granted to the Department of Planning and Development, the Highway Department secured the premises of the house located at 47 13th Street, Locust Valley, New York 11560, also known as Section 30, Block 22, Lot 50 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated January 17, 2019, advised that the property was secured by a crew from the Highway Department on November 28, 2017. The costs incurred by the Town of Oyster Bay were \$5,335.62, \$180 (for pest control) and \$1,730.00 (for fencing), for a total cost of 7,245.62.

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.

JOSEPH NOCELLA
TOWN ATTORNEY


Ralph P. Healey
Special Counsel



RPH:aml
Attachments
Town Attorney (w/7 copies)

2019-6986

Town of Oyster Bay
Inter-Departmental Memo

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

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

DATE : NOVEMBER 1, 2017

SUBJECT : SECTION 30, BLOCK 22, LOT 50
47 13th STREET – LOCUST VALLEY, NEW YORK

James Spano, Deputy Superintendent of the Building Division, and I visited the subject property on Tuesday morning, October 31, 2017 pursuant to your request for a determination on the structural stability of the entire dwelling.

Based on our observations, the dwelling's roofing structure has completely failed. There is evidence that exhibits deflection in the entire roof structure. There are several openings throughout the entire wall and roof structure that allow wind, rain, snow and other environmental elements into the dwelling. As seen through open windows, a portion of the ceiling joists have collapsed onto the first floor. Water damage can be seen throughout the entire first floor as evidenced by the destroyed sheetrock and exposed insulation that has fallen from the framing cavities. Portions of the sill plate have deteriorated to the point where some sections of the vertical framing are no longer attached to the foundation. There is a small addition in the rear of the dwelling that is beginning to separate from the rest of the house. Additionally, the entire basement is full of water. It seems that water service is still available in the house since water can be heard leaking from an open access point to the basement.

The entire dilapidated dwelling presents itself as an imminent danger to the safety and welfare of the residents in the surrounding neighborhood. If the dwelling were to completely collapse, the house has the potential to fall onto the adjoining dwelling (owned by another property owner), given both houses' close proximity to the lot lines.

It is our recommendation, pursuant to the powers granted to you in Chapter 96 (Dangerous Building), Section 20 (Emergencies) of the Code of the Town of Oyster Bay, that you deem the entire dwelling structure to be a Dangerous Building, and it should be ordered that the Town of Oyster Bay demolish the entire dwelling structure (and the accessory building/shed in the rear) and secure the property.

If you have any question regarding this matter, please feel free to speak with me directly.

ELIZABETH L. MACCARONE
COMMISSIONER

Timothy R. Zike
Timothy R. Zike
Deputy Commissioner

TZ
(Pictures Attached)
cc: Michael Esposito, Code Enforcement Bureau

2019-6986

Ken Bishop

From: John Bishop
Sent: Tuesday, January 15, 2019 1:37 PM
To: Ken Bishop; Don Pascucci; Peter Brown; Daniel Kornfeld
Subject: Locust Valley Take Downs

All

I need for tomorrow

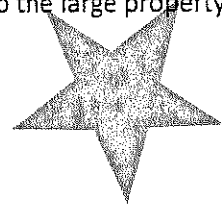
Don – the cost for the exterminators at this location. No oil tank abandonment was performed by a company all done in house

Peter – Need the Red Book page listing employees on the job site on regular time. We have only OT

Ken – Peter stated since the one house was very small the percentage should be 25/75 to the large property as a split of all the employees time. Please confirm which location was the smaller of the 2

Best

John



1. ~~Individual's Deed - Individual or Corporation~~

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

THIS INDENTURE, made the 10th day of June 2005

BETWEEN: JOSEPH BROWN and EDITH BROWN, residing at 110 Cross Street, Locust Valley, New York 11560, as administrators of the Estate of Gloria H. Brown, aka Gloria L. Brown and Gloria Brown, deceased

party of the first part, and JOSEPH BROWN, residing at 110 Cross Street, Locust Valley, New York 11560, as to a one hundred (100%) per cent fee interest

party of the second part

WITNESSETH, that the party of the first part, by virtue of the power and authority given in and by said last will and testament and in consideration of TEN DOLLARS \$ 10.00.00, 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 City of Glen Cove and the Town of Oyster Bay, Nassau County, New York, and known, distinguished and designated as Lots Numbered 50 on a certain map filed in Nassau County Clerk's Office 4/15/14 and entitled and entitled, "Subdivision Plan of Woodland Park, near Locust Valley, L.I. property of the Locust Valley Realty Company, Inc., March 1914, R.C. Harrington, C.E., Glen Cove, Long Island."

SEE SCHEDULE "A"

Said premises is intended to be the same as: 47 Thirteenth Street, Locust Valley, New York 11560; Section: 30 Block 22, Lot(s): 50.

Being and Intended to be

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 individually, or by virtue of said will or otherwise; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

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

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

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

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

IN PRESENCE OF:

JOSEPH BROWN
EDITH M. BROWN

Joseph Brown

Edith M. Brown

2019-6986 D

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

January 17, 2019

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

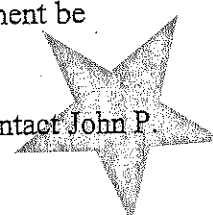
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: 47 13th STREET, VOCUST VALLEY
DEMOLITION

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 \$7,245.62.

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

2019 JAN 23 P 1:30
TOWN OF OYSTER BAY
DEPARTMENT OF PLANNING AND DEVELOPMENT



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (30-22-50) 47 13TH ST LOCUST VALLEY 11560

Date Nov 28, 2017

Work Order # 56315

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
PETER BROWN	General Maintenance	03:00	\$41.77	00:00	0	\$125.31
JAMES AJAMIAN	General Maintenance	03:00	\$45.56	00:00	0	\$136.68
KEVIN FREIBERG	General Maintenance	03:00	\$35.98	00:00	0	\$107.94
ANDREW HOUGHTON	General Maintenance	03:00	\$28.31	00:00	0	\$84.93
JOSEPH KOZIKOWSKI, I	General Maintenance	03:00	\$43.92	00:00	0	\$131.76
ROBERT PALACIOS	General Maintenance	03:00	\$25.56	00:00	0	\$76.68
MICHAEL RICCARDO	General Maintenance	03:00	\$47.21	00:00	0	\$141.63
MICHAEL ROMANO	General Maintenance	00:00	\$35.98	00:00	0	\$0.00
JOSEPH SANTANGELO	General Maintenance	03:00	\$42.58	00:00	0	\$127.74
JASON WAHL	General Maintenance	03:00	\$31.60	00:00	0	\$94.80
RAYMOND SWIERKOWSKI	General Maintenance	03:00	\$30.05	00:00	0	\$90.15
Total Labor						\$1117.62

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
BH013	BACK HOE 2008 KOMAT 200LC YW	\$168.00	03:00	\$504.00
PL083	PAYLOADER 2010 KOMAT WA380 YW (HT-12)	\$168.00	03:00	\$504.00
PU438	PICK UP 2012 FORD F250 TAN (90)	\$79.00	03:00	\$237.00
RO025	ROLL-OFF CHASSIS 2006 INTL 7600 YW (T-618)	\$250.00	03:00	\$750.00
SK009	SKID LOADER 2007 KOMAT 1020 YW	\$26.00	03:00	\$78.00
TD638	TRUCK DUMP 2008 INTL 7400 YW (T-159) -10 Wheeler	\$93.00	03:00	\$279.00
TD687	TRUCK DUMP 2010 INTER 7400 YW (T-189) -10 Wheeler	\$93.00	03:00	\$279.00
TD695	TRUCK DUMP 2011 INTER 7400 YW (T-229) -10 Wheeler	\$93.00	03:00	\$279.00
TD734	TRUCK DUMP 2016 INTL - 10 WHEELER (T-129)	\$93.00	03:00	\$279.00
TD735	TRUCK DUMP 2016 INTL - 10 WHEELER (T179)	\$93.00	03:00	\$279.00
Total Equipment				\$3468.00

Materials

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

Grand Total \$5335.62

Description of Work:

HOUSE TAKE DOWN47 13TH STREET LV

Signature: _____

Name: Douglas Robalino

Title: Director of Highway Operations

Date: Jan 16, 2019

HOUSE DEMO 47 13TH STREET
LOCUST VALLEY

* NAME *	TOTAL		STRAIGHT		STRAIGHT		TOTAL
	PAY RATE	OT RATE	STRAIGHT HRS.	TOTAL OT HOURS	TIME COST	OT COST	
AJAMIAN, JAMES	45.56000	68.34	3.00	0.00	136.68	0.00	136.68
BROWN, PETER	41.77000	62.66	3.00	0.00	125.31	0.00	125.31
KENIN FREIBERG	35.98000	53.97	3.00	0.00	107.94	0.00	107.94
HOUGHTON, DREW	28.31000	42.47	3.00	0.00	84.93	0.00	84.93
JOSEPH KOZIKOWSKI I	43.92000	65.88	3.00	0.00	131.76	0.00	131.76
ROBERT PALACIOS	25.56000	38.34	3.00	0.00	76.68	0.00	76.68
MICHAEL RICCARDO	47.21000	70.82	3.00	0.00	141.63	0.00	141.63
JOSEPH SANTANGELO	42.58000	63.87	3.00	0.00	127.74	0.00	127.74
JASON WAHL	31.60000	47.40	3.00	0.00	94.80	0.00	94.80
REYMOND SWIERKOWSKI	30.05000	45.08	3.00	0.00	90.15	0.00	90.15
					1,117.62	0.00	1,117.62

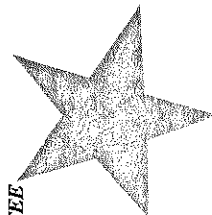
EQUIPMENT & MATERIALS

	HOURS	RATE	COST
BACK HOW	3	\$168.00	\$504.00
PAY LOADER	3	\$168.00	\$504.00
PICK UP	3	\$79.00	\$237.00
SKID LOADER	3	\$26.00	\$78.00
ROLL-OFF	3	\$250.00	\$750.00
TRUCK DUMP	15	\$93.00	\$1,395.00
			\$3,468.00

ADMINISTRATION FEE

PEST CONTROL

FENCE



TOTAL \$7,245.62

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 December 13, 2018, authorized the Highway Department to clean up the premises located at 40 Glenwood Road, Glen Head, New York 11545, also known as Section 21, Block 12, Lot 27 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated March 5, 2019, 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 20, 2018, in the total amount of \$1,689.48, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Joseph Nocella, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated March 5, 2019, 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 \$1,689.48 may be assessed by the Legislature of the County of Nassau against the parcel known as 40 Glenwood Road, Glen Head, New York 11545, also known as Section 21, Block 12, Lot 27 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
Councilman Muscarella	Aye
Councilman Macagnone	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye

cc: Supervisor
Town Attorney
Comptroller
Planning & Development
Highway
Town Clerk

Reviewed By
Office of Town Attorney
Ralph P. Healey

11

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: March 5, 2019


SUBJECT: Property Cleanup Assessment
40 Glenwood Road, Glen Head, New York 11545
Section 21, Block 12, Lot 27

The Department of Planning and Development, by memorandum dated December 13, 2018, directed the Highway Department to clean the premises located at 40 Glenwood Road, Glen Head, New York 11545, also known as Section 21, Block 12, Lot 27 on the Land and Tax Map of the County of Nassau. (See attached copy of deed). The Highway Department has, by memorandum dated January 3, 2019, advised that the property was cleaned by a crew from the Highway Department on December 20, 2018. The cost incurred by the Town of Oyster Bay was \$1,689.48.

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.

JOSEPH NOCELLA
TOWN ATTORNEY


Ralph P. Healey
Special Counsel

RPH:aml
Attachments
cc: Town Attorney (w/7 copies)

2019-6953

TOWN OF OYSTER

Inter-Departmental Memo
December 13, 2018

To: JOHN BISHOP: DEPUTY COMMISSIONER/HIGHWAY
From: MICHAEL ESPOSITO: CODE ENFORCEMENT BUREAU
Through: ELIZABETH L. MACCARONE: COMMISSIONER OF
DEPARTMENT OF PLANNING AND DEVELOPMENT
Subject: 40 Glenwood Road Glen Head, NY 11545
SBL: 21-12-27

Nov. (No.18346) was issued to the owner of the above-referenced premises 12/04/2018 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:

- The grass and vegetation be cut including the sidewalk obstruction.

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/js

cc: Joseph Nocella, Town Attorney

no. 4
consideration

BARGAIN AND SALE DEED WITH COVENANT AGAINST
GRANTOR'S ACTS (INDIVIDUAL OR CORPORATION)

STANDARD NYBTU FORM 8007

CAUTION: THIS AGREEMENT SHOULD BE PREPARED BY AN ATTORNEY AND REVIEWED BY ATTORNEYS FOR
SELLER AND PURCHASER BEFORE SIGNING.

THIS INDENTURE, made the 21st day of April, Two Thousand and Three, between

HAROLD L. BUSCHING residing at 49 Kissam Lane, Glen Head, New York, party of the first
part, and

DEBORAH H. BUSCHING, residing at 40 Glenwood Road, Glen Head, New York, party of the
second part,

WITNESSETH, that the party of the first part, in consideration of ten dollars (\$10.00), lawful money
of the United States, 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 SCHEDULE "A" annexed hereto and made a part thereof.

SAID premises are known as 40 Glenwood Road, Nassau County, Glen Head, New York and as
Section 21, Block 12, Lot 27, on the Nassau County Tax Map.

BEING THE SAME PREMISES conveyed by deed dated 1/15/99 and recorded in the office of the
Nassau County Clerk on 1/29/99 in Liber 11413, Page 305.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any
streets and roads abutting the above described premises to the center lines thereof.

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

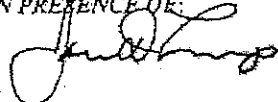
TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the
heirs or successors and assigns of the party of the second part forever.

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

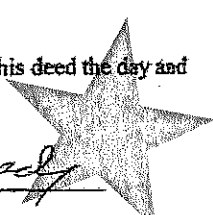
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that
the party of the first part will receive the consideration for this conveyance and will hold the right to
receive such consideration as a trust fund to be applied first for the purpose of paying the cost of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

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

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

IN PRESENCE OF:



Harold L. Busching



see
21
block
12
lot
27

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

-----X
THE BANK OF NEW YORK MELLON FKA THE
BANK OF NEW YORK, AS TRUSTEE FOR THE
CERTIFICATEHOLDERS OF CWABS INC., ASSET-
BACKED CERTIFICATES, SERIES 2006-09,

Plaintiff,

-against-

DEBORAH FRENCH A/K/A DEBORAH H. BUSCHING,
NORTH STAR CAPITAL ACQUISITIONS, LLC, "JOHN
DOE 1 to JOHN DOE 25", said names being fictitious, the
persons or parties intended being the persons, parties,
corporations or entities, if any, having or claiming an
interest in or lien upon the mortgaged premises described
in the complaint,

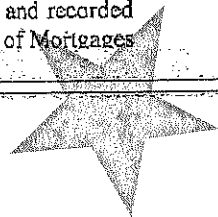
Defendants.
-----X

NOTICE OF PENDENCY

INDEX NO.: 16-006843

FILED:

NOTICE IS HEREBY GIVEN that an action has been commenced and is now pending
in this Court upon the complaint of the above named Plaintiff against the above named
Defendants for the foreclosure of a certain mortgage made by DEBORAH FRENCH to
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ACTING SOLELY AS A
NOMINEE FOR COUNTRYWIDE HOME LOANS, INC. dated April 25, 2006 and recorded
with the Nassau County Clerk's Office on June 27, 2006 in Liber Book: M 30664 of Mortgages



CCB RPH
(am2)

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

January 3, 2019

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

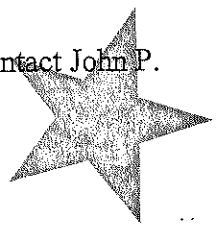
FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: 40 GLENWOOD ROAD, GLEN HEAD
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 \$1,689.48.

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

2019 JAN 10 P 2 41
TOWN OF OYSTER BAY
DEPARTMENT OF PLANNING AND DEVELOPMENT



MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (21-12-27) 40 GLENWOOD RD GLEN HEAD 11545

Date Dec 20, 2018

Work Order # 55537

Labor Costs

Employee's Name		Regular Work Hours	Regular Rate	Overtime Hours	Overtime Rate	Line Cost
SCOTT DADE	General Maintenance	02:00	\$48.31	00:00	0	\$96.62
ANDREW HOUGHTON	General Maintenance	02:00	\$28.31	00:00	0	\$56.62
PAUL LIZARDOS	General Maintenance	02:00	\$23.75	00:00	0	\$47.50
BRIAN TROTTA	General Maintenance	02:00	\$28.08	00:00	0	\$56.16
DORIAN COVEN	General Maintenance	02:00	\$26.29	00:00	0	\$52.58
Total Labor						\$309.48

Tools/Vehicle

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
PU406	PICK UP 2011 FORD F250 TAN (9 / 011)	\$79.00	02:00	\$158.00
TD715	TRUCK DUMP 2012 FORD F-350 YW (T-115)- Power Wagons	\$105.00	02:00	\$210.00
TD725	TRUCK DUMP 2014 INTER 7300 YELLO (T-111)- 6 Wheeler	\$131.00	02:00	\$262.00
Total Equipment				\$630.00

Materials

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

Grand Total \$1689.48

Description of Work:

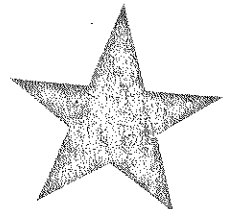
CLEEN UP 40 GLENWOOD ROAD GLEN HEAD

Signature: _____

Name: Douglas Robalino

Title: Director of Highway Operations

Date: Jan 3, 2019



WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated March 21, 2019, requested Town Board authorization to employ a performer to provide entertainment for GAP Program participants at a total cost of \$225.00, as follows:

Ellis Adler
Funnyman Productions
1564 Laurel Hollow Road
Syosset, New York, 11791
Performance date: Saturday, May 11, 2019
Location: Marjorie R. Post Community Park
Fee: \$225.00

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and the Supervisor, or his designee, is authorized to execute an agreement to employ the aforementioned performer, at a total cost of \$225.00, for the purposes of providing entertainment to GAP Program participants, to be paid by the Friends of the Community Services Dept., Inc.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Community & Youth Services

Reviewed By
Office of Town Attorney

5

TOWN OF OYSTER BAY
Inter-Departmental Memorandum

March 21, 2019

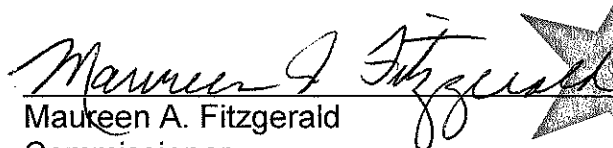
TO: Memorandum Docket

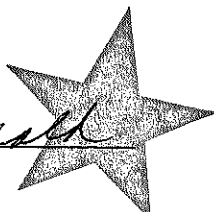
FROM: Maureen A. Fitzgerald, Commissioner
Department of Community and Youth Services

SUBJECT: Services for GAP

The Department of Community & Youth Services requests Town Board authorization to employ the services of Funnyman Productions to provide entertainment for the Group Activities Program (GAP). Ellis Adler, of 1564 Laurel Hollow Road, Syosset, NY 11791, is the owner of Funnyman Productions. Ellis will provide entertainment on May 11, 2019 at Marjorie R. Post Community Park. The cost for this performance is \$225.00. This performance will be paid by Friends of the Community Services Dept., Inc.

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


Maureen A. Fitzgerald
Commissioner



MAF:jd
Attachment
cc: Town Attorney (+7 copies)

Contract No.: 060-2019

Contract

This Contract, made by and between the Town of Oyster Bay's Department of Community and Youth Services, located at 977 Hicksville Road, Massapequa, New York 11758 (hereinafter referred to as "TOWN") and Ellis Adler, located at 1564 Laurel Hollow Road, Syosset, New York 11791 (hereinafter referred to as "CONTRACTOR") in consideration of mutual interests provided for hereby, the parties herein agree as follows:

Performance by: Funnyman Productions
Date: May 11, 2019
Location: Marjorie R. Post Community Park
Amount: \$225.00

In consideration of these services, the Friends of the Community Services Department, Inc., agrees to pay CONTRACTOR the sum of Two hundred twenty five dollars. If CONTRACTOR fails to appear, or is incapacitated from rendering a performance through sickness or otherwise, CONTRACTOR shall not receive any compensation. Payment for the above services shall be made upon submission of your invoice and the claim form provided by TOWN.

ELLIS ADLER

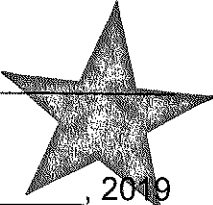
CONTRACTOR

DATE: _____, 2019

TOWN OF OYSTER BAY

COMMISSIONER

DATE: _____, 2019



Meeting of April 16, 2019

Resolution No. 227-2019

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated March 21, 2019, recommended that the Town Board authorize a refund to be paid to Christopher Black, in the amount of \$325.00 for his registration fee for spring hockey at the Town of Oyster Bay Skating Center at Bethpage,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted and approved, and the Department of Parks is hereby authorized to issue a refund in the amount of \$325.00 to Christopher Black, from Account No. PKS A 0001 02001 510 0000, and payment of said refunds are to be made upon presentation of a duly certified claim, after audit by the Comptroller.

-#-

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

cc: Supervisor
Town Attorney
Comptroller
Parks

6

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner of Parks

DATE: March 21, 2019

SUBJECT: Resident Refund

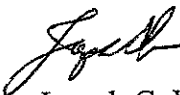
The Department of Parks has received correspondence from Christopher Black requesting a refund of his registration fee for spring hockey at the Town of Oyster Bay Ice Skating Center at Bethpage in the amount of \$325.00. Please see attached for pertinent information regarding this refund request.

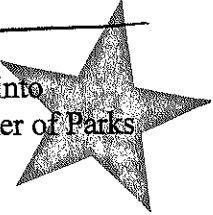
The refund should be mailed to:

Christopher Black
4 Dean Street
Farmingdale, NY 11735

The Department of Parks requests that the Town Board authorize a refund.

Kindly debit account PKS A 0001 02001 510 0000.


Joseph G. Pinto
Commissioner of Parks



JGP:lc

Attachments

CC: Office of the Town Attorney (original + 7 copies)

>> Could you please provide a phone number so I can call to discuss.

>>

>> Thank you

>> Joe Pinto

>>

>> -----Original Message-----

>> From: Chris Black [mailto:acblack4@yahoo.com]

>> Sent: Friday, March 01, 2019 11:48 AM

>> To: Joseph Pinto

>> Subject: Requesting a refund

>>

>> Hi there,

>>

>> My name is Andriana Black, and on Thursday, February 21, my husband had gone in to Town Of Oyster Bay ice rink to sign my son up for Farmingdale Middle School Hockey. After my husband's credit card information was taken, he had found out that the amount of children they were allowing to sign up was more than what was discussed, and in which case, resulted in him wanting a refund. We were misinformed about the program, and felt that it would not be beneficial to have our son be a part of the program.

>>

>> It's been brought to my attention that I have to write a letter and state my reason for wanting a refund. Please accept the explanation above as my letter.

>>

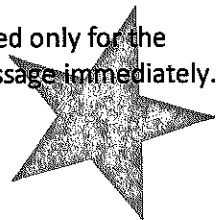
>> I am respectfully asking that you make this matter a priority, and approve the refund.

>>

>> I am attaching the receipt to this email.

>>

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





TOWN OF OYSTER BAY
Department of Parks
GENERAL RECEIPT

4362

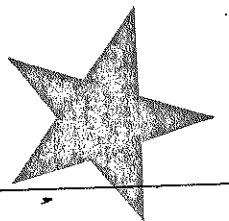
~~FARMINGDALE # 69~~
NB 124

Name <i>CAMERON BLACK</i>			Phone <i>[REDACTED]</i>	
Street <i>4 DEAN ST</i>			Age <i>11</i>	
Town <i>FARMINGDALE</i>		Zip <i>Nor.</i>	Day	Hour
Activity <i>SPRING 2019 TOB HOCKEY</i>		Location <i>BETHPAGE</i>		
Mo./ <i>2</i>	Day/ <i>21</i>	Year <i>19</i>	Received By <i>[Signature]</i> <i>STOEVE</i>	
			Fee \$ <i>325.00</i>	

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

Cash ☐

Check ☐



BETHPAGE, NY
(516) 433-7465

02/22/19

20:32:08

Term ID: 003
Merchant ID: 000016163012
Bank ID: 6001

BATCH INQUIRY REPORT

Sales	:	2	\$	650.00
Refunds	:	0	\$	0.00
Total	:	2	\$	650.00

PK5191043

TOB HOCKEY
1001 STEWART AVE
BETHPAGE, NY 11714
(516) 433-7465

02/22/19

20:32:09

DETAIL REPORT

TT	Acct #	Sale	total
Inv #			
S	VS6559	325.00	325.00
	000001		
S	VS7297	325.00	325.00
	000002		

Grand Totals

Total:	2	\$	650.00
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TOB HOCKEY
1001 STEWART AVE
BETHPAGE, NY 11714
(516) 433-7465

Term ID: 003

02/22/19

20:32:16

SETTLEMENT REPORT

Batch Num: 62002
Host Name: VNTV
Merchant: 1

Sales	:	2	\$	650.00
Refunds	:	0	\$	0.00
Total	:	2	\$	650.00

Settlement Successful

TOB HOCKEY
1001 STEWART AVE
BETHPAGE, NY 11714
(516) 433-7465

Bank ID: 6001
Merchant ID: 3012
Term ID: 003

Sale

XXXXXXXXXX
VISA

Entry Method: Chip

Total: \$ 325.00

02/21/19

21:51:05

Inv #: 000002

Appr Code: 04497C

Approval: Online

Batch#: 052002

Retrieval Ref. #: 00100002

I agree to pay above total amount
according to card issuer agreement
(Merchant agreement if credit voucher)

Christopher
BLACK-CHRISTOPHER

CHASE VISA
AID: A0000000031010
TSI: F800
TVR: 0000000000

Merchant Copy
HAVE A NICE DAY

TOWN OF OYSTER BAY

SUMMARY OF BANK DEPOSIT REPORT

DEPARTMENT: <u>TOB HOCKEY</u>		LOCATION: <u>Beth page</u>	
DESCRIPTION OF RECEIPTS: <u>TOB SPRING HOCKEY 2019</u>		CODE #:	
DATE OF RECEIPTS <u>2/19/19</u>	DATE OF DEPOSITS <u>2/20/19</u>	AMOUNT <u>650.00</u>	
<u>GRANLUCAS BRAVIN</u>	<u>credit card</u> <u>VISA</u>	<u>325</u>	<u>00</u>
<u>Cameron Black</u>	<u>VISA</u>	<u>325</u>	<u>00</u>
NAME OF BANK: <u>Chase</u>		TOTAL AMOUNT OF DEPOSITS	<u>650.00</u>
DO NOT WRITE IN SPACE BELOW. FOR USE BY DIRECTOR OF FINANCE.		LAST REPORT YEAR TO DATE	
		ADJUSTMENTS	
		TOTAL DEPOSITS YEAR TO DATE	
CASH RECEIPT NO.			

SIGNATURE OF AUTHORIZED EMPLOYEE

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated March 20, 2019, requested Town Board authorization to enter into an Urban Senior Jobs Program Host Agency Training and Maintenance of Effort Agreement with the Urban League of Westchester, to allow for Urban Senior Jobs Program ('USJP') participants to serve in part-time, clerical functions with the Department of Intergovernmental Affairs, Division of Employment and Training; and

WHEREAS, Commissioner Sammartano, by the aforementioned memorandum, advised that the USJP is a community service and work-based job training program for older Americans, through which low-income, unemployed senior citizens are provided with paid work experience assignments at non-profit agencies and public facilities that are contracted as a 'Host Agency' with the Urban League of Westchester; and

WHEREAS, Commissioner Sammartano, by the aforementioned memorandum, advised that the Urban League of Westchester is a recipient of Federal funding provided through the Older Americans Act, operates a satellite office in Amityville, and administers the Urban Senior Jobs Program in Nassau and Suffolk Counties; and

WHEREAS, Commissioner Sammartano, by the aforementioned memorandum, also advised that this Agreement is at no cost to the Town of Oyster Bay, with all wages and benefits provided through the USJP paid by the Urban League of Westchester; and

WHEREAS, Commissioner Sammartano recommended that the Town Board grant authorization for the Supervisor, or his designee, to execute the USJP Host Agency Training and Maintenance of Effort Agreement, after negotiation and approval of the Town Attorney;

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted, and the Supervisor, or his designee, is hereby authorized to execute the USJP Host Agency Training and Maintenance of Effort Agreement with the Urban League of Westchester, after negotiation and approval of the Town Attorney, to allow for USJP participants to serve in part-time, clerical functions with the Department of Intergovernmental Affairs, Division of Employment and Training.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Intergovernmental Affairs

MS
Reviewed By
Office of Town Attorney
Elizabeth A. Jaughan

17

TOWN OF OYSTER BAY
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: FRANK V. SAMMARTANO, COMMISSIONER
INTERGOVERNMENTAL AFFAIRS

DATE: MARCH 20, 2019

SUBJECT: URBAN LEAGUE OF WESTCHESTER
URBAN SENIOR JOBS PROGRAM

The Urban League of Westchester as a recipient of Federal funding provided through the Older Americans Act administers the Urban Senior Jobs Program (USJP), a community service and work-based job training program for older Americans. Through this program low-income, unemployed Senior Citizens are provided with paid work experience assignments at non-profit agencies and public facilities that are contracted as Host Agency's with the Urban League of Westchester.

The Urban League of Westchester operates a satellite office in Amityville which administers the USJP within Nassau and Suffolk County. The Town of Oyster Bay's Department of Intergovernmental Affairs, Division of Employment and Training (DET) wishes to enter into an Urban Senior Jobs Program Host Agency Training and Maintenance of Effort Agreement (Agreement) with the Urban League of Westchester. This Agreement would allow for USJP participants to serve in part-time, clerical functions with DET. All wages and benefits provided through the USJP are paid by the Urban League of Westchester and would be at no cost to the Town of Oyster Bay.

Therefore, it is respectfully requested that the Town Board authorize the Department of Intergovernmental Affairs, Division of Employment and Training to enter into an Urban Senior Jobs Program Host Agency Training and Maintenance of Effort Agreement to be negotiated and approved by the Town Attorney and further authorize the Supervisor and/or his designee to execute said agreement.


Frank V. Sammartano
Commissioner

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated March 19, 2019, requested that the Town Clerk be authorized to publish a Public Notice in Newsday, regarding the Transfer of Funds for the 42nd Community Development Program Year, from PS Community Center Rehabilitation to PF&I Streetscapes Town-wide, in the amount of \$5,000.00, the cost of said Notice to be paid from Account No. IGA CD 8686 44100 000 CD19,

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby accepted and approved, and the Town Clerk is hereby authorized and directed to publish the aforesaid Public Notice in Newsday, and the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, from Account No. IGA CD 8686 44100 000 CD19.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Intergovernmental Affairs

Reviewed By
Office of Town Attorney
Elizabeth A. Faughnan

18

Town of Oyster Bay Inter-Departmental Memorandum

TO: Memorandum Docket

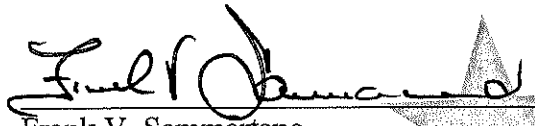
FROM: Frank V. Sammartano, Commissioner
Intergovernmental Affairs

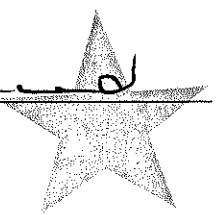
DATE: March 19, 2019

SUBJECT: Community Development
Public Notice for Transfer of Funds
42nd Program Year

To effectively implement the Town's Community Development Program, it is necessary to amend the above referenced Contract Agreement with Nassau County, as detailed in the attachment. The Public notice must be published in an English language paper of general town wide circulation. In this regard, it is recommended that Newsday be utilized for the notice. The Public Notice will be forwarded to the Town Clerk for publication in the Nassau edition of Newsday. The public notice has been approved by the Town Attorney's Office. Funds for the public notice are available in account IGA CD 8686 44100 000 CD19.

The organization that originally applied for the funding has not been in communication with this department in 2 years. They have not complied with the CDBG regulations to date that would make them eligible for the funds. The funding agency is requiring this department to move the funding to an active expenditure line.


Frank V. Sammartano
Commissioner



FVS/PA
Attachment
cc: Town Board w/ 7 copies

Legal Notice to be published on

**Public Notice
Nassau County**

**NOTICE TO PUBLIC OF NASSAU URBAN COUNTY CONSORTIUM PROPOSED
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AMENDMENTS**

COUNTY OF NASSAU OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT,
40 Main Street, 1ST, Floor, Hempstead NY 11550. Telephone number: (516) 572-1924.

Overall Program Description:

The Nassau County Office of Housing and Community Development is the overall administrative agent for the Federal Community Development Block Grant, HOME Investment Partnerships, and the Emergency Solutions Grants (ESG) Programs. These programs are intended to support the goals of providing decent housing, providing a suitable living environment and expanding economic opportunities for low and moderate income persons.


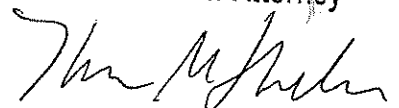
The Town of Oyster Bay - The Town proposes to make the following revisions:

42nd Yr. CQH16000055- Transfer \$5,000.00 from PS Community Center Rehab. to PF&I Streetscapes Town wide.

PUBLIC COMMENT

Additional information on the Nassau County Community Development Program and program changes is available from the Nassau County Office of Community Development, 40 Main Street, 1st Floor, Hempstead, New York 11550. Comments on the proposed Program Amendment can be directed to Kevin J. Crean, Director, Nassau County Office of Housing and Community Development, no later than, _____.

Reviewed By
Office of Town Attorney



WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated March 22, 2019, requested that the Supervisor or his designee, Colin Bell, Deputy Commissioner, Department of Intergovernmental Affairs, be authorized to execute an amendment to the Inter-Municipal Agreement with Nassau County, under the Community Revitalization Program, allowing for the disbursement of funds from the County to the Town in an amount not to exceed \$34,000.00, to assist the Town in the purchase and installation of an updated Heating, Ventilation and Air Conditioning (HVAC) system at the Hicksville Gregory Museum, located at 1 Heitz Place, Hicksville, New York,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and the Supervisor or his designee, Colin Bell, Deputy Commissioner, Department of Intergovernmental Affairs, is hereby authorized to enter into an amended Inter-Municipal Agreement with Nassau County, and execute any necessary related documents, in order to provide for Community Revitalization Program funding in an amount not to exceed \$34,000.00 from the County to the Town, to assist the Town in the purchase and installation of an updated Heating, Ventilation and Air Conditioning (HVAC) system at the Hicksville Gregory Museum, located at 1 Heitz Place, Hicksville, New York; and be it further

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

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Intergovernmental Affairs

Reviewed By
Office of Town Attorney

Elizabeth A. Faughnan

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

19

TO: MEMORANDUM DOCKET

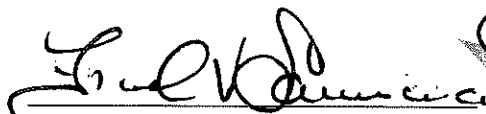
FROM: FRANK V. SAMMARTANO, COMMISSIONER
INTERGOVERNMENTAL AFFAIRS

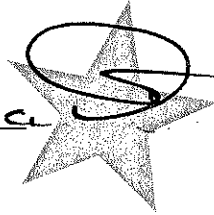
DATE: MARCH 22, 2019

SUBJECT: COMMUNITY REVITALIZATION PROGRAM:
HICKSVILLE GREGROY MUSEUM

The Town of Oyster Bay has been approved to receive up to \$34,000 through the Nassau County Community Revitalization Program (CRP). Funding through this program would be provided in reimbursement for eligible expenses incurred towards the purchase and installation of an updated Heating, Ventilation and Air Conditioning (HVAC) system at the Hicksville Gregory Museum, located at 1 Heitz Place in Hicksville, NY.

Receipt of CRP funding is contingent upon the execution of an 'Agreement Between the County of Nassau, New York and the Town of Oyster Bay in Relation to Intermunicipal Cooperation'. It is therefore respectfully requested that the Town Board adopt a Resolution authorizing the Supervisor, and Colin Bell as the Supervisor's authorized designee to execute documents in connection with this grant funded project.


Frank V. Sammartano,
Commissioner



AGREEMENT BETWEEN THE COUNTY OF NASSAU, NEW YORK AND THE TOWN
OF OYSTER BAY IN RELATION TO INTERMUNICIPAL COOPERATION

THIS AGREEMENT ("Agreement") made and dated as of the date (the "Effective Date") that this Agreement is executed by Nassau COUNTY, by and between the COUNTY of Nassau, a municipal corporation, having its principal offices at 1550 Franklin Avenue, Mineola, New York 11501 (the "COUNTY") and the TOWN OF OYSTER BAY having its principal offices at 54 AUDREY AVENUE, OYSTER BAY, NEW YORK 11771 ("TOWN").

WITNESSETH:

WHEREAS, it is in the best interests of the COUNTY and the TOWN to share resources in the undertaking of municipal improvement projects and other purposes, as authorized by Article 5-G of the General Municipal Law ("GML") of the State of New York;

WHEREAS, each party hereto has certain resources, including equipment, personnel and financing which is available to carry out such projects and purposes;

WHEREAS, it is possible to make such resources available for mutual use when it is in the public interest;

WHEREAS, it is desirable for the COUNTY and the TOWN to undertake a certain project as authorized by the GML through this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto do agree as follows:

Section 1. The COUNTY and the TOWN each represent that they are authorized, pursuant to Article 9, § 1 of the New York State Constitution and Article 5-G of the GML to enter into intergovernmental agreements to undertake the project, as described herein.

Section 2. The COUNTY and the TOWN, believing it to be in their respective best interests, do hereby authorize inter-municipal cooperation for the project as hereinafter defined.

Section 3. Under all applicable rules of public bidding and procurement, the TOWN will undertake a project to purchase, upgrade, and install a HVAC, or heating, ventilation, and air conditioning, system at the Hicksville Gregory Museum in order to provide museum services to the residents of the County in concert with the Nassau County Department of Parks, Recreation, and Museums ("Project"). The TOWN

represents and warrants that it has completed its review of the project pursuant to the applicable provisions of the New York State Environmental Quality Review Act ("SEQRA") and has provided the COUNTY with documentations evidencing its SEQRA compliance.

Section 4. The COUNTY shall provide THIRTY-FOUR THOUSAND DOLLARS (\$34,000.00) ("Funds") to the TOWN for the purchase of goods and services in connection with the Project. Payment shall be made to the TOWN in arrears and on a reimbursement basis and shall be contingent upon (i) the TOWN submitting a claim voucher (the "Voucher") in a form satisfactory to the COUNTY, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the COUNTY supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the COUNTY and/or the COUNTY Comptroller or his/her duly designated representative (the "Comptroller").

Section 5. The TOWN shall use these Funds solely for the Project no later than five (5) years from the execution of this Agreement. The COUNTY's role in the Project shall be limited to providing the Funds. Accordingly, the COUNTY shall have no responsibility or liability to any person or entity for any element of the Project.

Section 6. The TOWN shall (i) as between the COUNTY and the TOWN, accept full ownership, liability, and maintenance responsibilities for the Project; and (ii) grant to the COUNTY and its residents access to the Project equal to access enjoyed by residents of the TOWN for a period of at least five (5) years. The COUNTY shall not be obligated to contribute any funds or incur any costs or burdens associated with its use.

Section 7. Regardless of whether required by Law (as defined herein), the TOWN shall, and shall cause its agents to, conduct their activities in connection with this Agreement so as not to endanger or harm any person or property. The TOWN shall deliver services under this Agreement in a professional manner consistent with applicable best practices. The TOWN shall ensure that all approvals, licenses, and certifications ("Approvals") which are necessary or appropriate are obtained.

Section 8. The COUNTY and the TOWN shall comply with any and all federal, state and local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with their performance under this Agreement. In furtherance of the foregoing, the TOWN is bound by and shall comply with the terms of Appendices EE attached hereto. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or

adopted.

Section 9. The TOWN shall maintain and retain, for a period of six (6) years following the termination of this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to its individual performance under this Agreement. Such Records shall at all times be available for audit and inspection by the COUNTY Comptroller, or any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefor, and any of their duly designated representatives. The provisions of this Section shall survive termination of this Agreement.

Section 10.

- a) The TOWN shall be solely responsible for and shall indemnify and hold harmless the COUNTY, its officers, employees and agents ("Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorney's fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the TOWN or any agent of the TOWN in the maintenance and control of the Project undertaken pursuant to this Agreement, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same.
- b) The TOWN shall, upon the COUNTY's demand and at the COUNTY's direction, promptly and diligently defend, at the TOWN's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties and the TOWN shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- c) The TOWN shall, and shall cause its agents to, cooperate with the COUNTY in connection with the investigation, defense or prosecution of any action, suit or proceeding.
- d) The provisions of this Section shall survive termination of this Agreement.

Section 11. Nothing contained herein shall be construed to create an employment or principal-agent relationship, or a partnership or joint venture, between the COUNTY and any officer, employee, servant, agent or independent contractor of the TOWN, or between the TOWN and any officer, employee, servant, agent or independent contractor of the COUNTY, and neither party shall have the right, power or authority to obligate or bind the other in any manner whatsoever.

Section 12. Notwithstanding any other provision of this Agreement:

- a) Approval and Execution. The COUNTY shall have no liability under this Agreement (including any extension or other amendments of this Agreement) to any person unless (i) all COUNTY approvals have been obtained, including, if required, approval by the COUNTY Legislature, and (ii) this Agreement has been executed by the COUNTY Executive or his/her designee.
- b) Availability of Funds. The COUNTY shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the COUNTY from the state and/or federal governments.

Section 13. This Agreement represents the full and entire understanding and agreement between the COUNTY and the TOWN with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

Section 14.

- a) The undersigned representative of the COUNTY of Nassau hereby represents and warrants that the undersigned is an officer, director or agent of the COUNTY of Nassau with full legal rights, power and authority to sign this Agreement on behalf of the COUNTY of Nassau and to bind the COUNTY of Nassau with respect to the obligations enforceable against the COUNTY of Nassau in accordance with its terms.
- b) The undersigned representative of the TOWN hereby represents and warrants that the undersigned is an officer, director or agent of the TOWN with full legal rights, power and authority to sign this Agreement on behalf of the TOWN and to bind the TOWN with respect to the obligations enforceable against the TOWN in accordance with its terms.

