APPROVED COMMISSIONER OF HUMAN RESOURCES

Meeting of April 20, 2021

RESOLUTION P-7-2021

WHEREAS, The 2021 Budget, adopted October 27, 2020 established the titles and salaries of officers and employees of the Town of Oyster Bay pursuant to Section 27 of Town Law, and other Local Laws relating to the establishment of Town Departments, and Rules and Regulations governing appointments, etc., of employees; and

WHEREAS, The adoption of said 2021 Budget, on October 27, 2020, was by a Resolution of the Town Board; and

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

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

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

Meeting of April 20, 2021

Resolution No. TF-5-2021

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

ITEM NO. 005-21	DEPT. DPW	AMOUNT \$40,000.00	FROM DPW A 1640 41230 000 0000
		\$40,000.00	TO DPW A 1640 44900 000 0000
006-21	DPW	\$150.00	FROM DPW SR 8160 41600 000 0000
		\$150.00	TO . DPW SR 8160 25000 000 0000
007-21	EXE	\$3,100.00	INCREASE TWN SF09 0001 01081 000 0000
		\$3,100.00	INCREASE TWN SF09 3410 45300 000 0000

Office of Town Attorney

My
My
MARCH

#

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

TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

April 6, 2021

TO

: MEMORANDUM DOCKET

FROM

: RICHARD W. LENZ, P.E., COMMISSIONER OF DPW/HIGHWAY

SUBJECT: AMENDMENT TO THE 2021 OPERATING BUDGET

Kindly arrange to transfer funds for the C.V.M. Division as follows:

ACCOUNT NO.

OBJECT DESCRIPTION

AMOUNT

DECREASE:

DPW A-1640-41230-000-0000

PARTS

\$40,000.00

INCREASE:

DPW A-1640-44900-000-0000

OTHER CONTRACT

\$40,000.00

This transfer is necessary to provide sufficient funds in order to pay invoices.

RICHARD W. LENZ

COMMISSIONER OF DPW/HIGHWAY

RWL/MC/sb

C: Michael Cipriano, Division Head/CVM Robert Tassone, Storekeeper I

Town of Oyster Bay

Inter-Departmental Memo

April 6, 2021

TO:

Memorandum Docket

FROM:

Daniel M. Pearl, Deputy Commissioner/Sanitation-Recycling

SUBJECT:

Transfer of Funds

The Department of Public Works- Sanitation/Recycling Division requests Town Board authorization to transfer the following funds:

From:

DPW SR 8160 41600 000 0000

Materials & Supplies

\$150.00

To:

DPW SR 8160 25000 000 0000

General Equipment

\$150.00

This transfer is necessary to cover the balance of the cost of a purchase of a commercial ice

machine for the Sanitation/Recycling Division.

Daniel M. Fearl

Deputy Commissioner

Sanitation/Recycling Division

DMP/tml

CC:

Steven Ballas, Comptroller

Docket memo transfer of funds for Ice Machine April 2021 .doc

Town of Oyster Bay Inter-Departmental Memo

April 9, 2021

To:

Memorandum Docket

From:

Robert Darienzo, Director of Finance

Subject:

Transfer of Funds

In order to provide funds for cover the costs of hydrant rentals in the Plainview Fire Protection District, the following transfer of funds is hereby requested:

Increase:

TWN SF09 0001 01081 000 0000 Other PILOTS 3,100.00

Increase:

TWN SF09 3410 45300 000 0000 Hydrant Rental 3,100.00

Thank you.

Robert Dartenzo Director of Finance

RD/rd

Word/Documents/Docket/TOF 2021 SF09

Reviewed By Office of Town Attorney

WHEREAS, the Town Board of the Town of Oyster Bay has reviewed a proposed Local Law entitled "A LOCAL LAW TO ADD SECTION 246-5.5.34 – RESTRICTIONS ON SALE OF VAPING AND MARIJUANA PRODUCTS, VAPE SHOPS, HOOKAH LOUNGES, MARIJUANA DISPENSARIES AND MARIJUANA SHOPS, TO CHAPTER 246 – ZONING, OF THE CODE OF THE TOWN OF OYSTER BAY"; and

WHEREAS, a duly advertised Public Hearing on said legislation was held by the Town Board of the Town of Oyster Bay on March 30, 2021, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, the Town of Oyster Bay Department of Environmental Resources, Town Environmental Quality Review Division, by memorandum dated March 25, 2021, recommended Town Board determination that the subject legislation is deemed to fall under the New York State Environmental Quality Review Act, 6 NYCRR, Part 617, Section 617.5(c), Type II Actions List, as Item No. 26, relative to "routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment", and as such does not require completion of an Environmental Impact Statement or any additional environmental review or other procedural activities,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board of the Town of Oyster Bay declares that such Local Law to amend the Code of the Town of Oyster Bay by adding Section 246-5.5.34, is a Type II Action, pursuant to the New York State Environmental Quality Review Act (6 NYCRR, Part 617, Section 617.5[c]), Type II Actions List, Item No. 26; and be it further

RESOLVED, That said Local Law 3 -21, entitled "A LOCAL LAW TO ADD SECTION 246-5.5.34 – RESTRICTIONS ON SALE OF VAPING AND MARIJUANA PRODUCTS, VAPE SHOPS, HOOKAH LOUNGES, MARIJUANA DISPENSARIES AND MARIJUANA SHOPS, TO CHAPTER 246 – ZONING, OF THE CODE OF THE TOWN OF OYSTER BAY," is hereby adopted and shall take effect immediately upon filing with the Secretary of State; and be it further

RESOLVED, That the Town Attorney is hereby authorized and directed to file this Local Law with the Secretary of State.

#

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

NEW YORK STATE DEPARTMENT OF STATE 41 STATE STREET ALBANY, NY 12231

Local Law Filing	cal Law Filing
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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.____3 of the year 2021

A local law entitled

"A LOCAL LAW TO ADD SECTION 246-5.5.34 - RESTRICTIONS ON SALE OF VAPING AND MARIJUANA PRODUCTS, VAPE SHOPS, HOOKAH LOUNGES, MARIJUANA DISPENSARIES AND MARIJUANA SHOPS, TO CHAPTER 246 - ZONING, OF THE CODE OF TOWN OF OYSTER BAY."

Be it enacted by the Town Board of the Town of Oyster Bay as follows:

Section 1. Add Section 246-5.5.34, Restrictions on Sale of Vaping and Marijuana Products, Vape Shops, Hookah Lounges, Marijuana Dispensaries and Marijuana Shops, to Chapter 246, Zoning, of the Town Code as follows:

§ 246-5.5.34 Restrictions on Sale of Vaping and Marijuana Products, Vape Shops, Hookah Lounges, Marijuana Dispensaries and Marijuana Shops.

§ 246-5.5.34.1 Legislative Intent.

The Town 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 marijuana products and the location of vape shops, hookah lounges, marijuana dispensaries, and marijuana shops to particular areas. In addition, all establishments that sell vape products, e-cigarettes, hookahs and accessories, and marijuana and marijuana products will be required to display signage that explains the potential dangers in using such products.

§ 246.-5.5.34.2 otherwise:

Definitions. As used in this local law, unless the context clearly requires

CBD

Cannabidiol, a naturally occurring compound found in the resinous flower of cannabis.

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 includes the on-site indoor smoking of electronic cigarettes, vape pens, vapors, and pipes, as defined herein, e-liquids, or marijuana derivatives, including only CBD, as defined herein, or other substances, but not including THC, as defined herein. "Smoking" includes the inhalation of the smoke/e-liquid nicotine/vapors water pipe tobacco and other substances encased in electronic cigarettes, vape pens, vapors, 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 other substance; which hookah pipe is also commonly referred to as a hookah, waterpipe, shisha or narghile.

MARIJUANA

Same definition ascribed to "marihuana" in NY Public Health Law § 3302: all parts of the plant of the genus Cannabis, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. It does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant, which seed is incapable of germination.

MARIJUANA DISPENSARY

A dispensary is a location (whether business or non-profit) where patients or consumers can access prescribed Marijuana (cannabis) in a legal and safe manner. Users get assistance from experts (bud tenders) who find an optimal dosage and recommend the delivery method to achieve optimal results when using medical cannabis.

MARIJUANA SHOP

Any establishment which offers for sale or consideration, for on premises or off premises consumption, if allowed by law, marijuana or marijuana derivatives, which contain THC, in any form, including cigarettes, electronic cigarettes, pipes, vape pens, vapors, e-liquid, or any other product. This shall include recreational marijuana products, but shall exclude any non-prescription marijuana product or derivative that only contains CBD but not THC.

VAPE SHOP

Any establishment which offers for sale or consideration, electronic cigarettes, electronic pipes, vape pens, vapors, e-liquid, marijuana derivatives, including CBD or other substances, but not THC, 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, eliquids, 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) Notwithstanding the above considerations, the following shall be conclusive in determining substantial or significant portion:
 - a) Twenty-Five 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) Twenty-Five 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) Twenty-Five 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) Twenty-Five 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.

THC

Tetrahydrocarmabinol, is the main psychoactive compound in carmabis that produces the high sensation.

§ 246.-5.5.34.3 Restrictions on location of hookah lounges, vape lounges, smoke shops, vape shops, marijuana dispensaries and marijuana shops.

- (A) Hookah lounges, vape lounges, smoke shop, vape shop, marijuana dispensary or marijuana shop uses shall be allowable only in a Light Industry (LI) zoning district subject to issuance of a Special Use Permit by the Town of Oyster Bay Zoning Board of Appeals, and subject to the regulations set forth in this section. (See Sec. 246-5.2 Schedule annexed.)
- (B) The lot line of any property whereupon exists a hookah lounge, vape lounge, smoke shop, vape shop, marijuana dispensary or marijuana 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. hookah pipes, marijuana or marijuana products in the Town of Oyster Bay 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, hookah pipes, marijuana or marijuana products including, at a minimum, the following statement: WARNING: electronic cigarettes, vape pens, vapors, e-liquids, and marijuana contain nicotine. Nicotine is an addictive chemical.
- (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.

Section 2. SEQR Determination.

It is hereby determined pursuant to the provisions of the State Environmental Quality Review Act, (SEQR), 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., that the adoption of this local law is a "Type II" Action within the meaning of Section 617.5 (c)(26) of 6 N.Y.C.R.R., pertaining to "routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment" and, accordingly, is of a class of actions which do not have a significant effect on the environment and no further review is required.

Section 3. Severability.

If any 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.

2021 of the Town of	at the local law annexed hereto, designated as local law No3of Oyster Bay was duly passed by the Town Board on March 30, 2021, in accordance provisions of law.
ma de approacte	provisions of faw.
	Clerk of the Town of Oyster Bay
(Seal)	Date: _March 30
(Certification to be	executed by Town Attorney).
STATE OF NEW COUNTY OF <u>N</u>	
I, the undersigned, proper proceedings	hereby certify that the foregoing local law contains the correct text and that all have been had or taken for the enactment of the local law annexed hereto. Signature Town Attorney Title
	Town of Oyster Bay
	Date: March 30 2021

OYSTER BAY CODE

Town of Oyster Bay § 246-5.2 Schedule of Use Regulations - Nonresidence Districts

				Non	Nonresidence District Designation	strict Design	nation			
Uses										
Uses Permitted Only Where Specifically Indicated	REC	80	8	SB.	8	9 <u>9</u>	WF-A	WF-B	ORD	_
Hookah Lounges, Vape Lounges, Smoke Shops, Vape										j
Shops, Marijuana Dispensaries and Marijuana Shops (§										
(246-5,5.34)										(A07/02)
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OYSTER BAY CODE

Town of Oyster Bay § 246-5.2 Schedule of Use Regulations - Residence Districts

Ilcated REC RO OB NB Vape Shops (§					Res	idence Dist	Residence District Designation	ation			
ermitted Only Where Specifically Indicated REC RO OB NB CB GB WF-A WF-B indicated Shops, Vape Jounges, Smoke Shops, Vape Juana Dispensaries and Marijuana Shops (§	Qses										
Vape Shops (§	Uses Permitted Only Where Specifically Indicated	REC	80	90	SS SS	٣	9	14/6_0	MED	ç	:
Shops, Marijuana Dispensaries and Marijuana Shops (§ 246-5.5.3.4)	Hookah Lounges, Vape Lounges, Smoke Shops. Vape							C. 11.	a-JAA	250	7
246-5.5.34)	Shops, Marijuana Dispensaries and Marijuana Shops (6										
	246-5.5.34)		•								

Reviewed By Office of Town Attorney

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated March 10, 2021, requested and recommended Town Board authorization to co-sponsor the following events with the Greater Long Island Running Club (GLIRC), under the following terms and conditions:

1. Races to be conducted on the following dates:

ASPIRE 10K Race

Saturday, August 21, 2021

Tobay Junior Triathlon for Children

Saturday, August 28, 2021

Runner's Edge Tobay Triathlon

Sunday, August 29, 2021

& Tri-Relay

Supervisor's Annual 5K Run

Saturday, October 16, 2021

- All races will be sanctioned by USA Track & Field (USATF) provided by the GLIRC.
- 3. All courses will be certified and registered with USATF by the GLIRC.
- USATF will provide all runners with insurance through the GLIRC in a timely manner before each race. GLIRC will provide the Town with said certificate of insurance before each event.
- 5. The races will be administered by the GLIRC.
- 6. Refreshments for the courses as well as those needed during the race will be provided by the GLIRC.
- 7. All fees will be collected and accounted for by the GLIRC, as follows:

A) ASPIRE 10K Race:

Pre-register \$25.00 Day of Race \$30.00

B) Runner's Edge Tobay Triathlon & Tri-Relay:

Non-resident Individuals:

\$75.00 postmarked by 4/30/21 \$90.00 postmarked by 5/1/21 - 7/15/21 \$110.00 postmarked by 7/16/21 - 8/10/21

\$120.00 postmarked by 8/11/21 - 8/25/21 \$135.00 postmarked by 8/27/21 - until entries close

Town of Oyster Bay residents deduct \$10.00 from these fees.

Entire Team Relay:

Team/Person \$120.00 postmarked by 4/30/21

\$140.00 postmarked by 5/1/21 - 7/15/21 \$160.00 postmarked by 7/16/21 - 8/10/21 \$180.00 postmarked by 8/11/21 - 8/25/21

\$195.00 postmarked by 8/27/21- until entries close

Town of Oyster Bay residents deduct \$6.00 per team member from the above fees.

C) Tobay Junior Triathlon for Children:

Pre-register \$25.00 Day of Race \$30.00

D) Supervisor's 5K Run

Non-resident \$25.00 Town Resident \$21.00 Day of Race \$30.00

- 8. Sponsors to enhance the event may be added by the GLIRC, upon the approval of the Commissioner of the Department of Parks.
- 9. Camera ready artwork for applications and results books will be provided by the GLIRC, printed on recycled paper by the Town of Oyster Bay, except for the Triathlon results book.
- 10. The Town will provide awards for the Supervisor's 5K Race. The Department of Parks will provide partial payment for clothing items for the Triathlon - not to exceed \$3,000.00, and payment, not to exceed \$2,000.00, will be provided for the cost of printing the Runner's Edge Tobay Triathlon results book. The cost for the printing and timing services will be charged to Account No. PKS A 7110 44900 000 0000.

- The Town will provide use of Showmobile, portable lights, traffic cones and barricades, orange mesh fencing and portable bleachers with fees waived.
- 12. All personnel necessary to conduct race registration for each race must be provided by the GLIRC.
- 13. Numbers for runners must be provided by the GLIRC, and logos on same must be approved by the Commissioner of the Department of Parks.
- 14. The awards ceremony immediately following each event must be conducted by the GLIRC. Awards, as listed, must bear the Town logo.

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are granted, and the Department of Parks is hereby authorized to co-sponsor the abovementioned events with the Greater Long Island Running Club, under the above stated conditions; and be it further

RESOLVED, That the Department of Parks is further authorized to provide partial payment for clothing items for the Triathlon in an amount not to exceed \$3,000.00, and payment for the cost of printing the Runner's Edge Tobay Triathlon results book in an amount not to exceed \$2,000.00, and the Comptroller is hereby authorized and directed to make payment for same upon presentation of a duly certified claim, after audit, with the funds for the costs for the printing and the partial payment for the timing services to be drawn from Account No. PKS A 7110 44900 000 0000.

#-

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

4

TOWN OF OYSTER BAY Inter-Departmental Memo

March 10, 2021

TO:

MEMORANDUM DOCKET

FROM:

JOSEPH G. PINTO, COMMISSIONER OF PARKS

SUBJECT:

2021 TOWN OF OYSTER BAY & GREATER LONG ISLAND

RUNNING CLUB SPONSORED RACES

Permission to conduct the following events with the Greater Long Island Running Club (GLIRC) is requested.

The events will be conducted under the following terms and conditions:

- 1. All races will be sanctioned by USA Track & Field (USATF) provided by the GLIRC.
- 2. All courses will be certified and registered with USATF by the GLIRC.
- 3. USATF will provide all runners with insurance through the GLIRC in a timely manner before each race. GLIRC will provide the Town with said certificate of insurance before each event.
- 4. The races will be administered by the GLIRC.
- 5. Refreshments for the courses as well as those needed during the race will be provided by the GLIRC.
- 6. All fees will be collected and accounted for by the GLIRC:

Aspire 10K Race:

Pre-register \$25.00 Day of Race \$30,00

Runner's Edge Tobay Triathlon & Tri-Relay:

Non-resident Individuals:

\$75.00 postmarked by 4/30/21

\$90.00 postmarked by 5/1/21- 7/15/21

\$110.00 postmarked by 7/16/21 - 8/10/21

\$120.00 postmarked by 8/11/21 - 8/25/21

\$135.00 postmarked by 8/27/21- until entries close

Town of Oyster Bay residents deduct \$10.00 from these fees.

Entire Team Relay:

\$120.00 postmarked by 4/30/21

\$140.00 postmarked by 5/1/21 - 7/15/21

\$160.00 postmarked by 7/16/21 - 8/10/21

\$180.00 postmarked by 8/11/21 - 8/25/21

\$195.00 postmarked 8/27/21 until entries close

Town of Oyster Bay residents deduct \$6.00 per team member from the above fees.

Tobay Junior Triathlon for Children:

Pre-register \$25.00 Day of Race \$30.00



Supervisor's 5K Run:

Non-resident \$25.00 Town Resident \$21.00 Day of Race \$30.00

- 7. Sponsors to enhance the event may be added by the GLIRC, upon the approval of the Commissioner of the Department of Parks.
- 8. Camera ready artwork for applications and results books will be provided by the GLIRC, printed on recycled paper by the Town of Oyster Bay, except for the Triathlon results book.
- 9. The Town will provide awards for the Supervisor's 5K Race. The Department of Parks will provide partial payment for clothing items for the Triathlon not to exceed \$3,000.00. Payment, not to exceed \$2,000, will be provided for the cost of printing the Runner's Edge Tobay Triathlon results book. The cost for the printing and timing services will be charged to PKS A 7110 44900 000 0000 or any other appropriate accounts.
- 10. The Town will provide use of the Showmobile, portable lights, traffic cones and barricades, orange mesh fencing, and portable bleachers with fees waived.
- 11. All personnel necessary to conduct race registration for each race must be provided by the GLIRC.
- 12. Numbers must be provided by the GLIRC, and logos on same must be approved by the Commissioner of the Department of Parks.
- 13. The awards ceremony immediately following each event must be conducted by the GLIRC. Awards, as listed, must bear the Town logo.
- 14. The races will be conducted as follows:

Aspire 10K Race Tobay Junior Triathlon for Children Runner's Edge Tobay Triathlon & Tri-Relay Supervisor's Annual 5K Run

Saturday, August 21,2021 Saturday, August 28, 2021 Sunday, August 29, 2021 Saturday, October 16, 2021

The Department of Parks recommends Town Board approval for the outlined events.

Joseph G. Pinto Commissioner of Parks

Patrice Caputo

From: Sent: Mike Polansky <mike@glirc.org> Monday, March 22, 2021 2:38 PM

To:

Jackie Devlin

Subject:

Amenities for GLIRC/TOBAY Joint Ventures - the Aspire 10K, the Oyster Bay Town

Supervisor's 5K, and the TOBAY Triathlon/Junior Triathlon

We respectfully request that, as in the past, the Town provide, barricades, mesh fencing, traffic cones, and the Showmobile, without charge to all three events.

Also as in the past, we respectfully request that the Town provide the awards for the Aspire 10K and the Supervisor's 5K.

And also as in the Past, we respectfully request that the Town subsidize the first \$3000 for Triathlon giveaways and the first \$2000 towards the printing of the Triathlon results books, as well as incidental printing of flyers for all three events.

Please thank the Supervisor, the Town Board and Commissioner Pinto for their continued support.

Mike

Mike Polansky, President Greater Long Island Running Club

101 Dupont Street - Suite 24 Plainview, NY 11803

Website: www.glirc.org
Office: 516-349-7646

Reviewed By Office of Town Atlorney

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated March 9, 2021, requested Town Board authorization to employ the services of the Nassau County ASA Umpires Association, in connection with the Town of Oyster Bay Senior Citizen Softball League, for one hundred seventy (170) games during the 2021 softball season, for a total amount not to exceed \$10,000.00, at a rate of \$50.00 per seven inning game, and the Association imposes a travel fee of \$15.00 per occurrence for travel expenses should a team fail to cancel a game in advance because of field or weather conditions.

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of Parks is hereby authorized to employ the services of the Nassau County ASA Umpires Association, in connection with the Town of Oyster Bay Senior Citizen Softball League, for one hundred seventy (170) games, during the 2021 softball season, for a total amount not to exceed \$10,000.00, at the rates as set forth hereinabove; 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 funds for said payment are to be drawn from Account No. PKS A 7110 44900 000 0000.

ш

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

5

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO: Memorandum Docket

FROM: Joseph Pinto, Commissioner of Parks

DATE: March 9,2021

SUBJECT: Umpire Services for Senior Citizen Softball

The Department of Parks requests Town Board authorization to employ the services of the Nassau County ASA Umpires Association to provide officials for the Town's Senior Citizen softball league for the 2021 season. Town Board Resolution No. 224-2020, dated 3/17/20, authorized the Association's services for 2020.

The services of the Umpires Association are requested for 170 games at a rate of \$50.00 per seven-inning game, an increase of \$2.00 per game from 2020, the total amount not to exceed \$10,000.00. Should a team fail to cancel a game in advance due to field or weather conditions the Association charges a fee of \$15.00 per occurrence for travel expenses.

Attached is a current Certificate of Liability Insurance from the Long Island Senior Softball Association that has been reviewed and approved by the Town of Oyster Bay's Office of the Town Attorney.

This has been procured under guideline 5b of the new procurement Resolution No. 154-2021.

Therefore, it is respectfully requested that the Town Board authorize the Department of Parks to employ the services of the Nassau County ASA Umpires Association. Funds for this purpose are available in account PKS A 7110 44900 000 0000.

Joseph Pinto
 Commissioner of Parks



CERTIFICATE OF LIABILITY INSURANCE

DATE (MARDDIYYYY) 01/26/2021

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 policyfies) 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 endorse

PRODUCER RPS Soffinger		CONTACT		
220 Jefferson Park Whippany, NJ 07961		PHONE	FAX	
PHONE: 1-800-446-5311 FAX: 573-521-8	474	(AC, No. Ech; 800-446-5311	[AC, No.): 9	73-921-8474
		ADDRESS:		
		INSURER(S) AFFORDING	COVERAGE	NAIC #
		MSURER A: Markel Insurance Company	7	38975
vsureo USA Softball Adult Team Regisi 2801 N.E. 50th Street	-intertion Fighting to 175	BESURER B:	100000	
	Istration-Liability insurance Program	INSURER C:		
Oklahoma City, OK 73111		ANGURER D:		
ordersona dieg die ruit i		W 型用ER 芒		
		INSURER F:		
OVERAGES	POLICY CHANGE NUMBER: ATL202	216532 REVISIO	N NUMBER:	

FRANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

insr Lth	TYPE OF INSURANCE	ADDL Mar	ALIBR WVD	POLICY NUMBER	POLICY EFF (NA/DONYYYY)	POLICY EXP (MANDD/YYYY)	LIMITS	
A	CLAIMS-MADE X OCCUR			3602AH230069	01 <i>1</i> 27/2021	01/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (EL OCCURENCE)	\$2,000,000 \$1,600,000
	SENTL AGGREGATE LIMIT APPLIES PER: POLICY PRO- JECT X LOC	x	Sexua Sexua	*Non-participants only al Abuse & Molestation Liab p al Abuse & Molestation Aggre	er occumence: 1 gate limit: 32,00	\$2,000,000 0,000	MED DIP (AT) CORPOSCO) PERSONAL & ADVINUTY GENERAL ASSISSATE PRODUCTS - CORPOR ASS	\$10,000* \$2,000,000 \$5,000,000 \$2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL GANNED AUTOS AUTOS HIRED AUTOS UMBRELLA LIAB CLAAS-						COMBINED SEXSLE LIBIT (Es accident) SOCIAT WALFTY (For person) SOCIAT WALFTY (For person) PROPERTY CAMAGE (For accident) EACH OCCURRENCE	\$ \$ \$ \$ \$ \$ \$ \$
	DED RETENTION \$						AGGRESATE	<u>s</u>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR PATNOR PECCUTIVE Y/N OFFICER NUMBER EXCHANGED? (Mandatory in NH) I goe, describe under DESCREPTION OF OPERATIONS below	N/A				,	PER STATUTE ER EL EACH ACCIDENT EL DISEASE - DA BAPLOYEE EL DISEASE - POLICY LIMIT	\$ \$
	OTHER CRIPTION OF OPERATIONS / LOCATIONS /				~		No Accident insurance is provided by the	is certificate

N OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

COVERAGE UNDER THIS POLICY SHALL APPLY TO LIABILITY OF LONG ISLAND SENIOR SOFTBALL ASSOCIATION INC. ARISING OUT OF THE ADMINISTRATION, PLBY OR PROTECTION OF THE ADMINISTRATION, PLBY OR PROPERTY DAMAGE. THE CERTIFICATE HOLDER BELOW IS HAMED AS AN ADDITIONAL INSURED TO THIS POLICY, ALL UMPIRES MUST BE USA SOFTBALL REGISTERED OR THE UMPIRES AND ANY ADDITIONAL INSUREDS WILL HAVE NO COVERAGE FOR AN UMPIRE LIABILITY CLAIM, 198% REGISTRATION IN USA SOFTBALL FOR TEAMS AND UMPIRES IS REQUIRED.

CERTIFICATE HOLDER	CANCELLATION
Town of Oyster Bay 977 Hicksville Road Massapequa, NY 11758	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

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ACORD 25 (2016/03)

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Page 1 of 1

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated March 13, 2020, requested Town Board authorization to employ the services of the Nassau County ASA Umpires Association, in connection with the Town of Oyster Bay Senior Citizen Softball League, for one hundred seventy (170) games during the 2020 softball season, at the rate of \$48.00 per seven-inning game, for a total amount not to exceed \$10,000.00, plus a travel fee of \$15.00 per occurrence should a team fail to cancel a game in advance because of field or weather conditions,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and the Department of Parks is hereby authorized to employ the services of the Nassau County ASA Umpires Association, in connection with the Town of Oyster Bay Senior Citizen Softball League, for one hundred seventy (170) games, during the 2020 softball season, at the rate of \$48.00 per seven-inning game, for a total amount not to exceed \$10,000.00, plus a travel fee of \$15.00 per occurrence should a team fail to cancel a game in advance because of field or weather conditions; 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 funds for said payment are to be drawn from Account No. PKS A 7110 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
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Аус
Councilwoman Walsh	Aye

Reviewed By Office of Youn Adorney

WHEREAS, the Town of Oyster Bay has applied for, and the New York State Department of Environmental Conservation (NYSDEC) has approved, a grant of up to \$36,000.00 through the NYSDEC 2018 Household Hazardous. Waste Assistance Program to reimburse the Town for eligible expenses incurred in administering the "Stop Throwing Out Pollutants" (STOP) program for the period from January 1, 2018 through December 31, 2018; and

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated March 15, 2021, informed the Town Board that receipt of the aforesaid funding is contingent upon the execution of a State of New York Master Contract between the Town and the NYSDEC, and Commissioner Sammartano requested Town Board authorization to permit the Supervisor, or his designee, to execute all forms necessary in connection with the NYSDEC's 2018 Household Hazardous Waste Assistance Program,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Supervisor, or his designee, is authorized to execute all forms necessary in connection with reimbursement of eligible expenses under the New York State Department of Environmental Conservation's 2018 Household Hazardous Waste Assistance Program.

44

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



TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

TO:

MEMORANDUM DOCKET

FROM:

FRANK V. SAMMARTANO, COMMISSIONER

INTERGOVERNMENTAL AFFAIRS

DATE:

MARCH 15, 2021

SUBJECT:

2018 HOUSEHOLD HAZARDOUS WASTE STATE ASSISTANCE

PROGRAM

The Town of Oyster Bay has been approved to receive up to \$36,000 through the New York State Department of Environmental Conservation's (NYSDEC) 2018 Household Hazardous Waste Assistance Program. Funding through this Program is provided to the Town in reimbursement for costs incurred in administering the "Stop Throwing Out Pollutants" (S.T.O.P) Program from January 1, 2018 through December 31, 2018. Receipt of this grant funding is contingent upon the execution of a State of New York Master Contract between the NYS DEC and Town.

We therefore respectfully request a Town Board Resolution authorizing the Supervisor or his authorized designee to execute a State of New York Master Contract with the New York State Department of Conservation in connection with the 2018 Household Hazardous Waste Assistance Program.

Frank V. Sammartano,

Commissioner

WHEREAS, Richard W. Lenz, P.E., Commissioner, Departments of Public Works/Highways, by memorandum dated March 12, 2021, advised that a request for proposals ("RFP") was issued to nine (9) firms and notice of the RFP was placed on the Town of Oyster Bay website, to procure engineering services relative to Highway Improvements to the Crescent Drive Area, Old Bethpage, Contract No. H20-210, and the Division of Engineering received nine (9) responses; and

WHEREAS, following a review and evaluation of all of the responses in compliance with the requirements of Guidelines 6 and 9 of the Town's Procurement Policy, Commissioner Lenz, by the aforementioned memorandum, requested and recommended that the Town Board authorize de Bruin Engineering, P.C., Westbury, New York, to provide the required preliminary surveying, site design, and bid work, for a total fee of \$591,900.00; and

WHEREAS, Robert W. de Bruin, P.E., de Bruin Engineering, P.C., by letter dated February 17, 2021, requested the use of GdB Geospatial L.S., P.C., Land Air Water Environmental Services, Inc. and Concrete Solutions, as sub-consultants for surveying, soil investigation, and construction materials testing services, respectively; and

WHEREAS, Commissioner Lenz, by said memorandum, requested Town Board authorization to permit de Bruin Engineering, P.C., to use GdB Geospatial L.S., P.C., Land Air Water Environmental Services, Inc. and Concrete Solutions, as sub-consultants for surveying, soil investigation, and construction materials testing services, respectively, and further requested that the Town Board authorize and direct the Town Comptroller to issue an encumbrance order, in the amount of \$591,900.00, to pay for aforesaid services related to Highway Improvements to the Crescent Drive Area, Old Bethpage under Contract No. H20-210; and

WHEREAS, the requested services to be provided by de Bruin Engineering, P.C., including the use of the above sub-consultants, are to be for a total amount not to exceed \$591,900.00. The costs for monitoring the initial design phase, are not to exceed \$290,000.00 and funds are available from Account No. HWY H5197 20000 000 2103 008, and Commissioner Lenz recommended that the sum of \$290,000.00 be encumbered at this time; and

WHEREAS, Commissioner Lenz has advised the Board that the Office of the Inspector General has reviewed the contract and the disclosure questionnaires submitted by the proposed vendor and subcontractors in accordance with the Town Procurement Policy.

NOW, THEREFORE, BE IT RESOLVED, That the requests and recommendations as hereinabove set forth are accepted and approved, and that de Bruin Engineering, P.C., is hereby authorized to provide the above-referenced engineering services relative to highway improvements to the Crescent Drive Area, Old Bethpage,, Contract No. H20-210, and to use GdB Geospatial L.S., P.C., Land Air Water Environmental Services, Inc. and Concrete Solutions, as sub-consultants for surveying, soil investigation, and construction materials testing services, respectively, in a total amount not to exceed \$591,900.00, and be it further

Reviewed By Office of Town Attorney

RESOLVED, That the Supervisor, or his designee, is hereby authorized to execute an agreement with de Bruin Engineering, P.C. for the above-referenced professional engineering services, and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to encumber the sum of \$290,000.00 for fees related to monitoring the initial design phase, and 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 2103 008.

-#-

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

TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

March 12, 2021

TO:

MEMORANDUM DOCKET

FROM:

RICHARD W. LENZ, P.E., COMMISSIONER

DEPARTMENT OF PUBLIC WORKS/HIGHWAY

SUBJECT:

AWARD OF ENGINEERING SERVICES AND THE USE OF SUB-CONSULTANTS

HIGHWAY IMPROVEMENTS TO THE CRESCENT DRIVE AREA, OLD BETHPAGE

CONTRACT NO. H20-210

ACCOUNT NO. HWY H 5197 20000 000 2103 008

PROJECT ID NO. 2103 HWYDB 03

On November 30, 2020, the Department of Public Works issued "Requests for Proposals" to 9 firms in accordance with the approved procurement procedure, in addition to an advertisement on the Town of Oyster Bay website. On December 18, 2020 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 deBruin Engineering, 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 questionnaire has been submitted.

The total fee for engineering services, as negotiated and based upon the scope of work as detailed in the RFP document, is \$591,900.00 for Design, Bid, and Construction Phases as stated in the attached letter from deBruin Engineers, P.C. dated February 17, 2021. deBruin Engineers, 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 the Design Phase only in Account No. HWY H5197 20000 000 2103 008, Project ID. 2103 HWYDB 03 for a total amount of \$290,000.00.

Further, the office of deBruin Engineers, P.C. request authorization to utilize, as sub-consultants, GdB Geospatial, L.S., P.C. for surveying services, Land Air Water Environmental Services, Inc. for soil investigations, and Concrete Solutions for Construction Materials Testing.

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

It is hereby requested that the Town Board authorize, by resolution, deBruin Engineers, P.C. to perform engineering services relative to the Design, Bid, and Construction Phases with only the Design Phase to be encumbered at this time in the amount of \$290,000.00 and the authorization by resolution to utilize, as sub-consultants, GdB Geospatial, L.S., P.C. for surveying services, Land Air Water Environmental Services, Inc., for soil investigations, and Concrete Solutions for Construction Materials Testing relative to Highway Improvements to the Crescent Road Area, Old Bethpage, Contract No. H20-210

RICHARÓ W. LENZ, P.E. COMMISSIONER

DEPARTMENT OF PUBLIC WORKS/HIGHWAY

RWL/JCT/MR/TLS/Ik

Attachment

cc: Steven Ballas, Comptroller

John Bishop, Deputy Commissioner/Highway

H20-210 DOCKET AWARD DE BRUIN DESIGN ONLY 290000



de Bruin Engineering P.C.

Civil Engineering & Construction Management

February 17, 2021

Richard W. Lenz, P.E. Commissioner of Public Works Town of Oyster Bay Department of Public Works 150 Miller Place Syosset, NY 11791–5699

Attn: John Tassone

Deputy Commissioner

Re: COST PROPOSAL

Design, Bid and Construction Phase Services

Crescent Road Area, Old Bethpage

Contract No. H20-210 de Bruin No. 6306

Dear Commissioner:

In accordance with your request, we are pleased to submit our Request for Authorization for Design, Bid and Construction phase services in connection with this project.

Our Request for Authorization is based on the Scope of Services described in our 12/18/2020 proposal. All work will be performed in accordance with the Standard Agreement for Consulting Services.

We proposed to perform the Design Phase (Survey, Borings, Design and Construction Documents) for a Lump Sum Fee as shown in the following table.

Design Phase (Lump Sum)	
Task	Fee
Survey	\$125,000
Borings	\$7,500
Design and Construction Documents	\$157,500
Design Phase Total	\$290,000



We proposed to perform Bid and Construction Phase services based on hourly rates using the standard multiplier of 3.0 times direct salary costs as shown in the following table. A breakdown of estimated manpower for bid and construction is attached.

Task	Fee
Bid (Hourly)	\$4,900
Construction (Hourly)	\$289,500
Concrete Testing (Out of Pocket)	\$7,500
and Construction Phase Total	\$301,900

We respectfully request approval of the following sub-consultants in connection with this work:

Sub-Consultant	Service
GdB Geospatial, L.S., P.C.	Surveying
(formerly Gayron de Bruín Surveying and Engineering, PC)	
Land Air Water Environmental Services, Inc	Soil Investigations
Concrete Solutions	Construction Materials Testing

Thank you for the opportunity to offer this cost proposal. We look forward to working with you on this project.

Sincerely yours,

Robert W. de Bruin, P.E.

73.66/B

Enclosure

Office of Town Attorney

Liabeth a Fauelman

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated March 18, 2021, requested Town Board authorization to employ the services of Scott Henderson, 13805 Hauser Street, Overland Park, Kansas 66221, to virtually provide entertainment on Saturday, April 24, 2021, at a total cost of \$350.00; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, advised that funds for payment of said services are available in Account No. CYS A 7020 47660 000 0000,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and the Supervisor, his designee or the Commissioner of the Department of Community and Youth Services, is authorized to execute an agreement with Scott Henderson, 13805 Hauser Street, Overland Park, Kansas 66221, to virtually provide entertainment at a total cost of \$350.00, for the purposes of providing entertainment to GAP Program participants; and be it further

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

#-

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

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

March 18, 2021

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 Scott Henderson to provide entertainment for the Group Activities Program (GAP). Scott Henderson, of 13805 Hauser Street, Overland Park, KS 66221 will virtually provide entertainment on Saturday, April 24, 2021.

The total cost of these services is \$350.00. Funds are available in Account CYS A 7020 47660 000 0000, *Special Events*. In accordance with Guideline 5, Section b, of the Town Procurement Policy, these services are exempt from the solicitation, written proposal or requirements of the policy.

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

Maureen A. Fitzgerald

Commissioner

MAF:jd



WHEREAS, Jackie DeMayo has requested to donate a memorial plaque and a bench to be placed in John J. Burns Park, Massapequa, in memory of Bill and Tommy Bernard; and

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

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated March 16, 2021, recommended that the Town accept said donation,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town hereby accepts the donation of \$850.00 from Jackie DeMayo to be deposited into Account No. PKS A 0001 02705 000 0000, to purchase a plaque and bench to be placed in John J. Burns Park, Massapequa, in memory of Bill and Tommy Bernard.

#

Supervisor Saladino Ay	/6
Councilwoman Johnson Ay	/e
Councilman Imbroto Ay	/e
Councilman Hand Ay	/e
Councilman Labriola Ay	7e
Councilwoman Maier Ay	7e
Councilwoman Walsh Ay	/e



Town of Oyster Bay Inter-Departmental Memo

TO:

Memorandum Docket

FROM:

Joseph G. Pinto, Commissioner of Parks

SUBJECT:

Memorial Plaque and Bench

DATE:

March 16, 2021

The Department of Parks has received a request from Jackie DeMayo (letter attached) requesting to donate a memorial plaque and bench to be placed in John J Burns Park in memory of Bill and Tommy Bernard.

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

The plaque and bench will be purchased by Jackie DeMayo 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 Jackie DeMayo. The monies will be collected in account PKS A 0001 02705 000 0000.

oseph G. Pinto

COMMISIONER OF PARKS

JGP/dc



Diann Codispodo

Wednesday, March 24, 2021 12:20 PM

To:

Docket

Subject:

FW: Bench

This is the Jackie DeMayo request letter I apologize for sending the incorrect one.

-Diann

----Original Message----

From:

Sent: Tuesday, March 16, 2021 12:15 PM

To: Diann Codispodo <dcodispodo@oysterbay-ny.gov>

Subject: Bench

Diann Codispodo

This letter is to confirm my family would like to donate a small 8x4 size plaque on a new bench in Burns Park Massapequa, my husband has discussed with Tommy Nunz where we would like it placed, near by fathers tree and plaque already there. We would like to be present when they place the bench to confirm location with him again. Would like it to read, you would center words please.

Bill & Tommy Bernard Forever in our Hearts Love Fran & Family ~ 2021 ~ (space before and after ~) Thank you Jackie DeMayo

Jackie Sent from my iPhone Office of Town Atlorney

Chapeth, a Jaugho

WHEREAS, Joseph Orlich, Flotilla Operations Officer, U.S. Coast Guard Auxiliary, Oyster Bay Flotilla 22-05, by letter dated March 9, 2021, requested a boat slip at the Theodore Roosevelt Marina, for the 2021 boating season, with a waiver of all Town of Oyster Bay fees; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated March 10, 2021, recommended that the abovementioned request be granted, and that the U.S. Coast Guard Auxiliary, Oyster Bay Flotilla 22-05 be granted a boat slip at Theodore Roosevelt Marina, for the 2021 boating season, *nunc pro tunc*, with a waiver of all Town of Oyster Bay fees,

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation as hereinabove set forth are accepted and approved, and the Town Board authorizes the Department of Parks to grant the U.S. Coast Guard Auxiliary, Oyster Bay Flotilla 22-05 a boat slip at the Theodore Roosevelt Marina, for the 2021 boating season, *nunc pro tunc*, with all Town of Oyster Bay fees for same waived, said slip to be occupied by the patrol vessel with New York registration number NY5883FR and with call sign 221722, from the USCG Operation facility.

-#-

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

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO:

Memorandum Docket

FROM:

Joseph G. Pinto, Commissioner of Parks

DATE:

March 10, 2021

SUBJECT:

Request for slip at Theodore Roosevelt Marina from United States

Coast Guard Auxiliary - Joseph Orlich, Flotilla Operations Officer, Oyster

Bay Flotilla 22-05

Joseph Orlich, Flotilla Operations Officer, Oyster Bay Flotilla 22-05 by his letter of March 09, 2021, copy attached, requests all fees waived for the use of one slip at Theodore Roosevelt Marina for the 2021 summer boating season.

This department recommends approval of his request as Mr. Orlich is involved with supporting the United States Coast Guard, as well as continuous training and patrol missions. His participation in these activities protects and educates resident boaters.

Copies attached are: A Coast Guard Auxiliary yacht insurance policy declarations page, a New York State boat registration, New York State certificate of title, and New York driver license, all in Mr. Orlich's name.

Therefore, Town Board approval is requested to waive slip fees for the 2021 summer season for United States Coast Guard Operational Facility 221722, N.Y. registration number NY5883FR.

Jøseph G. Pinto

Commissioner of Parks

JGP/lp





DEPARTMENT OF HOMELAND SECURITY UNITED STATES COAST GUARD AUXILIARY

(AUTHORIZED BY CONGRESS 1939)



THE CIVILIAN COMPONENT OF THE U. S. COAST GUARD

Flotilla 0142205, oyster bay, new york VALERIE ELEFONTE, Flotilla Commander – JOHN HUBBARD, Vice Flotilla Commander

09 Mar 21

Joseph A Orlich Flotilla Operations Officer U.S. Coast Guard Auxiliary Oyster Bay Flotilla 22-05 49 Cord Place East Norwich, NY 11732

Commissioner Joseph Pinto Town of Oyster Bay Beaches Division 977 Hicksville Rd Massapequa, NY 111758

Dear Commissioner Pinto,

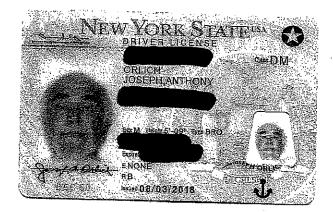
As part of our USCG Auxiliary mission goals of directly supporting local USCG activities as well as conducting recreational boating safety programs for Town of Oyster Bay residents, we are requesting a slip in the Roosevelt Marina for the 2021 boating season. As in past years, we are requesting a waiver of all Town fees.

USCG Operational Facility 221722, will be the patrol vessel using the slip. As in past years, the vessel will be placarded as a USCG Auxiliary Operational facility while in the slip. All requested documentation is attached. The support of you, Supervisor Saladino, and Deputy Supervisor Gregory Carman in assisting the Oyster Bay Flotilla in our mission goals is recognized and greatly appreciated by our members.

2020 saw a significant increase is boat sales, many of which to persons with no prior boating experience. In New York state there is no requirement to purchase a boat however, as of 01Jan20 the implantation of "Brianna's Law", became effective. Now New York state law requires boaters age 10 and older, who operate power boats, to take a one-time NYS approved eight-hour safety course. Our marine patrols will be educating the boating public of this recently enacted law and advising them of the USCG Auxiliary's "About Boating Safety". This is one of only three approved courses and with be provided to the public via a "Zoom" format. This is a part of a multi-faceted program of being on marine patrols of encouraging small vessel users to wear their life preservers, performing courtesy inspections of kayaks and boats and providing USCG Auxiliary safe boating classes schedules to all boaters.

Semper Paratus

www.cgauxoysterbay.org (516) 624-USCG



DEPARTMENT OF HOME, AND VENUE.
UNITED STATES COAST GUARD AUXILIAN



STATUS: SUA NO NEMBER: BQ ISSUECET:



200//8581 CENTRALITY DE CELTRALITY DE LA CONTRALITY DE LA CONTRALIT 20018581

NEW YORK STATE BOAT REGISTRATION

2003 WELLC WELHGA191203 FIBE OUT PLEASURE 021 GAS 13995365 MAR (WEB WEBCDA E) NON-TRANSFERABLE O.

MAR 07 2019

ORLICH, JOSEPH, A

04/30/22 04/30/22

Fee Paid 57.50

525271

VOID IF ALTERED EXCEPT FOR CHANGE OF ADDRESS MT4-638-CB (8/06)

1732

ORLICH, JOSEPH, A

HERE IS YOUR WATER-REPELLENT BOAT REGISTRATION.

Please separate the registration from the rest of this card.

Hom Harmless Agreement for Use of Town Property and/or Equipment This Agreement is made this 9 day of March 3837 by USCG Auxiltory Oy (hereinaster 'Organization'). Whereas Organization desires to use Town of Oyster Bay property and/or equipment located at and/or described as Theo Nove Roose Velt Marina Slip for the event described as The property/equipment is needed from The event for which the property and/or equipment is requested (____) is (X) is not a profit making event. In consideration of the Town granting the Organization permission to temporarily use Town property and/or equipment, the undersigned, on behalf of the Organization, hereby agrees to assume all liability and risk of loss and shall be responsible for the supervision and welfare of all persons arriving on and using Town property and/or equipment in connection with the abovementioned event. The undersigned further hereby releases the Town of Oyster Bay, its officers, comployees, 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 commerciaed 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 ubovementioned use of Town property and/or equipment is subject to the approval of the Town Name of Organization Stu Bay Flotolla, USCG Auxiliary Address of Organization Amhorized Representative Time Operations Officer FSO-OPS Telephone Number:

DECLARATIONS PAGE

Issued through: BoatU.S. Marine Insurance 5323 PORT ROYAL RD SPRINGFIELD VA 22151 Policy Service:877-581-2628 Claims;877-970-2628

Named Insured JOSEPH ORLICH

Address



Policy No. BUS5139066-04

Policy Period: From 08/11/2020 to 08/11/2021 beginning and ending at 12:01 A.M. at the address on this page for the Named Insured.

GEICO MARINE INSURANCE COMPANY Company:

Insured Boat 2003 WELLCRAFT MARINE 22 Runabout YEAR MANUFACTURER LENGTH TYPE IDENTIFICATION NUMBER

COVERAGE IS	10010000	IDENTIFICATI	ON NOWREK	
CONTROL IS I	PROVIDED ONLY WHERE AN AMOUNT	OF INSURANCE IS SHOWN		
COVERAGES	AMOUNT OF	AMOUNT OF INSURANCE		
Hull and Equipment	Agreed Value	\$22,000	Incl	
Towing and Assistance	Each Incident	\$250		
Boat Trailer	Agreed Value		Incl	
Personal Effects	Replacement Cost	\$2,000 \$7,500	Incl	
Boating Liability (Protection and Indemnity)	Limit Each Occurrence, Bodily Injury Damage	Incl Incl		
Medical Payments	Limit Per Person Each Occurrence	\$5,000		
Fuel and Other Spill Liability	Limit Each Occurrence	\$939,800	Incl	
Jninsured Boater	Limit Each Occurrence	\$300,000	Incl	
ORMS AND ENDORSEMENTS ma	de a part of this Policy at time of issue:	Total Premium	Incl	
OTICEGM2019 GM031 GM M056 GM057 GM	045 GM050 GM055	State Taxes/Fees	\$384.0 \$0.00	
		Net Annual Premium	\$384.00	

DEDUCTIBLES:

Hull and Equipment: \$0

Named Storm: Refer to your Marine Insurance Policy

Theft of Insured Boat: Refer to your Marine Insurance Policy

Insured Trailer: \$100

Theft of Insured Trailer: Refer to your Marine Insurance Policy

Personal Effects: \$375

Other Deductibles may apply. Please refer to your Marine Insurance Policy and any applicable Endorsements.

CRUISING LIMITS: While affoat the insured boat must be confined to the area indicated below: Coastal and inland waters of the U.S. and Canada

LOSS PAYEE:

Print Date: 6/19/20

GMDEC001 07 19

INSURED COPY



Reviewed By Offige of Town Attorney

WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memorandum dated March 16, 2021, recommended that the Town Board authorize payment of a refund in the amount of \$7,137.00 to Friendly Investors Group, Inc., for fee paid for the issuance of Building Permit Number R19004515, for a new dwelling to be constructed at 126 Nevada Street, Hicksville, New York, since the property owner subsequently submitted Application Number 20070356, dated July 21, 2020, for a new house to replace and supercede Building Permit Number R19004515, which is to be voided,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town Board authorizes payment of a refund in the amount of \$7,137.00, to Friendly Investors Group Inc., 50 Dante Avenue, Hicksville, New York 11801, and payment of said refund is to be made upon presentation of a duly certified claim, after audit by the Office of the Comptroller; and be it further

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

-#-

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

Supervisor Saladino	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	•
William Water	Aye

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

March 16, 2021

TO:

MEMORANDUM DOCKET

FROM:

OFFICE OF THE COMMISSIONER

DEPARTMENT OF PLANNING AND DEVELOPMENT

SUBJECT: RESIDENT REFUND - FRIENDLY INVESTORS GROUP INC

Pursuant to the Code of the Town of Oyster Bay, this Department issued Building Permit Number R19004515, dated October 4, 2019, for construction to be done at 126 Nevada Street, Hicksville, N.Y. 11801. The property owner, Friendly Investors Group Inc, decided to not follow through with the project as outlined by Building Permit Number R19004515. The property owner subsequently submitted Application Number 20070356, on July 21, 2020, for a new house to replace and supersede Building Permit R19004515. Building Permit Number R19004515 has been voided.

Therefore, in light of the aforementioned facts, a seven thousand, one hundred. thirty seven dollar (\$7,137.00) refund for the issuance of Building Permit Number R19004515 should be refunded to Friendly Investors Group Inc, 50 Dante Avenue, Hicksville, New York 11801 under account number PAD B 0001 02555 000 0000.

TH L. MACCARONE

COMMISSIONER

ELM:km



A TOPO	TOWN OF CYSTER BAY	TAXPAYER IDENTIFIC	TATION NUMBER SOCIAL SECURITY #
	CLAIM	CCUENAL (U#	DEMINISCURITE L
The same of the sa	AUDREY AVENUE, OYSTER BAY, NEW YORK 11771		
CLAIMANT'S	NAME CONTRACT#	ORDER#	***************************************
CLAIMANT'S	ADDRESS CONTRACT NAME		
(7)	ANTE ALC MICKSVILLE 11801 LAKHWINE	on 120	0
TOWN DEPA	RTMENT CLAIMANT INVOICE #	RESO#	4°-
1-01		neso w	
FC	DLIOW INSTRUCTIONS ON REVERSE SIDE THEN RETURN CLAIM AND INVOICES TO DEPARTMENT I	ECEIVING MATERIAL	S OR SERVICES
·	DETAILED DESCRIPTION OF MATERIALS OR SERVICE	ES	
DATE	DESCRIPTION	UNIT PRICE	TOTAL
	FULL REFUND REDUCEST OF PERMIT	A	7/37.00
	FER FOR THE PROSERTY LOCATED AT		
	126 NEVADA STREET		
	MICKSVILLE NY-11801		
,			4

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		<u> </u>	
		<u> </u>	
THE BELOW	CERTIFICATION MUST BE PROPERLY FILLED OUT BY THE CLAIMANT	TOTAL AMOUNT	\$7.137.00
	RTIFY the above articles were sold and delivered and/or the above service rendered to the Town or		
	on the dates and for the prices or amounts billed; that the above bill is just, true and correct; that m That been paid except as stated therein and that the balance there stated in the amount of no part	IL MET ABATTITUTE :	\$ 2/32.00
	has been paid except as stated therein and that the balance there in stated in the amount of the paid.		
	— \$ 7.137.00 ———————————————————————————————————		
is actually d	be and owing, and that taxes from which the Town of Oyster Bay is exempt are excluded therefrom	 i•	en-green en
CLAIMANT	FURTHER CERTIFIES that the unit prices charged berein are not higher than those charged to any	í	. /-
	tai or commercial constraer for line collineries.	Date <u>03/</u>	16/2021
Signature	Thie	BRIESI D	16/2021 ENT
Signature		C. 0/-1	and The Car
Print or typ	e name LAKHWINDER KACK Name of Company FL	ioney IN	100 rus chal
I HEARRY A	PPROVE this claim form for the sum of $$7,137.00$ for the	services, disbursemen	ts and materials herein
	hich were actually performed and were for the Town of Oyster Bay.	•	
_	·	war.	
Signature	Thie	Date	
Cepartmen	2 PLANNING + DEUELOPHENT ACCOUNT PAD B 0001	02555 00	0 0000

To Whom it may concern, my name is Lakhwinder Kaur and I am the president of Friendly Investors Group inc. My residence address is 50 Dante ave, Hicksville NY 11801. In Nov 2018 I had bought the property located at 126 Nevada st Hicksville Ny 11801 as my new residence and had filed plans for building extension which were approved around September 2019 and we had then paid the required amount of \$7,131 by Company check (td check # 249) Once we had gotten the permits and began demolishing, we had realized that we rather build brand new construction home instead of renovation/extension. We only had demolished 2 car garages at that point and stopped afterword. Therefore, we had consulted our architect and discussed what we needed in our new house. So, he worked on new plans which we have submitted during covid and were recently got approved. At this point new fee for the newly constructed home permits is \$9,465.00 (\$100 was paid)

I would like to request a refund of \$7,131 so I can pay for the current permit fee.

Thank you,

Lakhwinder Kaur



Building Permit

R19004515

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



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

	11-300-5	R1-7 190	40117 01000458010
Permittee	SCOTT KAHN	Contractor	BROWN & BROWN DEV & CONSTR GROUP
	68 WEST MAIN STREET		260-07 HILLSIDE AVE 1ST FL
	CYSTER BAY NY 11771		FLORAL PARK, NY 11004
			(917) 853-3253
Property Owner	FRIENDLY INVESTORS GROUP INC	Plumber	KEN'S FAUCET AND TOILET REPAIR
	50 DANTE AVENUE		2586 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554
	HICKSVILLE, NY 11801		(516) 796-2100
		Electrician	B.Q. ELECTRIC INC
			21 HOLMAN BOULEVARD HICKSVILLE NY 11801
		İ	(516) 864-4600

126 NEVADA ST	 Tenant	
HICKSVILLE, NY 11801		
Permission Granted for the	Estimated Cost of Construction	\$382111

19° X 20′ (580 SF) REAR, ONE (1) STORY ADDITION WITH 50S SIDING DOOR OUT TO A 7.50′ X 3° (22.50 SF) POURED CONCRETE PLATFORM WITH 5TEPS TO GRADE. ONE (1) PRE-FAB DIRECT VENT GAS FIREPLACE. NEW ROOF AND CEILING ASSEMBLY OVER GARAGE AND ADJACENT AREA. VARIOUS FIRST FLOOR INTERIOR ALTERATIONS. ONE (1) NEW 50S8 SUDING DOOR AT DINING AREA OUT TO A 7.50′ X 3° (22.50 SF) POURED CONCRETE PLATFORM WITH STEPS TO GRADE. A 4006 X 28.24′ (1,088.07 SF) SECONO FLOOR ADDITION WITH TWO (2) BEDROOMS AND TWO (2) BATHROOMS. A 7′ X 4.42′ (30.92 SF) FRONT ENTRY PORTICO OVER EXISTING POURED CONCRETE STOOP. THE INSTALLATION OF (12) FLOOR SUDINGERS. (15.7 FL. 1-GAS RANGE, 1-GAS DRYER, 1-GAS TREPLACE) AND THE INSTALLATION OF (13) PLUMBING FIXTURES: (15.7 FL. 1-CW, 1-SHR, 1-WC, 1-LAV) (2ND FIX-2-WC, 2-SHR, 1-CW). MAINTAIN: PARTIALLY FINISHED CELLAR WITH THERE (3) PLUMBING FIXTURES: (15.4R, 1-WC, 1-LAV) AS PER CODE AND PLAN PREPARED BY DENNIS MELE, RA, DATED 03/2019.

BY DENNIS MELE, RA, DATED 01/2019.
*ALL ITEMS NOTED IN RED ON PLANS MUST BE AMENDED PRIOR CONSTRUCTION.

ALL WORK TO COMPLY WITH TOB APPROVED PLAN DATED: 04/30/19 ZONING REVIEW: ONE FAMILY DWELLING ONLY

This pends has been booked apacifically for the construction or malphosonics of the improvement listed hierion. The sequence of this is made that if the description of the improvement is not the legality scans of the improvement is a subject precises. It is pendically indicatored too the sequence of a Capifical of Deciminary of the Capific Sound of Option Representations of the Capific Sound of Option Representation Sound Option Represen

Located On	Side Of	Feet	经营业 经	OF	Post-Office
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Charges regardless of plactings the transper approved the summary to the construction of flurring and Development and approved before clarges are made. Approved place much personal of the job and spotted to transport

INSPECTIONS.
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

- **Demolrition Inspections Check with Building Division.

 Constructe Certifications.

 **Soil Conditions before footings and foundations are poured.

 **Farms for footings, keyways and foundations including sobar.

 **Farms for footings, keyways and foundations including sobar.

 **Water proofing, membrane and moulating.

 Foundations and/or state.

 Foundations and/or state.

 Foundations and/or state.

 Framing other mechanicals and before insulating.

 Insulation inspection.

 Foundation inspection.

 Foundation.

 **F

- PLUMBING INSPECTIONS

- "Underground plumbing before backfilling."
 Rhough plumbing before dissed up and ready for test.
 "Final impactions when all futures are set.
 "Seven connection spur tiel of burners, (oil, gas, electric).
 "Sandary systems. (Exavation/Construction).
 "Sandary systems. (Exavation/Construction).
 "Sandary systems. (Exavation/Construction).
 "Asil Tanks forground or above., (Check with Building Disklon for required testing and in Testing and inspections).
 "Pressure tests are required for any natural or propane gas installation,
 Albarraich or explacement
 "Hydrattic 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

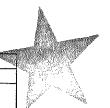
Please be advised that a Certificate of Occupancy will not be issued for this project until all of the required landscaping has been installed and inspected, or a performance bond in the amount of \$_____ has been posted with the Town of Oyster Bay

Date Issued: 10/04/2019 Work Must Start By: 4/4/2020 CO must be issued by 10/04/2020 or permit will expire unless renewed prior to expiration.

e's copy of approved plans must be available at the site for all inspections

Elizabeth R. Maccain

Consulssioner, Department of Planning and Development



Denartment of P	anning and D	عبت سندامت
Department of P	wanning and D	evenobineur
(516) 624-6200		



74 Audrey Avenue – Oyster Bay, N.Y. 11771 Fax: (516) 624-6240

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Date:T	ime:AM _	РМ	.philagations	A Company of the Comp
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ermit #(s)	Туре		Date Issued	Expiration Date
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ype of Inspection - Excavation	on Fo	oting Found	ation R	ough Frame
Final Frame Insulation				
			18"	
PLEASE NOTE – A field	d inspection has	revealed that the	following items	are necessary:
	2.1		•	2.5, 8
o Continue Work:		To Obtain	a Certificate of	Occupancy:
No One Was Home	. a s mar in	Mu:	st Obtain Electric	il Certificate From
Call For Inspection - (516) 6	24-6222	Apr	roved Electrical	nspection Service For:
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Need Amended Building Plan	15	Mizs	t Submit Undated	l Property Survey
Work Does Not Conform to I	Building Code		t Obtain Plumbin	
Work Does Not Conform to	TOTAL PROPERTY.	X Avec	st Obtain Plumbin St Obtain Permit F	Zurhhinger.
Approved Building Plans			a Oblain Pennii i	OC.
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he items checked below have bee	n observed dur	ing the course of	the field inspect	on and require permits
canure to optain becaute will test	ill in the delay o	f the issuance of	a Certificate of (ecupancy/Compliance
Cellar Entrance	R	oofed-Over Patio	/Deck	Solar Heat
Deck		econd Apartment		A/C Unit
Dock		hed		Dormers
Enclosed Porch		wimming Pool		Other Structures
Extension		wimming Pool Fe	Minima I	Outer Surficiales
Fence				
Fireplace		wimming Pool He		
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Interior Alterations	<u> </u>	kylight		
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omments/Observations/Informati	ion*			
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PI PASE NOTE LABILLA				
PLEASE NOTE - All inspection	s approved are	subject to review	of file and certif	ication requirements.
PLEASE NOTE - All inspection You will be	s approved are notified if any f	subject to review urther document	of file and certifation is required	ication requirements.
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TOWN OF OYSTER BAY

ITEM 7 OF 7

\$100 CREDIT RECEIPT

RECEIPT # : 01000458010 PRINT DATE : 03/10/2021
PRINT TIME : 12:29:06
OPERATOR : Sgerber
COPY # : 1

RECEIPT DATE : 09/26/2019

CASH DRAWER: 01

RECEIVED BY : SG REC'D. FROM : FRIENDLY INVESTORS GROUP

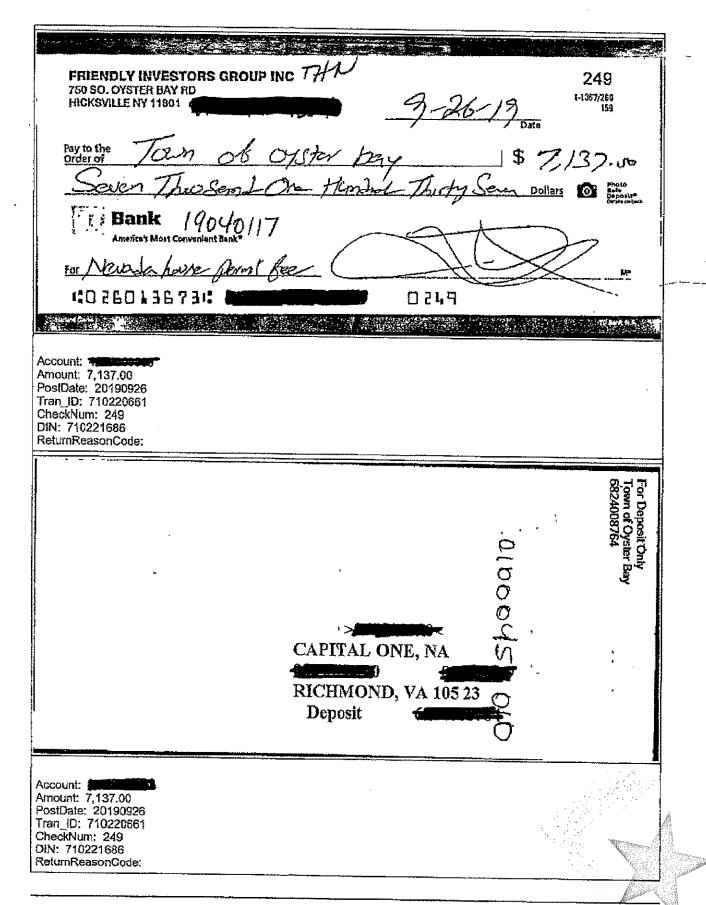
CUSTOMER ID ITEM PAYMENT \$100.00 \$100 CREDIT 1.000 -100.00 TOTAL -100.00

METHOD OF PAYMENT AMOUNT REFERENCE NUMBER

CHECK 7,137.00 249

TOTAL RECEIPT : 7,137.00





Reviewed By Office of Town Attorney

WHEREAS, by Resolution No. 804-2019, adopted on December 10, 2019, the Town Board authorized and directed P.W. Grosser Consulting Engineer and Hydrogeologist, P.C. to provide engineering services related to Environmental Engineering under On-Call Contract No. PWC23-20 for the two year period from January 1, 2020 through December 31, 2021; and

WHEREAS, Gerry Rosen, P.E., Vice-President, P.W. Grosser Consulting Engineer and Hydrogeologist, P.C., by letter dated February 26, 2021, described the scope of work to be performed under Project ID No. 2002 PKSA-02 in an amount not to exceed \$135,645.00, in connection with the investigation and repair of Tobay Well No. 4; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Departments of Public Works/Highways, by memorandum dated March 19, 2021, requested Town Board authorization for P.W. Grosser Consulting Engineer and Hydrogeologist, P.C. to provide the aforesaid on-call technical services under Contract No. PWC23-20 related to the repair of Tobay Well No. 4, and further requested that the Comptroller be directed to issue an encumbrance order in an amount not to exceed \$135,645.00 for this purpose; and

WHEREAS, funds in the amount of \$135,645.00 to satisfy said technical services are available in Account No. PKS H 7197 20000 000 2002 001,

NOW, THEREFORE, BE IT RESOLVED, that the requests as hereinabove set forth are approved, and P.W. Grosser Consulting Engineer and Hydrogeologist, P.C.is hereby authorized to proceed to provide the aforementioned services in connection with Contract No. PWC23-20, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed \$135,645.00, with funds to be drawn from Account No. PKS H 7197 20000 000 2002 001.

#_

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

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

TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

March 19, 2021

TO:

MEMORANDUM DOCKET

FROM:

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

SUBJECT:

ON-CALL ENGINEERING SERVICE REQUEST

RELATIVE TO ENVIRONMENTAL ENGINEERING

CONTRACT NO. PWC23-20

ACCOUNT NO.: PKS H 7197 20000 000 2002 001

PROJECT ID NO. 2002 PKSA-02

The consultant, P.W. Grosser Consulting Engineer & Hydrogeologist, P.C., has been approved by the Commissioner of Public Works to provide engineering services under On-Call Contract No. PWC23-20 by Resolution No. 804-2019 for the subject project.

Attached is a letter dated February 26, 2021 from P.W. Grosser Consulting Engineer & Hydrogeologist, P.C., regarding the scope of work performed in an amount not to exceed \$135,645.00. Funds are required for the investigation and repairing of the Tobay Well No. 4., as described in the attached letter from P.W. Grosser Consulting Engineer & Hydrogeologist, P.C.

Attached is an availability of funds in the amount of \$135,645.00 to satisfy said engineering costs from the Director of Finance indicating that funds are available in Account No. PKS H 7197 20000 000 2002 001.

It is hereby requested that the Town Board authorize by Resolution, P.W. Grosser Consulting Engineer & Hydrogeologist, P.C. under Contract No. PWC23-20 for On-Call Engineering Services Relative to Environmental Engineering and requests that the Comptroller be directed to issue an encumbrance order for this purpose.

RICHARD W. LENZ, P.E. COMMISSIONER

DEPARTMENT OF PUBLIC WORKS/HIGHWAY

RWL/J**ej**/MR/BK/ik

Attachment

cc: Steve C. Ballas, Comptroller

PWC23-20 Docket Funding 135645





Title

Date

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



Requesting Division/Department THIS SECTION TO BE COMPLETED BY DEPARTMENT ADMINISTERING ON CALL CONSULTANT CONTRACT Contract Number PWC23-20 Contract Period January 1, 2020 Through December 31, 2021 Consultant/Contractor P.W. Grosser Consulting Engineer & Hydrogeologist, P.C. Discipline ... Environmental Engineering Total Authorization: ≠ 2*5*0,681,00 804-2019 Date 12/10/2019; Resolution No. \$ [15,036.00 Funded To Date Amount Requested \$135,645,00 Account To Be Used PNS+H-71/17-20000-000-2003-001 2002-PKSA-02 If Gapital Account, State The Related Contract Number: 1888 1888 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 if as a Capital Expense Funds are required for the investigation and repair of Tobay Well No. 4 Work To Be Completed in Contract Period A "No" response will require Town Board authorization to extend the contract period Required Insurances Are In Effects A "No" response will prevent further processing of this form yes No MA X Required 50% Performance Bond For This Request In Effect Amount of Bond DPW Approval Requesting Division/Department Only To Be Executed By The Commissioner Signature

) BE							

Amount Requested 135, 645, 00 Unemcumbered Balance 265,868:74

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

Commissioner of Public Works



TOWN OF OYSTER BAY

WORK ORDER



This	Section To Be Complete	· · · · · · · · · · · · · · · · · · ·		
	Social To Bo Complete	ed By The Department C	of Public Works	
Work Order No.		E.O. No.		
	:	Contract Start_		
Contract No.	PWC23-20		12/31/2021	İ
	Commencement Date			
No claim shall t	pe paid for work pe			
endor Name and Address				oment but
	P.W. Grosser Consulting	g Engineer & Hydrogeol	ogist, P.C.	
	630 Joh	nson Ave, Suite 7		
	Bohe	mia, NY 11716		
	: : :			
Requesting Town [Department	Р	arks.	
	: Contact B	rian Kunzig		677-5741
Description of Work to be Pe	:			
	erformed (Attach Detail I	f Necessary)		
	:	f Necessary)		1
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This work order Please notify the ab Requesting Div	shall not exce	estigation and repair of T ed \$ ct person 48 hours price Only To E	or to commentent Of Public Be Executed By	135,645.00 cing any work. Works Approval



February 26, 2021

Mr. Brian Kunzig
Town of Oyster Bay
Department of Public Works
Division of Engineering
150 Miller Place
Syosset, NY 11791

RE: TOBAY Beach Well 4 Repairs

Dear Mr. Kunzig:

PWGC and their sub-consultant, Delta Well and Pump are continuing to pursue the cause of the high concentrations of iron and turbidity entering Well No. 4. This letter is to request additional funding to take this project to completion. PWGC is hopeful that the well can be put back in service for the 2021 bathing season.

PWGC and Delta Well attempted to determine the breach in the well by isolating the screen and performing segmental pumping within the different screen zones. An email was sent by Mr. Charles Bartha, PE on November 13, 2020 and asked indicated this work would cost \$27,000 with an estimated cost for Delta Well at \$24,000 and \$3,000 for PWGC. This work was verbally authorized by Mr. Richard Lenz, PE. This work has already been completed. The results of this testing revealed that the well screen was intact and there were no defects.

PWGC and Delta then proceeded to continue to attempt to identify the source of the breach within the well. Another camera inspection was performed while a 500 GPM pump was pumping water out of the well. This test revealed that the breach in the well was caused by the K-Packer. The K packer is a transition piece that connects the well screen to the casing. The cost to perform this test was \$15,095.00, comprised of \$13,295 for Delta Well and Pump and \$1,800 for PWGC.



FUTURE SERVICES TO BE PERFORMED BY PWGC AND DELTA

PWGC and Delta Well have come up with a viable solution to install a new K-Packer. The total costs for Delta to perform this work will be \$52,550.

After the K-packer is installed and the well pump is reinstalled, the Nassau County Department of Health is going to require extensive sampling be performed to put the well back into service. This will include two rounds of source water samples and a series of samples both upstream and downstream of the existing treatment system. A preliminary estimate of the sampling costs is \$27,500.

The estimated costs for PWGC to perform construction administration and observation of the well rehabilitation and to oversee the sampling of the well and iron removal treatment system will be \$13,500.

The following is a summary of the additional funding requests.

1. Work already performed to analyze screen section	\$27,000
2. Work already performed to determine well breach	\$15,095
3. Future Installation of new K Packer	\$52,550
4. Future Laboratory Sampling Costs	\$27,500
5. PWGC Design and Construction Services	\$13,500
Total	\$135,645

PWGC recommends budgeting \$135,645 for the proposed repairs.

PWGC is eager to see this project be completed so the well can be used during the summer of 2021. If one of the other existing wells at TOBAY had to be taken out of service, there is the potential that one well would not be adequate to maintain the system pressure during the peak hours.

If you have any questions please do not hesitate to call me.

Very truly yours,

P.W. Grosser Consulting

Gerry Rosen, PE Vice President

Reviewed By Office of Town Attornay

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated November 22, 2019, advised that a Request for Proposals for On-Call Engineering Services relative to Environmental Engineering, in the Town of Oyster Bay, Nassau County, New York, in accordance with the specifications contained in Contract No. PWC23-20, for a two (2) year term contract commencing January 1, 2020 through December 31, 2021 was issued to five (5) firms, and was placed on the Town of Oyster Bay website; and

WHEREAS, in response to that Request for Proposals, nine (9) responses were timely received by the Division of Engineering; and

WHEREAS, Commissioner Lenz, by said memorandum, stated that after review of the Division of Engineering's preliminary recommendations performed in compliance with the requirements of Guideline 9 of the Town of Oyster Bay Procurement Policy, and in conjunction with the current workload, the Department has selected AECOM USA, Inc., D&B Engineers & Architects, P.C., H2M Engineers, Architects, Land Surveying & Landscape Architecture, D.P.C., LiRo Engineers, Inc., Lockwood, Kessler & Bartlett, Inc., and P.W. Grosser Consulting Engineer & Hydrogeologist, P.C.; and

WHEREAS, the Department of Public Works requested that the Town Board authorize the Department of Public Works to enter into an agreement with AECOM USA, Inc., D&B Engineers & Architects, P.C., H2M Engineers, Architects, Land Surveying & Landscape Architecture, D.P.C., LiRo Engineers, Inc., Lockwood, Kessler & Bartlett, Inc., and P.W. Grosser Consulting Engineer & Hydrogeologist, P.C., to provide On-Call Engineering Services relative to Environmental Engineering, in accordance with the specifications contained in Contract No. PWC23-20, for a two (2) year term, commencing on January 1, 2020 through December 31, 2021,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted and approved, and the Department of Public Works is hereby authorized to enter into Contract No. PWC23-20 with AECOM USA, Inc., D&B Engineers & Architects, P.C., H2M Engineers, Architects, Land Surveying & Landscape Architecture, D.P.C., LiRo Engineers, Inc., Lockwood, Kessler & Bartlett, Inc., and P.W. Grosser Consulting Engineer & Hydrogeologist, P.C., in accordance with the provisions thereunder for a two (2) year term, commencing on January 1, 2020 through December 31, 2021.

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

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



Reviewed By Office of Town Atlornay

WHEREAS, Louis G. Savinetti, Commissioner, Department of Environmental Resources, by memorandum dated March 16, 2021, requested that the Town Board authorize payment of the Town of Oyster Bay's annual contribution to the Inter-Municipal Hempstead Harbor Protection Committee for the year 2021, in the amount of \$10,900.00, with the funds for said contribution to be drawn from Account No. DER A 8090 44900 000 0000.

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted, and the Town Board authorizes payment of the Town of Oyster Bay's annual contribution to the Inter-Municipal Hempstead Harbor Protection Committee for the year 2021, in the amount of \$10,900.00; and be it further

RESOLVED, That the funds for said contribution shall be drawn from Account No. DER A $8090\ 44900\ 000\ 0000$; and be it further

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

-#-

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

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

TOWN OF OYSTER BAY

Inter-Departmental Memo

TO:

Memorandum Docket

FROM:

Louis G. Savinetti, Commissioner

Department of Environmental Resources

DATE:

March 16, 2021

SUBJECT:

Hempstead Harbor Protection Committee (HHPC);

Town of Oyster Bay's Annual Contribution for 2021

On May 14, 2007, the Town of Oyster Bay entered an Inter-Municipal Agreement to become an active member of the Hempstead Harbor Protection Committee, an inter-municipal organization that works to improve and protect the water quality of Hempstead Harbor. The committee is funded by the several municipalities either adjacent to, having regulatory oversight and/or management of the harbor. Funds are provided for the implementation of the Water Quality Improvement Plan, the Harbor Management Plan, the EPA Phase II Storm Water measurable goals, and the necessary local match required for various state and federal grants.

The Department of Environmental Resources respectfully requests Town Board to direct the Comptroller's Office to pay the 2021 HHPC dues, in the amount of \$10,900 as submitted in the attached invoice. Funds for this membership are available in account DER A 8090 44900 000 0000 for this purpose.

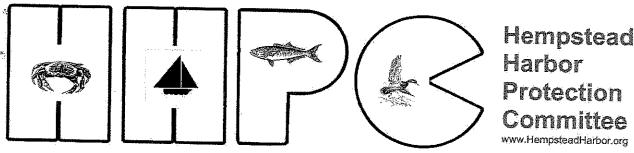
Louis G Savinetti Commissioner

LGS:lc

Attachments

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





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 15, 2021

Commissioner Louis Savinetti Town of Oyster Bay Department of Environmental Resources 29 Spring Street Oyster Bay, New York 11771

RE: Year 2021 Committee Program Support

Dear Commissioner Savinetti:

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 2021 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.

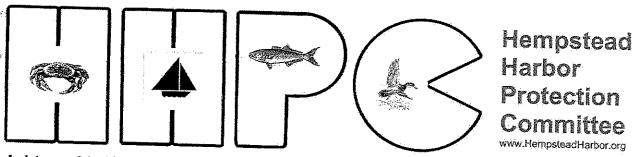
Sincerely.

Eric Swenson
Executive Director

Copy to: Tom Powell, Chair

Steve Koester, 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



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 15, 2021

To:

Town of Oyster Bay

Project:

Year 2021 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

Office of Town Attorney

WHEREAS, CEDAR-CARMANS, LLC, then fee owner, obtained a Special Use Permit and Site Plan Approval from the Town Board by Resolution No. 647-2017, adopted on October 3, 2017, to construct and operate a health club/gym in the existing shopping center in a Neighborhood Business ("NB") Zoning District on premises located at 900-944 Carmans Road, Massapequa, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 53, Block 160, Lots 40A and 40B on the Land and Tax Map of Nassau County; and

WHEREAS, a Declaration of Restrictive Covenants was executed and recorded pursuant to Resolution No. 647-2017, which provided that "in the event Declarants seek permission to make a change to the subject structure or property after the date of the granting resolution, the Commissioner of the Department of Planning and Development shall determine whether the proposed change is a major or minor modification. ... Any major modification to said plans subsequent to approval by the Town Board may be done only by Town Board Resolution"; and

WHEREAS, by Resolution No. 566-2019, adopted on September 17, 2019, the Town Board approved an amended Site Plan to renovate/repurpose an existing attached office building, of approximately 13,869 square feet, into a parking structure to provide additional parking, with associated site improvements and modifications to the existing rear parking layout; and

WHEREAS, CEDAR REALTY TRUST, current fee owner, through its engineer, Bohler Engineering NY, PLLC, by letter dated March 16, 2921, has now requested to rescind the amended Site Plan approved by Resolution No. 566-2019, and has applied for approval of a new amended Site Plan to revert the structure on the premises to its previous as-of-right use as an office building, for office use and use as a fitness center; and

WHEREAS, the Town of Oyster Bay Department of Environmental Resources, Town Environmental Quality Review Division, by memorandum dated March 18, 2021, recommended Town Board determination that the subject legislation is deemed to fall under the New York State Environmental Quality Review Act, 6 NYCRR, Part 617, Section 617.5(c), Type II Actions List, as Item No. 18, relative to "reuse of a residential or commercial structure, or of a structure containing mixed residential and commercial uses, where the residential or commercial use is permitted use under the applicable zoning law or ordinance, including permitted by special use permit, and the action does not meet or exceeds any of the thresholds in Section 617.4" on the Type II Actions List, and as such does not require completion of an Environmental Assessment Form, Environmental Impact Statement or other environmental consideration; and

WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memorandum dated March 24, 2021, advised that the Department of Planning and Development has reviewed the following one (1) plan prepared by Kristin Deluca, P.E., Bohler Engineering NY, PLLC, Hauppauge, New York:

SHEET NO.	TITLE	PREPARED BY	DATE
C-301	OVERALL SITE PLAN	Kristin Deluca, P.E.	02/11/2020

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

NOW, THEREFORE, BE IT RESOLVED, That in accordance with the memorandum of Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, dated March 24, 2021, the one (1) plan prepared by Kristin Deluca, P.E., Bohler Engineering NY, PLLC, Hauppauge, New York, is hereby approved; and be it further

RESOLVED, That the Town Board of the Town of Oyster Bay declares that the action proposed by applicants is a Type II Action, pursuant to the New York State Environmental Quality Review Act (6 NYCRR, Part 617, Section 617.5[c]), Type II Actions List, Item No. 18; and be it further

RESOLVED, That the application of CEDAR-CARMANS, LLC, fee owner, to rescind the amended Site Plan approved by Resolution No. 566-2019, and has for approval of a new amended Site Plan to revert the structure on the premises to its previous as-of-right use as an office building, for office use and use as a fitness center, with associated site improvements on premises located in a Neighborhood Business ("NB") Zoning District at 900-944 Carmans Road, Massapequa, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 53, Block 160, Lots 40A and 40B on the Land and Tax Map of Nassau County, is hereby APPROVED, subject to and upon the full compliance in all respects with the following conditions and provisions:

- 1. That the plans approved by this Resolution shall be strictly adhered to.
- The submission to, and approval by, the Division of Building, Department of Planning and Development, Town of Oyster Bay, of building and construction plans, and the issuance of a building permit.
- The subject parcel shall be used and developed so as to comply with all local laws, ordinances, building codes, rules and regulations of any and all Town, County, State, and/or Federal bodies, departments or agencies thereof.

4. In the event Applicant seeks permission to make a change to the subject structure or property after the date of this Resolution, the Commissioner of the Department of Planning and Development shall determine whether the proposed change is a major or minor modification. If a proposed modification is deemed minor, the Commissioner will have final approval of same. Any major modifications to said plans may be done only by Planning Advisory Board Resolution.

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

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

1

Town of Oyster Bay

Inter-Departmental Memo

TO:

MEMORANDUM DOCKET

FROM:

ELIZABETH L. MACCARONE, COMMISSIONER DEPARTMENT OF PLANNING & DEVELOPMENT

DATE:

MARCH 24, 2921

SUBJECT:

REVOCATION OF PREVIOUS SITE PLAN AMENDMENT

AND SUBMISSION OF PROPOSED AMENDMENT TO SITE PLAN

CEDAR REALTY TRUST, INC.

941 CARMANS ROAD

MASSAPEQUA, NEW YORK 11758 SEC. 53 BLK. 160 LOT 40A AND 40B ZONE: NEIGHBORHOOD BUSINESS

This Department is in receipt of correspondence from Thomas Galligan, dated March 16, 2021, Project Manager, Bohler Engineering NY, PLLC, Hauppauge New York (Applicant), on behalf of Cedar Realty Trust, Inc. (Property Owner), requesting to rescind a previously approved Amendment to the Site Plan and submit a new amended Site Plan for approval for the above referenced property.

Previously, this site was granted a Special Use Permit through Town Board Resolution Number 647-2017, dated October 3, 2017 to construct and operate a Fitness Center (an approximately one-story 40,000 square foot existing commercial building) on the subject property. Subsequent to that, the Applicant submitted an Amendment to the previously approved Site Plan in order to convert an existing abutting commercial building (approximately 14,000 square feet; noted on plans as Key Number 180A and 180B) into a covered parking area which was approved the Town Board Resolution Number 566-2019, dated September 17, 2019.

As per the reasons listed in the aforementioned letter, the Applicant is seeking Town Board Approval to rescind the previously approved Amendment that was granted through Town Board Resolution Number 566-2019, dated September 17, 2019 and revert this structure to the previous "as-of-right" use as an office building (180A and 180B).

Additionally, the enclosed plan has been submitted as the proposed Amendment to the Site Plan that was originally approved through Town Board Resolution 647-2017, dated October 3, 2017 which approved the original Fitness Center use. Through this Amendment, the Applicant is seeking to reduce the size of the previously approved Fitness Center to 19,870 square feet to accommodate a new Fitness Center tenant (Planet Fitness; tenant space identified on plans as Key Number 180), 12,506 square feet of Office Use (Key Number 181) and 7,624 square feet for a potential future Fitness Center tenant (Key Number 182). The Applicant is aware that the proposed 7,624 square foot future Fitness Center will require an additional Special Use Permit Application to be submitted to the Town Board for their review.

This Department has reviewed the following one (1) drawing prepared by Kristin Deluca, P.E., Bohler Engineering NY, PLLC, Hauppauge, New York, are identified as follows:

DRWG. NO.	TITLE:	F/1 4	PREPARED BY:	REVISED DATE:
C-301	Overall Site Plan		Kristin Deluca, P.E.	2/11/2020

March 24, 2021 Page 2

Also submitted for your review are the following documents:

- 1. Town Board Resolution Number 566-2019, dated September 17, 2019.
- 2. Town Board Resolution Number 647-2017, dated October 3, 2017.
- Memorandum from George Baptista, Deputy Commissioner, Department of Environmental Resources, dated March 18, 2021.
- 4. Letter from Thomas Galligan, dated March 16, 2021.

In addition to the above, it is the recommendation of this Department that any further alterations/revisions/amendments to the plans as submitted that are deemed minor in nature by the Commissioner of Planning and Development can be approved without notifying the Town Board in order to expedite nominal changes.

This Department has reviewed the amended Site Plans for the above-captioned property using the standards and requirements of Chapter 246 (Zoning) of the Code of the Town of Oyster Bay. The Department's review finds that the proposed Amended Site Plans are in conformance with the guidelines of Chapter 246. Therefore, I recommend the Town Board approve the Amended Site Plans herein enumerated in accordance with Chapter 246 of the Code of the Town of Oyster Bay and amend the previous Site Plan Approval granted by Town Board Resolution Number 647-2017.

ELIZABETH L. MACCARONE

COMMISSIONER

ELM:jv Encls.

cc: Legislative Affairs

flanning

TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

March 18, 2021

TO:

ELIZABETH L. MACCARONE, COMMISSIONER,

DEPARTMENT OF PLANNING AND DEVELOPMENT

FROM:

GEORGE BAPTISTA, JR. DEPUTY COMMISSIONER,

DEPARTMENT OF ENVIRONMENTAL RESOURCES

SUBJECT:

AMENDMENT OF PRIOR APPROVED SITE PLAN, CEDAR-CARMANS, LLC; SECTION 53, BLOCK 160, LOT 40A+40B; 24-HOUR FITNESS; CLASSIFICATION

PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT (SEQR):

TYPE II

LOCATION: 900-944 CARMANS ROAD, MASSAPEQUA, N.Y. 11758

Pursuant to Article 8 of the New York State Environmental Conservation Law, SEQR, and the implementing regulations thereto at 6 NYCRR Part 617, and the Town of Oyster Bay Environmental Quality Review (TEQR) Law (Chapter 110 of the Code of the Town of Oyster Bay), the Department of Environmental Resources has reviewed the above captioned proposed action. In connection with review of this subject action pursuant to SEQR, the Department was provided with a project description from the Department of Planning and Development (P&D) on September 10, 2019 and subsequent emailing detailing the revised scope of work on March 18, 2021 to determine the appropriateness of the classification as a Type II Action pursuant to SEQR.

On the basis of our evaluation, the Department of Environmental Resources concludes that this proposed action is still classified as Type II pursuant to the SEQR Type II Actions List, at 6 NYCRR §617.5(c), item #18, pertaining to "reuse of a residential or commercial structure, or of a structure containing mixed residential and commercial uses, where the residential or commercial use is permitted use under the applicable zoning law or ordinance, including permitted by special use permit, and the action does not meet or exceeds any of the thresholds in section 617.4 of this Part;"

Actions or classes of actions identified as Type II in the above-referenced section of the SEQR regulations have been pre-determined not to have a significant impact on the environment or are otherwise precluded from environmental review under the Environmental Conservation Law, Article 8, and implementing regulations. Inasmuch as the subject proposed action is classified under SEQR's pre-determined Type II Action list, as described above, the Department of Environmental Resources has applied the law and finds that said proposed action does not require the completion of an Environmental Impact Statement (EIS), or any review or other procedural activities pursuant to SEQR/TEQR.

GEORGE BAPTISTA JR

Deputy Commissioner

File: FILE/TYPE II/900-944 CARMANS ROAD MASSAPEQUAamended 3 18 2021

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WHEREAS, CEDAR-CARMANS, LLC, fee owner, obtained a Special Use Permit and Site Plan Approval from the Town Board by Resolution No. 647-2017, adopted on October 3, 2017, to construct and operate a health club/gym in the existing shopping center in a Neighborhood Business ("NB") Zoning District on premises located at 900-944 Carmans Road, Massapequa, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 53, Block 160, Lots 40A and 40B on the Land and Tax Map of Nassau County; and

WHEREAS, a Declaration of Restrictive Covenants was executed and recorded pursuant to Resolution No. 647-2017, which provided that "in the event Declarants seek permission to make a change to the subject structure or property after the date of the granting resolution, the Commissioner of the Department of Planning and Development shall determine whether the proposed change is a major or minor modification. ... Any major modification to said plans subsequent to approval by the Town Board may be done only by Town Board Resolution"; and

WHEREAS, CEDAR-CARMANS, LLC, fee owner, has now applied for approval of an amended Site Plan to renovate/repurpose an existing attached office building, of approximately 13,869 square feet, into a parking structure to provide additional parking, with associated site improvements and modifications to the existing rear parking layout; and

WHEREAS, the Town of Oyster Bay Department of Environmental Resources, Town Environmental Quality Review Division, by memorandum dated September 10, 2019, recommended Town Board determination that the subject legislation is deemed to fall under the New York State Environmental Quality Review Act, 6 NYCRR, Part 617, Section 617.5(c), Type II Actions List, as Item No. 18, relative to "reuse of a residential or commercial structure, or of a structure containing mixed residential and commercial uses, where the residential or commercial use is permitted use under the applicable zoning law or ordinance, including permitted by special use permit, and the action does not meet or exceeds any of the thresholds in Section 617.4" on the Type II Actions List, and as such does not require completion of an Environmental Assessment Form, Environmental Impact Statement or other environmental consideration; and

WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memoranda dated August 30, 2019, and September 5, 2019, advised that the Department of Planning and Development has reviewed the following nine (9) plans prepared by Joseph A. Deal, P.E., Bohler Engineering, Hauppauge, New York and two (2) plans prepared by Steve Meier, R.A., SMA + Architects, Allen, Texas:

SHEET NO.	TITLE	PREPARED BY	DATE
C1	COVER SHEET	Joseph A. Deal, P.E.	08/26/2019
C2	OVERALL SITE PLAN	Joseph A. Deal, P.E.	08/26/2019
·C3	REMOVALS PLAN	Joseph A. Deal, P.E.	08/26/2019
C4	SITE PLAN	Joseph A. Deal, P.E.	08/26/2019
C5	GRADING PLAN	Joseph A. Deal, P.E.	08/26/2019

4. In the event Applicant seeks permission to make a change to the subject structure or property after the date of this Resolution, the Commissioner of the Department of Planning and Development shall determine whether the proposed change is a major or minor modification. If a proposed modification is deemed minor, the Commissioner will have final approval of same. Any major modifications to said plans may be done only by Planning Advisory Board Resolution.

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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	Áve



WHEREAS, CEDAR-CARMANS, LLC, fee owner, has petitioned the Town Board of the Town of Oyster Bay ("Town Board") for a Special Use Permit to construct a health club/gym on premises located in a shopping center situated in a Neighborhood Business (NB) Zoning District, located at 900-944 Carmans Road, on the east side of Carmans Road, 287.76 feet from the northeast corner of Carmans Road and Bernard Street, Massapequa, Town of Oyster Bay, County of Nassau, State of New York and described as Section 53, Block 160 Lots 40A and 40B on the Land and Tax Map of Nassau County, and to terminate existing Declaration of Restrictive Covenants, dated December 19, 2006, and recorded in the Office of the Clerk of Nassau County on February 13, 2007; and

WHEREAS, a duly advertised public hearing on said Petition was held by the Town Board of the Town of Oyster Bay on July 25, 2017, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, the Town of Oyster Bay Department of Environmental Resources, Town Environmental Quality Review Division, has reviewed and submitted its "Review of Action and Determination of Significance," regarding the environmental impacts contemplated by said Petitions; and

WHEREAS, the "Review of Action and Determination of Significance" was duly made in the Town Environmental Quality Review Division's report dated July 26, 2017, with said report rendering the Division's assessment of the relevant environmental factors affected by the uses proposed in the subject Petition and recommending that the conclusions contained therein be accepted, and that same be deemed to constitute a Negative Declaration, indicating that the proposed actions would not cause significant impacts upon the environment and recommended, accordingly, that the Town Board issue a Negative Declaration; and

WHEREAS, the Nassau County Planning Commission, by Resolution No. 10201-07, adopted September 28, 2017, recommended local determination of said application; and

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

WHEREAS, Elizabeth L. Maccarone, Commissioner of the Department of Planning and Development, by memorandum dated June 27, 2017, has advised that the

Department of Planning and Development has reviewed the following one (1) plan prepared by Mario R. Vergara, R.A., MVA Architects, Floral Park, NY:

SHEET NO. TITLE SP-1 SITE PLAN

Mario R. Vergara, R.A.

<u>DATE</u> 06/21/17

WHEREAS, Elizabeth L. Maccarone, Commissioner of the Department of Planning and Development, by memorandum dated June 27, 2017, further reported that the plans submitted comply with the standards set forth in the Code of the Town of Oyster Bay, Section 246.6, Site Plan Review, and recommends Town Board approval for the site plans enumerated herein,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board of the Town of Oyster Bay does hereby adopt a Negative Declaration with respect to the Petition of CEDAR-CARMANS, LLC, fee owner, for a Special Use Permit to construct a health club/gym on premises located in a shopping center situated in a Neighborhood Business (NB) Zoning District, located at 900-944 Carmans Road, on the east side of Carmans Road, 287.76 feet from the northeast corner of Carmans Road and Bernard Street, Massapequa, Town of Oyster Bay, County of Nassau, State of New York and described as Section 53, Block 160 Lots 40A and 40B on the Land and Tax Map of Nassau County, and to terminate existing Declaration of Restrictive Covenants, dated December 19, 2006, and recorded in the Office of the Clerk of Nassau County on February 13, 2007; and be it further

RESOLVED, That the Petition of CEDAR-CARMANS, LLC, fee owner, for a Special Use Permit and to construct a health club/gym on premises located in a shopping center situated in a Neighborhood Business (NB) Zoning District, located at 900-944 Carmans Road, on the east side of Carmans Road, 287.76 feet from the northeast corner of Carmans Road and Bernard Street, Massapequa, Town of Oyster Bay, County of Nassau, State of New York and described as Section 53, Block 160 Lots 40A and 40B on the Land and Tax Map of Nassau County, and to terminate existing Declaration of Restrictive Covenants, dated December 19, 2006, and recorded in the Office of the Clerk of Nassau County on February 13, 2007, is hereby GRANTED, on the premises described as follows:

SCHEDULE A

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

BEGINNING at a point on the easterly side of Carmans Road (Carmans Mill Road) distant North 7 degrees 17 minutes 48 seconds East, 287.76 feet, measured along the easterly side of Carmans Road from the northerly end of the arc of a curve.

"Map of Lawn Estates," filed in the Office of the Clerk of Nassau County on July 20th, 1953 as Map No. 5888 and from said point of BEGINNING, South 85 degrees 25 minutes 52 seconds East, 291 feet to the easterly side of Carmans Road, as widened;

RUNNING THENCE along the easterly side of Carmans Road, as widened the following three (3) courses and distances:

- 1. North 7 degrees 49 minutes 07 seconds East, 18.66 feet;
- North 6 degrees 59 minutes 37 seconds East, 665.12 feet;
- 3. North 9 degrees 15 minutes 14 seconds, East, 185.75 feet;

THENCE South 85 degrees 25 minutes 52 seconds East, 158.20 feet;

THENCE North 4 degrees 34 minutes 08 seconds East, 100 feet to land shown on Map of Pepper Village Section No. 1;

THENCE along said land, South 85 degrees 25 minutes 52 seconds East, 453.67 feet;

THENCE South 5 degrees 19 minutes 19 seconds West, 703.30 feet;

THENCE South 85 degrees 25 minutes 52 seconds East, 385.25 feet to the boundary line between the County of Nassau and the County of Suffolk;

THENCE along said boundary line, South 1 degree 16 minutes 43 seconds, West 295.49 feet;

THENCE North 85 degrees 25 minutes 52 seconds West, 1050.31 feet to the easterly side of Carmans Road, as widened, at the point or place of BEGINNING.

Also being described as:

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

BEGINNING at a point on the easterly side of Carmans Road (Carmans Mill Road) distant North 7 degrees 17 minutes 48 seconds East, 287.76 feet, measured along the easterly side of Carmans Road from the northerly end of the arc of a curve connecting the easterly side of Carmans Road with the northerly side of Bernard Street, as said streets are laid out on the amended "Map of Lawn Estates," filed in the Office of the Clerk of Nassau

County on July 20th, 1953 as Map No. 5888, and from said point of BEGINNING South 85 degrees 25 minutes 52 seconds East 2.91 feet to the easterly side of Carmans Road, as widened;

RUNNING THENCE along the easterly side of Carmans Road, as widened, the following three courses and distances:

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THENCE South 85 degrees 25 minutes 52 seconds East, 385.25 feet to the boundary line between the County of Nassau and the County of Suffolk;

THENCE along said boundary line, South 1 degree 16 minutes 43 seconds West, 295.49 feet;

THENCE North 85 degrees 25 minutes 52 seconds West, 1050.91 feet to the easterly side of Carmans Road, as widened, at the point or place of BEGINNING.

As set forth on that certain Survey of Carman Plaza, 900-944 Carmans Road, Massapequa, Nassau County, New York dated 4/30/2007 by Millman Surveying, Inc.

SAID premises are known and described as Section 52, Block 160, Lots 40A AND 40B on the Land and Tax Map of the County of Nassau.

and be it further

RESOLVED, That the existing Declaration of Restrictive Covenants, dated December 19, 2006, and recorded in the Office of the Clerk of Nassau County on February 13, 2007, is hereby deemed terminated, and the Petition herein granted is subject to voluntary covenants and restrictions imposed upon the subject premises by the Petitioner, as set forth in the

written instrument attached herewith, to be duly recorded in the Office of the Clerk of Nassau County within one year of this Resolution, and the subject Petition may only become effective upon such recording; and be it further

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

RESOLVED, That in accordance with the memorandum of Elizabeth L. Maccarone, Commissioner of the Department of Planning and Development, dated June 27, 2017, the one (1) plan described herein is hereby approved.

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

Supervisor Saladino
Councilman Muscarella
Councilman Macagnone
Councilwoman Alesia
Councilwoman Johnson
Councilman Imbroto
Councilman Hand

Aye Aye Aye Aye Aye

Absent

cc: Supervisor (2)

Town Attorney Comptroller (2)

Planning & Development / Environmental Resources

Reviewed By Office of Town Attorney

DECLARATION OF RESTRICTIVE COVENANTS

CEDAR-CARMANS, LLC, fee owner, with a business address of 44 South Bayles Avenue, Port Washington, New York 11050, does by this Declaration, dated October 3, 2017, declare as follows:

WHEREAS, said Declarant, CEDAR-CARMANS, LLC, petitioned the Town Board of the Town of Oyster Bay for a Special Use Permit to construct a health club/gym on premises located in a shopping center situated in a Neighborhood Business (NB) Zoning District, located at 900-944 Carmans Road, on the east side of Carmans Road, 287.76 feet from the northeast corner of Carmans Road and Bernard Street, Massapequa, Town of Oyster Bay, County of Nassau, State of New York and described as Section 53, Block 160 Lots 40A and 40B on the Land and Tax Map of Nassau County, and to terminate existing Declaration of Restrictive Covenants, dated December 19, 2006, and recorded in the Office of the Clerk of Nassau County on February 13, 2007; and

WHEREAS, a duly advertised public hearing on said Petition was held by the Town Board of the Town of Oyster Bay on July 25, 2017, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, the Town Board of the Town of Oyster Bay, by Resolution No. 647 2017, dated October 3, 2017, approved said application subject to the execution of a Declaration of Restrictive Covenants; and

WHEREAS, said Declarant, for the purpose of preserving the value, and in order to assure the orderly development of the below described premises in Schedule "A" herein, and for the benefit and protection of persons and property in the area, does hereby voluntarily impose the following covenants and restrictions with respect to the premises identified as being at 900-944 Carmans Road, Massapequa, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 53, Block 160, Lots 40A and 40B on the Land and Tax Map of Nassau County, which will run with the land and be binding upon said Declarant, its successors and/or assigns,

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

1. That the Declaration of Restrictive Covenants, dated December 19, 2006 and recorded in the Office of the Clerk of Nassau County on February 13, 2007, in Liber 12232 of Deeds, page 217, affecting the premises located at 900-944 Carmans Road, Massapequa, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 53, Block 160, Lots 40A and 40B on the Land and Tax Map of Nassau County, is hereby rescinded and is replaced and superseded by this Declaration.

- 2. That all parking shall be permitted only in designated parking spaces. Said spaces are to be clearly outlined, identified and maintained with painted boundary lines. All other driveway areas shall remain open at all times for fire and emergency apparatus.
- 3. That no mechanical games of amusement shall be permitted on the subject premises or in the health club/gym.
- 4. That there shall be no outdoor storage of foods, equipment or material of any kind for the subject health club/gym.
- 5. That the subject premises shall be continually policed and maintained as to be free of all papers, trash, debris or other discarded materials, and litter baskets shall be installed and emptied as often as necessary.
- 6. That no alcoholic beverage of any kind shall be sold, dispensed or permitted at the subject health club/gym.
- 7. That no outdoor music or speakers shall be permitted, in connection with the use of the subject health club/gym.
- 8. That the exterior of all structures, parking areas, and all other installations visible to the public, shall be continually maintained in neat and good repair.
- 9. That all lighting shall be directed onto the subject premises, and no lighting is to be directed onto adjacent properties and roadways.
- 10. That all garbage, waste and rubbish shall be kept in a suitable container enclosed on three (3) sides and screened from view.
- 11. That any and all signs that are to be erected and maintained are to comply with all applicable provisions of present laws or ordinances of the Town of Oyster Bay.
- 12. That there shall be strict compliance with any and all ordinances, laws, regulations or directives of the Town of Oyster Bay, the Nassau County Fire Marshal's Office, the Nassau County Department of Health, and any and all other agencies or departments of the Town of Oyster Bay, Nassau County, the State of New York and/or the United States of America.
- 13. That no Certificate of Occupancy shall be issued unless and until the development of the site is in conformance with the one (1) plan prepared by Mario R. Vergara, R.A., MVA Architects, Floral Park, New York, dated June 21, 2017, reviewed in accordance with Section 246-6, "Site Plan Review", of the Zoning Code of the Town of Oyster Bay, recommended for acceptance by Elizabeth L. Maccarone, Commissioner of the Department of Planning and Development, by memorandum dated June 27, 2017 and approved by the Town Board of the Town of Oyster Bay, including any and all amendments that the Town Board may have required to said plans. In the event Declarants seek permission to make a change to the subject structure

or property after the date of the granting resolution, the Commissioner of the Department of Planning and Development shall determine whether the proposed change is a major or minor modification. If a proposed modification is deemed minor, the Commissioner will have final approval of same. Any major modification to said plans subsequent to approval by the Town Board may be done only by Town Board Resolution.

- 14. That in the event of any violation of any kind of the restrictions, covenants or provisions contained herein or any ordinances or regulations, and failure to remedy such violation within thirty (30) days after notice by the Town to the then owner of the real estate or the current operator of the subject premises of whom the Town has been given notice, the Town shall have the right to suspend or revoke forthwith, the Special Use Permit granted, unless a cure for such violation has been commenced or is being diligently pursued.
- 15. This Declaration shall be filed with the County Clerk of Nassau County and be construed with the same force and effect as a recorded document, and shall be deemed a covenant running with the land. The restrictions contained herein may be enforced by the Town Board of the Town of Oyster Bay to the same extent and with the same authority as the enforcement of a Zoning Ordinance. This Declaration shall not be modified, changed, altered or amended except with the consent of the Town Board of the Town of Oyster Bay.

SCHEDULE A

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

BEGINNING at a point on the easterly side of Carmans Road (Carmans Mill Road) distant North 7 degrees 17 minutes 48 seconds East, 287.76 feet, measured along the easterly side of Carmans Road from the northerly end of the arc of a curve connecting the easterly side of Carmans Road with the northerly side of Bernard Street, as said streets are laid out on the amended "Map of Lawn Estates," filed in the Office of the Clerk of Nassau County on July 20th, 1953 as Map No. 5888 and from said point of BEGINNING, South 85 degrees 25 minutes 52 seconds East, 291 feet to the easterly side of Carmans Road, as widened;

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THENCE South 85 degrees 25 minutes 52 seconds East, 158.20 feet;

THENCE North 4 degrees 34 minutes 08 seconds East, 100 feet to land shown on Map of Pepper Village Section No. 1;

THENCE along said land, South 85 degrees 25 minutes 52 seconds East, 453.67 feet;

THENCE South 5 degrees 19 minutes 19 seconds West, 703.30 feet;

THENCE South 85 degrees 25 minutes 52 seconds East, 385.25 feet to the boundary line between the County of Nassau and the County of Suffolk;

THENCE along said boundary line, South 1 degree 16 minutes 43 seconds, West 295.49 feet;

THENCE North 85 degrees 25 minutes 52 seconds West, 1050.31 feet to the easterly side of Carmans Road, as widened, at the point or place of BEGINNING.

Also being described as:

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

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As set forth on that certain Survey of Carman Plaza, 900-944 Carmans Road, Massapequa, Nassau County, New York dated 4/30/2007 by Millman Surveying, Inc.

SAID premises are known and described as Section 53, Block 160, Lots 40A and 40B on the Land and Tax Map of the County of Nassau.

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

CEDAR-CARMANS, LLC, Fee Owner

Adina G. Storch Secretary

STATE OF NEW YORK)
COUNTY OF NO. (10M) ss.:

On the loth day of 0 those in the year 2017 before me, the undersigned, personally appeared flind (-. Store), personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity(ies), and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

MEEKA LEVIN
NOTARY PUBLIC, State of New York
No. 02LE6202881
Qualified in Queens County
Commission Expires March 30, 20 21





2929 Expressway Drive North, Suite 120 Hauppauge, NY 11749 631.738.1200

> 14 Penn Plaza, Suite 814 New York, NY 10122 646.661,4200

March 16, 2021 Via Hand Delivery

Town of Oyster Bay 74 Audrey Avenue Oyster Bay, NY 11771

Attention:

Ms. Leslie Maccarone

Commissioner

Re:

941 Carmans Road Massapequa, New York

Sec. 53; Blk: 160; Lot 40

Minor Site Plan Modification Letter

Dear Commissioner Maccarone:

Based on new tenant developments, our office and the property owner, Cedar Realty Trust, Inc., are requesting a Minor Site Plan Modification for the above referenced site. The previous tenant of space 180, a 40,000 SF fitness use approved for 24 Hour Fitness under Certificate of Occupancy No. A513788, will be changed to 19,870 SF Planet Fitness in space 180, a 12,506 SF future office use in space 181, and a future 7,624 fitness use in space 182. The future tenants for 181 and 182 are to be determined.

In addition, please also accept this letter as confirmation that the adjacent building in the rear (180A/B), that was previously submitted for review to be an indoor parking structure for 24 Hour Fitness, will no longer proceed. Cedar Realty Trust, Inc. has filed an application and received a building permit (No. R20004243) from the Town to perform an interior alteration to this building and construct their new headquarters.