IN WITNESS WHEREOF,

TOWN OF OYSTER BAY

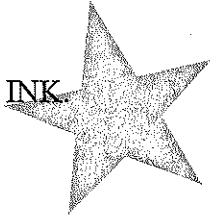
By _____ Date _____

COUNTY OF NASSAU

By _____ Date _____
Deputy COUNTY Executive

Print Name _____

EXECUTE in BLUE INK



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

On the ____ day of _____ in the year 2016 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the COUNTY of _____; and that he or she signed his or her name hereto and has executed the above instrument.

NOTARY PUBLIC

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

On the ____ day of _____ in the year 2016 before me personally came _____ to me personally known, who, being duly sworn, did depose and said that (s)he resides in _____ COUNTY; that (s)he is the COUNTY Executive or _____ Chief Deputy COUNTY Executive or _____ Deputy COUNTY Executive of the COUNTY of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto.

NOTARY PUBLIC

Appendix EE

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau COUNTY Contracts," governs all COUNTY Contracts as defined by such title and solicitations for bids or proposals for COUNTY Contracts. In accordance with Local Law 14-2002:

- a. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- b. At the request of the COUNTY contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- c. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the COUNTY Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- d. The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.
- e. The Contractor shall, in its advertisements and solicitations for Subcontractors,

indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

- f. Contractors must notify and receive approval from the respective TOWN Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- g. Contractors for projects under the supervision of the COUNTY's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.
- h. At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- i. In the case where a request is made by the contracting agency or a Deputy COUNTY Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- j. Award of a COUNTY Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.
- k. A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE

compliant or considered breach of the COUNTY Contract.

1. The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
 - a. Upon receipt by the Executive Director of a complaint from a contracting agency that a COUNTY Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
 - b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
 - c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").
 - m. The contractor shall provide contracting agency with information regarding all subcontracts awarded under any COUNTY Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the TOWN Head relating to subcontractor utilization and efforts to obtain M/WBE participation..

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy COUNTY Executive with oversight responsibility for the contracting agency.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "COUNTY Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a COUNTY contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the COUNTY; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a COUNTY contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "COUNTY Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a COUNTY contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "COUNTY Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the COUNTY, whether a contractor, licensor, licensee or any other party, that is (i) a party to a COUNTY Contract, (ii) a bidder in connection with the award of a COUNTY Contract, or (iii) a proposed party to a COUNTY Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "COUNTY Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau COUNTY and surrounding areas or having verbally solicited M/WBEs whom the COUNTY Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the COUNTY Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a COUNTY Contractor's affidavit with a notary's signature and stamp shall

be required as part of the documentation.

- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the COUNTY Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the COUNTY Contract.
- f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the COUNTY Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the COUNTY Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the COUNTY Contractor must also be included with the Best Effort Documentation
- i. COUNTY Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

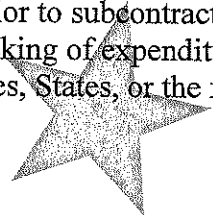
As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau COUNTY Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of

final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the COUNTY Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the COUNTY pursuant to a COUNTY contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the COUNTY pursuant to a COUNTY contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the COUNTY, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring TOWN head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of COUNTY dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.



Meeting of April 16, 2019

Resolution No. 231-2019

WHEREAS, By Resolution No. 884-2017, adopted on December 12, 2017, the Town Board authorized the retention of Fevola Reporting & Transcription Inc., 15 Franciscan Lane, Smithtown, New York 11787, for the purpose of providing stenographic services to the Office of the Town Attorney; and

WHEREAS, Joseph Nocella, Town Attorney, and Frank M. Scalera, Chief Deputy Town Attorney, by memorandum dated March 12, 2019, requested that Resolution No. 884-2017, be amended to provide an additional amount not to exceed \$562.11 to satisfy outstanding invoices from Fevola Reporting & Transcription Inc. for the year of 2018,

NOW, THEREFORE BE IT RESOLVED, That Resolution No. 884-2017 be amended to increase the authorized fees of Fevola Reporting & Transcription Inc. in an amount not to exceed \$562.11, and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment from Account No. OTA A 1420 44110 000 0000, upon submission of a duly certified claim, after audit.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller

Reviewed By
Office of Town Attorney

20

Town of Oyster Bay Inter-Departmental Memo

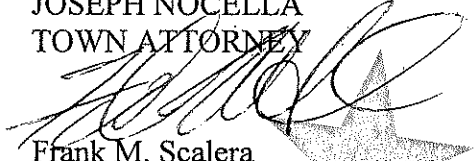
TO: Memorandum Docket
FROM: Office of the Town Attorney
DATE : March 12, 2019
SUBJECT: Fevola Reporting & Transcription, Inc.
Stenographic Services

By Resolution No. 884-2017, adopted on December 12, 2017, the Town Board authorized the retention of Fevola Reporting & Transcription Inc., 15 Franciscan Lane, Smithtown, New York 11787, for the purpose of providing stenographic services to the Office of the Town Attorney.

This office requests that the Town Board amend Resolution No. 884-2017 to authorize additional funds in order to satisfy outstanding invoices for the year 2018 in the amount of \$562.11. Funds are available in Account No. OTA A 1420 44110 000 0000.

Submitted herewith is the Resolution for the foregoing.

JOSEPH NOCELLA
TOWN ATTORNEY


Frank M. Scalera
Chief Deputy Town Attorney

Attachment
LT1130
cc: Town Attorney (with 7 copies)

Reviewed By
Office of Town Attorney

WHEREAS, By Resolution No. 884-2017, adopted on December 12, 2017, the Town Board authorized the retention of Fevola Reporting & Transcription Inc., 15 Franciscan Lane, Smithtown, New York 11787, for the purpose of providing stenographic services to the Office of the Town Attorney; and

WHEREAS, Joseph Nocella, Town Attorney, and Frank M. Scalera, Chief Deputy Town Attorney, by memorandum dated March 12, 2019, requested that Resolution No. 884-2017, be amended to provide an additional amount not to exceed \$562.11 to satisfy outstanding invoices from Fevola Reporting & Transcription Inc. for the year of 2018,

NOW, THEREFORE BE IT RESOLVED, That Resolution No. 884-2017 be amended to increase the authorized fees of Fevola Reporting & Transcription Inc. in an amount not to exceed \$562.11, and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment from Account No. OTA A 1420 44110 000 0000, upon submission of a duly certified claim, after audit.

-#-

Meeting of April 16, 2019

Resolution No. 233-2019

WHEREAS, pursuant to public notice, bids were duly and regularly received on March 4, 2019, for a Requirements Contract for Demolition of Zombie Homes and Other Dangerous Structures, in accordance with the specifications contained in Contract No. HRZ18-178-R; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways and John C. Tassone, Deputy Commissioner, Department of Public Works, by memorandum dated March 22, 2019, informed the board that only one bid had been received and that it was not in the best interest of the Town to move forward with the contract, and requested that the bid for Contract No. HRZ18-178-R be rejected, and



NOW, THEREFORE, BE IT RESOLVED, That the request, as hereinabove set forth is accepted and approved, and the bid received in connection with Contract No. HRZ18-178-R is hereby rejected.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Public Works
Highway


Reviewed By
Office of Town Attorney


31

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

MARCH 22, 2019


TO: MEMORANDUM DOCKET

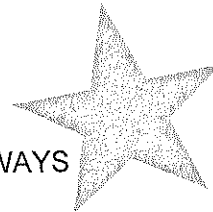
FROM: RICHARD W. LENZ, P. E., COMMISSIONER
DEPARTMENT OF PUBLIC WORKS/HIGHWAY

SUBJECT: REJECTION OF BIDS
REQUIREMENTS CONTRACT FOR DEMOLITION OF ZOMBIE HOMES AND
OTHER DANGEROUS STRUCTURES
CONTRACT NO. HRZ18-178-R

On March 4, 2019 the Division of Purchasing received bids for the subject contract and one bid was received. Upon review of the only bid received and the anticipated requirements of the Department of Highways, it has been determined that it is in the best interest of the Town to not move forward with this contract.

It is hereby requested that the Town Board reject the bid submitted and any bonds held by the Division of Purchasing be released.


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




RWL/JCT/MR/ik

Attachment

cc: Town Attorney (w/7 copies)
Steven Ballas, Comptroller
Eric Tuman, Commissioner/General Services
John P. Bishop, Deputy Commissioner/Highway

HRZ18-178R DOCKET REJECT BID

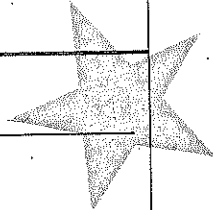
BID NUMBER: PW 017R-18 (HRZ18-178-R)

TITLE: REQUIREMENTS CONTRACT FOR DEMOLITION OF ZOMBIE HOUSES AND OTHER DANGEROUS

STRUCTURES

OPENING DATE: MARCH 4, 2019

NAME	BASE	ALT 1	ALT 2	TOTAL
Thomas Novelli Contracting Corp				1,654,500.00
Arming date, by				
Bid Bond 5% AMT B10				
Bid Bond				
Bid Bond				
Bid Bond				
Bid Bond				
Bid Bond				
Bid Bond				
Bid Bond				





Richard W. Lenz, P.E.
Commissioner

TOWN OF OYSTER BAY
DEPARTMENT OF PUBLIC WORKS
150 Miller Place
Syosset, New York 11791-5699
(516) 677-5935
www.oysterbaytown.com

DATE: February 7, 2019

PROJECT: HIGHWAY REQUIREMENTS CONTRACT FOR DEMOLITION OF ZOMBIE HOUSES
AND OTHER DANGEROUS STRUCTURES
CONTRACT NO. HRZ18-178-R
BID NO. PW017R-18

SUBJECT: CONTRACT DOCUMENT CONFIRMATION LETTER

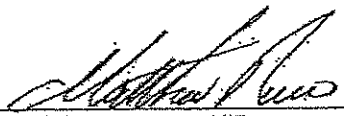
TO: All Prospective Bidders:

The following procedures are to be followed in order to submit a bid for this project.


1. Read the enclosed Contract Documents.
2. Fill out and return the enclosed contract proposal sheets. Do not submit an entire bid book.
3. Fill out and return the enclosed qualification statement.
4. Fill out and return the enclosed disclosure affidavit.
5. Submit the required bid security.

Please sign this statement and submit with your bid. If you have any questions please contact Brian Kunzig of this office at (516) 677-5741.

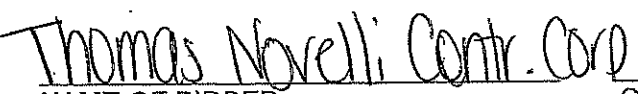

Very truly yours,


JOHN C. TASSONE
DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

RWL/JCT/MR/BK/ik
Attachment


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

I have read and fully understand all the above.

  VP
NAME OF BIDDER CONTRACTORS SIGNATURE

HRZ18-178-R CONTRACTOR CONFIRMATION LETTER

PROPOSAL

CONTRACT NO. HRZ18-178-R

COMPLETION: SEE EXHIBIT B

For the REQUIREMENTS CONTRACT FOR DEMOLITION OF "ZOMBIE" HOUSES
AND OTHER ABANDONED STRUCTURES IN THE TOWN OF OYSTER BAY,
NASSAU COUNTY, N.Y.

Name of Bidder: Thomas Novelli Contracting Corp
made by
(Individual, Firm or Corporation, as case may be)

IF BIDDER IS AN INDIVIDUAL, FILL IN THE FOLLOWING BLANKS:

Residence of Bidder: _____ Telephone: _____

Place of Business of Bidder: _____ Telephone: _____

IF BIDDER IS A FIRM, STATE HERE THE NAME AND RESIDENCE OF EACH MEMBER THEREOF:

Partner's Name	Residence
_____	_____
_____	_____
_____	_____

IF BIDDER IS A CORPORATION, FILL IN THE FOLLOWING BLANKS:

Organized under the Laws of the State of: NEW YORK

Name and Address of President: ENRICO NOVELLI - 2122 SEAMANS NK RD, SEAFORD NY 11783

Name and Address of Secretary: ERIKA CLOSE - 520 FOREST AVE, MASSAPEQUA NY 11788

Name and Address of Treasurer: NA

NOTE: The TOWN OF OYSTER BAY reserves the right to increase or decrease the quantities shown on the Proposal.

PROPOSAL AFFIDAVIT

STATE OF NEW YORK)

COUNTY OF SUFFOLK) ss:

CONTRACT NO. HRZ18-178-R
PW NO. PW 017R-18

The undersigned, being duly sworn, deposes and says:

1. That he is fully familiar, lawfully competent and duly authorized to enter into the subject contract with the Town of Oyster Bay;
2. That he proposes to faithfully perform the subject contract pertaining to, REQUIREMENTS CONTRACT FOR DEMOLITION OF "ZOMBIE" HOUSES AND OTHER ABANDONED STRUCTURES IN THE TOWN OF OYSTER BAY, NASSAU COUNTY, N.Y. for the amounts and prices declared in the completed form attached hereto and designated Exhibit "A";
3. That he has carefully examined the work site and, from his own investigation and knowledge, he is fully aware of the nature and location of the work, its character, quality and quantity of materials required thereunder, and of the conditions prevailing and anticipated thereunder as well as the matters and situations to be encountered along with the type, kind and number of equipment and other facilities required and necessary for the satisfactory performance of the contract;
4. That he has carefully examined and understands all the provisions in all the instruments and documents pertaining to the contract as more particularly designated in Article 1 of the Agreement, and he does hereby agree to furnish and/or install all materials, labor, equipment and facilities required for the satisfactory completion of the contract within the time period referred to therein;
5. That, upon acceptance of this proposal by the Town of Oyster Bay, the undersigned does bind himself, his heirs, successors and lawful assigns, and agrees to execute and furnish all required documents under the contract not later than twenty (20) calendar days from the date of the award; and he shall commence work and complete the contract at the time and within the authorized period specified;

6. That he freely makes the following Non-Collusive Bidding Certification as required under Section 103-d of the General Municipal Law of the State of New York;

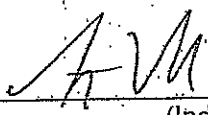
"(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
- (3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."

Town of Oyster Bay Requirements Contract for Demolition of "Zombie" Houses

HRZ18-178-R

The undersigned Bidder affirms the above statement as true under the penalty of perjury.

DATED: 2/22/19 Signature: 
(Individual, Partner, Officer)
Christopher Novelli
(Print name signed above)
Title: VP

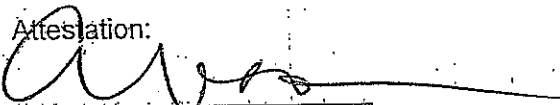
Acting on Behalf of:

Name of Bidder: Thomas Novelli Contracting Corp
(Individual, Partnership, Corporation)

Bidder's Business Address: 41 Sarah Drive

Farmingdale, NY 11735

(Corporate Bidder)

Attestation: 
Secretary or other
Authorized Officer

Corporate Seal: 

VERIFICATION

INDIVIDUAL:

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

_____ being duly sworn, says: I am
the person described in and who executed the foregoing bid and the several matters therein
stated are in all respects true.

(Signature of person who signed bid)

Subscribed and sworn to
before me this _____
day of _____ 20__

Notary Public

FIRM:

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

_____ being duly sworn, says: I am
the person described in and who executed the foregoing bid and the several matters therein
stated are in all respects true.

(Signature of person who signed bid)

Subscribed and sworn to
before me this _____
day of _____ 20__

Notary Public

CORPORATION:

STATE OF NEW YORK)
COUNTY OF Suffolk) ss:

Christopher Novelli being duly sworn, says: I am
the VP of Thomas Novelli
Contracting Corp, the above named
Corporation, whose name is subscribed to and which executed the foregoing bid. I reside at
111 Sunset Blvd in the town of
Massapequa State of New York

I have knowledge of the several matters therein stated, and they are in all respects true.

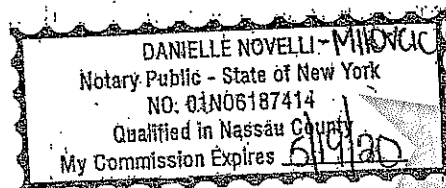
AM

(Signature of person who signed bid)

Subscribed and sworn to
before me this 22nd
day of February, 2019

Danielle Novelli-Murphy

Notary Public



CERTIFICATION:

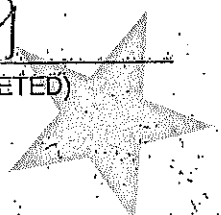
The bidder affirms and declares that he has carefully examined the proposal herein and that this proposal is signed with the full knowledge and acceptance of all the provisions thereof.

These bid specifications shall form the basis for an agreement between the successful contractor and the Town of Oyster Bay.

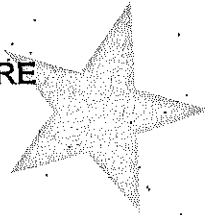

Bidder's Signature

Vendor fed. Tax I.D. # or Social Security #

11-2199716-9
(MUST BE COMPLETED)



INSERT EXHIBIT A HERE



HIGHWAY REQUIREMENTS CONTRACT FOR DEMOLITION OF "ZOMBIE" HOUSES AND OTHER DANGEROUS STRUCTURES
IN THE TOWN OF OYSTER BAY

#	ITEM	APPROX. QTY	UNIT	PRICE PER UNIT COMPLETE IN PLACE ITEMS WITH UNIT PRICES IN WRITTEN WORDS	UNIT BID PRICE		AMOUNT BID	
					DOLLARS	CENTS	DOLLARS	CENTS
1	Demolition of House 1500 sqft. and less (including foundation, roofing, chimney, siding, internal partitions, internal utilities, deck, sheds, temp fence, pest control, backfilling, grading of excavation and hydroseeding)	10	per House	FOR Fifty thousand <u>none</u> DOLLARS CENTS	50,000	00	50,000	00
2	Demolition of House greater than 1500 sqft. (including foundation, roofing, chimney, siding, internal partitions, internal utilities, deck, sheds, temp fence, pest control, backfilling, grading of excavation and hydroseeding)	10	per House	FOR sixty thousand <u>none</u> DOLLARS CENTS	60,000	00	60,000	00
3	Demolition of Miscellaneous Structures	15	Each	FOR Twenty-five hundred <u>none</u> DOLLARS CENTS	2,500	00	37,500	00
4	Abatement of Lead	10	Each House	FOR Five thousand <u>none</u> DOLLARS CENTS	5,000	00	50,000	00
5	Demolition of Underground Storage Tanks	10	Each	FOR three thousand <u>none</u> DOLLARS CENTS	3,000	00	30,000	00
6	Demolition of Aboveground Storage Tanks	10	Each	FOR two thousand <u>none</u> DOLLARS CENTS	2,000	00	20,000	00

EXHIBIT "A" CONTRACT HRZ18-178
HIGHWAY REQUIREMENTS CONTRACT FOR DEMOLITION OF "ZOMBIE" HOUSES AND OTHER DANGEROUS STRUCTURES
IN THE TOWN OF OYSTER BAY

#	ITEM	APPROX. QTY	UNIT	PRICE PER UNIT COMPLETE IN PLACE ITEMS WITH UNIT PRICES IN WRITTEN WORDS	UNIT BID PRICE		AMOUNT BID	
					DOLLARS	CENTS	DOLLARS	CENTS
7	Demolition of Septic System	10	Each	FOR Five thousand <u>none</u> DOLLARS CENTS	5,000	00	50,000	00
8	Demolition of In-ground Swimming Pools	10	Each	FOR Thirty five hundred <u>none</u> DOLLARS CENTS	3,500	00	35,000	00
9	Demolition of Above-ground Swimming Pools	10	Each	FOR three thousand <u>none</u> DOLLARS CENTS	3,000	00	30,000	00
10	Disposal of Solar Panels	15	Each House	FOR Two thousand <u>none</u> DOLLARS CENTS	2,000	00	30,000	00
11	Emergency Work (Crew per Hour)	80	Hourly	FOR Five hundred <u>none</u> DOLLARS CENTS	500	00	40,000	00
12	Permanent Fencing	1,000	per lf	FOR Fifty <u>none</u> DOLLARS CENTS	50	00	50,000	00
13	Property Cleaning w/o Demolition	6,000	per sqft.	FOR five <u>none</u> DOLLARS CENTS	5	00	30,000	00

EXHIBIT "A" CONTRACT HRZ18-178.
HIGHWAY REQUIREMENTS CONTRACT FOR DEMOLITION OF "ZOMBIE" HOUSES AND OTHER DANGEROUS STRUCTURES
IN THE TOWN OF OYSTER BAY

#	ITEM	APPROX. QTY	UNIT	PRICE PER UNIT COMPLETE IN PLACE ITEMS WITH UNIT PRICES IN WRITTEN WORDS	UNIT BID PRICE		AMOUNT BID	
					DOLLARS	CENTS	DOLLARS	CENTS
14	Construction Waste Hauling and Disposal w/o Demolition	50	per 40 yd Dumpster	FOR TWO THOUSAND NO CENTS	2,000	00	10,000	00
15	Boarding Up House w/ Plywood w/o Demolition	100	per sqft.	FOR FIFTY NO CENTS	50	00	5,000	00
16	Boarding Up House w/ Polycarbonate w/o Demolition	1000	per sqft.	FOR FIVE NO CENTS	5,000	00	5,000	00
17	Force Account Work	20	per Work Order	FOR TEN THOUSAND ZERO DOLLARS CENTS	N/A	N/A	10,000	00
18	Labor Not Included	160	Hourly	FOR TWO HUNDRED NO CENTS	200	00	32,000	00
Total Amount Bid				1,054,500.00	DOLLARS			
Total Amount Bid (in Words)				one million six hundred fifty four thousand five hundred dollars no cents				

WHEREAS, Erin Jackman, The Brooke Jackman Foundation, by letter dated March 13, 2018, requested the use of sixty (60) traffic cones and thirty (30) barricades for the Foundation's Fourteenth Annual Brooke Jackman Race for Literacy at the Theodore Roosevelt Elementary School, Oyster Bay, New York, on May 18, 2019, with delivery of said equipment on May 17, 2019 and pickup of same on May 20, 2019; and

WHEREAS, John P. Bishop, Deputy Commissioner, Department of Highways, by memorandum dated March 20, 2019, advised that the abovementioned equipment will not be required for use by the Town at that time, and the Department of Highways has no objection to providing the abovementioned equipment; and

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

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of Highways is hereby directed and authorized to provide sixty (60) traffic cones and thirty (30) barricades to The Brooke Jackman Foundation for its Fourteenth Annual Brooke Jackman Race for Literacy at the Theodore Roosevelt Elementary School, Oyster Bay, New York on May 18, 2019, with delivery of said equipment on May 17, 2019 and pickup of same on May 20, 2019, subject to the following conditions:

1. The use of all Town property shall be in conformance with the direction of the Commissioner of Highways 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 aforementioned activity; and
3. The said organization shall file a Certificate of Insurance with the Office of the Town Clerk, indicating that said organization maintain general liability insurance, in the amount of \$1,000,000 with a general aggregate of \$2,000,000, and naming the Town as an additional insured, in connection with the aforementioned activity.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Highway

REVIEWED BY
Office of Town Attorney
MS
4/16/19

32

TOWN OF OYSTER BAY

Inter-Departmental Memo

March 20, 2019

TO: MEMORANDUM DOCKET

FROM: JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

SUBJECT: 14th ANNUAL BROOKE JACKMAN RACE FOR LITERACY
MAY 18, 2019

Enclosed please find the copy of the letter from Erin Jackman, of the Brooke Jackman Foundation, requesting our assistance for their 14th Annual Brooke Jackman Race for Literacy event on Saturday, May 18, 2019.

The Highway Department has no objection to the organization utilizing sixty (60) cones, and thirty (30) barricades for their event at Theodore Roosevelt Elementary School in Oyster Bay.

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


JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

JPB/kaz
Attachments

c: Town Attorney (7) copies
Richard Lenz, P.E., Commissioner DPW/Highway
Doug Robalino, General Foreman 002
Public Safety Division

The Brooke Jackman Foundation



DEPUTY COMM/HIGHWAY

REC'D BY HIGHWAY DEPT
MAR 15 19 PM 4:25

*"Children are the world's most valuable resource
And its best hope for the future." – John Fitzgerald Kennedy*

-KMA 2

March 15, 2019

Mr. John Bishop
Deputy Commissioner
Town of Oyster Bay
Highway Department
150 Miller Place
Syosset, NY 11791

Dear Mr. Bishop,

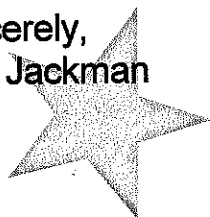
I am writing to you on behalf of The Brooke Jackman Foundation. We are requesting the use of 60 cones and 30 barricades for our 14th Annual Brooke Jackman Race for Literacy at The Theodore Roosevelt Elementary School in Oyster Bay.

The race will be held on Saturday, May 18, 2019. And if possible we'd love to have them delivered to the school on Friday the 17th and picked up from there on Monday, the 20th. The Janitor will know to expect them.

The race is held each year in memory of my sister Brooke who was a lifelong Oyster Bay resident. She was killed at age 23 in The World Trade Center Attacks on 9/11. All proceeds raised go to the BJB Libraries, books and literacy programs for the nearly 10,000 children in need we serve each year.

Please let me know if you need any other information from me. We truly appreciate your support of our annual Brooke Jackman Race for Literacy each year.

Sincerely,
Erin Jackman



CERTIFICATE OF INSURANCE

PRINT DATE: 3/15/2019

CERTIFICATE NUMBER: 20190314691905

AGENCY:

Integro USA Inc.
d/b/a Integro Insurance Brokers
2727 Paces Ferry Road, Building Two, Suite 1500
Atlanta, GA 30339
878-324-3300 (Phone), 878-324-3303 (Fax)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

NAMED INSURED:

USA Track & Field, Inc. The Brooke Jackman Foundation
130 East Washington Street, Suite 800
Indianapolis IN 46204

INSURERS AFFORDING COVERAGE:

INSURER A: Philadelphia Indemnity Ins. Co. NAIC #: 18058
INSURER B: Philadelphia Indemnity Ins. Co. NAIC #: 18058

EVENT INFORMATION:

The Brooke Jackman Race For Literacy (5/18/2019 - 5/19/2019)

POLICY/COVERAGE INFORMATION:

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

INS	TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:
A	GENERAL LIABILITY				
	X Occurrence	PHPK1899025	11/1/2018 12:01 AM	11/1/2019 12:01 AM	GENERAL AGGREGATE (Applies Per Event) \$3,000,000
	X Participant Legal Liability				EACH OCCURRENCE \$1,000,000
					DAMAGE TO RENTED PREMISES (Each Occ.) \$1,000,000
					MEDICAL EXPENSE (Any one person) EXCLUDED
					PERSONAL & ADV INJURY \$1,000,000
					PRODUCTS-COMP/OP AGG \$3,000,000
B	UMBRELLA/EXCESS LIABILITY				
	X Occurrence	PHUB652176	11/1/2018 12:01 AM	11/1/2019 12:01 AM	EACH OCCURRENCE \$10,000,000
					AGGREGATE (Applies Per Event) \$10,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:

Coverage applies to USA Track & Field sanctioned events and registered practices, including any directly related activities, such as event set-up and tear-down, participant check-in and award ceremonies.

The certificate holder is an Additional Insured, but only where obligated by contract or agreement and per the following endorsement: Additional Insured - Designated Person or Organization (Form CG 20 26).

The General Liability policy contains a Waiver of Subrogation provision as per Waiver of Transfer of Rights of Recovery Against Others (Form CG 24 04).

The General Liability policy is primary and non-contributory with respect to the negligence of the Named Insureds (Form CG 00 01).

Excess policy follows form of underlying General Liability.

CERTIFICATE HOLDER:

Town of Oyster Bay Highway Dept
150 Miller Place
Syosset NY 11791

NOTICE OF CANCELLATION:

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

AUTHORIZED REPRESENTATIVE:

Reviewed By
Office of Town Attorney

USA Track & Field, Inc.
Effective 11/1/2018-11/1/2019
Policy # PHPK1899025

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

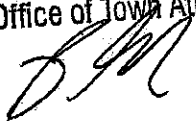
SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Town of Oyster Bay Highway Dept 150 Miller Place Syosset NY 11791
but only with respect to competitions sanctioned or approved by USATF and practices properly registered with USATF and to activities that are common to USATF Clubs.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

Reviewed By
Office of Town Attorney



Harmless Agreement for Use of Town Property and/or Equipment

This Agreement is made this 5th day of March, 2019, by (hereinafter "CONCESSIONAIRE"). Whereas, the CONCESSIONAIRE has entered into a contract to provide certain services and products at various Town locations, as designated in the contract between the TOWN and the CONCESSIONAIRE for the contract period May 1, 2018 through May 20th, 2019

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

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

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

Name of Organization:

The Brooke Jackson Foundation

Address of Organization:

1302 Royal Court
NORTH HAVEN, CT 06460

By: [Signature]

Authorized Representative

Brooke Jackson

Title: Executive Director

Telephone Number: 917-930-1243

Reviewed By
Office of Town Attorney

DATE: 3/20/19

TO: HIGHWAY OPERATIONS

SUBJECT: 14th Annual Brooke Jackman Race for Literacy

PLEASE DELIVER TO:

Roosevelt Elementary School
150 W. Main Street
Oyster Bay

CONTACT: Bill-Janitor
516-624-6571

DATE OF EVENT: May 18, 2019

SNOW FENCE:

BARRICADES: 30

CONES: 60

SHORT PAILS:

PORTABLE LIGHTS:

GENERATOR:

PACKER:

DELIVER ON: 5/17/19

PICKUP ON: 5/20/19

SWEEPING BEFORE AFFAIR IS NEEDED:

	XX
YES	NO

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



JPB/kaz


JOHN P. BISHOP, DEPUTY COMMISSIONER
HIGHWAY DEPARTMENT

CC: Doug Robalino, General Foreman 002
Peter Brown, General Foreman 003
Kevin Freiberg, Area Foreman 013
Jeff VanNostrand
Public Safety Division

Dan Kornfeld

Reviewed By
Office of Town Attorney

WHEREAS, Neil O. Bergin, Commissioner, Department of Environmental Resources, by memorandum dated March 20, 2019, requested Town Board authorization for the Town to co-sponsor the Annual Spring Oyster Bay Harbor and Beach Cleanup on Saturday, April 13, 2019, nunc pro tunc at Theodore Roosevelt Memorial Park, Western Waterfront, Beekman Beach, Centre Island Beach and Stehli Beach, in conjunction with the North Oyster Bay Baymen's Association, the Friends of the Bay, and the public, and with the assistance of the Department of Environmental Resources, the Department of Public Safety and the Department of Parks, at no cost to the Town,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and the Town is authorized to co-sponsor the Annual Spring Oyster Bay Harbor and Beach Cleanup on Saturday, April 13, 2019, nunc pro tunc at Theodore Roosevelt Memorial Park, Western Waterfront, Beekman Beach, Centre Island Beach and Stehli Beach, in conjunction with the North Oyster Bay Baymen's Association, the Friends of the Bay and the public, and with the assistance of the Department of Environmental Resources, the Department of Public Safety and the Department of Parks.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Environmental Resources
Public Safety
Parks

TOWN OF OYSTER BAY
Inter-Departmental Memo

36
March 20, 2019

TO : Memorandum Docket

FROM : Neil O. Bergin, Commissioner
Department of Environmental Resources

SUBJECT : Annual Spring Oyster Bay Harbor and Beach Cleanup: Celebrate Earth Day
Saturday, April 13, 2019

On Saturday, April 13, 2019 the Department of Environmental Resources requests Town Board authorization to co-sponsor the Annual Spring Oyster Bay Harbor and Beach Cleanup in conjunction with the North Oyster Bay Baymens Association, the Friends of the Bay and the public. This event is listed on the Town calendar and is at no cost to the Town.



The Parks Department will allow the use of Theodore Roosevelt Memorial Park, Western Waterfront, Beekman Beach, Centre Island Beach and Stehli Beach. At this event, volunteers patrol the shoreline and beaches by foot and the water by boat to collect debris that accumulated during the winter. The rubbish will be brought to a central point near the Theodore Roosevelt Memorial Park boat launching ramps. At that point dumpsters are filled and carted off by the Department of Environmental Resources personnel.

To get an overview of conditions before the cleanup the area will be surveyed by representatives of the Department of Environmental Resources, the Parks Department, the Department of Public Safety, the North Oyster Bay Baymens Association and Friends of the Bay.

On the day of the event, staff from the Department of Environmental Resources and event sponsors will arrive around 6:30 a.m. and volunteers will start arriving around 8 a.m. We anticipate the cleanup to wrap-up by 3:00 p.m.

The Department of Environmental Resources therefore respectfully requests Town Board approval for this event.

If you should have any questions or need additional information, please feel free to contact Maryann Webb of my staff at Ext. 5711.


B4 
Neil O. Bergin
Commissioner of Environmental Resources

NOB:MW
DER File No.: E-300 – G-500
Town Attorney (with 7 copies)
Hon. Michele Johnson, Town Board
Commissioner Joseph Pinto, Parks Department



Meeting of April 16, 2019

Resolution No. 236-2019

WHEREAS, Neil O. Bergin, Commissioner, Department of Environmental Resources, by memorandum dated March 20, 2019, has advised that member contributions fund the Inter-municipal Hempstead Harbor Protection Committee (HHPC) of which the Town is an active member, and has requested that the Office of the Comptroller be directed to pay the Town's dues for the year 2019, in the amount of \$10,900.00,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and the Office of the Comptroller is directed to make payment to the Village of Sea Cliff/HHPC for the Town's membership dues in the aforementioned Committee, for the calendar year 2019, in the amount of \$10,900.00, upon presentation of a duly certified claim, after audit; and be it further

RESOLVED, That the funds for said payment are to be drawn from Account No. DER A 8090 44900 000 0000.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Environmental Resources

Reviewed By
Office of Town Attorney
[Signature]

37

TOWN OF OYSTER BAY
Inter-Departmental Memo

March 20, 2019

TO : Memorandum Docket


FROM : Neil O. Bergin, Commissioner
Department of Environmental Resources

SUBJECT : Inter-Municipal Agreement - Hempstead Harbor Protection Committee:
Membership Dues

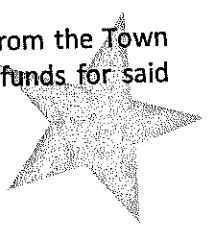
Member contributions fund the inter-municipal agreement that governs the Hempstead Harbor Protection Committee (HHPC) of which the Town of Oyster Bay is an active member. Under the terms of the Inter-municipal agreement and as per the attached invoice, the Town's annual contribution for the year 2019 membership dues are in the amount of \$10,900.00. Funds for the Town's annual contribution are available in Account No. DER A 8090 44900 000 0000.

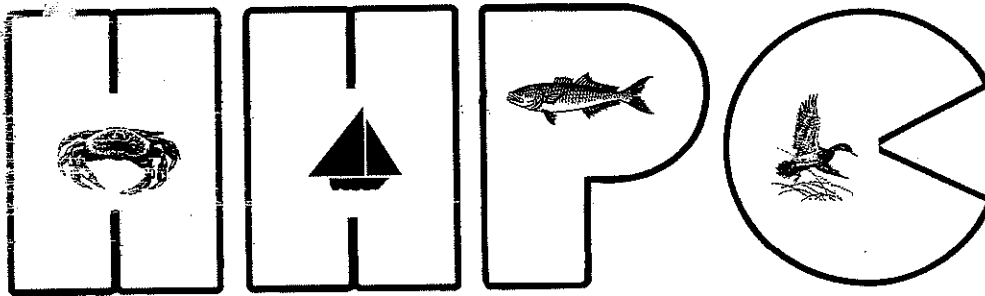
In accordance with the terms of the inter-municipal agreement, these funds are necessary for the committee to meet its local match on state federal and foundation grants; to oversee implementation of the *Water Quality Improvement Plan* and *Harbor Management Plan* (which all municipalities adopted); to assist municipal members with the EP, Phase II Stormwater regulations; and to cover administrative expenses not covered by grants.

Therefore, the Department of Environmental Resources respectfully requests approval from the Town Board to authorize payment and to authorize the Comptroller to make payment with funds for said contribution to be drawn from Account No. DER A 8090 44900 000 0000.

Neil O. Bergin
BY 
NEIL O. BERIN, COMMISSIONER
DEPARTMENT OF ENVIRONMENTAL RESOURCES

NOB:MW
DER File No.: E-500 – G-500
Town Attorney (with 7 copies)
Steven C. Ballas, Comptroller





**Hempstead
Harbor
Protection
Committee**

www.HempsteadHarbor.org

An Inter-municipal Watershed Protection Committee of the County of Nassau, the Towns of North Hempstead and Oyster Bay, the City of Glen Cove, and the Villages of Sea Cliff, Roslyn Harbor, Roslyn, Flower Hill and Sands Point

"Alone we can do so little; together we can do so much." - Helen Keller

Invoice

Date: March 18, 2019

To: Town of Oyster Bay

Project: Year 2019 Committee Program Support

Amount Due: \$10,900.00

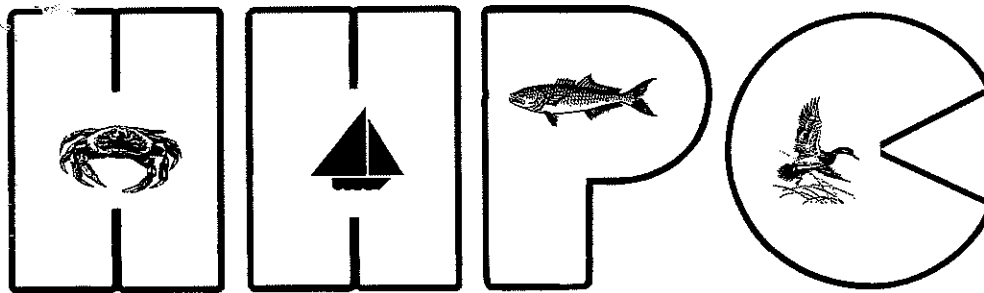
Checks should be made out to: Village of Sea Cliff / HHPC

Payment should be sent to: Village of Sea Cliff
Village Hall
P.O. Box 340
Sea Cliff, NY 11579

Attention: Marianne Lennon, Treasurer

Questions: Call Eric Swenson at (516) 677-5921

Our efforts would not be possible without the assistance of the NYS Dept. of State, the NYS Dept. of Environmental Conservation, the United Civic Council of Glen Head and Glenwood Landing, NY Sea Grant, the Coalition to Save Hempstead Harbor and the Glenwood / Glen Head Civic Association



**Hempstead
Harbor
Protection
Committee**

www.HempsteadHarbor.org

An Inter-municipal Watershed Protection Committee of the County of Nassau, the Towns of North Hempstead and Oyster Bay, the City of Glen Cove, and the Villages of Sea Cliff, Roslyn Harbor, Roslyn, Flower Hill and Sands Point

"Alone we can do so little; together we can do so much." - Helen Keller

March 18, 2019

Commissioner Neil O. Bergin
Town of Oyster Bay
Department of Environmental Resources
29 Spring Street
Oyster Bay, New York 11771

RE: Year 2019 Committee Program Support

Dear Commissioner Bergin:

In accordance with the procedures outlined in the Hempstead Harbor Protection Committee Inter-Municipal Agreement, I have prepared and enclosed an invoice / claim form which covers your municipality's Year 2019 Committee Program Support contribution to the Hempstead Harbor Protection Committee.


Timely receipt of your annual dues is particularly important so that we can meet our financial obligations and continue our efforts on behalf of our member municipalities. Thank you as always for your continued support.

If you should have any questions, please feel free to contact me at 677-5921.

Sincerely,

Eric Swenson
Executive Director

*Copy to: Tom Powell, Chair
Maryann Webb, HHPC Representative*



Our efforts would not be possible without the assistance of the NYS Dept. of State, the NYS Dept. of Environmental Conservation, the United Civic Council of Glen Head and Glenwood Landing, NY Sea Grant, the Coalition to Save Hempstead Harbor and the Glenwood / Glen Head Civic Association

Meeting of April 16, 2019

Resolution No. 237-2019

WHEREAS, Steven C. Ballas, Comptroller, by memorandum dated March 25, 2019, requested that the Town Board amend Resolution No. 735-2017 adopted on November 14, 2017, authorizing USI Consulting Group, Inc., to provide Actuarial Consulting Services for the 2017 financial period, to add an additional fee of \$500. This additional fee was necessary to transition from GASB Statement 45 to Statement 75,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is granted and approved, and Resolution No. 735-2017 is hereby amended to add an additional fee of \$500 for the transition from GASB Statement 45 to Statement 75; 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. CMP A 1315 44800 000 0000.

-#-

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

cc: Supervisor
Town Attorney
Comptroller

34

TOWN OF OYSTER BAY
Inter-Departmental Memo

March 25, 2019

To: MEMORANDUM DOCKET

From: STEVEN C. BALLAS, COMPTROLLER

Subject: AMENDMENT OF TOWN BOARD RESOLUTION 735-2017
ACTUARIAL CONSULTING SERVICES - OTHER POST EMPLOYMENT
BENEFITS

Town Board Resolution 735-2017 authorized USI Consulting Group, Inc. to provide Actuarial Consulting Services for the 2017 financial period for a fee of \$7,900.00, plus a one-time fee of \$395.00. At this point in time, it is requested that this resolution be amended to add an additional fee of \$500.00. This additional fee was necessary to transition from GASB Statement 45 to Statement 75 as required by law with the necessary reports to follow.

Therefore, Town Board authorization is requested to amend resolution 735-2017 to include the cost of the GASB 75 report as required by law. The total cost of \$500.00 is available in account CMP A 1315 44800 000 0000.


STEVEN C. BALLAS
COMPTROLLER *Christine M. Wins*

SCB:rpp

cc: Town Attorney (original + 7 copies)
Internal Audit Division (RFP File)
Reading File

Meeting of November 14, 2017

Resolution No. 735-2017

WHEREAS, pursuant to Town Board Resolution 722-2015, the Town Board authorized USI Consulting Group, Inc. to provide a biennial valuation of the Town's Other Post-Employment Benefits liability to the Town for the financial period expiring on November 30, 2016;

WHEREAS, Steven C. Ballas, Comptroller, by memorandum dated November 1, 2017, requested authorization for extension of the Agreement with USI Consulting Group, Inc. for the purpose of providing a biennial valuation of the Town's Other Post-Employment Benefits liability for the 2017 financial period through November 30, 2018, with the extension taking effect on December 1, 2017, and to be forwarded to the Town Attorneys' Office for review; and

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and the Comptroller is authorized to extend the Agreement with USI Consulting Group, Inc. for a one (1) financial period commencing on December 1, 2017, so to provide a biennial valuation of the Town's Other Post-Employment Benefits liability for the 2017 financial period; and be it further

RESOLVED, That the value of the Actuarial Consulting Services for the extension is \$7,900.00, plus a one-time fee of \$395.00, necessary to transition from GASB Statement 45 to Statement 75 as required by law, and the Comptroller is hereby authorized and directed to make payment, upon submission of a duly certified claim, subject to the availability of funds in the 2018 annual Town budget Account No. CMP A 1315 44800 000 0000.