Enclosed, see the attached Overall Site Plan, sheet C-301, dated 2/11/20 Rev. 1, that reflects the tenant changes discussed above.

If you have any questions or require additional information, please feel free to contact our office.

Sincerely,

BOHLER ENGINEERING NY, PLLO

Thomas Galligan Project Manager Reviewed By Office of Town Automey

WHEREAS, the Town Board of the Town of Oyster Bay, by Resolution No.432-2019, adopted on January 28, 2020, granted the Petition of 550 HICKSVILLE REALTY CORP. and GRAMARCY POINT REALTY CORP., then fee owners, and LSC DEVELOPMENT, LLC, then contract vendee, for a Special Use Permit and Site Plan Approval, to allow for the construction and operation of a self-storage facility on premises located in a "GB" (General Business) District, at 550 West Old Country Road, Hicksville, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 11, Block 484, Lots 42-43 on the Land and Tax Map of Nassau County; and

WHEREAS, the Code of the Town of Oyster Bay, Chapter 246, Section 9.3.5, Expiration, provides that the approval of a Special Use Permit shall expire in the event that the approved use and/or site development is not commenced within one year after the date the Special Use Permit was granted, unless an extension of the time is granted; and

WHEREAS, LSC DEVELOPMENT, LLC, the current fee owner, through its attorney, John C. Farrell, Esq., of Sahn Ward, PLLC, by letter dated March 19, 2021, requested an extension of time, nunc pro tunc from the current expiration date of July 9, 2020; and

WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memorandum dated March 24, 2021, recommended that two six (6) month extensions of time be granted, nunc pro tune, to July 9, 2021,

NOW, THEREFORE, BE IT RESOLVED, That the request of LSC DEVELOPMENT, LLC, the current fee owner, through its attorney, John C. Farrell, Esq., of Sahn Ward, PLLC, for an extension of time to commence the use and/or site development approved by Special Use Permit granted by Resolution No. 432-2019, is hereby GRANTED, nunc pro tunc, until July 9, 2021, and the same terms and conditions effective pursuant to Resolution No. 432-2018, adopted on July 9, 2019, shall prevail.

-#--

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

TOWN OF OVSTER BAY Inter-Departmental Memo

March 24, 2021



To

MEMORANDUM DOCKET

From

ELIZABETH MACCARONE, COMMISSIONER

DEPARTMENT OF PLANNING & DEVELOPMENT

Subject

REQUEST FOR EXTENSION OF TIME FOR SPECIAL USE PERMIT

AND APPROVED SITE PLAN

TOWN BOARD RESOLUTION # 432-2019 PETITION OF LSC DEVELOPMENT, LLC

550 WEST OLD COUNTRY ROAD HICKSVILLE, N.Y. 11801

SECTION: 11 BLOCK: 484 LOTS: 42-43

This Department is in receipt of correspondence, dated March 19, 2021, from John C. Farrell of Law Offices of Salm Ward, PLLC requesting an extension of time to commence with the approved use and development of the site for the above captioned premises (see attached). It is my recommendation that a two (2) six (6) month extension of time should be granted from the current expiration date of July 9, 2020 to July 9, 2021, nunc pro tunc.

The same terms and conditions should prevail as contained in Town Board Resolution Number 432-2019 dated July 9, 2019.

Very Truly Yours,

ELIZABETH L. MACCARONE

COMMISSIONER

ELM/cm Enclosure

planning

SAHN WARD, PLLC

ATTORNEYS AT LAW
THE OMNI
333 EARLE OVINGTON BOULEVARD
SUITE 601
UNIONDALE, NEW YORK 11553

SWP 417-17

TELEPHONE: (516) 228-1300
TELECOPIER: (516) 228-0038
E-MAIL: INFO@SAHNWARD.COM
WWW.SAHNWARD.COM

JOHN C. FARRELL Partner jfarrell@sahnward.com

March 19, 2021

VIA FEDERAL EXPRESS

Town of Oyster Bay Department of Planning 74 Audrey Avenue Oyster Bay, New York 11771

Re:

Site Plan Approval of LSC Development et al. 550 West Old Country Road, Hicksville, NY

Dear Commissioner Maccarone:

Our firm represents LSC Development, the applicant in the above referenced matter. On July 9, 2019 the Town Board adopted a resolution to grant a special permit to utilize the subject property as a self-storage facility and approve the proposed site plan for this project. See Copy Attached. Following the Town Board approval, my client applied for and obtained a variance for a reduction in the amount of required parking.

At that time, our client was ready to proceed with demolition of the building but encountered resistance from AT&T which maintains wireless telecommunications infrastructure on the roof of the building. Despite repeated assurances from AT&T that they would work with our client to temporarily relocate this equipment until the new building was constructed, AT&T actually engaged in tactics which caused extensive delays. In fact, they only signed the agreement for the temporary relocation on Tuesday March 16, 2021.

Our client is now prepared to get the necessary permits to start construction, but he was advised that his Town Board approval expired after one year.

Based on the foregoing, we respectfully request that the Town grant a sufficient extension of time on the approval for our client to obtain his building permits.

Sahn Ward, pllc

Town of Oyster Bay March 19, 2021 Page 2

Should you have any questions regarding this matter do not hesitate to contact the undersigned.

Very truly yours,

John C. Farrell

JCF:cn Encs. Heviewed By Office of Town Attorney

WHEREAS, 550 HICKSVILLE REALTY CORP. and GRAMARCY POINT REALTY CORP., fee owners, and LSC DEVELOPMENT, LLC, contract vendee, petitioned the Town Board of the Town of Oyster Bay for a Special Use Permit and Site Plan Approval, to allow for the construction and operation of a self-storage facility on premises located in a "GB" (General Business) District, at 550 West Old Country Road, Hicksville, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 11, Block 484, Lots 42-43 on the Land and Tax Map of Nassau County; and

WHEREAS, a duly advertised public hearing on said Petition was held by the Town Board of the Town of Oyster Bay on May 21, 2019 at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

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

WHEREAS, the Quality Review Report was dated April 4, 2019, with said report rendering the Division's assessment of the relevant environmental factors affected by the uses proposed in the subject Petition and recommending that the conclusions contained therein be accepted, indicating that the proposed actions would not cause significant impacts upon the environment and recommended, accordingly, that the Town Board issue a Negative Declaration; and

WHEREAS, the Nassau County Planning Commission, by Resolution No. 10313-19, adopted on June 26, 2019, deferred to the Town Board of the Town of Oyster Bay to take action as it deemed appropriate on said application; and

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

WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memorandum dated April 11, 2019, has advised that the Department of Planning and Development has reviewed the following eight (8) plans prepared by Andrew J. Nee, P.E., VHB Engineering, Surveying, Landscape Architecture and Geology, P.C., Hauppauge, New York, two (2) plans prepared by Juan C. Vargas, Jr., P.E., VHB Engineering, Surveying,

Landscape, Architecture and Geology, P.C., Hauppauge, New York, and eleven (11) plans prepared by Mark J. Sullivan, R.A., SGW Architects, P.C., Chicago, Illinois:

		1		
	SHEET NO.	TITLE	PREPARED BY	DATE.
	C-1	LEGEND AND GENERAL NOTES	Andrew J. Nee, P.E.	02/27/19
	C-2	LAYOUTS AND MATERIALS PLAN	Andrew J. Nee, P.E.	02/27/19
	C-3	GRADING AND DRAINAGE PLÂN	Andrew J. Nee, P.B.	02/27/19
	C-4	UTILITY PLAN	Andrew J. Nee, P.E.	02/27/19
	C-5	EROSION AND SEDIMENT	•	
	-	CONTROL PLAN	Andrew J. Nee, P.E.	02/27/19
	C-6	SITE DETAILS 1	Andrew J. Nee, P.E.	02/27/19
	C-7	SITE DETAILS 2	Andrew J. Nee, P.E.	02/27/19
	L-1	PLANTING PLAN	Juan C. Vargas, Jr., P.E.	02/27/19
	L-2	PLANTING NOTES AND DETAILS	Juan C. Vargas, Jr., P.E.	02/27/19
	PH-1	PHOTOMETRICS PLAN	Andrew J. Nee, P.E.	02/27/19
	A101.00	PARTIAL FIRST FLOOR PLAN-WEST	Mark J. Sullivan, R.A.	05/18/18
	Á102.00	PARTIAL FIRST FLOOR PLAN-EAST	Mark J. Sullivan, R.A.	05/18/18
	A103.00	PARTIAL FIRST FLOOR SKYBOX		
		PLAN - WEST	Mark J. Sullivan, R.A.	05/18/18
	A104.00	PARTIAL FIRST FLOOR SKYBOX	#	
		PLAN - EAST	Mark J. Sullivan, R.A.	05/18/18
	A105.00	PARTIAL SECOND FLOOR PLAN -		
_		WEST ·	Mark J. Sullivan, R.A.	05/18/18
	A106.00	PARTIAL SECOND FLOOR PLAN -	:	1
	2	EAST	Mark J. Sullivan, R.A.	05/18/18
	A107.00	PARTIAL THIRD FLOOR -WEST	Mark J. Sullivan, R.A.	05/18/18
	A108.00	PARTIAL THIRD FLOOR - EAST	Mark J. Sullivan, R.A.	05/18/18
	A201.00	ELEVATIONS	Mark J. Sullivan, R.A.	05/18/18
	Á202.00	PERSPECTIVES	Mark J. Sullivan, R.A.	05/18/18
	A201.00	BUILDING SECTION	Mark J. Sullivan, R.A.	05/18/18

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

NOW, THEREFORE, BE IT RESOLVED, That the Town Board of the Town of Oyster Bay does hereby adopt a Negative Declaration with respect to the Petition of 550 HICKSVILLE REALTY CORP. and GRAMARCY POINT REALTY CORP., fee owners, and LSC DEVELOPMENT, LLC, contract vendee, for a Special Use Permit and Site Plan Approval, to allow for the construction and operation of a self-storage facility on premises located in a "GB" (General Business) District, at 550 West Old Country Road, Hicksville, Town of Oyster Bay

County of Nassau, State of New York, and described as Section 11, Block 484, Lots 42-43 on the Land and Tax Map of Nassau County; and it is further

RESOLVED, That the Petition of 550 HICKSVILLE REALTY CORP. and GRAMARCY POINT REALTY CORP., fee owners, and LSC DEVELOPMENT, LLC, contract vendee, for a Special Use Permit and Site Plan Approval, to allow for the construction and operation of a self-storage facility on premises located in a "GB" (General Business) District, at 550 West Old Country Road, Hicksville, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 11, Block 484, Lots 42-43 on the Land and Tax Map of Nassau County, is hereby GRANTED, on the premises described as follows:

AS TO TAX LOT 42:

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

BEGINNING at a point on the northerly side of Old Country Road, as widened, distant 320.60 feet westerly as measured along the northerly side of Old Country Road from the extreme westerly end of the arc of a curve, which connects the northerly side of Old Country Road with the westerly side of Charlotte Avenue;

RUNNING THENCE along the northerly side of Old Country Road, south 76 degrees 12 minutes 48 seconds West, a distance of 110.03 feet;

THENCE North 7 degrees 16 minutes 56 seconds West, a distance of 345.38 feet;

THENCE North 68 degrees 09 minutes 14 seconds East, a distance of 112.92 feet;

THENCE South 7 degrees 16 minutes 56 seconds East, a distance of 361.30 feet to the northerly side of Old Country Road, to the point or place of BEGINNING;

AND

2.

AS TO TAX LOT 43:

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

BEGINNING at the southeasterly comer of the premises herein conveyed on the new Northerly side of Old Country Road, adjoining the Westerly line of premises now or formerly of Weber, now or formerly of Bonura; said point being distant 592.61 feet Easterly as measured along said new Northerly side of Old Country Road from the extreme Easterly end of the arc of the curve connecting said new Northerly side of Old Country Road with the Easterly side of Duffys Lane;

RUNNING THENCE along the new Northerly side of Old Country Road, South 76 degrees 12 minutes 48 seconds West, 90.56 feet to land now or formerly of Wesnofske;

THENCE along land now or formerly of Wesnofske, North 1 degree 36 minutes 30 seconds West, record (North 7 degrees 16 minutes 56 seconds West, actual), 361.30 feet to property now or formerly of Hoffman;

THENCE along said property of Hoffman, North 73 degrees 49 minutes 40 seconds East, record (North 68 degrees 09 minutes 14 seconds East, actual), 93.03 feet to property now or formerly of Weber, now or formerly of Bonura;

THENCE along same, South 1 degree 36 minutes 30 seconds East, record (South 7 degrees 16 minutes 22 seconds East, actual), 374.46 feet to the new Northerly side of Old Country Road, at the point or place of BEGINNING;

and be it further

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

RESOLVED, That in accordance with the memorandum of Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, dated April 11, 2019, the twenty-one (21) plans described herein are hereby approved.

STATE OF NEW YORK, COUNTY OF NASSAU, TOWN OF OYSTER BAY

I, Joseph Nocella, Town Attorney

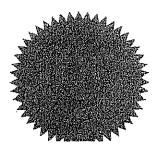
DO HEREBY CERTIFY that I have compared the annexed with the original

Resolution No. 432-2019 adopted by the Town Board of the Town of Oyster Bay at their meeting of July 9, 2019, GRANTING a Special Use Permit and a Site Plan Approval for property located at 550 West Old Country Road, Hicksville, New York

filed in the Town Attorney's Office and that the same is true transcript thereof, and of the whole of such original.

In Testimony Whereof, I have hereunto signed my name and affixed the seal of said Town this 9^{th} day of JUIV, 2019

Joseph Mirelle



EAF
Reviewed By
Office of Town Autorney

WHEREAS, the Town Board of the Town of Oyster Bay, by Resolution No. 90-2020, adopted on January 28, 2020, granted the Petition of 62 SOUTH STREET TOWER, INC., fee owner, for a Special Use Permit to allow for the conversion of the second floor (5,959 square feet) of a building located in a GB (General Business) District, at 62 South Street, Oyster Bay, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 27, Block 42, Lots 572, and 576-583, on the Land and Tax Map of Nassau County, from office space to residential use consisting of eight (8) apartments; and

WHEREAS, the Code of the Town of Oyster Bay, Chapter 246, Section 9.3.5, Expiration, provides that the approval of a Special Use Permit shall expire in the event that the approved use and/or site development is not commenced within one year after the date the Special Use Permit was granted, unless an extension of the time is granted; and

WHEREAS, the applicant, through its attorney, Anthony J. LaMarca, Esq., by letter dated March 16, 2021, requested an extension of time, nunc pro tune, from the current expiration date of January 28, 2021; and

WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memorandum dated March 18, 2021, recommended that a six (6) month extension of time be granted, nunc pro tune, to July 28, 2021,

NOW, THEREFORE, BE IT RESOLVED, That the request of 62 SOUTH STREET TOWER, INC., fee owner and applicant, through its attorney, Anthony J. LaMarca, Esq., for a six (6) month extension of time, until July 28, 2021, to commence the use and/or site development approved by Special Use Permit granted by Resolution No. 90-2020, is hereby GRANTED, nunc pro tunc, and the same terms and conditions effective pursuant to Resolution No. 90-2020, adopted on January 28, 2020, shall prevail.

-#-

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



TOWN OF OYSTER BAY Inter-Departmental Memo

March 18, 2021

To

MEMORANDUM DOCKET

From

ELIZABETH MACCARONE, COMMISSIONER

DEPARTMENT OF PLANNING & DEVELOPMENT

Subject

REQUEST FOR EXTENSION OF TIME FOR SPECIAL USE PERMIT

AND APPROVED SITE PLAN

TOWN BOARD RESOLUTION #90-2020

PETITION OF 62 SOUTH STREET TOWER, INC. 62 SOUTH STREET, OYSTER BAY, N.Y. 11771 SECTION: 27 BLOCK: 42 LOTS: 572 & 576-583

This Department is in receipt of correspondence, dated March 16, 2021, from Anthony LaMarca of Law Offices of Anthony J. LaMarca, P.C. requesting an extension of time to commence with the approved use and development of the site for the above captioned premises (see attached). It is my recommendation that a six (6) month extension of time should be granted from the current expiration date of January 28, 2021 to July 28, 2021, nunc pro tune.

The same terms and conditions should prevail as contained in Town Board Resolution Number 90-2020 dated January 28, 2020.

Very Truly Yours,

ELIZABETH L. MACCARONE

COMMISSIONER

ELM/cm Enclosure

> PCUD COMPTRULLER '21 MAR 19 PMB:37

Planning

Law Offices ANTHONY J. LaMARCA, P.C. 116 JACKSON AVENUE SYOSSET, NEW YORK 11791

(5:16) 677 - 9000

ANTHONY J. LaMARCA, ESQ. lamarcalaw@gmail.com

mobile: (516) 852-2948

FACSIMILE (516) 677 -0190

March 16, 2021

Via first class and electronic mail (sbyme@oysterbay-ny.gov)

SUP415-17

Ms. Elizabeth L. Maccarone, Commissioner Department of Planning & Development 74 Audrey Avenue, Town Hall Oyster Bay, NY 11771

Re:

62 South Street, Oyster Bay, New York Application of 62 South Street Tower, Inc. Section 27, Block 42, Lots 572 & 576 -583 Town Board Resolution No. 90-2020

Dear Commissioner:

The referenced special use permit was granted on January 28, 2020, and may require an extension. If so, the applicant is requesting that the Town Board extend the special use permit *nunc pro tunc*. A copy of the Town Board resolution is submitted herewith. It is noted that the resolution by its terms does not indicate a termination date.

If an extension is required, we are respectfully requesting that an appropriate submission to the Town Board be initiated. Should you require anything further in order to process this request, please notify the undersigned at your convenience.

Thank you for your consideration.

Respectfully,

ANTHONY J. LaMARO

ail

Enclosures

CC:

(emaccarone@oysterbay-ny.gov)
Applicant (via electronic mail)

Reviewed By Office of Town Attorney

Chiyabuth O. Jangha

WHEREAS, 62 SOUTH STREET TOWER, INC., fee owner, petitioned the Town Board of the Town of Oyster Bay for a Special Use Permit to allow for the conversion of the second floor (5,959 square feet) of a building located in a GB (General Business) District, at 62 South Street, Oyster Bay, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 27, Block 42, Lots-572, and 576-583, on the Land and Tax Map of Nassau County, from office space to residential use consisting of eight (8) apartments; and

WHEREAS, a duly advertised public hearing on said Petition was held by the Town Board of the Town of Oyster Bay on November 19, 2019, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, the Town of Oyster Bay Department of Environmental Resources, Town Environmental Quality Review Division, by memorandum dated July 19, 2019, recommended Town Board determination that the subject legislation is deemed to fall under the New York State Environmental Quality Review Act, 6 NYCRR, Part 617, Section 617.5(c), Type II Actions List, as Item No. 18, relative to "reuse of a residential or commercial structure, or of a structure containing mixed residential and commercial uses, where the residential or commercial use is a permitted use under the applicable zoning law or ordinance, including permitted by special use permit, and the action does not meet or exceeds any of the thresholds in section 617.4" of Part 617, and

WHEREAS, the Nassau County Planning Commission, by Resolution No. 10353-19, adopted on January 9, 2020, deferred to the Town Board of the Town of Oyster Bay to take action as it deemed appropriate on said application; and

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

WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memorandum dated August 21, 2019 advised that the Department of Planning and Development has reviewed the following six (6) plans prepared by Michael S. Tedesco, R.A., Core Group Architects, L.L.P., Oyster Bay, New York:

SHEET NO. TITLE

PREPARED BY

LAST REVISED

A-I

Site Plan, Zoning Data, Vicinity Map and Existing Building Photos

Michael S. Tedesco, R.A.

04/18/18

A-2 A-3 A-4 A-5	(Cellar Plan First Ploor Plan Second Floor Plan Attic/Roof Plan and Existing	Michael S. Tedesco, R.A. Michael S. Tedesco, R.A. Michael S. Tedesco, R.A.	03/23/18 03/23/18 03/23/18
A-6		Signage Photos Property Use Map	Michael S. Tedesco, R.A. Michael S. Tedesco, R.A.	03/23/18 03/23/18

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

NOW, THEREFORE, BE IT RESOLVED, That the Petition of 62 SOUTH STREET TOWER, INC., fee owner, for a Special Use Permit to allow for the conversion of the second floor (5,959 square feet) of a building located in a GB (General Business) District, at 62 South Street, Oyster Bay, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 27, Block 42, Lots 572, and 576-583, on the Land and Tax Map of Nassau County, from office space to residential use consisting of eight (8) apartments, is hereby GRANTED, on the premises described as follows:

SCHEDULE A

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

BEGINNING at a point on the westerly side of South Street distant 84.59 feet South from the intersection formed by the westerly side of South Street and the southerly side of Hamilton Avenue;

RUNNING THENCE South 60 degrees 47 minutes West, 82,20 feet;

THENCE North 59 degrees 13 minutes 30 seconds West, 113.07 feet;

THENCE North 34 degrees 11 minutes East, 166,10 feet (actual count 34 degrees 12 minutes 20 seconds East, 166 feet);

THENCE North 52 degrees 43 minutes East, 78.61 feet;

THENCE South 40 degrees 49 minutes West, 59.30 feet;

THENCE South 39 degrees 37 minutes 40 seconds East, 81.19 feet to the westerly side of South Street, the point or place of BEGINNING.

SAID premises are known and described as Section 27, Block 42, Lots 572 and 576-583 on the Land and Tax Map of the County of Nassau.

and be it further

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

RESOLVED, That in accordance with the memorandum of Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, dated August 21, 2019, the six (6) plans described herein are hereby approved.

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

Supervisor Saladino	Aye
Councilwoman Johnson	Αyε
Councilman Imbroto	Αye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Ave
Councilwoman Walsh 3 -	Ave

STATE OF NEW YORK, COUNTY OF NASSAU, TOWN OF OYSTER BAY

Sheila Tamowski, Director of Legislative Affairs

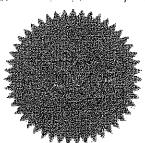
DO HEREBY CERTIFY that I have compared the annexed with the original

Resolution No. 90-2020 adopted by the Town Board of the Town of Oyster Bay at their meeting of January 28, 2020, GRANTING a Special Use Permit to allow for conversion of the second floor of a building located at 62 South Street, Oyster Bay, New York from office space to residential use consisting of eight apartments

Legislative Affairs filed in the Town Attorney's Office and that the same is true transcript thereof, and of the whole of such original.

In Testimony Whereof, I have hereunto signed

my name and affixed the seal of said Town this 29th day of January 2020
Shelle Tarmowle



Reviewed By Office of Jown Attorney

WHEREAS, by Resolution No. 712-2019, adopted November 19, 2019, the Town Board authorized the Comptroller to utilize the services of USI Consulting Group, 95 Glastonbury Boulevard, Suite 102, Glastonbury, CT 06033, for the purposes of providing Actuarial Consulting Services for the 2019 financial period, including preparation of a biennial valuation of the Town's Other Post-Employment Benefits liability for a one (1) year period, from December 1, 2019, through November 30, 2020, in a total amount not to exceed \$8,900.00, with two (2), one-year extension options; and

WHEREAS, Steven C. Ballas, Comptroller, by memorandum dated March 25, 2021, advised that USI Consulting Group provided the authorized full valuation report and one update, both of which were utilized to complete the Town's 2019 financial statements; and

WHEREAS, Comptroller Ballas, by said memorandum, requested and recommended that the Town Board amend Resolution No. 712-2019, adopted November 19, 2019, and authorize the Office of the Comptroller to utilize the services of USI Consulting Group to provide an additional update report for the 2020 reporting period in order to complete the Town's financial statements, at a cost of \$750.00; and

WHEREAS, Comptroller Ballas, by said memorandum, advised that funds for payment of said services are available in Account No. CMP A 1315 44800 000 0000,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, Resolution No. 712-2019, adopted November 19, 2019, is hereby amended and the Comptroller is hereby authorized to utilize the services of USI Consulting Group to provide an additional update report for the 2020 reporting period in order to complete the Town's financial statements,

RESOLVED, That the Comptroller is hereby authorized and directed to issue a total encumbrance order in a total amount not to exceed \$750.00 to USI Consulting Group, upon presentation of a duly certified claim, after audit, to be drawn from account No. CMP A 1315 44800 000 0000.

#-

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

TOWN OF OYSTER BAY

Inter-Departmental Memo

March 25, 2021

To:

MEMORANDUM DOCKET

From:

STEVEN C. BALLAS, COMPTROLLER

Subject:

AMENDMENT OF TOWN BOARD RESOLUTION 712-2019 - AWARD

OF ACTUARIAL CONSULTING SERVICES - OTHER POST

EMPLOYMENT BENEFITS

In accordance with a request for proposal (RFP) process as set forth by Town Board Resolution. the Comptroller's Office solicited proposals from firms interested in providing a biennial valuation of the Town's Other Post-Employment Benefits liability.

USI Consulting Group, Inc., of Glastonbury, Connecticut, was the highest ranked firm. The firm submitted its cost proposal for a one (1) year financial period with an option of extending the services to second and third year reporting periods.

Town Board Resolution 712-2019 authorized USI Consulting Group, Inc. to provide Actuarial Consulting Services for the 2019 financial period for a fee of \$8,900.00, which included a full valuation report and one update. Both the reports were utilized to complete the Town's 2019 financial statements. At this time, the Town requires an additional update to report for the 2020 reporting period in order to complete our financial statements. The cost of the update report is \$750.00.

Town Board authorization is requested to amend resolution 712-2019 to include the cost of the GASB 75 report as required by law. The additional cost of \$750.00 is available in account CMP A 1315 44800 000 0000.

EN C. BALLA

COMPTROLLER

SCB:rpp

cc: Internal Audit Division (RFP File) Reading File

Reviewed By Office of Town Attorney

WHEREAS, Steven C. Ballas, Comptroller, by memorandum dated November 8, 2019, advised that pursuant to the Town of Oyster Bay Procurement Policy, a request for proposals (RFP) was issued to eight (8) firms, and was placed on the Town of Oyster Bay website, to procure Other Post Employment Benefit Actuarial Consultant Services to the Town, for a one (1) year period, from December 1, 2019, through November 30, 2020, with the provision of two (2), one-year extension options, if mutually agreeable; and

WHEREAS, following a review and evaluation of said eight (8) responses by an RFP review committee, based on the established criteria in conjunction with a set of guidelines for the purpose of choosing the most qualified firm, and in compliance with requirements of Guidelines 6 and 9 of the Town's Procurement Policy, Comptroller Ballas, by said memorandum, requested that the Town Board authorize the Office of the Comptroller to utilize the services of USI Consulting Group, 95 Glastonbury Boulevard, Suite 102, Glastonbury, CT 06033, the highest ranked firm in accordance with the specifications contained in the RFP for the purposes of providing Other Post Employment Benefit Actuarial Consultant Services to the Town; and

WHEREAS, Comptroller Ballas further requests, by said memorandum, Town Board authorization for the Supervisor, his designee and/or the Comptroller to execute said agreement with USI Consulting Group for the Purpose of providing Other Post Employment Benefit Actuarial Consultant Services; and

WHEREAS, the value of the accounting services for the one (1) year financial period is to be \$7,900.00 plus \$1,000.00 for a report update if needed and funds for payment of said services are available in Account No. CMP A 1315 44800 000 0000.

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are accepted, and the Comptroller is hereby authorized to utilize the services of USI Consulting Group for the purposes of providing Other Post Employment Benefit Actuarial Consultant Services to the Town for a period of one (1) year, with two (2) extensions, mutually agreeable, each extension being one (1) year and the Supervisor, his designee and/or Comptroller to execute said agreement,

RESOLVED, That the Comptroller is hereby authorized and directed to issue a total encumbrance order in a total amount not to exceed \$8,900.00 to USI Consulting Group, upon presentation of a duly certified claim, after audit, to be drawn from account No. CMP A 1315 44800 000 0000.

#.

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

WHEREAS, by Resolution No. 124-2021, adopted on February 23, 2021, the Town Board authorized Hirani Engineering & Land Surveying, P.C. to provide technical services under On-Call Contract No. PWC14-20; and

WHEREAS, Jim Hirani, P.E., President, Hirani Engineering & Land Surveying, P.C., by letter dated March 19, 2021, described the scope of work to be performed under Contract No. PWC19-18, in an amount not to exceed \$67,554.25, in connection with providing construction management services including the review of closeout documents, as-built drawings, warranties and invoices relative to repairs to the Hicksville Parking Facility; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Departments of Public Works/Highways, by memorandum dated March 26, 2021, requested Town Board authorization for Hirani Engineering & Land Surveying, P.C., to provide the aforesaid on-call technical services under Contract No. PWC19-18 related to construction management of repairs to the Hicksville Parking Facility, and further requested that the Comptroller be directed to issue an encumbrance order in an amount not to exceed \$67,554.25 for this purpose; and

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

WHEREAS, funds in the amount of \$67,554.25 to satisfy said technical services are available in Account No. HWY H 5997 20000 000 1804 016,

NOW, THEREFORE, BE IT RESOLVED, that the requests as hereinabove set forth are approved, and Hirani Engineering & Land Surveyng, P.C. is hereby authorized to proceed to provide the aforementioned services in connection with Contract No. PWC19-18, for an amount not to exceed \$67,554.25, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed \$67,554.25, with funds to be drawn from Account No. HWY H 5997 20000 000 1804 016.

#

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

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

MARCH 26, 2021

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 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 19, 2021 from Hirani Engineering & Land Surveying, P.C., regarding the scope of work performed in the amount of \$67,554.25. Services provided include construction management services, comprising review of closeout documents, as-built drawings, warranties and invoices. The Town Board had recently approved a funding authorization for Hirani Engineering & Land Surveying, P.C. by Resolution124-2021, which included funds for this purpose. Upon further review of invoices submitted it was determined that a separate funding authorization is required as these services were performed under a previous on-call contract. The funding authorization approved by Resolution 124-2021 has been reduced accordingly, resulting in no additional cost to the Town.

Attached is an availability of funds in the amount of \$67,554.25 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.

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

It is hereby requested that the Town Board authorize, by Resolution Hirani Engineering & Land Surveying, P. Cande 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 COMMISSIONER

DEPARTMENT OF PUBLIC WORKS/HIGHWAY

RWL/JCT/MR/lk

Attachment

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

PWC19-18 HIRANI DOCKET 2019 CM 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 ENG	INEERING & LAND SURVEYING, P.C.			
Discipline ST	RUCTURAL ENGINEERING			
Total Authorization	\$766,814.25			
Resolution No. 859-20	17 Date12/12/2017			
Funded To Date	\$699,260.00			
Amount Requested	\$67,554.25			
Account To Be Used HWY H 5997 2000	00 000 1804 016, PROJ ID. 1804HWYST-02			
If Capital Account, State The Relate Description Of Work If a Capital Account is used and work is not related to a Capital requested service that qualifies it as a Capital Expense.	d Contract Number: H17-159			
ENGINEERING SERVICES FOR REPAIR:	S TO THE HICKSVILLE PARKING FACILITY			
	}			
Work To Be Completed In Contract Period: A "No" response will require Town Board authorization to exte	Yes X No			
Required Insurances Are In Effect: A "No* response will prevent further processing of this form.	Yes X No			
Required 50% Performance Bond For This Request in Effect:	Yes No N/A X			
	ount of Bond \$			
Requesting Division/Department	DPW Approval Only To Be Executed By The Commissioner			
Signature USPUTY COMMISSIONER Title Department of Highways	Signature Commissioner of Public Works			
Date 3-19-21	Date 3/26/21			
THIS SECTION TO BE COMPLETED	BY THE DIRECTOR OF FINANCE			
Amount Requested 67, 559, 25				
Unemcumbered Balance 73, 766, 34				
is The Account To Be Used Consistent With The Nature Of Work Listed Above? Yes No				
Signature	Date 3/23/2/			



TOWN OF OYSTER BAY

WORK ORDER



This Se	ection To Be Complete	ed By The Department (Of Public Works	Š
Work Order No		E.O. No		
		Contract Start_		
Contract No.	PWC 19-18		12/31/201	
c	ommencement Date	JANARÝ 1, 2019		
No claim shall be			ne Commend	cement Date
Vendor Name and Address				
	HIRANI ENGINEERII	NG & LAND SÜRVEYIN	IG P.C	
	120 WES	ST JOHN STREET		
	HICKSVILL	E, NEW YORK 11801		<u> </u>
Requesting Town De	partment	HIG	GHWAY	
	Contact MATTH	EW RUSSO, P.E.	Phone	516-677-5719
Description of Work to be Perfo				
FNGINEERING S	FRVICES FOR REDA	AIRS TO THE HICKSVI		TA ALLEY
	ERVICEST OR REPA	AIRS TO THE HICKSVI	LLE PARKING	FACILITY
		- Marie - Mari	· · · · · · · · · · · · · · · · · · ·	- sinne.
This work order sl	nall not exce	ed \$		67,554.25
Please notify the abov	e mentioned contac	et person 48 hours pri	or to commen	cing any work.
Requesting Divis	ion/Department			C Works Approval The Commissioner
Signature	Bolins	Signature<	- Carth	J-Cei 1
THEPUTY COMM	ISSIONER OF HIGH	 -	Commission	er of Public Works
Date 3-1	2-21	Date	3/26/	



Hirani Engineering & Land Surveying, P.C.

Engineers m Land Surveyors m Construction Managers

March 19, 2021

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

Re: Hicksville Parking Facility
Structural Repairs Construction Management
Contract No. PWC19-18

Dear Mr. Lenz,

Hirani Engineering & Land Surveying, P.C. ('Hirani') is pleased to present this proposal to continue its services relative to repairs to the Hicksville Parking Facility. These services include completion of the review of closeout documentation presented by the repair contractor and their sub-contractors, including operation & maintenance manuals, as-built drawings, warranties, and invoices.

Following an accounting review had determined that several invoices for these construction management services remain unpaid from 2019, totaling \$67,554.25. A recent funding request under our current on-call contract had been approved by the Town Board which was to cover these expenses, but as these claims were from the previous on-call contract period a separate authorization is requested for payment.

Under Contract PWC19-18. Hirani requests that the Town authorize the amount of \$67,554.25 to compensate our services described above.

Very truly yours,

Jim Hirani, P.E. President

Hirani Engineering & Land Surveying, P.C.

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 thorugh 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

Comptroller Public Works

cc:

Supervisor (2) Town Attorney Reviewed By Office of Town Attorney

WHEREAS, by Resolution No. 805-2019, adopted on December 10, 2019, the Town Board authorized Hirani Engineering and Land Surveying, P.C. to provide the Town of Oyster Bay with technical services pursuant to Contract No. PWC14-20, On-Call Engineering Services relative to Surveying for a term of two years, commencing on January 1, 2020 through December 31, 2021; and

WHEREAS, Jim Hirani, P.E., President, Hirani Engineering and Land Surveying, P.C., by letter dated February 8, 2021, described the scope of work to be performed under Project No. 1804HWYST-02 regarding contract management services including a structural survey and ongoing monitoring, regarding the close out of the Hicksville Parking Facility repair contract, in an amount not to exceed \$123,000.00; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated February 12, 2021 requested that the Town Board authorize Hirani Engineering and Land Surveying, P.C., to perform the aforesaid services relative to Contract No. PWC14-20; and

WHEREAS, Commissioner Lenz, by said memorandum, further requested that the Town Board authorize and direct the Town Comptroller to issue an encumbrance order, in an amount not to exceed \$123,000.00, to satisfy said engineering costs, and advised that funds to satisfy said engineering costs are available in Account No. DPW H 5997 20000 000 1804 016; and

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

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and Hirani Engineering and Land Surveying, P.C., is authorized to provide the aforementioned technical services relative to On-Call Engineering Services relative to Surveying in connection with Contract No. PWC14-20, and it is further

RESOLVED, that the Comptroller is authorized to issue an encumbrance order, in an amount not to exceed \$123,000.00, to satisfy said engineering costs, with funds to be drawn from Account No. DPW H 5997 20000 000 1804 016.

#

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

WHEREAS, by Resolution No. 247-2019, adopted on December 10, 2019, the Town Board authorized Cashin Associates, P.C., to provide the Town of Oyster Bay with engineering services pursuant to Contract No. PWC12-20 for the period from January 1, 2020 through December 31, 2021; and

WHEREAS, Cashin Associates, P.C., by letter dated November 19, 2020, described the scope of work to be performed regarding the preparation of a Harbor Management Plan for Oyster Bay Harbor and Cold Spring Harbor, in an amount not to exceed \$96,500.00, and requested authorization to retain Bay Environmental Consulting, LLC, as a sub consultant to provide specialized services for marine related work; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated March 26, 2021, requested that the Town Board authorize Cashin Associates, P.C. to perform the aforesaid engineering services relative to the preparation of the Harbor Management Plan, and further requested that Cashin Associates, P.C. be authorized to retain Bay Environmental Consulting, LLC, as a sub consultant to provide specialized services for marine related work; and

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

WHEREAS, Commissioner Lenz, by said memorandum, further requested that the Town Board authorize and direct the Town Comptroller to issue an encumbrance order, in an amount not to exceed \$96,500.00, to satisfy said engineering costs, and that funds to satisfy said engineering costs are available in Account No. DER A 8090 44500 000 0000,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, and Cashin Associates, P.C. is authorized to provide engineering services relative to the preparation of the Harbor Management Plan for Oyster Bay Harbor and Cold Spring Harbor, and Cashin Associates, P.C. is further authorized to utilize Bay Environmental Consulting, LLC, as a sub consultant to provide specialized services for marine related work, for an amount not to exceed \$96,500.00, including the services of sub-consultants; and be it further

RESOLVED, that the Comptroller is authorized to issue an encumbrance order, in an amount not to exceed \$96,500.00, to satisfy said engineering costs, with funds to be drawn from Account No. DER A 8090 44500 000 0000.

#-

Aye
Aye



TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

MARCH 26, 2021

TO:

MEMORANDUM DOCKET

FROM:

RICHARD W. LENZ, P.E., COMMISSIONER

DEPARTMENT OF PUBLIC WORKS/HIGHWAY

SUBJECT:

ON-CALL ENGINEERING SERVICE REQUEST

RELATIVE TO ENVIRONMENTAL SCIENCE

USE OF SUB CONSULTANT CONTRACT NO. PWC12-20

ACCOUNT NOS.: DER A 8090 44500 000 0000

The consultant, Cashin Associates, P.C., has been approved by the Commissioner of Public Works to provide engineering services under On-Call Contract No. PWC12-20 by Resolution No. 807-2019 for the subject project.

As requested by the Department of Environmental Resources, attached is a letter dated November 19, 2020 from Cashin Associates, P.C. regarding the scope of work to be performed in an amount not to exceed \$96,500.00. Services to be performed include preparation of a Harbor Management Plan for Oyster Bay Harbor and Cold Spring Harbor. In addition Cashin Associates, P. C. requests the use of Bay Environmental Consulting, LLC as a sub consultant to provide specialized services for marine related work.

Attached is an availability of funds in the amount of \$96,500.00 to satisfy said engineering costs from the Director of Finance indicating that funds are available in Account Nos. DER A 8090 44500 000 0000.

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

It is hereby requested that the Town Board authorize, by Resolution, Cashin Associates, P.C. under Contract No. PWC12-20, On-Call Engineering Services Relative to Environmental Science and the use of Bay Environmental Consulting, LLC as a sub consultant and requests that the Comptroller be directed to issue an encumbrance order for this purpose.

RICHARD W. LENZ, P.I COMMISSIONER

DEPARTMENT OF PUBLIC WORKS/HIGHWAY

Attachment

ćc:

Steven C. Ballas, Comptroller Louis Savinetti, Commissioner/Environmental Resources

PWC12-20 CA DOCKET 2021 OB-CSH HMP FUNDS



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



Requesting Division/Department Requesting Division/Department ENVIRONMENTAL RESOURCES

THIS SECTION TO BE COMPLETED BY DEPARTMENT ADMINISTERING ON CALL CONST.

LENE SESTION TO DE COMPLETE	D DI DEFARIMENTA	ADMINIO I EKI	ING ON-CALL	CONSULTANT CONTR	RACT
Contract Number	***************************************	PWC	12-20		
Contract Period_	JANUAF	RY 1, 2020 - D	ECEMBER 31,	2021	1
Consultant/Contractor	C	ASHIN ASSO	CIATES, P.C.		
Discipline	E)	NVIRONMEN	TAL SCIENCE		
Total Authorization		\$286	500.00)	
Resolution No.	807-201			12/10/2019	
Funded To Date		÷190,	000.00		
Amount Requested		\$96,50			
Account To Be Used	DER A 8090 44500 00	0 0000 - Arch	itecture and En	gineering Fees	'
If Capital Account, State The Related Contract Number: N/A 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 in					
***************************************	HARBOR MANAG		······································		
Work To Be Completed In A "No" response will require Tow			Yes X	No	
Required Insurances Are I	n Effect:		Yes X	No	
Required 50% Performance Bon	for This Request In Effect:		Yes	No N/A X	
	Amo	ount of Bond	\$, -	
Requesting Division/De		1	DPW A	Approval	
		0		d By The Commissioner	į
Signature 53		Signature_	Par De	O-Cien	
Title Deputy Commissioner - E	DER ()	Title_	Commiss	ioner of Public Works	
Date <u>March 17, 2021</u>		Date_	3 - 2	23-21	
THIS SECTION TO	D BE COMPLETED	BY THE D	IRECTOR O	F FINANCE	
Amount Requested	96,500.00				P Q
Unemcumbered Balance 2	40,000,00			*****	
The Account To Be Mad Consistent Wil		ted Above?	`	res No	,
Signature	**************************************	. [Date 3	123/21	



TOWN OF OYSTER BAY

WORK ORDER



This Se	ction To Be Completed	By The Department Of	Public Works	
Work Order No		E.O. No		the state of the s
		Contract Stort	1/1/2020	
Contract No.	PWC12-20	Contract End	12/31/2021	
Co	mmencement Date		,	
No claim shall be	paid for work per	formed prior to the	Commend	ement Date
Vendor Name and Address				
	CACLINI AS	SCACIATES DA		
		SSOCIATES, P.C.		
	1200 VETERANS	MEMORIAL HIGHWAY	Y'	
	HAUPPAUGE	, NEW YORK 11788		
Requesting Town Dep	Contact GEORG	ENVIRONMENTA GE BAPTISTA Necessary)		
·	HARBOR MANA	AGEMENT PLAN FOR		
	OYSTER BAY & C	OLD SPRING HARBOI	R	
	:			
This work order sh	nall not excee	d \$		96,500.00
Please notify the above	e mentioned contact	person 48 hours prio	r to commen	cing any work.
Requesting Divisi	on/Department			: Works Approval The Commissioner
Signature		Signature	Thisla	3-len
Title <u>DEAVH</u>	Commissione		Commission	er of Public Works
Date MARCH	10,2021	Date	3-23	15-3

ENGINEERING - PLANNING - CONSTRUCTION MANAGEMENT

November 19, 2020

TOWN OF OYSTER BAY
PROPOSAL FOR PREPARATION OF HARBOR MANAGEMENT PLAN (SHELLFISH RESOURCES)

Cashin Associates, P.C. (CA) is submitting this proposal for the preparation of Harbor Management Plans (HMP's) for Oyster Bay/Cold Spring Harbor, Hempstead Harbor and South Oyster Bay, in follow-up to our recent discussions. The HMP's will focus on the ecological resources especially shellfish resources and associated commercial/recreational shellfisheries. The plans will provide a framework for future management of harbors that will provide for ecological restoration, sustainable harvesting, equitable utilization by multiple user groups, and long-term resiliency of harbor resources. Shellfish resources in the Town's coastal embayments have been subject to harvesting pressure, environmental changes and water quality issues, and there is growing interest in shellfish aquaculture utilizing improved technologies. The HMP's will help to protect the bays for the residents of the Town, while providing mechanisms for sustainable harvests, ecological restoration and long-term environmental protection.

Services covered by this proposal will provide for a separate HMP for each of the three Town embayments. The HMP's will draw upon the various studies and programs already undertaken in the Town for its waterways management, as well as recent environmental conditions and user issues that have arisen. The plans will be developed in coordination with stakeholders, environmental groups, other municipalities and public/civic groups as applicable.

It is recommended that an advisory group be established to provide input for each plan. The advisory group can consist of Town officials, as well as representatives from baymens groups, conservation organizations, boating/recreational groups, public and other stakeholders. Advisory groups are helpful in providing technical input as well as knowledge of local issues and concerns specific to each harbor. CA will work with the Town to help establish the advisory groups and to meet with them as deemed appropriate by the Town.

ENGINEERING - PLANNING - CONSTRUCTION MANAGEMENT

November 19, 2020

OYSTER BAY HARBOR/COLD SPRING HARBOR

This harbor complex is considered one of the most productive estuaries on Long Island. It has been the leading producer of hard clams in New York State, as well as one of the top producers of oysters. The harbor contains other important resources including a National Wild Refuge, New York State Designated Significant Coastal Fish and Wildlife Habitat, New York State Designated Outstanding Natural Coastal Area, and various widely-used recreational and aesthetic resources. The Town has conducted past studies of the harbor and its resources, including shellfish population surveys, water quality investigations, stormwater inventories, and other environmental investigations. As part of the Town's ongoing shellfish management program, the Town has implemented actions to help the shellfish resources including seeding programs, establishment of management areas/sanctuaries, and shellfish population studies to determine sustainable yields. Most recently the Town has issued a Request for Proposal, to obtain proposals for an underwater land licensing program for shellfish aquaculture activities. Various management scenarios are being considered including a continuation of the leases currently based by Flower Oyster Company, and licensing of new shellfish aquaculture operations by private entities and other associations.

Current issues facing the harbor include: decline in the hard clam resources and associated commercial harvest over the past several years; the decline of commercial oyster harvests from the harbor; ongoing controversy relating to the environmental impacts of commercial mechanical harvesting in the harbor; growing interest in alternative shellfish aquaculture; continuing water quality issues such as those reported by the Save the Sound "report card" on the health of the sound's bays and harbors; and growing interest by the public and organizations in the importance of shellfish populations in improving water quality and marine habitats.

The harbor plan to be developed under this proposal will provide a framework within which to proceed with an underwater licensing program for aquaculture, as well as the continuation of commercial shellfish harvesting on public grounds and other harbor restoration actions. The overall objective of the plan is to establish and implement a program that helps to restore and maintain the harbor's shellfish populations.

ENGINEERING - PLANNING - CONSTRUCTION MANAGEMENT

November 19, 2020

and promote the associated benefits including the commercial fishery, recreational uses, water quality protection and the overall health of the harbor environment.

The scope of services for preparation of the plan includes the following tasks:

- Review and analysis of existing data, information and prior reports pertaining to shellfish management in the harbor.
- Development of a draft outline for the plan for review and comment by the Town, and subsequent issuance of an accepted outline.
- Development of a statement on goals and objectives of the plan, for review and comment by the
 Town and other involved entities as deemed appropriate by the Town.
- Coordination with other involved agencies and organizations involved with bay management, including Friends of the Bay, Long Island Sound Study, North Shore Baymen Association, civic/community associations, and others as identified by the Town.
- Development of plan components for recommended harbor sanctuaries, bay management areas, aquaculture zones, underwater land license areas, and seeding areas, as well as other uses present in the harbor (e.g., mooring areas, sailing routes, navigational channels).
- Preparation of harbor management maps in Geographical Information System (GIS), exhibiting the plan components discussed above.
- Field inspection as needed to obtain information on harbor conditions and facilities.
- Review and discussion of applicable state policies and regulatory requirements, including those
 pertaining to NYSDEC shellfish area certification, NYSDOS coastal consistency review, Federally
 significant fish and wildlife habitat, and NYSDEC and USACOE tidal wetland protection.
- Preparation of a draft report for review and comment by the Town.
- Preparation of an environmental assessment of the bays/harbor to help determine the current
 ecological state, establish quantitative baselines, and identify goals and objectives. The
 assessment and associated documentation will be based on input from the Town and advisory
 committee, and will include review of the current issues facing the harbors and their resources.

ENGINEERING - PLANNING - CONSTRUCTION MANAGEMENT

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SOUTH OYSTER BAY

South Oyster Bay consists of 7,700 acres and is part of the South Shore Estuary system. Although the bay supports relatively small scale shellfisheries at the present time, the significance of the ecological resources in the bay is well documented. South Oyster Bay has been designated by the New York State Department of State as a Significant Coastal Fish and Wildlife Habitat, based on its status as one of the largest, undeveloped coastal wetland ecosystems in the state; it is a highly diverse area that is important to fish and wildlife throughout the year. Additionally, South Oyster Bay, pursuant to the South Shore Estuary Reserve Act of 1993, is part of an estuary of unparalleled biological, economic and social value which must be preserved and protected. The South Oyster Bay area also serves a vital function for the recreational opportunities of the residents of the surrounding area with beaches, parks, nature preserves, beach clubs and other such facilities.

The bay supports a small commercial fishery for hard clams and soft clams, and a popular recreational fishery for hard clams. A survey of recreational clammers in 2009, found that the recreation catch is substantial, approximately half that of the commercial catch. Shellfish surveys performed by the Town in the past (2004, 2009, 2011), found a fairly abundant population of clams. The population, however, consists of a large percentage of older clams and a relatively low level of seed clams, indicating limited viability in terms of harvest potential. Large areas of the bay along the mainland shore are uncertified for shellfishing. The Town routinely plants seed clams in the bay, and shellfish grow-out facilities are utilized at TOBAY marina. There has been growing interest in a pilot program for commercial shellfish aquaculture in the bay, especially as wild stocks of shellfish in the bay appear to be declining. Aquaculture systems utilizing cages could take advantage of the good growing conditions in the bay, while providing benefits of water quality improvement and supplemental spawning capacity for the overall bay.

Issues identified in the bay include: decline of wild shellfish stocks; need to continue and expand shellfish seeding to support recreational clamming; water quality degradation and classes of uncertified waters; periodic brown tide events; possible use of public underwater lands for small scale commercial

ENGINEERING - PLANNING - CONSTRUCTION MANAGEMENT

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aquaculture; balancing she lifishing interest with the other active users of the bay; and protection of the tidal wetlands and other ecological resources of the bay.

Preparation of the HMP will provide a framework for management at the shellfish and other environmental resources, with the goal of maintaining long-term viability of the bay and its resources. The HMP will identify strategies to protect existing resources and provide opportunities for future sustainable shellfishing, both commercial and recreational. The HMP will utilize existing data and reports including: reports on the bay prepared by the Town, including: Bay Islands Habitat Management Plan (2000); Draft South Oyster Bay Management Plan (2005); South Oyster Bay Stormwater Discharge Identification and Mitigation Plan (2004); South Oyster Bay Shellfish Surveys (2004, 2009, 2011); and South Shore Estuary Plan Components.

The main steps in the plan are as follows:

- Review of existing reports and data on the bay, and consultation with baymen and other users of the estuary.
- Field inventory to collect existing data on bay physical conditions and shellfish areas.
- Identification of areas suitable for bay management activities, including shellfish seeding, aquaculture pilot study and sanctuary areas.
- Development of management recommendations to restore and enhance shellfish resources and other critical resources.
- Collection of information from public groups, baymen, boating groups, and other stakeholders, to identify potential user conflicts and mitigation.
- Preparation of a management report with maps, graphics and technical back-up.
- Preparation of environmental assessment to help determine the current ecological state of the harbor and current environmental issues.

ENGINEERING - PLANNING - CONSTRUCTION MANAGEMENT

November 19, 2020

HEMPSTEAD HARBOR

In recent decades Hempstead Harbor has been known for its recreational uses and water-dependent commercial industrial uses. More recently, the harbor has been recognized for its ecological resources, especially as improvements to water quality have been achieved through stormwater discharge mitigation, habitat restoration, and other environmental controls. The harbor had been completely closed for shellfishing for over 50 years, but more recently areas have been open for shellfishing as water quality standards have been met. Shellfish landing data collected by NYSDEC indicate a significant commercial harvest of hard clams in recent years (7,356 bushels with a dockside value of \$638,646 in 2019). Harvests of oysters and soft clams are also reported. Shellfish surveys conducted by the Town and the Hempstead Harbor Protection Committee in 2008 and 2013 showed substantial populations of clams in many areas. Periodic seeding with oysters and clams has also been conducted in recent years. Previous management initiatives have included a Water Quality Improvement Plan for Hempstead Harbor (May 1998) and a Harbor Management Plan for Hempstead Harbor (August 2004) prepared by the Town and Hempstead Harbor Protection Committee. Improving water quality to help restore ecological conditions and restoration of shellfish resources were included as objectives of the prior plans.

Issues facing the harbor include: balancing multiple commercial and recreational uses of the harbor with environmental protection objectives; maintaining and improving water quality to reduce bathing beach closures and to promote shellfish populations and harvesting; protection and restoration of wetlands; and maintaining a sustainable yield of shellfish. The harbor management plan to be prepared in accordance with this proposal will provide recommendations for management of ecological resources and specifically shellfish resources of the harbor. Objectives will be to identify measures to be taken to ensure long-term viability of the resources including:

- Establishment of management uses and sanctuaries if appropriate
- Shellfish seeding activities in terms of quantity and locations for seed
- Estimate of maximum sustainable yield and identification of measures to ensure that overfit
 does not occur.
- Water quality improvements that can assist in restoration of harbor resources.

ENGINEERING - PLANNING - CONSTRUCTION MANAGEMENT

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Recommendations for future stock assessment efforts and field investigations to obtain data

needed for science-based management.

Environmental assessment to evaluate the current ecological state of the harbor and

environmental issues.

The management plan will be developed based on information obtained from existing reports,

consultation with individuals and organizations with knowledge of the harbor, and field investigation of

existing conditions. A report on findings and recommendations will be prepared, with technical

documentation including harbor maps.

Project Team

CA's project team consists of experienced scientists and planners with extensive prior experience in

shellfish and harbor management work for the Town of Oyster Bay. The key personnel at CA also who

have been assisting the Town with shellfish management will continue to have key responsibilities for this

work. We also request that our subconsultant Bay Environmental Consulting, LLC, also be approved to

provide specialized services for marine related work, as the firm has done on previous work for the Town.

htpROPOSALS(Proposals)Proposals and Quals) Town of Oyster Bay DPW\2020 Proposals\Harbor Management Plan\Harbor Mgmt Plan Nov 2020.docx

7601

Cashin Associates, P.C. ENGINEERING - PLANNING - CONSTRUCTION MANAGEMENT

November 19, 2020

Cost Estimate

Breakdown by personnel and hours for Cashin Associates, P.C. and Bay Environmental Consulting, LLC (Subconsultant) for each harbor plan is provided below.

PREPARATION OF HARBOR MANAGEMENT PLAN (SHELLFISH RESOURCES)

Key Personnel	Billing Rate	Hours	Fee	1
Oyster Bay Harbor Cold Spri	ng Harbor			1
Principal Scientist	\$175	120	\$21,000	
Senior Biologist	\$150	80	\$12,000	1
Planner	\$130	150	\$19,500	-
Environmental Scientist	\$125	100	\$12,500	1
Field Technician	\$75	140	\$10,500	1
GIS Specialist	\$125	120	\$15,000	
· ·		Total Fee for Harbor	\$96,500	£20
South Oyster Bay				_
Principal Scientist	\$175	80	\$14,000	1
Senior Biologist	\$150	50	\$7,500	1
Planner	\$130	90	\$11,700	
Environmental Scientist	\$125	60	\$7,500	
Field Technician	\$75	100	\$7,500	
GIS Specialist	\$125	90	\$11,250	
		Total Fee for Harbor	\$59,450	1
Hempstead Harbor				
Principal Scientist	\$175	80	\$14,000	1
Senior Biologist	\$150	50	\$7,500	1
Planner	\$130	60	\$7,800	1
Environmental Scientist	\$125	40	\$5,000	1
Field Technician	\$75	80	\$6,000	1
GIS Specialist	\$125	60	\$7,500	1
		Total Fee for Harbor	\$47,800	1
	то	TAL OF ALL HARBOR PLANS	\$203,750	

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated November 22, 2019, advised that the Department of Public Works issued a Request for Proposal to firms seeking to provide On-Call Engineering Services to the Town in connection with Environmental Science, resulting in the receipt of nine (9) submissions; and

WHEREAS, Commissioner Lenz has, after review and analysis of the submissions based upon the technical merits of the responses, in compliance with the Town's Procurement Policy, requested and recommended that Cashin Associates, P.C., Cameron Engineering & Associates, LLP, D&B Engineers & Architects, P.C., Lockwood, Kessler & Bartlett, Inc., Nelson, Pope & Voorhis, LLC, and RTP Environmental Associates, Inc. be authorized to perform On-Call Engineering Services in connection with Contract No. PWC12-20, Environmental Science, for a two (2) year term, commencing on January 1, 2020 through December 31, 2021,

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation as hereinabove set forth are hereby accepted and approved and Cashin Associates, P.C., Cameron Engineering & Associates, LLP, D&B Engineers & Architects, P.C., Lockwood, Kessler & Bartlett, Inc., Nelson, Pope & Voorhis, LLC, and RTP Environmental Associates, Inc. are hereby authorized and directed to provide On-Call Engineering Services in connection with Contract No. PWC12-20, Environmental Science, for a two (2) year term, commencing on January 1, 2020 through December 31, 2021.

#

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

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



WHEREAS, by Resolution No. 807-2019, adopted on December 10, 2019, the Town Board authorized Cashin Associates, P.C., to provide the Town of Oyster Bay with On Call Engineering Services relative to Environmental Science pursuant to Contract No. PWC12-20; and

WHEREAS, Gregory T. Greene, P.G., Director of Environmental Programs, Cashin Associates, P.C., by letter dated February 4, 2021, described the scope of work to be performed regarding technical assistance to be provided to the Department of Environmental Resources in connection with various shellfish management programs, in an amount not to exceed \$85,000.00; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated March 26, 2021, requested that the Town Board authorize Cashin Associates, P.C. to perform the aforesaid shellfish management program work; and

WHEREAS, Commissioner Lenz, by said memorandum, further requested that the Town Board authorize and direct the Town Comptroller to issue an encumbrance order, in an amount not to exceed \$85,000.00, to satisfy said engineering costs, and advised that funds to satisfy said On Call engineering costs, are available in Account No. DER A 8090 44500 000 0000; and

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

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, and Cashin Associates, P.C. is authorized to provide the aforesaid On Call Engineering services involving technical assistance to be provided to the Department of Environmental Resources in connection with various shellfish management programs pursuant to with Contract No. PWC12-20, for an amount not to exceed \$85,000.00, and it is further

RESOLVED, That the Comptroller is authorized to issue an encumbrance order, in an amount not to exceed \$85,000.00, to satisfy said engineering costs, with funds to be drawn from Account No. DER A 8090 44500 000 0000.

#

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

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



MARCH 26, 2021

TO:

MEMORANDUM DOCKET

FROM:

RICHARD W. LENZ, P.E., COMMISSIONER

DEPARTMENT OF PUBLIC WORKS/HIGHWAY

SUBJECT:

ON-CALL ENGINEERING SERVICE REQUEST RELATIVE TO ENVIRONMENTAL SCIENCE

CONTRACT NO. PWC12-20

ACCOUNT NO.: DER A 8090 44500 000 0000

The consultant, Cashin Associates, P.C., has been approved by the Commissioner of Public Works to provide engineering services under On-Call Contract No. PWC12-20 by Resolution No. 807-2019 for the subject project.

As requested by the Department of Environmental Resources, attached is a letter dated February 4, 2021 from Cashin Associates, P.C. regarding the scope of work to be performed in an amount not to exceed \$85,000.00. Services to be performed include technical assistance to the Department of Environmental Resources with various shellfish management programs.

Attached is an availability of funds in the amount of \$85,000.00 to satisfy said engineering costs from the Director of Finance indicating that funds are available in Account No. DER A 8090 44500 000 0000.

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

It is hereby requested that the Town Board authorize, by Resolution, Cashin Associates, P.C. under Contract No. PWC12-20, On-Call Engineering Services Relative to Environmental Science and requests that the Comptroller be directed to issue an encumbrance order for this purpose.

RICHARD W. LENZ.

COMMISSIONER

DEPARTMENT OF PUBLIC WORKS/HIGHWAY

RWL/JCT/MR/lk

Attachment

CC:

Steven C. Ballas, Comptroller

Louis Savinetti, Commissioner/Environmental Resources

PWC12-20 CA DOCKET 2021 SM FUNDS

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



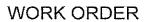
Requesting Division/Department

ENVIRONMENTAL RESOURCES

Contract Number	PWC 12-20		
Contract Period	JANUARY 1, 2020 - DECEMBER 31, 2021		
Consultant/Contractor	CASHIN ASSOCIATES, P.C.		
Discipline	ENVIRONMENTAL SCIENCE		
Total Authorization	\$190,000.00		
	807-2019 Date 12/10/2019		
Funded To Date	\$105,000.00		
Amount Requested	\$85,000.00		
Account To Be Used DEF	R A 8090 44500 000 0000 - Architecture and Engineering Fees		
Description Of Work	int, State The Related Contract Number: N/A k is not related to a Capital Project, specify the nature of the a Capital Expense.		
ENGINEERING SEF	RVICES FOR SHELLFISH MANAGEMENT PROGRAMS - 2021		
According to the contract of t	The second secon		
Work To Be Completed in Co A "No" response will require Town B	ontract Period: Yes X No Sound authorization to extend the contract period.		
Required Insurances Are In E A "No" response will prevent further	the state of the s		
Required 50% Performance Bond Fo	or This Request In Effect: Yes No N/A X		
	Amount of Bond \$		
Requesting Division/Depa	DPW Approval Only To Be Executed By The Commissioner		
ويوسادانهماد يدرر ويبين وور	- 10 B.O.		
Signature	Signature treeting the		
Signature Title Deputy Commissioner - DE			
Title Deputy Commissioner - DE	Title Commissioner of Public Works		
Title Deputy Commissioner - DE Date March 17, 2021 THIS SECTION TO	Title Commissioner of Public Works Date 3 - 23 - 21		
Title Deputy Commissioner - DE Date March 17, 2021 THIS SECTION TO Amount Requested	Title Commissioner of Public Works Date 3 - 23 - 21 BE COMPLETED BY THE DIRECTOR OF FINANCE \$\int_{190.40}\$		
Title Deputy Commissioner - DE Date March 17, 2021 THIS SECTION TO	Title Commissioner of Public Works Date 3 - 23 - 21 BE COMPLETED BY THE DIRECTOR OF FINANCE (2) 190.30		



TOWN OF OYSTER BAY





This Se	ection To Be Completed B	By The Department Of	Public Works	
Work Order No.				•
		Contract Start	1/1/2020	
Contract No	PWC12-20			
С	ommencement Date	1/1/2020		
	paid for work perfo			
Vendor Name and Address				
	CASHIN ASS	SOCIATES, P.C.	and the second s	
	1200 VETERANS N	MEMORIAL HIGHWA	Υ	
	HAUPPAUGE,	NEW YORK 11788		
Requesting Town De	epartment	ENVIRONMENT	AL RESOURC	CES
	Contact GEORG	E BAPTISTA	Phone	516-677-5712
Description of Work to be Perf		ecessary)		
ENGINEERING	S SERVICES FOR SHEL	LFISH MANAGEMEN	IT PROGRAM	S - 2021
And the second s				
This work order s	hall not exceed	d \$		85,000.00
Please notify the abo	ve mentioned contact p	person 48 hours pri	or to comme	ncing any work.
Requesting Divis	sion/Department			c Works Approval y The Commissioner
Signature		Signature≤	Sheelia	O-Cres
Title DETUTY	Commissioner	•	Commissio	ner of Public Works
Date <u>mane</u>	H 10,2021	Date_	3 - 23	3 ~ 21

Cashin Associates, P.C. ENGINEERING - PLANNING CONSTRUCTION MANAGEMENT

February 4, 2021

Louis G. Savinetti, Commissioner Town of Oyster Bay Department of Environmental Resources 150 Miller Place Syosset, New York 11791

Attention: George Baptista, Department of Environmental Resources

RE: Request for Authorization for 2021: DPW Contract PWC 12-20

On-Call Engineering Services Relative to Environmental Science -

Shellfish Management for 2021

Dear Commissioner Savinetti:

Cashin Associates, P.C. (CA) is submitting this proposal to provide technical assistance to the Department of Environmental Resources relative to the Town's shellfish management program for 2021. This request will include participation by a subconsultant (Bay Environmental Consulting, LLC) for assistance with field sampling, data analysis and other technical input.

Many of the tasks requested by the Town during 2020 and prior years were related to issues that were unanticipated and arose thoughout the year (e.g. shellfish die-off reports, clam transplant and seeding issues, conditional opening changes). Services covered by this proposal are flexible so that unexpected issues can be addressed with needed expertise in a timely manner. The scope of this proposal will also be flexible so that unexpected issues can be addressed in 2021.

As part of our services during 2020 and prior years, CA assisted the Town with shellfish management and related marine resource issues. This work included sediment and benthic community investigation/mapping, shellfish surveys, water quality investigations and development of resource management recommendations for Oyster Bay Harbor/Cold Spring Harbor, South Oyster Bay, and Hempstead Harbor. This authorization will provide for a continuation of services relating to shellfish management provided to the Town of Oyster Bay, and specifically the continuation of the shellfish stock assessments, sediment condition mapping and shellfish resource assessments initiated in prior years. Additional tasks will be included in the 2021 services as required by the Town.

Background Information

Oyster Bay Harbor/Cold Spring Harbor — Oyster Bay Harbor/Cold Spring Harbor contains important hard clam and oyster resources that support a substantial fishery on public and leased grounds. The Town is committed to protecting and enhancing the long-term viability of the resource and, to that end, has developed and implemented bay management programs to preserve water quality and ecological resources in the harbor complex. The shellfish resources of the Harbor are not only important to commercial and recreational shellfishing, but they also play an important ecological role in the health of the harbor by providing filtering capacity, food for waterfowl and other species, and other ecological benefits. The services provided by CA in 2020 were directed at providing the technical data and recommendations required by the Town to manage and protect the harbor and its shellfish resources, as well as other technical support as needed during the course of the year.

Shellifish population surveys of the harbor have been performed by CA in 1999, 2007, 2011, 2013, and 2018. The surveys provided data on the distribution and abundance of hard clams and other shellifish, and were utilized to assess the health of the shellifish populations. In 2014, CA completed a detailed study of the Town's Bay Management Area, and in 2015 performed an investigation of sediment type/condition in the inner harbor areas. The prior surveys have provided data to monitor long-term trends in shellfish abundance, and to estimate sustainable yields for the resource. Analysis of shellfish population health and estimated sustainable yield has enabled the Town to assess the effect of harvesting pressure on the resource, and determine the number of commercial shellfish permits that should be issued. The shellfish data also provided information useful to the harbor seeding programs and other habitat enhancement projects. Periodic shellfish surveys are important to ensure that the data are available to the Town for monitoring the status of the resource and the harvesting pressure that can be sustained. These surveys are especially important now given the apparent decline in the standing stock of shellfish over the last few years.

The data collected in 2015 through 2020 enabled the identification of underwater lands that are optimal for shellfish growth and survival, and provided a scientific basis for selecting areas for shellfish seeding programs and sanctuary placement. Work in 2019-2020 expanded on the use of sediment mapping to identify optional shellfish habitat in the harbor. Establishment of sanctuary areas can not only help sustain shellfish resources in the bay, but also have benefits for water quality by providing filtering and removal of contaminants. CA also assisted the Town with recommendations on the suitable locations for planting of seed clams and oysters. Work in 2020 also included initial assistance to the Town in establishing new bay management areas.

South Oyster Bay – CA's work in South Oyster Bay over the past 20 years has included: shellfish stock survey, eelgrass field assessment, brown tide monitoring, wetland condition assessment, water quality investigations, and other studies relevant to shellfish resources. CA has also assisted in providing field data for shellfish seeding initiatives.

Hempstead Harbor – CA has assisted with shellfish management in Hempstead Harbor by conducting shellfish and benthic surveys and related water quality investigations. Hempstead Harbor also has commercially important shellfish resources, given the certification for shellfishing after initiatives were implemented to improve water quality.

Scope of Services for 2021

Based on the above considerations and discussion with the Town, services to be provided during 2021 may include the following:

- 1. Continuation of the sediment and habitat study initiated in prior years, to complete the data collection and analysis for all public underwater lands in Oyster Bay/Cold Spring Harbor including leased areas. This task includes field investigation and sample analysis sufficient to create sediment and benthic maps of key areas of Oyster Bay Harbor and Cold Spring Harbor, to be used to identify potential sanctuary, seeding and aquaculture areas based on scientific analysis, and to assess the quality of sediments in the harbor. The sediment mapping will be useful for interpreting data obtained from studies of suspended sediment and siltation to be performed in the harbor.
- 2. Completion of shellfish surveys to obtain information on the current status of the stock and estimates of sustainable yield, or the analysis of existing survey data to assess standing stock, harvest limits and management objectives.
- 3. Technical assistance with the proper placement of seed clams and oysters to ensure that they are placed on lands favorable to growth and survival, based on the data collected under item 1 above.
- 4. Technical advice as to the best location for possible shellfish sanctuaries and bay management areas, including possible establishment of areas providing shellfish filtering to improve water quality.
- 5. Any follow-up technical consulting relating to pending, past or future legal actions involving shellfisheries, including the actions contesting the legality of the shellfish leases.
- 6. Utilization of the sediment data collected under tasks 1 and 2 above, to identify possible areas to locate shellfish reserves that can improve water quality in deteriorated areas of the harbor.

Town of Oyster Bay 2/04/2021 Page 4

7. Attendance at shellfish management meetings, other hearings or public meetings as deemed

appropriate by the department.

8. Sampling of clams to help investigate possible causes of stress and mortality of clams in the harbor,

including investigation of shellfish predator abundance.

9. Technical assistance with ways to best utilize the newly established bay management areas to enhance

shellfish populations and environmental conditions in the harbor.

10. Review of shellfish landing data provided by NYSDEC to examine trends in harvest.

11. Research into effects of mechanical and hydraulic dredging on shellfish populations and harbor

ecology.

CA recommends that a budget of \$85,000 be established for this work. This includes an amount for sediment testing and related direct expenses needed for the shellfish habitat investigation and mapping, as well as field work needed to collect samples and investigate environmental conditions in the harbor. CA

understands that the Town will identify specific assignments to be undertaken by CA during the year-

CA's projected breakdown of the fee is given in the attached table.

Please do not hesitate to call me if you have any questions.

Very truly yours,

CASHIN ASSOCIATES, P.C.

Gregory T. Greene, P.G

Director of Environmental Programs

Megy Theme

GTG/lak

E\PROPOSALS\Proposals Proposals and Quals\Town of Oyster Bay DPW\2021 Proposals\2021-007-Shellfish Mgmt 2020\2021-007 Lunz Proposal Lot Shellfish Mgmtdyc



Request for Authorization for 2021: On-Call Engineering Services Relative to Environmental Science

Shellfish Management for 2021

BREAKDOWN BY PERSONNEL/HOURS

THE STATE OF THE S		Rate	Total Hours		Fee
Principal	\$	175.00	120	\$	21,000.00
GIS Specialist	\$	125.00	120	\$	15,000.00
Environmental Scientist	\$	125.00	184	\$	23,000.00
Asst. Biologist/Ecologist	\$	80.00	100	\$	8,000.00
Environmental Technician	\$	80.00	100	\$	8,000.00
I TOTALS	- 1 - 1 - 2 - 1 - 2 - 1 - 2 - 1 - 2 - 1 - 2 - 2 - 2 - 2 - 2 - 3 - 3 - 3 - 3 - 3 - 3 - 3 - 3 - 3 - 3		624	\$	75;000.00
	e,	uhconsultant	Evnances	¢	40 000 00

Subconsultant Expenses: \$ 10,000.00

Subconsultant- Bay Environmental Consulting L.L.C.- Sampling equipment, boat supplies, sediment grain size analysis, and other technical support services as needed depending on project requirements.

Total Budget: \$ 85,000.00

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated November 22, 2019, advised that the Department of Public Works issued a Request for Proposal to firms seeking to provide On-Call Engineering Services to the Town in connection with Environmental Science, resulting in the receipt of nine (9) submissions; and

WHEREAS, Commissioner Lenz has, after review and analysis of the submissions based upon the technical merits of the responses, in compliance with the Town's Procurement Policy, requested and recommended that Cashin Associates, P.C., Cameron Engineering & Associates, LLP, D&B Engineers & Architects, P.C., Lockwood, Kessler & Bartlett, Inc., Nelson, Pope & Voorhis, LLC, and RTP Environmental Associates, Inc. be authorized to perform On-Call Engineering Services in connection with Contract No. PWC12-20, Environmental Science, for a two (2) year term, commencing on January 1, 2020 through December 31, 2021,

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation as hereinabove set forth are hereby accepted and approved and Cashin Associates, P.C., Cameron Engineering & Associates, LLP, D&B Engineers & Architects, P.C., Lockwood, Kessler & Bartlett, Inc., Nelson, Pope & Voorhis, LLC, and RTP Environmental Associates, Inc. are hereby authorized and directed to provide On-Call Engineering Services in connection with Contract No. PWC12-20, Environmental Science, for a two (2) year term, commencing on January 1, 2020 through December 31, 2021.

#

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

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



Reviewed By Office of Town Attorney

WHEREAS, Cristina Harrison, Administrator, First Presbyterian Church, 60 East Main Street, Oyster Bay, New York 11771, by letter dated March 12, 2021, requested the use of one (1) roll-off container, to be dropped off at the Church on Tuesday, May 4, 2021, and collected on Tuesday, May 11, 2021, for their Spring Cleanup on the aforementioned dates; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated March 25, 2021, advised that he has no objection to providing one (1) roll-off container for the First Presbyterian Church's Spring Cleanup, to be dropped off on Tuesday, May 4, 2021, and collected on Tuesday, May 11, 2021, at 60 East Main Street, Oyster Bay, New York 11771, because it is not otherwise required for use by the Department of Public Works at those times and the roll-off container is to be provided, without charge, as the event is not a profit making event as defined in the Code of the Town of Oyster Bay, Chapter 201 "Solid Waste", Section 17; and

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

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the Department of Public Works is authorized to provide use of one (1) roll-off container to be dropped off on Tuesday, May 4, 2021, and collected on Tuesday, May 11, 2021, without charge, as the event is not a profit making event as defined in the Code of the Town of Oyster Bay, Chapter 201 "Solid Waste", Section 17, for the First Presbyterian Church's annual Spring Cleanup, subject to the following conditions:

- 1. The use of all Town property shall be in conformance with the direction of the Commissioner of the Highway Department, or his duly authorized designee;
- 2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of Town property, and in the conduct of the aforedescribed activities;
- 3. The said organization shall file a Certificate of Insurance with the Office of the Town Clerk, indicating said organization maintains comprehensive general liability insurance, with a commercial liability limit of \$1,000,000 per occurrence and \$2,000.000 general aggregate per year, and naming the Town as an additional insured, in connection with the aforedescribed activity; and

Resolution No. 213-2021

4. The said organization shall follow all Federal and New York State Guidelines for social distancing, and is aware that the afore-described activity may be cancelled by the Town at any time due to COVID-19 concerns.

#

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

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

TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

March 25, 2021

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 4, 2021, and collected on Tuesday, May 11, 2021.

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 4, 2021 through Tuesday, May 11, 2021.

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

RWL: cw Attachments

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

(APPLICATION FOR TOWN OF OYSTER BAY ROLL OFF CONTAINER)

PLEASE TYPE OR PRINT CLEARLY First Presbyterian Name of Organization: __ Billing Address: BYSTER BAY, NY 11771 516 Phone Number (Days): Number of Container(s) Requested: Address Where Container(s) Would Be Placed: Dates Container(s) Needed: From 5/4/21 To 5/11/21 Describe The Event For Which Container(s) Is/Are Requested: 5pring Clean Will The Event For Which The Container(s) Is/Are Requested Involve Fundraising Or Is It Intended To Be Profit-Making? 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: Custive Harring Date: 3/12/2021 Title: CHURCH ADMINISTRATOR Signature: Date Received: ____ Date Picked Up:_____ Signature: DO NOT WRITE BELOW THIS LINE To Be Completed By Sanitation Division: Approved By Resolution No.: NO \$250 Charge Applies: YES NO NO To Be Completed By Scale House: Disposal Authorization Ticket No.: Load Ticket No.:_____ Date: Signature:

Scalehouse to return copy to Comptroller
White Copy - Sanitation Driver (to be given to Scalehouse)
Yellow Copy - Sanitation Files
Green Copy - Scale House Files

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DO/YYY) 3/19/2021

THIS CERTIFICATE IS 185UED 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(les) 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). PHONE (AIG, No. Eat); 800-283-1478 FAX Marsh & McLennan Agency LLC One South Jefferson Street Roanoke VA 24011 ADDRESS: ibcertificates@MarshMVA.com (NSURER(S) AFFORDING COVERAGE NAICE INSURERA: Lexington Insurance Company 19437 INSURBOARD INSURER 8: Lexington Insurance Company 19437 INSTRECT 5304 First Presbyterian Church INSURER C : National Fire & Marine Insurance Co 20079 60 E Main St Oyster Bay, NY 11771 INBURER D : INSURER E INSURER F : **REVISION NUMBER:** CERTIFICATE NUMBER: 879516791 COVERAGES 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. POLICY EXP ADDLEUBR TYPE OF INBURANCE POLICY NUMBER X COMMERCIAL GENERALLIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (En occumence) 011971559 04840968B 1/1/2021 \$2,000,000 \$1,000,000 CLAIMS-MADE X OCCUR MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 **GENERAL AGGREGATE** \$5,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMPJOP AGG \$5,000,000 X POLICY PRO-OTHER OMBINED SINGLE LIMIT \$ AUTOWOBILELIABILITY \$ BODILY INJURY (Per person) ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY BODILY INLINY (Per accident) \$ SCHEDULED AUTOS NON-OWNED AUTOS ONLY PROPERTY DAMAGE (Par accident) 1/1/2021 1/1/2022 \$5,000,000 42XSF30654203 EACH OCCURRENCE X UMBRELLALIAB OCCUR \$ 5,000,000 ABGREGATE EXCESS LIAB CLAIMS-MADE RETENTION\$ DED WORKERS COMPENSATION AND EMPLOYERS' LIABILITY STATUTE E.L. EACH ACCIDENT ANYPROPRIETORIPARTNER/EXECUTIVE DIFFICER/MEMBER EXCLUDED? EL DISEASE-EA EMPLOYEE DIFFICERMEMBEREACLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below EL DISEASE-POLICY LIMIT \$ DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be elected)
Please contact your insurance Board Agent, William A Smith and Son, Inc. at 845-561-1706 for questions regarding your Certificate of Insurance. If you would like to speak to someone at the Insurance Board, please call 800-437-8630
RE: Use of Roll off container from 05/04/21 to 05/11/21 The Certificate Holder is included as Additional Insured under the General Liability if required per written contract. CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Reviewed By Town of Oyster Bary 54 Audrey Ave Oyster Bay 11771 Office of Town Aftorney AUTHORIZED REPRESENTATIVE

Houndre Peny

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ACORD 25 (2016/03).

The ACORD name and logo are registered marks of ACORD

This endorsement, effective January 1, 2021, 12:01 a.m., Forms a part of Policy No.: 011971558 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 "properly damage".
- B. The insurance provided to the above described additional insured under this endorsement is limited as follows:
 - This insurance provides coverage with regard to Coverage A Bodily Injury And Property Damage (Section I - coverages only).
 - 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 goverage by written contract or written or oral agreement and then only for the period of time required by the written contract or written or oral agreement and in no event beyond the expiration date of the policy.
 - 5. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis, unless the written contract or written or oral agreement with additional insured specifically requires that this insurance be primary and non-contributory with any other insurance carried by the additional insured. In such case, this insurance shall be primary and non-contributory with any other insurance carried by the additional insured.
- C. In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions. Failure to comply with this provision may, at our option, result in the claim or "suit" being denied.

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

Authorized Representative

Reviewed By Office of Town Attorne

Page 1 of 1

UCIA 01 19

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

This Agreement is made this 12 day of (hereinafter "Organization"). Whereas, Organ located at and/or described as	March 2021 by First Icesbyterian Church nization desires to use Town of Oyster Bay property and/or equipmen
for the event described as 51	PRINT CLEAN-UP
The property/equipment is needed from Man	14th 7271 to 2001 11th 2021
The event for which the property and/or equipm	ent is requested () is () is not a profit making event.
responsible for the supervision and welfare of connection with the abovementioned event. The employees, servants, agents and enumerated vo and agrees to reimburse the Town for any dam equipment. The undersigned agrees to indemnit and enumerated volunteers, and to protect and damage to persons or property, including its property, the Organization agrees to provide the amounts of \$1,000,000 each occurrence, \$2.00	anization permission to temporarily use Town property and/or equipment, on, hereby agrees to assume all liability and risk of loss and shall be fall persons arriving on and using Town property and/or equipment in a undersigned further hereby releases the Town of Oyster Bay, its officers, lunteers from any liability for any injuries sustained or damages incurred mages arising out of the Organization's use of the Town property and/or fy and hold harmless the Town, its officers, employees, servants, agents leftend them against any and all claims for loss and/or expense or suits for perty, arising from its use of Town property and/or equipment. Town with a copy of its general liability insurance certificate, in the 20,000 general aggregate and, where appropriate, \$2,000,000 products, ifficates of insurance must be accompanied by an endorsement.
I understand that the abovementioned use of T Board of the Town of Oyster Bay.	own property and/or equipment is subject to the approval of the Town
	Name of Organization First Presbyterian Award Address of Organization 60 EAST MAIN STREET 075752 BAY, NY 11771 By: Gristina Harrison Authorized Representative Title: CHURCH Administrator Telephone Number: (516) 922-547

Reviewed By Office of Town Attorney

xooq.queyyahayataqaakotkolaylahahayktaykayaqayay

WHEREAS, Louis G. Savinetti, Commissioner, Department of Environmental Resources, by memorandum dated March 24, 2021 requested Town Board authorization to renew the membership of the following employees in the New York State Association for Solid Waste Management for the 2021 calendar year, at an annual fee of \$75.00 per person, for a total amount of \$300.00:

Richard W. Lenz, P.E., Commissioner, Departments of Public Works
Daniel Pearl, Deputy Commissioner, Department of Public Works/Sanitation-Recycling
Gary Terrell, Department of Environmental Resources/Solid Waste Disposal District
Matthew Russo, P.E., Department of Public Works/Engineering

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and Louis G. Savinetti., Commissioner, Department of Environmental Resources, is hereby authorized to renew the membership of the abovementioned employees in the New York State Association for Solid Waste Management, for the 2021 calendar year, at an annual fee of \$75.00 per person, for a total amount of \$300.00; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, and that the funds for said payment are to be drawn from Account No. DER SR05 8160 47900 000 0000.

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

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

Offige of Town Att



NEW YORK STATE ASSOCIATION FOR SOLID WASTE MANAGEMENT

Established 1975

PRESIDENT
Rich Bills
Steuben County
VICE PRESIDENT
Mark Powell, P.E.
Oswago County
TREABURER
Susan McIntyre
Delaware County
SECRETARY

Amy Miller, P.E.

NYSAC

Madison County
AT LARGE DIRECTOR
William Rabbla
Oneide-Herkimer SWA
AT LARGE DIRECTOR
Stephen J. Acquarlo, Esq.

AT LARGE DIRECTOR
John Bruse, Jr., P.E.
Barton & Loguidice, D.P.C.
AT LARGE DIRECTOR
Mett McGarry, P.E.
Town of Colonie
DIRECTOR SOUTH REGION 1
Serah Dolinar

DIRECTOR SOUTH REGION 2 Robert Lange Town of N. Hempstead

DIRECTOR EAST REGION 1
Maio Parise
Westchester County
DIRECTOR EAST REGION 2
Timothy Rose
Ulster County RRA
DIRECTOR NORTH REGION 1
David Rhodes
Fulton County
DIRECTOR NORTH REGION 2
Patrida Pastella, P.E.
DANC
DIRECTOR CENTRAL REGION 1

Chados Sudbitick
Cortiand County
DIRECTOR CENTRAL REGION 2
James V. Biamonte
Oneida-Hartimer SWA
DIRECTOR WEST REGION 1
Steve Orouti
Steuben County
DIRECTOR WEST REGION 2
Pantolis K. Pantoli, P.E.

IMMEDIATE PAST PRESIDENT Siephen McEiwels, 2018-2019

Chautaugua County

On behalf of the New York State Association for Solid Waste Management (NYSASWM), a member of the New York Sate Federation of Solid Waste Associations, I invite you to become a member of NYSASWM. I would like to point out the many benefits of a membership with NYSASWM and the importance of your support to the Association.

As you may know, the organization is governed entirely by volunteers and provides many programs that benefit solid waste professionals like you. The Board of Directors donates considerable time and effort to provide these educational opportunities and is also actively involved in challenging and crafting the formation of laws and regulations in an effort to provide workable end products for the solid waste field, so that unfunded mandates are not imposed on solid waste systems throughout New York, and that common sense solutions are applied to the industry.

In order for us to stay successful we need the support of all solid waste professionals and ask you to join. At \$75 per year the membership fee is truly a bargain when you consider the benefits:

- . Discounts to the annual Federation Spring Solid Waste Conference and Vendor Show at the Sagamore Hotel in Lake George, the annual Spring and Fall NYSASWM Conferences
- . Internship and grant program opportunities
- For NYS licensed Professional Engineers, attending just two of the above conferences can provide for the 12 credits needed to maintain the PE license eligibility
- . Subscription to the NYSASWM Newsletter Wasteline
- . Email alerts on proposed Legislation and/or Regulation pertinent to the industry
- First consideration for scholarships to members or children of members. The NYSASWM Scholarship Program awards up to \$20,000 annually to eligible applicants, with individual scholarship awards of up to \$5,000
- Opportunities to network and socialize with your peers at conferences and regional meetings, to learn what they are experiencing in their systems

As you can see, the value of membership far exceeds the \$75 annual fee. Please take a minute to consider and submit the attached pre-filled form with your payment of \$75 to join the organization, and support our efforts to maintain the important opportunities we provide to professionals involved in all aspects of solid waste management in New York and beyond.

Sincerely,

Rich Bills, President

C/O NYSAC 540 BROADWAY, 5th FLOOR, ALBANY, NY 12207 JEFFREY BOUCHARD, EXECUTIVE DIRECTOR E-MAIL: JBNYSASWM@GMAIL.COM

Member of THE FEDERATION OF NEW YORK SOLID WASTE ASSOCIAL Affiliate of The New York State Association of Counties



Invoice

DATE March 21, 2021

Name: Daniel M. Pearl, Deputy Commissioner		
Organization: Dept. of Public Works - Sanitation/Recycling		
Address: 150 Miller Place, Syosset		
State: New York Zip: 11791		
Phone:		
Please provide email address dpearl@oysterbay-ny.gov	AMOUNT DUE	AMOUNT ENC:
PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT	\$75 each	\$75.00
DATE TRANSACTION	AMOUNT	BALANGE
New York State Association For Solid Waste Management Membership Dues for 2021		
Name of member: Daniel M. Pearl, Deputy Commissioner		\$75 each
PLEASE renew your membership to ensure that you continue to receive of and discounts on all upcoming events. PLEASE also remember to detach and include the upper portion of this address corrections as necessary. Thank	s. s invoice with your che	1.13.13
dudiess contabilons as necessary, mani-	, 10 u.	
PLEASE MAIL to above address CHECKS MAY BE MADE PAYABLE "NYSASWM"	го	The second secon
Please note that while NYSASWM is a not-for-profit organization, membership dues are no the extent permitted under the Internal Revenue Code, dues may be ded	ucted as a business expen	se.
Questions?: Contact Jeff Bouchard at (518) 568 or e-mail: jbnysaswm@gmail.com Credit card renewal: Type of card: MC, VISA, DISC, EX, CARD #		
Name (as on Card): Address(for cardholder):		
Address(for cardholder):		,,
CityStateZip	_ Card Expiration date_	
Signature: Last three #'s on si	ignature line:	
For Credit Card renewal please return this entire inve	oice sheet.	
CURRENT 1-30 DAYS 31-60 DAYS 61-90 DAYS PAST DUE PAST DUE PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE
NEW YORK STATE ASSOCIATION FOR SOLID WASTE.	MANAGENERIT	



Invoice

DATE

March 21, 2021

Name: Matthew Russo, P.E.		
Organization: Dept. of Public Works - Engineering		
Address: 150 Miller Place, Syosset		
State: New York Zip: 11791		
Phone:		
Please provide email address mrusso@oysterbay-ny.gov	AMOUNT DUE	AMOUNT ENC.
PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT	\$75 each	\$75.00
DATE TRANSACTION	AMOUNT	BALANCE
New York State Association For Solid Waste Management Membership Dues for 2021 for the following persons:		
Name of member: Matthew Russo, P.E.		\$75 each
and discounts on all upcoming event PLEASE also remember to detach and include the upper portion of this address corrections as necessary. Thank PLEASE MAIL to above address CHECKS MAY BE MADE PAYABLE	s invoice with your che c You.	ck. Make any
"NYSASWM" Please note that while NYSASWM is a not-for-profit organization, membership dues are not the extent permitted under the Internal Revenue Code, dues may be ded	t fax deductible as a charite ucted as a business expen	able contribution. To se.
Questions?: Contact Jeff Bouchard at (518) 56 or e-mail: jbnysaswm@gmail.com Credit card renewal: Type of card: MC, VISA, DISC, EX, CARD #		
Address(for cardholder):		***** * * * * *
CityStateZip	_ Card Expiration date_	
Signature: Last three #'s on s	ignature line:	
For Credit Card renewal please return this entire inv	oice sheet.	
CURRENT 1-30 DAYS 31-60 DAYS 61-90 DAYS PAST DUE PAST DUE PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE
		\$75.00



Invoice

DATEMarch 21, 2021

Name: Gary Terrell - Facility Supervisor		
Organization: Town of Oyster Bay - DER Solid Waste Disposal Facility		
Address: 101 Bethpage Sweethollow Rd Old Bethpage		
State: New York Zip: 11804		
Phone:		
•		•
Please provide email address gterrell@oysterbay-ny.gov		
1 loase provide eman address seasing by stoleday-ny.gov	AMOUNT DUE	AMOUNT ENC.
PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT	\$75 each	\$75.00
DATE TRANSACTION	AMOUNT	BALANCE
	Aniconi	BALANCE
New York State Association For Solid Waste Management Membership Dues for 2021 for the following persons:		
Name of member: Gary Terrell - Facility Supervisor	AND THE PARTY OF T	\$75 each
PLEASE renew your membership to ensure that you continue to receive our and discounts on all upcoming events.	newsletter, confere	ence proceedings
PLEASE also remember to detach and include the upper portion of this in address corrections as necessary. Thank Y		· .
address corrections as necessary. I nank y	1.1.	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
PLEASE MAIL to above address		, , , ,
CHECKS MAY BE MADE PAYABLE TO		
"NYSASWM"		
Please note that while NYSASWM is a not-for-profit organization, membership dues are not to the extent permitted under the Internal Revenue Code, dues may be deducted.	ax deductible as a chari led as a business exper	table contribution. To see.
Questions? : Contact. Jeff Bouchard at (518) 568-2 or e-mail: jbnysaswm@gmail.com Credit card renewal: Type of card: MC, VISA, DISC, EX, CARD#		
Name (as on Card): Address(for cardholder):		
Address(for cardholder):	The state of the	
CityStateZip	Card Expiration date_	
CityStateZip	ature line:	
For Credit Card renewal please return this entire invoic		54454,5
CURRENT 1-30 DAYS 31.60 DAYS 61.90 DAYS	OVER 90 DAYS	
CURRENT PAST DUE PAST DUE PAST DUE	PAST DUE	AMOUNT DUE
		\$75.00
NEW YORK STATE ASSOCIATION FOR SOUD WASTE MA	NACEMENT	



Town of Oyster Bay Budget Detail Interim Report For the Twelve Months Ending 12/31/2021 DER-SR05-8160 - Refuse and Garbage

'		

	11000 12000 12000 25000 41400 41600 41740 47200 46310 46310 46310 46540 46540 46540 46540 47690 477900 47900 47900 47900 48200 80000 81000 83000 83000 83000 83000 83000	Account#
Revenue Expenditure Unit Total	Expenditures Salaries - Regular Salaries - Part Time Salaries - Overtime General Equipment Uniforms Materials & Supplies Chemicals Light, Power & Water Unallocated Insurance Professional Services Equipment Maintenance Building, Property Maintenance Building, Property Maintenance Sanitation Transport Recyclable Process Special Waste Disposal MTA Payroll Tax Awareness Program Other Expenses Vehicle Maintenance Charge Administration Costs Medical, Dental, Optical New York State and Local Social Security Workers Compensation Disability Insurance NYS Unemployment Insurance Total Expenditures	Name
(21,860,608.00)	1,463,321.00 30,000.00 121,000.00 1,000.00 5,000.00 150,000.00 150,000.00 150,000.00 150,000.00 150,000.00 150,000.00 150,000.00 150,000.00 150,000.00 150,000.00 150,000.00 150,000.00 150,000.00	Original Budget
(21,966,218.17)	1,463,321.00 30,000.00 121,000.00 1,000.00 5,000.00 15,000.00 15,000.00 15,000.00 15,000.00 13,000.00 13,000.00 13,000.00 13,000.00 13,000.00 12,750,000.00 150,000.00 150,000.00	Revised Budget
(976,042.27 <u>)</u> 976,042.27	158,271.45 0.00 40,839.54 0.00 8.80 1,909.05 15,506.90 0,00 (14,958.40) 300.00 0,00 126,098.93 0,00 1,078.10 0,0	YTD Actual
	1,305,049.55 30,000.00 80,160.46 1,000.00 6,000.00 4,991.20 13,090.95 134,493.10 234,207.00 809,668.57 39,700.00 12,197,879.10 12,197,879.10 1,073,901.07 1,073,901.07 1,073,901.07 1,073,901.07 1,073,901.07 1,073,901.07 1,000.00 2,576,288.00 1,120,000.00 1,120,000.00 1,120,000.00 1,120,000.00 1,1000.00 1,1000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00	Balance Available
	0.00 0.00 0.00 0.00 0.00 0.00 0.00 11,725,40 6,085,95 0.00 142,735,17 450,00 2,380,00 500,00 0.00 0.00 0.00 0.00 0.00 0.0	Encumbrances
	1,305,049.55 30,000.00 80,160.46 1,000.00 6,000.00 3,264.80 7,005.00 134,493.10 234,207.00 666,933.40 39,250.00 10,620.00 4,400.00 6,875.00 358,244.69 0.00 7,500.00 4,921.90 66,000.00 144,000.00 1,720,000.00 1,720,000.00 1,720,000.00 1,720,000.00 1,735,286.00 1,1000.00 22,8777.11 97,355.89 150,000.00 7,915,262.90	Unencumbered Balance

1 of 1 Current Date: 3/22/2027 11:05 AM BDIR-Operating 2021 WHEREAS, by Resolution No. 265-2020, adopted on May 19, 2020, the Town Board awarded Contract No. SE002A-20, Glass Recycling Program for the Town of Oyster Bay, to Winters Brothers Hauling of Long Island, LLC., 120 Nancy Street West Babylon, New York 11704, for a period of one (1) year, nunc pro tunc from May 1, 2020 through and including April April 30, 2021, at a cost of \$72.85 per ton; and

WHEREAS, Eric Tuman, Commissioner, Department of General Services, by Ralph Raymond, Deputy Commissioner, Department of General Services, by memorandum dated April 5, 2021, George Baptista, Deputy Commissioner, Department of Environmental Resources, by memorandum dated February 19, 2021, and Kevin T. Nolan, Chief Operating Officer, Winters Brothers Hauling of Long Island, LLC., by letter dated March 11, 2021, requested that the Town Board authorize the Department of General Services, and the Department of Environmental Resources, to exercise the first one (1) year extension option of said agreement, from May 1, 2021 though and including April 30, 2022, pursuant to the same prices, conditions and terms provided for in the aforementioned Contract.

NOW, THEREFORE, BE IT RESOLVED, that the request as hereinabove set forth is hereby approved, and in connection with Contract No. SE002A-20, the Town Board hereby authorizes the Department of General Services, and the Department of Environmental Resources, to exercise the first one (1) year extension option of said agreement, nunc pro tunc from May 1, 2021 though and including April 30, 2022, pursuant to the same prices, conditions and terms provided for 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
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

Reviewed By Office of Town Altorney Palled, O. Hon, L

Town of Oyster Bay Inter-Departmental Memo

To:

MEMORANDUM DOCKET

From:

ERIC TUMAN, COMMISSIONER

GENERAL SERVICES DEPARTMENT

Date:

APRIL 5, 2021

Subject:

EXTENSION OF CONTRACT SE002A-20, GLASS RECYCLING

PROGRAM FOR THE TOWN OF OYSTER BAY Contract Award, M.D. dated 04/28/20, Item 6

Town Board Resolution No. 265-2020, dated 05/19/20

In connection with the above subject, please be advised that I am in receipt of a letter (see attached) from:

• Winters Bros. Hauling of Long Island, LLC, West Babylon, New York the vendor of record for Contract SE002A-20. They are requesting the first one-year extension, which is provided for in the subject contract specifications. The Office of the Inspector General has reviewed the vendor's Disclosure Questionnaire and is satisfied that the Procurement Policy standards have been met.

In view of the above, I am recommending that the Town of Oyster Bay extend Contract SE002A-20 with the same prices, conditions and terms provided for in our present contract commencing on May 1, 2021 and continuing through April 30, 2022. Please place this item on the Town Board Calendar for April 20, 2021

Eric Tuman, Commissioner General Services Department

Attachments

cc: Comptrollers/Accounts Payable
Department of Public Works/Engineering
Department of Environmental Resources





120 Nancy Street West Babylon, NY 11704 (631) 491-4923

WINTERS BROS. HAULING OF LONG ISLAND, LLC

March 11, 2021

TOWN OF OYSTER BAY Division of Purchase and Supply 74 Audrey Avenue Oyster Bay, NY 11771

Winters Bros. Hauling of Long Island, LLC is hereby requesting to extend contract SE-002A-20 – Glass Recycling Service for the Town of Oyster Bay, for another year, under the same terms, conditions and pricing as awarded in the current contract.

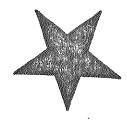
Federal Tax ID#

Sincerely,

Kevin T. Nolan, Chief Operating Officer

CONTACT <u>KEVIN T. NOLAN</u> TO SEND NOTICES REGARDING FUTURE BIDS

E-MAIL ADDRESS KNOLAN@WINTERSBROS.COM



TOWN OF OYSTER BAY

INTER DEPARTMENTAL MEMO

10	GENERAL SERVICES - DIVISION OF PURCHASE & SUPPLY
From:	DER
SUBJECT:	BID PROPOSAL: SE 002A-20 GLASS RECYCLING SERVICE FOR THE TOWN OF OYSTER BAY
would like to	ent of <u>ENVIRONMENRAL RESOURCES</u> in the best interest of the Town of Oyster Bay, extend Bid Proposal <u>SE 002A-20</u> for an additional 3 months. The pricing is still nd the vendor is performing according to the bid specifications.
Amount speni	t in the past year \$ (0,367.00
Estimated exp	penditure for extension \$ 3,200
Types of servi	ces procured with this contract: Haul + Dispose Glass
Please procee	d with whatever steps are necessary for this extension.
	DeputyCOMMISSIONER 2 19 2021
•	DATE

WHEREAS, Resolution No. 340-2019, adopted on May 21, 2019, authorized the Town to enter into a license agreement with The Morgan Center, a 501(c)(3) not-for-profit charitable organization to utilize a portion of the second floor of the Town's Hicksville Athletic Facility, from June 1, 2019 through and including May 31, 2021, for a monthly fee of seven-hundred-fifty dollars (\$750.00), with two (2) separate two-year renewal options.

WHEREAS, Frank M. Scalera, Town Attorney, and Karen J. Underwood, Deputy Town Attorney, by memorandum dated April 1, 2021, recommend Town Board authorization to exercise the first two-year extension option, for the period of June 1, 2021 through and including May 31, 2023, at a monthly fee of seven-hundred-fifty dollars (\$750.00),

NOW, THEREFORE BE IT RESOLVED, that the recommendation as hereinabove set forth is accepted, and the Office of the Town Attorney is hereby authorized to exercise the first two-year extension option with The Morgan Center, 26 Seafield Lane, Bay Shore, NY 11706, to utilize a portion of the second floor of the Town's Hicksville Athletic Facility, to provide preschool age children with cancer the opportunity to learn and socialize in a safe environment that stimulates cognitive and social development, from June 1, 2021 through and including May 31, 2023, for a monthly fee of seven-hundred-fifty dollars (\$750.00).

44

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



Town of Oyster Bay Inter-Departmental Memo

TO:

MEMORANDUM DOCKET

FROM:

Office of the Town Attorney

DATE:

April 1, 2021

SUBJECT:

Extension of Agreement with The Morgan Center for the use of space at the

Hicksville Athletic facility - first of two two-year renewal options.

Extension to May 31, 2023

Resolution No. 340-2019, adopted on May 21, 2019, authorized the Town to enter into a license agreement with The Morgan Center, a 501(c)(3) not-for-profit charitable organization, to utilize a portion of the second floor of the Town's Hicksville Athletic Facility, from June 1, 2019 through and including May 31, 2021, for a monthly fee of seven-hundred-fifty dollars (\$750.00), with two (2) separate two-year renewal options.

It is recommended that the Town exercise the first extension option of the agreement with The Morgan Center, 26 Seafield Lane, Bay Shore, NY 11706, for the two year term of June 1, 2021 though and including May 31, 2023, at a monthly fee of seven-hundred-fifty dollars (\$750.00).

It is requested that this matter be placed on the April 20, 2021 calendar for action.

FRANK M. SCALERA TOWN ATTORNEY

Karen J. Underwood Deputy Town Attorney

KJU:kju Enclosure 2019-7134

S:\Attorney\RESOS 2021\MD & RESO\The Morgan Center first extension lease agreement.docx



PALA Reviewed By Office of Town Attorney WHEREAS, the Town has been named as Respondent in a complaint entitled McKenna v. Town of Oyster Bay, et ano.; and

WHEREAS, the Town maintains a Public Officials and Employees Liability Insurance Policy with ACE American Insurance Company, 436 Walnut Street, Philadelphia, Pennsylvania, authorized by Town Board Resolution No. 80-2020; and

WHEREAS, the aforementioned policy provides coverage to the Town for the above referenced action; and

WHEREAS, the insurance carrier has assigned the law firm of Winget Spadafora Schwartzberg, LLP, 45 Broadway, 32nd Floor, New York, NY 10006, to represent the Town's interest in said litigation; and

WHEREAS, the insurance policy maintains a self-insurance retention provision, obligating the Town to pay the first \$25,000.00 of defense and/or indemnity costs before the insurance carrier assumes any costs in regard to the litigation; and

WHEREAS, subject to the terms and conditions of the Public Officials and Employees Insurance Policy, Frank M. Scalera, Town Attorney and Jeffrey Lesser, Deputy Town Attorney, by memorandum dated April 2, 2021, recommend that \$25,000.00 be tendered to ACE American Insurance Company, 436 Walnut Street, Philadelphia, Pennsylvania in satisfaction of the self-insurance retention provision of the policy, with funds to be drawn from Account No. OTA A 1420 44110 000 0000,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted, and subject to the terms and conditions of the Public Officials and Employees Liability Insurance Policy authorized by Town Board Resolution No. 80-2020, the amount of \$25,000.00 be tendered to ACE American Insurance Company, 436 Walnut Street, Philadelphia, Pennsylvania in satisfaction of the self-insurance retention provision of the policy; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment in the amount of \$25,000.00 to ACE American Insurance Company, with funds to be drawn from Account No. OTA A 1420 44110 000 0000, upon submission of a duly certified claim, after audit.

-#-

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

Town of Oyster Bay Inter-Departmental Memo

TO:

Memorandum Docket

FROM:

Office of the Town Attorney

DATE:

April 2, 2021

SUBJECT:

Self Insured Retention for Pending Litigation-Kevin McKenna v. Town of Oyster Bay, et ano.

Docket No. 2:20-cv-04905-GRB-AYS Our Matter ID No. 2020-7808

The Town of Oyster Bay maintains a Public Officials and Employees Liability Insurance Policy with ACE American Insurance Company, 436 Walnut Street, Philadelphia, Pennsylvania which was authorized by Town Board Resolution No. 80-2020. This policy, with a policy period of January 28, 2020 to January 28, 2021, provides coverage to the Town for the above referenced claim.

The insurance policy maintains a self-insurance retention provision which obligates the Town to pay the first \$25,000.00 of defense and/or indemnity costs before the insurance carrier assumes any costs. The insurance carrier has assigned the law firm of Winget Spadafora Schwartzberg, LLP, 45 Broadway, 32nd Floor, New York, NY 10006, to represent the Town's interest in said litigation.

We have been advised that the defense costs in this matter now exceed \$25,000.00. Accordingly, subject to the terms and conditions of the Public Officials and Employees Insurance Policy, this Office recommends that the amount of \$25,000.00 be tendered to ACE American Insurance Company for the aforementioned claim, with funds to be drawn from Account No. OTA A 1420 44110 000 0000, to satisfy the self-insurance retention provision under the policy.

Attached hereto is a proposed resolution authorizing the foregoing request.

FRANK M. SCALERA TOWN ATTORNEY

Jeffrey Lesser Deputy Town Attorney

Enclosure



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 16, 2020, authorized the Highway Department to clean up the premises located at 6 Prade Lane, Massapequa Park, New York 11762, also known as Section 48, Block 524, Lot 23, on the Land and Tax Map of the County of Nassau; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated April 1, 2021, pursuant to Section 135-54(C) of the Code of the Town of Oyster Bay, have requested that the cost of cleaning up the aforementioned premises on December 30, 2020, in the total amount of \$7,458.06, be referred to the County of Nassau for assessment,

NOW, THEREFORE, BE IT RESOLVED, That the request of Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, as set forth in their memorandum dated April 1, 2021, is approved, and the Town Clerk shall file a certified copy of this Resolution with the Clerk of the Legislature of the County of Nassau, so that the amount of \$7,458.06 may be assessed by the Legislature of the County of Nassau against the parcel known as 6 Prade Lane, Massapequa Park, New York 11762 also known as Section 48, Block 524, Lot 23 on the Land and Tax Map of the County of Nassau, at the same time as other taxes are levied or assessed.

-#-

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

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

Reviewed By Offlice of Town Attorney

Town of Oyster Bay Inter-Departmental Memo

TO:

MEMORANDUM DOCKET

FROM:

Office of the Town Attorney

DATE:

April 1, 2021

SUBJECT:

Property Cleanup Assessment

6 Prade Lane, Massapequa Park, New York 11762

Section 48, Block 524, Lot 23

The Department of Planning and Development, by memorandum dated December 16, 2020, directed the Highway Department to clean the premises located at 6 Prade Lane, Massapequa Park, New York 11762, also known as Section 48, Block 524, Lot 23 on the Land and Tax Map of the County of Nassau. The Highway Department has, by memorandum dated January 6, 2021, advised that the property was cleaned by a crew from the Highway Department on December 30, 2020. The cost incurred by the Town of Oyster Bay was \$7,458.06.

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

Kindly place this matter on the Town Board Action Calendar.

FRANK M. SCALERA TOWN ATTORNEY

Ralph P. Healey Special Counsel

RPH:aml Attachments

TOWN OF OYSTER BAY

Inter-Departmental Memo

December 16, 2020

To:

JOHN BISHOP: DEPUTY COMMISIONER/HIGHWAY

From:

MICHAEL ESPOSITO: CODE ENFÖRCEMENT BUREAU

Through:

ELIZABETH L. MACCARONE: COMMISSIONER

DEPARTMENT OF PLANNING AND DEVELOPMENT

Subjecti

6 Parade Lane, Massapequa Park, New York 11762

SBL: 48-524-23

Notice of Violation No. 03726 was issued to the owner of the above-referenced premises on 12/09/20 for property non-maintenance, in violation of Section 135.52 of the Town Code. More than five days have passed since the Notice was served and the condition still remains.