-#-

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
Councilman Muscarella	Absent
Councilman Macagnone	Absent
Councilwoman Alesia	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye

cc: Supervisor (2)
Town Attorney
Comptroller

Meeting of April 16, 2019

Resolution No. 238-2019

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated March 28, 2019, requested Town Board approval to employ the services of the judge identified below for the "Suburban Art League Annual Open Show" for the Town of Oyster Bay Awards, for the date, location and fee below noted:

Mr. Thomas Germano
83 Walnut Avenue
East Norwich, NY 11732
"Suburban Art League Annual Open Show" for the Town of Oyster Bay Awards
William P. Bennett Community Center
Friday, June 7, 2019, from 7:30PM to 9:30PM
Fee: \$100.00

NOW, THEREFORE, BE IT RESOLVED, That the Town Board hereby approves the request hereinabove set forth for the "Suburban Art League Annual Open Show" for the Town of Oyster Bay Awards judge, for the location and fee as above noted; 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 A 7020 47660 000 0000.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Community & Youth Services

Reviewed By
Office of Town Attorney
D.S.
M.H. D. 7

Contract No.: 082-2019

Contract

This Contract, made by and between the Town of Oyster Bay's Department of Community and Youth Services, located at 977 Hicksville Road, Massapequa, New York 11758 (hereinafter referred to as "TOWN") and Thomas Germano, 83 Walnut Avenue, East Norwich, New York 11732 (hereinafter referred to as "CONTRACTOR") in consideration of mutual interests provided for hereby, the parties herein agree as follows:

Adjudicator: Thomas Germano

Date: June 7, 2019

Time: 7:30 p.m. – 9:30 p.m.

Location: William P. Bennett Community Center, Hicksville, NY

Amount: \$100.00

In consideration of these services, the TOWN agrees to pay CONTRACTOR the sum of One hundred dollars only. If CONTRACTOR fails to appear, or is incapacitated from rendering a performance through sickness or otherwise, CONTRACTOR shall not receive any compensation. Payment for the above services shall be made upon submission of your invoice and the claim form provided by TOWN.

THOMAS GERMANO

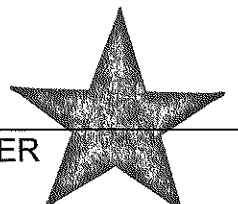
→ _____
CONTRACTOR

→ DATE: _____, 2019

TOWN OF OYSTER BAY

COMMISSIONER

DATE: _____, 2019



WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated March 28, 2019, advised that procurement of a Town of Oyster Bay explosives permit for the fireworks display during the Salute to America celebration on July 9, 2019 at John J. Burns Town Park is a prerequisite to obtaining the necessary Nassau County explosives permit for said event; and

WHEREAS, Commissioner Fitzgerald, by the aforementioned memorandum, requested Town Board authorization for the Town Clerk to waive the fees for the explosives permit from the Town of Oyster Bay and further requested authorization to obtain an explosives permit from the Nassau County Arson/Bomb Squad, at a cost not to exceed \$450.00, to be paid from Account No. CYS A 7020 47660 000 0000,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby approved, and in connection with the Salute to America celebration, to be held at John J. Burns Town Park on July 9, 2019, the Town Board hereby authorizes the Town Clerk to waive the fees for the Town of Oyster Bay explosives permit, and the Department of Community and Youth Services is hereby authorized to obtain an explosives permit from the Nassau County Arson/Bomb Squad, at a cost not to exceed \$450.00; and be it further

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

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Community & Youth Services

Reviewed By
Office of Town Attorney
Elizabeth A. Jaughan

5

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

March 28, 2019

TO: Memorandum Docket


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

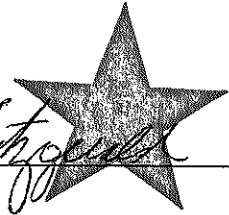
SUBJECT: Explosives Permit for the Salute to America

The Department of Community and Youth Services requests Town Board authorization to obtain an explosives permit for the fireworks display which is part of the *Salute to America* program. Fireworks by Grucci, Incorporated will provide the display on July 9, 2019 at John J. Burns Park. The "Permit for Explosives" must be obtained from the Nassau County Arson/Bomb Squad. The fee for the permit is \$450.00.

The Department also requests that the Town Board authorize the Town Clerk to waive the fees for the explosives permit from the Town of Oyster Bay which must be obtained prior to acquiring the permit from Nassau County.

Funds for the permit from the Nassau County Arson/Bomb Squad are available in Account No. CYS A 7020 47660 000 0000, and should be made payable to the Nassau County Police.


Maureen A. Fitzgerald
Commissioner



MAF/lw
Attachment
cc: Town Attorney (+7 copies)

Nassau County



Police Department

Laura Curran
COUNTY EXECUTIVE

1490 Franklin Avenue
Mineola, New York 11501
(516) 573-7000

Patrick Ryder
Commisioner

March 21, 2019

Dear Iris Williams:

The Nassau County Police Department requires a fee for police services rendered for outdoor pyrotechnic displays conducted within Nassau County. This fee includes the pyrotechnic display plan review, pre-site inspection and the pyrotechnic display inspection. A member of the Arson/Bomb Squad will perform these services. The fee is \$450.00.

Please remit the total amount due of \$450.00, made payable to the Police Department County of Nassau and forward to the Arson/Bomb Squad, 1194 Prospect Avenue, Westbury, NY 11590. The N.C.P.D. tax T.D. is 11-6000463.

The outdoor show will be conducted on July 9, 2019 located at John Burns Park, Massapequa @ 2145 hours.

Thank you for your prompt attention to this matter.

Sincerely,

Detective,
Christopher Randazzo
Arson/Bomb Squad



Reviewed By
Office of Town Attorney
Elizabeth A. Faughnan

Meeting of April 16, 2019

Resolution No. 240-2019

WHEREAS, Tom Falcone has requested to donate a memorial plaque and bench to be placed in Ellsworth W. Allen Park, in memory of Isabella Marine Inzerillo; and

WHEREAS, the value of the plaque and bench is estimated to be \$850.00, and the monies will be placed in Account PKS A 7110 47900 000 0000; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated March 28, 2019, has recommended that the Town accept said donation;

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town hereby accepts the donation of \$850.00 from Tom Falcone, for a plaque and bench, to be placed in Ellsworth W. Allen Park, in memory of Isabella Marine Inzerillo.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Parks

6

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

TO: Memorandum Docket

FROM: Joseph G. Pinto, Commissioner of Parks

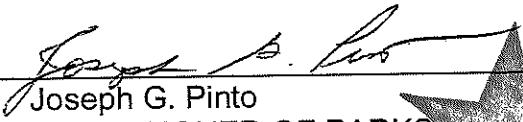
SUBJECT: Memorial Plaque and Bench

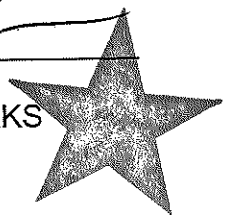
DATE: March 28, 2019

The Department of Parks has received a request from Tom Falcone (letter attached) requesting to donate a memorial plaque and bench to be placed in Ellsworth W. Allen Park in memory of Isabella Marine Inzerillo.

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

The plaque and bench will be purchased by Tom Falcone and donated to the Parks Department. The value of the plaque and bench is estimated to be \$850.00. Town Board approval is requested on behalf of Tom Falcone. The monies will be collected in account PKS A 7110 47900 000 0000.


Joseph G. Pinto
COMMISSIONER OF PARKS



JGP/dc
C: Town Attorney (original +7 copies)
ATTACHMENT

Diann Codispodo

From: Tom Falcone <thomasjfalcone@gmail.com>
Sent: Thursday, March 28, 2019 8:59 AM
To: Diann Codispodo
Cc: Joseph Pinto; William Zang; Donna Antetomaso
Subject: Re: Bench for Isabella Marine Inzerillo

Diann,

Hope this finds you well. My family & I would love to do a Bench & plaque at Allen Park in Farmingdale in honor of Isabella Marine Inzerillo

Tom Falcone
516-924-2277

On Wed, Mar 27, 2019 at 7:27 AM Tom Falcone <thomasjfalcone@gmail.com> wrote:
Diann,

Hope this finds you well. My family & I would love to do a Bench & plaque at Allen Park in Farmingdale

Thanks!

Tom Falcone
516-924-2277

On Mar 12, 2019, at 1:29 PM, Diann Codispodo <dcodispodo@oysterbay-ny.gov> wrote:

Tom what a beautiful letter. How loved she is comes across through your words. When you get in touch with the other family members and finalize your decisions on what to donate then you can send me a request letter with all the info we discussed.

I look forward to helping your family with this.

Have a great day,

Diann Codispodo

From: Tom Falcone [<mailto:thomasjfalcone@gmail.com>]
Sent: Tuesday, March 12, 2019 10:49 AM
To: Diann Codispodo
Subject: Bench for Isabella Marine Inzerillo

Dianè,

Meeting of April 16, 2019

Resolution No. 242-2019

Reviewed By
Office of Town Attorney

WHEREAS, pursuant to public notice, bids were advertised for Bid Proposal SE002A-19 in Newsday on March 4, 2019, and notice was sent to interested parties identified from the Town's vendor database, for the Glass Recycling Pilot Program for the Town of Oyster Bay; and

WHEREAS, the lowest responsible bid received was from EWG Glass Recovery & Recycle Corp., P.O. Box 313005, Jamaica, New York, 11431; who proposed to pick up recycled glass from the Town's Old Bethpage Solid Waste Disposal Complex in Old Bethpage, for a period of ninety (90) days, at no cost to the Town; and

WHEREAS, Eric Tuman, Commissioner, Department of General Services, by memorandum dated April 1, 2019, recommended that the bid as hereinabove set forth be accepted,

NOW, THEREFORE, BE IT RESOLVED, that the recommendation as hereinabove set forth is accepted, and Bid Proposal SE002A-19 shall be awarded to EWG Glass Recovery & Recycle Corp, for the Glass Recycling Pilot Program for the Town of Oyster Bay, for a period of ninety (90) days, commencing on April 16, 2019.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
General Services

Memorandum Docket

8

Town of Oyster Bay
Inter-Departmental Memo

Date: 04/01/2019

To: Memorandum Docket
From: General Services - Division of Purchase and Supply
Subject: SE002A-19 GLASS RECYCLING PILOT PROGRAM FOR THE TOWN OF OYSTER BAY
Opening Date: 03/18/2019
Contract Period: 4/16/2019 - 7/31/2019

Please be advised that the "Notice to Bidders" was advertised in the following newspaper(s):

NEWSDAY on 03/04/2019

and that said notice was sent to interested parties from our vendor database.

Please be advised that Bid Proposal SE002A-19 GLASS RECYCLING PILOT PROGRAM FOR THE TOWN OF OYSTER BAY

is being awarded to the lowest responsible bidder(s) meeting specifications.

To: 24546 Terms: Net 30 Vendor contract: SE002A-19-01
EWG Glass Recovery & Recycle Corp. Cash discount:
P.O. Box 313005 FOB: FOBDEST
JAMAICA, NY 11431

Item#	Offering	Bid Qty	Unit Id	Price
SE002A-001-A	RECYCLING OF GLASS	PER	TON	0.00

PLEASE BE ADVISED THAT BID PROPOSAL SE 002A-19 IS BEING AWARDED TO THE LOWEST RESPONSIBLE BIDDER MEETING SPECIFICATIONS.

THE DISCLOSURE QUESTIONNAIRE HAS BEEN REVIEWED BY THE TOWN ATTORNEY AND FILED WITH THE BID DOCUMENTS.

SHOULD THE TOWN BOARD CONCUR, MAY THE TOWN ATTORNEY'S OFFICE BE DIRECTED TO PREPARE A RESOLUTION TO AWARD SE002A-19 TO THE LOWEST RESPONSIBLE BIDDER, EWG GLASS RECOVERY & RECYCLE CORP., JAMAICA, NEW YORK IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF BID PROPOSAL SE002A-19.

THIS IS A REQUIREMENT CONTRACT. ACTUAL SERVICE ORDERS SHALL CONSTITUTE THE CONTRACT.

The successful vendor(s) shall be notified of award on 4/16/2019


ERIC TUMAN
Commissioner of General Services

Cc: TOWN ATTORNEY (7)
COMPTROLLER/ACCOUNTS PAYABLE
DEPARTMENT OF PUBLIC WORKS/ENGINEERING

Reviewed By
Office of Town Attorney

WHEREAS, Resolution No. 295-2014, adopted on May 6, 2014, authorized the Town's Receiver of Taxes to enter into a contract for a replacement primary tax management system with Business Automation Services Inc., 636 Plank Road, Suite 207, Clifton Park, New York, 12065; and

WHEREAS, in order to modify the current tax bill to respond to Tax Office needs, it is necessary for Business Automation Services, Inc., to modify its proprietary customized BASTax software program application as follows:

1. Franchise tax bills must be processed separately from regular tax bills in order to prepare the Close of Warrant report for Nassau County. A modification to the current tax bill needs to identify these bills with a label "FRANCHISE" in the largest possible font on the bill and both payment stubs; and
2. The font in certain areas of the tax bill needs to be larger, specifically in the areas identifying the Discount Allowed and Penalty Included. The Tax Office has received numerous requests from residents to enlarge the font in these areas of the tax bill as it is very difficult to read. In addition, a large number of residents do not notice the small print and overpay the tax amount due, and must wait for a refund of the overpayment; and

WHEREAS, James J. Stefanich, Receiver of Taxes, by memorandum dated March 28, 2019, has requested Town Board authorization to task Business Automation Services, Inc., to modify its proprietary customized BASTax software program application as indicated above, at a cost not to exceed \$2,100.00; and

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved and the Receiver of Taxes is hereby authorized to task Business Automation Services, Inc., to provide the two (2) modifications to the tax bill as indicated above, at a cost not to exceed \$2,100.00, in accordance with the provisions thereunder; 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. ROT H 1997 26000 000 1308 001.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Receiver of Taxes



TOWN OF OYSTER BAY

Office of the Receiver of Taxes

INTER-DEPARTMENTAL MEMORANDUM

TO: MEMORANDUM DOCKET

FROM: JAMES J. STEFANICH, RECEIVER OF TAXES

RE: MODIFICATION TO CUSTOMIZED TAX BILL

DATE: March 28, 2019

The Office of the Receiver of Taxes entered into contract with Business Automation Services, Inc. to provide modification and upgrade technical services for the existing primary tax management system, including an online tax payment system. This contract was authorized by the Town Board (Resolution No. 295-2014).

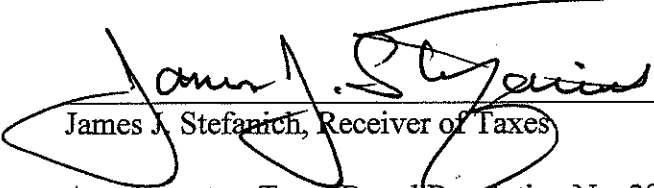
In order to modify the current tax bill to respond to Tax Office needs, it is necessary for Business Automation Services to modify its proprietary customized BASTax software program application.

The Tax Office requires two changes to the current tax bills:

1. Franchise tax bills must be processed separately from regular tax bills in order to prepare the Close of Warrant report for Nassau County. A modification to the current tax bill needs to identify these bills with a label "FRANCHISE" in the largest possible font on the bill and both payment stubs.
2. The font in certain areas of the tax bills need to be larger, specifically in the areas identifying the Discount Allowed and Penalty Included. We have received numerous requests from residents to enlarge the font in this area of the tax bill as it is very difficult to read. In addition, a large number of residents do not notice the small print and overpay the tax amount due, and must wait for a refund of the overpayment.

Town Board authorization is hereby requested for James J. Stefanich, Receiver of Taxes, to task Business Automation Services to implement and install logic modification to allow for these changes.

Funds will be drawn from, Account No. ROT H 1997 26000 000 1308 001. Project ID 1308ROTA-02, in an amount to not exceed \$2,100.


James J. Stefanich, Receiver of Taxes

Attachment: Town Board Resolution No. 295-2014
Business Automation Services, Inc. Quote

Town Attorney (Original +7 copies)

Reviewed By
Office of Town Attorney
James J. Stefanich

Meeting of May 6, 2014

Resolution No. 295-2014

WHEREAS, Resolution No. 1055-2011, adopted on December 13, 2011, authorized the Office of the Receiver of Taxes to enter into a contract with Business Automation Services, Inc., 636 Plank Road, Suite 207, Clifton Park, New York 12065, to supply a replacement primary tax management system (iTax tax management software) and services for the Office of the Receiver of Taxes in different phases; and

WHEREAS, Phase 1 for the iTax software implementation project was completed in mid-2013 and now it is necessary to complete Phase 2 implementation of the iTax software and needed modifications to enable the mandatory functionality as required by the directives of the New York State Comptroller and statutes contained in the New York State Real Property Tax Law; and

WHEREAS, James J. Stefanich, Receiver of Taxes, and Maura Fahey, Deputy Receiver of Taxes, by memorandum dated April 22, 2014, recommend that the Town Board authorize the Office of the Receiver of Taxes to enter into a contract, nunc pro tunc from March 7, 2014, with Business Automation Services, Inc., to provide modification and upgrade technical services for existing tax payment processing system application software to the Office of the Receiver of Taxes, in an amount not to exceed \$350,420; and

WHEREAS, the funds shall be drawn from Account No. H 1997 26000 1202 001 and Account No. H 1997 26000 1308 001, or any other appropriate account.

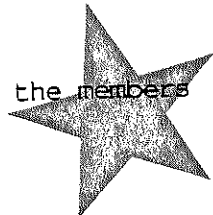
NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth above is accepted, and James J. Stefanich, Receiver of Taxes, is hereby authorized to enter into a contract with Business Automation Services, Inc., to supply a modification to the existing tax management system for the Office of the Receiver of Taxes; and be it further

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

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

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

cc: Supervisor
Town Attorney
Comptroller (2)
REc. Taxes





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661 Plank Road • Clifton Park • New York • 12065 • Phone 518-371-6869 • Fax 518-371-8207

**Town of Oyster Bay
Custom Software Change Request**

3/22/2019

Changes to the Oyster Bay Custom Tax Bill

Franchise Bills

Tax Bills in Roll Sections 5 and 6 are considered franchise bills by the Town of Oyster Bay. It is critical that the Franchise checks and stubs (payments) be in a separate batch from the regular parcel batches. When franchise bills are currently sent out at the start of a collection, franchise bills are stamped by hand with the word "Franchise" in three separate locations on the tax bill: to the right of the address block (Figure 1), and in the Payor section for both the first and second installment stub (Figure 2). Franchise bills that are individually printed or are in penalty batches are not stamped with the "Franchise" label and are printed normally in the Tax Application.

Recently, a lot of Franchise bill payments were processed in regular batches due to bills being reprinted in the office which are not stamped or when a Penalty type bill is used for payment these also are not stamped. Because the bills are not stamped the staff was unaware that they were franchise properties and added them to regular property batches.

PROPERTY DESCRIPTION					EXEMPTION DESCRIPTION	CONSOLIDATED		TAXABLE VALUE
S.D. CODE	SECTION	BLOCK	LOT			TAX CODE	TAX RATE	
22	75	SF	803		NON-EXEMPT	137	514.295	\$3,154
LOT GRP > 75 SF 06030								
LOCATION > ..								
CLASS > 86783								
ROLL SECTION > 5								
STATE SD CODE 262422								
SIZE > Acres								
TAX SERVICE CODE TAX PAYOR CODE ACCOUNT					FULL VALUE PER DEPT OF ASSESSMENT \$315,400	UNIFORM PCT OF VALUE 1.000	LAND ASSESSMENT \$0	TOTAL ASSESSMENT \$3,154

FRANCHISE

ZAYO GROUP LLC
ATTN: PROPERTY TAX DEPT
1621 18TH ST STE 100
DENVER, CO 80202

LEVY DESCRIPTION	TOTAL TAXES LEVIED	PCT CHANGE FROM LAST YEAR	EXEMPTION CODE	TAXABLE VALUE	TAX RATE PER \$ 100	TAX AMOUNT
COUNTY GENERAL PURPOSES	\$161,442.13	-38.251		\$3,154.00	4.9200	\$155.18
NASSAU COMMUNITY COLLEGE	\$280,350.23	1.094		\$3,154.00	7.6020	\$239.77
COUNTY POLICE	\$6,558,581.06	11.247		\$3,154.00	216.3210	\$6,885.84
COUNTY POLICE HEADQUARTERS	\$1,814,675.27	-2.503		\$3,154.00	49.2070	\$1,551.59
COUNTY ENVIRONMENTAL BOND FUND	\$57,014.03	36.801		\$3,154.00	1.5460	\$48.76
FIRE PREVENTION	\$89,061.42	8.705		\$3,154.00	2.4150	\$76.17
STORM WATER RESOURCES ZONE OF ASSESSMENT	\$74,605.06	21.981		\$3,154.00	2.0230	\$63.81
SEWER COLL & DISPOSAL ZONE OF ASSESSMENT	\$4,026,549.46	14.946		\$3,154.00	183.4770	\$5,788.86
NYS TAX REFUND FUND	\$0.00	0.000		\$3,154.00	0.0000	\$0.00
GENERAL FUND-TOWN	\$1,282,760.98	17.429		\$3,154.00	34.7840	\$1,097.09

Figure 1. Franchise Hand Stamped in the left address block on the top section of bill.

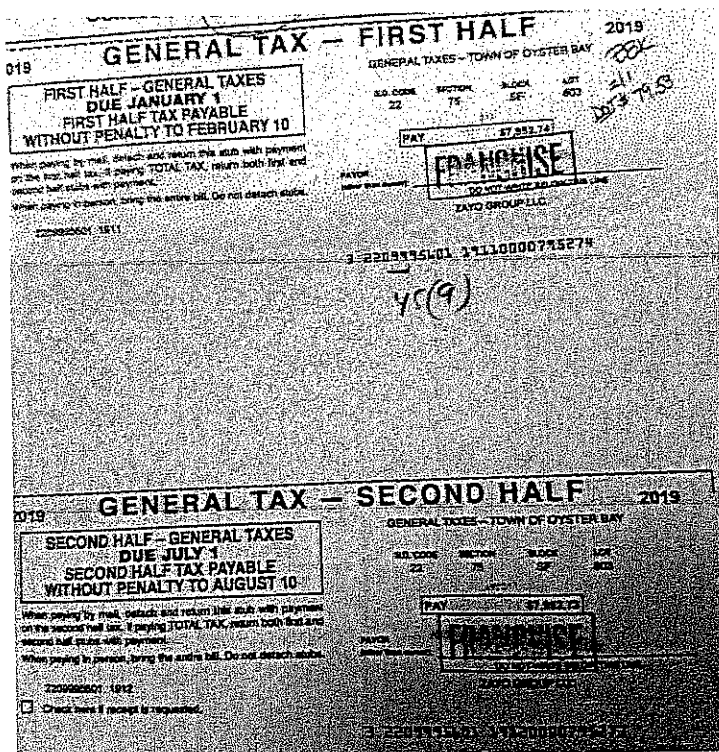


Figure 2. Franchise Hand Stamped on First and Second Half stub of Franchise Bill

In order to eliminate the need to hand stamp the franchise tax bills, the Town of Oyster Bay requests the following changes for tax bills in Roll Sections 5 and 6 (franchise bills)

- 1) The label “*Franchise*” be printed in red in the following locations:
 - a. In the top section of the bill, between the Make checks payable and the Office Hours labels (Figure 3)
 - b. In the Payor section of the First Half Stub (Figure 4)
 - c. In the Payor section of the Second Half Stub (Figure 4)
- 2) The franchise label will print on franchise tax bills at all times, including for original bills printed at the start of the collection, penalty bills, and bills that are reprinted individually.
- 3) The franchise label will be printed in the largest possible font in each of the above sections
- 4) The franchise label will be displayed on franchise bills printed from both the Tax application and the Online Tax portal. The label will display on online tax bills the same as it is printed from the tax application.

Only the Tax Bills will be changed with this request. The Receipts and Postcards will not display the Franchise label at any time.

IF THE WORD "ARREARS" IS PRINTED HERE, SEE REVERSE SIDE

2019 **STATEMENT OF TAXES** 2019 **BILL #: 2209995601 191**

GENERAL TAX LEVY
TOWN OF OYSTER BAY - COUNTY OF NASSAU

MAKE FUNDS PAYABLE TO ***FRANCHISE*** OFFICE HOURS
JAMES J. STEFANICH 9:00 A.M. to 4:45 P.M.
RECEIVER OF TAXES Mon. - Fri.
74 AUDREY AVE (516) 624-8400
OYSTER BAY, NY 11771-1539

EST. STATE AID - COUNTY \$224,448,301.00
EST. STATE AID - TOWN \$11,682,422.00
COUNTY SALES TAX CREDIT \$28,703,877.00

PROPERTY DESCRIPTION				EXEMPTION DESCRIPTION	CONSOLIDATED		TAXABLE VALUE
S.D. CODE	SECTION	BLOCK	LOT		TAX CODE	TAX RATE	
22	75	SF	603	NO EXEMPT	037	004.205	\$3,154
LOT GRP > 75 SF 06030							
LOCATION > ..							
CLASS > 86783 ROLL SECTION > 5 STATE SD CODE > 282422							
SIZE > Acres							
TAX SERVICE CODE TAX PAYOR CODE ACCOUNT				FULL VALUE PER DEPT OF ASSESSMENT \$315,400	UNIFORM PCT OF VALUE 1.000	LAND ASSESSMENT \$0	TOTAL ASSESSMENT \$3,154

Figure 3. Franchise label printed on top section of bill.

2019 **GENERAL TAX — SECOND HALF** 2019

GENERAL TAXES — TOWN OF OYSTER BAY

**SECOND HALF — GENERAL TAXES
DUE JULY 1
SECOND HALF TAX PAYABLE
WITHOUT PENALTY TO AUGUST 10**

When paying by mail, detach and return this stub with payment on the second half tax. If paying TOTAL TAX, return both first and second half stubs with payment.
When paying in person, bring the entire bill. Do not detach stubs.

2209995601 1912

☐ Check here if receipt is requested.

S.D. CODE SECTION BLOCK LOT
22 75 SF 603

PAY \$0.00

PAYOR (other than owner): ***FRANCHISE***

DO NOT WRITE BELOW THIS LINE
ZAYO GROUP LLC

3 2209995601 19120000000000PAID

2019 **GENERAL TAX — FIRST HALF** 2019

GENERAL TAXES — TOWN OF OYSTER BAY

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

When paying by mail, detach and return this stub with payment on the first half tax. If paying TOTAL TAX, return both first and second half stubs with payment.
When paying in person, bring the entire bill. Do not detach stubs.

2209995601 1911

S.D. CODE SECTION BLOCK LOT
22 75 SF 603

PAY \$0.00

PAYOR (other than owner): ***FRANCHISE***

DO NOT WRITE BELOW THIS LINE
ZAYO GROUP LLC

3 2209995601 19110000000000PAID

Figure 4. Franchise label printed in Payor section on stubs.

Discount Allowed and Penalty Included Labels

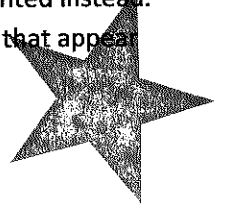
A large number of residents at the Town of Oyster Bay miss the "Discount Allowed" label on their tax bill and are paying the full tax amount due, despite being eligible to pay only the reduced tax amount with the discount taken out. This requires the Town of Oyster Bay to issue a refund check to these residents who have overpaid their tax bill.

In addition, the message "PAY THIS AMOUNT IF TOTAL TAX IS PAID ON OR BEFORE" is printed underneath the Total Tax on bills that are unpaid and are eligible for a discount (Figure 5). Below this message, the last day to pay the bill with a discount is shown. Below the date, the discounted amount to pay is printed. The arrangement of these labels is confusing to Oyster Bay Residents, which many pay the full tax amount instead of the discounted amount.

In order to reduce the number of residents who overpay their tax bill, the Town of Oyster Bay requests the following changes to all Tax Bills:

- 1) Increase the size of the "Discount Allowed" label and discount amount to match the size of the "Total>>" and "**Paid*" labels on the bottom of the top section of the Tax Bill.
- 2) Increase the size of the "Penalty Included" label and penalty amount to match the size of the "Total>>" and "**Paid*" labels on the bottom of the top section of the Tax Bill.
- 3) The Payor fields on the top section of the bill will be hidden, as they are only used on the Receipt. The Payor fields on the stubs will remain present.
- 4) Change the message "PAY THIS AMOUNT IF TOTAL TAX IS PAID ON OR BEFORE," which currently prints on a single line (Figure 5). The message will be changed to the below message incorporating the date and amount in two lines in upper and lower case will be printed instead. This message will be the same font size as the "Discount" and "Penalty" messages that appear below it (Figure 6).

"Pay this amount if total tax is paid
on or before 2/11/19: \$1,223.00"



- 5) In order to accommodate the space required for Change 5, the following fields will be moved down one line.
- a. Total
 - b. Paid
 - c. Discount Allowed
 - d. Penalty Allowed
 - e. First Half Tax Paid On
 - f. Penalty Included
 - g. Second Half Tax Paid On
- 6) These changes will apply to **all bills** printed from both the Tax application and the Online Tax portal. These labels and amounts will display on the online tax bills the same as it is printed from the Tax application.
- 7) These changes will apply to both the General and School collections.

FIRST HALF TAX >>	\$4,775.87	SECOND HALF TAX >>	\$4,775.86	TOTAL TAX >>	\$9,551.73
				PAY THIS AMOUNT IF TOTAL TAX IS PAID ON OR BEFORE	
				3/31/2019	
TOTAL >>	\$4,775.87	TOTAL >>	\$4,775.86		\$9,503.97
FIRST HALF TAX PAID ON	PENALTY INCLUDED	SECOND HALF TAX PAID ON	DISCOUNT ALLOWED (-)	PENALTY INCLUDED (+)	
PAYOR (other than owner)			PAYOR (other than owner)		

Rev 5/13

Figure 5. Current bottom section of tax bill.

FIRST HALF TAX >>	\$7,952.74	SECOND HALF TAX >>	\$7,952.73	TOTAL TAX >>	\$15,905.47
				Pay this amount if total tax is paid	
				on or before 2/11/19: \$1,223.00	
TOTAL >>	*PAID*	TOTAL >>	*PAID*	DISCOUNT ALLOWED (-)	\$-1000.00
FIRST HALF TAX PAID ON	PENALTY INCLUDED	SECOND HALF TAX PAID ON	PENALTY INCLUDED (+)		\$1050.00
02/21/19		02/21/19			

Figure 6. Bottom section of the tax bill with requested changes. Increased font size on Pay this Amount, Discount Allowed, and Penalty Included labels. The Total/Paid lines and below have been moved down by one line to accommodate the Pay this Amount text. The Payor fields have been removed.

Approval

Please review the details outlined above to ensure the information contained herein is accurate and complete.

Outlined below are the actual costs for the custom software modifications required to implement the above changes to the Tax Bill.

Total Estimated Time	12 hours
Total Cost	\$2,100

The above costs include the time required for systems analysis, software development, and quality control testing.

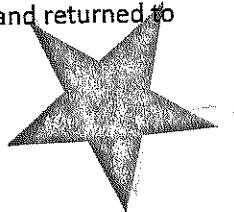
If you are in agreement, please mark the **Approved** checkbox and sign and date the line below. If not approved, please check the **Not Approved** checkbox and forward any clarifications or additional information that you feel should be incorporated into this document. Also, please note any work on the requested interface cannot commence until this document is signed by all parties below and returned to BAS.

☒ Approved ☐ Not Approved

Signed: _____

Date: _____

3/22/19





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661 Plank Road • Clifton Park • New York • 12065 • Phone 518-371-6869 • Fax 518-371-8207

3/22/2019

TOWN OF OYSTER BAY TAX SYSTEM

SOFTWARE/SERVICES:

COST:

Tax System

\$2,100

Custom Bill
(12 hours @ \$175/hour)

Total Services:

\$2,100

* Please see Note #3 on the next page.

Approved by:

JAMES J. STEFANICH, Rec. of Taxes



Name

Signature

Title

Date

3/22/19



Tax Billing/Collection Software & Services

1. The Annual Software Support & Maintenance fee includes any State mandated changes or other enhancements as well as unlimited telephone support and remote assistance (which is available 24/7, including holidays).
2. System configuration, installation and training hours are invoiced at our standard rate of \$1200/day. Training will be conducted at your location, unless otherwise instructed. Travel expenses includes, but is not limited to, personal vehicle transportation at the Federal/State Mileage Rate; train/air fare; lodging; parking; tolls and per diem meal expenses.
3. The BAS professional rate for consulting, systems analysis, custom software development or technical support is \$175 per hour; estimates will be provided in advance for client approval before this type of work would be initiated.
4. Our proposal assumes that your municipality will be using the NYS Real Property System and that the assessment data will be on the same computer/network as the BAS Tax Billing/Collection System.
5. There is a charge to process the RPS tax files for each tax cycle (town/county, village and/or school) which will be supplied by your County or service provider. The processing includes coordinating the receipt of the tax files as well as converting, reconciling and balancing the tax data to the warrant amount for your collection period; after balancing has been completed, BAS will send the tax collection file for loading on your computer along with a copy of the completed BAS Tax Processing Checklist.
6. Installation support and training is normally completed within approximately 30-60 days after receipt of a confirmed order; however, the actual schedule is dependent on receiving confirmation that the client's computer system meets the BAS Windows Software Hardware/Network Guidelines. Note: If systems analysis and/or software customization is required to meet client specific requirements, a mutually acceptable implementation schedule will be developed.
7. If data conversion from an existing system is needed, a separate cost estimate will be provided after the specific requirements have been determined.
8. To upgrade from single-user to a network version or to add additional workstations, please call for pricing.
9. Internet Access is required for downloading software updates, email support and web-based technical support. BAS utilizes remote connection technology for off-site support; no 3rd party communications software is needed.
10. To order the software, a 50% down payment is needed along with a signed purchase order or letter of commitment. Progress payments will be invoiced as the software is installed and services are rendered.



10604814

At a regular meeting of the Town Board of the Town of Oyster Bay, Nassau County, New York, held at the Town Hall, Audrey Avenue, in Oyster Bay, New York, in said Town, on April 16, 2019, at 10:00A.M., Prevailing Time.

PRESENT:

Joseph Saladino
Supervisor

Joseph Muscarella
Councilman

Anthony Macagnone
Councilman

Michele Johnson

Councilman
Louis Imbroto

Councilman
Thomas Hand

Councilman
Steven Labriola

Councilman

In the Matter of
the Increase and Improvement of the Facilities
of the Town of Oyster Bay Plainview Water
District in the Town of Oyster Bay,
Nassau County, New York

Resolution No. 244-2019

ORDER CALLING PUBLIC HEARING

WHEREAS, the Town Board of the Town of Oyster Bay, Nassau County, New York, has been presented with an amended petition, dated March 26, 2019, executed by a majority of the duly elected Water District Commissioners of the Plainview Water District, pursuant to Section 216

of the Town Law, requesting the increase and improvement of the facilities of the Plainview Water District in said Town, consisting of the design, engineering and construction of a combined Nitrate/Perchlorate Treatment Facility at Plant No. 4, and incidental expenses in connection therewith, and

WHEREAS, said District has prepared a map, plan and report, including an estimate of cost, relating to said increase and improvement of facilities of said Plainview Water District, in form and substance acceptable to the Town Board; and

WHEREAS, the map, plan and report is in the form of a report from H2M Architects & Engineering ("H2M"), engineers duly licensed in the State of New York, entitled "January 2019 Bond Report", as amended by a letter from H2M dated March 25, 2019; and

WHEREAS, the \$6,895,200 estimated maximum cost of such increase and improvement of facilities is to be borne by the Plainview Water District under a proposed issuance of up to \$6,895,200 of bonds of the Town (which amount of bonds to be issued will be reduced by any grant monies received, currently expected in the amount of \$2,626,200); and

WHEREAS, such cost shall be annually apportioned and assessed upon the several lots and parcels of land within said Plainview Water District in the manner provided by law and levied and collected in an amount sufficient to pay the principal and interest on said bonds as the same become due;

WHEREAS, an environmental analysis has been prepared on behalf of the Plainview Water District pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act in connection with such increase and improvement and it has been determined that such increase and improvement will not result in any significant environmental effects; and

WHEREAS, it is now desired to call a public hearing on said proposed increase and improvement of facilities and the map, plan and report, including estimate of cost pursuant to Section 202-b of the Town Law;

NOW, THEREFORE, BE IT

ORDERED, by the Town Board of the Town of Oyster Bay, Nassau County, New York, as follows:

Section 1. A meeting of the Town Board of the Town of Oyster Bay, Nassau County, New York, shall be held at the Town Hall East, 54 Audrey Avenue, Oyster Bay, New York, in said Town, on May 7, 2019 at 7:00 P.M., Prevailing Time, for the purpose of conducting a public hearing on the proposed increase and improvement of the facilities of the Plainview Water District in said Town, and the map, plan and report including estimate of cost referred to in the preambles hereof, at which time and place said Town Board will hear all persons interested in the subject thereof concerning the same.

Section 2. The Town Clerk is hereby authorized and directed to cause a notice of said public hearing to be published in Newsday, a newspaper having general circulation in the Town, and posted in the manner prescribed by law, which notice shall be in substantially the following form, to-wit:

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that the Town Board of the Town of Oyster Bay, Nassau County, New York, will meet at the Town Hall East, 54 Audrey Avenue, in Oyster Bay, New York, in said Town, on May 7, 2019 at 7:00 P.M., Prevailing Time, for the purpose of conducting a public hearing relating to the proposed increase and improvement of the facilities of the Plainview Water District in said Town, consisting of the design, engineering and construction of a combined Nitrate/Perchlorate Treatment Facility at Plant No. 4, including incidental expenses in connection therewith, at an estimated maximum cost of \$6,895,200 under a proposed issuance of up to \$6,895,200 of bonds of the Town (which amount of bonds to be issued will be reduced by any grant monies received, currently expected in the amount of \$2,626,200); at which time and place said Town Board will hear all persons interested in the subject thereof concerning the same. Such cost shall be annually apportioned and assessed upon the several lots and parcels of land within

the Plainview Water District in the manner provided by law and levied and collected in an amount sufficient to pay the principal and interest on said bonds as the same become due.

The map, plan and report, including estimate of cost, relating to this project, prepared by H2M Architects & Engineers and entitled "January 2019 Bond Report", is on the file in the Office of the Town Clerk where it is available for public inspection during normal business hours.

An environmental analysis has been prepared on behalf of the Plainview Water District pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act in connection with such increase and improvement of the facilities of the Plainview Water District and it has been determined that such increase and improvement of the facilities of the Plainview Water District will not result in any significant environmental effects.

Dated: Oyster Bay, New York
April ~~1~~¹⁶ 2019

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF OYSTER BAY,
NASSAU COUNTY, NEW YORK

James Altadonna, Jr.

Town Clerk

Section 3. This order shall take effect immediately.

The question of the adoption of the foregoing order was duly put to a vote on roll call, which resulted as follows:

<u>Supervisor Saladino</u>	<u>VOTING</u>	<u>AYE</u>
<u>Councilman Muscarella</u>	<u>VOTING</u>	<u>AYE</u>
<u>Councilman Macagnone</u>	<u>VOTING</u>	<u>AYE</u>
<u>Councilwoman Johnson</u>	<u>VOTING</u>	<u>AYE</u>
<u>Councilman Imbroto</u>	<u>VOTING</u>	<u>AYE</u>
<u>Councilman Hand</u>	<u>VOTING</u>	<u>AYE</u>
<u>Councilman Labriola</u>	<u>VOTING</u>	<u>AYE</u>

The order was thereupon declared duly adopted.

* * * *

cc: Supervisor
Town Attorney
Comptroller
Finance

11

Town of Oyster Bay Inter-Departmental Memo

April 1, 2019

To: Memorandum Docket
From: Robert Darienzo, Director of Finance
Subject: Public Hearing – Plainview Water District Improvements

Town Board action is required to approve the resolution calling for a public hearing on May 7, 2019 for \$ 6,895,200.00 in serial bonds for Plainview Water District Improvements. Said resolution prepared by Bond Counsel is attached to this memo.

Thank you.



Robert Darienzo
Director of Finance

RD/rd
cc: Town Attorney (with 7 copies)
Word/Documents/Docket/2019 plainview wd improve

At a regular meeting of the Town Board of the Town of Oyster Bay, Nassau County, New York, held at the Town Hall, Audrey Avenue, in Oyster Bay, New York, in said Town, on April 16, 2019, at ____ .M., Prevailing Time.

PRESENT:

Supervisor

Councilman

Councilman

Councilman

Councilman

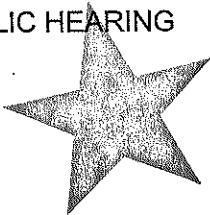
Councilman

Councilman

In the Matter of
the Increase and Improvement of the Facilities
of the Town of Oyster Bay Plainview Water
District in the Town of Oyster Bay,
Nassau County, New York

Resolution No. _____

ORDER CALLING PUBLIC HEARING



WHEREAS, the Town Board of the Town of Oyster Bay, Nassau County, New York, has been presented with an amended petition, dated March 26, 2019, executed by a majority of the duly elected Water District Commissioners of the Plainview Water District, pursuant to Section 216

of the Town Law, requesting the increase and improvement of the facilities of the Plainview Water District in said Town, consisting of the design, engineering and construction of a combined Nitrate/Perchlorate Treatment Facility at Plant No. 4, and incidental expenses in connection therewith, and

WHEREAS, said District has prepared a map, plan and report, including an estimate of cost, relating to said increase and improvement of facilities of said Plainview Water District, in form and substance acceptable to the Town Board; and

WHEREAS, the map, plan and report is in the form of a report from H2M Architects & Engineering ("H2M"), engineers duly licensed in the State of New York, entitled "January 2019 Bond Report", as amended by a letter from H2M dated March 25, 2019; and

WHEREAS, the \$6,895,200 estimated maximum cost of such increase and improvement of facilities is to be borne by the Plainview Water District under a proposed issuance of up to \$6,895,200 of bonds of the Town (which amount of bonds to be issued will be reduced by any grant monies received, currently expected in the amount of \$2,626,200); and

WHEREAS, such cost shall be annually apportioned and assessed upon the several lots and parcels of land within said Plainview Water District in the manner provided by law and levied and collected in an amount sufficient to pay the principal and interest on said bonds as the same become due;

WHEREAS, an environmental analysis has been prepared on behalf of the Plainview Water District pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act in connection with such increase and improvement and it has been determined that such increase and improvement will not result in any significant environmental effects; and

WHEREAS, it is now desired to call a public hearing on said proposed increase and improvement of facilities and the map, plan and report, including estimate of cost pursuant to Section 202-b of the Town Law;

NOW, THEREFORE, BE IT

ORDERED, by the Town Board of the Town of Oyster Bay, Nassau County, New York, as follows:

Section 1. A meeting of the Town Board of the Town of Oyster Bay, Nassau County, New York, shall be held at the Town Hall East, 54 Audrey Avenue, Oyster Bay, New York, in said Town, on May 7, 2019 at 7:00 P.M., Prevailing Time, for the purpose of conducting a public hearing on the proposed increase and improvement of the facilities of the Plainview Water District in said Town, and the map, plan and report including estimate of cost referred to in the preambles hereof, at which time and place said Town Board will hear all persons interested in the subject thereof concerning the same.

Section 2. The Town Clerk is hereby authorized and directed to cause a notice of said public hearing to be published in Newsday, a newspaper having general circulation in the Town, and posted in the manner prescribed by law, which notice shall be in substantially the following form, to-wit:

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that the Town Board of the Town of Oyster Bay, Nassau County, New York, will meet at the Town Hall East, 54 Audrey Avenue, in Oyster Bay, New York, in said Town, on May 7, 2019 at 7:00 P.M., Prevailing Time, for the purpose of conducting a public hearing relating to the proposed increase and improvement of the facilities of the Plainview Water District in said Town, consisting of the design, engineering and construction of a combined Nitrate/Perchlorate Treatment Facility at Plant No. 4, including incidental expenses in connection therewith, at an estimated maximum cost of \$6,895,200 under a proposed issuance of up to \$6,895,200 of bonds of the Town (which amount of bonds to be issued will be reduced by any grant monies received, currently expected in the amount of \$2,626,200); at which time and place said Town Board will hear all persons interested in the subject thereof concerning the same. Such cost shall be annually apportioned and assessed upon the several lots and parcels of land within

the Plainview Water District in the manner provided by law and levied and collected in an amount sufficient to pay the principal and interest on said bonds as the same become due.

The map, plan and report, including estimate of cost, relating to this project, prepared by H2M Architects & Engineers and entitled "January 2019 Bond Report", is on the file in the Office of the Town Clerk where it is available for public inspection during normal business hours.

An environmental analysis has been prepared on behalf of the Plainview Water District pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act in connection with such increase and improvement of the facilities of the Plainview Water District and it has been determined that such increase and improvement of the facilities of the Plainview Water District will not result in any significant environmental effects.

Dated: Oyster Bay, New York
April __, 2019

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF OYSTER BAY,
NASSAU COUNTY, NEW YORK

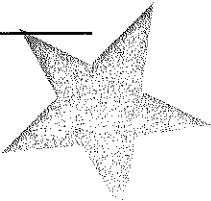
Town Clerk

Section 3. This order shall take effect immediately.

The question of the adoption of the foregoing order was duly put to a vote on roll call, which resulted as follows:

_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____

The order was thereupon declared duly adopted.



* * * *

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

I, the undersigned Clerk of the Town of Oyster Bay, Nassau County, New York, DO
HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town Board
of said Town, including the resolution contained therein, held on April __, 2019, with the original
thereof on file in my office, and that the same is a true and correct transcript therefrom and of the
whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

I FURTHER CERTIFY that, pursuant to Section 103 of the Public Officers Law (Open
Meetings Law), said meeting was open to the general public.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public
notice of the time and place of said meeting to be given to the following newspaper and/or other
news media as follows:

Newspaper and/or Other News Media

Date Given

I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s) of Posted Notice

Date of Posting

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town on April _____, 2019.

(CORPORATE
SEAL)

Town Clerk

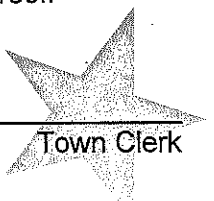
AFFIDAVIT OF POSTING

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

I, the undersigned Clerk of the Town of Oyster Bay, Nassau County, New York, DEPOSE
AND SAY:

That on April _____, 2019, I caused to be posted on the official signboard maintained by
me pursuant to subdivision 6 of Section 30 of the Town Law, a Notice of Public Hearing, which
Notice is part of an order duly adopted by the Town Board on April __, 2019.

A true and correct copy of such Notice is attached hereto and made a part hereof.

Town Clerk

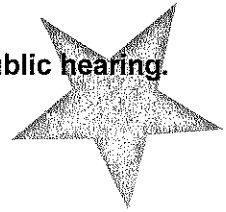
Subscribed and sworn to before me on
April _____, 2019.

Notary Public

NOTICE OF PUBLIC HEARING

(attached hereafter)

Note: To be published at least 10 days prior to the date of the public hearing.



NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that the Town Board of the Town of Oyster Bay, Nassau County, New York, will meet at the Town Hall East, 54 Audrey Avenue, in Oyster Bay, New York, in said Town, on May 7, 2019 at 7:00 P.M., Prevailing Time, for the purpose of conducting a public hearing relating to the proposed increase and improvement of the facilities of the Plainview Water District in said Town, consisting of the design, engineering and construction of a combined Nitrate/Perchlorate Treatment Facility at Plant No. 4, including incidental expenses in connection therewith, at an estimated maximum cost of \$6,895,200 under a proposed issuance of up to \$6,895,200 of bonds of the Town (which amount of bonds to be issued will be reduced by any grant monies received, currently expected in the amount of \$2,626,200); at which time and place said Town Board will hear all persons interested in the subject thereof concerning the same. Such cost shall be annually apportioned and assessed upon the several lots and parcels of land within the Plainview Water District in the manner provided by law and levied and collected in an amount sufficient to pay the principal and interest on said bonds as the same become due.

The map, plan and report, including estimate of cost, relating to this project, prepared by H2M Architects & Engineers and entitled "January 2019 Bond Report", as amended by a letter dated March 25, 2019, is on the file in the Office of the Town Clerk where it is available for public inspection during normal business hours.

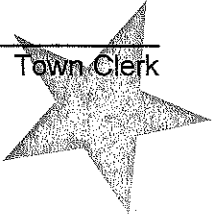
An environmental analysis has been prepared on behalf of the Plainview Water District pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act in connection with such increase and improvement of the facilities of the Plainview Water District and it has been determined that such increase and improvement of the facilities of the Plainview Water District will not result in any significant environmental effects.

Dated: Oyster Bay, New York
April __, 2019

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF OYSTER BAY,

NASSAU COUNTY, NEW YORK

Town Clerk



WHEREAS, by Resolution No. 854-2017, adopted on December 12, 2017, the Town Board authorized and directed D&B Engineers & Architects, P.C. to provide engineering services in connection with Contract No. PWC 07-18, On-Call Engineering Services Relative to Civil Engineering, for a two-year term, from January 1, 2018 through December 31, 2019; and

WHEREAS, D&B Engineers & Architects, P.C., by letter dated March 12, 2019, set forth the scope of work to be performed under Contract No. PWC 07-18, in an amount not to exceed \$200,000.00, in connection with providing On-Call Engineering Services including developing quantities, estimates and field inspection of the Town of Oyster Bay Requirements Contract for Road Restoration; and

WHEREAS, John C. Tassone, Deputy Commissioner, Department of Public Works, by memorandum dated April 1, 2019, requested Town Board authorization for D&B Engineers & Architects, P.C. to provide On-Call Engineering Services including developing quantities, estimates and field inspection of the Town of Oyster Bay Requirements Contract for Road Restoration under Contract No. PWC 07-18 as aforesaid, and further requested that the Comptroller be directed to issue an encumbrance order in an amount not to exceed \$200,000.00 for this purpose; Deputy Commissioner Tassone advised that funds in the amount of \$200,000.00, to satisfy said engineering costs are available in Account No. HWY H 5197 20000 000 1903 008,

NOW, THEREFORE, BE IT RESOLVED, that the requests as hereinabove set forth are accepted and approved, and D&B Engineers & Architects, P.C. is hereby authorized to proceed to provide the aforementioned services in connection with Contract No. PWC 07-18, On-Call Engineering Services including developing quantities, estimates and field inspection of the Town of Oyster Bay Requirements Contract for Road Restoration, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed \$200,000.00, with funds to be drawn from Account No. HWY H 5197 20000 000 1903 008.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Public Works

Reviewed By
Office of Town Attorney

12

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

April 1, 2019

TO: MEMORANDUM DOCKET

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

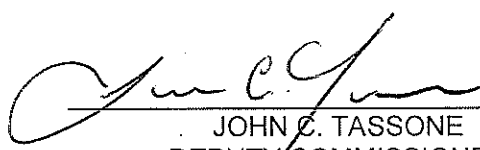
SUBJECT: ON-CALL ENGINEERING SERVICE REQUEST
RELATIVE TO CIVIL ENGINEERING
CONTRACT NO. PWC07-18
ACCOUNT NO.: HWY H 5197 20000 000 1903 008
PROJECT ID. 1903HWYDB-09

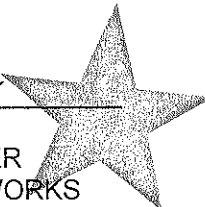
The consultant, D&B Engineers and Architects, P.C., has been approved by the Commissioner of Public Works to provide engineering services under On-Call Contract No. PWC07-18 by Resolution No. 854-2017 for the subject project.

Attached is a letter dated March 12, 2019 from D&B Engineers and Architects, P.C., regarding the scope of work to be performed in an amount not to exceed \$200,000.00. Services to be performed include developing quantities, estimates and field inspection of the Town of Oyster Bay Requirements Contract for Road Restoration.

Attached is an availability of funds in the amount of \$200,000.00 to satisfy said engineering costs from the Director of Finance indicating that funds are available in Account No. HWY H 5197 20000 000 1903 008.

It is hereby requested that the Town Board authorize, by Resolution, D&B Engineers and Architects, P.C., under Contract No. PWC07-18, On-Call Engineering Services Relative to Civil Engineering and requests that the Comptroller be directed to issue an encumbrance order for this purpose.


JOHN C. TASSONE
DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS




JCT/MR/DJH/lk

Attachment

cc: Office of the Town Attorney (w/7 copies)
Steven Ballas, Comptroller
John Bishop, Deputy Commissioner/Highway
Kathy Stefanich, Administrative Division/DPW

PWC07-18 DOCKET D&B 2019 ROAD RESTORATION CONTRACT



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



Requesting Division/Department

Highways

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

Contract Number PWC 07-18

Contract Period January 1, 2018 through December 31, 2019

Consultant/Contractor D&B Engineers and Architects, P.C.

Discipline Civil Engineering

Total Authorization \$200,000.00

Resolution No. 854-2017 Date 12/12/2017

Funded To Date \$0.00

Amount Requested \$200,000.00

Account To Be Used HWY H5197 20000 000 1903 008 - 1903 HWY DB-09

If Capital Account, State The Related Contract Number: HRR17-154

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 developing quantities, estimates and field inspection of the

Town of Oyster Bay Requirements Contract for Road Restoration

Work To Be Completed In Contract Period:

Yes ☒ No ☐

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

Required Insurances Are In Effect:

Yes ☒ No ☐

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

Required 50% Performance Bond For This Request In Effect:

Yes ☐ No ☒ N/A ☐

Amount of Bond \$

Requesting Division/Department

DPW Approval

Signature

Title

Date

DEPUTY COMMISSIONER
Department of Highways

3-28-19

Signature

Title

Date

Deputy
Commissioner of Public Works

4/1/19

THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

Amount Requested 200,000.00

Unencumbered Balance 750,000.00

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

Yes ☒ No ☐

Signature

Date

4/1/19



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 1/1/2018

Contract No. PWC 07-18

Contract End 12/31/2019

Commencement Date _____

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

Vendor Name and Address

D&B Engineers and Architects, P.C.

330 Crossways Park Drive

Woodbury, New York 11797

Requesting Town Department Highways

Contact Daniel Haas Phone 677-5883

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

Funds are required for developing quantities, estimates and field inspection

of the Town of Oyster Bay Requirements Contract for Road Restoration

This work order shall not exceed \$ \$200,000.00

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

Requesting Division/Department

Department Of Public Works Approval

Signature [Signature]

Signature [Signature]

Title DEPUTY COMMISSIONER
Department of Highways

Dep. C. C. [Signature]
Commissioner of Public Works

Date 3-28-19

Date 4/1/19

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

March 26, 2019

TO : JOHN P. BISHOP, DEPUTY COMMISSIONER
DEPARTMENT OF HIGHWAY

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


SUBJECT : REQUEST FOR AVAILABILITY OF FUNDS
CONTRACT NO. PWC07-18
ON-CALL CIVIL ENGINEERING
D&B ENGINEERS AND ARCHITECTS, P.C.

The Division of Engineering respectfully requests that you make available an account number to be used to satisfy costs related to the above-referenced contract in the amount of \$200,000.00.

Funds are required for developing quantities, estimates and field inspection of the Town of Oyster Bay Requirements Contract for Road Restoration as per the attached letter from D&B Engineers and Architects, P.C., dated March 12, 2019.

Also attached is the "On-Call Consultant Service Request for Availability of Funds" in the amount of \$200,000.00 and Resolution No. 850-2017 authorizing D&B Engineers and Architects, P.C., for on-call services.

If you have any questions, please contact Daniel Haas, at extension 5883.



JOHN C. TASSONE
DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

JCT/MR/DJH/ik

Attachments

C: Richard W. Lenz, P.E., Commissioner/DPW
Matthew Russo, P. E., Division of Engineering
Kathleen Stefanich, Administration/DPW
PWC07-18 D&B ENGINEERS ROAD RESTORATION INSPECTION 2019



**D&B ENGINEERS
AND
ARCHITECTS, P.C.**

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

[Handwritten signature] **D.H.**

Board of Directors

Steven A. Fangmann, P.E., BCEE
President & Chairman

Robert L. Raab, P.E., BCEE, CCM
Senior Vice President

William D. Merklin, P.E.
Senior Vice President

March 12, 2019

John Tassone, Deputy Commissioner
Town of Oyster Bay
Department of Public Works
150 Miller Place
Syosset, NY 11791

Attn: Matthew Russo, P.E.
Department of Engineering

Re: Town Road Rehabilitation Assistance
On-Call Civil Engineering
Contract No. PWC07-18

Dear Mr. Tassone:

D&B Engineers and Architects, P.C. (D&B) submits this proposal to provide engineering services for civil engineering services to support road rehabilitation work to be performed under the Town's Requirements Contract for Road Restoration. Based upon discussions with your office, it is understood that the following services are to be provided:

1. Discussion with the Departments of Public Works and Highways to determine which roads are to be resurfaced or reconstructed and the appropriate scheduling and phasing requirements.
2. Perform field investigations to determine if subject roads can be resurfaced or if conditions require full reconstruction.
3. Coordinate scheduling of the work with representatives of the Town and the Town's Requirements Contractor.
4. Ensure that proper pre-construction activities have been accomplished, including utility mark-out, resident notification, and establishment of necessary maintenance and protection of traffic (MPT).
5. Perform inspection of the Contractor's work, ensure the Contractor's compliance with the Work Order and obtain copies of all materials tickets from the Contractor.
6. Coordinate any necessary testing services for materials used in construction.
7. At the completion of each Work Order, prepare a punch list, as necessary for use by the Contractor for any corrective work.

D&B ENGINEERS AND ARCHITECTS, P.C.

Mr. John Tassone, Deputy Commissioner
Town of Oyster Bay
Department of Public Works
March 12, 2019

Page 2

8. Review and recommend payment of the Requirement Contractor's claims for completed work to the Town.

Consistent with our previous work for road restoration oversight, D&B will provide the necessary engineering and inspection staff to accomplish these tasks. D&B has identified several inspectors who will be available to service this contract with varying levels of expertise, with inspectors assigned to a given Work Order depending upon the complexity of the work to be performed.

To initiate the anticipated scope of work through the term of this contract, it is requested that the Town authorize an encumbrance value of \$200,000.00 to address assignments provided by your office and the Department of Highways. Engineering services will be billed on a timecard basis in accordance with the terms of our on-call contract, and laboratory costs, if required by this assignment, will be billed as a pass-through cost without markup to the Town.

If you have any questions, please do not hesitate to call Mr. Philip Sachs of our office at (516) 364-9890, Ext. 3401.

Very truly yours,


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

SAF/PRSt/kap

cc: Sunita Chakraborti (TOB)
Daniel Haas (TOB)
Philip Sachs (D&B)

•0010\PRS030819JT-Ltr

CORRECTED COPY

Meeting of December 12, 2017

Resolution No. 854-2017

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memoranda dated November 27, 2017 and December 4, 2017, advised that on September 27, 2017, the Department of Public Works issued a Request for Proposals for Engineering Services relative to Civil Engineering, in the Town of Oyster Bay, Nassau County, New York, in accordance with the specifications contained in Contract No. PWC07-18; and

WHEREAS, in response to that Request for Proposals, fifteen (15) responses were timely received by the Department of Public Works, Division of Engineering; and

WHEREAS, Commissioner Lenz, by said memoranda, stated that after review of the Division of Engineering's preliminary recommendations and in conjunction with the current workload, the Department has selected Nelson & Pope Engineers & Land Surveyor, PLLC, D&B Engineers & Architects, P.C., Holzmacher, McLendon & Murrell, P.C., deBruin Engineering, P.C., Lockwood, Kessler & Bartlett, Inc., LiRo Engineers, Inc., John Grillo, Architect, P.C., Savik & Murray, a Division of DCAK-MSA Architecture & Engineering, P.C. The evaluation and selection process was performed in compliance with the requirements of Guideline 9 of the Town of Oyster Bay Procurement Policy; and

WHEREAS, the Department of Public Works requested that the Town Board authorize the Department of Public Works to enter into an agreement with Nelson & Pope Engineers & Land Surveyor, PLLC, D&B Engineers & Architects, P.C., Holzmacher, McLendon & Murrell, P.C., deBruin Engineering, P.C., Lockwood, Kessler & Bartlett, Inc., LiRo Engineers, Inc., John Grillo, Architect, P.C., Savik & Murray, a Division of DCAK-MSA Architecture & Engineering, P.C., to provide Engineering Services relative to Civil Engineering, in accordance with the specifications contained in Contract No. PWC07-18, for a two (2) year term commencing on January 1, 2018 through December 31, 2019

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are accepted and approved, and the Department of Public Works is hereby authorized to enter into Contract No. PWC07-18 with Nelson & Pope Engineers & Land Surveyor, PLLC, D&B Engineers & Architects, P.C., Holzmacher, McLendon & Murrell, P.C., deBruin Engineering, P.C., Lockwood, Kessler & Bartlett, Inc., LiRo Engineers, Inc., John Grillo, Architect, P.C., Savik & Murray, a Division of DCAK-MSA Architecture & Engineering, P.C., in accordance with the provisions thereunder, for a two (2) year term, commencing on January 1, 2018 through and including December 31, 2019.

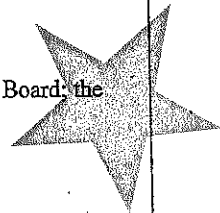
#

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 Alesia	Absent
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye

cc: Supervisor
Town Attorney
Comptroller (2)
Public Works

Reviewed By
Office of the Town Attorney
[Signature]



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

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

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

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

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

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Public Works

Reviewed By
Office of Town Attorney

13

TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

April 1, 2019

TO: MEMORANDUM DOCKET

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

SUBJECT: AWARD OF ENGINEERING SERVICES
HIGHWAY IMPROVEMENTS TO THE INTERVALE AVENUE AREA,
FARMINGDALE
CONTRACT NO. H19-197
ACCOUNT NO. HWY H5197 20000 000 1903 008
PROJECT ID NO. 1903HWYDB-03

On November 14, 2018 the Department of Public Works issued "Requests for Proposals" to 7 firms in accordance with the approved procurement procedure, in addition to an advertisement on the Town of Oyster Bay website. On December 7, 2018 the Division of Engineering had received eight (8) responses which were reviewed and evaluated by a selection committee based on the technical merits of the responses. Related support documentation is on file in the Division of Engineering.

The Commissioner of Public Works, after review of the Division's preliminary recommendations and in conjunction with the current workload, has selected LiRo Engineers, Inc. to perform the work. The evaluation and selection process was performed in compliance with the requirements of Guideline 6 and Guideline 9 of the Town of Oyster Bay Procurement Policy. Further, the required disclosure affidavit has been submitted.

Due to the extent of the project area, the Department of Public Works has determined that it would be appropriate for the consultant to first complete a preliminary design report for the project area for which the consultant will perform surveying, site investigation, preliminary design, project phasing, and cost estimating. Based upon this report, the consultant will be authorized to perform final Design, Bid and Construction Phase services, at costs to be negotiated and approved by the Town Board by future Town Board action.

The Department of Public Works has negotiated a fee of \$310,00.00 to complete the Preliminary Design Phase, as per the attached letter from LiRo Engineers, Inc., dated February 5, 2019. The firm of LiRo Engineers Inc. has previously executed a Standard Consultant Agreement with the Department of Public Works under which their services are to be provided, which is on file in the Division of Engineering.

Funds are available to satisfy these engineering services in Account No. HWY H5197 20000 000 1903 008.

TO: Memorandum Docket
Page 2

It is hereby requested that the Town Board authorize, by resolution, LiRo Engineers, Inc., to perform engineering services relative to Contract No. H19-197.



RICHARD W. LENZ, P.E.

COMMISSIONER

DEPARTMENT OF PUBLIC WORKS/HIGHWAY

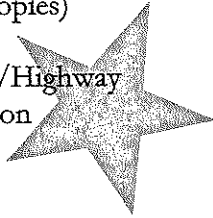


RWL/JCT/MR/BK/lk

Attachment

cc: Office of the Town Attorney (w/7 copies)
Steven Ballas, Comptroller
John Bishop, Deputy Commissioner/Highway
Kathy Stefanich, DPW/Administration

H19-197 Docket Award LiRoEngineers 310000





LiRo Engineers, Inc.

A LiRo Group Company

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

February 5, 2019

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

Attention: John Tassone

Re: Engineering Services Intervale Avenue Area
Farmingdale, New York
LiRo Project 18-0905-0424

Gentlemen:

We are pleased to submit this letter proposal for the Road Improvements to the Intervale Avenue Area in Farmingdale. The area is approximately 6.2 miles in total length separated into four (4) phases and will include the following streets:

LiRo's engineering services will provide for the progression of a roadway reconstruction project from scoping through final design, bidding, construction administration and full time construction inspection. An important objective of this project will be to provide a pavement section that is designed and constructed to be able to sustain the heavy loadings. The work to be performed must be constructed while minimizing disruption to the traveling public and the owners of the abutting properties to the extent possible. It is anticipated that the project area be completed in four (4) phases.

At our meeting on January 29, 2019 the Town indicated that the project construction be completed in four Phases as scoped. However, based upon their desire to expedite the construction and in the interest of efficiency, the Town indicated that survey of the whole area should be completed in lieu of surveying each phase separately. Upon completion of the survey and field investigation a design report will be prepared which will identify the phased areas for construction. Based on the finding of the pavement evaluation, suitable pavement treatments options will be considered and evaluated as necessary to select the most cost effective pavement treatment. Data regarding existing utility facilities, both underground and aerial, will be obtained from the utility companies to clearly define the extent of utilities within the project limits. The extent of existing drainage facilities will be determined based on available record information supplemented by field observations. Drainage systems analysis will be performed to determine the adequacy of the existing drainage facilities and the requirements for system upgrades and extensions.

It is anticipated that soil borings will be required for this project for design of structural as well as a possible need for any additional drainage components that may still be in need of design and installation. Geotechnical investigation of the subbase and surrounding soil will be compiled in a report and sealed by a NYS Professional Engineer.

The project Design Report will be established the project needs so that improvement options can be evaluated. The Design Report will be submitted to the Town for approval which will include preliminary construction estimates for all four (4) phases.

Based on the above scope, we estimate that approximately 1358 man-hours of surveying design services. The estimated cost for these services is approximately \$270,000. We estimate that approximately 352 man-hours of engineering services for completion of the Design Report. The estimated cost for these services is approximately \$20,000. We estimate the cost of obtaining soil borings and pavement cores at \$20,000. As such, we are requesting authorization in the amount of \$310,000 for engineering services scoped out above. (See attachment)

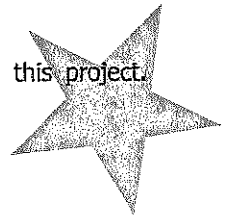
We trust this meets with your approval and look forward to supporting you on this project. Should you have any questions, please contact me.

Very truly yours,

LiRo ENGINEERS, INC.



Michael Kwaschyn, P.E.
Vice President



Meeting of April 16, 2019

Reviewed By
Office of Town Attorney

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

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

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

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

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

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

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Public Works

14

TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

April 1, 2019

TO: MEMORANDUM DOCKET

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

SUBJECT: AWARD OF ENGINEERING SERVICES AND USE OF SUB-CONSULTANT
ROAD IMPROVEMENTS TO THE HICKS AVENUE AREA IN SYOSSET, NY
CONTRACT NO. H19-196
ACCOUNT NO. HWY H5197 20000 000 1903 008
PROJECT ID NO. 1903HWYDB-03

On November 14, 2018 the Department of Public Works issued "Requests for Proposals" to seven (7) firms in accordance with the approved procurement procedure, in addition to an advertisement on the Town of Oyster Bay website. On December 7, 2018 the Division of Engineering had received nine (9) responses which were reviewed and evaluated by a selection committee based on the technical merits of the responses. Related support documentation is on file in the Division of Engineering.

The Commissioner of Public Works, after review of the Division's preliminary recommendations and in conjunction with the current workload, has selected L.K. McLean Associates, P.C. to perform the work. The evaluation and selection process was performed in compliance with the requirements of Guideline 6 and Guideline 9 of the Town of Oyster Bay Procurement Policy. Further, the required disclosure affidavit has been submitted.

Due to the extent of the project area, the Department of Public Works has determined that it would be appropriate for the consultant to first complete a preliminary design report for the project area for which the consultant will perform surveying, site investigation, preliminary design, project phasing, and cost estimating. Based upon this report, the consultant will be authorized to perform final Design, Bid and Construction Phase services, at costs to be negotiated and approved by the Town Board by future Town Board action.

The Department of Public Works has negotiated a fee of \$162,341.52 to complete the Preliminary Design Phase, as per the attached letter from L.K. McLean Associates, P.C., dated March 22, 2019. The firm of L.K. McLean Associates, P.C. has previously executed a Standard Consultant Agreement with the Department of Public Works under which their services are to be provided, which is on file in the Division of Engineering.


Funds are available to satisfy these engineering services in Account No. HWY H5197 20000 000 1903 008.

Further, the office of L.K. McLean Associates, P.C., requests the use of Universal Testing and Inspection Services, Inc. as sub-consultant, for Geotechnical investigation of the subbase and surrounding soil as well

TO: Memorandum Docket
Page 2

as provide Emulsion Stabilized Base Job Mix, if necessary. The required disclosure affidavit from Universal Testing and Inspection Services, Inc. has been submitted.

It is hereby requested that the Town Board authorize, by resolution, L.K. McLean Associates, P.C., to perform engineering services relative to Contract No. H19-196 .



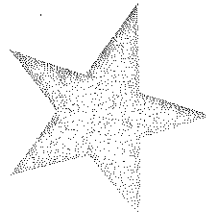
RICHARD W. LENZ, P.E.
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS/HIGHWAY

^{ML}
RWL/JCT/MR/SC/lk

Attachment

cc: Office of the Town Attorney (w/7 copies)
Steven Ballas, Comptroller
John Bishop, Deputy Commissioner/Highway
Kathy Stefanich, DPW/Administration

H19-196_Hicks Ave Road Improvement_LKML_Request for funds.



CONTRACT# _____ TITLE _____

**TOWN OF OYSTER BAY
DISCLOSURE QUESTIONNAIRE**

All questions on this questionnaire must be answered by an officer and any stakeholders who hold a majority or greater ownership interest in the proposer. Answers must be typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO
SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL
MAY BE REJECTED AS NON-RESPONSIVE AND IT MAY NOT BE CONSIDERED FOR
AWARD

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

SECTION I: GENERAL INFORMATION

1. Business name (legal name): Universal Testing + Inspection Services, Inc

2. Federal Employer ID No. (FEIN): [REDACTED]

3. d/b/a – doing business as (if applicable): _____

County filed: US

4. Website address (if applicable): www.universaltest.com

5. Business e-mail address: info@universaltest.com

6. Principal place of business address: 73 Otis Street, West Babylon, NY 11704

7. Telephone number: (631) 491-5252 7. Fax number: (631) 491-5959

8. Does the business use, or has it used in the past five (5) years, any other business name, FEIN, or d/b/a other than what is listed in questions 1-3 above? Yes ___ No ☒ X
If yes, please provide details. _____

9. Authorized contact:

Name: Larry A. Mercardante

Title: President

Telephone number: Ext. 117 Fax number: _____

E-mail: lamerc@universaltest.com

10. How many years has this entity been in business? 27

11. The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☒ Corporation
☐ Other (Describe) _____

SECTION II: PRINCIPAL INFORMATION

1. Principal Name Larry A. Mercardante

Date of birth [REDACTED] % Equity Interest in Company 70

Home address 8 Celestial Ct.

City/state/zip Saint James, New York 11780

Telephone _____

2. Positions held in submitting business

President (2012-present, Vice President (2003-2012), Manager (1998-2003)

3. Within the past five years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire?

YES X NO ☐; If Yes, provide details. Universal Property Group, LLC (Holding Company)

4. Has any governmental entity awarded any contracts to a business or organization listed in question 3 above in the past five (5) years while you were a principal owner or officer?

YES ☐ NO X ☒; If Yes, provide details. _____

SECTION III: DUE DILIGENCE QUESTIONS - TO BE COMPLETED IF CONTRACT VALUE IS \$25,000.00 OR OVER IN A 12 MONTH PERIOD.

1. Does the business possess all certifications, licenses, permits, approvals, insurance, bonds or other authorizations issued by any local, state, or federal governmental entity in connection with the proposal/project, business services, operations, business, or ability to conduct its activities? Please note this does not include construction related activities such as building permits and certificates of occupancy.

YES X NO ☐ If no, please provide details _____

2. Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?

YES X NO ☐ If Yes, provide details. TestCo, LLC (Consulting Firm), UTIS360, Inc (Technologies Firm) Universal Drilling & Boring, LLC (Drilling Firm.) and Universal Properties Group, LLC (Real Estate)

3. Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with any entity terminated? YES ___ NO X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination.

4. List all contracts that business has entered into with any municipality in the past three (3) years. Please list the names, address and contact person for the contracting entities. _____

Attach additional pages if necessary.

5. Has the proposer, during the past five (5) years, been declared bankrupt? YES ___ NO X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

6. In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency?
YES ___ NO X If Yes, provide details for each such investigation. _____

7. In the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES ___ NO X If Yes, provide details for each such investigation. _____

8. In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies?
YES ___ NO X If Yes, provide details for each such investigation. _____

9. In the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES ___ NO X If Yes, provide details for each such investigation. _____

10. Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment(if the conduct pertained to events that allegedly occurred during the time of employment):

a) Any felony charge pending? YES ___ NO X If Yes, provide details for each such charge.

b) Any misdemeanor charge pending? YES ___ NO X If Yes, provide details for each such charge. _____

c) Any violations of administrative, statutory or regulatory provisions pending? YES ___ NO X If Yes, provide details for each such charge. _____

d) In the past ten (10) years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness.? YES ___ NO X If Yes, provide details for each such conviction.

e) In the past ten (10) years, been convicted, after trial or by plea, of a misdemeanor? YES ___ NO X If Yes, provide details for each such conviction. _____

f) In the past ten (10)years, been found in violation of any administrative, statutory, or regulatory provisions? YES ___ NO X If Yes, provide details for each such occurrence.

11. In the past five (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ___ NO X ; If Yes, provide details for each such instance.

12. For the past five (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges? YES ___ NO X If Yes, provide details for each such year. _____

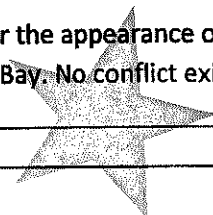
SECTION IV: CONFLICT OF INTEREST

Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

1. Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in being awarded this contract with the Town of Oyster Bay. No conflict exists

2. Any family relationship that any employee of your firm has with any public servant that may create a conflict of interest or the appearance of a conflict of interest in being awarded this contract with the Town of Oyster Bay. No conflict exists

3. Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in being awarded this contract with the Town of Oyster Bay. No conflict exists



CERTIFICATION

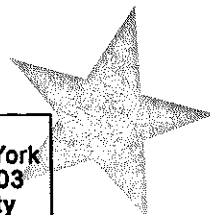
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT PROPOSAL OR FUTURE PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Larry A. Mercardante, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief. The undersigned also certifies that s/he has not altered the content of the questions in the questionnaire in any manner; has read and understands all of the items contained in the questionnaire and any attached pages; has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief; is knowledgeable about the submitting business's business and operations; understands that the Town of Oyster Bay will rely on the information supplied in this questionnaire when entering into a contract or agreement with the business; and is under duty to notify the Town of Oyster Bay of any material changes to the business's responses herein

Sworn to before me this 2nd day of April 2019

Naomi Angeles
Notary Public

NAOMI ANGELOS
Notary Public, State of New York
Registration #01AN6259603
Qualified In Suffolk County
Commission Expires April 16, 2020



Name of submitting business: Universal Testing + Inspection Services, Inc

By: Larry A. Mercardante

Print name
Larry A. Mercardante
Signature

President

Title

4 / 2 / 19
Date

20190325



L. K. McLean Associates, P.C.

437 South Country Road • Brookhaven • New York • 11719
(631) 286-8668 • FAX (631) 286-6314 • lkma@lkma.com

CONSULTING ENGINEERS

Associates

RAYMOND G. DIBIASE, P.E., PTOE, PTP, PRESIDENT and CEO
ROBERT A. STEELE, P.E., EXECUTIVE VICE PRESIDENT
DANIEL P. JEDLICKA, P.L.S., VICE PRESIDENT

CHRISTOPHER F. DWYER
JAMES L. DeKONING, P.E.
STEVEN W. EISENBERG, P.E.
ANDREW B. SPEISER
MATTHEW C. JEDLICKA, LEED AP
KEITH J. MASSERIA, P.E.
VINCENT A. CORRADO, P.E.

March 22, 2019

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

Attn.: John C. Tassone, Deputy Commissioner

Re: **Engineering Services for Solicitation 2108-06, Hicks Avenue Area, Syosset, New York**

Gentlemen:

Thank you for this opportunity to submit this letter proposal for the referenced project involving Road Improvements to the Hicks Avenue Area in Syosset, NY. LKMA's engineering services will provide for the progression of a roadway reconstruction project from scoping to final design, bidding, construction administration as well as full time construction inspection. The objective of this project is to provide the residents of the Hicks Avenue Area in Syosset (approximately 4.5 miles in total length) with reconstructed roads, concrete curbs, driveway aprons, sidewalk intersection access ramps and upgraded storm drainage facilities where needed. Construction documentation will be developed so as to insure that the work to be performed will be constructed minimizing disruption to the traveling public and the owners of the abutting properties to the full extent possible.



L. K. McLean Associates, P.C.

It is anticipated that the area will be completed in three (3) sections, pursuant to the Town's RFP. At our meeting on January 18, 2019, members of the Department of Public Works indicated that the project construction would likely occur in three (3) phases as originally scoped. However, based on the Towns' desire to expedite the construction and in the interest of efficiency, the Town indicated that survey of the entire project area would be completed at one time, instead of surveying each phase individually.

Upon completion of the survey and field investigation, a Design Report will be prepared for the entire project area, identifying the phased areas for construction and evaluating each as necessary to select the most cost effective pavement treatment. Data regarding existing utility facilities, both underground and aerial will be obtained from the utility companies to clearly define the extent of utilities within the project limits. The extent of existing drainage facilities will also be determined based on available record information supplemented by field observations. Drainage systems analysis will be performed to determine the adequacy of the existing drainage facilities and the requirements for system upgrades and extensions. Additionally, as part of the Condition Assessment and Evaluation, the sidewalks and accessibility ramps throughout the project area will be evaluated for conformance to the Americans with Disabilities Act. Similarly, all existing pedestrian facilities within the project limits will be evaluated for compliance with the requirements of the Proposed Guidelines for Pedestrian Facilities within Public Right-Of-Way (PROWAG).

It is anticipated that pavement coring's will be required for this project for the design of the pavement rehabilitation method. Additionally, Soil Borings taken throughout the project area at appropriate intervals will be necessary to identify any subsurface geotechnical issues as it relates to Groundwater and Storm Drainage Characteristics. Geotechnical investigation of the subbase and surrounding soil will be compiled in a report and sealed by a NYS Professional Engineer. At this time, we expect that Universal Testing and Inspection Services, Inc. will provide these services as a sub-consultant to LKMA. If necessary, they will also be able to provide Emulsion Stabilized Base Job Mix Formula for reconstruction of all roads via recycled Mixed-In-Place technology.

The project Design Report will establish the project needs and parameters so that improvement options can be evaluated. The design report will be submitted to the Town for approval and will include preliminary estimates for all three (3) phases.



L. K. McLean Associates, P.C.


Based on the above scope, LKMA estimates that approximately 760 man-hours of Surveying Design Services are required to survey the entire project area. The estimated cost for these services is approximately \$97,266.00. We also estimate that approximately 360 man-hours of engineering services will be required to complete the Design Report. The estimated costs for these services is approximately \$42,575.52. Furthermore, we estimate that the cost of obtaining soil borings and pavement cores to be \$22,500.00. Further design services, for the completion of each phase's Design; Preparation of Construction Plans, Specifications and Bid documentation, as well as Bid

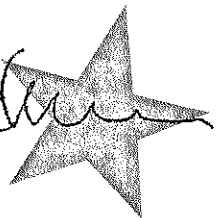
Review and Support, Construction Inspection and Administration is shown on the attached table for your review and consideration.

As such, we request authorization to proceed with Surveying Design Services, as well as Design Report Services and Soil Boring/Pavement Cores in the amount of \$162,341.52. As soon as authorization to proceed is received, we will begin work immediately.

Thank you again for this opportunity and we look forward to working with the Town of Oyster Bay on this important project. Should you have any questions or concerns on these matters, please contact the undersigned at (631) 286-8668 Ext. 268.

Very Truly Yours,


Gilbert A. Anderson, P.E.
Senior Project Director



cc. Raymond DiBiase, PE, President / CEO
Robert Steele, P.E., Executive Vice President

Reviewed By
Office of Town Attorney

WHEREAS, Richard W. Lenz, P.E., Commissioner, Departments of Public Works/Highways, by memorandum dated April 1, 2019, advised that a request for proposals was issued to eight (8) firms in accordance with the Town's procurement policy, and was advertised on the Town of Oyster Bay website, to procure engineering services relative to highway improvements to the Southwood Circle Area, Syosset, Contract No. H19-198, and the Division of Engineering received nine (9) responses; and

WHEREAS, following a review and evaluation of said nine (9) responses by a selection committee, based on the technical merits of said responses, and in compliance with the requirements of Guidelines 6 and 9 of the Town's Procurement Policy, Commissioner Lenz by said memorandum, requested and recommended that the Town Board authorize Lockwood, Kessler & Bartlett, Inc., One Aerial Way, Syosset, New York 11791, to first complete a preliminary design report for the project area for which it will perform surveying, site investigation, preliminary design, project phasing, and cost estimating, for a total fee of \$365,000.00, with performance of the final Design, Bid and Construction phases at costs to be negotiated and approved by the Town Board by future Board action; and

WHEREAS, Bart A. Marino, P.E., of Lockwood, Kessler & Bartlett, Inc., by letter dated March 27, 2019, requested the use of Gayron deBruin Land Surveying & Engineering, P.C. as sub-consultant, for surveying services; and

WHEREAS, the requested services to be provided by Lockwood, Kessler & Bartlett, Inc., including the use of the above sub-consultant, are to be for a total amount not to exceed \$365,000.00, with funds for said payment available from Account No. HWY H 5197 20000 000 1903 008,

RESOLVED, That the requests and recommendations as hereinabove set forth are accepted and approved, and that Lockwood, Kessler & Bartlett, Inc., is hereby authorized to provide the above-referenced engineering services relative to highway improvements to the Southwood Circle Area, Syosset, Contract No. H19-198, and to use Gayron deBruin, Land Surveying & Engineering, P.C., as a sub-consultant for surveying services, in a total amount not to exceed \$365,000.00, and the Supervisor or his designee is authorized to execute an agreement for same, and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, and that the funds for said payment are to be drawn from Account No. HWY H 5197 20000 000 1903 008.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Public Works

15

TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

April 1, 2019

TO: MEMORANDUM DOCKET

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

SUBJECT: AWARD OF ENGINEERING SERVICES AND USE OF SUB-CONSULTANT
HIGHWAY IMPROVEMENTS TO THE SOUTHWOOD CIRCLE AREA, SYOSSET
CONTRACT NO. H19-198
ACCOUNT NO. HWY H5197 20000 000 1903 008
PROJECT ID NO. 1903 HWYDB-03

On November 14, 2018 the Department of Public Works issued "Requests for Proposals" to eight firms in accordance with the approved procurement procedure, in addition to an advertisement on the Town of Oyster Bay website. On December 7, 2018 the Division of Engineering had received nine responses which were reviewed and evaluated by a selection committee based on the technical merits of the responses. Related support documentation is on file in the Division of Engineering.


The Commissioner of Public Works, after review of the Division's preliminary recommendations and in conjunction with the current workload, has selected Lockwood, Kessler & Bartlett, Inc. to perform the work. The evaluation and selection process was performed in compliance with the requirements of Guideline 6 and Guideline 9 of the Town of Oyster Bay Procurement Policy. Further, the required disclosure affidavit has been submitted.

Due to the extent of the project area, the Department of Public Works has determined that it would be appropriate for the consultant to first complete a preliminary design report for the project area for which the consultant will perform surveying, site investigation, preliminary design, project phasing, and cost estimating. Based upon this report, the consultant will be authorized to perform final Design, Bid and Construction Phase services, at costs to be negotiated and approved by the Town Board by future Town Board action.

The Department of Public Works has negotiated a fee of \$365,000.00 to complete the Preliminary Design Phase, as per the attached letter from Lockwood, Kessler & Bartlett, Inc., dated March 27, 2019. The firm of Lockwood, Kessler & Bartlett, Inc. has previously executed a Standard Consultant Agreement with the Department of Public Works under which their services are to be provided, which is on file in the Division of Engineering.


Funds are available to satisfy these engineering services in Account No. HWY H5197 20000 000 1903 008.

Further, the office of Lockwood Kessler & Bartlett, Inc. requests the use of Gayron deBruin Land Surveying & Engineering, P.C., as sub-consultant, for surveying services. The required disclosure affidavit from Gayron deBruin Land Surveying & Engineering, P.C. has been submitted.



TC: Memorandum Docket
Page 2

It is hereby requested that the Town Board authorize, by resolution, Lockwood, Kessler & Bartlett, Inc., to perform engineering services relative to Contract No. H19-198.