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

Cut and trim lawn and vegetation.

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

ELIZABETH L. MACCARONE COMMISSIONER BY:

MICHAEL ESPOSITO

CODE ENFORCEMENT BUREAU

ME te ce: Frank Scalera, Town Attorney





Town of Oyster Bay Department of Planning and Development Town Hall - 74 Audrey Avenue Oyster Bay, New York 11971 (516) 624-6200 FAX (516) 624-6240 www.oysterbaylown.com

ELIZABETH L. MACCARONE COMMISSIONER TIMOTHY R. ZIKE DEPUTY COMMISSIONER

JAMES McCAFFREY DEPUTY COMMISSIONER

December 16, 2020

Specialized Loan Service LLC 8742 Lucent Boulevard Highland Ranch, CO 80129

> RE PREMISES: 6 Prada Lane, Massapequa, New York 11762 SECTION 48 BLOCK 524 LOT 23

Dear Property Owner:

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

Please be advised that N.O.V. No. 03726 (copy attached) has been served on 12/09/20. As of this date, the violation has not been rectified and the conditions at the premises continue to endanger the health, safety and welfare of the residents of the Town of Oyster Bay. Please be further advised that I have directed the Highway Department to perform the necessary maintenance, and to take all the necessary steps to recover from you the costs.

Very truly yours,

ELIZABETHIL MACCARONE COMMISSIONER

Michael Esposito, Bureau Chief Code Enforcement Bureau

ELM:ME:tc Enclosuse



Alicia Lazarek

From:

Michael Esposito

Sent:

Thursday, February 11, 2021 11:35 AM

To:

Alicia Lazarek

Subject:

6 prade

Attachments:

18000497 48-524-23 6 Prade Ln, EMS (124).JPG

Michael G. Esposito

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



This Deed, made this T Day of JANAT 2020, between GEORGE P.

ESERNIO ESO, as Referse, having an address at 1050 FRANKLIN AVENUE GARDEN CITY.

NY 11530, in the foreclosure action hereinafter mentioned party of the first part and FEDERAL.

HOME LOAN MORTGAGE CORPORATION, assignee by Assignment of Bid from, SPECIALIZED.

LOAN SERVICING LLC, party of the second part, having an address of 8742 LUCENT BLVD.

HIGHLANDS RANCH, CO 80129.

WITNESSETH, that the party of the first part, being the Referee appointed in an action between SPECIALIZED LOAN SERVICING LLC. Plaintiff and GARY HORTON, Detendant, et al., foreclosing a mortgage recorded on June 13, 2007, in Liber 31990 of Mortgages, at Page 489, et seq., and pursuant to a jurigment entered on June 17, 2019. And in consideration of the sum of \$500,000 paid by the party of the second part, being the highest sum bid at the sale under such judgment does hereby grant and convey unto the party of the second part, its successors and assigns the premises described in Schedule "A" attached hereto and made a part hereof.

COUNTY OR TOWN: NASSAU COUNTY PROPERTY ADDRESS: & PRADE LANE

MASSAPEQUA PARK, NY 11762 (TOWN OF CYSTER BAY)

SECTION: 0048 BLOCK: 00524-00 LOT: 00023-

SUBJECT to all unpaid taxes, assessments and water rates which are now a lien on the premises.

TO HAVE AND TO HOLD the premises described in Schedule A and hereby conveyed unto the said party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF the said party of the first part has thereunto set his hand the day:

DANJBÜNG GEORGE P. ESERNIO, ESQ., AS Referee

RECORD AND RETURN TO: FEIN, SUCH & CRANE LLP 7 CENTURY DRIVE, SUITE 201 PARSIPPANY, NJ. 07054 QSLSNO74



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Town of Oyster Bay Inter- Departmental Memo

January 6, 2021

TO:

ELIZABETH L. MACCARONE, COMMISSIONER

DEPARTMENT OF PLANNING AND DEVELOPMENT

FROM:

JOHN P. BISHOP, DEPUTY COMMISSIONER

HIGHWAY DEPARTMENT

SUBJECT:

6 PRADE LANE, MASSAPEQUA

BOARD-UP/ CLEAN-UP

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

In accordance with the rectification of this violation it is asked that this department be reimbursed in the total amount of <u>\$7,458.06</u>.

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 COMMISSIÓNER

HIGHWAY DEPARTMENT

JPB/kjb

Enc. T & M sheet

Motive of. Motive of.





MISCELLANEOUS HIGHWAY CLEANUP COSTS NOT COVERED UNDER ROAD RESTORATION

Location (48-524-23) 6 PRADE LN MASSAPEQUA PARK 11762

Date Dec 30, 2020

Work Order # 78456

Lahor	Costs

Employee's Name		Regular Work Hours	Regular Rate	Ovetime Hours	Overtime Rate	Line Cost
PATRICK PETERS	General Maintenance	09:00	\$30.54	00:00	0	\$274.86
PATRICK ORLANDO	General Maintenance	07:00	\$44.63	00:00	0	\$312.41
DONALD CHANDLER	General Maintenance	09:00	\$47.39	00:00	0	\$426.51
ERIC PETERS	General Maintenance	09:00	\$31.89	00:00	- о	\$287.01
ANTHONY MODAFFERI	General Maintenance	02:00	\$15.00	00:00	0	\$30,00
STEVEN KELLY	General Maintenance	. 02:00	\$15.00	00:00	0	\$30,00
THOMAS CORBETT	General Maintenance	02:00	\$15,00	00:00	O O	\$30.00
CHRISTOPHER CASTILLO	General Maintenance	09:00	\$15.00	00:00	0	\$135.00
ANTHONY MILANO	General Maintenance	07:00	\$15.00	00:00	c	\$105,00

Total Labor \$1630.79

Tool		

Tool/Vehicle	Description	Rate per Hour	Hours	Line Cost
TD593	TRUCK DUMP 2006 FORD F-350 YW (T-300) - Power Wagons	\$105.00	02:00	\$210.00
TD667	PICK-UP TRUCK 2009 FORD F-250 YW (22 / 022)	\$79.00	09:00	\$711.00
TD682	TRUCK DUMP 2010 FORD F-350 YW (T-205) - Power Wagons	\$105.00	09:00	\$945.00
TD683	TRUCK DUMP 2010 FORD F-350 YW (T-225) - Power Wagons	\$105,00	709:00	\$945.00
TD689	TRUCK DUMP 2010 INTER 7300 YW (T-201 / T-202)- 6 Wheeler	\$131.00	09:00	\$1179.00
TD728	POWER WAGON 2015 T-245	\$105.00	09:00	\$945.00

Total Equipment \$4935.00

Materials
clarer lara

	Material	Cost Per Unit	Units	Line Cost
-	Administrative Fee	\$750.00	ī	\$750,00
	Tipping Fee (per ton)	\$88.92	1.6	\$142.27
			Total Materials	\$892,27

LEI Materials \$032

Grand Total

\$7458.06

Description of Work: CLEAN UP 6 PRADE LANE, MSP

Signature:

Name: PETER BROWN

Title: DIRECTOR OF HIGHWAY OPERATIONS

Date: Jan 4, 2021



WHEREAS, Frank M. Scalera, Town Attorney, and Matthew M. Rozea, Deputy Town Attorney, by memorandum dated April 1, 2021, advised that inn November, 2019, the Town commenced a civil action against Illinois National Insurance Company ("INIC") in an effort to compel INIC to provide funding for an award of attorney's fees in a separate litigation matter; and

WHEREAS, prior to commencing the coverage action, and relying upon a certain policy exclusion, INIC contributed \$100,000 to the recipient of the attorney's fee award, which the Town accepted under protest; and

WHEREAS, the justice assigned to the case referred the parties to mediation in March, 2021, which resulted in a settlement of \$800,000; and

WHEREAS, the Office of the Town Attorney, by the aforementioned memorandum, requested and recommended that the Supervisor, or his designee, be authorized to execute the settlement agreement with INIC and that the Town accept the sum of \$800,000 as full and final settlement of the Town's action against INIC, such settlement being just, fair, and reasonable,

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation as hereinabove set forth is accepted and approved, and the Town Board hereby accepts the sum of \$800,000 as full and final settlement of the Town's action against INIC, such settlement being just, fair, and reasonable, and be it further

RESOLVED, That the Supervisor, or his designee, is authorized to execute a settlement agreement with INIC in the form attached to the Office of the Town Attorney's memorandum.

-#-

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



Town of Oyster Bay Inter-Departmental Memo

TO: M

Memorandum Docket

FROM

Office of the Town Attorney

DATE

April 1, 2021

SUBJECT:

Settlement of Litigation

Town of Oyster Bay v. Illinois National Insurance Company

In November, 2019, the Town commenced a civil action against Illinois National Insurance Company ("INIC") in an effort to compel INIC to provide funding for an award of attorney's fees in a separate litigation matter.

Prior to commencing the coverage action, and relying upon a certain policy exclusion, INIC contributed \$100,000 to the recipient of the attorney's fee award, which the Town accepted under protest. Thereafter, as described above, the Town commenced its litigation, seeking coverage for the full amount of the attorney's fee award.

Ultimately, the justice assigned to the case referred the parties to mediation in March, 2021. That mediation resulted in a settlement of \$800,000 favorable to the Town. The parties have exchanged a settlement agreement, which is attached to this memorandum.

It is this Office's opinion that the settlement is just, fair, and reasonable given the vagaries of litigation and the expenses associated therewith. Accordingly, this Office requests and recommends that the Supervisor, or his designee, be authorized to execute the settlement agreement with INIC and that the Town accept the sum of \$800,000 as full and final settlement of the Town's action against INIC.

FRANK M. SCALERA TOWN ATTORNEY

By:

Matthew M. Rozea

Deputy Town Attorney

MMR:mmr Attachment

2019-7228

S:\Attorney\RESOS 2021\MD & RESO\INIC Settlement MMR.docx



SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is made and entered into as of March ____, 2021, by and between The Town of Oyster Bay ("TOB") and Illinois National Insurance Company ("INIC"). These entities are collectively referred to herein as the "Parties" and individually sometimes as "Party." In consideration of the promises made herein, the Parties agree as follows:

RECITALS

- A. On or about May 18, 2010, the Comunidad Hispana ("Centro") commenced a lawsuit entitled, *Centro de la Comunidad Hispana v. Town of Oyster Bay* (the "Underlying Action") in the United States District Court for the Eastern District of New York, bearing Case Number 2:10-cv-02262, and named the TOB as defendant in that action.
- B. The TOB sought coverage from INIC for, *inter alia*, amounts awarded to Centro's attorneys as an attorney's fee award in the Underlying Action, under the policy issued by INIC to the TOB (the "Policy").
- C. On July 31, 2019, the TOB filed a Complaint against INIC in the United Stated District Court for the Eastern District of New York, entitled, *Town of Oyster Bay v. Illinois National Insurance Company*, Civil Action No. 2:19-cv-4150 (the "Federal Coverage Action").
 - D. The Federal Coverage Action was voluntarily discontinued by the TOB.
- E. On November 8, 2019, the TOB filed a Complaint in the Supreme Court for the State of New York, Nassau County, entitled, *Town of Oyster Bay v. Illinois National Insurance Company*, Index No. 616080/2019 against INIC (the "State Coverage Action") including all of the allegations and causes of action asserted in the Federal Coverage Action (the "Federal Coverage Action" and "State Coverage Action" are collectively referred to as the "Coverage Action.")
- F. On March 5, 2021, the Parties engaged in a mediation in an attempt to settle the Coverage Action with mediator Jess Bunshaft, Esq. of Synergist Mediation.
- G. In order to avoid the uncertainty, cost and delay of further litigation, and without admission of liability by either of the Parties, the Parties agreed to settle all aspects of the claims raised in the Coverage Action (or that could have been raised in the Coverage Action), and to obtain a release from each other for all possible liability in

Page 1 of 6



connection therewith pursuant to the full and timely performance of the following terms and conditions in the manner described herein.

<u>Therefore</u>, in consideration of the mutual covenants and terms contained herein and the valuable consideration reflected in those terms, the Parties agree as follows:

TERMS AND CONDITIONS

- 1. The TOB Release. For the consideration set forth in this Agreement, including the payment of the Settlement Amount, and except as provided herein, the TOB, on behalf of themselves, all Insureds under the Policy bearing Policy Number 01-499-97-23 for the policy period of January 28, 2009 to January 28, 2010, and all of their respective past, present, and future parents, affiliates, divisions, direct and indirect subsidiaries, present or former directors, officers, partners, members, owners, stockholders, associates, employees, shareholders, attorneys, accountants, auditors, advisors, investigators, insurers, reinsurers, claim administrators, adjusters, representatives, heirs, executors, principals, agents, predecessors, successors, and assigns (collectively the "TOB Releasors") hereby release, acquit, and absolutely discharge and forever release, INIC and all of its respective past, present, and future parents, affiliates, divisions, direct and indirect subsidiaries, present or former directors, officers, partners, members, owners, stockholders, associates, employees, shareholders, attorneys, accountants, auditors, advisors, investigators, insurers, reinsurers, claim administrators (including but not limited to AIG Claims, Inc.), adjusters, representatives, heirs, executors, principals, agents, predecessors, successors, and assigns (collectively, the "INIC Releasees"), from any and all actual or potential actions, causes of action, suits. claims for sums of money, requests, obligations, rights, contracts, controversies, agreements, costs, attorneys' fees, expenses, damages, judgments, and demands whatsoever, in law or in equity, known or unknown, suspected or unsuspected, whether presently fixed or unfixed, whether presently vested or unvested, whether contractual or extra-contractual, whether in tort, nuisance, trespass, negligence, strict liability, or any statutory or common law cause of action of any sort or otherwise, which the TOB Releasors had, have, or may have in the future, alleging, arising out of, based upon or attributable to, or relating to, directly or indirectly: (1) the Underlying Action and/or any facts or allegations asserted therein; (2) the Coverage Action and/or any facts or allegations asserted therein; (3) the claims handling and administration of the Underlying Action, whether under Claim No. 550-012619, or otherwise; and/or (4) any rights and obligations under the Policy bearing Policy Number 01-499-97-23 for the policy period of January 28, 2009 to January 28, 2010 in connection with (1) through (2).
- 2. <u>INIC Release.</u> For consideration set forth in this Agreement, and except as provided herein, INIC, on behalf of itself and its predecessors, successors, assigns, and



claims administrators (collectively "INIC Releasors"), hereby releases and forever discharges the TOB Releasors from any and all actual or potential actions, causes of action, suits, claims for sums of money, requests, obligations, rights, contracts, controversies, agreements, costs, attorneys' fees, expenses, damages, judgments, and demands whatsoever, in law or in equity, known or unknown, suspected or unsuspected, whether presently fixed or unfixed, whether presently vested or unvested, whether contractual or extra-contractual, whether in tort, nuisance, trespass, negligence, strict liability, or any statutory or common law cause of action of any sort or otherwise, which the INIC Releasors had, have, or may have in the future, alleging, arising out of, based upon or attributable to, or relating to, directly or indirectly: (1) the Underlying Action and/or any facts or allegations asserted therein, including but not limited to any rights for contribution, indemnity, or subrogation; (2) the Coverage Action and/or any facts or allegations asserted therein; (3) the claims handling and administration of the Underlying Action, whether under Claim No. 550-012619, or otherwise; and/or (4) any rights and obligations under the Policy bearing Policy Number 01-499-97-23 for the policy period of January 28, 2009 to January 28, 2010, in connection with (1) through (2).

- 3. <u>Consideration</u>. In consideration of this Agreement the Parties agree that within thirty (30) days of the execution of this Agreement by all Parties, each of which shall undertake said execution as expeditiously as possible, INIC shall pay the sum of \$800,000.00 to the TOB, said payment shall be in the form of a check made payable to "Town of Oyster Bay" and shall be sent via Federal Express or similar confirmable delivery to Miranda Slone Sklarin Verveniotis, LLP.
- 4. <u>Dismissal of Coverage Action.</u> Within seven (7) days of TOB's counsel receiving INIC's payment set forth in Section 2, TOB's counsel will provide INIC with an executed Stipulation of Discontinuance, with prejudice, as to all claims in the Coverage Action, in the form annexed hereto as Exhibit "A". Either Party may file the Stipulation of Discontinuance.
- 5. Full and Final Settlement. It is specifically understood and agreed that this Agreement is intended to be the full and final settlement of the Coverage Action and any claims asserted or that could have been asserted therein. The Parties accept the terms set forth herein in full satisfaction of any and all claims, obligations, liabilities, losses, demands, damages, causes or causes of action of any kind whatsoever, which had heretofore arisen between them. The Parties acknowledge there is a risk that subsequent to the execution of this Agreement, they may discover facts with respect to matters covered herein, which if known by them on the date this Agreement was executed, may have materially affected their decision to execute this Agreement. The Parties acknowledge, accept and assume the risk that if facts in respect to matters covered by this Agreement are found hereafter to be other than or different from the facts now believed or assumed to be true, this Agreement shall remain effective, notwithstanding any such





different facts.

- 6. No Admissions of Liability. It is specifically agreed that this Agreement is entered into for the purpose of avoiding the costs and uncertainty of litigation, and to resolve the Coverage Action. None of the Parties admits any liability to any of the other Parties hereto, and the execution of this Agreement shall not be construed as an admission of liability by any of the Parties for any purpose. Nor shall this Agreement have any precedential value with respect to any other claim which has been submitted or may in the future be submitted for coverage under any policy of insurance issued by INIC, or any member company of American International Group.
- 7. Non-Disparagement. The Parties expressly agree that they will not speak disparagingly or in a defamatory manner about each other. For purposes of this section, Parties shall be defined as any current Town personnel/officials and current AIG Claims, Inc. personnel/officers. However, nothing in this section shall be construed as preventing any employee or representative of the Parties from testifying truthfully; or assisting, complying with a subpoena from, or participating in any manner with an investigation conducted by a local, state, or federal agency or similar inquiry.
- 8. <u>Applicable Law.</u> This Agreement is contractual, enforceable and binding on all Parties and shall be construed and interpreted in accordance with the laws of the State of New York.
- 9. Attorney Fees. Each of the Parties shall bear its own attorney fees and costs incurred in this matter and/or in connection with the Coverage Action. In the event any Party brings an action or proceeding arising out of this Agreement, or to enforce the terms hereof, the prevailing Party in such action or proceeding shall be entitled to recover its reasonable attorney fees and costs therein.
- 10. Warranty of Comprehension of Terms. In entering into this Agreement, the Parties represent that they have considered the advice of their respective attorneys, or if any party is not presently represented by an attorney, that such Party had an opportunity to obtain legal representation and declined to do so. All Parties represent that the terms of this Agreement have been explained to them by their own attorneys, or they have voluntarily chosen not to seek such advice, and in any event all the terms and conditions herein are fully understood and voluntarily accepted by each of them. Except for the express provisions of this Agreement, none of the Parties have made any statement or representation regarding any fact, matter or thing relied upon in entering into this Agreement, and none of the Parties is relying upon any such statement, representation or promise by any other party in executing this Agreement.





- 11. Warranty of Authority. Each Party to this Agreement represents and warrants that it has the full right and authority to enter into this Agreement and to bind the Party for whom the Agreement is signed.
- 12. Covenant Not to Sue. Each Party to this Agreement covenants and agrees never to commence and/or prosecute against any releasee hereto any action or other proceeding based in whole or in part upon the claims, demands, causes of action, obligations, damages and/or liabilities released in this Agreement. This Agreement may be pleaded as a full and complete defense to any such action or other proceeding.
- 13. <u>Time of Essence</u>. Time is expressly declared to be of the essence in this Agreement.
- 14. <u>Construction</u>. Each Party and counsel for each Party reviewed and had an opportunity to revise this Agreement, and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. Rather, this Agreement shall be construed so as to give effect to the Parties' intentions to end and release the Actions, and any uncertainty or ambiguity shall not be interpreted to favor one party over any other.
- 15. <u>Severability</u>. If any provision of this Agreement is determined by a court judgment or order to be unenforceable or invalid, such a determination shall not affect or render unenforceable any other provisions hereof, or the application to any other person or Party, and the same shall remain in full force and effect.
- 16. <u>Binding Effect</u>. This Agreement shall be enforceable, admissible and binding upon and inure to the benefit of the Parties hereto and their respective present, future and former agents, members, owners, shareholders, employees, representatives, heirs, beneficiaries, personal representatives, spouses, predecessors, successors in interest, parent companies, subsidiaries, and assigns.
- 17. <u>Further Assurances</u>. The Parties shall cooperate fully in executing any and all other documents and in completing any additional actions which may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
- 18. Execution by Counterpart. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and may be signed and transmitted by electronic means (including via email) or facsimile with the same validity, force and effect as an original signed Agreement.
- 19. <u>Complete Agreement</u>. The terms of this Agreement are intended by the Parties as a final expression of their agreement and understanding with respect to such



terms as are included herein. This Agreement may not be altered or amended other than by a writing executed by all the Parties affected by such amendment or modification.

AGREED AND ACCEPTED:
TOWN OF OYSTER BAY
Ву:
NAME
TITLE
AGREED AND ACCEPTED:
AIG CLAIMS INC as Claims Administrator for
ILLINOIS NATIONAL INSURANCE COMPANY
By:
NAME
TITLE

Reviewed By Office of Town Attorney

4841-4774-7553, v. 1

Page 6 of 6



WHEREAS, Frank M. Scalera, Town Attorney, and Charles G. McQuair, Assistant Town Attorney, by memorandum dated April 1, 2021, advised that pursuant to Town Board Resolution No. 251-2015, adopted on April, 2015, the Town Board authorized the Town to enter into an agreement with D&J Refreshments Inc. ("D&J Refreshments") for the operation of food and beverage services at various Town parks and beaches, for the period of May 1, 2015 through April 30, 2020 with five, one-year extension options; and

WHEREAS, on April 30, 2020, the initial term of the parties' five year Agreement had expired and the Town, by Resolution No. 203-2020, adopted March 31, 2020, agreed to a one year extension of the parties' agreement; and

WHEREAS, the Governor of the State of New York has issued certain Executive Orders as a result of COVID-19, which impacted D&J Refreshments' ability to fully operate under its license agreement with the Town; and

WHEREAS, due to restrictions imposed by the Governor's COVID-19 Executive Orders, D&J Refreshments was unable to fully operate and now owes the Town the sum of \$30,000 for the 2020 season; and

WHEREAS, the Town and the D&J Refreshments will not be exercising the option for the 2021 season; and

WHEREAS, the Town and D&J Refreshments have reached an agreement in principle, wherein D&J Refreshments will pay the Town the sum of \$20,000 in full and final satisfaction of its obligations under the license agreement for the 2020 season; and

WHEREAS, the Office of the Town Attorney, by the aforementioned memorandum, requested and recommended that the Town Board authorize the Town to accept \$20,000 in full satisfaction of its obligations to the Town,

NOW, THEREFORE BE IT RESOLVED, That that the recommendation as hereinabove set forth is hereby accepted, and the Town is hereby authorized to accept the sum \$20,000 from D&J Refreshments, in full and final satisfaction of its obligations for the 2020 season.

-#-

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

Town of Oyster Bay Inter-Departmental Memo

TO: Memorandum Docket

FROM : Office of the Town Attorney

DATE : April 1, 2021

SUBJECT: D&J Refreshments, Inc.

COVID-19 Payment Adjustment

The COVID-19 pandemic affected the ability of many businesses throughout the country to conduct normal operations. With regard to the business community in the Town of Oyster Bay, certain Executive Orders issued by Governor Andrew Cuomo further impacted the hospitality business as a whole, e.g., through forced limits on occupancy.

Pursuant to Resolution No. 251-2015, adopted on April 28, 2015, the Town Board authorized the Town to enter into a license agreement with D&J Refreshments Inc. ("D&J Refreshments") for the period beginning May 1, 2015 through April 30, 2020 with five, one-year extension options. By Resolution No. 203-2020, adopted March 31, 2020, the Town Board agreed to extend the parties' agreement under the same terms and conditions of the original agreement until April 30, 2021.

D&J Refreshments approached the Town seeking relief in the form of payment adjustments to the amounts due to the Town for the 2020 season. This request was made in light of the Governor's Executive Orders, which significantly interfered with D&J Refreshments' business, which serves the beaches at Stehli Beach, Centre Island Beach, Theodore Roosevelt Memorial Park and Marina, as well various other Town parks.

D&J Refreshments currently owes the Town the sum of \$30,000 for the 2020-2021 season. Of note, D&J Refreshments is not seeking an extension of its agreement with the Town, and accordingly the Town will release a request for proposals for the 2021 season and beyond.

Nevertheless, D&J Refreshments agreed to pay the sum of \$20,000 in full and final satisfaction of its 2020 season obligation. Consequently, this Office recommends and requests that the Town Board authorize the Town to accept \$20,000 as full and final satisfaction of its 2020 season obligation. A proposed resolution for Town Board consideration is attached hereto

TOWN ATTORNEY

FRANK M

By: Charles G. McQuain
Assistant Town Attorney

cgm:/id Attachment 2015-5199

S:\Attorney\RESOS 2021\MD & RESO\D&J Refreshments Covid Adjustment.docx





WHEREAS, by Resolution No. 336-2019, adopted on May 8, 2019, the Town Board approved a list of appraisal firms, including Real Estate Solutions USA, Inc., to be utilized for appraisal assignments as needed; and

WHEREAS. Frank M. Scalera, Town Attorney, and Harold B. Mayer, Jr., Deputy Town Attorney, by memorandum dated April 2, 2021, recommended that Real Estate Solutions USA, Inc., be authorized to perform an appraisal of 50 Nassau Road, Massapequa, N.Y. 11758 (Peninsula Golf Club) more particularly described as Section 66, Block 57, Lot 125 and Section 66, Block 54, Lot 48 on the Land and Tax Map of Nassau County, for a fee of \$5,000.00,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and Real Estate Solutions USA, Inc. is hereby authorized, *nunc pro tunc* to March 24, 2021, to perform an appraisal of Peninsula Golf Club (50 Nassau Road, Massapequa, N.Y. 11758), more particularly described as Section 66, Block 57, Lot 125 and Section 66, Block 54, Lot 48 on the Land and Tax Map of Nassau County, for a fee of \$5,000.00; and be it further

RESOLVED, That the funds for said payment shall be drawn from Account No. OTA A 1420 44800 000 0000; 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.

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

Town of Oyster Bay Inter-Departmental Memo

TO

MEMORANDUM DOCKET

FROM

OFFICE OF THE TOWN ATTORNEY

DATE

April 2, 2021

SUBJECT:

Peninsula Golf Club (50 Nassau Road, Massapequa, N.Y. 11758 and more

particularly described as Section 66, Block 57, Lot 125 and Section 66, Block 54

Lot 48 on the Land and Tax Map of Nassau County.

The Town Board, by Resolution No. 336-2019, adopted on May 8, 2019, approved a list of appraisal firms, including Real Estate Solutions USA, Inc., to be utilized for appraisal assignments as needed.

Town Board authorization is requested to engage the services of Real Estate Solutions USA, Inc., of 35 Summit Street, Suite 101, Oyster Bay, N.Y. 11771, nunc pro tunc to March 24, 2021, to prepare an appraisal of the above referenced property for a fee of \$5,000.00. Said appraisal will be utilized for determining the fair market purchase price and rental value of said property.

Funds for payment shall be drawn from Account No. OTA A 1420 44800 000 0000. Submitted herewith is the Resolution for the foregoing request, as well as the proposal submitted by Real Estate Solutions USA, Inc.

Kindly place this matter on the Town Board Action Calendar of April 20, 2021.

FRANK M. SCALERA

Harold B. Mayer, Jr.

Deputy Town Attorney

HBM:aml Attachments 2021-8010



RESOLVED, That a public hearing will be held before the Town Board, in the Hearing Room, Town Hall, East Building, 54 Audrey Avenue, Oyster Bay, New York 11771, on the 4th day of May, 2021, 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 AMEND CHAPTER 173 – PEDDLERS AND SOLICITORS, ARTICLE III – PEDDLING VEHICLES, OF THE CODE OF THE TOWN OF OYSTER BAY, NEW YORK"; 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.

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



PUBLIC NOTICE

PLEASE TAKE NOTICE, that pursuant to law, a public hearing will be held before the Town Board, in the Hearing Room, Town Hall, East Building, 54 Audrey Avenue, Oyster Bay, New York, on the 4th day of May, 2021, 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 AMEND CHAPTER 173 - PEDDLERS AND SOLICITORS, ARTICLE III - PEDDLING VEHICLES, OF THE CODE OF THE TOWN OF OYSTER BAY, NEW YORK". The abovementioned Local Law is on file and may be viewed daily (except Saturday, Sunday and Holidays) between the hours of 9:00 a.m. and 4:45 p.m., prevailing time, at the Office of the Town Clerk located at Oyster Bay and Massapequa. All persons interested in the subject matter of said hearing shall have an opportunity to be heard in connection with the aforementioned Local Law at the time and place designated herein.

TOWN BOARD OF TOWN OF OYSTER BAY. JOSEPH S. SALADINO Supervisor, RICHARD LaMARCA, Town Clerk.

Dated: April 20, 2021, Oyster Bay, New York.

TOWN OF OYSTER BAY Inter-Departmental Memorandum

TO

MEMORANDUM DOCKET

FROM

Office of the Town Attorney

DATE

April 5, 2021

SUBJECT:

Proposed Local Law to amend Chapter 173 - Peddling and Soliciting, of the Code

of the Town of Oyster Bay

The Town seeks to amend Chapter 173 - Peddling and Soliciting, pf the Code of the Town of Oyster Bay.

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 place this matter on the April 20, 2021 Town Board action calendar.

Office of the Town Attorney

homas M. Sabelli

Special Counsel

TMS/nb

S:\Attorney\Local LAWS\LaC - 173 - Peddlers (2021)\MD.doc



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, by Resolution No. 254-2019, adopted on April 16, 2019, the Town Board authorized the first one-year extension of Contract No. HGR17-162, General Reconstruction Requirements Contract, to Pratt Brothers, Inc., for the period commencing April 24, 2019 through April 23, 2020; and

WHEREAS, by Resolution No. 231-2020, adopted on April 23, 2020, the Town Board authorized the second one-year extension of Contract No. HGR17-162, General Reconstruction Requirements Contract, with Pratt Brothers, Inc., for the period April 24, 2020 through April 23, 2021; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated April 4, 2021, requested Town Board authorization to exercise the third one-year extension of Contract No. HGR17-162, General Reconstruction Requirements Contract, with Pratt Brothers, Inc., for the period commencing April 24, 2021 through April 23, 2022, at the same prices, conditions and terms provided for in the original contract; and

WHEREAS, Commissioner Lenz, by said memorandum, further requested Town Board authorization of an amount not to exceed Five Million (\$5,000,000.00) Dollars for the use of the subject contract at various locations within the Town of Oyster Bay, and also noted that funds are available for this purpose pursuant to Town Board Resolution No. 603A-2020, adopted on October 27, 2020; and

WHEREAS, Commissioner Lenz informed the Board that, to date, Pratt Brothers, Inc.'s work under Contract No. HGR17-162 has been satisfactory and completed in a timely manner,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are accepted and approved, and Contract No. HGR17-162 with Pratt Brothers, Inc., Inc. is hereby extended for the period from April 24, 2021 through April 23, 2022, at the same prices, conditions, and terms as provided in the original contract; and be it further

RESOLVED, That the Highway Department is authorized to use Five Million (\$5,000,000.00) Dollars in furtherance of the subject contract at various locations within the Town of Oyster Bay.

#

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

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

Reviewed By
Office of Town Automes

TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

April 4, 2021

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.

ACCOUNT #: HWY H5197 20000 000 2103 008 PROJ. ID#: 2103HWYDB-06

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 extended by Town Board Resolution Number 231-2020 on April 23, 2020. This will be the second extension of a four year extension option.

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, 2021 through April 23, 2022.

In addition, it is hereby requested the annual amount not to exceed \$5,000,000.00 to be authorized for the use of the above subject contract at various locations within the town of Oyster Bay as per the contract specification. Also funds are available for this purpose as per Town Board Resolution No. 603A-2020 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: John P. Bishop, Deputy Commissioner/HWY

John Tassone, Deputy Commissioner, DPW, Division of Engineering

Grace Santamaria, Highway Administration



45 S. Fourth Street · Bay Shore, NY 11706-1210 · Phone: 631-667-6800 · Fax: 631-289-3843

February 26, 2021

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



Office of Town Altorney

Office of Town Altorney

WHEREAS, Louis G. Savinetti, Commissioner, Department of Environmental Resources, by memorandum dated April 5, 2021, requested Town Board authorization to accept a donation of a work barge (20' x 12') and a 2014 Honda 9.9 hp outboard motor from The Creekview Aquaculture, L.L.C., 34 Ludlam Avenue, Bayville, New York, which will benefit the expansion and maintenance of the Town of Oyster Bay Shellfish program, and which will be shared with other Town departments, as needed, and further requested Town Board authorization for the Supervisor or his designee to execute any necessary documents in connection with this donation; and

WHEREAS, Commissioner Savinetti, by said memorandum, has advised that the value of the work barge is \$7,500.00, and the value of the outboard motor is \$1,800.00, for a combined donation value of \$9,300.00,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, and the Town Board hereby authorizes the acceptance of the donation as set forth hereinabove, and the Supervisor or his designee is hereby authorized and directed to execute any necessary documents in connection with this donation.

-#--

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

31

Town of Oyster Bay

Inter-Departmental Memorandum

TO:

Memorandum Docket

FROM:

Louis G. Savinetti, Commissioner

Department of Environmental Resources

DATE:

April 5, 2021

SUBJECT:

Donation of Equipment - Shellfish Program

The Creekview Aquaculture, LLC., located in Bayville, has once again generously offered to donate a work barge that will greatly benefit the expansion and maintenance of the Town of Oyster Bay Shellfish program operated by the Department of Environmental Resources. The twelve foot wide by twenty foot long work barge is equipped with two davits which will allow more efficient placement of our FLUPSYs and allow the Bay Constables to place navigation aids without having to relocate the Town's Landing Craft from the South Shore to the North Shore. The barge will also be shared with other town departments, as needed, and will enhance all of our bay/harbor maintenance operations.

The barge to be donated is described below:

<u>Item</u>	<u>Unit</u> <u>Purchase</u> <u>Price</u>	Depreciated Value	# of Units	Total Value of Items
Work Barge (20' X 12'-)	\$45,000	\$7,500	1	\$7,500.00
2014 Honda 9.9 hp outboard motor	\$3,500	1,800	1	\$1,800.00
Total Depreciated Value				\$9,300.00

The estimated value of the items noted above offered for donation is nine thousand three hundred (\$9,300).

The Department of Environmental Resources' staff will be responsible to take delivery of the barge and motor from Creekview Aquaculture, LLC., and transport it to a suitable town mooring for security purposes.

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

Louis G. Savinetti

Commissioner

horization to

LGS:ca Attachments



Creekview Aquaculture, LLC

34 Ludiam Ave, Bayville, NY 11709 tel. #(877) 735-9327 © fax. #(536) 324-3776 Info@creekviewinc.com

Date:

March 26, 2021

To:

Honorable Joseph Saladino, Supervisor

54 Audrey Avenue Oyster Bay NY 11771

Re:

Donation of Work Barge to Town of Oyster Bay

Dear Supervisor Saladino,

The Creekview Aquaculture, LLC, a subsidiary of Creekview Group, Inc, a local hatchery located in Bayville, New York, would like to offer a work barge and motor, we believe will be of great assistance in the operations of the Town Hatchery. This equipment is operational and in good working condition. We believe that he Town's Department of Environmental Resources will put this equipment to good use in its efforts toward preserving and repopulating the shellfish populations in Oyster Bay. For over 60 years the Creekview Hatchery has strived over to help maintain the water quality in Oyster Bay through our seeding programs. We believe we will be able to extend that effort through the addition of a working barge.

The equipment we offer as a donation is as follows:

<u>Item</u>	Purchase Price	Depreciated Value	Qty. Offered	TTL Net Depreciated Value
Work Barge (20' x 12')	\$45,000	\$7,500.00	1	\$7,500
Honda Motor, 9:9HP (2014)	\$3,500	\$1,800		\$1,800

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

Sincerely,

Jeremiah R. Relyea I COO I Creekview Aquaculture, LLC

34 Ludlam Avenue, Bayville, New York 11709

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

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



Rememed By Office of Town Attorney

WHEREAS, Louis G. Savinetti, Commissioner, Department of Environmental Resources, by memorandum dated March 29, 2021, advised that member contributions fund the Inter-municipal Oyster Bay/Cold Spring Harbor Protection Committee (OB/CSH PC) of which the Town is an active member, and requested that the Town Comptroller be directed to pay the Town's share for dues, nunc pro tunc, from June 1, 2020 through May 31, 2021, in the amount of \$6,500.00,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and the Comptroller is directed to make payment to the Incorporated Village of Bayville (fiscal officer for OB/CSH PC) for the Town's membership dues in the aforementioned Committee, nunc pro tunc, from June 1, 2020 through May 31, 2021, in the amount of \$6,500.00, 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.

-#-

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

Town of Oyster Bay Inter-Departmental Memorandum

TO:

Memorandum Docket

FROM:

Louis G. Savinetti, Commissioner

Department of Environmental Resources

DATE:

March 29, 2021

SUBJECT:

Inter-Municipal Agreement - Oyster Bay/Cold Spring Harbor

Protection Committee Membership Dues

Member contributions fund the inter-municipal agreement that governs the Oyster Bay/Cold Spring Harbor Protection Committee (OBCSHPC) 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 from June 1, 2020 — May 31, 2021 is \$6,500 (the same as the past dues cycles). The dues go toward implementation of the Oyster Bay Harbor Watershed Action Plan, EPA Phase II Stormwater measurable goals, and local matches for various grants. It should be noted that the Town saves money by sharing costs with the member municipalities by not having to fund its own studies and projects in full.

The Department of Environmental Resources respectfully requests Town Board approval 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.

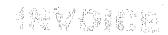
Louis G. Savinetti Commissione

LGS:LC:ca Attachment

cc: Steven C. Ballas, Comptroller, Office of the Comptroller File G500







111 South Street, Suite 2 Townsend Square

Oyster Bay, NY 11771

Phone #: 631-848-2090 Fax #: 516-706-8750

DATE: April 2, 2021

Bill To: Town of Oyster Bay 54 Audrey Avenue Oyster Bay, NY 11771

DESCRIPTION	AMOUNT
Membership dues for the Oyster Bay/Cold Spring Harbor Protection Committee June 1, 2020 - May 31, 2021	\$6,500.00
TOTAL:	\$6,500.00

Make all checks payable to: "Incorporated Village of Bayville"

Send to:

Maria Alfano Harding Incorporated Village of Bayville 34 School Street Bayville, NY 11709

If you have any questions concerning this invoice or cannot remit by December 30, contact: Rob Crafa 631-848-2090, rob@oysterbaycoldspringharbor.org

WHEREAS, Louis G. Savinetti, Commissioner, Department of Environmental Resources, by memorandum dated April 1, 2021, indicated that Friends of the Bay has received a \$6,000.00 grant from the Long Island Community Foundation to install and maintain two (2) demonstration raingardens at the Town of Oyster Bay Western Waterfront. Raingardens capture and naturally filter storm water and mitigate water degradation caused by storm water run-off; and

WHEREAS, Commissioner Savinetti, by the aforementioned memorandum, requested Town Board authorization to permit Friends of the Bay to install and maintain two (2) raingardens at the Western Waterfront,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Department of Environmental resources is authorized to accept the grant of \$6,000.00 from the Long Island Community Foundation through Friends of the Bay, to install and maintain two (2) demonstration raingardens at the Town of Oyster Bay Western Waterfront.

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

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



Town of Oyster Bay

Inter-Departmental Memorandum

TO:

Memorandum Docket

FROM:

Louis G. Savinetti, Commissioner

Department of Environmental Resources

DATE:

April 1, 2021

SUBJECT:

Western Waterfront Raingarden Installation

Friends of the Bay has recently received a \$6,000 grant from the Long Island Community Foundation to install and maintain two demonstration raingardens at the Town of Oyster Bay Western Waterfront. Raingardens capture and naturally filter storm water and mitigate water quality degradation caused by storm water run-off. The grant further provides funding to Friends of the Bay to install signage, provide public presentations that explain the myriad benefits of raingardens and their contribution to improving the water quality in Oyster Bay Harbor.

The raingardens will be placed to the east and west and just forward of the 9-11 Memorial, sufficiently distanced so as not to disrupt the reflective nature of the memorial. All signage associated with the project will require prior approval from the Town of Oyster Bay Department of Environmental Resources. The Department of Environmental Resources will assist in the planning and placement of the raingardens and will provide non-material support and resources as may be needed. Friends of the Bay, through their volunteer network, will be responsible to maintain the raingardens in a fashion that contributes to the aesthetic beauty of the Oyster Bay waterfront.

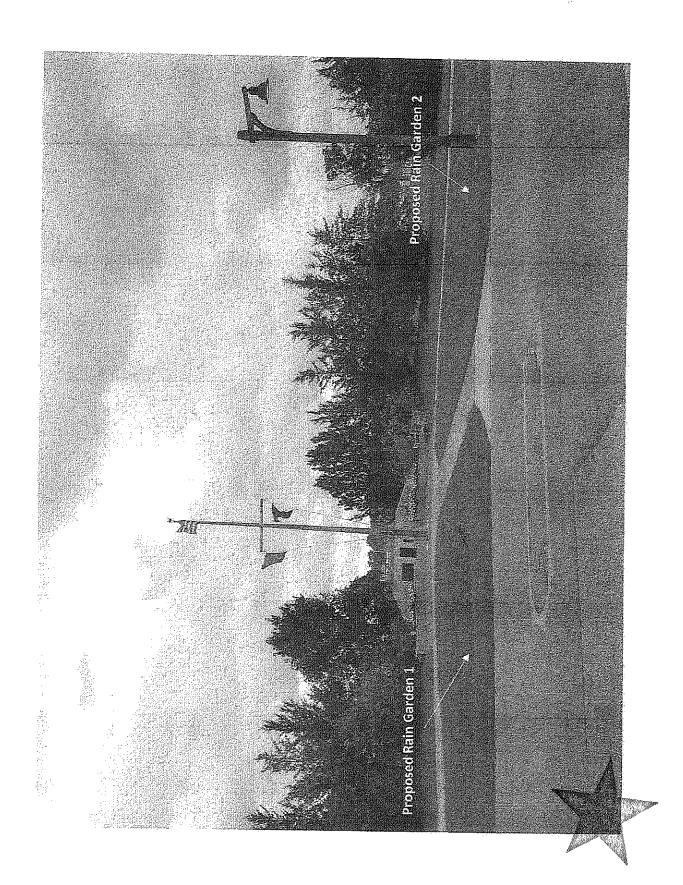
The Department of Environmental Resources respectfully requests Town Board authorization to permit Friends of the Bay permission to install and maintain two raingardens at the Western Waterfront.

Louis G. Savinetti Commissioner

LGS:ca Attachments

cc: Joseph G. Pinto, Commissioner, Department of Parks







March 22, 2021

Ms. Heather Johnson Executive Director Friends of the Bay 111 South Street, Suite 2 2 Townsend Square Oyster Bay, NY 11771

Dear Ms. Johnson:

It is my pleasure to inform you that the advisory committee of the Long Island Sound Stewardship Fund has authorized a \$6,000 grant to Friends of the Bay. This grant is to be used to install two demonstration raingardens to capture and naturally treat stormwater runoff, as described in your proposal of January 15, 2021. Furthermore, it is our understanding that Friends of the Bay expects to achieve the following outcome:

- install two raingardens in Oyster Bay's western waterfront to capture and naturally filter stormwater;
- install signage to educate residents and visitors on how raingardens mitigate the damaging effects of stormwater runoff;
- provide public presentations on best practice management techniques to reduce negative stormwater impacts; and
- conduct weekly water quality monitoring in Oyster Bay from April through October to measure project effectiveness.

Payment of this grant in the amount of \$6,000 will be made via wire transfer after receipt of this executed Letter of Agreement. Please sign this letter, complete the wire transfer form, and email all four pages to jdemaio@licf.org as soon as possible to expedite payment. These grant funds must be used substantially in accordance with the budget included with your proposal. You may not make substantial changes to the budget or the grant period without prior written approval. Any funds not used for the purposes described in this letter must be returned to the Long Island Community Foundation.

A condition of this grant is that you submit to us a final report no later than April 30, 2022. Please note that reports are an integral part of our monitoring and evaluation process; release of any payment or review of any future grant request will be contingent upon our receipt and future satisfactory review of the information provided. Your report should contain a fiscal accounting of grant expenditures and a narrative describing the following: (a) the objectives of the project supported by the grant, (b) activities carried out to meet each objective, (c) results accomplished.

and (d) any problems encountered and how they were resolved. It should also include a detailed discussion of activities carried out to secure funding to continue this project once our grant expires.

Instructions for preparing your report are available at www.licf.org in the Information for Nonprofits section under "Managing Your Current Grant,"

This grant is subject to financial audit upon our notification during or immediately following the grant period. A separate bank account for the grant is not required, but you must maintain a separate financial record for this grant. The funds making up this grant commitment are derived from the Long Island Sound Stewardship Fund at the Long Island Community Foundation.

Please acknowledge the Long Island Community Foundation in any publicity about this grant and enclose copies of any media reports along with the final report. We also encourage you to link to our website, www.licf.org. We feature grantees on our site and would like to post updates about your project that you have available.

Best wishes for the success of this effort.

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DA	1.Ok	 ·

David M. Okorn

ACCEPTED BY: FRIENDS OF THE BAY

BY:	DATE:	
EXECUTIVE DIRECTOR	——————————————————————————————————————	
PRINT NAME		





March 31, 2021

TO: Oyster Bay Town Board

RE: Request for permission and support for installation of two raingardens at the Western Waterfront

Friends of the Bay has received a \$6k grant from the Long Island Sound Stewardship Fund for the installation of two raingardens in Oyster Bay's Western Waterfront, specifically of one raingarden on either side of the walkway leading to the 911 Memorial. (Photo attached.) Two depressions originally constructed to capture stormwater will be refitted to function as raingardens that will provide treatment. The eastern depression is 700 square feet and the western is 500 square feet.

We are requesting permission from the Town of Oyster Bay to install the two raingardens and for machine and labor necessary for water line installation, site preparation and grading.

Friends of the Bay conducts weekly water quality monitoring in Oyster Bay from April to October. While this activity is important in determining the health of the bay, providing a means for removal of pollutants carried by stormwater runoff will work to further aid and support our mission to preserve, protect and restore the ecological integrity and productivity of the Oyster Bay/Cold Spring Harbor Estuary and surrounding watershed. Along with monthly clean-up events aimed at removing floatable debris, we see this green infrastructure project as a means of demonstrating a relatively simple way of protecting the water quality of Oyster Bay and the Long Island Sound. Such a demonstration is important to expanding public, private and municipal participation in the active protection of our bays.

Site signage will educate residents and visitors on how raingardens mitigate the damaging effects of stormwater runoff. Information will include plant characteristics and their role in raingarden functions.

Homeowner and business stormwater best management techniques will be described to reduce impacts on our bays. A website link or QR code will direct viewers to additional resources. The Friends of the Bay Speaker Series will offer a free raingarden presentation to the public, which will be recorded and available on our website.

<u>Proposed timeline:</u> Initial evaluation will be conducted in the spring along with contracting for raingarden and sign designers. Design will be completed by mid-late spring and plants ordered. Initial site work will be done in June followed by plantings timed according to availability. All maintenance of the raingardens will be performed by Friends of the Bay's Volunteer Corps,

which includes planting, removal of debris, plant watering and replenishment. The plantings will in no way interfere with viewing the 9/11 memorial.

- April 2021 Grant awarded
- April 2021 Contractor/designer solicitation (raingarden design and signage)
- May 2021 Design raingarden with assistance of contractor
- May 2021 review raingarden designs with Town for approval
- May 2021- Order plants and materials
- June 2021 Grade gardens and place much and topsoil
- June 2021- plant raingardens with assistance from volunteers
- July 2021 Finalize and order signage
- August 2021- Install Signage
- September 2021 Host educational presentation
- September 2021 Host a volunteer maintenance day
- TBD Submit Final Report

Thank you for consideration of this project.

Sincerely,

Heather Johnson

Executive Director

Herther John





April 2, 2021

Mr. George Baptista
Deputy Commissioner
Department of Environmental Resources
Town of Oyster Bay

Dear Deputy Commissioner Baptista:

On behalf of The WaterFront Center, I am writing to express our support for Friends of the Bay on the installation of native raingardens at the Western Waterfront. As the direct beneficiary of a previously installed raingarden, the WFC can speak to the numerous benefits to the environment such as, reduced storm water runoff into Oyster Bay, water quality improvements and the support of natural plantings.

Friends of the Bay and The WaterFront Center are closely aligned in their respective missions of protecting, appreciating and accessing the bay that surrounds us. The raingarden project not only supports these ideals, but will also beautify the landscape with native plantings, raising the appeal of the Western Waterfront, which reflects positively on the Town of Oyster Bay overall.

Thank you for your consideration of this project.

Sincerely,

George J. Ellis
Executive Director

The WaterFront Center





Theodore Roosevelt Sanctuary and Audubon Center

134 Cove Road * Oyster Bay, NY 11771 * 516-922-3200 * ny.audubon.org/trsanctuary * kathryn.damico@audubon.org

January 14, 2021

LIS Stewardship Fund Review Team

To Whom It May Concern:

On behalf of Theodore Roosevelt Sanctuary & Audubon Center, I am writing to express our support for and intent to collaborate with Friends of the Bay on their proposal to the Long Island Sound Stewardship Fund to install native raingardens at the Western Waterfront in Oyster Bay. These raingardens will help to mitigate storm water runoff, improve surface water quality and add to natural resources through plantings of native species also increasing healthy habitat for birds, wildlife and the Long Island Sound ecosystem.

Friends of the Bay is committed to the conservation of a healthy Long Island Sound and the engagement of the public in that work is central to achieving our mission. Friends of the Bay's proposal is closely aligned with the goals of Audubon New York and the TRSAC, and we are excited to partner with them on the project by consulting on native plant species that support birds and wildlife. We will also engage our Teen Conservation Ambassadors group with the preparation and planting of the site. Engaging local youth in conservation of the LI Sound ecosystem is a priority for Theodore Roosevelt Sanctuary and Audubon Center and Friends of the Bay. By partnering on this important work, we can increase our reach and inform community members about the importance of a healthy Long Island Sound and the threats the habitats face. This project gives people the opportunity to take action and get involved in efforts to restore a Nationally Significant Estuary in their backyards.

One again, we strongly support Friends of the Bay's project and look forward to working with them on this creative program to bring greater awareness to the major threats facing our habitats and the health of the Sound.

Thank you for your consideration of our support for this innovative project.

Sincerely,

Kathryn D'Amico

Center Director

Theodore Roosevelt Sanctuary & Audubon Center

Reviewed By Office actions, 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, with the option of up to four (4) one-year extensions; and

WHEREAS, by Resolution No. 253-2019, adopted on April 16, 2019, the Town Board authorized the first one-year extension of Contract No. HFR18-172, Fence Replacement Requirements Contract, with LandTek Group, Inc. for the period April 10, 2019 through April 9, 2020, at the same prices, conditions and terms provided for in the original contract; and

WHEREAS, by Resolution No. 246-2020, adopted on April 21, 2020, the Town Board authorized the second one-year extension of Contract No. HFR18-172, Fence Replacement Requirements Contract, with LandTek Group, Inc., for the period April 10, 2020 through April 9, 2021, at the same prices, conditions and terms provided for in the original contract; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated April 6, 2021, requested Town Board authorization to exercise the third one-year extension of Contract No. HFR18-172, Fence Replacement Requirements Contract, with LandTek Group, Inc., for the period commencing April 10, 2021 through April 9, 2022, at the same prices, conditions and terms provided for in the original contract; and

WHEREAS, Commissioner Lenz, by said memorandum, further requested Town Board authorization of an amount not to exceed Five Hundred Thousand (\$500,000.00) Dollars for the use of the subject contract at various locations within the Town of Oyster Bay, and also noted that funds are available for this purpose pursuant to Town Board Resolution No. 603A-2020, adopted on October 27, 2020; and

WHEREAS, Commissioner Lenz informed the Board that, to date, LandTek Group, Inc.'s work under Contract No. HFR18-172 has been satisfactory and completed in a timely manner,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, and Contract No. HFR18-172 with LandTek Group, Inc., Inc. is hereby extended for the period from April 10, 2021 through April 9, 2022, at the same prices, conditions, and terms as provided in the original contract; and be it further

RESOLVED, That the Highway Department is authorized to use Five Hundred Thousand (\$500,000.00) Dollars in furtherance of the subject contract at various locations within the Town of Oyster Bay.

-#-

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

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

TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

April 6, 2021

TO:

MEMORANDUM DOCKET

FROM:

RICHARD W. LENZ, P.E., COMMISSIONER

DEPARTMENT OF PUBLIC WORKS/HIGHWAY

SUBJECT:

REQUEST APPROVAL FOR EXTENSION

NUNC PRO TUNC

FENCE REPLACEMENT REQUIREMENTS CONTRACT HFR18-172

LANDTEK GROUP, INC.

ACCOUNT#: HWY H5197 20000 000 2103 008 PROJ. ID#: 2103HWYDB-06

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 extended by Town Board Resolution Number 246-2020 on April 9, 2020.

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, 2021 through April 9, 2022. This will be the third extension of a four year extension option.