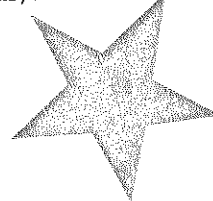
RICHARD W. LENZ, P.E.
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS/HIGHWAY


RWL/JCT/MR/HAS/lk

Attachment

cc: Office of the Town Attorney (w/7 copies)
Steven Ballas, Comptroller
John Bishop, Deputy Commissioner/Highway
Kathy Stefanich, DPW/Administration

H19-198 DOCKET Consultant Design fee





Lockwood, Kessler & Bartlett, Inc.
One Aerial Way · Syosset, NY 11791
516.938.0600 www.lkbinc.com

March 27, 2019
LKB# 2018-0112

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

**Re: Engineering Services for Design, Bid, and Construction Phasing of Highway
Improvements, Southwood Circle Area, Syosset
Solicitation No. 2018-008**

Dear Commissioner Lenz:

Lockwood Kessler & Bartlett, Inc. (LKB) appreciates being selected to provide design, bid and construction inspection services for the above referenced project as indicated in Solicitation No. 2018-008. At this time, LKB requests funding and authorization to proceed with the preliminary design work of the project at an estimated fee of \$365,000.00. This amount includes a \$15,000.00 budgetary out of pocket expense for soil boring contractor cost.

It is our understanding, and in accordance with recent discussions with your staff, the Town's primary goal of the preliminary design effort is to establish project limits for each of four construction phases and sequences, and associated construction budgets. Accordingly, we have adjusted the preliminary design scope and fee primarily by reducing the surveying effort to only support the preliminary design needs.

Our preliminary design effort will consist of:

- 1) Survey mapping as necessary for the Southwood Circle area using photogrammetry depicting information sufficient to accomplish the study tasks.
- 2) Evaluate roadway conditions including subsoils.
- 3) Evaluate the existing watershed and stormwater drainage system for the entire project area.
- 4) Report study findings and design recommendations in a short form reporting style. This will include construction phasing, sequencing, and associated budgetary construction costs for each phase.

We request the Town's approval to retain Gayron de Bruin, Land Surveying & Engineering, PC (a WBE firm) as our sub-consultant to perform the survey mapping services noted above.

Upon receipt of the Town authorization, we will prepare a soil boring plan and solicit bids from a minimum of three soil boring contractors, and subject to the Town's approval, select the lowest qualified contractor to be retained under our contract on a pass-through expense basis to the Town.

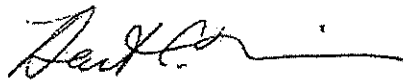
Richard W. Lenz, P.E.
March 27, 2019

Page 2 of 2
Southwood Circle Area, Syosset

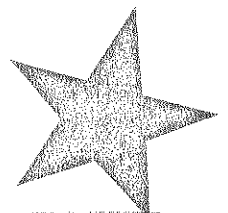
Upon the Town's approval of the construction phases, LKB will request authorization and funding to prepare the detailed design, construction documents, and associated tasks for the first phase and subsequent follow-up phases, as directed.

It is our pleasure to provide these engineering services to the Town of Oyster Bay, and we are prepared to commence immediately upon your authorization to proceed. Should you have questions or comments on this proposal, please do not hesitate to contact me.

Very truly yours,
LOCKWOOD, KESSLER & BARTLETT, INC.



Bart A. Marino, P.E.
Project Manager



ENGINEERING SERVICES - Design, Bid, Construction
SOUTHWOOD CIRCLE AREA, SYOSSET

LOCKWOOD, KESSLER & BARTLETT, INC.

PERSONNEL	JOB CLASSIFICATION	ASCE (A) NICET (N) GRADE	TASKS, ESTIMATED HOURS, FEES				
			1 TOPO. SURVEY	2 PRELIM. DESIGN	DESIGN HOURS SUB TOTAL	DESIGN BILLING RATES*	DESIGN FEE
D E S I G N							
B. EDNIE, PE	PRINCIPAL/DEPT. HEAD	VII (A)				\$175.00	
B. MARINO, PE	SR. PROJECT MGR.	VI (A)				\$175.00	
J. PURGA, PE/W. WYPYSKI, PE	PROJ. MGR./SR. ENGR.	V (A)		184	184	\$175.00	\$32,200.00
P. PLOTAS, PE	ENGINEER	IV (A)		92	92	\$175.00	\$16,100.00
C. PRUNTY	ASSOCIATE ENGINEER	III (A)		828	828	\$168.75	\$139,725.00
E. ZAWASKY/O. LI	DRAFTER/CADD/TECH	IV (N)		168	168	\$129.00	\$21,672.00
GAYRON deBRUIN	SURVEYOR SUB-CONTRACTOR	--	875		875	Lump Sum	\$140,000.00
TOTAL BY TASK			875	1272	2147		\$349,697.00
						SAY	\$350,000.00

SOIL BORING CONTRACTOR	(SUGGESTED BUDGETARY AMOUNT)	\$15,000.00
		TOTAL FEE \$365,000.00

* INCLUDES 3.0 MULTIPLIER

ESTIMATED FEE -- PRELIMINARY DESIGN PHASE
MANPOWER BREAKDOWN

WHEREAS, by Resolution No. 854-2017, adopted on December 12, 2017, the Town Board authorized and directed Lockwood Kessler & Bartlett, Inc. to provide on-call engineering services in connection with Contract No. PWC 07-18, On-Call Engineering Services Relative to Civil Engineering, for a two-year term, from January 1, 2018 through December 31, 2019; and

WHEREAS, Lockwood Kessler & Bartlett, Inc., by letter dated March 25, 2019, set forth the scope of work to be performed under Contract No. PWC 07-18, in an amount not to exceed \$200,000.00, in connection with providing On-Call Engineering Services related to developing quantities, estimates and field inspection of the Town of Oyster Bay Requirements Contract for Road Restoration; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated April 1, 2019, requested Town Board authorization for Lockwood Kessler & Bartlett, Inc. to provide On-Call Engineering Services related to developing quantities, estimates and field inspection of the Town of Oyster Bay Requirements Contract for Road Restoration under Contract No. PWC 07-18 as aforesaid, and further requested that the Comptroller be directed to issue an encumbrance order in an amount not to exceed \$200,000.00 for this purpose, Commissioner Lenz advised that funds in the amount of \$200,000.00, to satisfy said engineering costs are available in Account No. HWY H 5197 20000 000 1903 008,

NOW, THEREFORE, BE IT RESOLVED, that the requests as hereinabove set forth are accepted and approved, and Lockwood Kessler & Bartlett, Inc. is hereby authorized to proceed to provide the aforementioned services in connection with Contract No. PWC 07-18, On-Call Engineering Services developing quantities, estimates and field inspection of the Town of Oyster Bay Requirements Contract for Road Restoration, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed \$200,000.00, with funds to be drawn from Account No. HWY H 5197 20000 000 1903 008.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Public Works

Reviewed By
Office of Town Attorney

17

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

April 1, 2019

TO: MEMORANDUM DOCKET

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

SUBJECT: ON-CALL ENGINEERING SERVICE REQUEST
RELATIVE TO CIVIL ENGINEERING
CONTRACT NO. PWC07-18
ACCOUNT NO.: HWY H 5197 20000 000 1903 008
PROJECT ID. 1903HWYDB-09

The consultant, Lockwood, Kessler & Bartlett, Inc. has been approved by the Commissioner of Public Works to provide engineering services under On-Call Contract No. PWC07-18 by Resolution No. 854-2017 for the subject project.

Attached is a letter dated March 25, 2019 from Lockwood, Kessler & Bartlett, Inc. regarding the scope of work to be performed in an amount not to exceed \$200,000.00 Services to be performed include developing quantities, estimates and field inspection of the Town of Oyster Bay Requirements Contract for Road Restoration.

Attached is an availability of funds in the amount of \$200,000.00 to satisfy said engineering costs from the Director of Finance indicating that funds are available in Account No. HWY H 5197 20000 000 1903 008.

It is hereby requested that the Town Board authorize, by Resolution, Lockwood, Kessler & Bartlett, Inc. under Contract No. PWC07-18, On-Call Engineering Services Relative to Civil Engineering and requests that the Comptroller be directed to issue an encumbrance order for this purpose.



RICHARD W. LENZ, P.E.
COMMISSIONER

DEPARTMENT OF PUBLIC WORKS/HIGHWAY


RWL/JCT/MR/DJH/ik

Attachment

cc: Office of the Town Attorney (w/7 copies)
Steven Ballas, Comptroller
John Bishop, Deputy Commissioner/Highway
Kathy Stefanich, Administrative Division/DPW

PWC07-18 DOCKET LKB 2019 ROAD RESTORATION CONTRACT



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



Requesting Division/Department

Highways

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

Contract Number PWC 07-18

Contract Period January 1, 2018 through December 31, 2019

Consultant/Contractor Lockwood, Kessler & Bartlett, Inc.

Discipline Civil Engineering

Total Authorization \$641,230.29

Resolution No. 854-2017 Date 12/12/2017

Funded To Date \$441,230.29

Amount Requested \$200,000.00

Account To Be Used HWY H5197 20000 000 1903 008-1903 Hwy DB-09

If Capital Account, State The Related Contract Number: HRR17-154

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 developing quantities, estimates and field inspection of the

Town of Oyster Bay Requirements Contract for Road Restoration

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

Date 3-28-19

DPW Approval

Only To Be Executed By The Commissioner

Signature

Title Commissioner of Public Works

Date 3/28/19

THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

Amount Requested 200,000.00

Unencumbered Balance 750,000.00

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

Yes ☒ No ☐

Signature

Date 4/1/19



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 1/1/2018

Contract No. PWC 07-18

Contract End 12/31/2019

Commencement Date _____

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

Vendor Name and Address

Lockwood, Kessler & Bartlett, Inc

One Aerial Way

Syosset, NY 11791

Requesting Town Department Highways

Contact Daniel Haas Phone 677-5883

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

Funds are required for developing quantities, estimates and field inspection

of the Town of Oyster Bay Requirements Contract for Road Restoration

This work order shall not exceed \$ \$200,000.00

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

Requesting Division/Department

Signature

Title

Date

DEPUTY COMMISSIONER
Department of Highways

3-28-19

Department Of Public Works Approval
Only To Be Executed By The Commissioner

Signature

Commissioner of Public Works

Date

3/28/19

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

March 27, 2019

TO : JOHN P. BISHOP, DEPUTY COMMISSIONER
DEPARTMENT OF HIGHWAY

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

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

SUBJECT : REQUEST FOR AVAILABILITY OF FUNDS
CONTRACT NO. PWC07-18
ON-CALL CIVIL ENGINEERING
LOCKWOOD, KESSLER & BARTLETT, INC.

The Division of Engineering respectfully requests that you make available an account number to be used to satisfy costs related to the above-referenced contract in the amount of \$200,000.00.

Funds are required for developing quantities, estimates and field inspection of the Town of Oyster Bay Requirements Contract for Road Restoration as per the attached letter from Lockwood, Kessler & Bartlett, Inc. dated March 25, 2019.


Also attached is the "On-Call Consultant Service Request for Availability of Funds" in the amount of \$200,000.00 and Resolution No. 854-2017 authorizing Lockwood, Kessler & Bartlett, Inc. for on-call services.

If you have any questions, please contact Daniel Haas, at extension 5883.



JOHN C. TASSONE
DEPUTY COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

MM
RWL/JCT/MR/DJH/IK



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



Attachments

C: Kathleen Stefanich, Administration/DPW
PWC07-18 LKB ROAD RESTORATION INSPECTION 2019

D.H.



Lockwood, Kessler & Bartlett, Inc.
One Aerial Way · Syosset, NY 11791
516.938.0600 www.lkbinc.com

March 25, 2019

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

**Re: On-Call Services for Civil Engineering PWC 07-18
2019 Town of Oyster Bay Requirements Contract for Road Restoration**

Dear Commissioner Lenz:

Per your request, Lockwood, Kessler & Bartlett, Inc. (LKB) is pleased to submit our proposal to provide engineering services, including field inspection and developing quantities and estimates, for the Town's Requirement Contract for Road Restoration under our Agreement for On-Call Civil Engineering Services.

The Town has identified roadways that will be restored under the requirements contract for the 2019 paving season. In addition to providing inspection and estimating services it is anticipated that LKB may be requested to provide field survey at a few roadway and parking lot locations to verify grades and address potential drainage/ponding issues.

LKB provided these engineering services on the Town's Requirement Contract for Road Restoration construction inspection contracts last year and we are therefore familiar with the needs of the Town for proper execution of this work. Accordingly, we are exceedingly well positioned to undertake this assignment for the Town.

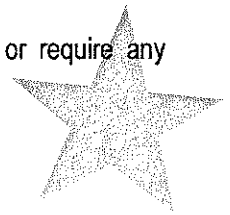
We request a Town resolution authorizing funds in the amount of \$200,000 to compensate for engineering services as indicated above.

We appreciate the Department's consideration of this request. Should you have any questions or require any additional information, please do not hesitate to contact us.

Very truly yours,
Lockwood, Kessler & Bartlett, Inc.

A handwritten signature in black ink, appearing to read 'B. Ednie'.

Brian Ednie, P.E.,
Vice President



CORRECTED COPY

Meeting of December 12, 2017

Resolution No. 854-2017

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memoranda dated November 27, 2017 and December 4, 2017, advised that on September 27, 2017, the Department of Public Works issued a Request for Proposals for Engineering Services relative to Civil Engineering, in the Town of Oyster Bay, Nassau County, New York, in accordance with the specifications contained in Contract No. PWC07-18; and

WHEREAS, in response to that Request for Proposals, fifteen (15) responses were timely received by the Department of Public Works, Division of Engineering; and

WHEREAS, Commissioner Lenz, by said memoranda, stated that after review of the Division of Engineering's preliminary recommendations and in conjunction with the current workload, the Department has selected Nelson & Pope Engineers & Land Surveyor, PLLC, D&B Engineers & Architects, P.C., Holzmacher, McLendon & Murrell, P.C., deBruin Engineering, P.C., Lockwood, Kessler & Bartletts, Inc., LiRo Engineers, Inc., John Grillo, Architect, P.C., Savik & Murray, a Division of DCAK-MSA Architecture & Engineering, P.C. The evaluation and selection process was performed in compliance with the requirements of Guideline 9 of the Town of Oyster Bay Procurement Policy; and

WHEREAS, the Department of Public Works requested that the Town Board authorize the Department of Public Works to enter into an agreement with Nelson & Pope Engineers & Land Surveyor, PLLC, D&B Engineers & Architects, P.C., Holzmacher, McLendon & Murrell, P.C., deBruin Engineering, P.C., Lockwood, Kessler & Bartletts, Inc., LiRo Engineers, Inc., John Grillo, Architect, P.C., Savik & Murray, a Division of DCAK-MSA Architecture & Engineering, P.C., to provide Engineering Services relative to Civil Engineering, in accordance with the specifications contained in Contract No. PWC07-18, for a two (2) year term commencing on January 1, 2018 through December 31, 2019

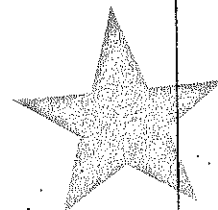
NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are accepted and approved, and the Department of Public Works is hereby authorized to enter into Contract No. PWC07-18 with Nelson & Pope Engineers & Land Surveyor, PLLC, D&B Engineers & Architects, P.C., Holzmacher, McLendon & Murrell, P.C., deBruin Engineering, P.C., Lockwood, Kessler & Bartletts, Inc., LiRo Engineers, Inc., John Grillo, Architect, P.C., Savik & Murray, a Division of DCAK-MSA Architecture & Engineering, P.C., in accordance with the provisions thereunder, for a two (2) year term, commencing on January 1, 2018 through and including December 31, 2019.

—#—

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 Alesia	Absent
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye

cc: Supervisor
Town Attorney
Comptroller (2)
Public Works



Reviewed By
Office of Town Attorney
[Signature]

WHEREAS, Cristina Harrison, Administrator, First Presbyterian Church, 60 East Main Street, Oyster Bay, New York 11771, by letter dated March 11, 2019, has requested the use of one (1) roll-off container for its Spring cleanup, from May 7, 2019 through May 14, 2019; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated March 29, 2019, has advised that the abovementioned equipment will not be required for use by the Town at that time, and that the Department of Public Works has no objection to providing one (1) roll-off container to the First Presbyterian Church, without charge, as the cleanup is not a profit-making event as defined in the Code of the Town of Oyster Bay, Chapter 201, "Solid Waste", Section 17; and

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

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of Public Works is hereby authorized to provide one (1) roll-off container to the First Presbyterian Church, for its Spring cleanup, from May 7, 2019 through May 14, 2019, without charge, subject to the following conditions:

1. The use of all Town equipment shall be in conformance with the direction of the Commissioner of the Department of Public Works/Highway, or his duly authorized representative;
2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of Town equipment and in the conduct of the aforescribed activity; and
3. The said organization shall file a Certificate of Insurance with the Office of the Town Clerk, indicating said organization maintains general liability insurance, in the amounts of \$1,000,000 with a general aggregate of \$2,000,000, and naming the Town as an additional insured in connection with the aforescribed activity.

#

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

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

cc: Supervisor
Town Attorney
Comptroller
Highway
Public Works

Reviewed By
Office of Town Attorney

19

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

March 29, 2019

TO: Memorandum Docket

FROM: Richard W. Lenz, P.E., Commissioner of Public Works/Highway

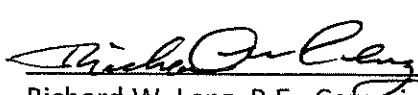
SUBJECT: Request: ROLL OFF CONTAINER
First Presbyterian Church
60 East Main Street
Oyster Bay, New York 11771


Attached please find a copy of a letter received in this office from Christina Harrison requesting a roll off container for their spring clean-up. The container will be placed at 60 East Main Street, Oyster Bay, on Tuesday, May 7, 2019 and collected on Tuesday, May 14, 2019.

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

It is our opinion that the spring clean-up does not constitute a profit-making or a fundraising event. Therefore, we hereby request the Honorable Town Board to approve this worthwhile organization the use of Town equipment without a charge.

Attached please find their certificate of insurance, endorsement and Hold Harmless Agreement for the use of Town of Oyster Bay equipment by the First Presbyterian Church from Tuesday, May 7, 2019 through Tuesday, May 14, 2019.


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



RWL: cw

Attachments

cc: Joseph Nocella, Town Attorney (7 copies)
Steven Ballas, Comptroller

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

March 11, 2019

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

Dear Eileen:

We are requesting the use of one roll-off container from Tuesday, May 7, 2019 – Tuesday, May 14, 2019. Please find enclosed our application, Certificate of Insurance, endorsement and Hold Harmless Agreement and a diagram of placement.

We are requesting for it to be delivered on Tuesday and picked up on the following Tuesday. Thank you.

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

Sincerely,



Cristina Harrison
Administrator



:cjh
Enclosure

(APPLICATION FOR TOWN OF OYSTER BAY ROLL OFF CONTAINER)

PLEASE TYPE OR PRINT CLEARLY

Name of Organization: First Presbyterian Church

Billing Address: 60 East Main Street
OYSTER BAY, NY 11771

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

Number of Container(s) Requested: 1

Address Where Container(s) Would Be Placed: Same

Dates Container(s) Needed: From 5/7/19 To 5/14/19

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

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

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

Signature: Cristina Honian Date: 3/11/19

Title: CHURCH ADMINISTRATOR

Signature: _____ Date Received: _____

Signature: _____ Date Picked Up: _____

DO NOT WRITE BELOW THIS LINE

To Be Completed By Sanitation Division:

Approved By Resolution No.: 116 \$250 Charge Applies: YES _____ NO ✓

To Be Completed By Scale House:

Disposal Authorization Ticket No.: _____

Load Ticket No.: _____

Date: _____

Signature: _____



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
03/08/2019

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

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

PRODUCER Willis Towers Watson Midwest, Inc. Eka Willis of Ohio, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE: 1-877-945-7378 FAX: 1-888-467-2378 E-MAIL: certificates@willis.com ADDRESS:
INSURED 000005304-First Presbyterian Church 60 N. Main St. Oyster Bay, NY 11771	INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company INSURER B: Berkshire Hathaway Specialty Insurance Com INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: W10399328 REVISION NUMBER:

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

INSTR	TYPE OF INSURANCE	AGGREGATE LIMIT	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		011971558 & 040409888	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED \$ RETENTION \$	<input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE	42-XSF-306542-01	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Re: Use of Roll Off Container from 5/7/19 to 5/14/19.

Town of Oyster Bay is an Additional Insured with respects to General Liability and Excess Liability, as required by Written Contract or Oral Agreement.

Please contact your Insurance Board Agent, WILLIAM A SMITH AND SON, INC at (845) 561-1706, for questions regarding

CERTIFICATE HOLDER

Town of Oyster Bay
54 Audrey Avenue
Oyster Bay, NY 11771

Reviewed By
Office of Town Attorney
[Signature]

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
[Signature]

This endorsement, effective January 1, 2019, 12:01 a.m.,
Forms a part of Policy No.: 011971558 & 048409888
Issued to: United Church Insurance Association
By: LEXINGTON INSURANCE COMPANY

ENDORSEMENT NO. 9

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

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

all of the policy's terms and conditions. Failure to comply with this provision may, at our option, result in the claim or "suit" being denied.

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

Robert M. Dyck
Authorized Representative



AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

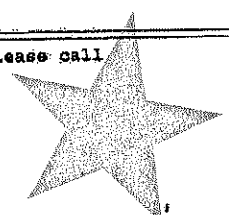
AGENCY Willis Towers Watson Midwest, Inc. aka Willis of Ohio, Inc.		NAMED INSURED 0000005304-First Presbyterian Church 50 E. Main St. Oyster Bay, NY 11771
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

your Certificate of Insurance. If you would like to speak to someone at the Insurance Board, please call 800-437-8830.



Reviewed By
Office of Town Attorney

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

This Agreement is made this 11 day of March 2019 by First Presbyterian Church (hereinafter "Organization"). Whereas, Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as 60 East Main Street
OYSTER BAY, NY 11771

for the event described as Spring Clean Up
The property/equipment is needed from May 7, 2019 to May 14, 2019
The event for which the property and/or equipment is requested () is (☒) is not a profit making event.

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

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

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

Name of Organization

First Presbyterian Church

Address of Organization

60 East Main Street
Oyster Bay, NY 11771



By: Cristina Harrison
Authorized Representative

Title: Church Administrator

Telephone Number: (516) 922-5477

Reviewed By
Office of Town Attorney

B. M.


Reviewed By
Office of Town Attorney


WHEREAS, by Resolution No. 646-2017, adopted on December 12, 2017, the Town Board authorized and directed Hirani Engineering & Land Surveying, P.C. (“Hirani Engineering”) to perform On-Call Engineering Services relative to Structural Engineering in connection with Contract No. PWC19-18; and

WHEREAS, Hirani Engineering & Land Surveying, P.C., by letter dated March 18, 2019, described the scope of work to be performed under Contract No. PWC19-18, in an amount not to exceed \$120,000.00, in connection with providing on-call engineering services related to repairs at the Hicksville Parking Facility; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Departments of Public Works/Highways, by memorandum dated March 28, 2019, requested Town Board authorization for Hirani Engineering & Land Surveying, P.C., through its previously authorized sub-consultant, Future Tech Consultants, to provide the testing services under Contract No. PWC19-18 related to repairs at the Hicksville Parking Facility, and further requested that the Comptroller be directed to issue an encumbrance order in an amount not to exceed \$120,000.00 for this purpose, and Commissioner Lenz advised that funds in the amount of \$120,000.00 to satisfy said engineering costs are available in Account No. HWY 5997 20000 000 1804 016,

NOW, THEREFORE, BE IT RESOLVED, that the requests as hereinabove set forth are accepted and approved, and Hirani Engineering & Land Surveying, P.C., is hereby authorized to proceed to provide the aforementioned services in connection with Contract No. PWC19-18 for On-Call Engineering Services relative to Structural Engineering regarding repairs at the Hicksville Parking Facility, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed \$120,000.00, with funds to be drawn from Account No. HWY 5997 20000 000 1804 016.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Public Works

20

TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

MARCH 28, 2019

TO : MEMORANDUM DOCKET

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

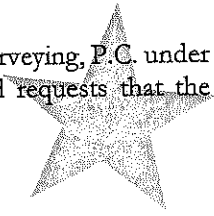
SUBJECT : ON-CALL CONSULTANT SERVICE REQUEST
CONTRACT NO. PWC19-18
STRUCTURAL ENGINEERING
ACCOUNT NO.: HWY H 5997 20000 000 1804 016
PROJECT ID NO. 1804HWYST-02

The consultant, Hirani Engineering & Land Surveying, P.C., has been approved by the Commissioner of Public Works to provide technical services under On-Call Contract No. PWC19-18 by Resolution No 859-2017 for the subject project. Funds have been made available by the Director of Finance.

Attached is a letter dated March 18, 2019 from Hirani Engineering & Land Surveying, P.C., regarding the scope of work to be performed in the amount of \$120,000.00. Hirani Engineering & Land Surveying, P.C. was previously authorized to use, as sub-consultant, Future Tech Consultants, for testing and inspection services relative to Repairs to the Hicksville Parking Facility. Since the full extent of testing services that would be required by Future Tech Consultants, which would subsequently be reviewed and analyzed by Hirani Engineering & Land Surveying, P.C., could not be quantified at the start of construction, a proper request for additional funding could not be provided until those services have been nearly completed.

Attached is an availability of funds in the amount of \$120,000.00 to satisfy said engineering costs from the Office of the Director of Finance indicating that funds are available in Account No. HWY H 5997 20000 000 1804 016.

It is hereby requested that the Town Board authorize, by Resolution, Hirani Engineering & Land Surveying, P.C. under Contract No. PWC19-18, On-Call Technical Assistance Relative to Structural Engineering, and requests that the Comptroller be directed to issue an encumbrance order for this purpose.




RICHARD W. LENZ, P.E.
COMMISSIONER

DEPARTMENT OF PUBLIC WORKS/HIGHWAY


RWL/JCT/MR/lk

Attachment

cc: Office of the Town Attorney (w/7 copies)
Steven Ballas, Comptroller
John Bishop, Deputy Commissioner/Highway
Kathy Stefanich, Administrative Division/DPW
Danielle Midgette, Division of Engineering

PWC19-18 HIRANI DOCKET FTC FUNDS



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 PWC 19-18

Contract Period 1/1/2018 - 12/31/2019

Consultant/Contractor HIRANI ENGINEERING & LAND SURVEYING, P.C.

Discipline STRUCTURAL ENGINEERING

Total Authorization \$699,260.00

Resolution No. 859-2017 Date 12/12/2017

Funded To Date \$579,260.00

Amount Requested \$120,000.00

Account To Be Used HWY H 5997 20000 000 1804 016, PROJ. ID. 1804 HWYST-02

If Capital Account, State The Related Contract Number: H17-159

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.

ENGINEERING AND TESTING SERVICES FOR

REPAIRS TO HICKSVILLE PARKING FACILITY

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

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

Required Insurances Are In Effect: Yes ☒ No ☐

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

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

Amount of Bond \$

Requesting Division/Department

Signature [Signature]

Title DEPUTY COMMISSIONER OF HIGHWAYS

Date 3-21-19

DPW Approval

Only To Be Executed By The Commissioner

Signature [Signature]

Title Commissioner of Public Works

Date 3/28/19

THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE

Amount Requested 120,000.00

Unencumbered Balance \$ 2,699,531.98

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

Yes ☒ No ☐

Signature [Signature]

Date 3/25/19



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 1/1/2018

Contract No. PWC 19-18

Contract End 12/31/2019

Commencement Date JANARY 1, 2018

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

Vendor Name and Address

HIRANI ENGINEERING & LAND SURVEYING, P.C.

120 WEST JOHN STREET

HICKSVILLE, NEW YORK 11801

Requesting Town Department HIGHWAY

Contact DANIEL MIDGETTE Phone 516-677-5897

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

ENGINEERING AND TESTING SERVICES FOR REPAIRS TO THE HICKSVILLE PARKING FACILITY

This work order shall not exceed \$ 120,000.00

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

Requesting Division/Department

Department Of Public Works Approval

Only To Be Executed By The Commissioner

Signature *John Bushy*

Signature *Trisha Guley*

Title DEPUTY COMMISSIONER OF HIGHWAYS

Commissioner of Public Works

Date 3-21-19

Date 3/28/19



Hirani Engineering & Land Surveying, P.C.

Engineers ■ Land Surveyors ■ Construction Managers

March 18, 2019

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

Project: Repairs to Hicksville Parking Facility
On-Call Structural Engineering
Contract No. PWC19-18

Dear Mr. Lenz,

As part of the engineering services by Hirani Engineering & Land Surveying, P.C. for Repairs to the Hicksville Parking Facility, it was found to be necessary to utilize a third-party testing and inspection firm, Future Tech Consultants ("FTC"), for performing QA/QC Special Inspection, Material Testing and Third-Party Witness of required tests for confirmation that all construction and material tests falls within industry code and contract design requirements.

These services were in addition to the inspections services that have been previously authorized for Hirani Engineering & Land Surveying, P.C. Further, the full extent of services by FTC could not be determined at the start of construction due to unknown field conditions that would result in deviations to the initial scope. It is requested that the Town of Oyster Bay authorize additional funding in the amount of \$120,000 for this purpose under Contract NO. PWC19-18.

Matthew Holahan, PE
Vice President
Hirani Engineering and Land Surveying, P.C.

Meeting of December 12, 2017

Resolution No. 859-2017

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memoranda dated November 27, 2017 and December 4, 2017, advised that on October 6, 2017, the Department of Public Works issued a Request for Proposals for On-Call Engineering Services relative to Structural Engineering, in the Town of Oyster Bay, Nassau County, New York, in accordance with the specifications contained in Contract No. PWC19-18; and

WHEREAS, in response to that Request for Proposals, seven (7) responses were timely received by the Department of Public Works, Division of Engineering; and

WHEREAS, Commissioner Lenz, by said memoranda, stated that after review of the Division of Engineering's preliminary recommendations and in conjunction with the current workload, the Department has selected Holzmacher, McLendon & Murrell, P.C.; Hirani Engineering & Land Surveying, P.C.; and LiRo Engineers, Inc. The evaluation and selection process was performed in compliance with the requirements of Guideline 9 of the Town of Oyster Bay Procurement Policy; and

WHEREAS, the Department of Public Works requested that the Town Board authorize the Department of Public Works to enter into an agreement with Holzmacher, McLendon & Murrell, P.C.; Hirani Engineering & Land Surveying, P.C.; and LiRo Engineers, Inc. to provide On-Call Engineering Services relative to Structural Engineering, in accordance with the specifications contained in Contract No. PWC19-18, for a two (2) year term, commencing on January 1, 2018 through December 31, 2019,

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are accepted and approved, and the Department of Public Works is hereby authorized to enter into Contract No. PWC19-18 with Holzmacher, McLendon & Murrell, P.C.; Hirani Engineering & Land Surveying, P.C.; and LiRo Engineers, Inc., in accordance with the provisions thereunder, for a two (2) year term, commencing on January 1, 2018 through and including December 31, 2019.

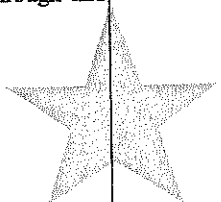
-#-

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 Alesia	Absent
Councilwoman Johnson	Aye
Councilman Imbroto	Absent
Councilman Hand	Aye

cc: Supervisor (2)
Town Attorney
Comptroller
Public Works

Reviewed By
Office of Town Attorney



Meeting of October 2, 2018

Resolution No. 646-2018

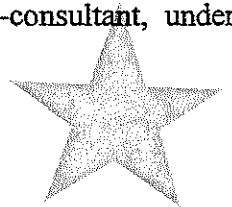
WHEREAS, Resolution No. 859-2017, adopted on December 12, 2017, authorized Hirani Engineering & Land Surveying, P.C., to proceed with On Call Engineering Services relative to Structural Engineering, under Contract No. PWC 19-18; and

WHEREAS, Jim Hirani, P.E., President, Hirani Engineering & Land Surveying, P.C., by letter dated September 17, 2018, requested to utilize Future Tech Consultants of New York, Inc., as a sub-consultant, for testing and inspection services relative to the above-referenced project,

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated September 20, 2018, requested that the services of Future Tech Consultants of New York, Inc. as sub-consultant to Hirani Engineering & Land Surveying, P.C., nunc pro tunc, as of January 1, 2018.

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and Hirani Engineering & Land Surveying, P.C. is hereby authorized to utilize Future Tech Consultants of New York, Inc. as a sub-consultant, under Contract No. PWC 19-18, nunc pro tunc, as of January 1, 2018.

-#-



7/15/18
Reviewed By
Office of Town Attorney

A handwritten signature in black ink, likely belonging to the Office of Town Attorney, written over the printed text.

Reviewed By
Office of Town Attorney

WHEREAS, by Resolution No. 230-2018, adopted on April 10, 2018, the Town Board awarded Contract No. HFR18-172, Fence Replacement Requirements Contract, to LandTek Group, Inc., for the period commencing April 10, 2018 through April 9, 2019; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated March 28, 2019, requested Town Board authorization to extend Contract No. HFR18-172, Fence Replacement Requirements contract, with LandTek Group, Inc., *nunc pro tunc*, from April 10, 2019 through April 9, 2020, at the same prices, conditions and terms, provided for in the original contract; and

WHEREAS, Commissioner Lenz informed the Board that, to date, LandTek Group, Inc.'s work under Contract No. HFR18-172 has been satisfactorily completed in a timely manner,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and Contract No. HFR18-172 with LandTek Group, Inc. is hereby extended, *nunc pro tunc*, for the period from April 10, 2019 through April 9, 2020, at the same prices, conditions, and terms as provided in the original contract.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Highway
Public Works

253

DRAFT

Reviewed By
Office of Town Attorney

WHEREAS, by Resolution No. 230-2018, adopted on April 10, 2018, the Town Board awarded Contract No. HFR18-172, Fence Replacement Requirements Contract, to LandTek Group, Inc., for the period commencing April 10, 2018 through April 9, 2019; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated March 28, 2019, requested Town Board authorization to extend Contract No. HFR18-172, Fence Replacement Requirements contract, with LandTek Group, Inc., *nunc pro tunc*, from April 10, 2019 through April 9, 2020, at the same prices, conditions and terms, provided for in the original contract; and

WHEREAS, Commissioner Lenz informed the Board that, to date, LandTek Group, Inc.'s work under Contract No. HFR18-172 has been satisfactorily completed in a timely manner,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and Contract No. HFR18-172 with LandTek Group, Inc. is hereby extended, *nunc pro tunc*, for the period from April 10, 2019 through April 9, 2020, at the same prices, conditions, and terms as provided in the original contract.

-#-

22

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

March 28, 2019

TO: MEMORANDUM DOCKET

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

SUBJECT: REQUEST APPROVAL FOR EXTENSION
FENCE REPLACEMENT REQUIREMENTS CONTRACT HFR18-172
LANDTEK GROUP, INC.

The Highway Department has reviewed the work performed by LandTek Group, Inc. with respect to Fence Replacement Requirements Contract under contract number HFR18-172 which was awarded by Town Board Resolution Number 230-2018 on April 10, 2018.

The work performed by LandTek Group, Inc. was satisfactory and completed in a timely manner. Therefore, it is hereby requested by the Highway Department contract HFR18-172 be extended from April 10, 2019 through April 9, 2020.

Also funds are available for this purpose as per Town Board Resolution No. 809-2018 for the Highway Department to use these funds for the Highway Department Requirement Contracts as needed throughout the year within the Town of Oyster Bay.



RICHARD W. LENZ, P.E.

COMMISSIONER

DEPARTMENT OF PUBLIC WORKS/HIGHWAY

RWL/lb

Cc: Office of Town Attorney (w/7 copies)

Steve C. Ballas, Comptroller

John P. Bishop, Deputy Commissioner/HWY

John Tassone, Deputy Commissioner, DPW, Division of Engineering



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

March 29, 2019

Town of Oyster Bay
74 Audrey Avenue
Oyster Bay, NY 11771
Parks Dept. /Division of Engineering
John Tassone

**RE: Requirements Contract for Fence Replacement throughout the Town
of Oyster Bay HFR18-172 (PW004-18)**

Dear Mr. Tassone

The LandTek Group, Inc. is hereby requesting to extend the above referenced contract. Under the same terms, conditions and pricing as awarded in the original contract.

Federal Tax ID # 11-2945683.

Sincerely,

A handwritten signature in black ink, appearing to read "Edward Ryan", written over a horizontal line.

Edward Ryan
Vice President

"Building Champions from the Ground Up"

www.landtekgroup.com

Meeting of April 16, 2019

Resolution No. 254-2019

WHEREAS, by Resolution No. 288-2018, adopted on April 24, 2018, the Town Board awarded Contract No. HGR17-162, General Reconstruction Requirements Contract, to Pratt Brothers, Inc. for the period commencing April 24, 2018 through April 23, 2019; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated March 28, 2019, requested Town Board authorization to extend Contract No. HGR17-162, General Construction Requirements contract, with Pratt Brothers, Inc., from April 24, 2019 through April 23, 2020, at the same prices, conditions and terms, provided for in the original contract; and

WHEREAS, Commissioner Lenz informed the Board that, to date, Pratt Brothers, Inc.'s work under Contract No. HGR17-162 has been satisfactorily completed in a timely manner,

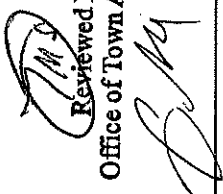
NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and Contract No. HGR17-162 with Pratt Brothers, Inc. is hereby extended, for the period from April 24, 2019 through April 23, 2020, at the same prices, conditions, and terms as provided in the original contract.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Highway
Public Works

Reviewed By
Office of Town Attorney


23

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

March 28, 2019

TO: MEMORANDUM DOCKET

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

SUBJECT: REQUEST APPROVAL FOR EXTENSION
GENERAL RECONSTRUCTION REQUIREMENTS CONTRACT HGR17-162
PRATT BROTHERS, INC.

The Highway Department has reviewed the work performed by Pratt Brothers, Inc. with respect to General Reconstruction Requirements Contract under contract number HGR17-162 which was awarded by Town Board Resolution Number 288-2018 on April 24, 2018.

The work performed by Pratt Brothers, Inc. was satisfactory and completed in a timely manner. Therefore, it is hereby requested by the Highway Department contract HGR17-162 be extended from April 24, 2019 through April 23, 2020.

Also funds are available for this purpose as per Town Board Resolution No. 809-2018 for the Highway Department to use these funds for the Highway Department Requirement Contracts as needed throughout the year within the Town of Oyster Bay.




RICHARD W. LENZ, P.E.

COMMISSIONER
DEPARTMENT OF PUBLIC WORKS/HIGHWAY

RWL/lb

Cc: Office of Town Attorney (w/7 copies)

Steve C. Ballas, Comptroller

John P. Bishop, Deputy Commissioner/HWY

John Tassone, Deputy Commissioner, DPW, Division of Engineering



PRATT BROTHERS, INC.

GENERAL CONTRACTING • HEAVY CONSTRUCTION

45 S. Fourth Street • Bay Shore, NY 11706-1210 • Phone: 631-667-6800 • Fax: 631-289-3843

March 29, 2019

Town of Oyster Bay Department of Public Works
150 Miller Place
Syosset, New York 11791

Attention: *Richard W. Lenz, P.E.*
Commissioner of Public Works/Highways

Re: *Town of Oyster Bay General Requirements Contract*
Contract Number HGR17-162

Gentlemen,

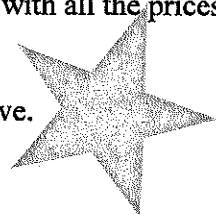
Pratt Brothers, Inc. agrees to extend the above contract for another year with all the prices and contract requirements remaining the same.

Please feel free to contact me should you have any questions on the above.

Very truly yours,

Joseph M. Williams Jr., P.E.

Joseph M. Williams Jr., P.E.
Senior Vice President



WHEREAS, by Resolution No. 162-2018, adopted March 13, 2018, the Town Board awarded Contract No. HTR17-163, Requirements Contract for Tree Trimming and Tree Removal Throughout the Town of Oyster Bay, to Looks Great Services, Inc., 7 Lawrence Hill Road, Huntington, New York 11743, for the initial contract period of March 13, 2018 through March 12, 2019, with an option for four (4) one (1) year extensions at the same terms of the original contract, with funds available as per Town Board Resolution No. 809-2018; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated March 28, 2019, requested Town Board authorization to exercise the option to extend the Agreement for a one year term, nunc pro tunc, from March 13, 2019 through March 12, 2020,

NOW, THEREFORE, BE IT RESOLVED, that the recommendation as hereinabove set forth is hereby accepted and approved, and the Department of Public Works is authorized to extend Contract No. HTR17-163, Requirements Contract for Tree Trimming and Tree Removal Throughout the Town of Oyster Bay, with Looks Great Services, Inc., for a one year term, nunc pro tunc, from March 13, 2019 through March 12, 2020; and it is further

RESOLVED, that the Comptroller is hereby authorized to make payment for same, in accordance with the applicable terms and provisions of said agreement, upon presentation of a duly certified claim, after audit.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Highway
Public Works

Reviewed By
Office of Town Attorney

24

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

March 28, 2019

TO: MEMORANDUM DOCKET

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

SUBJECT: REQUEST APPROVAL FOR EXTENSION
NUN-PRO-TUNC
TREE REMOVAL REQUIREMENTS CONTRACT HTR17-163
LOOKS GREAT SERVICES, INC.

The Highway Department has reviewed the work performed by Looks Great Services, Inc. with respect to Tree Removal Requirements Contract under contract number HTR17-163 which was awarded by Town Board Resolution Number 162-2018 on March 13, 2018.

The work performed by Looks Great Services, Inc. was satisfactory and completed in a timely manner. Therefore, it is hereby requested by the Highway Department contract HTR17-163 be extended, Nun-Pro-Tunc from March 13, 2019 through March 12, 2020.

Also funds are available for this purpose as per Town Board Resolution No. 809-2018 for the Highway Department to use these funds for the Highway Department Requirement Contracts as needed throughout the year within the Town of Oyster Bay.



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

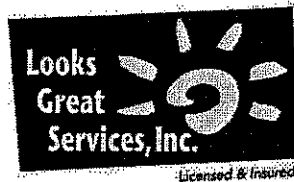
RWL/lb

Cc: Office of Town Attorney (w/7 copies)

Steve C. Ballas, Comptroller

John P. Bishop, Deputy Commissioner/HWY

John Tassone, Deputy Commissioner, DPW, Division of Engineering



John C. Tassone
Deputy Commissioner
Department of Public Works
150 Miller Pl. Syosset, NY 11791
(516) 677-5722
Jtassone@oysterbay-ny.gov

March 12, 2019

RE: TREE TRIMMING AND TREE REMOVAL
THROUGHOUT THE TOWN OF OYSTER BAY, NASSAU COUNTY, NY
CONTRACT NO. HTR17-163

Dear Mr. Tassone:

We are requesting an extension of the requirements contract (NO. HTR 17-163). We will honor the same terms and conditions from last year. Thank you for working with us and we look forward to our partnership.