In addition, it is hereby requested the amount of \$500,000.00 to be authorized for the use of the above subject contract at various locations within the town of Oyster Bay. Also funds are available for this purpose as per Town Board Resolution No. 603A-2020 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: John P. Bishop, Deputy Commissioner/HWY

John Tassone, Deputy Commissioner, DPW, Division of Engineering

Grace Santamaria, Highway Administration





105 SWEENEYDALE AVENUE, BAY SHORE, NY 11706 OFFICE (631) 691-2381 • FAX (631) 598-8280

April 5, 2021

Town of Oyster Bay
74 Audrey Ave
Oyster Bay, New York 11771
Parks Department/Division of Engineering
John Tassone
Deputy Commissioner

RE: Requirements Contract for Fencing 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 awarded in the original contract

Federal ID #

Thank you,

Edward Ryan Vice President



WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated April 1, 2021, requested that the Town Board authorize the Department to issue a refund in the amount of \$12,970.00, to the Oak Neck Athletic Council, Inc., P.O. Box 1421 Bayville, New York 11709 (Attn.: Al Staab), for fees associated with permits for the use of the Centre Island Multipurpose Field, on various dates and at various times, for practices and games, between March 29, 2021 and June 6, 2021, since, after further review, the Department determined that said organization is a not-for-profit, youth-based athletic group, providing youth sports services to local children, and thus was entitled to use said field free of charge,

NOW, THEREFORE, BE IT RESOLVED, that the request as hereinabove set forth is approved, and the Town Board hereby authorizes the Department of Parks to issue a refund in the amount of \$12,970.00 to the Oak Neck Athletic Council, Inc., for fees associated with permits for the use of the Centre Island Field, on various dates and at various times, for practices and games, between March 29, 2021 and June 6, 2021; and be if further

RESOLVED, that the funds for said payment shall be drawn from Account No. PKS A 001 02410 000 0000; and be it further

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

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

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

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO:

MEMORANDUM DOCKET

FROM:

Joseph G. Pinto, Commissioner of Parks

DATE:

April 1, 2021

SUBJECT:

Oak Neck Athletic Council Field Permits - REFUND REQUEST

Attached please find materials related to a refund for the Oak Neck Athletic Council, which is due a refund for their field permits since there is no charge for Town of Oyster Bay not-for-profit youth-based athletic groups to use Town of Oyster Bay facilities.

The Department of Parks respectfully requests Town Board approval for their refund in the amount of twelve thousand nine hundred seventy and 00/100 dollars (\$12,970.00). Please make the check payable to the "Oak Neck Athletic Council, Inc." and mail it to the following address:

Oak Neck Athletic Council Inc. Attn: Al Staab P.O. Box 1421 Bayville, NY 11709

Kindly debit the following account: PKS A 0001 02410 000 0000

It is the recommendation of the undersigned that this refund be approved.

Thank you,

Joseph G. Pinto

COMMISSIONER OF PARKS

JGP/sc



Sarah Cimino

From:

Joseph Pinto

Sent:

Thursday, April 1, 2021 2:39 PM

To:

April Palmieri; Patricia Woodstock; Sarah Cimino

Cc:

Gregory Carman; Greg Skupinsky, Frank Gatto; Michele M. Johnson; Steven C. Ballas;

Erin Kelly

Subject:

Oak Neck Athletics

HI All,

I hope this will clear up any questions pertaining to the Oak Neck Athletic refund in the amount of \$12,970. Oak Neck Athletics mistakenly submitted a check for field use at Centre Island for the 2021 Season. The confusion came from the fact that we had begun charging others who were using that field. Oak Neck became concerned that they would not have the field for their game and practice use and forwarded a check securing field time needed.

The Town, upon further discussion with Al Staab, determined that Oak Neck should not be charged for field time as they are providing youth sports to local children at Centre Island. Realizing that a misunderstanding took place, we immediately approved a

Refund to Oak Neck. I hope this email will be sufficient proof that this has been authorized by myself and the Deputy Supervisor. Please call me with any questions or concerns.

Joe Pinto



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Calendar Date Buginess Pate

02/10/21 02/10/21

Account Number

******7087

DDA Deposit

\$12,070,00

Cash Back

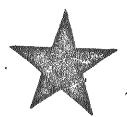
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Available Balance



011ent Services 085-274-2801

http://www.arb.com



fosapli G. Pinto Commissioner



Town of Oyster Bay Department of Parks
977 likkville Ruad
Massopetop, New York 11758
(516) 797-4128 Pan (516) 797-4125
www.oysinbaylown.com Grag Skupinsky Dapuly Commissioner

AND THE PROPERTY OF THE PROPER

Prank Gatta Deputy Commissioner

FIELD INVOICE

Field Permit Officer (516) 707-A125 Small painted and property of the Printer of the Permit Officer (516) 707-A125

DATE: JANUARY 5, 2021

uni toi Oak Ne Al Sigab PO Box 1421 Bayvills, NY 11709 Oak Neok Athibitos

LOCATION: Center Island

Date(s): 3	readbaut C	TELEVICENTIAL STREET, SECTION OF THE	ST W Managary	52033593	milemas -	Constitution Const	and the second
3/29-5/10	Monday	Center Island Muldpurposa	6:00pm-9:00pm	3(50' Region)	Tufflights:	\$35.00	\$735,00
5/17-5/31	Monday	Center Island Hullipurpose	6:00pm-7:00pm	1(x3 weeks)	Tori	\$30,00	\$90.00
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· 3/31-5/12	Wednesday	Center Island Nullipurpose	6:00pm-9:00pm	3(x7-weeks)	Turf/Lights	\$35,00	\$735,00
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	Friday	Center Island Multipurpose	6:00pm-9:00pm	3(x7 tree(s)	Turf/Lights	\$35.00	\$735 00
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3/27-5/8	Saturday	Center Island Hultipurpose	5:00pm-8:00pm	3(7weeis)	Turi/Ughts	\$35,00	\$735,00
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5/15-6/5	Saturday	Center Island Multipurpose	7:00pg-8:00pm	J(4weeks)	Turf/Ughts	\$35,00	\$140.00
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3/28/2021	Sunday	Center Island Multipurpose	5:00pm-8:00pm	3	Turf/Lights	\$35.00	\$105.00
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NOTES:

50% Payment Due Parmit No:

21-002





Town of Oyster Bay Department of Parks

FIELD/FACILITY USE FEE SCHEDULE

TIER#	TIER DESCRIPTION	FIELD FEES	LIGHT PREMIUM
TIER 1	TOWN OF OYSTER BAY NOT-FOR-PROFIT Youth-based Community Leagues.	Grass: NO CHARGE Turf: NO CHARGE	NO CHARGE
TIER 2	TOWN OF OYSTER BAY FOR-PROFIT AND NON-RESIDENT Youth and Adult Leagues, Including Travel Teams	Grass: \$25 per hour Turf: \$30 per hour	\$5 per hour

ALL PERMIT APPLICATIONS MUST INCLUDE:

Proof of Insurance (with "TOB" listed as "additional insured")	
Proof of Residency (if applicable)	
Certificate of Incorporation	
Proof of Non Profit Status, if applicable (IRS 501(c)(3) determination letter)	
Team Rosters with Address	

Checks or Money Orders should be made payable to "Town of Oyster Bay".

For Office Use Only:

Date: Application Fee Collected? Received By: Field Location: Permit Issued?

Internal Revenue Service District Director P.O. Box 2508 Cincinnti, OH 45201

Department of the Treasury

Date May 20 1999

Oak Neck Athletic Council Inc. C/O Lawrence A Kirsh Gernld Weinberg 90 State St. Albany, NY 12207 Employer Identification Number
11-3405187
DLN;
17053028001039
Contact Person;
Lisa M Yain Der Sluya I D#31102
Contact Telephone Number;
(877) 829-5500
Accounting Period Ending
December 31
Form 990 Required;
Yes
Addendum Applies:
No

Dear Applleant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501 (a) of the Internal Revenue Code as an organization described in section 501 (c) (3).



ELIOT SPITZER Altomby General State of New York Office of the Attorney General

(212) 416-8431

DIETRICH L. SNELL Deputy Allomey General Division of Public Advocacy

18-JUN-99

OAK NECK ATHLETIC COUNCIL INC P O BOX 1421 BAYVILLE, NY 11709

Re: OAK NECK ATHLETIC COUNCIL INC Registration Number(s): EPTL: 06-38-99 EXEC 7A (IF DUAL): 69826

Dear Sir or Madam:

Your organization is now registered with the Charities Bureau of the Office of the Attorney General pursuant to the Estates, Powers and Trusts Law (EPTL) (and the Executive Law (EXEC 7A)).

A copy of the latest annual report may be obtained, upon request, from the Oak Neck Athletic Council or from the Office of the Attorney General, Charities Bureau, 120



WHEREAS, Frank M. Scalera, Town Attorney, and Matthew M. Rozea, Deputy Town Attorney, by memorandum dated April 6, 2021, advised that pursuant to Resolution No. 723-2018, adopted on November 20, 2018, the Town Board authorized the Town, to enter into a license agreement with J&T Beach Corp. ("J&T Beach") for the period beginning January 1, 2019 through December 31, 2019, with two, one-year extension options which agreement was extended through December 30, 2020, by Resolution No. 202-2020, adopted March 31, 2020; and

WHEREAS, the Governor of the State of New York issued certain executive orders as a result of COVID-19, which impacted J&T Beach's ability to fully operate under its license agreement with the Town; and

WHEREAS, due to restrictions imposed by the Governor's COVID-19 Executive Orders, J&T Beach was unable to fully operate and now owes the Town the sum of \$64,747.59 for the 2020 season; and

WHEREAS, the Town and J&T Beach have come to agreement in principle, wherein J&T Beach will pay the Town the sum of \$34,000.00 in full satisfaction of the 2020 season obligation, with payments to be made in accordance with a First Modification to the License Agreement; and

WHEREAS, the Office of the Town Attorney, by the aforementioned memorandum, recommended and requested that the Town Board authorize the Supervisor, or his designee, to execute the First Modification to the License Agreement with J&T Beach, with the payments made thereunder to represent full and final satisfaction of J&T Beach's 2020 season obligation; and

WHEREAS, by memorandum dated March 29, 2021, Joseph G. Pinto, Commissioner, Department of Parks, recommended that the Town Board authorize the second, one-year extension option with J&T Beach; and

WHEREAS, the Office of the Town Attorney by the aforementioned memorandum, recommended that the Town Board accept the Department of Parks' recommendation, provided that J&T Beach shall not be permitted to undertake any operation in 2021 unless and until it fully satisfies the arrears as set forth in the First Modification to the License Agreement,

NOW, THEREFORE BE IT RESOLVED, That the recommendations and request as hereinabove set forth are hereby accepted and approved, and the Supervisor or his designee is authorized to accept the sum \$34,000.00 from J&T Beach as full and final satisfaction of its obligation for the 2020 season, and be it further

Resolution No. 229-2021

RESOLVED, That the Supervisor, or his designee, is authorized to sign the First Modification to the License Agreement with J&T Beach in the form annexed to the Office of the Town Attorney's memorandum, and be it further

RESOLVED, That the Town Board authorizes the second, one-year extension option with J&T Beach, provided that J&T Beach shall not be permitted to undertake any operations in 2021 unless and until it fully satisfies the arrears as set forth in the First Modification to the License Agreement.

-#-

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

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

Town of Oyster Bay Inter-Departmental Memo

TO: Memorandum Docket

FROM: Office of the Town Attorney

DATE : April 6, 2021

SUBJECT: J&T Beach Corp.

COVID-19 Payment Adjustment

The COVID-19 pandemic affected the ability of many businesses throughout the country to conduct normal operations. With regard to the business community in the Town of Oyster Bay, certain Executive Orders issued by Governor Andrew Cuomo further impacted the hospitality business as a whole, e.g., through forced limits on occupancy.

Pursuant to Resolution No. 723-2018, adopted on November 20, 2018, the Town Board authorized the Town, to enter into a license agreement with J&T Beach Corp. ("J&T Beach") for the period beginning January 1, 2019 through December 31, 2019, with two, one-year extension options. By Resolution No. 202-2020, adopted March 31, 2020, the Town Board agreed to extend the parties' agreement under the same terms and conditions of the original agreement until December 31, 2020. Under this license agreement, J&T Beach provides food and beverage concession services at Harry Tappen Beach and Marina.

J&T Beach approached the Town seeking relief in the form of payment adjustments to the amounts due to the Town for the 2020 season. This request was made in light of the Governor's Executive Orders, which significantly interfered with J&T Beach's business, which serves the beaches at Harry Tappen Beach and Marina.

J&T Beach currently owes the sum of \$64,747.59 (excluding utilities) for the 2020 season. If authorized by the Town Board, the attached proposed First Modification to the License Agreement provides that J&T Beach will pay the sum of \$34,000.00 in full satisfaction of its 2020 seasonal obligations.

Further, by memorandum dated March 29, 2021, Commissioner Joseph G. Pinto, Department of Parks, wrote to this Office recommending that the Town Board authorize the second, one-year extension option with J&T Beach. It is this Office's opinion that the Town Board accept the Department of Parks' recommendation, provided that J&T Beach shall not be permitted to undertake any operations in 2021 unless and until it fully satisfies the arrears as set forth in the First Modification to the License Agreement. In this regard, J&T Beach tendered a check to this Office in the amount of \$34,000, which will be held in escrow pending the Town Board's consideration of this matter.



A proposed resolution regarding the foregoing matters is attached to this memorandum. This Office requests and recommends that the Town Board authorize the Supervisor, or his designee, to execute the First Modification to the License Agreement with J&T Beach, and that the Town Board authorize the second, one-year extension option with J&T Beach.

FRANK M. SCALERA TOWN ATTORNEY

By:

Matthew M. Rozea
Deputy Town Attorney

Attachment



TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO: ATT: Frank M. Scalera, Town Attorney Hal H. Mayer, Deputy Town Attorney

FROM:

Joseph G. Pinto, Commissioner of Parks

DATE:

March 29, 2021

SUBJECT:

License Agreement - Harry Tappen Beach and Food Concession Agreement

By Resolution No. 723-2018, adopted on November 20, 2018, the Town Board authorized the Supervisor to enter into a license agreement ("Agreement") with J&T Beach Corp. d/b/a Blu Iguana for the operation of a food and beverage concession service at the Harry Tappen Beach concession facility. The Agreement ran from January 1, 2019 through December 31, 2019, with the Town having the option of two, one-year extensions.

By Resolution No. 202-2020, the Town Board authorized the extension of the first of its two (2) one year options through December 31, 2020.

The J&T Beach Corp. d/b/a/ Biu Iguana has requested that the Agreement be extended for one (1) year through December 31, 2021 under the terms and conditions of the current agreement.

J&T Beach Corp. d/b/a Blu Iguana has successfully provided food and beverage services at the Harry Tappen Beach Concession facility. It is the determination of this Department that the Town would benefit from the continuity of services if the Town were to exercise the second and last of its two (2) one (1) year extension options. This Department recommends that this contract be extended nunc pro tunc through December 31, 2021.

Joseph G. Pinto Commissioner

JGP:KC



FIRST MODIFICATION TO THE LICENSE AGREEMENT DATED JUNE 10, 2019

DATED:	. 2021
AND A REAL PROPERTY.	 , 2, UZ.

PARTIES: TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office at Town Hall, 54 Audrey Avenue, Oyster Bay, New York 11771 (the "TOWNE);

-and-

J&T BEACH CORP, having its principal place of business at When William (the "CONCESSIONAIRE"). 39 Doane Ave. Bellpart, NY 11713

WITNESSETH:

WHEREAS, the TOWN and the CONCESSIONAIRE entered into a License Agreement dated June 10, 2019, for a period of one (1) year, with two (2), one (1) extension options, pursuant to which the CONCESSIONAIRE agreed to provide certain food and beverage concession services to the public at Harry Tappen Beach and Marina; and

WHEREAS, the License Agreement expired on December 31, 2019 and the TOWN, by Resolution 202-2020, agreed to a one (1) year extension on the same terms and conditions of the License Agreement; and

WHEREAS, the Governor of the State of New York issued certain Executive Orders in response to the COVID-19 that impacted the CONCESSIONAIRE's ability to operate under the License Agreement, and

WHEREAS, due to COVID-19 Executive Orders, the CONCESSIONAIRE's operations were restricted, resulting in arrears to TOWN in the amount of \$64,747.59 for the 2020 season; and



WHEREAS, the CONCESSIONAIRE sought a COVID-19 adjustment of the payment provisions of the License Agreement; and

NOW, THEREFORE, IT IS MUTUALLY AGREED BY THE PARTIES AS FOLLOWS:

CONCESSION FEES

- The CONCESSIONAIRE acknowledges that it is currently in arrears to the TOWN
 in the amount of \$64,747.59 for the 2020 season. The TOWN agrees to adjust the balance due for
 the 2020 season, only, to \$34,000.00.
- With respect to the CONCESSIONAIRE's 2020 season obligations, Paragraph
 43(a) of the License Agreement is modified as follows:
 - a. The CONCESSIONAIRE shall pay the TOWN upon the execution of this First Modification to the License Agreement, the sum of \$34,000.00 in full satisfaction of the license fee due the TOWN for the 2020 season.
- 3. The CONCESSIONAIRE shall pay the TOWN for 2021 season under the same terms and conditions contained in Paragraph 43(a) of the License Agreement, *i.e.* the sum of \$15,000.00 on or before May 1, 2021, with the remaining balance of \$15,000.00 to be paid in equal installments of \$3,750.00 in June, July, August, and September of 2021, plus seven (7) percent of gross receipts, as such term is defined in the License agreement.
- 4. The CONCESSIONAIRE's failure to make payment as provided herein shall be, and will be deemed to be, a material breach of and default under the License Agreement. In such case, the CONCESSIONAIRE waives any right to a cure period as provided in Paragraph 34 of the License Agreement and the TOWN shall have the immediate right to terminate the LICENSE AGREEMENT for cause with no sums payable to the CONCESSIONAIRE.



MODIFICATION

All other provision of the License Agreement, which are not modified by this First
 Modification to the License Agreement, shall remain unmodified and in full force and effect.

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

IN WITNESS WHEREOF, the parties hereto have signed this First Modification to the License Agreement the day and year first above written.

TOTAL	ΛE.	OYSTER	ÐΑ	w
HUWN		UYSTEK	15/4	·Υ

Town Supervisor

J &T BEACH CORP.

Pox Mour Mesidon

REVIEWED and APPROVED AS TO FORM:

Deputy Town Attorney



VERIFICATION FIRST MODIFICATION TO THE LICENSE AGREEMENT WITH J&T BEACH CORP.

Fown of Oyster Bay Verification	
STATE OF NEW YORK)	
) ss.: COUNTY OF NASSAU)	
•	
On theday of, 2021 in the year, before me, the undersigned	
notary public, personally appeared, personally known to me or	
proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed	
to the First Modification to the License Agreement and acknowledged to me that he executed the	
same in his capacity, and that by his signature on the instrument, the individual, or the person upon	
behalf of which the individual acted, executed the instrument.	
Notary Public	
J&T Beach Corp, Verification	
STATE OF NEW YORK)	
COUNTY OF NASSAU)	
On the 1st day of April , 2021 in the year, before me, the undersigned notary public, personally appeared ROU MONOCO , personally known to me or	
notary public, personally appeared ROU MONGCO, 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(s) on the instrument, the individual, or the person upon behalf of	
which the individual acted, executed the instrument.	
- Sano Keral	
JANE KIESEL Notary Public Notary Public No. 01Ki6282091	
Qualified in Striffick County Commission Expires 05/20/202	



JRT BEACH CORP.

1-2/210

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Reviewed By Office of Town Attorney

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated April 12, 2021, advised that, pursuant to the Town of Oyster Bay Procurement Policy, a request for proposals (RFP) was issued and was placed on the Town of Oyster Bay website, e-mailed to five (5) known service providers and posted at the Town of Oyster Bay Ice Skating Center, to procure Food and Beverage Service at Various Town Parks and Facilities, for a three (3) year term commencing on May 1, 2021 through April 30, 2024, with a provision for two (2), one (1) year extensions. The Department of Parks received two (2) responses by the April 2, 2021 response date; and

WHEREAS, in accordance with Guideline 7 of the Town Procurement Policy, the Office of the Town Attorney, in a memorandum dated April 12, 2021, determined that the Department of Parks complied with the Town's Procurement Policy; and

WHEREAS, following a review and evaluation of said two (2) responses by an RFP review committee, as well as in-person interviews with each of the principal RFP respondents and based on the established criteria in conjunction with a set of guidelines for the purpose of choosing the most qualified firms, the committee determined that the proposal submitted by D & J Refreshments Inc., most effectively met the criteria outlined in the RFP. Commissioner Pinto, by said memorandum, requested that the Town Board authorize the Town to enter into a contract with D & J Refreshments, Inc., to provide food and beverage service at various parks and facilities; and

WHEREAS, the Office of the Inspector General has reviewed the vendor disclosure questionnaire and is satisfied the Town's Procurement Policy has been satisfied.

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town is hereby authorized to enter into a contract with D & J Refreshments, Inc., to provide food and beverage services at various parks and facilities for the period beginning May 1, 2021 through April 30, 2024, with a provision for two (2), one (1) year extensions,

RESOLVED, That the Supervisor or his designee be authorized to execute the agreement, which will be drafted and prepared by the Office of the Town Attorney upon the Town Board's action.

#--

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

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

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO

: MEMORANDUM DOCKET

FROM

: JOSEPH G. PINTO, COMMISSIONER OF PARKS

DATE

: APRIL 12, 2021

SUBJECT

: FOOD AND BEVERAGE SERVICES AT VARIOUS PARKS

FACILITIES - RFP CONTRACT AWARD SUPPLEMENTAL MEMO MD 4621 #4

Pursuant to the Town of Oyster Bay Procurement Policy, the Department of Parks released a Request For Proposals ("RFP") for Food and Beverage Services at Various Parks and Facilities. This Department published the RFP on the Town website, e-mailed the RFP to five (5) known service providers, and posted the RFP at the Town of Oyster Bay Ice Skating Center. A copy of the RFP is attached.

Prior to the expiration of the April 2, 2021 deadline, the Town received two (2) responses to the RFP (see attached). In accordance with Guideline 7 of the Town Procurement Policy, the Office of the Town Attorney, in a memorandum dated April 12, 2021 (see attached), determined that the Department of Parks complied with the Procurement Policy in its effort to obtain three (3) responses to the RFP.

In accordance with the Town's Procurement Policy, a committee designated by the Commissioner of Parks, conducted a review of each of the submitted proposals as well as in-person interviews with each of the principal RFP respondents. The committee determined that the proposal submitted by D & J Refreshments Inc. most effectively met the criteria outlined in the RFP.

The proposal provides \$32,000 base annual revenue to the Town. Additionally, the proposal obligates the licensee to provide capital improvements of a total approximate value of \$9,000 during the first three (3) years of the contract at the approximate rate of \$3,000 per year, the nature of the improvements to be mutually agreed upon by the parties.

The Office of the Inspector General has reviewed the vendor disclosure questionnaire and is satisfied that the Procurement Policy has been satisfied.

The Department of Parks requests Town Board authorization for the Town to enter into a contract with D & J Refreshments Inc. to provide Food and Beverage Services at Various Parks and Facilities for the period beginning May 1, 2021 through April 30, 2024, with a provision for an additional two (2), one (1) year extensions.

It is further requested that the Supervisor or his designee be authorized to execute the agreement, which will be drafted and prepared by the Office of the Town Attorney upon the Town Board's action.

OSEPH G. PINTÓ

COMMISSIONER OF PARKS

JGP/kc Attachments

Town of Oyster Bay Inter-Departmental Memorandum

MEMO SENT BY EMAIL; ORIGINAL SENT BY INTER-OFFICE MAIL.

TO:

JOSEPH G. PINTO, Commissioner

Department of Parks

FROM:

OFFICE OF THE TOWN ATTORNEY

DATE:

April 12, 2021

SUBJECT:

Procurement of Food and Beverage Provider - Various Town Park Facilities

We are in receipt of your Memorandum dated April 2, 2021, requesting the opinion of the Office of the Town Attorney concerning compliance with the Town's procurement policy, for the procurement of a food and beverage provider at various Town park facilities, having received only two (2) responses.

It is our opinion that based on the efforts made by your department to solicit responses, including the mailing of the Request for Proposals (RFP) to all entities on the vendor list you maintain, the posting of the RFP on the Town website and Town bulletin boards, that you have taken sufficient measure to satisfy the Town's procurement policy and therefore, you may proceed to request Town Board authorization for the award of the contract without taking any further steps necessary to obtain any additional quotations.

Very truly yours, **7homas M. Sabellico**

Thomas M. Sabellico Special Counsel

TMS/nb

cc: Gregory W. Carman, Jr., Deputy Supervisor Brian Noone, Inspector General Frank M. Scalera, Town Attorney

Request For Proposals

Food and Beverage Services at

Various Parks and Facilities



Department of Parks

Release Date: March 19, 2021

Due Date: April 2, 2021 at 11 AM

Town of Oyster Bay Department of Parks 977 Hicksville Road Massapequa, NY 11758

Telephone:

(516) 797-4118

Fax:

(516) 797-4145

Web:

http://www.oysterbaytown.com/

Introduction

The Town of Oyster Bay, Department of Parks, operates swimming pools and skating rinks (indoor and outdoor) as well as other amenities at the facilities noted below. The Town of Oyster Bay, Department of Parks, seeks well-qualified individuals or firms to provide food and beverage services as well as development and improvements to the facilities that enhance the recreation experience.

Additional information regarding the requirements in this Request For Proposals (RFP) may be obtained by contacting:

> Greg Skupinsky, Deputy Commissioner Town of Oyster Bay Department of Parks 977 Hicksville Road Massapequa, New York 11758 Telephone: (516) 797-4118

Fax: (516) 797-4145

Objective of Request for Proposal

The objective of this RFP is to award a three (3) year License Agreement ("License Agreement") from 2021 through 2024 to the individual or firm that will accomplish the following:

- Provide park patrons, at designated facilities, with an expansive and varied menu of cooked and pre-packaged food items as approved by the Commissioner of Parks.
- Provide park patrons, at designated facilities, with non-alcoholic liquid refreshments (beer at Roosevelt Memorial Park only) as approved by the Commissioner of Parks.
- Provide patrons with cooked and pre-packaged food items at special events as scheduled and approved by the Commissioner of Parks.
- Provide patrons with non-alcoholic liquid refreshments (beer at Roosevelt Memorial Park only) at special events as scheduled and approved by the Commissioner of Parks.
- Provide Vending machines that dispense non-alcoholic beverages, snacks and other sundry items as approved by the Commissioner of Parks.
- Provide the Town with suitable recompense for the opportunity to provide retail food and beverage products at the noted facilities scheduled and approved by the Commissioner of Parks.
- Provide aesthetic improvements to the noted facilities that encourage patronage of the facilities.
- Provide furniture to include seating, tables, and lounges to create an improved recreational experience for park patrons.

License Agreement Term

The Food and Beverage Service License Agreement will be for a three (3) year term. The License Agreement will also include two (2) one (1) year options to renew the License Agreement at the discretion of the Department of Parks, at a cost increase to be determined by the parties.

Operations may not be sublet to other firms or individuals, nor may the License Agreement be assigned to any other individual or entity without written consent of the Department of Parks after consultation with the Office of the Town Attorney.

Respondents shall submit a single proposal to implement/administer the License Agreement and any additional activities that may be proposed. Respondents that submit proposals that do not include, at a minimum, all of the activities noted in Facilities and Operations noted below, shall not be considered.

Proposals will be received and considered on the basis of: overall qualifications, financial status and capacity, the type, mode and features of operation and other relevant factors deemed to be in the best interest of the Town of Oyster Bay. The Town reserves the right to negotiate with any and all of the prospective Licensees, regardless of the license fee offered. The Town also reserves the right to decline any and all proposals.

Site Visit

All interested parties are welcome to visit the facilities listed below. Site visits are by appointment only. Prospective respondents should schedule their attendance by contacting Commissioner Pinto at 797-4118. Social distancing will be observed. Attendees will be required to wear masks.

Questions Clarifications and Communications

Any questions and/or requests for clarification of this RFP must be submitted in writing on or before March 25, 2021 to the Authorized Contact Persons identified above. E-mail and fax are acceptable; E-mail is preferable. Responses will be issued by the Town in the form of an Addendum to this RFP. The Town will make its best efforts to answer all questions received, but in no way warrants that responses will be provided to all questions. In the interest of fairness to all potential proposers, all questions, and any responses, will be shared with all who have expressed an interest in this RFP.

All communications during the RFP process must be directed solely to the Authorized Contact Person identified above. Communication with any other Town elected officials, employees or any member of the Town Evaluation Committee may be cause for disqualification from the RFP process.

Program Requirements and Scope

The Town of Oyster Bay Department of Parks operates and maintains pools, sports fields and ice skating rinks at Town Park and Beach Facilities. These facilities provide an exceptional value in terms of recreational access and utilization. In order to fully realize the potential of the Town's

facilities the Parks Department seeks proposals that demonstrate an imaginative and detailed approach towards realizing that potential.

The respondent should present a program that will adequately address the ability and methodology to provide food and beverages for facility patrons, as well as outline their vision for aesthetic improvements that expand the patrons' experience with a minimal amount of utility infrastructure and Town involvement.

The proposal should present a detailed outline, which fully describes the operation and food delivery structure for the successful implementation of food and beverages services as noted in the "Objective of Request for Proposal." The proposal should also contain a detailed explanation and description of the improvements to be made to each facility as noted in the "Objective of Request for Proposal." The food and beverage outline will be used in the evaluation process and will be used along with the financial revenue to the Town of Oyster Bay to select the food and service provider. All outlines shall include the following requirements:

- 1. A list of existing equipment and items that would be utilized to fulfill the requirements of this RFP.
- 2. A listing of proposed seasonal schedules and hours of operation.
- 3. The number of employees on staff and available to staff the noted facility.
- 4. A listing of similar municipal operations.
- 5. A menu or sample menu that includes the current per item price.
- 6. A revenue model that provides a sustainable income to the Town of Oyster Bay.

For the purposes of this RFP, aesthetic enhancements, improvements and furniture purchases may be used to offset the proposed fee in the revenue model.

Operations and Facilities

It is anticipated that there will be no capital improvements made by the Town of Oyster Bay to accommodate the goals and objectives of this RFP.

The Town of Oyster Bay will provide the following:

- Utilities (except telephone and fuel for cooking)
- Internet access when available
- Space for the preparation and serving of food and beverages
- Locations within the noted facilities and electricity for vending machines

The Town of Oyster Bay will not provide or be responsible for the following

- Food and or serving trays
- Temporary or long term storage of food items or related materials.
- All utility connections shall be furnished by the concessionaire.
- The concessionaire shall obtain and maintain all required permits and licenses.
- Maintenance or cleaning of concession space, equipment or machinery.

The Town will make every effort to ensure that space for food service is available for scheduled activities, but reserves the right to cancel or otherwise make space unavailable when:

- Weather conditions pose a risk or hazard to participants and/or Town staff.
- Repairs and improvements are necessary.

The food and beverage area in the facilities listed below will be available to the concessionaire by the Town in conjunction with the commencement of this License Agreement in "AS IS" condition:

FACILITY	<u>LOCATION</u>	<u>AMENITIES</u>
Marjorie Post Park	Unqua Road and Merrick Road, Massapequa, NY	Seasonal Ice Skating Rink, Seasonal Swimming Pool
Bethpage Ice Skating Center & Bethpage Community Park	Stewart Avenue, Bethpage, NY	All year, indoor Ice Skating Rink Seasonal Swimming Pool
Syosset Community Park	Jericho Turnpike, Syosset, NY	Seasonal Ice Skating Rink, Seasonal Swimming Pool
Plainview Community Park	Washington Avenue, Plainview, NY	Seasonal Swimming Pool
Roosevelt Memorial Park	Audrey and Maxwell Avenues, Oyster Bay, NY	Beach, Sports Fields, and other Amenities
Stehli Beach (Mobile Concession and Vending Machines only)	Bayville Avenue, Bayville, NY	Beach
Centre Island Beach (Mobile Concession and Vending Machines only)	East end of Bayville Avenue, Bayville, NY	Beach, Sports Field

Requirements of the License Agreement

The Department of Parks seeks operators with substantial financial capability and extensive experience in the operation of municipal concession and food delivery operations. Parties without substantial qualifying experience may not be considered.

- Licensee is required to have a sufficient number of trained qualified attendants on duty for proper operation of the food and service area at all facilities. Such personnel are to be employed by the Licensee subject to the approval of the Commissioner of Parks or his designee. Licensee also agrees to replace any employee when directed by the Commissioner of Parks or his designee, due to inefficient work habits, misconduct or other reasons deemed appropriate by the Commissioner.
- The Licensee shall maintain all service contracts necessary to maintain, prepare, and service all equipment. Service contracts shall include emergency repair provisions for holidays, weekends, and evenings. Copies of said service contracts shall be provided to the office of the Commissioner.
- The Licensee shall provide a performance bond equal to one year's license fee.

- The Licensee shall pay for telephone installation and monthly service.
- All fees charged to patrons by the Licensee under the terms of this agreement, are subject to the approval of the Commissioner of Parks.
- The Licensee shall grant access at all times to representatives of the Department of Parks for inspection and/or maintenance purposes.
- The Licensee shall be required to provide adequate insurance as specified in the "insurance" section and any additional insurance as required by the Town of Oyster Bay.
- The Licensee shall secure the approval of the Commissioner of Parks or his designee prior to the publication, transmission, dissemination, or posting of any signage, promotional materials, and advertising materials whether in print, on-line or on radio or television, which approval, if appropriate, shall be extended in a reasonably expeditious manner.
- In connection with marketing and publicity the Licensee agrees that any signage, promotional materials, and advertising materials whether in print, on-line, or on television, must be co-branded to include the Town's seal, wordmark, and/or make mention of the Town of Oyster Bay.

Disclosure of Conflicts

The successful proposer will be required to complete a disclosure questionnaire which will be emailed by and processed through the Town's vendor monitoring system. No award will be made without the completion of this form.

Proposal Format

In order to facilitate the most orderly and efficient comparison of proposals it is requested that each submission be organized in the following format:

- A detailed resume for all principals and/or directors that includes experience in similar food service operations with emphasis on operations and success in municipal and public sector operations similar to the Town of Oyster Bay.
- A complete statement detailing the current financial standing of all the principals will be required and should clearly demonstrate sufficient resources to properly conduct the requirements of this RFP.
- The proposal shall also include an organizational chart for the Food and Beverage service operation and a listing of any programs and services to be offered to the public.
- Proposers shall provide a detailed financial proposal describing the form and amount of the proposed license fee and any other type of financial remuneration to be paid to the Town by the proposer. Said proposal must include a statement of proposed monthly concession fee to be paid to the Town.
- The Town strongly encourages proposers to include a detailed capital improvement plan as part of its response to this RFP. In the event that the proposer elects to submit a capital improvement plan, the proposer shall include a complete description of any capital

additions, modifications or improvements the proposer intends to propose for the Facility, including the estimated cost and schedule for the completion of said additions or improvements. Said description shall be accompanied by such drawings, renderings and site plans as the proposer deems appropriate and necessary. The proposer shall describe in detail the justification for the proposed capital additions or improvements, including any anticipated operational and/or financial benefits to be derived therefrom. Designs for all capital improvements shall be subject to the prior approval of the Commissioner of Parks or his designee before any advertising for or acceptance of bids or award of contracts for construction.

Proposers must submit ten (10) hard copies (one signed original and nine copies) and (1) electronic copy of each proposal with additional relevant information. To be considered, a response must be received by the Department of Parks on or before April 2, 2021 no later than 11:00 AM. To be considered timely received, both hard copies and electronic copy of the proposal must be received by the Department on or before the deadline established herein. In the interest of fairness to all participants, no extensions or exceptions will be permitted, unless issued as an addendum to this RFP and applicable to all proposers.

Greg Skupinsky, Deputy .Commissioner
Town of Oyster Bay
Department of Parks
977 Hicksville Road
Massapequa, New York 11758
Contact Email: GSkupinsky@OysterBay-ny.gov

Hold Harmless Agreement

Respondents are advised that any License Agreement will require the Licensee to defend and indemnify the Town, its officials, and its employees against any claims or actions arising out of the Licensee's operation under the License Agreement.

Insurance

<u>INSURANCE</u>: The Contractor shall not begin any work until he has obtained and the Town has approved all the insurance and bonds required under this contract <u>(ORIGINAL INSURANCE CERTIFICATES AS OUTLINED BELOW)</u>. Furthermore, the contractor shall maintain the required insurance during performance of the contract up to the date of final acceptance. The required insurance includes the following types of insurance in the amounts indicated. In addition, the bidder shall require certificates of insurance from all approved subcontractors, indicating the following coverage.

A) WORKER'S COMPENSATION INSURANCE

In accordance with the Laws of the State of New York, Worker's Compensation Insurance must cover all of the contractor's employees at the site of the project. If any work is sublet, the contractor shall require the subcontractor to provide Worker's Compensation Insurance for all of the sub-contractor's employees employed at the site unless such employees are covered by the Worker's Compensation Insurance of the contractor.

B) COMPREHENSIVE GENERAL LIABILITY INSURANCE or GARAGE LIABILITY Including Premises and Operations Liability, Contractor's Protective Liability and Completed Operations and Product Liability, to protect the contractor and any subcontractor performing work in connection with this contract from claims for damages from personal injury, bodily injury, sickness or disease, including any resulting in death, as well as injury claimed to be sustained resulting from false arrest, detention and/or defamation of character, invasion of privacy, wrongful eviction and/or wrongful entry and from claims for property damage which may arise from operations connected with this contract, whether such operations be by the contractor or by any subcontractor or by anyone directly or indirectly employed by either of them.

The Town of Oyster Bay shall be named as additional insured accompanied by an endorsement (CG 20 10 11 85 or equivalent) issued by the insurance carrier.

The minimum amounts of such insurance must be as follows:

Personal Injury/Property Damage - \$1,000,000.00 Each Occurrence General Aggregate - \$2,000,000.00

When the limits of the policies are insufficient to meet the limits specified, the Contractor shall procure and maintain Commercial Umbrella and/or Excess Liability policies with limits in excess of the primary so the total amount of insurance coverage is at least equal to the requirement set forth above.

C) PROOF OF CARRIAGE OF INSURANCE

The contractor shall furnish the Town with two (2) copies of all certificates of insurance policies, each of which must contain the following provisions: Such insurance shall not be cancelled, terminated, modified or changed by either contractor or Insurance Company, except with 30 days prior written notice sent by the Insurance Company via registered mail to the Town.

IMPORTANT!! NO AWARD WILL BE MADE WITHOUT PROPER INSURANCE

PERFORMANCE BOND – The successful bidder will be required to post a performance bond in an amount equal to 100% of the proposed Town of Oyster Bay revenue for first year. The successful bidder shall be required to furnish said Performance Bond immediately after written notice of intent to award and upon receipt of such bond acceptable to the Town of Oyster Bay, shall be issued a service order.

Evaluation

The Department of Parks will conduct a preliminary evaluation of all proposals submitted by the deadline to determine compliance with proposal requirements. The department reserves the right to request additional information to clarify a submitted proposal. For the purpose of further evaluation, the responsive proposals will be evaluated on the criteria below.

Evaluation Criteria

- 1. Qualifications and experience of proposer in the Food and Beverage Service industry.
- 2. Proven performance and quality in a current or past operation with the Town of Oyster, and those similar to the Town of Oyster Bay.
- 3. Demonstration of sufficient financial resources to properly conduct and operate food and beverage service town-wide.
- 4. A comprehensive business plan with an emphasis on a vision for services to Town of Oyster Bay residents.
- 5. Capital Improvements: The attractiveness and potential benefits to the Town of the respondent's proposal for capital improvements to the Facility.
- 6. Financial Proposal: a reasonable, viable and sustainable fee payment to the Town of Oyster Bay.

Responsive proposals will be ranked using all of the above-mentioned requirements and criteria. Interviews may be requested by the Town as needed. The Department of Parks staff will independently formulate a recommendation of award.

Award

The Department of Parks shall notify all respondents in writing of the award. Once awarded, the selected firm or individual will complete and submit any additional documents as may be required by the Department of Parks or the Office of the Town Attorney.

Cost of Preparation

All costs associated with the preparation and submission of a proposal shall be borne by the respondent. The department shall not, in any event, be liable for any expenses necurred by the proposer in the preparation and/or submission of the proposal.

Proposal Submitted to the Town of Oyster Bay, Department of Parks

For

Food and Beverage Services at Various Parks and Facilities

By

D & J Refreshments, Inc.

April 2, 2021

P: (516) 826-4540 F: (516) 826-6410

D & J Refeshments, Inc.

2600 Newbridge Road Bellmore, NY 11710 direfresh@aol.com



March 26, 2021

Mr. Joseph Pinto, Commissioner of Parks Town of Oyster Bay Department of Parks 977 Hicksville Road Massapegua, NY 11758

The following is a response to the Request for Proposal, for food and beverage services at various parks and facilities in the Town of Oyster Bay. D&J Refreshments Inc. is excited to once again have the opportunity to operate the food concessions for the Town residents. D&J has served the residents of the town for over twenty five years and looks forward to continuing our relationship. Our plan is to always bring a quality food service operation to the town's facilities to satisfy the needs of the residents, while meeting our obligation to the Town of Oyster Bay.

In my proposal I try to address all the areas that the town has listed in the RFP as well as those areas I feel will enhance the food service operation at the listed facilities. Our plan is to once again partner with the town to continue to maintain the physical condition of the locations as well as the food and service at the highest level. In our proposal you will see that we will address those issues that will bring a fresh look to some of the older concession locations. Together I believe we can continue to offer the residents of the Town of Oyster Bay a high level food service operation.

Working together as we have done for over twenty five years will enable both of us to be proud of the product we deliver to the residents of Oyster Bay. I would like to ask the evaluation committee to exercise their right to negotiate with any and all proposers and meet with me to determine how we can best achieve our goals.

Thank you for your consideration.

Sincerely,

John J. Parks President, D&J Refreshments Inc.

JOHN J. PARKS 55 JEFFERSON STREET GARDEN CITY, N.Y. 11530 C (516) 972-3698 O (516) 826-4540

SUMMARY

Proven ability in all phases of the food service industry, Including concession, restaurant and catering management.

EXPERIENCE

President
Gazebo Caterers Inc.
Dba Stewart Manor Country Club
2019-PRESENT
51 Salisbury Ave.
Stewart Manor N.Y 11530

President
D & J Refreshments, Inc.
2600 Newbridge Road
Belimore, N.Y. 11710
1982-PRESENT

Founded and successfully established D&J Refreshments Inc.as one of the foremost food service concessionaires in the region. Chief Operating Officer with direct supervision of all field and office personnel, hiring, staff training, fiduciary oversight and management of daily operations. Established ongoing relationships with municipalities in order to provide quality service for their snack bar operations.

Management team Stewart Manor Country Club Stewart Manor, N.Y. 11530 1980-1995

Assisted in the complete operation of the Stewart Manor Country Club Responsible for booking, planning and arranging business and social functions for the general public, staff scheduling, assist in the management and supervision of banquet affairs.

EDUCATION

Long Island University
Southampton College
Southampton, N.Y. 11968
BS Conferred 1983
Major: Business Administration Management

CERTIFICATES

Nassau County Department of Health Certificate of Completion Food Service Managers Training Course

Suffolk County Department of Health Food Managers Certificate

ServSafe Food Protection Manager Certification National Restaurant Association Educational Foundation

REFERENCES

Furnished upon request

PERSONAL BIO OF JOHN PARKS

- President D&J Refreshments Inc. A food service company specializing in the operation of snack bars for municipalities.
- President Gazebo Caterers Inc. dba Stewart Manor Country Club. An on premise catering operation specializing in weddings and banquets.
- St. Anne's Grammar School, Sewanhaka High School and Southampton College of LIU., Received his B.S. in business administration May 1983.
- Married Margaret Sproat, a longtime resident of Stewart Manor. Margaret is in her 33rd year as a teacher in the Elmont School District, currently teaching fourth grade at Covert Avenue School.
- Three daughters; Emily a school teacher, Maggie a marketing executive with JP Morgan and Grace a financial advisor at Merrill Lynch in Garden City.
- 1981-1995 John spent his professional career developing D&J Refreshments while assisting in the management of the Stewart Manor Country Club.
- 1995 purchased full control of D&J Refreshments Inc. D&J has contracts with the following municipalities: The Village of Garden City, The Village of Floral Park, The Village of Valley Stream, The Greatneck Park District, The Town of Oyster Bay, and The Town of Huntington.
- Community involvement: Member of the Monsignor John Schedenswieg Knights of Columbus, Garden City Kiwanis Club, creator, St. Anne's Spirit Day's. St. Anne's CYO, Garden City Athletic Association. He participates in many local charities such as: Liz's Day for breast cancer awareness and The Hance Family Foundation, OLV golf outing, Challenger Baseball Tournament, St. Anne's Respite Program, Long Island Blues Hockey, Bobby Menges Memorial Blood Drive, Town of Huntington Community Awareness.

D & J REFRESHMENTS, INC.

2600 Newbridge Road Belimore, N.Y. 11710 (516) 826-4540

djrefresh@aol.com

CURRENT OPERATIONS AND REFERENCES

INC. VILLAGE OF FLORAL PARK

FLORAL PARK RECREATION CENTER 1980-1992 DEPT. OF PARKS AND RECREATION

1995-PRESENT

ONE FLORAL BLVD.

FLORAL PARK, N.Y. 11002

REF: GERARD BAMBRICK VILLAGE ADMINISTRATOR

326-6336

REF: KURT MEYFOHRT

SUPERINTENDENT OF RECREATION

326-6334

INC. VILLAGE OF GARDEN CITY

GARDEN CITY POOL

1987-PRESENT DEPT. OF PARKS AND RECREATION

351 STEWART AVE.

GARDEN CITY, N.Y. 11530

REF: Paul Blake

DIRECTOR OF RECREATION

742-5800

REF: Sandra Young

ASSISTANT SUPERINTENDENT OF PARKS

465-4077

REF: RALPH SUOZZI

VILLAGE ADMINISTRATOR

465-4053

TOWN OF HUNTINGTON

1995-PRESENT

DIX HILLS PARK

100 MAIN STREET

HUNTINGTON, N.Y.11743

REF: Bill Musto

DIRECTOR OF PARKS AND RECREATION

1-631-351-3089

GREAT NECK PARK DISTRICT

PARKWOOD SPORTS COMPLEX 65 ARRANDALE AVENUE

2008 - 2011

2012 -PRESENT

1994-PRESENT

1989-1994

1999-PRESENT

GREAT NECK, N.Y. 11021

REF: Jason Marra SUPERINTENDENT

(516) 487-2975 X124

NATIONAL RINK MANAGEMENT

2600 NEWBRIDGE ROAD

BELLMORE, N.Y. 11710

REF: RICK GARDNER

783-6181

TOWN OF OYSTER BAY

DEPT. OF PARKS AND RECREATION

977 HICKSVILLE ROAD

MASSAPEQUA, N.Y. 11758

REF: ANDREW ROTHSTEIN

Director of Operations

624-6368

REF: JOSEPH PINTO

Commissioner

797-4128

INC. VILLAGE OF VALLEY STREAM

A. J. HENDRICKSON POOL COMPLEX 2005 PRESENT

123 SOUTH CENTRAL AVENUE

VALLEY STREAM, N.Y. 11580

REF: Rich Dangeles

Pool Director

821-3786

REF: ROBERT FUMAGALLI

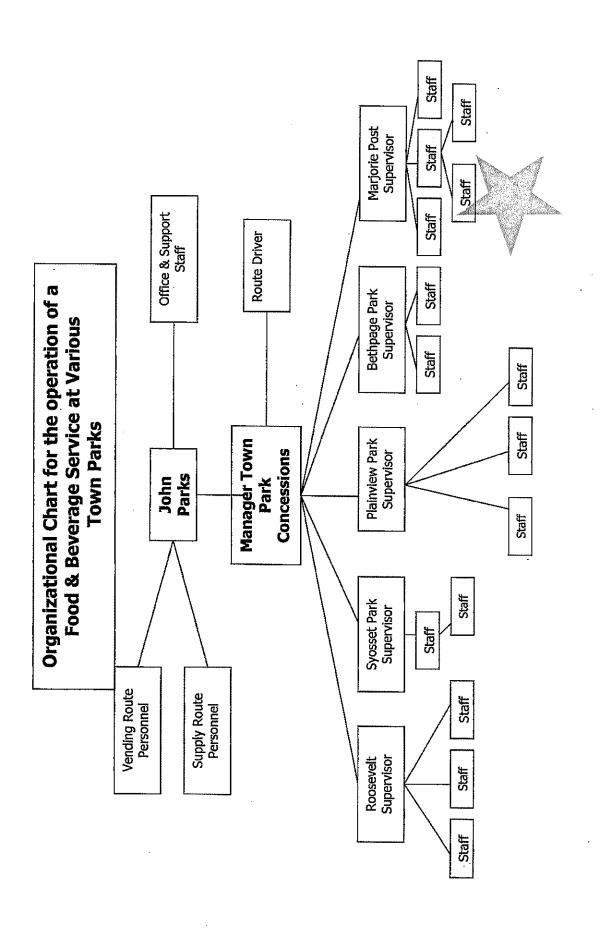
VILLAGE CLERK

825-8316

D & J Refreshments, Inc. Profit & Loss

January through December 2019

	Jan - Dec 19
Ordinary Income/Expense	
Income	
4050 · Sales	1,333,576.23
Total Income	1,333,576.23
Expense	
Credit card fees	11,900.76
Donation	950.00
Equipment expense	0.00
Fica	47,390.18
Futa Expense	1,770.12
Gross Payroll Expense	0.00
Office Expense	7,888.28
Payroll Fees	5,820.16
payroll taxes	0.00
Purchases	491.330.85
Salaries Officer	91,000.00
Salaries Other	350,868,51
SU! Expense	3,575.58
6110 - Automobile Expense	8,026.22
6120 · Bank Service Charges	1,724.74
6180 · Insurance	8.165.55
6230 · Licenses and Permits	10,391.50
6270 - Legal and Professional Fees	1,450.00
6290 - Rent	202,121.15
6300 · Repairs and Maintenance	5,591.13
6340 · Telephone	17,829.31
6390 · Utilities	18,792.60
Total Expense	1,286,586.64
et Ordinary Income	46,989.59
Income	46,989.59



STAFFING

Staffing is the most important part of any customer service business. It means having the right combination of qualified personnel and supervisors to satisfy all customers. Personnel must be trained in Nassau County Department of Health guidelines and regulations and must realize that public safety and quality is the number one priority. All D&J managers attend a serv safe class and train their location supervisors to adhere to those guidelines.

Having the proper number of counter clerks as well as the proper supervision is a critical part of the Town of Oyster Bay food service operation. Town of Oyster Bay residents should not have to wait on long lines while they are trying to enjoy an afternoon at the pool or rink. We ensure that all locations will have the right amount of staff to offer this type of service. Staff members will adhere to the hours of operation set by D&J Refreshments and TOB management at each location.

Enclosed please find our employee guidelines and procedures, which is administered to all personnel.

D & J Refreshments, Inc. Employee Guidelines & Procedures (516) 826-4540

D & J is driven by providing its customers with the highest quality product possible – a product that is manifest first and foremost by customer service. You, the employee, provide this product. The components of this service can best be summed up in two words: courtesy and cleanliness. Our goal is repeat business – and the way to achieve this is for every customer transaction to occur in an environment that is impeccably clean and handled with the utmost courtesy.

Read these guidelines and while you're at work, live them. They are your responsibility. Thanks.

I. Attendance, Scheduling, Pay Period

- 1. You are expected to arrive on time for your shift—this means arriving early enough to wash up and begin functioning as soon as your shift begins. Repeated lateness will result in fewer shifts and possible dismissal.
- 2. You may not leave at the end of your shift without an OK from the location manager. Everyone will have some closing tasks (ie. Sweeping, cleaning and restocking); when the manager verifies that these tasks have been completed, you may sign out.
- 3. As a rule, our stands remain open for business during cleanup and closing. Gates/ doors are open and customers may be served until the manager has closed the drawer for the night. What does this mean? If you are scheduled to work until closing, the end of your shift is not a specific time. Don't assume you may leave until all closing procedures have been completed and the manager tells you that you may go.
- 4. D & J makes every effort to hire from the local community. Merit based salary adjustments may be made at the discretion of the main office or the location manager.
- 5. If you don't feel well, you should not be at work especially if you have a cough/cold. Kindly notify your manager as soon as possible as to the day/days you will miss and when you can expect to return.
- 6. The workweek is Monday through Sunday. You will be paid weekly by the close of business on the Friday following each workweek. If you believe there to be a discrepancy between hours worked and your pay, please take it up with the location manager.
- 7. All employees must have a completed W-4 form updated annually. Any employee under the age of 18 must also have up to date working papers. These can be obtained from your High School Guidance office.

II. Appearance and Demeanor

1. Employees are representatives of D & J Refreshments, Inc. Therefore no photos of any employee in a D & J t-shirt, no representation of any D & J location, no pictures of any D & J locations and no references to any person, place or thing related to D & J Refreshments may be posted on any social media whether it is meant well or not.

Absolutely NO cell phones (this means talking or texting) are to be used during working hours. Keep them in your purse or car while you are at work. Employees may ask there managers for use of D & J land lines while on duty.

- 2. Hair is to be kept neat and tied back. Should you wish, you may wear a D & J cap, only D & J caps will be permitted. Employees are to present a neat and clean appearance. You will be provided uniform shirts that must be worn while on duty. Do not cut off the collars or sleeves. Should you be chilly, you may wear a D & J uniform sweatshirt.
 - 3. Cut off shorts, running shorts and torn jeans will not be acceptable.
 - 4. Closed shoes/sneakers are to be worn while working, ie. No sandals.
 - 5. No jewelry, except small earrings, watches and rings will be permitted.
- 6. There is to be no smoking in any of our concessions it is against Board of Health regulations.
- 7. There is to be no eating in any of our concessions. When the manager tells you that you may take a break please take your lunch or snack outside the concession area. You are permitted to have beverages during the day but do so discreetly.
- 8. D & J employees are the only people who should be in the stand, ie. No friends, former employees or park workers are to be in the concession. If you are not working, please do not "hang out" in the concession.
- 9. Please, if friends come to visit you or pick you up, kindly ask them not to loiter around the counter even on the outside.
- 10. Board of Health regulations are to be adhered to at all times. Personal hygiene/sanitation must be your first responsibility. You are expected to wash your hands as soon as you arrive at work and whenever you use the bathroom, sneeze, cough or clean up. NEVER touch your face in front of a customer.

Courtesy along with Cleanliness is what makes this business run. "Good Morning", "May I help you", "How are you today", and "Thank You", should be delivered with eye contact. DO NOT, under any circumstance, confront or argue with a customer, member of the park staff or Village Official. Refer all problems to the site manager or main office as soon as possible.

III. Procedures, Pricing and Regulation

- 1. You are expected to charge the posted price for all items sold, ie. You are not to give away food to anyone. The occasional exception to this rule can only come from the site manager. Giving away product will be considered theft and result in dismissal.
- 2. Items are to be cooked on the appropriate trays, utensils are to be cleaned properly and care is to be given in stacking boxes or moving equipment during clean up. A final check at the end of the day will be done to ensure that:
 - all grills, ovens, warmers and fryers are off
 - all surfaces, floors and utensils have been swept, mopped, cleaned and washed
 - all freezers and refrigerators are closed
 - all product is wrapped and stored in its proper place
 - the cash register is left open but empty
 - all lights are off and gates/doors are secured/locked
- 3. You must wear food service gloves and use the proper utensils whenever touching any food item that is unwrapped after it has been cooked (ie. meat, rolls, pretzels or nachos).
- 4. Burgers, pretzels, pizza, french fries and ice cream are to be kept frozen, not refrigerated. Cold products must be kept refrigerated (ie. milk, cheese). Bread and rolls should be kept wrapped. Hot items should be kept hot and served hot, if they have been in a warming tray for too long and have dried out or burnt, dispose of them (ie. hot dogs and fries).
- 5. All thawing of products is to be done according to Board of Health regulations. This means in the refrigerator or, in an emergency, under cold running water in a sealed package.
- 6. All items should be cooked properly, BURGERS MUST BE COOKED TO A WELL-DONE STATE, and no burgers are ever to be served rare or medium.
- 7. Proper cooking and storage is a top priority. Be sure to use the appropriate method to prepare an item and be sure that it is wrapped properly for storage at the end of the day. If you suspect a product is possibly spoiled or bad, DO NOT USE IT. Either show your manager immediately so that he/she may note it and dispose of it, or set it aside with a sign on it so that it can be checked by a manager.

Basic Safety Guidelines When Working in Food Service

When are you expected to wash your hands?

When you arrive for work the first thing you should do is wash your hands.

When you use the bathroom you must thoroughly wash your hands.

When you use any type of chemical or cleaning agent.

When you sweep, mop or clean the condiment station.

When you change the garbage liner.

When you touch raw meat without wearing a glove. (i.e. hamburgers.)

Whenever you take a cigarette break.

Whenever you cough, sneeze, blow your nose, or touch your hair.

When washing your hands you must use warm water, soap and paper towels.

When are you expected to wear gloves?

Whenever you touch something unwrapped for immediate consumption. i.e. churros, pretzels, cookies, rolls and bagels.

Whenever you are working the sandwich board and have to touch: lettuce, tomatoes, ham, turkey, cheese, bread or rolls.

Gloves should never be used for more than twenty minutes and are disposable; you will never be reprimanded for using too many gloves.

PROPOSED SNACK BAR HOURS OF OPERATION FOR THE TOWN OF OYSTER BAY POOLS AND ICE RINKS

RINKS:

Public Skating Sessions- The snack bar will be open at least 30 minutes before each public skating session and will remain open at least 30 minutes after each session when students are not in school.

Group Skate Lessons- The snack bar will open for all group skating lessons when students are not in school.

Hockey- The snack bar will open for all hockey games, including early morning games on Saturdays and Sundays and provide a full breakfast menu.

Charter Ice- D&J will work with all charter ice events to provide necessary snack bar service.

D&J is committed to working with the Town and the managers of the rinks to provide snack bar services whenever it is deemed necessary.

POOLS:

D&J Refreshments will operate the pool snack bars based on the hours of operation set in the TOB summer pool brochure. We will work with the facility managers to make sure we cover all necessary hours during the pool season. Snack bars will be closed during inclement weather only after discussions are held with the TOB management staff.

Open at the request of the manager for Special Events

PROGRAMS AND SERVICES OFFERED TO TOWN RESIDENTS

D&J excels when it comes to cooperation with the town for food service at special events or fundraisers. We have never said no to be a partner with the town to supply food or beverage for a town event or fundraiser. We will continue to partner with the town to provide food service for any special programs for town residents.

- 1. Camp lunch program for Bethpage Hockey Camp and any other camps run in town facilities.
- 2. Birthday parties will be offered at Bethpage Skating Facility during public sessions and at the outdoor rinks during private ice charters.
- 3. Group snack program. Discount meals and snacks will be offered to any larges groups during private ice charters of public sessions.
- 4. D&J will provide mobile vending ice cream trucks in all areas of the park deemed necessary as well as during special events.
- 5. Food truck program. D&J partners with Firetruck foods to supply food trucks for any special events held in the parks.
- 6. Blues hockey program: D&J will supply discount food programs to Long Island Blues Hockey fundraising events.

Mobile Food and Beverage Service provided to Town of Oyster Bay Parks

In evaluating the mobile vending needs for the Town of Oyster Bay, D&J will contract mobile ice cream service to the various parks as listed in the RFP. We will provide service where no concession service is available as well as offer mobile service during off hours and to remote areas. In addition we will coordinate these trucks with the special events held in areas not accessible to the concessions.

In making our selection we insisted on the following:

- 1. Uniformed personnel
- 2. Clean, freshly painted vehicles
- 3. Waste receptacles supplied by each vehicle
- 4. Proper Insurance Certificates
- 5. Proper Nassau County Department of Health permits
- 6. Pricing to conform to that which is stipulated in the contract
- 7. Strict adherence to the hours of operation to insure coverage for all locations

D & J Refreshments Requirements for an outside vendor to operate Ice cream trucks in the Town of Oyster Bay

- 1- All trucks must carry Auto Insurance. The Town of Oyster Bay and D & J Refreshments must be named as additional insured under your products liability policy. The policy must meet the minimum requirements set by the Town of Oyster Bay of \$1,000,000.00 in coverage.
- 2- All vehicles must carry valid Nassau County Department of Health permits, posted and visible to the public.
- 3- No vehicle is permitted on any park service roads or pedestrian Paths. They must remain in designated areas only.
- 4- All drivers must be in uniform shirts supplied by their employer.
- 5- Waste receptacles must be available at all times.

^{**}Failure to comply with the above requirements will result in the immediate cancellation of this agreement.

D & J REFRESHMENTS, INC. PROPOSED ANNUAL FEE AND CAPITAL IMPROVEMENTS FOR TOWN OF OYSTER BAY

The concession agreement will be for a term of five years, with compensation to be made in the following manner.

Year 1:

Annual fee \$32,000.00

Capital Investment \$3,000.00

Total compensation year 1 \$35,000.

\$2,666.67 due and payable on the 15th of each month

<u>Year 2:</u>

Annual fee \$32,000.00

Capital Investment \$3,000.00

Total compensation year 2 \$35,000.

\$2,666.67 due and payable on the 15th of each month

<u>Year 3:</u>

Annual fee \$32,000.00

Capital Investment \$3,000.00

Total compensation year 3 \$35,000.

\$2,666.67 due and payable on the 15th of each month

Total Compensation payable to the Town of Oyster Bay For the three year term:

\$105,000.

Option Years:

Option Year 1:

Annual fee \$35,000.00 Capital Investment and repairs \$6,000.00

Option Year 2:

Annual fee \$35,000.00 Capital Investment and repairs \$6,000.00

CAPITAL IMPROVEMENTS

During the past several years of our current contract D&J has invested in many upgrades to the physical as well as the operational aspects of the Town of Oyster Bay snack bars. We continually upgrade the cooking equipment to meet the demands of our customers. In addition each year we allocate funds to improve the comfort level for the town residents.

As we approach the next 3 years of the contract D&J wants to replace equipment and furniture that has outlived its useful expectancy. For this reason we have put together a capital expenditure plan to provide tables and chairs for the Bethpage café. Several of the original tables and chairs are no longer functional. Equipment such as the grill at Marjorie Post that was severely vandalized in the three break-ins that occurred this summer and the griddle at Plainview that has aged out need to be addressed. Following please find our three year plan to add new furniture and equipment where necessary. Once these items are purchased they will become the property and responsibility of the Town of Oyster Bay.

Proposed Capital Improvements Submitted by D & J Refreshments, Inc.

Year	One

<u>rear One</u>	
Marjorie Post Park	
Electric Griddle 36X18	\$1,500.00
Wiring and installation	\$500.00
Digital Electronic Menu Boards	\$1,000.00
TOTAL YEAR 1	\$3000.00
Year Two	
Bethpage Rink	•
Tables and chairs for café	
TOTAL YEAR 2	\$3,000.00
Year Three	
Plainview – Old Bethpage Community Park	
36X18 Electric Griddle	\$1,500.00
Wiring and Installation	\$500.00
Digital Electronic Menu Boards	\$1,000.00
TOTAL	\$3,000.00

Total Capital Expenditures For the first three years \$9,000.00

Deliver to Joy Home & Kitchen ▼ Subtotal: \$125.03 Seaford 11783 Proceed to checkout Best Sellers Fresh - Whole Foods Prime • Handmade Subscriba & Sava This order contains a gift Amazon Home Shop by Room Discover Shop by Style Home Décor Furniture Kitchen & Dining Bed & Bath

Home & Kitchen + Kitchen & Dining + Small Appliances + Electric Griddles



Roll over image to zoom in



Grindmaster-Cecilware EL1636 Medium Duty Steel and Stainless Steel Electric Griddles, 36-Inch

Brand: Lee Global Imports and Consulting, Inc.

6 ratings

Price: \$1,227.66

Thank you for being a Prime member. Get a \$70 Gift Card: Pay \$1,157.66 upon approval for the Amazon Prime Rewards Visa Card. No annual fee.

- Stainless steel construction for durability
- Long lasting; reliable and innovative
- Easy to maintain
- Easy to use
- · Economical; Value Priced

Compare with similar items

New (2) from \$1,207.90 & FREE Shipping

Report incorrect product information.

\$1,2
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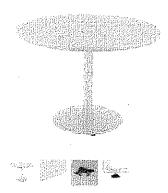
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Round Pedestal Café Table w/ Round Base



Round Pedestal Café Table w/ Round Base

*** Write a review Post a question

Start a Live Chat

- Easy-to-clean laminate tabletop.
- Heavy-duty cast iron frame withstands years of daily use.
- T-mold edge banding prevents chips and dings.

\$227.88 -\$292.88

Save 54% to 56% off MSRP



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Select Options:

Select Diameter

Select Diameter

30" Round

35" Diameter

42° Diameter

Choose a cast iron base color:





Quantity:

Add to Cart

Specifications Resources

The Learniture® Round Pedestal Caté Table with Round Base is a versatile edition to any catetoria. lounge or common area. Use it to display students' projects, or seat several students for lunch or collaborative work. The heavy-duty cast fron frame can support up to 300 pounds, and a high-pressure laminate tabletop with T-mold edging resists stains and scratches. Leveling glides protect floors. Made in the USA. Choose from three sizes.

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M-F: 8-7 Eastern

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Company Info

School Outlitters 3736 Regent Ave Cincinnati, OH. 45212-3724

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National Public Seating 8500 School Chair

★文文文文 3.8 (2) Write a review Post a question

Start a Live Chat

\$57.99

MSRP: 500:13

You Save: \$31.14 (35%)

SKU; NPS-8500

Calculate Shippina

Shilps or 24 mount

Share: 💚 🚳

Select Options:

Choose a seat color:





Add a removable book rack?

Add a ganging bracket?

Quantity:

Add to Cart

Specifications Description Recommended Grade 5th grade - adult Level Seat Material: Injection-molded, textured-polypropylene soft plastic Frame Material: 11 mm steel rod Frame Finish: Chrome Seat Height: 17" H Casters/Glides: Polyethylene floor glides Weight Capacity: 300 lbs. Other Info: Chairs are stackable when used without book racks Stacks up to 40 high MAS certified green Meets BIFMA standards Warranty: 10 years Overall Width: 19 3/4" Overall Depth: 22° D Overall Height; 31" H

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Lisa · 5 months ago

Any warranty on these?

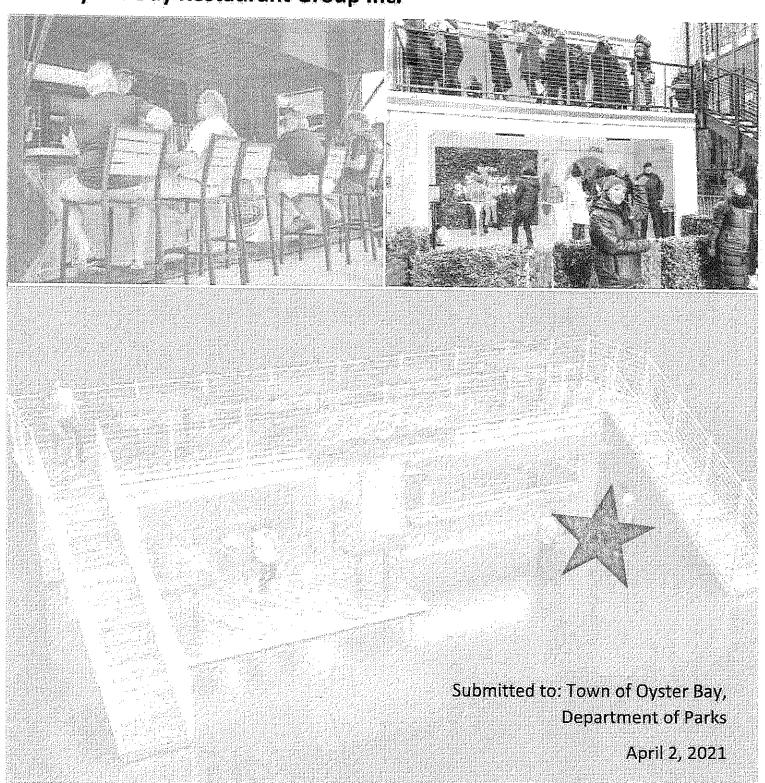
1 answer

School Outfitters 5 months ago This chair has a 10-year warranty.

Helpful? Yes 0 No 0 Report

Food and Beverage Services at Various Parks and Facilities

Oyster Bay Restaurant Group Inc.



Oyster Bay Restaurant Group, Inc. 4 Snug Cove Bayville, NY 11709

April 2, 2021

Greg Skupinsky, Deputy Commissioner Town of Oyster Bay Department of Parks 977 Hicksville Road Massapegua, NY 11758

RE: Food and Beverage Services at Various Parks and Facilities

Dear Mr. Skupinsky,

Oyster Bay Restaurant Group is pleased to submit our proposal to provide food and beverage services including development and improvements to the facilities that will enhance the recreation experience for residents and visitors alike.

Oyster Bay Restaurant Group has sufficient trained qualified attendants that will be on duty for proper operation of the food and service areas at all facilities.

It is with great confidence that we submit a plan of enhancements and an approach to service that will be unmatched. We look forward to working with you and the Town of Oyster Bay Parks Department to provide outstanding services, concessions and activities for all your residents. It is the mutual interest of providing these great services that will assure a successful relationship.

On behalf of Oyster Bay Restaurant Group, I look forward to building a great relationship and look forward to discussing our proposal further. Please feel free to contact me at (516)870-4548.

Sincerely yours,

√Rustan Lundstrum

Introduction

The Town of Oyster Bay Parks Department is the crown jewel and envy of all surrounding municipalities. Its first-class operations and parks amenities has drawn the praise of residents, athletes and the nonpartisan, nonprofit New York Public Interest Research Group (NYPIRG) who rated the Town of Oyster Bay the best Parks in the State of New York. From outstanding athletic fields, playgrounds, courts, beaches and one of the premier golf courses on Long Island, the Town of Oyster Bay Parks System has it all.

Today in the age of COVID, we have all witnessed the increase in use of our parks and outdoor recreational facilities. People have looked to the outdoors to walk, ride a bike, throw a ball, or meet their friends. It is with all the above that leads Oyster Bay Restaurant Group Inc in submitting our proposal. Oyster Bay Restaurant Group is committed to assisting the Town's Elected Officials, the Commissioner of Parks, and the Parks Department to continue to attract residents of the Town of Oyster to play and utilize these outstanding parks more regularly.

In submitting this proposal, you will find Oyster Bay Restaurant Group has not only agreed to operate under the terms provided but after evaluating the former operations and requirements and in utilizing our years of experience we believe we will offer more for the residents of the town with a new improved method of delivery and increased variety of food and beverage items.

A few specific changes include increase in operating hours, the use of outdoor concession equipment, onsite beach servicing, cashless ordering and other easy to access options to be discussed in the proposal. Oyster Bay Restaurant Group Inc is a proven customer driven business. The more availability, friendliness and customer service is not only our focus but our everyday way of life.

Key Personnel

Rick Ritacco, General Manager of Concessions

Rick is a twenty-year resident of Oyster Bay. He was attracted to the area by the waterfront, and along with his family, are frequent visitors to Theodore Roosevelt Park. He is excited to hear about the prospect of updating the run-down concessions for the warm weather season at the park.

Having operated his own food service businesses, he has always believed that it is important to connect with the local community. His list of service in local communities includes, Chambers of Commerce, Business Improvement District Board Member, Past President of Kiwanis, among other organizations both civic and charitable. He is a current Executive Member of the Board of Directors for Life's WORC, which provides services to facilitate an independent and productive life experience for individuals with developmental disabilities, including intellectual disabilities and autism on Long Island.

Professionally he has owned and operated both full service and take out restaurants for over 30 years. Rick has worked alongside Rustan Lundstrum as a manager at Cooper Bluff the past two seasons. Rick has proven to be a responsible businessman, fulfilling in a highly professional manner.

Marel Tosta, Executive Chef

Chef Marel has been working as a chef for over 30 years in various restaurants including Legends Bar and Grill, Old Trading Post, Café Jalisco and currently The Coach Meeting House. He has a background in both fine dining and quick casual concession operations.

Chef Marel has been a Town of Oyster Bay resident for 30 years, happily married with 2 children. He has spent time at the waterfront and other local parks and is excited and hopeful to serve the community and help improve the parks and beaches his family frequents.

Bob Liebold, Head of Special Events, Pastry and Catering Operations

Bob Leibold is a longtime Town of Oyster Resident who operated Gooseberry Grove Ice Cream in the hamlet of Oyster Bay for over 10 years. Bob, his wife and daughter all frequent the TOB parks and would love to be a part of improving the concessions.

Bob is an expert ice cream maker currently running a thriving wholesale and delivery business. Bob has also been involved in concessions for large events like The Oyster Fest and Mill Neck Apple Festival. His background and expertise in providing fun experiences for families will help the concessions tremendously.

Rustan Lundstrum, Operator

Rustan Lundstrum is a third-generation restaurateur whose family has been in the food service business over 80 years. Rustan has been working in food service since he was 13 years old. He currently owns and operates two businesses that thrived during Covid-19, The Coach Meeting House, and Cooper Bluff. He has recently been profiled for his ability to adapt to the challenging times on Fox Business News, Newsday, Market Watch, Long Island Herald, ABC News and more.

Rustan, 39 years old, is a lifelong TOB resident who lives in Bayville with his wife and two daughters. They are expecting a baby boy in the Fall. Rustan visits Teddy Roosevelt Park with his family at least 3 times a week to use the playground and would love to have it realize its full potential.

Rustan is the current Chairman of the Cerebral Palsy of Nassau Polar Plunge that takes place at TR Park and has served on the committee for the past ten years. Rustan has operated the food concession stand for Hermansky Pudlak Syndrome Network at Oyster Fest for the past ten years and donated 100% of profits to HPS Network. Rustan serves on the board of the Oyster Bay Chamber of Commerce and was named Oyster Bay Businessperson of the Year in 2019. Cooper Bluff and Coach Meeting House have sponsored countless local sports teams, donated gift cards and money to any local charity or cause that asks for support and he is known in the local community for his willingness to give back. Rustan has done a tremendous job of showcasing the Oyster Bay waterfront at Cooper Bluff making him the best option to improve the beach concession options at TR Park.

Financial Detail of All Principals

CHASEO

03/31/2021

To whom it may Concern:

This letter is to certify that The Coach Meeting House Inc. And Rustan Lundstrum maintain a very strong relationship at Chase Bank. All of the accounts and relationships are in more than good standing. Please do not hesitate to reach to me for any references or questions.

Thank you,

Chris Mahaffy

Branch Manager

Chase Bank, East Morwich

Organizational Chart - Operation Plan

a. Professional Staff

Rustan Lundstrum, Owner - Operator Rick Ritacco, General Manager of Concessions

b. Existing Equipment to be Utilized

As we are approaching the start of the season rather quickly a site visit to each location was conducted and we plan to utilize the existing equipment at each location that is operational for use.

c. Additional Equipment Owned and Available for Use

- 2 Cotton Candy Machines
- 4 Popcorn Machines
- 3 Percolators for Hot beverages for ice rink
- 10 Large Industrial Frozen drink machines
- 3 Snow Cone Machines
- Cooper and Coach Food Truck can be utilized for special events
- 5 Portable Propane Fryers
- 3 Large Propane Grills
- 10 Assorted Inflatable Bounce Houses and Slides

d. **COVID 19 Enhancements**

As the safety and well being of both our customers and staff is of highest regard we will implement several improvements at all facilities to include but not be limited to the following:

- Contactless Experiences through online ordering, QRC (paperless menus)
- Payments via Venmo or online transactions (cashless payments)
- Use of CDC Products for cleaning all items, counters etc
- Hand Sanitizer Available upon Entry
- Proper Signage
- Enter and Exit Only Doorways where feasible

e. Hours of Operation

The biggest change we are proposing from previous contractors you find are the hours of operation. Too often Town Residents would be denied access to the food as the concession stands were not open. It is imperative to provide not only operating vending machines, but a concession stand with greater amenities. Food Trucks, Ice Cream Trucks will be available at all locations and upon the request of the Town of Oyster Bay Parks Department for special events throughout the term of the contract twelve months of the year.

FACILITY	HOURS OF OPERATION
Marjorie Post Park	Summer Pool Season and Winter Ice Rink
	June - September and November - March and as
	requested for any special events or requests by
	the Town of Oyster Bay Parks Department
Bethpage Ice Skating Center	January - December during public session, games,
	special events and as directed and requested by
	Town Of Oyster Bay Parks
Bethpage Community Park Pool	Summer Pool Season
Syosset Community Park	Summer Pool Season and Winter Ice Rink
	June - September and November - March and as
	requested for any special events or requests by
	the Town of Oyster Bay Parks Department
Plainview Community Park	Summer Pool Season and as requested by Town
	of Oyster Bay Parks Department
Roosevelt Memorial Park	May - September and special events sponsored by
	the Town of Oyster Bay
Stehli Beach	Mobile Concession and Vending Machines Only
Centre Island Beach	Mobile Concession and Vending Machines Only

f. Staff

As stated previously having a pleasant experience and having a customer friendly customer first, policy is imperative in our operation., Oyster Bay Restaurant Group agrees to operate the various facilities with adequate staff and supervision.

g. Business History / Similar Operations

Our team collectively has operated several restaurants, ice cream trucks and concession stands for over 30 years

Oyster Bay Restaurant Group agrees to be responsible for the daily maintenance and up-keep of our facilities including the use of all CDC approved cleaning products..

Oyster Bay Restaurant Group agrees to maintain all service contracts necessary to maintain, prepare, service or otherwise ensure that all equipment required to operate concession stands, equipment, vending machines, mobile concessions, credit card machines etc., are always in service. Service contracts should include all emergency repair provisions required on holidays, weekends, or evenings. Copies of said contracts will be made available to the Commissioner of Parks. At all times, the facility can be accessed by Town Personnel for review.

h. Sample Menu

Available at each Park that has cooking facilities. All items will be priced under \$5 so it is affordable for families. Every location will have artisanal Ice Cream provided by Gooseberry Grove. High end but affordable. We will also use the Gooseberry Grove Ice Cream Truck.

- Chicken Nuggets \$4.99
- Crispy Fries \$3.99, Add Cheese 1
- Zucchini Fries \$4.99
- Deep Fried Jersey Style Ripper Hot Dog \$4.99
- Chips + Salsa \$4.99

TR PARK- Taco Beach Shack Menu

Snacks:

- Chips and Salsa \$5.00
- Chips and Guacamole \$8.00
- Gazpacho \$7.00
- Chips and Queso Blanco \$7.00
- Guacamole and Carrot Sticks \$7.00

- Jumbo Pretzels \$4.99
- Popcorn \$3.99
- Churros \$4.99
- Sandwich of the Day \$4.99
- Various bags of chips and snacks m/p

Tacos:

- Chicken Tinga \$5.00
- Mushroom and Cheese \$4.50
- Monterey and Cotija \$4.00
- Crispy Fish Taco \$5.00
- Local Oyster Taco \$5.00
- Roasted Pork & Pineapple \$5.00

i. Other Items to be Offered

Oyster Bay Restaurant Group will offer for sale or rental at all locations beach towels, umbrellas, beach chairs (TR Park only) swimming attire, swim accessories, sun screen, beach friendly games, (corn hole, ladder ball, etc)

j. Fees:

All fees charged to patrons under the terms of this agreement are subject to the approval of the Commissioner of Parks.

k. Marketing and Promotion

Oyster Bay Restaurant Group agrees in any materials, promotions, TV, etc. must be cobranded with the Town Seal of Town of Oyster Bay and must seek approval of the Commissioner of Parks prior to release.

L Performance Bond

Oyster Bay Restaurant Group agrees to supply a one year bond equal to one year of our proposed fee.

m. Utilities

Oyster Bay Restaurant Group will be responsible for fuel for cooking and the installation and cost of monthly service for the telephone.

Proposed License Fee to the Town

- a. <u>Years 1-5</u>: \$60,000.00 per year with a \$5000.00 per year credit allotment for aesthetics improvements as approved by the Commissioner of Parks.
- b. Only the credit approved by the Commissioner of Parks will be credited towards the \$60,000.00 yearly License Fee.

<u>Insurance</u>

Oyster Bay Restaurant Group agrees to supply all required insurances listed in the RFP upon notice to award or when directed by the Town of Oyster Bay Commissioner of Parks. Insurance includes but not limited to Workers Compensation, Comprehensive General Liability Insurance (\$1,000,000.00 Personal Injury & Property Damage per occurrence).

Upon request at all times of the Commissioner of Parks Insurance will be provided listing the Town as Additional Insured.

PROPOSED AESTHETIC IMPROVEMENT SCHEDULE

FACILITY

These improvements will vary based on the condition of the facility. In taking our visits of each location the following improvements will be considered upon approval. In addition any such recommendations of the Town of Oyster Bay Parks Department will be given top priority

New Canopies on those concessions areas where applicable and needed. Additional tables, umbrellas shade areas where applicable and approved. Painting and plantings of walls, and seating areas. The introduction of other amenities for the public to coincide with COVID 19 recommendations. We want the public to be safe and comfortable in our concession environment.

Theodore Roosevelt Park - BOX POP CONCESSION:

Goal: To improve the local concessions and improve the value of the parks to our local residents by utilizing the best waterfront in Long Island. The families that the concessions would attract would make the park a safer and more appealing place to visit.

Concept: Fast casual walk up taco and frozen margarita bar catering to families enjoying the beach and park. The concept is a fun casual place that is affordable for everyone and appealing to every age group.

Other Ideas/ Improvements: Update and improve the volley ball courts and attempt to sponsor a weeknight volley ball league to attract millennials and establish Oyster Bay as a fun place to settle down and one day raise a family.

Get involved with local youth sports and set up discounts/sponsorships to help community and get families to visit park after games.

Create on Oyster Bay lifestyle/vibe that people gravitate towards and makes them want to live here. With people leaving the city and looking to the suburbs it is more important than ever that Oyster bay be perceived as cool and hip.

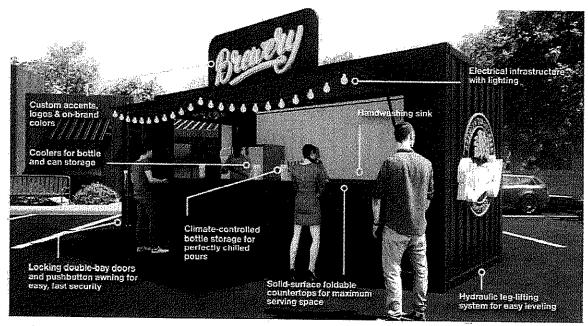
PROPOSED CAPITAL IMPROVEMENT SCHEDULE

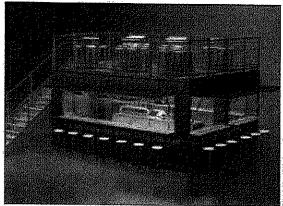
Theodore Roosevelt Park Improvements

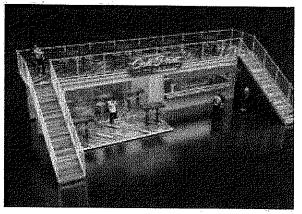
Purchase and Installation of POP Box Concession

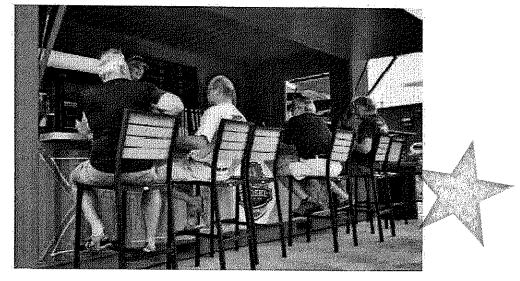
\$80,000.00

SPECIFICATIONS OF VARIOUS POP BOX CONCESSIONS









TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO

: MEMORANDUM DOCKET

FROM

: JOSEPH G. PINTO, COMMISSIONER OF PARKS

DATE

: APRIL 2, 2021

SUBJECT

: FOOD AND BEVERAGE SERVICES AT VARIOUS PARKS

FACILITIES - RFP CONTRACT AWARD

The Department of Parks will submit a formal request to authorize a contract for Food and Beverage Services at Various Parks Facilities in a supplemental memorandum. Therefore, we recommend and request that a space be reserved at the next Town Board meeting to be held on April 20, 2021.

JOSEPH G. PINTO

COMMISSIONER OF PARKS

JGP/kc



WHEREAS, Eric Tuman, Commissioner, Department of General Services, by memoranda dated April 5, 2021 and April 12, 2021, requested that the Town Board, authorize the Town to enter into a license agreement with ProPhase Diagnostics NY, Inc., 711 Stewart Avenue, New York 11530, to utilize a portion of the TOWN's William P. Bennett Hicksville Community Center, to conduct COVID-19 testing, as requested by the TOWN, without fee or cost, to TOWN employees and their family members, and with no license fee charged to ProPhase Diagnostics NY, Inc. in consideration thereof, for a year term from April 20, 2021 through and including April 20, 2022, with four (4) two (2) year renewals, at the Town's sole option,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Town is authorized to enter into a license agreement to be signed by the Supervisor, or his designee, with Prophase Diagnostics NY, Inc., located at 711 Stewart Avenue, New York 11530, for the use of a portion of the TOWN's William P. Bennett Hicksville Community Center, to conduct COVID-19 testing, as requested by the TOWN, without fee or cost, to TOWN employees and their family members, and with no license fee charged to ProPhase Diagnostics NY, Inc. in consideration thereof, for the one year term from April 20, 2021 through and including April 20, 2022, with four (4) two (2) year renewals, at the Town's sole option.

#

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

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

Reviewed By Office of Town Attorney

Town of Oyster Bay Inter-Departmental Memo

To:

MEMORANDUM DOCKET

From:

ERIC TUMAN, COMMISSIONER

GENERAL SERVICES DEPARTMENT

Date:

APRIL 12, 2021

Subject:

RFP PROCUREMENT FOR COVID-19 TESTING CENTER,

SOLICITATION NO. 001-2021

SUPPLEMENTAL MEMO TO ITEM NO. 5 OF M.D. 04/06/2021

Pursuant to the Town of Oyster Bay Procurement Policy, the General Services Department has issued a Request for Proposals (RFP) for the establishment of a COVID-19 Testing Center. The contemplated term of this engagement is a one (1) year period with four (4) extensions at the Town's option, each extension being one (1) year in length. The RFP was advertised in Newsday March 8, 2021 and posted on the Town's website.

Seven (7) responses were received by the March 25, 2021 response date. In compliance with guidelines 6 and 9 of the current Procurement Policy, an RFP Review Committee comprised of four (4) employees evaluated the responses. Based upon its review, the Committee determined that two (2) of the responses were non-responsive to the terms of the RFP. The remaining five (5) proposals were then ranked in accordance with the provisions of the Procurement Policy.

Following the review, the Committee recommended that the RFP be awarded to ProPhase Diagnostics NY, Inc., 711 Stewart Avenue, Garden City, NY 11530. I have reviewed the Committee's findings, and concur with their recommendation. Further, the Inspector General has reviewed the company's disclosure questionnaire, and is satisfied that the Procurement Policy has been satisfied.

Accordingly, I respectfully request that the Town Board approve an award of the RFP to ProPhase Diagnostics NY, Inc., 711 Stewart Avenue, Garden City, NY 11530, and authorize the Supervisor, or his designee, to execute an agreement with ProPhase Diagnostics NY, Inc., in the form annexed.

Eric Tuman, Commissioner General Services Department

ET/sc Attachments

LICENSE AGREEMENT

DATED:	April	, 2021
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PARTIES: TOWN OF OYSTER BAY, a municipal corporation of the State of

New York, having its principal office at Town Hall, 54 Audrey Avenue, Oyster Bay, New York 11771, and hereinafter referred to as the "TOWN", acting for and on behalf of the DEPARTMENT OF GENERAL SERVICES, and hereinafter referred to as the

"DEPARTMENT";

PROPHASE DIAGNOSTICS NY, INC, a New York corporation, located at 711 Stewart Avenue, Garden City, New York 11530, and hereinafter referred to as the "PROPHASE".

WITNESSETH:

WHEREAS, it is the general intent and purpose of this Agreement for PROPHASE to utilize a portion of the TOWN's William P. Bennett Hicksville Community Center (the "FACILITY"), to conduct COVID-19 testing, as requested by the TOWN, without fee or cost, to TOWN employees and their family members, and

WHEREAS, the Town Board deems it in the best interest of the TOWN to enter into an agreement with PROPHASE, with no license fee charged to PROPHASE in consideration of the above,

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The TOWN hereby grants a license to PROPHASE to occupy and use the premises allocated to it on the main floor of the FACILITY, located at 26 Carl Street, Hicksville, New York 11801, for no other purposes than intended, hereinafter referred to as the "AREA."

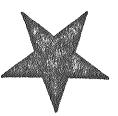


PURPOSE

2. The space allocated to PROPHASE pursuant to this Agreement shall be used as a COVID-19 testing center for TOWN employees and their family members, and for no purpose other than this stated purpose. PROPHASE may operate its COVID-19 testing at the FACILITY, generally April 20, 2021 through April 20, 2022. Under no circumstances shall PROPHASE's testing work interfere with any scheduled events or other functions of the TOWN at the FACILITY. PROPHASE shall coordinate all testing work with the TOWN to avoid such interference.

MAINTENANCE AND IMPROVEMENTS

- 3. a. Any improvements or alterations to the building will require written approval of the TOWN and will become the property of the TOWN once constructed or implemented.
- b. Improvements, alterations, use and occupancy must comply with all state, federal and local laws and regulations and are subject to review by the DEPARTMENT.
- c. The TOWN shall be responsible for repairs and replacement of major mechanical systems to include HVAC, water heaters, electrical systems, plumbing systems, and structural elements of the building as required.
 - d. PROPHASE shall be responsible for the cleaning of the AREA.
- e. The TOWN shall be responsible for all utility charges at the FACILITY, except for telephone, cable and internet service.
- f. PROPHASE shall pay for its own telephone, cable and internet service used in the conduct of its business.



SCHEDULING

4. PROPHASE may use the main floor community room located at the FACILITY the days and hours (the "Operating Hours") determined by the Commissioner of the DEPARTMENT. Additional use of the community room(s) is subject to availability. All requests for said use shall be made to the Commissioner of the DEPARTMENT.

LICENSES AND PERMITS

- PROPHASE agrees to procure, at its own cost and expense, all permits or licenses necessary for the operation of any of its programs described above pursuant to this Agreement.
- 6. PROPHASE assumes all risk in the operation of any of its programs described above and agrees to comply with all federal, state and local regulations, and all rules, regulations and ordinances of the TOWN, as well as rules and regulations of the DEPARTMENT.

POSSESSION

7. It is expressly understood and agreed that no building space or equipment is leased to PROPHASE. During the term of this Agreement, PROPHASE shall have use of the AREA as described hereinabove as designated by the DEPARTMENT.

TITLE TO EQUIPMENT

8. Title to all equipment provided by PROPHASE shall remain with, and such equipment shall be removed by PROPHASE at the termination of this Agreement. Should any property remain in the premises after such expiration or termination, the TOWN shall notify PROPHASE to remove such property with ten (10) days from the date



of such writing, and if PROPHASE should fail to remove such property, the TOWN may deal with such as though same had been abandoned, and charge all cost and expenses incurred in the removal thereof to PROPHASE. PROPHASE's obligation to observe and perform all the terms, covenants, and conditions of this Agreement shall survive the expiration or other termination thereof. If PROPHASE's equipment is removed, PROPHASE shall return all premises to their original condition to the satisfaction of the TOWN.

BAILMENT

9. PROPHASE shall agree to be responsible for loss or damage to property turned over to it by its patrons, if damage or loss occurs by reason of the fault or negligence of PROPHASE, its patrons, employees or agents.

WAIVER OF CLAIMS

or damage sustained by reason of any defect, deficiency or impairment of the water supply systems, drainage systems, gas mains, electrical apparatus or wires furnished for the premises, except to the extent such loss or damage was caused in whole or in part by the negligence of the TOWN, or by reason of any loss of any gas supplies, water supplies, heat or current which may occur from time to time from any cause, or for any loss or damage resulting from fire, water, tornado, civil commotion or riot, or any other reasons whatsoever. PROPHASE releases and discharges the TOWN and its agents from any and all demands, claims, actions and causes of action arising from any of the causes aforesaid, except to whatever extent such loss or damage was caused in whole or in part by the TOWN's own negligence. PROPHASE further waives any and all claims for

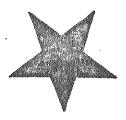


compensation, refund of its investment, if any, or any other payments whatsoever in the event this Agreement is terminated by the TOWN sooner than the fixed term, except to the extent set forth below.

INSURANCE AND WORKER'S COMPENSATION

- 11. a. PROPHASE agrees to obtain from an insurance company, authorized to do business in the State of New York and keep in force during the term of this contract, a policy of comprehensive general liability and products liability insurance on which PROPHASE and the TOWN are each named insured, including, but not limited to, the torts and negligence of PROPHASE's personnel, with a policy providing \$1,000,000.00 per occurrence/\$2,000,000.00 in the aggregate; and
- b. PROPHASE shall comply with all provisions of the Workers' Compensation

 Law, and shall furnish a certificate showing evidence of current coverage upon request; and
- c. All insurance coverage as stipulated herein shall be subject to the approval of the Town Attorney of the TOWN; and
- d. Such policies shall be issued in the name PROPHASE, with the TOWN being named as an additional insured. Copies of the aforementioned insurance, and an endorsement from the insurance company evidencing the TOWN's additional insured status, must be filed with the TOWN. No such insurance policy shall be cancelled without thirty (30) days prior written notice to the TOWN. The failure of PROPHASE to maintain such insurance policies, and to furnish such policies and/or certificates, may automatically terminate this Agreement. All such insurance shall be kept in full force and effect during the term of this Agreement and any renewals or extensions thereof.



INDEMNIFICATION

- 12. a. PROPHASE shall be responsible for and shall indemnify and hold harmless the TOWN, its officers, employees and agents from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorney's fees and disbursement) and damages, arising out of or in connection with any of PROPHASE's negligent acts or omissions.
- b. The TOWN shall be responsible for and shall indemnify and hold harmless PROPHASE, its officers, employees and agents from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorney's fees and disbursement) and damages, arising out of or in connection with any of the TOWN's negligent acts or omissions.
- c. The indemnity and hold harmless provisions herein shall survive the termination of this Agreement and be of full force and effect notwithstanding any lapse in insurance coverage required herein.

TERMINATION OF AGREEMENT

13. a. Termination Without Cause.

This Agreement may be cancelled at any time by either party giving to the other not less than ninety (90) days written notice that on or after a date certain, the Agreement shall be deemed terminated and cancelled.

b. Termination With Cause.

Subject to the dispute resolution procedures set forth below, the TOWN has the right to terminate the Agreement if:

 i. PROPHASE, after written notice from the Commissioner of the DEPARTMENT, does not furnish adequate skilled personnel or proper materials;



- ii. PROPHASE fails to fulfill its obligations, or any part thereof, with diligence;
- iii. PROPHASE does not comply with all laws, ordinances, rules, or provisions governing this Agreement, or the instructions of the Commissioner of the DEPARTMENT, or is otherwise in violation of any provisions of the Agreement; or
- iv. PROPHASE is in violation of any law, rule, regulation or judicial Order, which unreasonably affects the faithful performance of this Agreement;
 - v The AREA is sublet by PROPHASE except as otherwise permitted herein;
- vi. The Agreement or any claim under it is assigned by PROPHASE without the approval of the TOWN.

In the event PROPHASE breaches this Agreement for any of the reasons set forth in "i" through "vi" above, the TOWN shall give written notice of said breach to PROPHASE at the address first written above. PROPHASE shall then have thirty (30) days within which to cure said breach, in which case the Agreement shall continue to remain in effect. If, after such period, PROPHASE has failed to cure or has not commenced to cure said breach with reasonable diligence, the TOWN may seek to terminate this Agreement and remove PROPHASE from the FACILITY through an action brought in a court of competent jurisdiction. The respective rights and obligations of the parties shall be determined in accordance with the ruling of the court, and/or any appeals therefrom.

NOTICES

14. Notices required under this Agreement shall be made in writing and sent to the following addresses:



To PROPHASE:

Prophase Diagnostics NY Inc.

711 Stewart Avenue

Garden City, New York 11530

To the TOWN:

Commissioner of General Services, Town of Oyster Bay

Town Hall North 74 Audrey Avenue

Oyster Bay, New York 11771

With Copies to:

Oyster Bay Town Clerk

54 Audrey Avenue

Oyster Bay, New York 11771

And:

Oyster Bay Town Attorney

54 Audrey Avenue

Oyster Bay, New York 11771

MODIFICATION

15. This Agreement may be modified from time to time by agreement, in writing, duly executed by the TOWN and PROPHASE, but no modification of this Agreement shall be effected until the same has been agreed to in writing, and duly executed by the TOWN supervisor or his designee, and approved by the Town Board

TRANSFER OR ASSIGNMENT

16. PROPHASE shall not sell, mortgage, or parcel out this Agreement, or any interest herein, or consent, allow or permit any other person or party to use any part of the premises, buildings, or space except as provided by this Agreement, nor shall this Agreement be transferred by operation of law; it being the purpose and spirit of the instrument to be issued to grant the Agreement and privilege solely to PROPHASE

LICENSEE

17. PROPHASE agrees that it is, and shall at all times be deemed to be, a licensee, and it shall not, in any manner whatsoever, by its actions or deeds, commit the TOWN



to any obligation irrespective of the nature thereof, and it shall not, at any time or for any purpose, be deemed an employee of the TOWN. It is further understood and agreed that no agent, servant or employee of PROPHASE shall, at any time, or under any circumstances, be deemed to be an agent, servant or employee of TOWN.

LOSS OF BUSINESS

18. No damages, compensation or claim shall be payable by the TOWN for inconvenience, loss of business or annoyance arising from any repair or restoration of any portion of the FACILITY. The TOWN shall use reasonable efforts to effect such repair or restoration promptly and in such manner as not reasonable to interfere with PROPHASE's use and occupancy.

TERM

19. Unless sooner terminated or extended as herein provided, the terms of this Agreement shall consist of one (1) one-year period, from April 20, 2021 through and including April 20, 2022, with four (4) separate one-year renewals, at the sole option of the TOWN.

PAYMENT

20. There shall be no license fee to be paid by PROPHASE, in consideration of the above administration of COVID-19 testing to TOWN employees and their family members.

(Remainder of Page Left Blank)



IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers or signatories on the dates opposite their signatures below.

	TOWN OF OYSTER BAY
Date:	
	By:Supervisor
	Witnessed by:
Date:	PROPHASE DIAGNOSTICS NY INC.
	By:
•	Witnessed by:
Reviewed by: DEPUTY TOWN ATTORNEY	

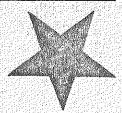
TOWN OF OYSTER BAY

and

PROPHASE DIAGNOSTICS NY, INC.

LICENSE AGREEMENT

OFFICE OF THE TOWN ATTORNEY
TOWN OF OYSTER BAY
Town Hall - Audrey Avenue
Oyster Bay, N.Y. 11771
(516) 624-6150



Town of Oyster Bay Inter-Departmental Memo

To:

MEMORANDUM DOCKET

From:

ERIC TUMAN, COMMISSINER

GENERAL SERVICES DEPARTMENT

Date:

APRIL 5, 2021

Subject:

AWARD OF: RFP No. 001-2021, COVID-19 TESTING CENTER

Supplemental Memo to Follow

Please be advised that a formal recommendation for the award of RFP No. 001-2021, COVID-19 Testing Center will be provided in a supplemental memorandum to the Docket Committee at the next meeting.

Therefore, we recommend and request that a space be reserved at the next Town Board meeting on April 20, 2021 for the award of RFP No. 001-2021, COVID-19 Testing Center.

Eric Tuman, Commissioner General Services Department

ET/sc

cc: Comptrollers/Accounts Payable



FALF
Reviewed By
Office of Town Attorney

WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated April 12, 2021, informed the Town Board that Resolution Number 388-2015, adopted July 7, 2015, authorized the Supervisor or his designee to execute paperwork in connection with the Town's pursuit and acceptance of a \$50,000 NY State and Municipal (SAM) Facilities Program grant through the Dormitory Authority of the State of New York ("DASNY"), to be applied to "roof repairs and interior renovations" at the Raynham Hall Museum Education Center, located at 30 West Main Street, Oyster Bay, NY; and

WHEREAS, Commissioner Sammartano, by said memorandum, further informed the Town Board that subsequent to the adoption of Resolution 388-2015, a separate and additional SAM grant for \$125,000 had been awarded to the Town for the purpose of "Exterior Renovations to the Raynham Hall Museum Education Center"; and

WHEREAS, the Department of Intergovernmental Affairs, The Friends of Raynham Hall, Inc. and DASNY mutually agreed in principle that the most advantageous approach in utilizing the two separate SAM grants towards improvements at Raynham Hall Museum Education Center would be to fund the proposed roof work under the larger \$125,000 SAM grant and propose a Scope of Work revision for the \$50,000 SAM grant which includes the installation of copper gutters/leaders and the installation of fencing and painting at the Education Center; and

WHEREAS, Commissioner Sammartano, by said memorandum, further advises that the Scope of Work revision for the \$50,000 SAM grant requires DASNY permission and approval in order to apply the \$50,000 SAM grant towards the installation of copper gutters/leaders and the installation of fencing and painting at the Education Center,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and the Supervisor, his designee, and/or Colin Bell, Deputy Commissioner of the Department of Intergovernmental Affairs, be authorized to execute any and all documentation in connection with the request for the above Scope of Work revision of the \$50,000 SAM grant.

#_

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

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

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

TO:

MEMORANDUM DOCKET

FROM:

FRANK V. SAMMARTANO, COMMISSIONER

INTERGOVERNMENTAL AFFAIRS

DATE:

APRIL 12, 2021

SUBJECT:

SUPPLEMENTAL MEMORANDUM TO MD 4/6/21; ITEM # 8

STATE AND MUNICIPAL FACILITIES PROGRAM: SCOPE OF WORK REVISION

RAYNHAM HALL EDUCATION CENTER GRANT

Resolution Number 388-2015, adopted during the Town Board meeting of July 7, 2015 authorized the Supervisor and his designee to execute paperwork in connection with the Town's pursuit and acceptance of a \$50,000 NY State and Municipal (SAM) Facilities Program grant to be applied to 'roof repairs and interior renovations' at the Raynham Hall Museum Education Center located at 30 West Main Street, Oyster Bay, NY. These grant funds are made available through the Dormitory Authority of the State of New York (DASNY).

Subsequent to the adoption of Resolution 388-2015, a separate and additional DASNY SAM grant for \$125,000 has been awarded to the Town for the purpose of 'Exterior Renovations to the Raynham Hall Museum Education Center'. Discussions among the Department of Intergovernmental Affairs, The Friends of Raynham Hall, Inc. and DASNY have agreed the most advantageous approach to utilizing two separate SAM grants towards improvements at Raynham Hall Museum Education Center would be to fund the proposed roof work under the larger \$125,000 SAM grant and pursue a Scope of Work revision for the \$50,000 DASNY SAM grant. This revision would allow this grant to be applied towards otherwise unmet needs at the Education Center. As such, the Department of Intergovernmental Affairs and The Friends of Raynham Hall, Inc. collaborated on the revision to the Scope of Work requesting DASNY permission to apply the \$50,000 SAM grant towards the installation of copper gutters/leaders and the installation of fencing and painting at the Education Center. There are no proposed changes to the \$125,000 DASNY SAM grant.

In March, 2021 the Town received correspondence from DASNY indicating that the request for a Scope of Work revision in connection with the \$50,000 SAM grant is approved contingent upon the execution of a new Project Certification form and submission of supporting documents in connection with the newly proposed Scope of Work. It is therefore, respectfully requested, that a Town Board Resolution be adopted authorizing the Supervisor, his authorized designee, and/or Colin Bell as an additional authorized designee to execute documents in connection with the above detailed Scope of Work revision request; and any additional documents in connection with the pursuit and administration of the \$50,000 State and Municipal Facilities Program grant in question.

Frank V. Sammartano

Commissioner

By Colin Bell

Calin.

Meeting of July 7, 2015

Resolution No. 388-2015

WHEREAS, the Department of Intergovernmental Affairs has received notification that the Town of Oyster Bay is eligible to apply for State funding through the State and Municipal Facilities Program (SAM) for renovations to the Raynham Hall Museum Education Center, in the amount of \$50,000.00, which will be administered by the Dormitory Authority of the State of New York (DASNY), and requires no financial contribution by the Town; and

WHEREAS, Frank Sammartano, Deputy Commissioner of the Department of Intergovernmental Affairs, and Colin Bell, Intergovernmental Affairs, by memorandum dated June 22, 2015, request Town Board authorization for Colin Bell, Intergovernmental Affairs, to execute a Project Information Sheet, in connection with funding for the costs associated with roof repairs and interior renovations at the Raynham Hall Museum Education Center, located at 30 West Main Street, Oyster Bay, New York 11771, and further request that the Supervisor, and Colin Bell, Intergovernmental Affairs, as the Supervisor's designated appointee, be authorized to sign any and all documents in connection with this Project,

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby accepted and approved, and Colin Bell, Intergovernmental Affairs, is hereby authorized to execute a Project Information Sheet, in connection with an application for State funding, in the amount of \$50,000.00, with no financial contribution by the Town, for the costs associated with roof repairs and interior renovations at the Raynham Hall Museum Education Center, located at 30 West Main Street, Oyster Bay, New York 11771, and the Supervisor, and Colin Bell, Intergovernmental Affairs, as the Supervisor's designated appointee, are hereby authorized to sign any and all documents relating thereto.



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) Intergovernmental Affairs



TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

TO:

MEMORANDUM DOCKET

FROM:

FRANK V. SAMMARTANO, COMMISSIONER

INTERGOVERNMENTAL AFFAIRS

DATE:

APRIL 5, 2021

SUBJECT:

STATE AND MUNICPAL FACILITIES PROGRAM: SCOPE OF WORK REVISION

RAYNHAM HALL EDUCATION CENTER

In connection with the above referenced matter, kindly reserve a space on the Town Board Action Calendar for the meeting of April 20, 2021. Details will follow by supplemental memorandum.

Frank V. Sammartano

Commissioner

By Gun Ball



Reviewed By Office of Town Attorney

RESOLVED, That a public hearing will be held in the Hearing Room, Town Hall North, 54 Audrey Avenue, Oyster Bay, New York on the 4th day of May, 2021, at 7:00 o'clock, p.m. prevailing time on that day, or as soon thereafter as practicable, to consider the application of RED BARN DOG OPS LI. LLC, lessee, and BETHPAGE GROUP LLC, fee owner, for a Special Use Permit to allow for construction and operation of a dog boarding facility within an existing 6,053 square foot, one-story commercial building on premises located in a General Business ("GB") zone, at 4070 Hempstead Turnpike, Bethpage, Town of Oyster Bay, County of Nassau, State of New York and described as Section 49, Block E, Lot 40, on the Land and Tax Map of Nassau County; and be it further

RESOLVED, That if meeting restrictions imposed by New York State Executive Order remain in effect, said meeting may be held by teleconference, and said meeting will be livestreamed on oysterbaytown.com; and be it further

RESOLVED, That the Town Clerk shall publish notice of such hearing in

newspapers of general circulation within the Town of Oyster Bay.

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

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

PUBLIC NOTICE

Reviewed By Office of Town Attorney

NOTICE is hereby given, pursuant to law, that a public hearing will be held by the Town Board of the Town of Oyster Bay, Nassau County, New York, on Tuesday, May 4, 2021, at 7:00 p.m., prevailing time, or as soon thereafter as may be practicable, in the Hearing Room, Town Hall North, East Building, 54 Audrey Avenue, Oyster Bay, New York, for the purpose of considering an application from RED BARN DOG OPS LI. LLC, lessee, and BETHPAGE GROUP LLC, fee owner, for a Special Use Permit to allow for construction and operation of a dog boarding facility within an existing 6,053 square foot, one-story commercial building on premises located in a General Business ("GB") zone, at 4070 Hempstead Turnpike, Bethpage, Town of Oyster Bay, County of Nassau, State of New York and described as Section 49, Block E, Lot 40, on the Land and Tax Map of Nassau County.