Sincerely,

Kristian Agoglia
President
Looks Great Services, Inc.
7 Lawrence Hill Road
Huntington, NY 11743
kristian@looksgreatservices.com
(631) 367-2200

WHEREAS, on March 8, 2019, the Department of Environmental Resources released a "Request for Proposal for Sunscreen Dispensers, Sunscreen, Skin Cancer Awareness, Outreach Program and Associated Maintenance Services Various Parks and Facilities" (RFP) and received three proposals; and the proposal of Creative Advertising Concepts, in association with Syosset Hospital/Plainview Hospital-Northwell Health, best met the requirements of the RFP, and;

WHEREAS, Neil O. Bergin, Commissioner, Department of Environmental Resources, by memorandum dated March 29, 2019, requested that the Town Board authorize the Town to enter into an agreement with Creative Advertising Concepts, in association with Syosset Hospital/Plainview Hospital-Northwell Health, which will provide and maintain sixteen (16) Sunscreen dispensers and Sunscreen lotion, along with important health information for a period of three (3) years, at Town Parks and Facilities, at no cost to the Town,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Supervisor and/or his designee is hereby authorized to enter into an agreement with Creative Advertising Concepts, in association with Syosset Hospital/Plainview Hospital-Northwell Health to provide and maintain Sunscreen dispensers and Sunscreen for a period of three years, at Town Parks and Facilities, at no cost to the Town.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Environmental Resources
Parks

MS
Reviewed By
Office of Town Attorney

25

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

March 29, 2019

TO: Memorandum Docket

FROM: Neil O. Bergin, Commissioner
Department of Environmental Resources


SUBJECT: Sunscreen Dispenser and Outreach Donation

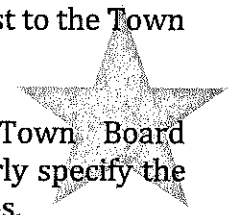
On March 8, 2019, the Department of Environmental Resources released a *"Request for Proposal for Sunscreen Dispensers, Sunscreen, Skin Cancer Awareness, Outreach Program and Associated Maintenance Services Various Parks and Facilities."* On March 22, 2019, the Department of Environmental resources received three proposals in response to the RFP. Of the three proposals, the proposal submitted by Creative Advertising Concepts, in association with Syosset Hospital/Plainview Hospital-Northwell Health, best met the requirements specified in the RFP.

Skin cancer is a national health issue and prolonged exposure to ultraviolet light from the sun, is the leading preventable cause of skin cancer. Through the introduction of 16 dispensers at various beach and pool locations, the Town will help residents find a convenient way to help prevent this chronic disease. The proposed program also provides free educational information as well as skin cancer screenings at co-sponsored events as determined by Commissioner of Environmental Resources, with approval by the Commissioner of the Department of Parks.

The program is fully funded by Syosset Hospital/Plainview Hospital Northwell Health provides sixteen (16) dispensers and lotion, space for the Town of Oyster Bay and sponsor logo (Syosset Hospital/Plainview Hospital Northwell Health) along with important health information. The project sponsor, for a period of three years, will maintain each dispenser to include inspection and cleaning of each on a regular basis. There will be no cost to the Town of Oyster Bay to implement or maintain this program.

The Department of Environmental Resources respectfully requests Town Board authorization to approve this program, and enter into an agreement to clearly specify the terms, materials, duration of the program and associated maintenance services.


Neil O. Bergin
Commissioner



NOB/GB/ca
cc. Town Attorney with 7 Copies
Joseph G. Pinto, Commissioner, Department of Parks

Sunscreen Dispenser Proposal Scoresheet

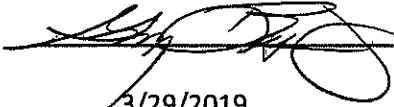
	Creative Advertising Concepts	Sun Shield Manufacturers	Brightguard Sun Protection Program	
Ability to provide material s and Services	4	2	1	
Proven performance and quality of past and current comparable operations	4	1	3	
Proven Association with a major health provider	5	1	4	
Total	13	4	8	

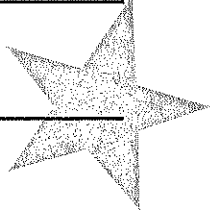
Comments

Sun Shelid Manufactures	Requires Town commitment to maintain
BrightGuard	Cost to Town \$27,000 annual sponsorship

Reviewed by George Baptista

Date


3/29/2019



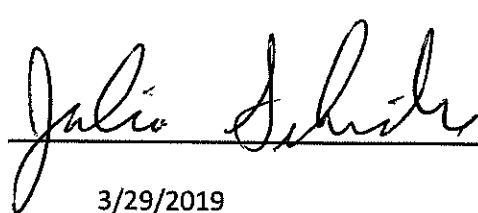
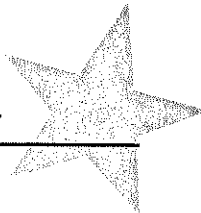
Sunscreen Dispenser Proposal Scoresheet

	Creative Advertising Concepts	Sun Shield Manufacturers	Brightguard Sun Protection Program	
Ability to provide material s and Services	3	2	1	
Proven performance and quality of past and current comparable operations	5	2	3	
Proven Association with a major health provider	5	1	4	
Total	13	5	8	

Comments

Reviewed by Julia Schneider

Date

3/29/2019

Meeting of April 16, 2019

Resolution No. 258-2019

WHEREAS, Joseph Nocella, Town Attorney, and Paul Ehrlich, Deputy Town Attorney, by memorandum dated April 5, 2019, recommended that the Town's Excess General and Automobile Liability Insurance coverage be obtained through Allied Public Risk through Salerno Brokerage Corp. at a premium of \$184,721.00 for the policy period of May 1, 2019 to May 1, 2020, with funds to be drawn from Account No. TWN AMS 1910 43010 602 0000 000,

NOW THEREFORE, BE IT RESOLVED, That the abovementioned recommendation is hereby accepted and approved, and the Office of the Town Attorney is hereby authorized to obtain the Town's Excess General and Automobile Liability Insurance coverage from Allied Public Risk for the policy period of May 1, 2019 to May 1, 2020 for an annual premium of \$184,721.00; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon submission of a duly certified claim therefor, after audit, with funds to be drawn from Account No. TWN AMS 1910 43010 602 0000 000.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller

7/1/19
Reviewed By
Office of Town Attorney

38

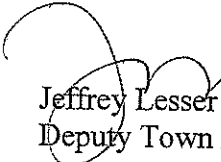
Town of Oyster Bay Inter-Departmental Memo


TO : MEMORANDUM DOCKET
FROM : Office of the Town Attorney
DATE : March 25, 2019
SUBJECT: General and Automotive Excess Coverage – Save a Space

This Office is presently gathering quotes for general and automotive liability coverage pursuant to a request for proposal. Upon receipt of all responses to the request for proposal, presently due on April 1, 2019, they will be reviewed. The current coverage in effect has an expiration date of May 1, 2019.

Kindly save a space on the docket for the April 16, 2019 Town Board meeting.

JOSEPH NOCELLA
TOWN ATTORNEY


Jeffrey Lesser
Deputy Town Attorney



JAL:jl
2017-5834.003
Town Attorney (w 7/copies)
S:\Attorney\Reso 2019\General and Auto Coverage Save a Space..JL.docx

29

Town of Oyster Bay Inter-Departmental Memo

TO: Memorandum Docket

FROM: Office of the Town Attorney

DATE: April 5, 2019


SUBJECT: Excess General and Automobile Liability Insurance
Supplemental to Memorandum Docket Item No. 38 of March 26, 2019

The Town of Oyster Bay is self-insured for general and automobile liability since May 1985. It has been the Town's policy to procure excess general liability and automobile liability insurance, so to protect the Town against the possibility of liability or judgment exceeding the Town's self-insured retention limit of one million dollars (\$1,000,000).

The Town solicited quotes through Salerno Brokerage Corp. for a general liability and automobile liability coverage for the 2019-2020 policy period commencing May 1, 2019. One quote, from Allied Public Risk, provided the best coverage and lowest premium for general liability and automobile liability coverage for the 2019-2020 policy period. Nine additional insurance carriers declined to extend a quotation for coverage, or provided a quote significantly higher than the current premium of \$178,413 for the 2017-2018 policy year.

This Office deems that the Town Procurement Policy has been satisfied as to the effort made to secure quotations for coverage, and recommends that the Town's Excess General Liability and Automobile Liability coverage for the policy year May 1, 2019 to May 1, 2020 be procured through Allied Public Risk at a renewal premium of \$184,721. Funds are available in Account No. TWN AMS 1910 43010 602 0000 000.

JOSEPH NOCELLA
TOWN ATTORNEY



Paul S. Ehrlich
Deputy Town Attorney

PSE:pse
Attachment
Town Attorney (w 7/copies)

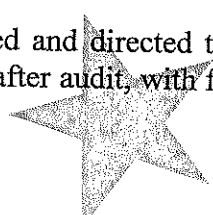
WHEREAS, Joseph Nocella, Town Attorney, and Paul Ehrlich, Deputy Town Attorney, by memorandum dated April 5, 2019, recommended that the Town's Excess General and Automobile Liability Insurance coverage be obtained through Allied Public Risk through Salerno Brokerage Corp. at a premium of \$184,721.00 for the policy period of May 1, 2019 to May 1, 2020, with funds to be drawn from Account No. TWN AMS 1910 43010 602 0000 000,

NOW THEREFORE, BE IT RESOLVED, That the abovementioned recommendation is hereby accepted and approved, and the Office of the Town Attorney is hereby authorized to obtain the Town's Excess General and Automobile Liability Insurance coverage from Allied Public Risk for the policy period of May 1, 2019 to May 1, 2020 for an annual premium of \$184,721.00; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon submission of a duly certified claim therefor, after audit, with funds to be drawn from Account No. TWN AMS 1910 43010 602 0000 000.

-#-

Reviewed By
Office of Town Attorney





SALERNO BROKERAGE CORP.

TOWNS & VILLAGES RISK MANAGEMENT CORP.

HEALTH & FITNESS RISK MANAGEMENT CORP.

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

March 19, 2019

Jeffrey Lesser, Esq.
Town of Oyster Bay
Town Attorney's Office
54 Audrey Avenue
Oyster Bay, NY 11771

RE: Automobile and General Liability Policy- 2019-2020 Proposal- RFP Response

Dear Jeff,

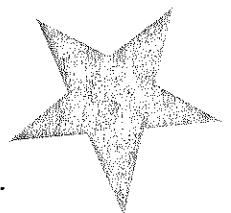
In response to the Town's Request for Proposals, and as the Town's liability program expires shortly, we have canvassed the market to replace or renew coverage for the May 1, 2019-2020 policy period.

We are pleased to advise the following results.

The premium for the 5/1/18-19 expiring program with Allied Public Risk is \$178,413.

We approached the following carriers:

- 1) Allied Public Risk (current carrier)- quoted **\$184,721** (A copy of the renewal proposal is attached for your review and consideration.) This includes Tria of \$2,420.
- 2) Berkley Public Entity Managers -advised their premium would be greater than double the expiring premium for a similar program. (In excess of \$350,000.)
- 3) Nymir- advised they are unable to compete with the pricing, coming in around double the expiring premium. (In excess of \$350,000.)
- 4) Old Republic- advised unable to compete with the current program; indicated a premium in excess of \$400,000.
- 5) Hudson- declined as they could not match pricing.
- 6) Alteris Public Risk Solutions- declined due to loss experience.
- 7) Travelers- was only interested in quoting if they could act as the TPA.
- 8) US Specialty – could not be competitive. Premium indication between \$275,000 and \$315,000.





SALERNO BROKERAGE CORP.

TOWNS & VILLAGES RISK MANAGEMENT CORP.

HEALTH & FITNESS RISK MANAGEMENT CORP.

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

Page Two
Town of Oyster Bay

March 19, 2019

- 9) Chubb- advised the sexual abuse limit would be sub-limited; unable to match expiring program.
- 10) Safety National- advised could not compete with premium.

The Allied Proposal is summarized as follows:

Limits of Insurance – Auto, General Liability, and Employee Benefits Liability:

Major Lines of Business (Business Subject)	Specific Limit	Annual Aggregate Limit	Retention	Coverages Included	Subsequent Limits
Auto Liability	\$1,000,000	N/A	\$1,000,000	Accident	N/A
General Liability	\$1,000,000	\$3,000,000	\$1,000,000	Occurrence	N/A
Sexual Abuse Liability	Included in GL	Included in GL	\$1,000,000	Occurrence	N/A
Employee Benefits Liability	Included in GL	Included in GL	\$1,000,000	Occurrence	N/A
Law Enforcement Liability	\$1,000,000	\$3,000,000	\$1,000,000	Occurrence	N/A
Follow Form Excess Liability	\$9,000,000	\$9,000,000	Excess of Underlying	Per Underlying	Per Underlying



SALERNO BROKERAGE CORP.

TOWNS & VILLAGES RISK MANAGEMENT CORP.

HEALTH & FITNESS RISK MANAGEMENT CORP.

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

Page Three
Town of Oyster Bay

March 19, 2019

The following items are enclosed:

1. Allied Public Risk Renewal Proposal
2. Terrorism Acceptance Form - please signed and return

Please review the enclosures and advise any questions you may have. We look forward to continuing our work relationship with the Town.

Very truly yours,

Maryann K. Aiello

Enclosures

cc. Matthew Rozea, Esq.



SINGLE RISK PROPOSAL OYSTER BAY, NEW YORK

This quote is valid until effective date.

ISSUE DATE: March 15, 2019

INSURED: Town of Oyster Bay

UNDERWRITING COMPANY:

Retained Limits: **Allied World Insurance Company**
(Admitted Paper)
AM Best Rating: A XV

Follow Form Excess: **Allied World Assurance Company**
(Admitted Paper)
AM Best Rating: A XV

POLICY NUMBER: TBD

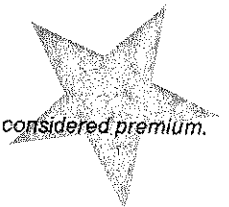
TERM: 05/01/2019 to 05/01/2020 12:01 AM Local Time

LIMIT SUMMARY: \$10,000,000 xs \$1,000,000 SIR

PREMIUM AND PAYMENT TERMS:

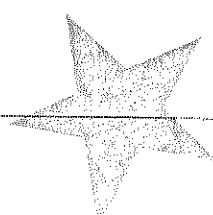
Retained Limits Premium	\$ 81,037
Follow Form Excess Premium	<u>\$ 101,264</u>
Total Without Terrorism	\$ 182,302
Terrorism	<u>\$ 2,420</u>
Total	\$ 184,721

**Premium is due at inception, payable in 30 days. Any State Surcharges and Fees are in addition to and not considered premium.*



LIMITS AND RETENTIONS:

Major Lines of Business (sublines/sublimits)	Specific Limit*	Annual Aggregate Limit*	Retention	Coverage Trigger	Retroactive Date
Auto Liability	\$1,000,000	N/A	\$1,000,000	Accident	N/A
General Liability	\$1,000,000	\$3,000,000	\$1,000,000	Occurrence	N/A
Employee Benefits Liability	Incl in GL	Incl in GL	\$1,000,000	Occurrence	N/A
Products-Completed Ops.	Incl in GL	\$3,000,000	\$1,000,000	Occurrence	N/A
Damage to Premises Rented to You	\$100,000	Incl in GL	\$1,000,000	Occurrence	N/A
Sexual Abuse or Molestation Liability	Incl in GL	Incl in GL	\$1,000,000	Occurrence	N/A
Law Enforcement Liability	\$1,000,000	\$3,000,000	\$1,000,000	Occurrence	N/A
Follow Form Excess Liability	\$9,000,000	\$9,000,000	Excess of Underlying	Per Underlying	Per Underlying
* Specific and Annual Aggregate Limits apply separately to the Major Lines of Business.					



DEFENSE TREATMENT: Erodes the self-insured retention and outside the limit of insurance.

TERRITORY: United States and its territories or possessions.

NOTICE OF CANCELLATION: Per state requirement.

CLAIMS ADMINISTRATION:

The insured self-administers its claims handling. The claims administration is subject to a teleconference review and approval by Allied Public Risk. Once approved, it is understood and agreed that the Insured shall not make any changes to its claim administration without the prior written approval of by Allied Public Risk.

GENERAL CONDITIONS:

- ♦ This quotation represents the Company's proposed terms and conditions, which may not include all of the requested terms and conditions. No warranty is made or implied with respect to the total compliance to bid specifications or applications.

- ♦ **Two or More Insuring Agreements or Coverage Forms**

If multiple Insuring Agreements or Coverage Forms apply to the same or related "claim", "suit", "occurrence", "accident", "offense", injury, damage, act, error, omission or wrongful act, then only one Limit of Insurance and one "retained limit" shall apply to such "claim", "suit", "occurrence", "accident", "offense", injury, damage, act, error, omission or wrongful act. We agree to make a good faith determination regarding which Insuring Agreement or Coverage Form's Limit of Insurance and "retained limit" shall apply to a "claim", "suit", "occurrence", "accident", "offense", injury, damage, act, error, omission or wrongful act. In making the determination described above, we shall take into consideration the following factors: (1) the central focus of the "claim", "suit", "occurrence", "accident", "offense", injury, damage, act, error, omission or wrongful act; (2) those allegations which predominate in the "claim", "suit", "occurrence", "accident", "offense", injury, damage, act, error, omission or wrongful act; (3) those allegations presenting the greatest covered exposure, taking into account the likelihood of success; and (4) such other factors as we, in good faith, deem relevant to the "claim", "suit", "occurrence", "accident", "offense", injury, damage, act, error, omission or wrongful act. In making the determination, we shall not consider the Limits of Insurance or "retained limit" amounts, or any erosion thereto, of any Insuring Agreement or Coverage Form.

- ♦ **Auto ID Cards**

When an entity is self-insuring for limits that meet or exceed a state's Financial Responsibility requirements, there are various ways the entity can meet the proof of insurance requirements. In most states, the DMV (Department of Motor Vehicles) issues an Automobile ID card to the self-insurer showing the self-insurer as the carrier and their assigned self-insurance number as the policy number. In others, the self-insurer receives a memorandum of self-insurance that is carried in the entity's Vehicles as proof of insurance. Therefore, the excess insurance carrier providing insurance above the Financial Responsibility requirements should not be evidenced on the Automobile ID card. All producers and brokers placing business for an entity that is self-insuring for limits that meet or exceed a state's Financial Responsibility requirements, including one that is exempt from Financial Responsibility requirements, needs to contact its department of Motor Vehicles for guidance on handling the proof of insurance requirements.

GENERAL CONDITIONS (continued):

- ♦ Coverage is not subject to audit.
- ♦ Terrorism

This quote includes coverage for the TRA (Terrorism Reform Act) legislation. Our quote for certified terrorism coverage, as defined by the act, is an additional premium \$2,420. The insured has the option to reject the terrorism coverage. If the insured rejects to purchase the coverage, a terrorism exclusion form must be completed and signed by the insured in order to do so. **If the form is not returned to us upon binding of coverage, the terrorism premium will be automatically included.**

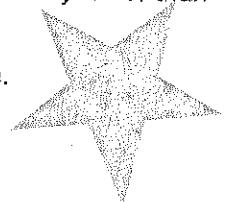
SPECIFIC ADDITIONAL CONDITIONS:

The following information is due at the time of binding:

- ♦ The excess follow form pricing, terms and conditions included in this proposal have been developed based upon the Allied World Insurance Company's primary casualty terms and conditions also included in this proposal. In the event the primary casualty coverage is bound with a carrier other than Allied World Insurance Company, this underwriter reserves the right to modify the terms and conditions of the follow form excess coverage up to and including nullification of the excess follow form quotation provided in this proposal.
- ♦ If the loss experience or the exposures materially change between the issue date of this proposal and the date that coverage is bound, we reserve the right to change the terms, conditions and / or premium.
- ♦ Loss runs must be valued within 90 days of the policy's inception. If loss runs originally submitted exceed 90 days, currently valued loss runs will be due at the time of binding.

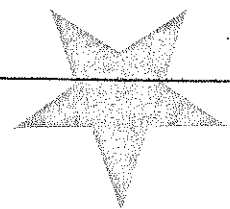
THE FOLLOWING SUBJECTIVITIES ARE DUE AT THE TIME OF BINDING:

- Signed and dated Acceptance or Rejection of Terrorism Insurance Coverage form.
- Provide details on the following claim numbers 2016-5687 through 2016-5698 with DOL of 11.2.2016.
- Provide details on the following claim numbers 2017-6318 through 2017-6323 with DOL of 12.26.2017.
- Provide explanation as to why the Total Incurred for claim 2014-4559 is significantly lower than the actual final settlement amount.
- Provide details on day camps, including number and average daily attendance.



POLICY FEATURES:

ALL LINES OF COVERAGE:	<ul style="list-style-type: none"> • Separate limits of liability for each line of coverage • Ability to provide aggregates at multiples of occurrence limit • Loss Adjustment Expenses inside the retention and outside the limit • "Pay on behalf" form • Broad "Who Is an Insured" definition • Blanket Additional Insured wording • Unintentional omissions will not prejudice rights under insurance • Loss of earnings up to \$500 per day for assistance in investigating claims • Use of own panel counsel accepted, subject to approval • Newly acquired organizations automatically covered for 120 days • Occurrence and Claims-Made coverage available • Nose and tail coverage available
AUTO LIABILITY:	<ul style="list-style-type: none"> • Fellow employee coverage • Limited pollution cleanup coverage • Out of state coverage extensions
GENERAL LIABILITY:	<ul style="list-style-type: none"> • Good Samaritan coverage • Silent on Sexual Abuse or Molestation • Limited Failure to Supply coverage for gas, oil, water, electricity or steam • Sewer Back Up coverage • Coverage for watercraft less than 51 ft. in length and 100 horsepower or less • Coverage for specified allied healthcare practitioners • Coverage for health department-run clinics • Event liquor liability • Premises coverage for airports • Separate Products/Completed Operations aggregate limit • Broadcasting, Publishing, and Telecasting offenses covered under Personal Injury
LAW ENFORCEMENT LIABILITY:	<ul style="list-style-type: none"> • Care, Custody, Control covered for property on persons at time of arrest • Coverage for BI / PD assumed under a mutual aid agreement included • Animal Mortality Coverage - \$10,000
PUBLIC OFFICIALS LIABILITY:	<ul style="list-style-type: none"> • Broad POL Wrongful Act definition • Coverage for zoning claims • Emergency Travel Expenses - \$5,000 • Identity Theft Expenses - \$5,000 • Key Individual Replacement Expenses - \$25,000
EDUCATOR'S LEGAL LIABILITY:	<ul style="list-style-type: none"> • Emergency Travel Expenses - \$5,000 • Identity Theft Expenses - \$5,000 • Key Individual Replacement Expenses - \$25,000
EMPLOYMENT PRACTICES LIABILITY:	<ul style="list-style-type: none"> • Broad EPL Wrongful Act definition • Back wages covered.



EXCLUSIONS:

Specifically excluded exposures include, but are not limited to the following. Please check provided policy specimen forms closely. Specific specimen exclusionary language will be provided upon request.

GENERAL:	Asbestos, Lead, Silica, Nuclear, Nuclear Hazard, Pollution, Fungi/Bacteria, Electromagnetic Radiation, Communicable Disease, War and Military Action, Pathogenic or Poisonous Biological or Chemical Materials.
AUTO LIABILITY:	Exclusions as stated on the Auto coverage form and including: Racing, UM/ UIM, PIP (statutory limit is within the SIR).
GENERAL LIABILITY:	Exclusions as stated on the GL coverage form and including but not limited to: Aircraft, Airport, Mold, Pollution, Asbestos, Nuclear, Lead Contamination, Silica, Electronic Data, Electronic Vandalism, Employers Liability, Health Care Services, Medical and Related Facilities Activities, Law Enforcement, Securities, Underground Storage Tanks, Workers Compensation.
LAW ENFORCEMENT:	Exclusions as stated in the Law Enforcement coverage form and including but not limited to: Auto, Watercraft, Aircraft, Care Custody and Control; Contractual Liability; Deliberate Violation of Law; Distribution of Material Violating Statutes; Electronic Data; Electronic Vandalism; Injury to Employees; Employment Practices Wrongful Acts; Injury to Volunteer Workers; Fraudulent or Dishonest Acts; Handling Claims within Retained Limit; Fines and Penalties; Legal Services; Non-monetary Damages; Pollution; Prior or Pending Legal Action; Workers Compensation.
PUBLIC OFFICIALS:	Exclusions as stated on the PO coverage form and including but not limited to: Distribution of Material in Violation of Statutes; Electronic Data; Electric Vandalism; Eminent Domain/Inverse Condemnation; Fiduciary, Financing, Taxes; Fines and Penalties; Fraudulent or Dishonest Acts; Maintain Insurance; Non-Monetary; Professional Services; Prior Notice, Pending or Prior Legal Action; Violations of Laws; Workers Compensation; Securities.
EMPLOYMENT PRACTICES:	Exclusions as stated on the EP coverage form and including but not limited to: Fiduciary, Employee Benefits, Fraudulent or Dishonest Acts, Labor Disputes, Maintain Insurance, Non-Monetary, Prior Notice, Prior or Pending Legal Action, Violation of Laws, Wage and Hour Law, Workers Compensation.
EXCESS:	Exclusions in Underlying coverage above and the Excess coverage form including but not limited to: ERISA, UM/UIM, PIP, Pollution, Silica, Asbestos, Lead, War, Liquor Liability and any sub-limited coverage on underlying is excluded in the excess.

RISK CONTROL:

WORKPLACE HELPLINE SERVICES

All APR Public Entity package insureds with Employment Practices coverage can access Workplace HELPLINE Services at no cost. These services include:

Toll-free Employer HELPLINE

Policyholders receive seamless access (via phone or website) to experienced employment attorneys from a national law firm, as often as needed throughout the policy period. This involves personalized advice and best practices counsel on over 50 different human resources and employment law questions like hiring and termination, drug and alcohol testing, FMLA, ADA, exempt/non-exempt, harassment, and discrimination.

The Workplace HELPLINE HR Compliance Portal

Users can log in any time of day from any location and access dynamically updated online tools and valuable resources that support policyholder risk management efforts. This site provides daily updated federal and state Human Resource and employment law news, regulation changes, HR forms, employment posters, and more.

Employee Handbook Builder

An online, customizable handbook building tool enables users to create a handbook that complies with all applicable federal and state laws. By using the customizable employee manual software, organizations can ensure their policies are both applicable and flexible.

Online Unlawful Harassment Training

Users can efficiently administer and track the status of this compliance training with all employees at no additional cost. Meets California's AB 1825 requirements, as well as most other state requirements.

Monthly HR Express Updates and HR Alerts

These resources keep policyholders informed of continuously changing state and federal workplace regulations.



RETAINED LIMITS

FORMS AND ENDORSEMENTS:

SIR-IL 00001 00	Common Policy Declarations
IL 09 85 01 15	Terrorism Disclosure
SIR-IL 00002 00	Common Policy Conditions
SIR-IL 00010 31	New York Amendatory Endorsement
SIR-IL 00013 00	Policy Change—Sexual Abuse or Molestation—Defense Outside Limits
SIR-IL 00016 00	Named Insurer As Self Insurer
SIR-GL 00001 00	Commercial General Liability Retained Limit Declarations
SIR-GL 00002 00	Public Risk General Liability Retained Limit Coverage Form
SIR-GL 00015 00	Damage to Premises Rented to You
SIR-LE 00001 00	Law Enforcement Retained Limit Occurrence Declarations
SIR-LE 00003 00	Law Enforcement Retained Limit Occurrence Coverage Form
SIR-CA 00002 00	Commercial Auto Retained Limit Declarations
SIR-CA 00003 00	Public Risk Auto Liability Retained Limit Coverage Form
SIR-CA 00028 00	Schedule of Automobiles

EXCLUSIONS:

SIR-IL 00027 00	Asbestos Exclusion
SIR-IL 00029 00	Electromagnetic Radiation Exclusion
SIR-IL 00031 00	Lead Exclusion
SIR-IL 00033 00	Pathogenic, Poisonous Biological, Chemical Exclusion
SIR-IL 00034 00	Silica Exclusion
SIR-IL 00035 00	Fungi or Bacteria Exclusion
SIR-GL 00060 00	Exclusion—Privacy Liability and Network Risk



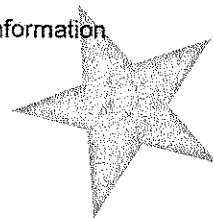
FOLLOW FORM EXCESS

FORMS AND ENDORSEMENTS:

GL 00139 00	Following Form Excess Liability Insurance Policy Declarations
GL 00117 00	Terrorism Disclosure Statement
GL 00323 00	Schedule of Underlying Insurance
GL 00126 00	Following Form Excess Liability Insurance Policy
GL 00286 31	New York Amendatory Endorsement
GL 00366 00	Follow Form Other Aggregate Limit Endorsement

EXCLUSIONS:

SIR-XS 00005 00	Excess—Auto Exclusion
SIR-XS 00009 31	Exclusion—Lead—New York
GL 00447 00	Access to or Disclosure of Confidential or Personal Information



POLICYHOLDER DISCLOSURE STATEMENT

NOTICE OF TERRORISM

INSURANCE COVERAGE

The **insured** is hereby notified that under the federal Terrorism Risk Insurance Act, as amended, (the "Act"), the **insured** has a right to purchase insurance coverage for **losses** arising out of an Act of Terrorism, as defined in Section 102(1) of the Act. The term "act of terrorism" means any act certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside of the United States in case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. The **insured** should read the Act for a complete description of its coverage. The Secretary's decision to certify or not to certify an event as an Act of Terrorism covered by the Act is final and not subject to review.

Coverage provided by this **policy** for **losses** caused by a Certified Act of Terrorism may be partially reimbursed by the United States Government under a formula established by federal law. However, the **insured's policy** may contain other exclusions that might affect coverage, such as an exclusion for nuclear events. Under the formula, the United States Government will generally reimburse 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019; and 80% beginning on January 1, 2020, of covered terrorism losses exceeding a statutorily established deductible that must be met by the **company**, and which deductible is based on a percentage of the **company's** direct earned premiums for the year preceding the Certified Act of Terrorism.

Be advised that the Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap on all losses resulting from Certified Acts of Terrorism. If aggregate insured losses attributable to Certified Acts of Terrorism exceed \$100 billion in a calendar year, the United States Government shall not make any payment for any portion of the amount of such loss that exceeds \$100 billion. If aggregate insured losses attributable to Certified Acts of Terrorism exceed \$100 billion in a calendar year and the **company** has met its deductible under the Act, the **company** shall not be liable for payment of any portion of the losses that exceeds \$100 billion, and in such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Coverage for "insured losses" as defined in the Act is subject to the coverage terms, conditions, amounts and limits in this **policy** applicable to **losses** arising from events other than Certified Acts of Terrorism.

The **insured** should know that under federal law, the **insured** is not required to purchase coverage for **losses** caused by Certified Acts of Terrorism.



Acceptance or Rejection of Terrorism Insurance Coverage

<input checked="" type="checkbox"/>	I hereby elect to purchase terrorism coverage for a prospective premium of \$2,420.	
<input type="checkbox"/>	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.	
	Allied World Insurance Company	
	Allied World Assurance Company	
Policyholder/Applicant's Signature	Insurance Company	
Print Name	Policy Number	
Date		

Reviewed By
Office of Town Attorney
Elizabeth A. Jauchman

WHEREAS, by Resolution No. 188-2019, adopted on March 12, 2019, the Town Board reappointed Rev. Dr. Walter V. Hillebrand to the Board of Commissioners of the Town of Oyster Bay Housing Authority, for a five (5) year term expiring on August 31, 2024, and

WHEREAS, by Resolution No. 188-2019, adopted on March 12, 2019, this Town Board accepted and approved the election of Mr. Joseph Parella of Plainview, and Ms. Esther Gallub of Plainview, as Tenant Commissioners of the Town of Oyster Bay Housing Authority, each for terms expiring on June 30, 2020; and

WHEREAS, after the adoption of Resolution No. 188-2019, it was found that said Resolution did not correctly state the effective dates of the terms; and

WHEREAS, Carol Ann Strafford, Director of Legislative Affairs, by memorandum dated April 3, 2019, and Robert W. Andruzzi, Chairman of the Town of Oyster Bay Housing Authority, by letter dated March 26, 2019, have requested and recommended that the Town Board amend Town Board Resolution No. 188-2019, to reflect the following term periods:

Rev. Dr. Walter V. Hillebrand, Town of Oyster Bay Housing Authority Board Commissioner, for a five (5) year term, which commenced on September 1, 2018, and which expires on August 31, 2023,

Mr. Joseph Parella, of Plainview, Tenant Commissioner, for a two (2) year term, which commenced on July 1, 2018, and which expires on June 30, 2020, and

Ms. Esther Gallub of Plainview, Tenant Commissioner, for a two (2) year term, which commenced on July 1, 2018, and which expires on June 30, 2020,

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request and recommendation is hereby accepted and approved, and the Town Board hereby amends Resolution No. 181-2019, adopted on March 12, 2019, to reflect the aforementioned term periods.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller

27

TOWN OF OYSTER BAY Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Carol Strafford, Legislative Affairs
THRU: Office of the Town Attorney

DATE: April 3, 2019

SUBJECT: Town of Oyster Bay Housing Authority

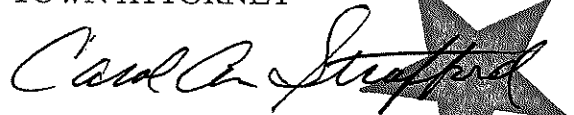
On March 12, 2019, the Town Board approved Resolution No. 188-2019, which authorized the re-appointment of Rev. Dr. Water V. Hillebrand to the Board of Commissioners and the appointment of Joseph Parella and Esther Gallub as Tenant Commissioners of the Town of Oyster Bay Housing Authority.


After the adoption of said resolution, it was noted that the effective date of each appointment was not stated. Therefore, this office respectfully requests to amend Resolution No. 188-2019 to reflect the complete term date of each appointment as outlined in the attached letters from the Housing Authority, which is as follows:

- Dr. Rev. J. Hillebrand, Board of Commissioners, for a five-year term, which commenced September 1, 2018 and expires August 31, 2023.
- Joseph Parella, Tenant Commissioner, for a two-year term, which commenced July 1, 2018 and expires June 30, 2020.
- Esther Gallub, Tenant Commissioner, for a two-year term, which commenced July 1, 2018 and expires June 30, 2020.

Town Board authorization is hereby requested to amend Resolution No. 188-2019 to reflect the aforementioned term dates.

JOSEPH NOCELLA
TOWN ATTORNEY


Carol Ann Strafford
Director, Legislative Affairs



CAS
Cc: Town Attorney (w/7 copies)

Meeting of March 12, 2019

Resolution No. 188-2019

Reviewed By
Office of Town Agency
Elizabeth O. Faughner

WHEREAS, Robert W. Andruzzi, Chairman, Town of Oyster Bay Housing Authority, by letter dated February 27, 2019, and Carol Ann Strafford, Director, Legislative Affairs, by memoranda dated March 1, 2019 and March 4, 2019, recommended that the Town Board re-appoint Rev. Dr. Walter V. Hillebrand to the Board of Commissioners of the Town of Oyster Bay Housing Authority, for a five (5) year term expiring on August 31, 2024; and

WHEREAS, Robert W. Andruzzi, Chairman, Town of Oyster Bay Housing Authority, by separate letter dated February 27, 2019, and Carol Ann Strafford, Director, Legislative Affairs, by the above-named memoranda, recommended that the Town Board accept and approve the election of Joseph Parella, of Plainview, and Esther Gallub, of Plainview, as Tenant Commissioners of the Town of Oyster Bay Housing Authority, each for terms expiring on June 30, 2020,

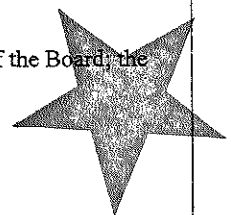
NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are hereby accepted and approved, and Rev. Dr. Walter V. Hillebrand is hereby re-appointed to the Board of Commissioners of the Town of Oyster Bay Housing Authority, for a five (5) year term expiring on August 31, 2024, and Joseph Parella, of Plainview, and Esther Gallub, of Plainview, are hereby accepted and appointed as Tenant Commissioners of the Town of Oyster Bay Housing Authority, each for terms expiring on June 30, 2020.

-#-

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	Absent
Councilman Macagnone	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Absent

cc: Supervisor
Town Attorney
Comptroller





TOWN OF OYSTER BAY HOUSING AUTHORITY

115 Central Park Road
Plainview, N. Y. 11803

CHAIRMAN

Robert W. Andruzzi

VICE-CHAIRMAN

Frank DeStefano

SECRETARY

James McCaffrey

MEMBERS

Peter Morra

Rev. Dr. Walter V. Hillebrand

COUNSEL

Gregory W. Carman, Jr.

(516) 349-1000

Jesse H. Harmon, Shepherd Hill Apartments
Dedicated 5/1/82

James E. Picken
Executive Director

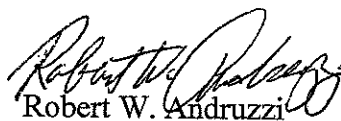
March 26, 2019

Supervisor Joseph Saladino
Honorable Members of the Oyster Bay Town Board
Oyster Bay Town Hall
54 Audrey Avenue
Oyster Bay, NY 11771

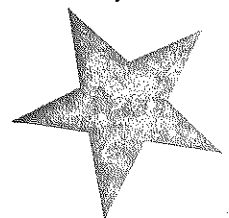
Dear Supervisor Saladino and Town Board Members:

On behalf of the Board of Commissioners of the Town of Oyster Bay Housing Authority, I would like to recommend that the Rev. Dr. Walter V. Hillebrand be reappointed to the Town of Oyster Bay Housing Authority Board as Commissioner for a five (5) year term, which commenced September 1, 2018 and expires August 31, 2023.

Very truly yours,


Robert W. Andruzzi
Chairman

cc: Town Attorney



RECEIVED
SUPERVISOR'S OFFICE
2019 APR -2 A 11:03
TOWN OF OYSTER BAY



TOWN OF OYSTER BAY HOUSING AUTHORITY

115 Central Park Road
Plainview, N. Y. 11803

CHAIRMAN

Robert W. Andruzzi

VICE-CHAIRMAN

Frank DeStefano

SECRETARY

James McCaffrey

MEMBERS

Peter Morra

Rev. Dr. Walter V. Hillebrand

COUNSEL

Gregory W. Carman, Jr.

(516) 349-1000

Jesse H. Harmon, Shepherd Hill Apartments
Dedicated 5/1/82

James E. Picken
Executive Director

March 26, 2019

Supervisor Joseph Saladino
Honorable Members of the Oyster Bay Town Board
Oyster Bay Town Hall
54 Audrey Avenue
Oyster Bay, NY 11771

RECEIVED
SUPERVISOR'S OFFICE
2019 APR -2 A 11:03
TOWN OF OYSTER BAY

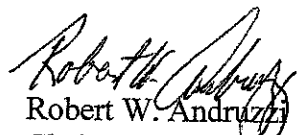
Dear Supervisor Saladino and Town Board Members:

Please be advised that Joseph Parrella of 80-42 Barnum Avenue, Plainview, NY 11803 and Esther Gallub of 80-34 Barnum Avenue, Plainview, NY 11803 have been elected as Tenant Commissioners of the Town of Oyster Bay Housing Authority to a term of two (2) years each, commencing July 1, 2018 and expiring June 30, 2020.

I recommend the Town Board accept and approve the election of both Ms. Gallub and Mr. Parrella as Tenant Commissioners.

Thank you for your kind attention in this matter.

Very truly yours,


Robert W. Andruzzi
Chairman

cc: Town Attorney

WHEREAS, the Town of Oyster Bay is one of nine municipal members of the Hempstead Harbor Protection Committee, Long Island's first inter-municipal watershed organization, which was created specifically to protect and improve the water quality of Hempstead Harbor; and

WHEREAS, George Baptista, Deputy Commissioner, Dept. of Environmental Resources, by memorandum dated April 5, 2019, recommended that the Town enter into an Inter-Municipal Agreement with the Town of North Hempstead and City of Glen Cove, regarding the three municipalities' participation in a harbor clean-up of Hemsptead Harbor to remove debris, sunken vessels, floats and other waste on Wednesday, April 17, 2019, and its rain date, if necessary; and

WHEREAS, the Town would provide landing craft with a crane and a winch and an operator, a water monitoring boat and related equipment, and the City of Glen Cove will provide a harbor patrol boat and operator; and

WHEREAS, the Town of North Hempstead will provide a payloader, an operator, roll-off dumpsters and staff to remove debris, and will also absorb all "tipping fees" charged by the Town's transfer station in connection with the clean-up,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted and approved, and the Supervisor or his designee is hereby authorized and directed to execute an Inter-Municipal Agreement with the Town of North Hempstead and City of Glen Cove, regarding the three municipalities' participation in a harbor clean-up of Hemsptead Harbor to remove debris, sunken vessels, floats and other waste on Wednesday, April 17, 2019, and its rain date, if necessary.

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

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

cc: Supervisor
Town Attorney
Comptroller
Environmental Resources

Reviewed By
Office of Town Attorney
Elizabeth A. Faughan

29

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

April 5, 2019

TO : MEMORANDUM DOCKET

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

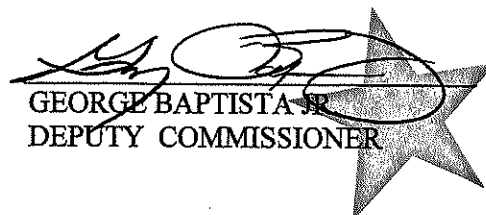
SUBJECT : INTER MUNICIPAL AGREEMENT – HEMPSTEAD HARBOR CLEAN-UP

The Department of Environmental Resources in cooperation with the Town of North Hempstead and the City of Glen Cove, through the Hempstead Harbor Protection Committee, in furtherance of the goals and objectives of the protection committee, of which the three municipalities are members of, seek to perform a harbor clean-up of Hempstead Harbor on Wednesday April 17, 2019. The multi-jurisdictional effort will involve various contributions of vessels, manpower and other resources necessary to perform the cleanup and specifically remove debris from Motts Cove in the southern portion of Hempstead Harbor.

The clean-up of the harbor will benefit the overall environmental health of the entire harbor, including the Oyster Bay portion, and improve the recreational use and access to the Motts Cove portion of Hempstead Harbor.

Towards that end the Town of Oyster Bay will provide the use of its landing craft and an additional vessel along with the necessary operators and staff to safely and efficiently remove the debris. The attached Inter-municipal agreement provides the framework that establishes the contributions and responsibilities of each party to the agreement.

Town Board authorization to enter into the Inter-municipal Agreement is respectfully requested.


GEORGE BAPTISTA JR.
DEPUTY COMMISSIONER

GB/ca
c. Town Attorney with 7 Copies

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT (the "Agreement") dated the date this Agreement is executed on behalf of the Town, is entered into by and between the **TOWN OF NORTH HEMPSTEAD** (the "Town"), a municipal corporation duly organized and validly existing under the laws of the State of New York (the "State"), with offices located at 220 Plandome Road, Manhasset, New York 11030, and the **TOWN OF OYSTER BAY** ("Oyster Bay"), a municipal corporation duly organized and validly existing under the laws of the State, with offices located at 54 Audrey Avenue, Oyster Bay, New York 11771 and the **CITY OF GLEN COVE** ("Glen Cove"), a municipal corporation duly organized and validly existing under the laws of the State, with offices located at 9 Glen Street, Glen Cove, New York 11542. The Town, Oyster Bay and Glen Cove are hereinafter referred to, jointly, as the "Parties", and individually, as a "Party".

WITNESSETH:

WHEREAS, pursuant to Article 8, Sections 1 and 2-a of the New York State Constitution, as effectuated by General Municipal Law §119-o municipal corporations and districts of the State are empowered to enter into agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis; and

WHEREAS, the Parties wish to cooperate in a project to remove sediment and other materials from Hempstead Harbor in order to improve the environmental condition of the Harbor; and

WHEREAS, the Parties have determined that it is in their best interests to enter into this Agreement setting forth the terms, provisions, covenants and conditions with respect to the cooperative project.

NOW THEREFORE, in consideration of the terms, provisions, covenants and conditions more fully set forth below, the Parties agree as follows:

1. The Cooperative Project.

The Town, Oyster Bay and Glen Cove shall cooperate in a project to occur on April 17, 2019 to remove debris, sunken vessels, floats and other waste from Hempstead Harbor (the "Cooperative Project"). Oyster Bay shall provide landing craft with a crane and winch and an operator, a water monitoring boat and related equipment. The Town will provide a payloader, an operator, roll-off dumpsters and staff to remove debris surrounding the boat launch at North Hempstead Beach Park. The Town will also absorb all "tipping fees" charged by the Town's transfer station in connection with the Cooperative Project. Glen Cove will provide a harbor patrol boat and operator to assist with the Cooperative Project. Glen Cove's Harbor Patrol will not remove or haul debris as part of the Cooperative Project

2. Term of Agreement.

(a) The term of this Agreement shall commence on April 17, 2019 at 12:00 A.M. and shall expire on April 17, 2019 at 11:59 P.M., unless earlier terminated upon written notice given pursuant to Section 2 (b) hereof.

(b) Rain Date. At any point prior to April 17, 2019, in the event that the Cooperative Project will need to be rescheduled due to inclement weather, the Parties may agree in writing (which may be accomplished by email) to conduct the Cooperative Project on another date. In such event, the term of this Agreement shall be automatically extended to cover the rescheduled date.

(c) Termination. Each Party has the absolute right to terminate its participation in this Agreement at any time by written notice to the other sent no fewer than ten (10) days in advance of the termination date identified in a notice set forth pursuant to Section 7 hereof.

3. Charges for Services.

The Town, Oyster Bay and Glen Cove agree that the Cooperative Project is being performed for the benefit of the public and for the residents of each Party's territory and in consideration of such benefits, no Party may collect a fee or other payment from the other Party for the Cooperative Services. Each Party's expenses in providing the Cooperative Services shall be borne by the Party incurring the expenses and shall not be reimbursed by the other Parties.

4. Status of Employees and Contractors.

All employees and contractors whose services shall be utilized to implement the terms of this Agreement shall for all purposes remain the employees and contractors of the Party that employ that employee or contractor.

5. Obligation of Town To Insure Employees.

In all cases, each Party shall ensure that each of its employees performing work in connection with the Cooperative Services is covered by worker's compensation insurance and disability benefits insurance for all activities to be performed pursuant to this Agreement.

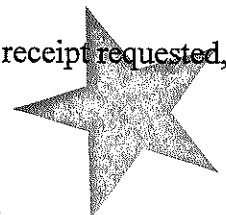
6. RESERVED.

7. Right to Terminate by Notice.

Notice of termination of this Agreement must be sent by certified mail, return receipt requested, as follows:

if mailed to Oyster Bay, to:

Hon. Joseph Saladino, Town Supervisor
Town of Oyster Bay
54 Audrey Avenue
Oyster Bay, New York 11771



with a copy to:

Joseph Nocella, Esq., Town Attorney
Town of Oyster Bay
54 Audrey Avenue
Oyster Bay, New York 11771

if mailed to the Town, to:

Hon. Judi Bosworth, Town Supervisor
Town of North Hempstead
220 Plandome Road
Manhasset, New York 11030

with copies to:

Leonard G. Kapsalis, Town Attorney
Town of North Hempstead
220 Plandome Road
Manhasset, New York 11030

if mailed to Glen Cove, to:

Hon. Tim Tenke, Mayor
City of Glen Cove
9 Glen Street
Glen Cove, New York 11542

with copies to:

Charles McQuair, Esq., City Attorney
City of Glen Cove
9 Glen Street
Glen Cove, New York 11542

8. **RESERVED.**

9. **No Duty to Inspect.**

No Party shall have any duty to inspect work either before or after the Cooperative Project is completed.



10. Town's Obligation to Indemnify, Hold Harmless, Defend, and Cooperate.

To the fullest extent permitted by law, the Town shall be solely responsible for and shall indemnify and hold harmless Oyster Bay and Glen Cove, and its officers, employees, agents, and servants, from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages (collectively, "Losses") arising out of or in connection with this Agreement; provided, however, that nothing hereunder shall obligate the Town or Town Agents (as such term is defined below) to indemnify or hold harmless Oyster Bay and Glen Cove from and against any losses arising from the negligence of either the Oyster Bay or Glen Cove. The Town shall promptly and diligently defend, at the Town's sole risk and expense, any and all suits, actions or proceedings which may be brought or instituted against one or both of Oyster Bay and Glen Cove and which arise out of or in connection with this Section 10, and the Town shall pay and satisfy any judgment, decree, loss, or settlement in connection therewith. The obligations of the Town pursuant to Section 10 hereof shall survive termination of this Agreement and not be limited by reason of enumeration of any insurance coverage provided under this Agreement.

11. Oyster Bay's Obligation to Indemnify, Hold Harmless, Defend, and Cooperate.

To the fullest extent permitted by law, Oyster Bay shall be solely responsible for and shall indemnify and hold harmless the Town and Glen Cove, and its officers, employees, agents, and servants, from and against any and all Losses arising out of or in connection with this Agreement; provided, however, that nothing hereunder shall obligate Oyster Bay or Oyster Bay Agents (as such term is defined below) to indemnify or hold harmless the Town and Glen Cove from and against any Losses arising from the negligence of either the Town or Glen Cove. Oyster Bay shall promptly and diligently defend, at Oyster Bay's sole risk and expense, any and all suits, actions or proceedings which may be brought or instituted against one or both of the Town and Glen Cove and which arise out of or in connection with this Section 11, and Oyster Bay shall pay and satisfy any judgment, decree, loss, or settlement in connection therewith. The obligations of the Oyster Bay pursuant to Section 11 hereof shall survive termination of this Agreement and not be limited by reason of enumeration of any insurance coverage provided under this Agreement.

12. Glen Cove's Obligation to Indemnify, Hold Harmless, Defend, and Cooperate.

To the fullest extent permitted by law, Glen Cove shall be solely responsible for and shall indemnify and hold harmless Oyster Bay and the Town, and its officers, employees, agents, and servants (collectively, the "Indemnitees"), from and against any and all Losses arising out of or in connection with this Agreement; provided, however, that nothing hereunder shall obligate the Glen Cove or Glen Cove Agents (as such term is defined below) to indemnify or hold harmless Oyster Bay and the Town from and against any Losses arising from the negligence of either the Town or Oyster Bay. Glen Cove shall promptly and diligently defend, at Glen Cove's sole risk and expense, any and all suits, actions or proceedings which may be brought or instituted against one or both of Oyster Bay and the Town and which arise out of or in connection with this Section 12, and Glen Cove shall pay and satisfy any judgment, decree, loss, or settlement in connection therewith. The obligations of Glen Cove pursuant to Section 12 hereof shall survive

termination of this Agreement and not be limited by reason of enumeration of any insurance coverage provided under this Agreement.

13. Insurance.

Each Party agrees to procure and maintain and furnish certificates of insurance evidencing commercial general liability insurance with a State admitted carrier holding an "A" rating from AM Best Company or equivalent covering the liability of that Party and indemnifying, defending, and holding harmless the other Parties, their agents, employees and representatives ("Agents") from any and all loss and/or damage arising out of the performance of this Agreement with a combined single limit (bodily injury/property damage) of Two Million Dollars (\$2,000,000). Each Party shall be named as additional insureds on said policy, and entitled to thirty (30) days advance written notice of any cancellation or termination thereof. This paragraph shall be satisfied if the Party is a self-insured entity.

14. Compliance with Law.

Each Party shall comply with any and all applicable and relevant Federal, State and local Laws, including those relating to conflicts of interest, discrimination, procurement and confidentiality, in connection with its performance under this Agreement. As used in this Agreement the word "Law" means any and all statutes, rules, regulations, orders, ordinances, writs, injunctions, official resolutions, official interpretations, or decrees, as the same may be amended from time to time, enacted, adopted, promulgated, released, or issued, by or on behalf of any government or political subdivision thereof, quasi-governmental authority, court, or official investigative body.

15. Governing Law; Severability.

This Agreement shall be governed by the laws of the State. The provisions of this Agreement are intended to be severable. If for any reason any provision of this Agreement shall be held invalid or unenforceable in whole or in part, such provision shall be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability of the remaining provisions hereof.

16. Executory Clause.

Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The Parties shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all relevant and required Party approvals have been obtained, including, if required, approval by the Boards of each Party, and (ii) this Agreement has been executed by the Supervisors of the Town and Oyster Bay and the Mayor of Glen Cove or their duly designated deputies.

(b) Availability of Funds. The Parties shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement.

17. Entire Agreement.

This Agreement represents the full and entire understanding and agreement between the parties hereto with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement

IN WITNESS WHEREOF, the Parties have hereto set their hands as of the day and year first above written.

TOWN OF NORTH HEMPSTEAD

By: _____
Judi Bosworth, Supervisor

TOWN OF OYSTER BAY

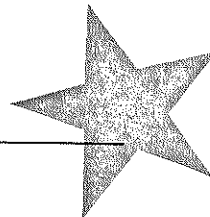
By: _____
Joseph Saladino, Supervisor

CITY OF GLEN COVE

By: _____
Timothy Tenke, Mayor

Reviewed By
Office of Town Attorney

Elizabeth A. Laughman



ACKNOWLEDGMENTS

STATE OF NEW YORK)

: ss.:

COUNTY OF NASSAU)

On this__ day of _____ in the year 2019 before me, the undersigned, a Notary Public in and for said State, personally appeared Judi Bosworth, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

: ss.:

COUNTY OF NASSAU)

On this__ day of _____ in the year 2019 before me, the undersigned, a Notary Public in and for said State, personally appeared Joseph Saladino, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Public

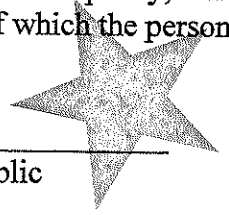
STATE OF NEW YORK)

: ss.:

COUNTY OF NASSAU)

On this__ day of _____ in the year 2019 before me, the undersigned, a Notary Public in and for said State, personally appeared Timothy Tenke, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Public



WHEREAS, Ellsworth W. Allen Town Park is the site of an active groundwater facility that is remediating both on-site and off-site groundwater contamination. The facility operates within an easement previously granted by the Town and is managed by AMO Environmental Decisions, Inc. ("AMO") on behalf of Liberty Industrial Finishing Qualified Settlement Trust in accordance with an Administrative Order of the United States Environmental Protection Agency; and

WHEREAS, by Resolution No. 451-2018, adopted on July 10, 2018, the Town Board authorized and directed the Department of Public Works authorize AMO to proceed with well modification work relative to Phase 1 construction of the Ellsworth W. Allen Town Park expansion project; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated April 8, 2109, advised that the Department of Public Works is underway with the expansion of Ellsworth W. Allen Town Park, under contract No. DP17-167 PH1&2. Commissioner Lenz further advised the Board that by letter dated March 27, 2019, AMO has requested additional funding in the total amount of \$39,556.66 to provide additional engineering services and complete additional necessary construction work to complete the work relative to Phase 1 construction and the work necessary to accommodate the Phase 2 construction that is underway; and

WHEREAS, Commissioner Lenz further advised the Board that the Department of Public Works has reviewed AMO's proposal and recommends that the Town Board authorize additional funding for payment to AMO in the amount of \$29,556.66 for the modification of recovery wells in the development area of Expansion of Ellsworth W. Allen Town Park, with funds to be drawn from those available in Account No. PKS H 7197 20000 000 1402 001,

NOW, THEREFORE, BE IT RESOLVED, that the requests as hereinabove set forth are accepted and approved, and AMO Environmental Decisions, Inc is hereby authorized to proceed to provide the aforementioned services in connection with Contract No. DP17-167 PH1&2 for Modification of Existing Liberty Industrial Finishing Site Groundwater Recovery Wells in connection with the Expansion of Ellsworth W. Allen Town Park, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed \$39,556.66, with funds to be drawn from Account No. PKS H 7197 20000 000 1402 001.

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

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

cc: Supervisor
Town Attorney
Comptroller
Parks
Public Works

Reviewed By
Office of Town Attorney

186

TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

MARCH 29, 2019

TO : MEMORANDUM DOCKET

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


SUBJECT: MODIFICATION OF EXISTING LIBERTY INDUSTRIAL FINISHING SITE
REMEDIAL SYSTEM WELLS
EXPANSION OF ELLSWORTH W. ALLEN TOWN PARK
CONTRACT NO. DP17-167-PH1 & 2
SUPPLEMENTAL MEMO TO FOLLOW

The Department of Public Works ("DPW") is underway with the Expansion of Ellsworth W. Allen Town Park, South Farmingdale. At the Project site, an active groundwater treatment facility is remediating both on-site and off-site groundwater contamination. This facility is managed by AMO Environmental Decisions, Inc. ("AMO") on behalf of the Liberty Industrial Finishing Qualified Settlement Trust in accordance with an Administrative Order with the United States Environmental Protection Agency. An easement is in place for the siting of this facility on Town property.

By Town Board Resolution 451-2018, dated July 10, 2018 well modification work relative to the Phase 1 construction of the Ellsworth W. Allen Town Park expansion project had been authorized. A supplemental request by AMO for funding necessary to complete additional work associated with Phase 1 construction and for necessary work to accommodate the Phase 2 construction that is currently underway has been received and is currently under review.

A formal recommendation to authorize additional funding to AMO will be submitted by supplemental memorandum at the next docket meeting.

It is therefore requested that a space be reserved at the Town Board meeting of April 16, 2019 for the Town Board to authorize additional funding for payment to AMO Environmental Decisions, Inc. for the modification of remedial system wells in the development area of the Expansion of Ellsworth W. Allen Town Park.


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


RWL/JCT/MR/lk

c: Office of the Town Attorney (w/7 copies)
Steven Ballas, Comptroller
Joseph Pinto, Commissioner/Parks
Daniel Haas, Division of Engineering

Meeting of July 10, 2018

Resolution No. 451-2018

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated June 21, 2108, has advised that the Department of Public Works is underway with the expansion of Ellsworth W. Allen Town Park, under contract No. DP17-167: and

WHEREAS, Commissioner Lenz has advised that three (3) recovery wells located within the Park development area must be modified so that the recovery wells are flush with the ground surface: and

WHEREAS, the groundwater treatment facility within which the wells are located, is presently managed by AMO Environmental Decisions, Inc., ("AMO") in accordance with a United States Environmental Protection Agency Administrative order; and

WHEREAS, at the request of the Department of Public Works, AMO has submitted a letter proposal dated June 12, 2108, pursuant to which AMO would utilize P.W. Grosser Consulting, Inc., ("PWG") to develop a work plan and to provide construction oversight, and Delta Geophysics and Delta Well and Pump to perform the work, all at a total cost of \$35,825.00: and

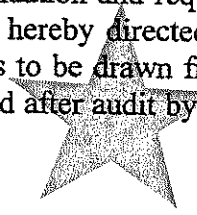
WHEREAS, AMO, as the water treatment facility manager, is considered to be a sole source provider with respect to work to be performed at the facility; and

WHEREAS, Commissioner Lenz recommends and requests that the Town Board authorize payment to AMO in an amount not to exceed \$35,825.00 for the modification of the aforementioned recovery wells pursuant to work plans to be developed by PWG and with such work to be performed by Delta Geophysics and Delta Well and Pump,

NOW THEREFORE BE IT RESOLVED that the recommendation and request as hereinabove set forth is accepted and approved and the Comptroller is hereby directed to make payment to AMO in an amount not to exceed \$35,825.00 with funds to be drawn from acct No. PKS H 7197 20000 1209 001, after submission of a claim form and after audit by the office of the Comptroller.

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Reviewed By
Office of Town Attorney



34

TOWN OF OYSTER BAY
INTER-DEPARTMENTAL MEMO

APRIL 8, 2019

TO : MEMORANDUM DOCKET

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

SUBJECT: SUPPLEMENTAL DOCKET MEMO TO ITEM NO. 18
DOCKET OF APRIL 2, 2019
MODIFICATION OF EXISTING LIBERTY INDUSTRIAL FINISHING SITE
GROUNDWATER RECOVERY WELLS
EXPANSION OF ELLSWORTH W. ALLEN TOWN PARK
CONTRACT NO. DP17-167-PH1 & 2
ACCOUNT NO. PKS H 7197 20000 000 1402 001
PROJECT ID 1402PKSA-09

In furtherance to Item No. 18 of the docket of April 2, 2019, the Department of Public Works ("DPW") is underway with the Expansion of Ellsworth W. Allen Town Park, South Farmingdale. At the Project site, an active groundwater treatment facility is remediating both on-site and off-site groundwater contamination. This facility is managed by AMO Environmental Decisions, Inc. ("AMO") on behalf of the Liberty Industrial Finishing Qualified Settlement Trust in accordance with an Administrative Order with the United States Environmental Protection Agency. An easement is in place for the siting of this facility on Town property.

By Town Board Resolution 451-2018, dated July 10, 2018, well modification work relative to the Phase 1 construction of the Ellsworth W. Allen Town Park expansion project had been authorized. This request for additional authorizations consists of additional work necessary to complete the work relative to the Phase 1 construction, and the necessary work to accommodate the Phase 2 construction that is currently underway.

AMO has submitted the attached letter dated March 27, 2019 requesting additional funding in the total amount of \$39,556.66 for necessary engineering and construction costs.

DPW has reviewed this proposal recommends that the Town Board authorize additional funding for payment to AMO Environmental Decisions, Inc. in the amount of \$39,556.66 for the modification of recovery wells in the development area of the Expansion of Ellsworth W. Allen Town Park, utilizing Account No. PKS H 7197 20000 000 1402 001.



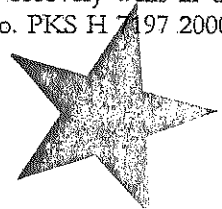
RICHARD W. LENZ, P.E.
COMMISSIONER

DEPARTMENT OF PUBLIC WORKS/HIGHWAY


RWL/JCT/MR/lk
Attachments

c: Office of the Town Attorney (w/7copies)
Steven Ballas, Comptroller
Joseph Pinto, Commissioner/Parks
Daniel Haas, Division of Engineering

DP17-167 DOCKET PAYMENT TO AMO FOR RECOVERY WELL MODS 2 SUPP



PO Box 410
4327 Point Pleasant Pike
Danboro, PA 18972

215-230-8282 (Phone)
215-230-8283 (Fax)

www.amoed.com

**AMO Environmental
Decisions**



Geologists
Hydrogeologists
GIS Analysts
Environmental Scientists

Earth & Environmental Resource Management Consultants

March 27, 2019

Matt Russo
Town of Oyster Bay
Department of Public Works
150 Miller Place
Syosset, New York 11791

**Subject: Recovery Well Modification to Accommodate Park Construction Activities – Change
Order Request #1
Liberty Industrial Finishing Superfund Site**

Dear Mr. Russo:

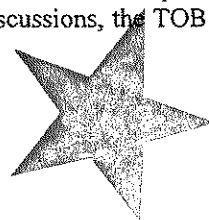
AMO Environmental Decisions, Inc. (AMO) provides project coordination activities and groundwater treatment system operation and maintenance, and groundwater quality monitoring services for the Liberty Industrial Finishing Qualified Settlement Trust in accordance with an Administrative Order with the U.S. Environmental Protection Agency. P.W. Grosser Consulting (PWG) supports AMO with these activities. Enclosed is a work scope and cost estimate prepared PWG, dated March 26, 2019, to perform modifications to the existing recovery wells at the Liberty Industrial Finishing Superfund Site. I understand that this work is necessary to accommodate the planned park construction to be performed by the Town of Oyster Bay (TOB). Per our previous discussions, the TOB will pay for PWG services to perform this work.

Please contact me (267-249-0417) with questions.

Respectfully,

AMO Environmental Decisions

Ralph T. Golia, P.G.
Project Coordinator for the LIFS





March 26, 2019

Mr. Ralph Golia
AMO Environmental Decisions
P.O. Box 410
4327 Point Pleasant Pike
Danboro, PA 18916
rgolia@amoed.com

RE: Monitoring Well Modification/Abandonment and Cleanout Modification
Change Order Request #1
Liberty Industrial Finishing
55 Motor Avenue, Farmingdale, New York
19LP228

Dear Mr. Golia,

P.W. Grosser Consulting, Inc. (PWGC) is pleased to provide you with this proposal to modify existing monitoring well and cleanout elevations and to provide field oversight at Liberty Industrial Finishing located at 55 Motor Avenue, Farmingdale in support of the Allen Park expansion. PWGC understands that the Allen Park expansion includes the construction of softball and baseball fields, a t-ball field, a multi-purpose field for sports teams, a pedestrian/bicycle pathway, bathrooms and a parking area. Wellhead and cleanout elevations within in the proposed expansion area will need to be modified to subgrade elevation prior to the proposed development.

This letter also includes the change order request, originally dated February 26, 2019, in the amount of \$30,726.66, to support additional work completed by PWGC and Delta Well & Pump Co., Inc. (Delta) in support of the Allan Park Expansion, particularly the recovery well modifications. Inclusion of this change order request was requested by Danny Haas, Town of Oyster, in an onsite construction meeting on March 22, 2019

PWGC is a civil/environmental engineering firm which specializes in civil engineering, water resources, geology/hydrogeology, and environmental consulting. Our firm has been catering to the needs of a diverse clientele for over 25 years and has a reputation for professionalism, quality service and responsiveness. We have performed oversight of well installations across the five boroughs of New York City and Long Island for municipal, commercial, institutional and residential projects. For your project, PWGC proposes to provide the following scope of work:

SCOPE OF SERVICES

TASK 1 - MONITORING WELL / CLEANOUT MODIFICATION & MONITORING WELL ABANDONMENT

PWGC will retain Delta to provide monitoring well/cleanout modification and monitoring well abandonment. Two (2) 4" monitoring wells and four (4) 4" PVC cleanout pipes will be cut and lowered to grade. Work will include installing a 12-inch diameter heavy duty, watertight flushmounts with a concrete pad on existing monitoring wells and cleanouts. Two (2) 4" monitoring wells will be properly abandoned in accordance with New York State Department of Environmental Conservation (NYSDES) requirements.

CLIENT DRIVEN SOLUTIONS

PHONE: 631.589.6353 630 JOHNSON AVENUE, STE 7
PWGROSSER.COM BOHEMIA, NY 11716

LONG ISLAND • MANHATTAN • ALBANY • SYRACUSE • SEATTLE • SHELTON



The task duration is anticipated to be four (4), 8-hour workdays.

Delta Well estimates that the cost to complete this task is **\$5,630.00**. This cost is based upon the estimated duration of this task.

TASK 2 - FIELD OVERSIGHT

PWGC will provide field oversight and continuous observation of Delta Geophysics' and Delta Well's efforts throughout the project's duration. PWGC estimates that the cost to complete this task is **\$3,200.00**. Effort will be billed hourly in accordance with the attached rate schedule, and additional labor will continue to be billed at an hourly rate should the project exceed the anticipated duration time, unless otherwise agreed upon.

TOTAL FEE

The total fee proposed for this project is **\$8,830.00**.

CHANGE ORDER REQUEST #1

This project summary pertains to this change order request in the amount of **\$30,726.66**, referenced above, to support additional work completed by PWGC and Delta in support of the Alln Park Expansion, particularly the recovery well modifications.

The following additional services were provided by PWGC and Delta to facilitate the project:

1. Delta modified an above grade junction box to subgrade elevation. The subgrade junction box was installed in a locking, watertight manhole, dimensions 45-inch diameter by 24-inch deep, with a 44-inch composite cover rated for H-20 traffic loading.
2. Delta modified an above grade electrical pull box to subgrade elevation.
3. Delta re-ran electrical conduits and wiring for recovery wells to a lower subgrade elevation.
4. Delta installed a 12-inch diameter heavy duty, watertight flushmounts on existing wells and cleanouts.
5. Delta decommissioned/abandoned three monitoring wells in accordance with NYSDEC requirements.
6. Work performed by Delta was done under the oversight and direction of PWGC.

ASSUMPTIONS AND EXCLUSIONS

Site surveys, detailed engineering design, filing for permits, meetings with regulatory agencies, preparation of additional technical documents, etc., will be considered additional services and invoiced at hourly rates of reimbursement in accordance with the attached rate schedule. Services provided by PWGC will be conducted as per the enclosed terms and conditions.

Should you find this proposal acceptable kindly sign below where indicated and return a copy to our office. Work will commence upon receipt of this signed agreement. Please call if you have any questions or would like to discuss the project further.



Very truly yours,
P.W. Grosser Consulting,

Kaitlyn Crosby
Project Hydro/ES

Regina Bykov, P.G.
Project Engineer

CLIENT DRIVEN SOLUTIONS

LONG ISLAND • MANHATTAN • ALBANY • SYRACUSE • SEATTLE • SHELTON

PHONE: 631.589.6353 630 JOHNSON AVENUE, STE 7
PWGROSSER.COM BOHEMIA, NY 11716



Meeting of July 10, 2018

Resolution No. 451-2018

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated June 21, 2108, has advised that the Department of Public Works is underway with the expansion of Ellsworth W. Allen Town Park, under contract No. DP17-167: and

WHEREAS, Commissioner Lenz has advised that three (3) recovery wells located within the Park development area must be modified so that the recovery wells are flush with the ground surface: and

WHEREAS, the groundwater treatment facility within which the wells are located, is presently managed by AMO Environmental Decisions, Inc., ("AMO") in accordance with a United States Environmental Protection Agency Administrative order; and

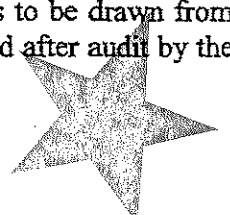
WHEREAS, at the request of the Department of Public Works, AMO has submitted a letter proposal dated June 12, 2108, pursuant to which AMO would utilize P.W. Grosser Consulting, Inc., ("PWG") to develop a work plan and to provide construction oversight, and Delta Geophysics and Delta Well and Pump to perform the work, all at a total cost of \$35,825.00: and

WHEREAS, AMO, as the water treatment facility manager, is considered to be a sole source provider with respect to work to be performed at the facility; and

WHEREAS, Commissioner Lenz recommends and requests that the Town Board authorize payment to AMO in an amount not to exceed \$35,825.00 for the modification of the aforementioned recovery wells pursuant to work plans to be developed by PWG and with such work to be performed by Delta Geophysics and Delta Well and Pump,

NOW THEREFORE BE IT RESOLVED that the recommendation and request as hereinabove set forth is accepted and approved and the Comptroller is hereby directed to make payment to AMO in an amount not to exceed \$35,825.00 with funds to be drawn from acct No. PKS H 7197 20000 1209 001, after submission of a claim form and after audit by the office of the Comptroller.

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Reviewed By
Office of Town Attorney

WHEREAS, Section 7-1.2.10 of the Collective Bargaining Agreement between the Town and CSEA provides that "[a]ll full-time employees shall be permitted to schedule a wellness exam during their work day when on-site wellness services are offered"; and

WHEREAS, Baseline Health, 1101 Stewart Avenue, Suite 104, Garden City, New York 11530 and AccuHealth Group, 225 Wireless Boulevard, Suite 102, Hauppauge, New York, 11788, requested the use of a small portion of the parking lots of Town Hall North, Town Hall South and the DPW Facility (Syosset) to set up mobile medical vehicles in order to provide Town employees with the aforesaid wellness services; and

WHEREAS, the offered exams will be at no cost to the Town, as well as no cost to the Town employees other than customary fees or co-pays one would ordinarily pay for any medical or wellness service; and

WHEREAS, Joseph Nocella, Town Attorney, and Frank M. Scalera, Chief Deputy Town Attorney, by memorandum dated April 2, 2019 recommend and request that the Procurement Policy be waived, and, that Baseline Health and AccuHealth Group be retained and authorized to use of a small portion of the parking lots of Town Hall North, Town Hall South and the DPW Facility (Syosset) through December 31, 2020, to set up mobile medical vehicles in order to provide Town employees with the aforesaid wellness services; and

WHEREAS, the Town Board deems the wellness services to be an appropriate and worthwhile endeavor, and has determined that the approval of the abovementioned request will benefit the health of the employees of the Town of Oyster Bay,

NOW, THEREFORE, BE IT RESOLVED, That the recommendations and requests as hereinabove set forth are hereby accepted and approved, and the Town is hereby authorized to provide Baseline Health and AccuHealth Group, the use of a small portion of the parking lots of Town Hall North, Town Hall South and the DPW Facility (Syosset) through December 31, 2020 on certain dates and for certain times to set up mobile medical vehicles in order to provide Town employees with the aforesaid wellness services, subject to the following conditions:

1. The use of the Town parking lots shall be subject to the approval of and in conformance with the direction of the Commissioner of the Highway Department, or his duly designated representative;
2. The said organizations shall comply with all laws, rules, regulations and ordinances, including the ordinances of the Town of Oyster Bay, both in the use of the Town parking lots, and in the conduct of the aforesaid activity; and
3. The said organizations shall provide evidence of insurance with the Office of the Town Clerk, indicating said organizations maintain general liability insurance in the amounts of \$1,000,000 each occurrence with a general aggregate of \$2,000,000 and naming the Town of Oyster Bay as an additional insured in connection with the aforementioned activity; and be it further

Reviewed By
Office of Town Attorney

RESOLVED, That the Town Board finds a waiver of the Procurement Policy to be proper in light of the provision of the Collective Bargaining Agreement and that the Town will bear no cost.

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

	Supervisor Saladino	Aye
	Councilman Muscarella	Aye
	Councilman Macagnone	Aye
	Councilwoman Johnson	Aye
	Councilman Imbroto	Aye
	Councilman Hand	Aye
	Councilman Labriola	Aye
cc:	Supervisor	
	Town Attorney	
	Comptroller	

26

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET
FROM: Office of the Town Attorney
DATE: April 2, 2019
SUBJECT: On-Site Mobile Medical Screening

This office responds to the memorandum by the Department of Human Resources, dated February 4, 2019, requesting that two companies, Baseline Health, 1101 Stewart Avenue, Suite 104, Garden City, New York 11530 and AccuHealth Group, 225 Wireless Boulevard, Suite 102, Hauppauge, New York 11788 be permitted to utilize the parking lots of Town Hall North, Town Hall South and the DPW Facility (Syosset) to set up mobile medical vehicles in order to provide Town employees physical exams.

Section 7-1.2.10 of the Collective Bargaining Agreement between the Town and CSEA provides that "[a]ll full-time employees shall be permitted to schedule a wellness exam during their work day when on-site wellness services are offered".

It is understood that the offered exams will be at no cost to the Town, as well as no cost to the Town employees other than customary fees or co-pays one would ordinarily pay for any physical exam.

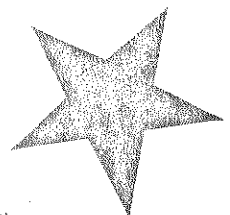
In light of the provision of the Collective Bargaining Agreement and that the Town will bear no cost, this Office requests that the Town Board waive the Procurement Policy and the Town permit the above mentioned companies to utilize the parking lots subject to the requisite liability insurance coverage.

Submitted herewith is the resolution for said request.

Accordingly, kindly suspend the rules and place this item on the April 16, 2019 Town Board action calendar.

JOSEPH NOCELLA
TOWN ATTORNEY

FRANK M. SCALERA
CHIEF DEPUTY TOWN ATTORNEY



FMS:mek
Attachment
10-000
cc: Town Attorney (w 7/copies)

Reviewed By
Office of Town Attorney

WHEREAS, Section 7-1.2.10 of the Collective Bargaining Agreement between the Town and CSEA provides that "[a]ll full-time employees shall be permitted to schedule a wellness exam during their work day when on-site wellness services are offered"; and

WHEREAS, Baseline Health, 1101 Stewart Avenue, Suite 104, Garden City, New York 11530 and AccuHealth Group, 225 Wireless Boulevard, Suite 102, Hauppauge, New York, 11788, requested the use of a small portion of the parking lots of Town Hall North, Town Hall South and the DPW Facility (Syosset) to set up mobile medical vehicles in order to provide Town employees with the aforesaid wellness services; and

WHEREAS, the offered exams will be at no cost to the Town, as well as no cost to the Town employees other than customary fees or co-pays one would ordinarily pay for any medical or wellness service; and

WHEREAS, Joseph Nocella, Town Attorney, and Frank M. Scalera, Chief Deputy Town Attorney, by memorandum dated April 2, 2019 recommend and request that the Procurement Policy be waived, and, that Baseline Health and AccuHealth Group be retained and authorized to use of a small portion of the parking lots of Town Hall North, Town Hall South and the DPW Facility (Syosset) through December 31, 2020, to set up mobile medical vehicles in order to provide Town employees with the aforesaid wellness services; and

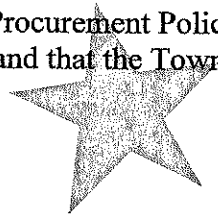
WHEREAS, the Town Board deems the wellness services to be an appropriate and worthwhile endeavor, and has determined that the approval of the abovementioned request will benefit the health of the employees of the Town of Oyster Bay,

NOW, THEREFORE, BE IT RESOLVED, That the recommendations and requests as hereinabove set forth are hereby accepted and approved, and the Town is hereby authorized to provide Baseline Health and AccuHealth Group, the use of a small portion of the parking lots of Town Hall North, Town Hall South and the DPW Facility (Syosset) through December 31, 2020 on certain dates and for certain times to set up mobile medical vehicles in order to provide Town employees with the aforesaid wellness services, subject to the following conditions:

1. The use of the Town parking lots shall be subject to the approval of and in conformance with the direction of the Commissioner of the Highway Department, or his duly designated representative;
2. The said organizations shall comply with all laws, rules, regulations and ordinances, including the ordinances of the Town of Oyster Bay, both in the use of the Town parking lots, and in the conduct of the aforesaid activity; and
3. The said organizations shall provide evidence of insurance with the Office of the Town Clerk, indicating said organizations maintain general liability insurance in the amounts of \$1,000,000 each occurrence with a general aggregate of \$2,000,000 and naming the Town of Oyster Bay as an additional insured in connection with the aforementioned activity; and be it further

RESOLVED, That the Town Board finds a waiver of the Procurement Policy to be proper in light of the provision of the Collective Bargaining Agreement and that the Town will bear no cost.

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WHEREAS, 49 Audrey Avenue LLC (the "LLC") is the owner of the property known as 49 Audrey Avenue, Oyster Bay, New York 11771, having tax map designation Section 27, Block 31, Lot 153 (the "LLC Property"); and

WHEREAS, the Oyster Bay Water District is the owner of the property known as 45 Audrey Avenue, Oyster Bay, New York 11771 LLC, having tax map designation Section 27, Block 31, Lot 151 (the "Water District Property"); and

WHEREAS, the LLC is making alterations to the building located on the LLC Property (the "Building") under the following building permits: #16050307, #16050306 and #16110284 (collectively, the "Project"), and said permits have been closed out and a conditional certificate of occupancy has been issued by the Town; and

WHEREAS, in order for the Town to issue its final approval and issue a certificate of occupancy for the Project, the LLC must bring the first floor of the Building into compliance with the requirements of the Americans with Disabilities Act (the "ADA"); and

WHEREAS, in order to bring the first floor of the Building into compliance with the requirements of the ADA, the LLC proposes to create a 3'-2" deep by 6'0" side alcove in the east property line stockade fence with a wide gate opening from the rear yard into the new alcove; such gate would be at the same elevation and the level paved area outside the apartment door and the Walkway on the east side of the stockade fence (the "Proposal"); and

WHEREAS, by letter dated December 27, 2018, Robert J. McEvoy, Chairman, Board of Commissioners, Oyster Bay Water District, advised that the Oyster Bay Water District had no objection to the proposed gate, subject to a hold harmless agreement by the Owner in favor of the Oyster Bay Water District; and

WHEREAS, the LLC has agreed to the provisions of a certain indemnification agreement by and among the LLC, the Town of Oyster Bay and the Oyster Bay Water District (the "Indemnification Agreement"). The Indemnification Agreement provides, among other things, that the LLC defend, indemnify and hold harmless the Town and the Oyster Bay Water District, from and against any and all liabilities, damages, losses, claims and expenses arising out of, relating to, or resulting from: (i) the alterations (ii) 49 Audrey Avenue, including the Building (iii) the Walkway; (iv) bodily injury, sickness, disease, or death to any person, (v) damage or destruction to property, caused in whole or in part by the acts or omissions of the LLC; and (vi) the Indemnification Agreement and the transactions contemplated thereunder. The Indemnification Agreement further provides that the Town and the Oyster Bay Water District have no objection to the alterations and the issuance of a Certificate of Occupancy, subject to and in accordance with LLC's compliance with applicable law, including the Town Code, as well as with the rules, regulations and requirements of the Town Department of Planning and Development; and

740
Reviewed By
Office of Town Attorney

WHEREAS, the Indemnification Agreement has been signed by the LLC, by Stephen Vaccaro, its President and Managing Member, and by the Oyster Bay Water District, by Robert J. McEvoy, Chairman, Board of Commissioners; and

WHEREAS, Joseph Nocella, Town Attorney and Raymond J. Aversa, Deputy Town Attorney, by memorandum dated April 8, 2019, advised that the Town Attorney's Office has no objection to the issuance of a certificate of occupancy to 49 Audrey Avenue LLC for the Proposal, subject to and in accordance with LLC's compliance with applicable law, including the Town Code, as well as with the rules, regulations and requirements of the Town Department of Planning and Development, and provided that the LLC execute and deliver the Indemnification Agreement; and

WHEREAS, Mr. Nocella and Mr. Aversa, by said memorandum, further recommended that the Town Board adopt and approve the Indemnification Agreement and authorize the Supervisor or his designee to counter-sign the Indemnification Agreement,

NOW THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are accepted and approved, and the Supervisor or his designee is hereby authorized and directed to counter-sign the Indemnification Agreement in accordance with the provisions herein.

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

	Supervisor Saladino	Aye
	Councilman Muscarella	Aye
	Councilman Macagnone	Aye
	Councilwoman Johnson	Aye
	Councilman Imbroto	Aye
	Councilman Hand	Aye
	Councilman Labriola	Aye
cc:	Supervisor	
	Town Attorney	
	Comptroller	

35

Town of Oyster Bay Inter-Departmental Memo

TO : MEMORANDUM DOCKET
FROM : Office of the Town Attorney
DATE : April 8, 2018
SUBJECT: Indemnification Agreement
49 Audrey Avenue LLC with Town of Oyster Bay and Oyster Bay Water District


49 Audrey Avenue LLC (the "LLC"), the owner of 49 Audrey Avenue, Oyster Bay, New York, seeks to obtain a Certificate of Occupancy for alterations made to the building located thereat (the "Building"). The Oyster Bay Water District is the owner of 45 Audrey Avenue, Oyster Bay, New York.

49 Audrey Avenue and 45 Audrey Avenue are adjacent to each other, and are separated by a pedestrian walkway lying between both properties (the "Walkway"), which walkway is owned by the Oyster Bay Water District. The Walkway is situated on the western portion of 45 Audrey Avenue, and is adjacent to the easterly line of 49 Audrey Avenue. The Oyster Bay Water District granted an easement to the Town for the Walkway. Pursuant to said easement, the Town agreed to pave and maintain the Walkway, and to indemnify and hold harmless the Oyster Bay Water District from any claims, suits, losses, damages or injuries arising out of the use of said easement, and from any and all costs and expenses related to the Town's maintenance of said walkway.

John M. Collins, retained by the LLC, is the designer for the alterations made to the Building. By letter dated November 8, 2018, Mr. Collins advised that the three (3) building permits for the alterations have been closed out, and a conditional certificate of occupancy issued. Mr. Collins further advised that, in order to obtain final approval and a certificate of occupancy for the alterations, the LLC must bring the first floor of the Building into compliance with A.D.A requirements. In this regard, and in order to grant access from 49 Audrey Avenue to the Walkway, the LLC proposes to create a 3'-2" deep by 6'0" side alcove in 49 Audrey Avenue's east property line stockade fence with a wide gate opening from the rear yard into the new alcove.

By letter dated December 27, 2018, Robert J. McEvoy, Chairman, Board of Commissioners, Oyster Bay Water District, advised that the Oyster Bay Water District had no objection to the proposed gate, subject to a hold harmless agreement by the Owner in favor of the Oyster Bay Water District.

Attached hereto is an indemnification agreement by and among the LLC, the Town of Oyster Bay and the Oyster Bay Water District (the "Indemnification Agreement") which provides, among other things, that the LLC defend, indemnify and hold harmless the



Town and the Oyster Bay Water District, from and against any and all liabilities, damages, losses, claims and expenses arising out of, relating to, or resulting from: (i) the alterations (ii) 49 Audrey Avenue, including the Building (iii) the Walkway; (iv) bodily injury, sickness, disease, or death to any person, (v) damage or destruction to property, caused in whole or in part by the acts or omissions of the LLC; and (vi) the Indemnification Agreement and the transactions contemplated thereunder. The Indemnification Agreement further provides that the Town and the Oyster Bay Water District have no objection to the alterations and the issuance of a certificate of occupancy, subject to and in accordance with LLC's compliance with applicable law, including the Town Code, as well as with the rules, regulations and requirements of the Town Department of Planning and Development.

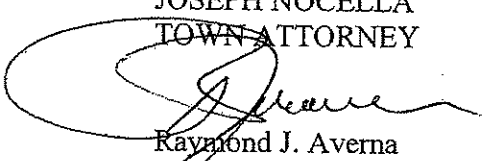
The Indemnification Agreement has been signed by the LLC, by Stephen Vaccaro, its President and Managing Member, and by the Oyster Bay Water District, by Robert J. McEvoy, Chairman, Board of Commissioners.

Based on the LLC's obligations under the Indemnification Agreement, and subject to the LLC's compliance with applicable law, including the Town Code, as well as with the rules, regulations and requirements of the Town Department of Planning and Development, our Office has no objection to the issuance of a certificate of occupancy to 49 Audrey Avenue LLC for the said alterations.

Accordingly, this Office recommends that the Town Board adopt and approve the Indemnification Agreement and authorize the Supervisor or his designee to counter-sign the Indemnification Agreement.

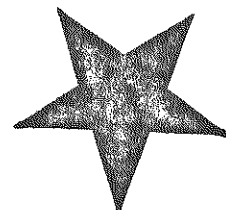
Accordingly, kindly suspend the rules and place this matter on the Town Board action calendar of April 16, 2019.

JOSEPH NOCELLA
TOWN ATTORNEY


Raymond J. Averna
Deputy Town Attorney

RJA:rja
Attachment
cc: Town Attorney (w/7 copies)

S:\Attorney\RESOS 2019\MD & Reso\MD Audrey Avenue LLC.RJA



7/10/19
Reviewed By
Office of Town Attorney

WHEREAS, 49 Audrey Avenue LLC (the "LLC") is the owner of the property known as 49 Audrey Avenue, Oyster Bay, New York 11771, having tax map designation Section 27, Block 31, Lot 153 (the "LLC Property"); and

WHEREAS, the Oyster Bay Water District is the owner of the property known as 45 Audrey Avenue, Oyster Bay, New York 11771 LLC, having tax map designation Section 27, Block 31, Lot 151 (the "Water District Property"); and

WHEREAS, the LLC is making alterations to the building located on the LLC Property (the "Building") under the following building permits: #16050307, #16050306 and #16110284 (collectively, the "Project"), and said permits have been closed out and a conditional certificate of occupancy has been issued by the Town; and

WHEREAS, in order for the Town to issue its final approval and issue a certificate of occupancy for the Project, the LLC must bring the first floor of the Building into compliance with the requirements of the Americans with Disabilities Act (the "ADA"); and

WHEREAS, in order to bring the first floor of the Building into compliance with the requirements of the ADA, the LLC proposes to create a 3'-2" deep by 6'0" side alcove in the east property line stockade fence with a wide gate opening from the rear yard into the new alcove; such gate would be at the same elevation and the level paved area outside the apartment door and the Walkway on the east side of the stockade fence (the "Proposal"); and

WHEREAS, by letter dated December 27, 2018, Robert J. McEvoy, Chairman, Board of Commissioners, Oyster Bay Water District, advised that the Oyster Bay Water District had no objection to the proposed gate, subject to a hold harmless agreement by the Owner in favor of the Oyster Bay Water District; and

WHEREAS, the LLC has agreed to the provisions of a certain indemnification agreement by and among the LLC, the Town of Oyster Bay and the Oyster Bay Water District (the "Indemnification Agreement"). The Indemnification Agreement provides, among other things, that the LLC defend, indemnify and hold harmless the Town and the Oyster Bay Water District, from and against any and all liabilities, damages, losses, claims and expenses arising out of, relating to, or resulting from: (i) the alterations (ii) 49 Audrey Avenue, including the Building (iii) the Walkway; (iv) bodily injury, sickness, disease, or death to any person, (v) damage or destruction to property, caused in whole or in part by the acts or omissions of the LLC; and (vi) the Indemnification Agreement and the transactions contemplated thereunder. The Indemnification Agreement further provides that the Town and the Oyster Bay Water District have no objection to the alterations and the issuance of a Certificate of Occupancy, subject to and in accordance with LLC's compliance with applicable law, including the Town Code, as well as with the rules, regulations and requirements of the Town Department of Planning and Development; and

WHEREAS, the Indemnification Agreement has been signed by the LLC, by Stephen Vaccaro, its President and Managing Member, and by the Oyster Bay Water District, by Robert J. McEvoy, Chairman, Board of Commissioners; and

WHEREAS, Joseph Nocella, Town Attorney and Raymond J. Averna, Deputy Town Attorney, by memorandum dated April 8, 2019, advised that the Town Attorney's Office has no objection to the issuance of a certificate of occupancy to 49 Audrey Avenue LLC for the Proposal, subject to and in accordance with LLC's compliance with applicable law, including the Town Code, as well as with the rules, regulations and requirements of the Town Department of Planning and Development, and provided that the LLC execute and deliver the Indemnification Agreement; and

WHEREAS, Mr. Nocella and Mr. Averna, by said memorandum, further recommended that the Town Board adopt and approve the Indemnification Agreement and authorize the Supervisor or his designee to counter-sign the Indemnification Agreement,

NOW THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are accepted and approved, and the Supervisor or his designee is hereby authorized and directed to counter-sign the Indemnification Agreement in accordance with the provisions herein.

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INDEMNIFICATION AGREEMENT

This indemnification agreement ("Agreement") made this ____ day of March, 2019 by and among **49 Audrey Avenue LLC**, a New York limited liability company having its address at PO Box 243, Seacliff, New York 11579 (the "LLC"), **Town of Oyster Bay**, a New York municipal corporation having its address at 54 Audrey Avenue, Oyster Bay, New York 11771 (the "Town"), and **Oyster Bay Water District**, an improvement district having its address at 45 Audrey Avenue, Oyster Bay, New York 11771 (the "Water District").

WITNESSETH:

WHEREAS, the LLC is the owner of the property known as 49 Audrey Avenue, Oyster Bay, New York 11771, having tax map designation Section 27, Block 31, Lot 153 (the "LLC Property");

WHEREAS, the Water District is the owner of the property known as 45 Audrey Avenue, Oyster Bay, New York 11771 LLC, having tax map designation Section 27, Block 31, Lot 151 (the "Water District Property");

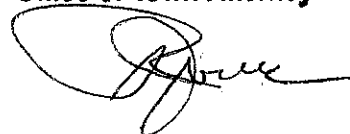
WHEREAS, the Water District and the Town entered into a certain indenture and agreement dated June 22, 2004, which created an additional easement and modified and amended an indenture and agreement dated February 13, 1968, whereby, among other things, the Water District gave an easement to the Town for a portion of the Water District Property consisting of a pedestrian walkway, lying on the western portion of the Water District Property, adjacent to the easterly line of the LLC Property (the "Walkway"), and whereby the Town agreed to pave and maintain the Walkway, and further, whereby the Town agreed to indemnify and hold harmless the Water District from any claims, suits, losses, damages or injuries arising out of the use of said easement, and from any and all costs and expenses related to the Town's maintenance of the Walkway;

WHEREAS, the LLC is making alterations to the building located on the LLC Property (the "Building") under the following building permits: #16050307, #16050306 and #16110284 (collectively, the "Project"), and said permits have been closed out and a conditional certificate of occupancy has been issued by the Town;

WHEREAS, in order for the Town to issue its final approval and issue a certificate of occupancy for the Project, the LLC must bring the first floor of the Building into compliance with the requirements of the Americans with Disabilities Act (the "ADA");

WHEREAS, in order to bring the first floor of the Building into compliance with the requirements of the ADA, the LLC proposes to create a 3'-2" deep by 6'0" side alcove in the east property line stockade fence with a wide gate opening from the rear yard into the new alcove; such gate would be at the same elevation and the level paved area outside the apartment door and the Walkway on the east side of the stockade fence (the "Proposal"); and

Reviewed By
Office of Town Attorney



WHEREAS, the Town and the Water District have no objection to the Proposal, subject to and in accordance with LLC's compliance with applicable law, including the Town Code, as well as with the rules, regulations and requirements of the Town Department of Planning and Development, and provided that the LLC execute and deliver this indemnification agreement in favor of the Town and the Water District.

NOW, THEREFORE, in consideration of the mutual promises and premises heretofore made and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the LLC hereby covenants and agrees as follows:

1. The LLC agrees to use its best efforts and due diligence to obtain a certificate of occupancy for the Project and to bring the Property, including Building, into full compliance with all applicable laws, including without limitation, the Town of Oyster Bay Code and the ADA.

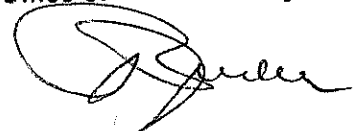
2. (a) To the fullest extent permitted by applicable law, the LLC, on behalf of itself and its contractors and subcontractors and their respective successors and/or assigns, hereby agrees to defend, indemnify and hold harmless the Town and the Water District and their respective officers, employees, representatives and agents (hereinafter collectively referred to as the "Indemnified Parties"), and each of them, from and against any and all liabilities, damages, losses, obligations, penalties, claims, actions, causes of actions, proceedings, demands, defenses, agreements, contracts, covenants, judgments, suits, liens, debts, costs, disbursements and expenses, including, but not limited to, reasonable attorney's fees and expenses, of whatsoever kind and nature, imposed upon, incurred by, or asserted or awarded against, any of the Indemnified Parties, directly or indirectly arising out of, relating to, or resulting from: (i) Project (ii) the LLC Property, including the Building, (iii) the Walkway; (iv) bodily injury, sickness, disease, or death to any person, (v) damage or destruction to property, caused in whole or in part by the acts or omissions of the LLC; and (vi) this Agreement and the transactions contemplated hereunder; each regardless of whether any Indemnified Party is partially negligent, and excluding only liability created by an Indemnified Party's sole and exclusive negligence, it being the intention of the parties to provide for partial indemnity.

(b) LLC's obligation of indemnity under this Agreement shall not be construed to negate, diminish or otherwise reduce other rights or obligations of indemnity which may otherwise exist as to any of the Indemnified Parties. The rights of indemnification hereunder are in addition to all other rights and remedies available under this Agreement and applicable law.

(c) LLC's obligation of indemnity hereunder shall not be limited in any way by an amount or type of damages, compensation or other benefits payable under any state or federal laws, including those related to workers compensation, disability and other benefits.

3. In consideration of the LLC's performance of its obligations under this Agreement, the Town and the Water District have no objection to the Proposal and the issuance of a certificate of occupancy for the Project, subject to and in accordance with LLC's compliance with applicable law, including the Town Code, as well as with the rules, regulations and requirements of the Town Department of Planning and Development.

Reviewed By
Office of Town Attorney



4. This Agreement shall be governed by the laws of the State of New York, without giving effect to principles of conflicts or choice of laws.

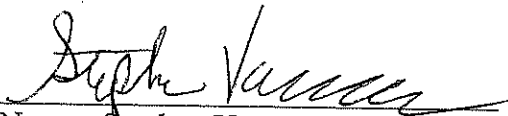
5. This Agreement constitutes and contains the entire agreement of the parties regarding the subject matter hereof and supersedes and replaces all prior agreements and understandings, whether written or oral, proposed or otherwise, regarding the subject matter hereof. Furthermore, this Agreement may not be modified or amended except by an instrument in writing signed by the parties.

6. This Agreement may be executed in counterparts and by facsimile or pdf, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the day and year first above written.

49 AUDREY AVENUE LLC

By:



Name: Stephen Vaccaro

Title: President and Managing Member

TOWN OF OYSTER BAY

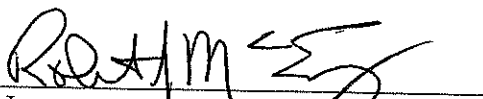
By:

Name: /

Title:

OYSTER BAY WATER DISTRICT

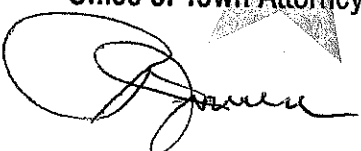
By:



Name: Robert J. McEvoy

Title: Chairman

Reviewed By
Office of Town Attorney



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

On this 21 day of March, 2019, before me, the undersigned personally appeared Stephen Vaccaro, 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 person(s) upon behalf of which the individual acted, executed the instrument.

Immacolata Parrino
NOTARY PUBLIC

IMMACOLATA PARRINO
Notary Public, State of New York
No. 01PA6182092
Qualified in Queens County
Commission Expires February 19, 2020

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

On this _____ day of March, 2019, before me, the undersigned personally appeared _____, the duly elected and qualified Supervisor of the Town of Oyster Bay, the corporation described in and, which executed the foregoing instrument, to me known and known to me to be such Supervisor of the Town of Oyster Bay; and he being by me duly sworn did depose and say: that the Supervisor of the Town of Oyster Bay resides at _____, Nassau County, New York; that he knows the corporate seal of said Town of Oyster Bay; that the seal affixed to said instrument is such corporate seal; and that he executed the same as such Supervisor for the purpose therein mentioned.

NOTARY PUBLIC

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

On this 4th day of ^{APRIL} ~~March~~, 2019, before me, the undersigned personally appeared ROBERT MCEVOY, the duly elected and qualified Commissioner of the Oyster Bay Water District, the improvement district described in and, which executed the foregoing instrument, to me known and known to me to be such Commissioner of the Oyster Bay Water District; and he being by me duly sworn did depose and say: that the Commissioner of the Oyster Bay Water District resides at 44 MARION ST., OYSTER BAY, NY, Nassau County, New York; that he knows the corporate seal of said Oyster Bay Water District; that the seal affixed to said instrument is such corporate seal; and that he executed the same as such Commissioner for the purpose therein mentioned.

Donald N. Mackenzie
NOTARY PUBLIC

DONALD N. MACKENZIE
Notary Public - State of New York
No. 02MA6305070
Qualified in Nassau County
My Commission Expires: 06/02/20 22

RJA

OYSTER BAY WATER DISTRICT
45 AUDREY AVENUE
OYSTER BAY, NEW YORK 11771-1597

COMMISSIONERS
ROBERT J. McEVOY
RICHARD P. NIZNIK
MICHAEL F. RICH III

PHONE: (516) 922-4848
FAX: (516) 922-4034
EMAIL: OBH2O@OPTONLINE.NET

December 27, 2018

Mr. Raymond J. Averna
Deputy Town Attorney
Town of Oyster Bay
54 Audrey Avenue
Oyster Bay, NY 11771

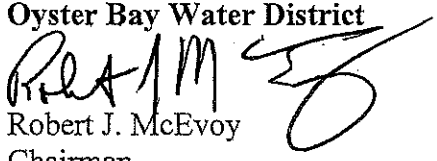
Dear Mr. Averna:

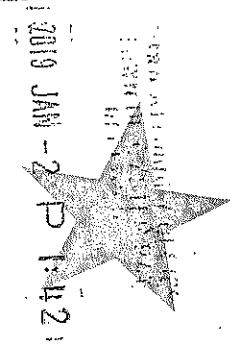
The Oyster Bay Water District is party to an Indenture and Agreement dated the 22nd of June 2004 with the Town of Oyster Bay which created an additional easement and modified and amended an Indenture and Agreement dated the 13th of February, 1968. These agreements, *inter alia*, governed the rights and obligations of the parties to a pedestrian easement along the westerly side of the Oyster Bay Water District.

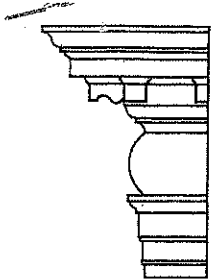
The agreements, *inter alia*, provided that the Town at its sole cost and expense and shall indemnify and hold harmless the District, its officers, agents and employees from any and all claims, suits, losses, damage, or injury to person or property of whatever kind and nature, whether direct or indirect arising out of the use of the said easement by the Town or the public or arising out of the carelessness or negligence or the alleged carelessness or negligence of the Town and/or the public while using the right of way.

Further, the Town at its sole expense keep the pedestrian walkway, the planting areas, curbing, arbors and all other improvements to be provided pursuant to thee said agreement in good repair, cleaned, plowed and in good and safe condition and shall hold the District harmless and indemnify it from any against any and all costs and expense related thereto.

The District has been approached by John Collins, the architect for the adjoining landowner 49 Audrey Avenue, Oyster Bay, NY regrading a proposed new ADA compliant gate which would access the easement. The District has no objection to the proposed gate, subject to a Hold Harmless Agreement approved by the District. This letter of no objection in no way alters the rights or obligations of the parties to the agreements.

Very truly yours,
Oyster Bay Water District

Robert J. McEvoy
Chairman





JOHN M. COLLINS
HISTORIC BUILDING DESIGN

20 Sampson Street
Oyster Bay, N.Y. 11771-2906

Phone (516) 359-9520

johnmcollinsdesign@gmail.com

NOV 10 2018

10:07 AM '18

Mr. Raymond J. Averna
Deputy Town Attorney
Town of Oyster Bay
54 Audrey Avenue
Oyster Bay, N.Y. 11771

November 8, 2018

Dear Mr. Averna:

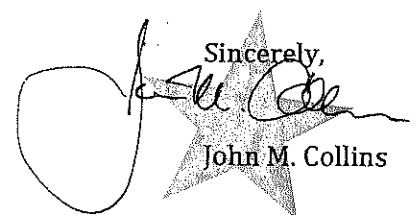
I am the designer for the alterations that have recently been completed at 49 Audrey Avenue, Oyster Bay. (Sec. 27, Blk 31, Lot 153) The project involved obtaining three Building Permits: #16050307—for the five apartments; #16050306—for the *white box* (the first floor retail space), and #16110284—for Southdown Coffee (the tenant in the retail space.)

All Permits have been closed out. A conditional Certificate of Occupancy has been issue for the apartments. Site plan adjustments need to be made in order to bring the ground floor (ANSI type 'B' apartment) into compliance with the A.D.A. requirements. The solution to the problem is to create a 3'-2" deep by 6'0" side alcove in the east property line stockade fence with a wide gate opening from the rear yard into the new alcove. This gate would be at the same elevation as the level paved area outside the apartment door and the pedestrian walkway on the east side of the stockade fence. See the Site Plan, Sheet S-1 hand delivered to you on October 26, 2018.

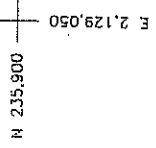
The Town of Oyster Bay constructed the pedestrian walkway after it created an easement with the Oyster Bay Water District on June 22, 2004. On October 26th I also provided you with a copy of the easement. The easement clearly states that the Town of Oyster Bay is responsible for the maintenance of the pedestrian walkway. I requested a copy of the easement from the Water District Board and permission to construct the new gate described above. The Water District Board and their attorney, Don MacKenzie, granted verbal permission for the proposed new gate.

I am writing to request that the Town of Oyster Bay write a letter to the Town's Department of Planning and Development stating that it has no objection to the construction of a new handicap access gate at the east stockade fence of 49 Audrey Avenue. Upon receipt of the letter, the Town's Building Department will be able to issue a "License for multiple residence" document and a final Certificate of Occupancy can be issued.

Your assistance with this matter is greatly appreciated. If you have further questions, please contact me on my mobile line: (516) 359-9520.

Sincerely,

John M. Collins

Cc: S. Vaccaro
P. Albinski
T. Zike



SHEET 1 OF 1

[illegible]

Ad
Reviewed By
Office of Town Attorney
Elizabeth A. Faughnan

RESOLVED, That a public hearing will be held before the Town Board, in the Hearing Room, Town Hall, East Building, Audrey Avenue, Oyster Bay, New York, on the 7th day of May, 2019, at 7:00 o'clock p.m., prevailing time, or as soon thereafter as practicable, to consider amending the Code of the Town of Oyster Bay, New York, by adopting a new Local Law entitled, "A LOCAL LAW TO ADD SECTION 246-5.5.34 to CHAPTER 246 OF THE CODE OF TOWN OF OYSTER BAY TO RESTRICT THE SALE OF VAPING PRODUCTS, AND LOCATIONS OF VAPE SHOPS AND HOOKAH LOUNGES"; and be it further

RESOLVED, That the Town Clerk shall publish a notice of said hearing in the newspapers of general circulation in the Town of Oyster Bay pursuant to the provisions of law.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller
Planning & Development

PUBLIC NOTICE

PLEASE TAKE NOTICE, that pursuant to law, a public hearing will be held before the Town Board, in the Hearing Room, Town Hall, East Building, Audrey Avenue, Oyster Bay, New York, on the 7th day of May, 2019, at 7:00 o'clock p.m., prevailing time, or as soon thereafter as practicable, to consider the following amendment to the Code of the Town of Oyster Bay, in the manner set forth hereinafter: "A LOCAL LAW TO ADD SECTION 246-5.5.34 to CHAPTER 246 OF THE CODE OF TOWN OF OYSTER BAY TO RESTRICT THE SALE OF VAPING PRODUCTS, AND LOCATIONS OF VAPE SHOPS AND HOOKAH LOUNGES." The abovementioned Local Law is on file and may be viewed daily (except Saturday, Sunday and Holidays) between the hours of 9:00 a.m. and 4:45 p.m., prevailing time, at the Office of the Town Clerk located at Oyster Bay and Massapequa. All persons interested in the subject matter of said hearing shall have an opportunity to be heard in connection with the aforementioned Local Law at the time and place designated herein. TOWN BOARD OF TOWN OF OYSTER BAY. JOSEPH S. SALADINO, Supervisor. JAMES ALTADONNA, JR., Town Clerk.

Dated: , 2019, Oyster Bay, New York.

Reviewed By
Office of Town Attorney

36

Town of Oyster Bay Inter-Departmental Memo

TO : MEMORANDUM DOCKET

FROM : Office of the Town Attorney

DATE : April 11, 2019

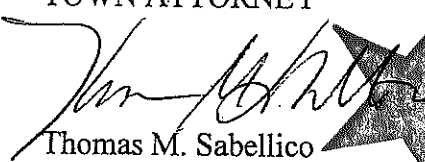
SUBJECT: Proposed Local law entitled:
"A LOCAL LAW TO ADD SECTION 246-5.5.34 to CHAPTER 246 OF THE
CODE OF TOWN OF OYSTER BAY TO RESTRICT THE SALE OF VAPING
PRODUCTS, AND LOCATIONS OF VAPE SHOPS AND HOOKAH
LOUNGES"

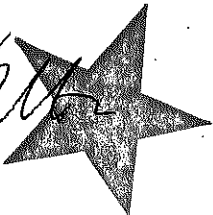
This office has prepared the following items necessary to establish a new local law referenced above:

1. Public Notice;
2. Resolution calling for a Public Hearing; and
3. Proposed legislation.

Kindly suspend the rules and place this matter on the Town Board Action calendar for April 16, 2019.

JOSEPH NOCELLA
TOWN ATTORNEY


Thomas M. Sabellico
Special Counsel



TMS:ba
Enclosure
cc: Town Attorney (w/7 copies)
File No. 2019-7079

S:\Attorney\LOCAL LAWS\LAC 246 Vaping and Hookah\MD.docx

NEW YORK STATE DEPARTMENT OF STATE
41 STATE STREET
ALBANY, NY 12231

Local Law Filing

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

Town of Oyster Bay

Local Law No. _____ of the year 2019

A local law entitled "A LOCAL LAW TO ADD SECTION 246-5.5.34 to CHAPTER 246 OF THE CODE OF TOWN OF OYSTER BAY TO RESTRICT THE SALE OF VAPING PRODUCTS, AND LOCATIONS OF VAPE SHOPS AND HOOKAH LOUNGES"

Be it enacted by the Town Board
of the
(Name of Legislative Body)

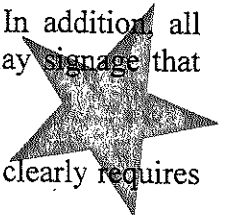
Town of Oyster Bay as follows:

Section 1. Add Section 246-5.5.34, Restrictions on Sale of Vaping Products, Vape Shops and Hookah Lounges to Chapter 246, Zoning, of the Town Code as follows:

§ 246-5.5.34.1 Legislative Intent.

The Board finds that it is in the best interest of the Town of Oyster Bay and its residents to restrict the sale of vaping products and hookah lounges to particular areas. In addition, all establishments that sell vape, e-cigarettes and hookah will be required to display signage that explains the potential dangers in using such products.

§ 246-5.5.34.2 Definitions. As used in this local law, unless the context clearly requires otherwise:



ELECTRONIC CIGARETTES

Also known as e-cigarettes, e-vaporizers, or electronic nicotine delivery systems, are battery-operated devices that people use to inhale an aerosol, which typically contains nicotine, flavorings, and other chemicals.

HOOKAH LOUNGES AND VAPE LOUNGES

Any facility or location whose business operation, and its principal use, include the on-site indoor smoking of electronic cigarettes, vape pens, vapors, e-liquids, or other legal marijuana derivatives or other substances. Smoking is the inhalation of the smoke/e-liquid nicotine/vapors water pipe tobacco and other substances encased in electronic cigarettes, vape pens, and pipes commonly known as "hookah," "waterpipe," "shisha" and "narghile" or any similar device.

HOOKAH PIPE

A single or multi-stemmed instrument used by one or more persons to smoke tobacco or another substance, which hookah pipe is also commonly referred to as a hookah, waterpipe, shisha or narghile.

SMOKE SHOP AND VAPE SHOPS

Any establishment which offers for sale or consideration cigarettes, electronic cigarettes, pipes, vape pens, vapors, e-liquid, other legal marijuana derivative or like substances, as a substantial or significant portion of its business, merchandise and/or stock-in-trade.

SUBSTANTIAL OR SIGNIFICANT PORTION

(1) "Substantial or significant portion" shall be determined using the following considerations:

- a) Amount of floor area and basement space accessible to customers and allotted to the sale or consideration of cigarettes, electronic cigarettes, pipes, vape pens, vapors, e-liquids, other marijuana derivatives or like substances of any type, generally, or as compared to the total floor area and basement space accessible to customers; and/or
- b) Amount of cigarettes, electronic cigarettes, pipes, vape pens, vapors, e-liquids, other marijuana derivatives or like substances stock-in-trade of any type accessible to customers, generally, or as compared to total stock accessible to customers; and/or
- c) Revenues derived from cigarettes, electronic cigarettes, pipes, vape pens, vapors, e-liquids, other marijuana derivatives or like substances of any type, general, or compared to total revenues; and/or

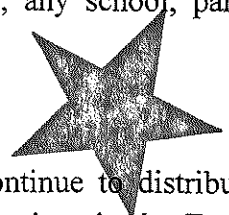
- d) Advertising devoted to cigarettes, electronic cigarettes, pipes, vape pens, vapors, e-liquids, other marijuana derivatives or like substances of any type, general, or compared to total advertising; and/or
 - e) Use of the establishment for cigarettes, electronic cigarettes, pipes, vape pens, vapors, e-liquids, other marijuana derivatives or like substances of any type, general, or compared to total use thereof; and/or
- (2) However, notwithstanding the above considerations, the following shall be conclusive in determining substantial or significant portion:
- a) Forty percent or more of floor area and basement space accessible to customers allotted to cigarettes, electronic cigarettes, pipes, vape pens, vapors, e-liquids, other marijuana derivatives or like substances of any type; and/or
 - b) Forty percent or more of its stock-in-trade in cigarettes, electronic cigarettes, pipes, vape pens, vapors, e-liquids, other marijuana derivatives or like substances of any type; and/or
 - c) Forty percent or more of its gross income derived from cigarettes, electronic cigarettes, pipes, vape pens, vapors, e-liquids, other marijuana derivatives or like substances of any type; and/or
 - d) Forty percent or more of its advertising devoted to cigarettes, electronic cigarettes, pipes, vape pens, vapors, e-liquids, other marijuana derivatives or like substances of any type.

§ 246-5.5.34.3 Restrictions on location of hookah lounges, vape lounges, smoke shops, and vape shops.

- (A) Hookah lounges, vape lounges, smoke shop or vape shop uses shall be allowable only in a (LD) Light Industry district and subject to the regulations set forth in this section.
- (B) The lot line of any property whereupon exists a hookah lounge, vape lounge, smoke shop, or vape shop shall not be located within a thousand (1,000) foot radius of the lot line of any lot zoned for residential use, any school, park, playground, library or church or other place of worship.

§246-5.5.34.4 Posting of Signs.

- (A) No person shall sell or continue to sell or distribute or continue to distribute electronic cigarettes, vape pens, vapors, e-liquids or hookah pipes in the Town unless a sign is posted at the point of sale in a conspicuous place, that warns of the dangers of e-cigarettes, vape pens, vapors, e-liquids or hookah pipes.
- (B) Such sign shall be printed with letters at least one half inch in height. Signs shall be protected from tampering, damage, removal or concealment.



§246-5.5.34.5 Penalties.

Hookah lounges, vape lounges, smoke shops or vape shops in violation of provisions of this local law, shall be guilty of a violation, punishable by fine of not less than _____ for each day that such violation shall exist. Nothing herein shall be construed so as to limit authority of the Town to seek and obtain injunctive relief for any such violation or violations.

§246-5.5.34.6 Violation of directives.

In addition to and notwithstanding any other remedy for an offense against this chapter, any person violating a directive issued by the Commissioner of the Department of Planning and Development or his/her duly authorized representative, made pursuant to the provisions of this chapter, shall be guilty of a violation punishable by a fine not exceeding _____.

§246-5.5.34.7 Severability.

If any provision of this chapter or the application thereof is held invalid for any reason, the remainder of this chapter and the application thereof shall not be affected thereby.

Section 2. SEQRA Determination.

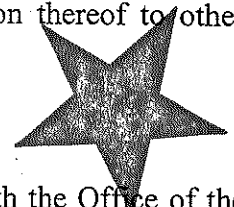
It is hereby determined pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., that the adoption of this local law is a "Type II" Action within the meaning of Section 617.5 (c)(20) of 6 N.Y.C.R.R., pertaining to "routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment" and, accordingly, is of a class of actions which do not have a significant effect on the environment and no further review is required.

Section 3. Severability.

If any section, subdivision or provision of this local law or the application thereof to any person or circumstance be adjudged invalid by a court of competent jurisdiction, such judgment shall be confined in its operation to the section, subdivision or provision of or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this local law, or the application thereof to other persons or circumstances.

Section 4. Effective Date.

This local law shall take effect immediately upon its adoption and filing with the Office of the Secretary of State.



Certification:

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 2019 of the Town of Oyster Bay was duly passed by the Town Board on _____ 2019, in accordance with the applicable provisions of law.

Clerk of the Town of Oyster Bay

(Seal)

Date: _____, 2019

(Certification to be executed by Town Attorney).

STATE OF NEW YORK
COUNTY OF NASSAU

I, the undersigned, hereby certify that the foregoing local law contains the correct text and that all proper proceedings have been had or taken for the enactment of the local law annexed hereto.

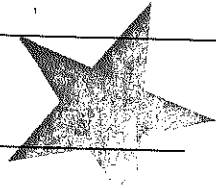
Signature

Town Attorney

Title

Town of Oyster Bay

Date: _____, 2019



Meeting of April 16, 2019

Resolution No. 265-2019

WHEREAS, a bill was recently introduced in the State Legislature, that is, Assembly Bill A.2508, to authorize a state monitor for the Town of Oyster Bay; and

WHEREAS, Assembly Bill A.2508, submitted by Assemblyman Charles D. Lavine, requires a Home Rule Request from the Town of Oyster Bay; and

WHEREAS, the Town Board is supportive of such measure,

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Oyster Bay hereby supports Assembly Bill A.2508 as it relates to the authorization of a state monitor for the Town of Oyster Bay; and be it further

RESOLVED, That the Supervisor, or his designee, and the Town Clerk, are hereby authorized to sign the appropriate number of Home Rule Request forms in support of Senate Bill S.1713, as discussed above; and be it further

RESOLVED, that the Town Clerk shall forward a copy of this Resolution to the New York State Senate and to the New York State Assembly.

#

The foregoing resolution was not adopted after a poll of the members of the Board; the vote being recorded as follows:

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

cc: Supervisor
Town Attorney
Comptroller

7/11/19
Reviewed By
Office of Town Attorney
M. J. [Signature]

Town of Oyster Bay Inter-Departmental Memo

TO: MEMORANDUM DOCKET
FROM: Office of the Town Attorney
DATE: April 16, 2019
SUBJECT: Home Rule Request regarding NYS Assembly Bill A.2508 to authorize a state monitor for the Town of Oyster Bay

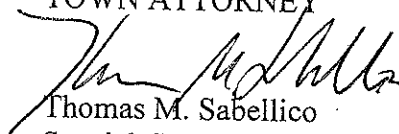
Hon. Charles D. Lavine, a member of the New York State Assembly, introduced legislation, Assembly Bill A.2508, to authorize a state monitor for the Town of Oyster Bay.

It is the understanding of this office that under the Rules of the Assembly, this bill cannot be reported out of committee until a Home Rule Request has been adopted and filed by the Town.

Accordingly, this office has prepared a resolution to authorize the Supervisor and Town Clerk to sign the appropriate Home Rule Request forms regarding Assembly Bill A.2508, and have the Town Clerk forward a copy of the resolution to Anthony Piscitelli, NYS Senate and David J. Mushett, NYS Assembly, together with the Home Rule Request.

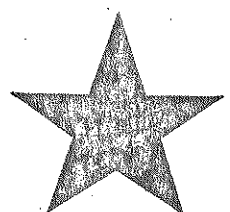
It is requested that this matter be placed on today's action calendar.

JOSEPH NOCELLA
TOWN ATTORNEY


Thomas M. Sabellico
Special Counsel

TMS/nb
Attachment
10-000
Town Attorney (w/7 copies)

S:\Attorney\RESOS 2019\MD & RESO\Home Rule Assembly MDs TMS.docx



Meeting of April 16, 2019

Resolution No. 266-2019

Reviewed By
Office of Town Attorney
Elizabeth A. Faughnan

WHEREAS, a bill was recently introduced in the State Legislature, that is, Senate Bill S.1713, to authorize a state monitor for the Town of Oyster Bay; and

WHEREAS, Senate Bill S.1713, submitted by Senator John E. Brooks, requires a Home Rule Request from the Town of Oyster Bay; and

WHEREAS, the Town Board is supportive of such measure,

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Oyster Bay hereby supports Senate Bill S.1713 as it relates to the authorization of a state monitor for the Town of Oyster Bay; and be it further

RESOLVED, That the Supervisor, or his designee, and the Town Clerk, are hereby authorized to sign the appropriate number of Home Rule Request forms in support of Senate Bill S.1713, as discussed above; and be it further

RESOLVED, that the Town Clerk shall forward a copy of this Resolution to the New York State Senate and to the New York State Assembly.

#

The foregoing resolution was not adopted after a poll of the members of the Board; the vote being recorded as follows:

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

cc: Supervisor
Town Attorney
Comptroller

Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: April 16, 2019

SUBJECT: Home Rule Request regarding NYS Senate Bill S.1713 to authorize a state monitor for the Town of Oyster Bay


Hon. John E. Brooks, a member of the New York State Senate, introduced legislation, Senate Bill S.1713, to authorize a state monitor for the Town of Oyster Bay.

It is the understanding of this office that under the Rules of the Senate, this bill cannot be reported out of committee until a Home Rule Request has been adopted and filed by the Town.

Accordingly, this office has prepared a resolution to authorize the Supervisor and Town Clerk to sign the appropriate Home Rule Request forms regarding Senate Bill S.1713, and have the Town Clerk forward a copy of the resolution to Anthony Piscitelli, NYS Senate and David J. Mushett, NYS Assembly, together with the Home Rule Request.

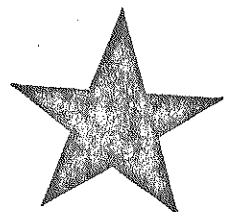
It is requested that this matter be placed on today's action calendar.

JOSEPH NOCELLA
TOWN ATTORNEY


Thomas M. Sabellico
Special Counsel

TMS/nb
Attachment
10-000
Town Attorney (w/7 copies)

S:\Attorney\RESOS 2019\MD & RESO\Home Rule Senate MDs TMS.docx



WHEREAS, George Baptista, Jr., Deputy Commissioner, Department of Environmental Resources, by memorandum dated April 15, 2019, requested that the Town Board authorize the Town to enter into an agreement with the Center for Marine Education and Recreation at Oyster Bay d/b/a The Waterfront Center (hereinafter referred to as "The Waterfront Center"), located at 1 West End Avenue, Oyster Bay, New York 11771, establishing the framework for the management of the floats, docks and other appurtenances utilized by The Waterfront Center in Town of Oyster Bay waters and adjacent Town Lands, consistent with the applicable regulations of the Town of Oyster Bay as it relates to such items,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Supervisor and/or his designee is hereby authorized to enter into the annexed agreement with the Center for Marine Education and Recreation at Oyster Bay d/b/a The Waterfront Center, located at 1 West End Avenue, Oyster Bay, New York 11771, establishing the framework for the management of the floats, docks and other appurtenances utilized by The Waterfront Center in Town of Oyster Bay waters and adjacent Town Lands, consistent with the applicable regulations of the Town of Oyster Bay as it relates to such items.

-#-

Ms.
Reviewed By
Office of Town Attorney
Elizabeth A. Faughnan

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

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

cc: Supervisor
Town Attorney
Comptroller
Environmental Resources

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

April 15, 2019

TO : MEMORANDUM DOCKET

FROM : NEIL O. BERGIN, COMMISSIONER
DEPARTMENT OF ENVIRONMENTAL RESOURCES

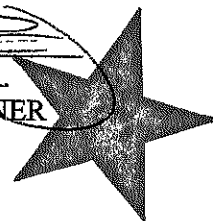
SUBJECT : THE CENTER FOR MARINE EDUCATION AND RECREATION
DOCK AND PIER UTILIZATION AGREEMENT

The Department of Environmental Resources requests Town Board approval to enter into an agreement with The Center for Marine Education and Recreation located at 1 West End Avenue, Oyster Bay, New York, that establishes the framework for the management of the floats, docks and other appurtenances utilized by The Center for Marine Education and Recreation in Town of Oyster Bay waters and adjacent town lands, consistent with the applicable regulations of the Code of the Town of Oyster Bay as it relates to the aforementioned items.

Town Board approval authorizing the Supervisor and/or his designee to execute this Agreement is respectfully requested.

It is respectfully requested that the rules be suspended and that this matter be acted upon at the April 16, 2019 Town Board meeting.


GEORGE BAPTISTA JR.
DEPUTY COMMISSIONER



GB
c. Town Attorney with 7 Copies

Meeting of April 16, 2019

Resolution No. 268-2019

Reviewed By
Office of Town Attorney
[Signature]

WHEREAS, Joseph Nocella, Town Attorney, and Thomas M. Sabellico, Special Counsel, by memorandum dated April 15, 2019, have advised the Town Board that as part of the Town's ongoing effort to relocate the Town facilities presently located at 150 Miller Place, Syosset, New York, the Town has identified the property located at 915 South Oyster Bay Road, Bethpage, known and designated as Section 46, Block G, Lot 94 on the Land and Tax Map of Nassau County, which is currently being offered for sale by the County of Nassau; and

WHEREAS, the property is 2.26 acres and is improved with a 17,600 square foot one story garage/industrial building, with a 22 foot ceiling height; and

WHEREAS, the County and the Town have reached an agreement that the fair and reasonable purchase price of said property is \$2,100,000, the value as established by appraisal; and

WHEREAS, in connection with the purchase of this property, the Town will incur incidental costs and expenses at closing, such as title search and title insurance, and fees for the filing of the deed and other documents; and

WHEREAS, George Baptista, Jr., Deputy Commissioner, Department of Environmental Resources, by memorandum dated April 12, 2019, pursuant to the provisions of the New York State Environmental Review Act (6 NYCRR Part 617) and the Town of Oyster Bay Environmental Quality Review Law (Chapter 110 of the Code of the Town of Oyster Bay), classified the proposed purchase as Type II pursuant to the SEQRA Type II Actions List, at 6 NYCRR Sec. 617.5(c), item #26, pertaining to "routine or continuing agency administration and management, not including new programs or major reordering or priorities that may affect the environment" and as such found that the said proposed action does not require the completion of an Environmental Impact Statement (EIS), or any review or other procedural activities pursuant to SEQRA; and

WHEREAS, Joseph Nocella, Town Attorney, and Thomas M. Sabellico, Special Counsel, by memorandum dated April 15, 2019, have requested Town Board authorization for the Supervisor or his designee to execute a Contract for the purchase of 915 South Oyster Bay Road, Bethpage, New York, for the purchase price of \$2,100,000, after such Contract has been negotiated for and approved by the Town Attorney,

NOW, THEREFORE, BE IT RESOLVED, That the Supervisor, or his designee, is hereby authorized to sign the Contract of Sale for the purchase of the property located at 915 South Oyster Bay Road, Bethpage, New York, for the purchase price of \$2,100,000, from the County of Nassau, after said Contract has been negotiated and approved by the Town Attorney; and be it further

RESOLVED, That the Comptroller be authorized to pay the earnest money deposit for said purchase, as determined by the Town Attorney, to the County of Nassau.

-#-

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

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

cc: Supervisor
Town Attorney
Comptroller

268

Town of Oyster Bay
Inter-Departmental Memo

TO: MEMORANDUM DOCKET

FROM: Office of the Town Attorney

DATE: April 15, 2019

SUBJECT: Acquisition of: 915 South Oyster Bay Road
Bethpage, New York
Section 46, Block G, Lot 94

As part of the Town's ongoing effort to relocate the Town facilities presently located at 150 Miller Place, Syosset, New York, the Town has identified the above-referenced parcel, which is currently being offered for sale by the County of Nassau. The property is 2.26 acres and is improved with a 17,600 square foot one story garage/industrial building, with a 22 foot ceiling height. The County and the Town have reached an agreement that the fair and reasonable purchase price of said property is \$2,100,000, the value as established by appraisal.

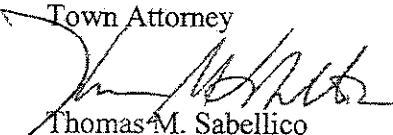
In connection with the purchase of this property, the Town will incur incidental costs and expenses at closing, such as title search and title insurance, and fees for the filing of the deed and other documents.

With regard to the proposed acquisition of the above-referenced property and the provisions of the New York State Environmental Review Act (6 NYCRR Part 617) and the Town of Oyster Bay Environmental Quality Review Law (Chapter 110 of the Code of the Town of Oyster Bay), the memorandum of George Baptista, Jr., Deputy Commissioner, Department of Environmental Resources, dated April 12, 2019, classified the proposed purchase as Type II pursuant to the SEQRA Type II Actions List, at 6 NYCRR Sec. 617.5(c), item #26, pertaining to "routine or continuing agency administration and management, not including new programs or major reordering or priorities that may affect the environment" and as such found that the said proposed action does not require the completion of an Environmental Impact Statement (EIS), or any review or other procedural activities pursuant to SEQRA.

This office has been asked to negotiate a Contract of Sale for the purchase of this property from the County of Nassau, and requests that the Town Board authorize the Supervisor or his designee to execute a Contract for the purchase of the above-referenced property for the purchase price of \$2,100,000, after such Contract has been negotiated for and approved by the Town Attorney.

It is requested that the rules be suspended and this matter be placed on the April 16, 2019 calendar for action.

JOSEPH NOCELLA
Town Attorney


Thomas M. Sabellico
Special Counsel

TMS/nb
Town Attorney (w/7 copies)
2019-7075