If meeting restrictions imposed by New York State Executive Order remain in effect, said meeting may be held by teleconference, and said meeting will be livestreamed on oysterbaytown.com. Comments may be submitted by email to publiccomment@oysterbay-ny.gov, or in writing to Office of the Town Attorney, 54 Audrey Avenue, Oyster Bay, New York 11771,

The abovementioned application is on file and may be viewed daily (except Saturday, Sunday and Holidays) between the hours of 9:00 a.m. and 4:45 p.m., prevailing time, at the Office of the Town Clerk at Oyster Bay and Massapequa. Any person interested in the subject matter of said hearing will be given an opportunity to be heard with reference thereto, at the time and place above designated.

TOWN BOARD OF TOWN OF OYSTER BAY. JOSEPH S. SALADINO, Supervisor. RICHARD LaMARCA, Town Clerk.

Dated: April 20, 2021, Oyster Bay, New York.

Town of Oyster Bay Inter-Departmental Memo

TO : MEMORANDUM DOCKET

FROM : OFFICE OF THE TOWN ATTORNEY

DATE : April 8, 2021

TMS:nb Enclosure

SUBJECT: Red Barn Dog Ops LI, LLC, lessee, and

Bethpage Group LLC, fee owner

Special Use Permit

Premises: 4070 Hempstead Turnpike, Bethpage, New York

Section 49, Block E, Lot 40

It is requested that the Town Board authorize the Town Clerk to advertise a Notice of Hearing, for a Public Hearing to be held on May 4, 2021, in connection with the above referenced matter.

Kindly place this matter on the docket so that the attached Resolution pertaining to this matter can be heard at the April 20, 2021 Town Board meeting.

FRANK M. SCALERA TOWN ATTORNEY

Thomas M. Sabellico

Special Counsel

S:\Attorney\RESOS 2021\MD & RESO\Red Barn MD for Public Hearing TMS.doc



WHEREAS, Frank M. Scalera, Town Attorney, and Matthew M. Rozea, Deputy Town Attorney, by memoranda dated April 6, 2021 and April 8, 2021, advised that pursuant to Resolution 193-2019, adopted on March 22, 2019, the Town Board authorized the Town to enter into an agreement with Tiki Joe's Ocean Breeze LLC ("Tiki Joe's") for the operation of food and beverage services at TOBAY Beach and Marina, for the period of May 1, 2019 through April 30, 2023 with two (2), five (5) year extension options; and

WHEREAS, the Governor of the State of New York issued certain executive orders as a result of COVID-19, which impacted Tiki Joe's ability to fully operate under its license agreement with the Town; and

WHEREAS, due to restrictions imposed by the Governor's COVID-19 Executive Orders, Tiki Joe's was unable to fully operate and now owes the Town the sum of \$68,404.65 for the 2020 season; and

WHEREAS, the Town and Tiki Joe's have come to agreement in principle, wherein Tiki Joe's will pay the Town the sum of \$59,853.94 in full satisfaction of the 2020 season obligation, with payments to be made in accordance with a First Modification to the License Agreement; and

WHEREAS, the Office of the Town Attorney, by the aforementioned memorandum, recommended and requested that the Town Board authorize the Supervisor, or his designee, to execute the First Modification to the License Agreement with Tiki Joe's, with the payments made thereunder to represent full and final satisfaction of Tiki Joe's 2020 season obligation,

NOW, THEREFORE BE IT RESOLVED, That the recommendation and request as hereinabove set forth are hereby accepted and approved, and the Supervisor or his designee is authorized to accept the sum \$59,853.94 from Tiki Joe's as full and final satisfaction of its obligation for the 2020 season, and be it further

RESOLVED, That the Supervisor, or his designee, is authorized to sign the First Modification to the License Agreement with Tiki Joe's in the form annexed to the Office of the Town Attorney's memorandum.

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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:

Aye
Aye

Town of Oyster Bay Inter-Departmental Memo

TO:

Memorandum Docket

FROM

Office of the Town Attorney

DATE

April 8, 2021

SUBJECT:

Tiki Joe's Ocean Breeze LLC COVID-19 Payment Adjustment

Supplemental to MD #32 of the April 6, 2021 Docket

The COVID-19 pandemic affected the ability of many businesses throughout the country to conduct normal operations. With regard to the business community in the Town of Oyster Bay, certain Executive Orders issued by Governor Andrew Cuomo further impacted the hospitality business as a whole, e.g., through forced limits on occupancy.

By Resolution No. 193-2019, adopted on March 22, 2019, the Town Board authorized the Town to enter into an agreement with Tiki Joe's Ocean Breeze LLC ("Tiki Joe's") for the operation of a food and beverage concession service at TOBAY Beach and Marina, for the period of May 1, 2019 through April 30, 2023, with two (2), five (5) year extension options.

Tiki Joe's approached the Town seeking relief in the form of payment adjustments to the amounts due to the Town for the 2020 season. This request was made in light of the Governor's Executive Orders, which significantly interfered with Tiki Joe's business operations.

Tiki Joe's currently owes the sum of \$68,404.65 for the 2020 season. If authorized by the Town Board, the attached proposed First Modification to the License Agreement provides that Tiki Joe's will pay the sum of \$59,853.94 in full satisfaction of its 2020 seasonal obligations. The sum of \$34,202.32 shall be paid upon the execution of the First Modification to the License Agreement. The remaining balance of \$25,651.62 shall be paid in eighteen (18) monthly installment payments of \$1,425.09. Those monthly installment payments shall be made concurrently with and in addition to the monthly amounts due the Town under the existing license agreement, the terms and conditions of which remain unmodified except as set forth in the First Modification to the License Agreement.

A proposed resolution regarding the foregoing matters is attached to this memorandum. This Office requests and recommends that the Town Board authorize the Supervisor, or his designee, to execute the First Modification to the License Agreement with Tiki Joe's.

FRANK M. SCALERA TOWN ATTORNEY

Ву;

Matthew M. Rozea
Deputy Town Attorney

MMR:mmr Attachments

S:\Attorney\RESOS 2021\MD & RESO\Tiki Joes Modified Agreement Final CGM.docx

FIRST WEDDIFTGATION TO THE LICENSE AGREEMENT DATED MAY 7, 2019

DATED;	 2021

PARTIES:

TOWN OF OYSTER BAY, a municipal corporation of the State of New York, having its principal office at Town Hall, 54 Audrey Avenue, Oyster Bay, New York 11771 (the "Town");

-and-

TIKI JOE'S OCEAN BREEZE LLC, an affiliate of J&B RESTAURANT PARTNERS TOP FLIGHT FOODSLLC., having its principal place of business at 4250 Veteraus Highway, list floor, Suite 1070, West Holbrook, New York 11741 (the "CONCESSIONAIRE").

WITNESSATH:

WHEREAS, the TOWN and CONCESSIONAIRE entered into a License Agreement dated May 7, 2019 for a period of five years, with two (2), five (5) year extension options (the "License Agreement"); and

WHEREAS, the Governor of the State of New York issued certain Executive Orders in response to the COVID-19 pandemic, which impacted the CONCESSIONAIRE's ability to operate under the License Agreement; and

WHEREAS, due to the COVID-19 Executive Orders, the CONCESSIONAIRE's operations were restricted, resulting in arrears to the TOWN in the amount of \$68,404.65 for the 2020 season; and

WHEREAS, the CONCESSIONAIRE sought a COVID-19 adjustment of the payment provisions of the License Agreement,

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

CONCESSION FEES

- The CONCESSIONAIRE acknowledges that it is currently in arrears to the TOWN in the amount of \$68,404.65 for the 2020 season. The TOWN agrees to adjust the balance due for the 2020 season, only, to the sum of \$59,853.94.
- 2. With respect to the CONCESSIONAIRE's 2020 season obligations, Paragraph 43(a) of the License Agreement is modified as follows:
 - a. The CONCESSIONAIRE shall pay the TOWN, upon execution of this
 First Modification to the License Agreement, the sam \$34,202.32
 - b. The CONCESSIONAIRE shall pay the remaining balance of \$25,651.62 in eighteen (18) equal installment payments of \$1,425.09, said sum to be paid concurrently and in addition to the scheduled monthly installment payments due under the License Agreement.
- 3. The CONCESSIONAIRE's failure to make payment as provided herein shall be, and will be deemed to be, a material breach of and default under the License Agreement. In such case, the CONCESSIONAIRE waives any right to a cure period as provided in Paragraph 34 of the License Agreement and the TOWN shall have the immediate right to terminate the LICENSE AGREEMENT for cause with no sums payable to the CONCESSIONAIRE.

MODIFICATION.

4. All other provisions of the License Agreement, which are not modified by this First Modification to the License Agreement, shall remain unmodified and in full force and effect.

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

IN WITNESS WHEREOF, the parties hereto have signed this First Modification to the License Agreement the day and year first above written.

TOWN OF OYSTER BAY

Town Supervisor

J&B RESTAURANT PARTNERS TOP FLIGHT FOODS LLC.

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REVIEWED and APPROVED AS TO FORM:

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VERIFICATION FIRST MODIFICATION TO THE LICENSE AGREEMENT WITH TIKI JOE'S OCEAN BREEZE, LLC

Town of Oyster Bay Verification	
STATE OF NEW YORK)	
) ss.: COUNTY OF NASSAU)	
On theday of, 2021in the year, before me,	the undersigned
notary public, personally appeared, personally k	mown to me or
proved to me on the basis of satisfactory evidence to be the individual whose nar	
to the First Modification to the License Agreement and acknowledged to me that	
same in his capacity, and that by his signature on the instrument, the individual, or	
behalf of which the individual acted, executed the instrument.	
Notary Public	A
Tiki Joe's Ocean Breeze, LLC Verification	/ - \
STATE OF NEW YORK)	
COUNTY OF NASSAU)	
On the day of April , 2021 in the year, before me, t	he undersigned
notary public, personally appeared Tosch Vitra NO personally k	nown to me or
proved to me on the basis of satisfactory evidence to be the individual whose name	ie 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(s) on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Town of Oyster Bay Inter-Departmental Memo

TO

Memorandum Docket

FROM

Office of the Town Attorney

DATE

April 6, 2021

SUBJECT:

Tiki Joe's Ocean Breeze LLC COVID-19 Payment Adjustment

This Office is preparing documents relative to a modification to the Town's license agreement with Tiki Joe's Ocean Breeze, LLC.

Kindly reserve a space on the docket. Additional details will be provided by way of a supplemental memorandum.

FRANK M. SCALERA TOWN ATTORNEY

By:

Matthew M. Rozea

Deputy Town Attorney

MMR:mmr





WHEREAS, Joseph P. Pinto, Commissioner, Department of Parks, by memorandum dated April 2, 2021, requested Town Board approval to host the "Empire State Ride Long Island", a cycling event supporting The Roswell Park Alliance Foundation, a not-for-profit organization, with 100% of proceeds going to cancer research at the Roswell Park Comprehensive Cancer Center, serving hospitals across New York State, to take place on Saturday July 24, 2021, from 8:00 a.m. to 1:00 p.m., with the ride beginning and ending at Theodore Roosevelt Memorial Park, Oyster Bay, open to cyclists of all abilities, with three separate routes, a 62 mile ride for advanced riders; a 25 mile ride for intermediate riders; and a 10 mile ride for beginners and families, with a registration fee of \$25.00 per person, with suggested individual fundraising goals of \$250.00 for the 10 mile and 25 mile rides; \$350.00 for the 62 mile ride; and \$75.00 for all riders under 18, with all monies going directly to the Roswell Park Comprehensive Cancer Center; 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; and

WHEREAS, the Office of Inspector General has reviewed and is satisfied with the disclosure questionnaire submitted through the Exiger system,

NOW, THEREFORE BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, subject to the following terms and conditions:

- 1. That the use of DJ and/or audio services of EKO Productions, Inc., whose services were authorized pursuant to Town Board Resolution No. 608-2000, is authorized for this event in an amount not to exceed \$800.00, with funds to be paid from Account No. PKS A 7110 47670 000 0000, through the Town General Services, Purchasing Division;
- 2. That food and beverages shall be available to the public for purchase, with the Department of Parks reserving the right to utilize the Town concessionaire(s) at Theodore Roosevelt Beach, as of the date of the event, and reserving the right to select alternate and/or additional food and beverage provider(s), as determined by the Commissioner of Parks or his designee pursuant to the Town's procurement policy;
- 3. That the Department of Parks is authorized to utilize the railroad station parking field in Oyster Bay for participant parking for the "Empire State Ride Long Island" event, to be held on Saturday July 24, 2021 from 8:00 a.m. to 1:00 p.m., while regular daily admission beach fees shall apply for vehicles entering the beach facility;

- 4. That the provisions of Chapter 173 of the Town Code regarding Peddlers be waived for the event, and that the Commissioner of Parks or his designee be permitted to incorporate the use of mobile food concession(s) in place of or in addition to the Town food and beverage concessionaire(s), as of the date of the event, provided that all mobile food concession merchants be in compliance with the provisions of the New York State Sanitary Code and shall possess any and all necessary insurance, permissions and permits required by the Nassau County Department of Health, said insurance, permissions and permits to be valid and current, with each mobile food concession to be charged an event fee not to exceed \$200.00, with said fees to be deposited in the Town of Oyster Bay General Fund Account TWN A 0001 02770 590 0000;
- 5. That the provisions of §168-22-Alcoholic Beverages of the Code of the Town of Oyster Bay stating that No person shall bring beer, ale or any other alcoholic beverage into any park of beach, shall be waived for this event;
- 6. That the Department of Parks is authorized to accept the addition of in-kind sponsors in exchange for promotional consideration at the event, which sponsorship may include the logo and/or wordmark on all promotional impressions, including but not limited to paintings, posters, banners, press releases, media promotion and/or advertising and mailings;
- 7. That the dates and times of the event may be changed at the discretion of the Commissioner of Parks or his designee;
- 8. That the Town of Oyster Bay and the Department of Parks reserves the right to refuse any sponsor/vendor/exhibitor, for any reason, that it deems would not properly serve said event and/or the public in attendance;
- 9. That the event related expenses, including but not limited to signage, branded merchandise, trophies, clothing, promotional advertising, such as print, radio, television, internet and computerized pre-recorded messaging shall not exceed \$4,000.00, and shall be paid from Account No. PKS A 7110 47670 000 0000, through the Town General Services, Purchasing Division;
- 10. That any further event expenses not listed that are deemed appropriate by the Commissioner of Parks or his designee shall not exceed the total amount of \$1,000.00 and are to be paid from Account No. PKS A 7110 47670 000 0000, through the Town General Services, Purchasing Division; and
- 11. That the Town of Oyster Bay Department of Public Safety shall coordinate with the Nassau County Police Department to confirm all cycling routes for the event;

- 12. That the Roswell Park Alliance Foundation shall file a Certificate of Insurance with the Office of the Town Clerk, indicating said organization maintains general liability insurance, in the amount of \$2,000,000 bodily injury and \$1,000,000 property damage, and naming the Town as an additional insured, in connection with the aforedescribed activity.
- 13. The said organization shall follow all New York State Guidelines with respect to social distancing, and the aforedescribed activity may be cancelled by the Town of Oyster Bay at any time, to prevent harm to the population from the COVID-19 Virus, or any other threat to public health and/or safety.

TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMORANDUM

TO:

MEMORANDUM DOCKET

FROM:

JOSEPH G. PINTO, COMMISSIONER OF PARKS

DATE:

APRIL 12, 2021

SUBJECT:

EMPIRE STATE RIDE LONG ISLAND

SUPPLEMENTAL MEMO MD 4621 #34

The Department of Parks is requesting Town Board approval to host the "Empire State Ride Long Island" at Theodore Roosevelt Memorial Park, Oyster Bay, in cooperation with the Roswell Park Alliance Foundation (501C3). The event is a smaller, local version of the "Empire State Ride to End Cancer", a cycling event that the organization holds each year riding from New York City to Niagara Falls, in an effort to raise money for cancer research.

The Roswell Park Alliance Foundation is a not-for-profit organization which has raised over \$3,500,000.00 with 100% of the proceeds going towards cancer research at the Roswell Park Comprehensive Cancer Center while directly serving hospitals across New York State. The Roswell Park Comprehensive Cancer Center, located in Buffalo, NY, is the Nation's first cancer research center, founded in 1898. Research at the Center has led to historic breakthroughs in the way doctors and patients understand, prevent and cure cancer.

The ride will take place on Saturday, July 24th, 2021 from 8:00am to 1:00pm, beginning and ending in Theodore Roosevelt Memorial Park, Oyster Bay. The ride will be open to cyclists of all abilities with three separate routes, including a 62 mile ride for advanced riders, a 25 mile ride for intermediate riders and a 10 mile ride created for beginners and families. Dates and times of the event may be changed at the discretion of the Commissioner of Parks or his Nesignee.

Registration fee for riders is \$25.00 per person. Suggested individual fundraising goals are as follows:

18 and over:

10 mile ride - \$250.00 25 mile ride - \$250.00 62 mile ride - \$350.00

Under 18, all rides - \$75.00

All monies collected from registration and fundraising go directly to the Roswell Park Comprehensive Cancer Center.

The Town of Oyster Bay Department of Public Safety shall coordinate with the Nassau County Police Department to confirm all cycling routes for the event.

The event shall utilize the railroad station parking field in Oyster Bay for participant parking. Regular daily admission beach fees shall apply for vehicles entering the facility.

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

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

The Commissioner of Parks or his designee may incorporate the use of mobile food concession(s), in place of or in addition to the current Town Food and Beverage concessionaire(s). The Department of Parks requests that the Town Board waive the provisions of Chapter 173 of the Code of the Town of Oyster Bay - Peddlers, provided that all mobile food concession merchants shall be in compliance with the provisions of the New York State Sanitary Code and shall possess any and all necessary insurance, permissions and permits required by the Nassau County Department of Health, said insurance, permissions and permits to be valid and current. Each mobile food concession shall be charged an event fee not to exceed \$200.00. All food concession fees collected shall be deposited in the Town of Oyster Bay General Fund Account TWN A 0001 02770 590 0000.

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

The Department of Parks requests Town Board approval to accept the addition of in-kind sponsors in exchange for promotional consideration for the event. Sponsorship of the program may include the logo and/or wordmark on all promotional impressions, including but not limited to printings, posters, banners, press releases, media promotion and/or advertising and mailings.

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

Event related expenses including but not limited to signage, branded merchandise, trophies, clothing, promotional advertising, such as print, radio, television, internet and computerized

pre-recorded messaging shall not exceed \$4,000.00 and shall be paid from account PKS A 7110 47670 000 0000, through the Town Purchasing Division.

Any further event expenses not listed that are deemed appropriate by the Commissioner of Parks or his designee shall not exceed the total amount of \$1,000.00 and are to be paid from account PKS A 7110 47670 000 0000 through the Town General Services Purchasing Division.

The Office of the Inspector General shall review and approve the disclosure questionnaire submitted through Exiger.

The Department of Parks recommends Town Board approval to hold the event on the terms set forth above.

Joseph G. Pinto

Commissioner of Parks

JGP: EW



October 6, 2020

Mr. Andrew Rothstein Director of Operations Town of Oyster Bay 977 Hicksville Road Massapequa, NY 11758

Dear Andrew:

Everyone knows someone affected by cancer. The Empire State Ride to End Cancer is a unique community-based event giving cyclists the chance to explore scenic Long Island and New York State while raising money to help find a cure for this devastating disease. The 2021 Empire State Ride will be the experience of a lifetime. I know because I've completed the journey five times since 2016.

Inspired by the ride and the life-saving research at *Roswell Park Comprehensive Cancer Center*, I am a volunteer for this annual cycling fundraiser. All proceeds from the event benefit the non-profit *Roswell Park Alliance Foundation* to fund innovative cancer treatments for patients across New York State including St. Joesph's hospital right here in the Town of Oyster Bay, as well as seven other hospitals on Long Island.

As part of our growth plan to increase participation and fundraising we are looking to move the starting line of the seven-day ride and create a new one-day event on Long Island. This new one-day event is a perfect fit for the Town of Oyster Bay, creating an inspirational and fitness-oriented community cycling event that residents and local businesses can be proud to participate in in support of a very worthwhile charity.

We look forward to touring Teddy Roosevelt Park on October 15 and discussing a potential mutually beneficial promotional partnership. Below are key *Empire State Ride to End Cancer* facts in advance of our meeting:

- Founded in 2015, the seven-day cycling event from NYC to Niagara Falls has raised over \$3.5M for cancer research
- Launching a new one-day event planned for July 24 or 25, 2021 allowing cyclists of all abilities to participate and rally together to help find a cure
- 100% of the proceeds supports cancer research at the Roswell Park Comprehensive Cancer Center, including promising clinical trials for innovative therapies that impacts lives across the nation and around the world, while directly serving hospitals across New York State including eight on Long Island
- All proceeds are managed by the Roswell Park Alliance Foundation, a 501(c)(3) not-for-profit foundation that is rated Four Stars (out of four) by Charity Navigator and was the inaugural recipient of the Torch Award for Philanthropic Excellence by the Better Business Bureau Foundation

Please visit the website for more info, recap videos and photos at www.empirestateride.com

Best regards, Steve Mars Empire State Ride 2021 Steering Committee Co-Chair 516 662-4379 (cell #)

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO

: MEMORANDUM DOCKET

FROM

: JOSEPH G. PINTO, COMMISSIONER OF PARKS

DATE

: April 8, 2021

SUBJECT

: EMPIRE STATE LONG ISLAND RIDE - PLACE HOLDER

The Department of Parks is requesting that a place be held regarding the Empire State Long Island Ride scheduled for July, 2021. A supplemental memorandum will follow. Therefore, this Department recommends and requests that a place be held at the next Town Board meeting on April 20, 2021.

Joseph G. Pinto Commissioner of Parks

JGP/EW



Reviewed By Office of Town Attorney

WHEREAS, IHI TRUCKING INC., then fee owner, and RAVENDER SINGH, lessee, petitioned the Town Board of the Town of Oyster Bay for a Special Use Permit to allow for demolition of an existing gasoline service station and construction and operation of a gasoline service station and retail food mart and related site improvements at premises located in a Light Industrial ("LP") zone, at 297 Robbins Lane, Syosset, Town of Oyster Bay, County of Nassau, State of New York and described as Section 15, Block 161, Lots 33 and 37, on the Land and Tax Map of Nassau County;

WHEREAS, a duly advertised public hearing on said Petition was held by the Town Board of the Town of Oyster Bay on November 17, 2020, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

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

WHEREAS, the Town of Oyster Bay Department of Environmental Resources, Town Environmental Quality Review Division, by memorandum dated March 9, 2020, recommended Town Board determination that the subject application is deemed to fall under the New York State Environmental Quality Review Act, 6 NYCRR, Part 617, Section 617.5(c), Type II Actions List, as Item No. 9, relative to "construction or expansion of a primary or accessory/appurtenant, nonresidential structure or facility involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance and consistent with local land use controls, but not radio communication or microwave transmission facilities" and 6 NYCRR, Part 617, Section 617.5(c), Type II Actions List, Item No. 2, pertaining to "replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy, or fire codes", and the action does not meet or exceeds any of the thresholds in section 617.4" of Part 617", and as such does not require completion of an Environmental Assessment Form, Environmental Impact Statement or other environmental consideration; and

WHEREAS, the Nassau County Planning Commission, by Resolution No. 10408-21, adopted on January 28, 2021, deferred to the Town Board of the Town of Oyster Bay to take action as it deemed appropriate on said application; and

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

WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memorandum dated July 22, 2020, has advised that the Department of Planning and Development has reviewed the following ten (10) plans prepared by John V. Catapano, P.E., Catapano Engineering and Architecture, P.C., Melville, New York:

SHEET NO.	TITLE	PREPARED BY	LAST REVISED
T1.0	Cover Sheet, Notes & Legends	John V. Catapano, P.E.	02/25/2020
C1.0	Site Demolition Plan	John V. Catapano, P.E.	12/10/2019
C2.0	Proposed Site Plan	John V. Catapano, P.E.	02/25/2020
C3.0	Proposed Drainage Plan	John V. Catapano, P.E.	02/25/2020
C4.0	Proposed Landscape & Snow		
	Management Plan	John V. Catapano, P.E.	02/25/2020
C5.0	Proposed Lighting Plan	John V. Catapano, P.E.	02/25/2020
C6.0	Proposed Sediment		
	Control Plan	John V. Catapano, P.E.	02/25/2020
C7.0	Proposed Canopy Elevations	John V. Catapano, P.E.	12/10/2019
C8.0	Miscellaneous Details	John V. Catapano, P.E.	02/25/2020
A1.0	Proposed Floor Plan	-	
		John V. Catapano, P.E.	02/25/2020

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

NOW, THEREFORE, BE IT RESOLVED, That the Petition of IHI TRUCKING INC., then fee owner, and RAVENDER SINGH, lessee, for a Special Use Permit to allow for demolition of an existing gasoline service station and construction and operation of a gasoline service station and retail food mart and related site improvements at premises located in a Light Industrial ("LI") zone, at 297 Robbins Lane, Syosset, Town of Oyster Bay, County of Nassau, State of New York and described as Section 15, Block 161, Lots 33 and 37, on the Land and Tax Map of Nassau County, is hereby GRANTED, for the premises described as follows:

SCHEDULE A

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

BEGINNING at a point on the northerly side of Robbins Lane, as widened, at the westerly end of the curve having a radius of 15 feet which said curve connects the northerly side of Robbins Lane, as widened, and the westerly side of Aerial Way;

RUNNING THENCE westerly along the northerly side of Robbins Lane as widened along the arc of a curve having a radius of 2291.223 feet a distance of 151.16 feet;

THENCE North 35 degrees 45 minutes 00 seconds East 100.24 feet;

THENCE South 54 degrees 15 minutes 00 seconds East 138.02 feet to the westerly side of Aerial Way;

THENCE South 18 degrees 00 minutes 40 seconds West along the westerly side of Aerial Way 93.53 feet to the northerly end of the curve first mentioned;

THENCE southwesterly along said curve 15 feet to the point or place of BEGINNING.

SAID PREMISES being known as 297 Robbins Lane, Syosset, New York, and designated as Section 15, Block 161, Lots 33 and 37 on the Land and Tax Map of Nassau County.

and be it further

RESOLVED, That the Petition herein granted is subject to the Town of Oyster Bay Zoning Board of Appeals granting a parking variance from the number of spaces required by the Code of the Town of Oyster Bay; and be it further

RESOLVED, That the Petition herein granted is subject to voluntary covenants and restrictions imposed upon the subject premises by 297 ROBBINS LANE LLC, current fee owner, and RAVINDER SINGH, lessee, as set forth in the written instrument attached herewith, to be duly recorded in the Office of the Clerk of Nassau County within one year of this Resolution, and the subject Petition may only become effective upon such recording; and be it further

RESOLVED, That in accordance with the memorandum of Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, dated July 22, 2020, the ten (10) plans described herein are hereby approved.

s/Atty/RESOS2021/GrantingResoSingh TMS

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

DECLARATION OF RESTRICTIVE COVENANTS

297 ROBBINS LANE LLC, fee owner, with a business address of 297 Robbins Lane, Syosset, New York 11791, and RAVINDER SINGH, lessee, with a business address of 297 Robbins Lane, Syosset, New York 11791, (hereinafter collectively referred to as "Declarants"), do, by this declaration, dated , 2021, declare as follows:

WHEREAS, IHI TRUCKING INC., then fee owner, and RAVINDER SINGH, lessee, petitioned the Town Board of the Town of Oyster Bay ("Town Board") for a Special Use Permit and Site Plan Approval to allow demolition of an existing gasoline service station and construction and operation of a gasoline service station and retail food mart and related site improvements at premises located in a Light Industrial ("LI") zone, at 297 Robbins Lane, Syosset, Town of Oyster Bay, County of Nassau, State of New York and described as Section 15, Block 161, Lots 33 and 37, on the Land and Tax Map of Nassau County; and

WHEREAS, a duly advertised public hearing on said Petition was held by the Town Board of the Town of Oyster Bay on November 17, 2020, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, the Town Board of the Town of Oyster Bay, by Resolution No. 236-2020 dated April 20, 2021, approved said application subject to the execution of a Declaration of Restrictive Covenants; and

WHEREAS, said Declarants, for the purpose of preserving the value, and in order to assure the orderly development of the below described premises in Schedule "A" herein, and for the benefit and protection of persons and property in the area, do hereby voluntarily impose the following covenants and restrictions with respect to the premises identified as being at 297 Robbins Lane, Syosset, Town of Oyster Bay, New York, which will run with the land and be binding upon said Declarants, their successors and/or assigns,

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

- 1. That any and all prior Declarations of Restrictive Covenants affecting the premises located at 297 Robbins Lane, Syosset, Town of Oyster Bay, New York, are hereby revoked in their entirety, and are superseded by this Declaration.
- 2. That the subject property shall not be used for any purposes other than a gasoline service station and accessory retail facility.
- 3. That the use of the subject property in any manner for the sale or offering for sale or lease of new or used automobiles, trailers or any other vehicles shall be prohibited at all times.

Reviewed By Office of Town Attorney

- 4. That no facilities for overnight truck parking or storage shall be provided, and no overnight truck parking or storage will be permitted.
- 5. That there shall be no parking of commercial vehicles on the subject property except when such vehicles are being fueled or making deliveries, and except those commercial vehicles related to the use of the subject property as a gasoline service station and accessory retail facility.
- 6. That the outdoor storage of vehicles and material and merchandise and the outdoor display of material and merchandise on the subject property shall be prohibited at all times.
- 7. That auto body work and repairs shall also be prohibited at all times, but this restriction shall not prohibit installation or servicing of accessories, or such minor work as normally carried on as an accessory use of a gasoline service station.
- 8. That there shall be no backing of delivery trucks onto adjacent streets and delivery trucks shall not queue onto adjacent streets.
- 9. That in accordance with Chapter 246, Section 246-5.5.17.6 of the Code of the Town of Oyster Bay, the hours of operation of the business on the subject premises shall be between the hours of 6:30 a.m. and 10:30 p.m.
- 10. That the engines of all trucks delivering products, including gasoline, shall shut down during the delivery and/or refilling operation.
- 11. That no mechanical games of amusement shall be permitted on the subject premises.
- 12. That the entire subject property shall be effectively policed to eliminate litter, papers and trash and shall be policed to remove oil cans, grease spots, etcetera, so as to present an overall clean and neat appearance.
- 13. That no banners, flags or extraneous signs will be displayed at the premises and that any and all signs that are to be erected and maintained are to comply with all applicable provisions of present or future laws or ordinances of the Town of Oyster Bay.
- 14. That all exterior lights shall be located, positioned and directed so as not to interfere with or cause annoyance or inconvenience to vehicular traffic or the surrounding areas, and shall be of shielded design to minimize impacts.
- 15. That all underground storage facilities shall be in compliance with all local, county, state and federal requirements and regulations. Said storage facilities shall be maintained to meet all the requirements set by the Department of Health of the County of Nassau.

- 16. That there shall be no charge for the use of air hoses or air equipment intended for the servicing of vehicles.
- 17. That any external audio communication system utilized shall be checked, monitored and maintained so as to be inaudible along any of the subject property lot lines.
- 18. That there shall be no exterior television monitors at any location on the subject property, including, but not limited to, at pump stations.
 - 19. That no bell hoses shall be installed or maintained.
- 20. That all garbage and rubbish shall be kept in closed containers and disposed in accordance with applicable statutes, ordinances and laws.
- 21. That the exterior of all structures, parking areas, planting of shrubs or other installations visible to the public, shall be continually monitored, repaired when necessary and kept neat and clean and that any and all plantings along the street frontage shall be less than 30 inches in height in order to maintain driver visibility.
- 22. That in accordance with Chapter 246, Section 246-5.5.17.5 of the Code of the Town of Oyster Bay, between the hours of 8:00 a.m. and 6:00 p.m., the motor vehicle fuel sales establishment shall provide at least one clearly identified full-service location for handicapped drivers.
- 23. That no Certificate of Occupancy shall be issued unless and until the development of the site is in conformance with the ten (10) plans prepared by John V. Catapano, P.E, Catapano Engineering and Architecture, P.C., Melville, New York, reviewed in accordance with Section 246-6, "Site Plan Review", of the Zoning Code of the Town of Oyster Bay, recommended for acceptance by the Department of Planning and Development, by memorandum dated July 22, 2020, approved by the Town Board of the Town of Oyster Bay, including any and all amendments that the Town Board may have required to said plans. In the event Declarants seek permission to make a change to the subject structure or property after the date of the granting resolution, the Department of Planning and Development shall determine whether the proposed change is a major or minor modification. If a proposed modification is deemed minor, the Department of Planning and Development shall have final approval of same. Any major modifications to said plans shall require Town Board approval. The plans approved by the granting resolution are as follows:

SHEET NO.	TITLE	PREPARED BY	LAST REVISED
T1.0	Cover Sheet, Notes & Legends	John V. Catapano, P.E.	02/25/2020
C1.0	Site Demolition Plan	John V. Catapano, P.E.	12/10/2019
C2.0	Proposed Site Plan	John V. Catapano, P.E.	02/25/2020
C3.0	Proposed Drainage Plan	John V. Catapano, P.E.	02/25/2020
C4.0	Proposed Landscape & Snow Management Plan	John V. Catapano, P.E.	02/25/2020

C5.0	Proposed Lighting Plan	John V. Catapano, P.E.	02/25/2020
C6.0	Proposed Sediment	- '	
	Control Plan	John V. Catapano, P.E.	02/25/2020
C7.0	Proposed Canopy Elevations	John V. Catapano, P.E.	12/10/2019
C8.0	Miscellaneous Details	John V. Catapano, P.E.	02/25/2020
A1.0	Proposed Floor Plan		
		John V. Catapano, P.E.	02/25/2020

- 24. That there shall be strict compliance with any and all ordinances, laws, regulations or directives of the Town of Oyster Bay, the Nassau County Fire Marshal's Office, the Nassau County Department of Health and any and all other agencies or departments of the Town of Oyster Bay, the County of Nassau, the State of New York and/or the United States of America.
- 25. That in the event of any violation of any kind of the restrictions, covenants or provisions recited herein, or any ordinances or regulations, and failure to remedy such violation within thirty (30) days after notice by the Town to the then owner of the real estate or the current operator of the subject premises of whom the Town has been given notice, the Town shall have the right to suspend or revoke forthwith, the special use permit granted, unless a cure for such violation has been commenced or is being diligently pursued.
- 26. This Declaration shall be filed with the County Clerk of Nassau County and be construed with the same force and effect as a recorded document, and shall be deemed a covenant running with the land. The restrictions contained herein may be enforced by the Town Board of the Town of Oyster Bay to the same extent and with the same authority as the enforcement of a Zoning Ordinance. This Declaration shall not be modified, changed, altered or amended except with the consent of the Town Board of the Town of Oyster Bay after a public hearing.

SCHEDULE A

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

BEGINNING at a point on the northerly side of Robbins Lane, as widened, at the westerly end of the curve having a radius of 15 feet which said curve connects the northerly side of Robbins Lane, as widened, and the westerly side of Aerial Way;

RUNNING THENCE westerly along the northerly side of Robbins Lane as widened along the arc of a curve having a radius of 2291.223 feet a distance of 151.16 feet;

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THENCE southwesterly along said curve 15 feet to the point or place of BEGINNING.

SAID PREMISES being known as 297 Robbins Lane, Syosset, New York, and designated as Section 15, Block 161, Lots 33 and 37 on the Land and Tax Map of Nassau County.

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

	297 ROBBINS LANE LLC
Ву:	
	PAVINDER SINGH

	f in the year 2021 before me, the undersigned, personally known to me or proved to me on the be the individual whose name is subscribed to the within
	me that he/she executed the same in his/her capacity(ies), and astrument, the individual, or the person upon behalf of which instrument.
	Notary Public
STATE OF NEW YORK) COUNTY OF NASSAU) ss	
of satisfactory evidence to be the and acknowledged to me that he	in the year 2021 before me, the undersigned, SINGH, personally known to me or proved to me on the basis individual whose name is subscribed to the within instrument executed the same in his capacity, and that by his signature on the person upon behalf of which the individual acted, executed
	Notary Public

Reviewed By Office of Town Attorney

WHEREAS, the Town Board of the Town of Oyster Bay has reviewed a proposed Local Law entitled "A LOCAL LAW TO AMEND CHAPTER 233 – TRAFFIC, OF THE CODE OF THE TOWN OF OYSTER BAY"; and

WHEREAS, a duly advertised Public Hearing on said legislation was held by the Town Board of the Town of Oyster Bay on March 9, 2021, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, the Town of Oyster Bay Department of Environmental Resources, Town Environmental Quality Review Division, by memorandum dated April 8, 2021, recommended Town Board determination that the subject legislation is deemed to fall under the New York State Environmental Quality Review Act, 6 NYCRR, Part 617, Section 617.5(c), Type II Actions List, as Item No. 26, relative to "routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment", and as such does not require completion of an Environmental Impact Statement or any additional environmental review or other procedural activities,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board of the Town of Oyster Bay declares that such Local Law to amend the Code of the Town of Oyster Bay by amending Chapter 233, is a Type II Action, pursuant to the New York State Environmental Quality Review Act (6 NYCRR, Part 617, Section 617.5[c]), Type II Actions List, Item No. 26; and be it further

RESOLVED, That said Local Law 4 -21, entitled "A LOCAL LAW TO AMEND CHAPTER 233 – TRAFFIC, OF THE CODE OF THE TOWN OF OYSTER BAY" is hereby adopted and shall take effect immediately upon filing with the Secretary of State; and be it further

RESOLVED, That the Town Attorney is hereby authorized and directed to file this Local Law with the Secretary of State.

#

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

Reviewed By
Office of TownAfforney

WHEREAS, the Town solicited quotes from twelve brokers for renewal of the Town's Excess General and Automobile Liability Insurance coverage for the policy period of May 1, 2021 to May 1, 2022, and received responses from eight insurance carriers, of which seven declined to extend a quotation for coverage or indicated that their quote would be significantly higher than that which was offered by the current carrier. Allied Public Risk ("Allied"), which currently provides this coverage to the Town through Salerno Brokerage Corp. ("Salerno"), submitted a proposal which extends our current policy at a renewal premium of \$253,363.00, with a self-insured retention of one million two hundred fifty thousand (\$1,250,000) dollars; and

WHEREAS, Frank M. Scalera, Town Attorney and Paul Ehrlich, Deputy Town Attorney, by memorandum dated April 16, 2021, determined that the process to obtain proposals was in accordance with Guideline 7 of the Town's procurement policy, and recommended that the Town's Excess General and Automobile Liability Insurance coverage be obtained from Allied through Salerno at a total premium of \$253,363.00 for the policy period of May 1, 2021 to May 1, 2022, and

WHEREAS, Funds to make payment for the insurance coverage are available in 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, 2021 to May 1, 2022 for an annual premium of \$253,363.00, with a self-insured retention of one million two hundred fifty thousand (\$1,250,000) dollars; 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.

-#-

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



Town of Oyster Bay Inter-Departmental Memo

TO:

Memorandum Docket

FROM:

Office of the Town Attorney

DATE:

April 16, 2021

SUBJECT:

Excess General and Automobile Liability Insurance

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.

The Town solicited quotes from twelve brokers for general liability and automobile liability coverage for the 2021-2022 policy period commencing May 1, 2021. The Request for Proposals was also posted on the Town website. Three brokers responded, of which two were unable to provide competitive quotes. One broker, Salerno Brokerage Corp. ("Salerno") provided quotes from eight insurance carriers. One quote, from the current insurer, Allied Public Risk ("Allied"), provided the best coverage and lowest premium for general liability and automobile liability excess coverage for the 2021-2022 policy period. The remaining responding insurance carriers declined to extend a quotation for coverage, or indicated that the quote they could provide would be significantly higher than Allied's quote.

Allied, through Salerno, proposed an extension of the current policy at a renewal premium of \$253,363.00, with a self-insured retention of one million two hundred fifty thousand (\$1,250,000) dollars.

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, 2021 to May 1, 2022 be procured through Allied Public Risk at a total renewal premium of \$253,363.00. Funds are available in Account No. TWN AMS 1910 43010 602 0000 000.

FRANK M. SCALERA

Paul S Ehrlich

Deputy Town Attorney

PSE:pse Attachment

S:\Attomey\RESOS 2021\MD & RESO\2021-22 General Liability-Auto Insurance.PSE.docx





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

April 8, 2021

Jeffrey Lesser, Esq. Paul Ehrlich, Esq. Town of Oyster Bay Town Attorney's Office 54 Audrey Avenue Oyster Bay, NY 11771

RE: Automobile and General Liability Policy- 2021-2022 Proposal- RFP Response

Dear Jeff and Paul,

In response to the Town's Request for Proposals due April 16, 2021, and as the Town's liability program expires shortly, we have canvassed the market to replace or renew coverage for the May 1, 2021-2022 policy period.

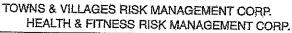
NOTE: The premium for the 5/1/20-21 expiring program with Allied Public Risk (written as Vantapro) is \$202,744. The expiring SIR is \$1,000,000 with a \$10,000,000 limit.

We are pleased to advise the following results.

- 1) Allied Public Risk (current carrier written as Vantapro)- quoted with two (albeit higher) SIR options, each with a \$10,000,000 limit. (A copy of the renewal proposal is attached for your review and consideration.) Further comments are included below regarding claims reporting, subjectivities, and a Communicable Disease and Infectious Agent exclusion. We are seeing this on renewal accounts, largely as a response to the pandemic.
 - a. \$1,250,000 Sir- This <u>includes</u> TRIA for \$253,361.
 - b. \$1,500,000 Sir-This includes TRIA for \$214,516.
- Berkley Public Entity Managers –advised their capacity is \$5m and could not be competitive.
- 3) NYMIR advised they are unable to compete with the pricing; their most recent indication was \$400,000.
- Trident- declined to offer \$10M due to loss experience and location; can only offer \$5M limit in our area.



SALERNO BROKERAGE CORP.



117 Oak Drive, Syosset, New York 11791-4625 • 516-364-4044 • Fax: 516-364-5901 www.salernoins.com April 8, 2021 Page Two

Town of Oyster Bay

- 5) Travelers-prefers a third party TPA for accounts they write.
- 6) US Specialty declined as they do not wish to write auto liability and general liability without another coverage part.
- 7) Chubb- advised the sexual abuse limit would be sub-limited; unable to match expiring program.
- 8) Munich-declined due to loss history and location.

The Allied (Vantapro) Proposal is summarized as follows:

Limits of Insurance - Auto, General Liability, Employee Benefits Liability, and Law Enforcement Liability:

Gaverage	Secure Laure	Amstol Aggregate Ematy		e coesale. Tribuer:	Robrogaterie Bate
Auto Liability	\$10,000,000	N/A	*	Accident	N/A
General Liability	\$10,000,000	\$12,000,000	*	Оссителое	N/A
Sexual Abuse Liability	\$10,000,000	Included in GL	*	Öccurrence	N/A
Employee Benefits Liability	Included in GL	Induded in GL	#	Оссителсе	N/A
Law Enforcement Liability	\$10,000,000	\$12,000,000	*	Wrongful Act	N/A

*SIR TBD by the Town; either \$1,250,000 or \$1,500,000.

Exclusion- Communicable Disease and Infectious Agent will be added to the 5/1/2021-2022 policy. Copy attached,



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SALERNO BROKERAGE CORP.

TOWNS & VILLAGES RISK MANAGEMENT CORP, HEALTH & FITNESS RISK MANAGEMENT CORP.

Page Three Town of Oyster Bay

<u>Subjectivities</u>

- The Specific Additional Conditions advise if loss experience or exposures materially change between the proposal issue and binding dates, the terms, conditions or premium may be altered. Should we renew this account, the adjuster will likely ask that our Claims and Risk Management Leader, Trish Poe, do a Claims and Risk Management Assessment within the first 60-90 days of the policy's inception. Trish provides these reviews to all SIR accounts so the Insured would be subject to this regardless.
- Request for more details on the Adesanya claim, 2015-5179. The underwriter
 understands it is closed and has the correct amount of payments but needs more
 details of what actually happened, the cause of the claim and the actual injuries.
- Signed Allied application and Terrorism Acceptance Form These forms will be provided upon request to Bind.

The following items are enclosed:

- Allied Public Risk Renewal Proposal 2 Options
- 2. Town forms required for submission for RFP

When reviewing alternative proposals, please be mindful of confirming that all of the Town's exposures and Loss Information and Loss Details have been provided to the quoting carriers.

As you are aware, the Town has law enforcement liability for the armed bay constables. It is very important that any other quoting carrier provide this coverage to the Town. Because the Town does not have a police department, other brokers, may overlook or underestimate the exposure.

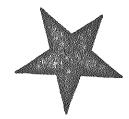
Reinsurers have continued concerns with liability claims especially in the New York area due to Social Inflation. Social Inflation is adverse loss development of a liability claim from the initial date of the claim to the closing of that claim, due to the increased costs to defend liability claims, as well as the verdicts that the courts are requiring be paid. As a result, reinsurers are concerned with liability claims both from a defense standpoint and liability limit standpoint. As such many carriers are being forced to restrict liability limits, increase retentions, and increase premiums. This is evident from our marketing results.

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

Maryann K. Aiello



Town of Oyster Bay Inter-Departmental Memo

TO

: Memorandum Docket

FROM

: Office of the Town Attorney

DATE

: April 1, 2021

SUBJECT

: Excess General and Automobile Liability Insurance

In keeping with operational best practices, each year the Town obtains an Excess General and Automobile Liability Insurance policy. The current policy runs from May 1, 2020 through May 1, 2021. Pursuant to the Town's Procurement Policy, a request for proposals for the 2021-2022 policy has been issued and we expect that proposals will be received and evaluated and a carrier will be selected, prior to the April 20, 2021 Town Board meeting. This Office is completing its preparation of the papers necessary to obtain the necessary coverage. Additional information will be forwarded to the Docket by supplemental memorandum.

Kindly save a space on the docket for the April 20, 2021 Town Board meeting.

FRANK M. SCALERA

TOWN ATTORNEY

Paul S. Ehrlich

Deputy Town Attorney

PSE/ba 2017-5834.003

S:\Attorney\RESOS 2021\MD & RESO\2021-22 General Liability-Auto Insurance.PSE.docx



Office of Town Attorney

Lives to a Saughan

RESOLVED, That the Town Clerk is hereby authorized and directed to advertise a Notice of Hearing on proposed contracts with the East Norwich Volunteer Fire Company No. 1 for fire protection for the East Norwich Fire Protection District for the 2020 Calendar Year, nunc pro tunc, in the amount of \$311,072.56, said hearing to be held in the Hearing Room, Town Hall, East Building, 54 Audrey Avenue, Oyster Bay, New York, on May 4, 2021, at 7:00 o'clock p.m., prevailing time, said Notice to be advertised in the

Newspapers of general circulation in the Town of Oyster Bay, pursuant to the provisions of law. $^{\mu}$

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

WHEREAS, the East Norwich Volunteer Fire Company No. 1 ("ENFC") provides services to Town of Oyster Bay residents living in the Incorporated Villages of Upper Brookville, Brookville and Muttontown, as well as those living in the unincorporated area of the Town of Oyster Bay identified by the postal designation of East Norwich and referred to as the East Norwich Fire Protection District; and

WHEREAS, the amounts paid by each municipality are periodically updated to reflect the correct proportional percentages, but due to the current COVID-19 public health crisis, the updated percentages have not been calculated, which has prevented the Town from scheduling and holding a hearing to consider the 2020 contract for fire protection for the East Norwich Fire Protection District; and

WHEREAS, pending issuance of the 2020 fire protection contract, ENFC has been providing, and will continue to provide, fire protection and emergency response services to Town residents and the ENFC has incurred and will continue to incur costs related to providing such services; and

WHEREAS, the ENFC has requested payment from each municipality based upon the 2019 contract amount, with said payments to be credited against the 2020 contracts; and

WHEREAS, the 2019 contract obligated the Town to pay an amount not to exceed \$311, 072.56; and

WHEREAS, Elizabeth A. Faughnan, Deputy Town Attorney, by memorandum dated April 29, 2020, requested and recommended that the Comptroller be authorized and directed to pay \$155,536.28 to the East Norwich Volunteer Fire Company No. 1 ("ENFC"), said payment to be credited against the amount due under the 2020 fire protection contract, with said funds to be drawn from Account No. TWN SF12 3410 44910 000 0000.

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are hereby accepted and approved, and the Office of the Comparoller is hereby authorized and directed to make payment to the East Norwich Volunteer Fire Company No. 1 for \$155,536.28, with said payments to be credited against the 2020 contract to be entared into between the Town and the ENFC, upon submission of a duly certified claim; after aidin with said funds to be drawn from Account No. TWN SF12.3410 44910 000 0000

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

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

Reviewed By Office of Joyna Attores

Town of Oyster Bay Inter-Departmental Memo

TO:

MEMORANDUM DOCKET

FROM:

Office of the Town Attorney

DATE:

April 12, 2021

SUBJECT:

2020 Fire Protection Agreement with East Norwich Volunteer Fire

Company No. 1

The East Norwich Volunteer Fire Company No. 1 ("ENFC") was formed over 100 years ago and provides services to Town of Oyster Bay residents living in the Incorporated Villages of Upper Brookville, Brookville and Muttontown, as well as those living in the unincorporated area of the Town of Oyster Bay identified by the postal designation of East Norwich. Because the area served by the ENFC encompasses 4 municipalities, in early 2020 there were discussions among the municipalities about recalculating the proportionate shares of the Fire Company's annual budget to be paid by each municipality prior to the execution of the 2020 fire protection contracts. Due to various issues, including the COVID-19 pandemic, the calculations were not completed until recently. The municipalities agreed to use the prior proportionate shares to fund the Fire Company's budget for calendar year 2020.

By Town Board Resolution No. 264-2020, adopted May 5, 2020, the Town Board approved a partial payment of \$155,536.28, to ENFC, to be credited against the 2020 contract. The Town of Oyster Bay is the only municipality that has not entered into a contract with and fully paid ENFC for services provided in 2020. All other 2020 Fire Protection agreements have been the subject of a hearing and subsequently approved by the Town Board. The East Norwich Fire Company continues to provide services to its residents without regard to the fact that its contract with the Town expired on December 31, 2019.

It is requested that the Town Clerk be authorized to advertise a Notice of Hearing for May 4, 2021 at 7:00 p.m., in connection with the above referenced matter. Accordingly, kindly suspend the rules and place this item on the April 20, 2021, Town Board action calendar.

FRANK M. SCALERA TOWN ATTORNEY

Elizabeth A. Faughnan Deputy Town Attorney

EAF:ba Attachment 2016-5219

S:\Attorney\RESOS 2021\MD & RESO\2020 Fire Protection Contract East Norwich advertise hearing - eaf,doo

REMEMBER BY Office of Town Attorney EUgabeth Or Jaciehnan

RESOLVED, That the Town Clerk is hereby authorized and directed to advertise a Notice of Hearing for a Hearing to be held in the Hearing Room, Town Hall, East Building, 54 Audrey Avenue, Oyster Bay, New York, on May 4, 2021 at 7:00 o'clock p.m., prevailing time, on the proposed rental of hydrants for the period January 1, 2021 — December 31, 2021, nunc pro tunc, by the Town of Oyster Bay acting on behalf of Glenwood-Glen Head Fire Protection District and New York American Water Company, Inc., said Notice to be advertised in

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

#_

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

Town of Oyster Bay Inter-Departmental Memo

TO

MEMORANDUM DOCKET

FROM

Office of the Town Attorney

DATE

April 12, 2021

SUBJECT:

January 1, 2021 – December 31, 2021 Hydrant Rental Glenwood-Glen Head Fire Protection District and New York American Water Company, Inc.

It is requested that at the April 20, 2021 Town Board Meeting the Town Board authorize the Town Clerk to advertise a Notice of Hearing for a public hearing to be held on Tuesday, May 4, 2021 at 7:00 o'clock p.m., on the proposed rental of fire hydrants by the Town of Oyster Bay, acting on behalf of the Glenwood-Glen Head Fire Protection District and New York American Water Company, Inc. Accordingly, kindly suspend the rules and place this item on the April 20, 2021 Town Board action calendar.

FRANK M. SCALERA TOWN ATTORNEY

Elizabeth A. Faughnan Deputy Town Attorney

EAF:ba Enclosure File 3079

S:\Attorney\RESOS 2021\MD & RESO\2021 Hydram Rental-Jan - Dec 2021 Glen Hend - NY American Water - eaf .doc

Reviewed By Office of Town Attorney

WHEREAS, the Town of Oyster Bay is the sponsor or joint sponsor of a Length of Service Award Program (LOSAP) on behalf of the Glenwood Hook & Ladder, Engine and Hose Co. No. 1, Inc., Plainview Volunteer Fire Department, Inc., Roslyn Highlands Hook & Ladder, Engine and Hose Company Inc., Rescue Hook & Ladder Co. #1 (a/k/a Roslyn Rescue), Oyster Bay Fire Department, Inc., and the Atlantic Steamer Fire Company No. 1 ("Fire Companies") in accordance with Article 11-A of the New York State General Municipal Law (GML); and

WHEREAS, active volunteer firefighters earn Service Award Program service credit under the Service Award Program Point System adopted by the Sponsor or Joint Sponsoring Board, as applicable; and

WHEREAS, during the COVID-19 pandemic and in response to the Governor's Executive Order 202 of 2020, as extended, the Fire Companies modified their emergency response protocols and cancelled many events; and

WHEREAS, as a result of these modifications and cancellations, active volunteer firefighters had fewer opportunities to earn points during calendar year 2020, as extended, making it more difficult to earn the required 50 points to earn the LOSAP benefit for calendar year 2020; and

WHEREAS, the GML has been amended to add§ 217(p), which allows the Sponsor or Sponsoring Board to award up to five (5) points per month during the period authorized under Governor Cuomo's Executive Order 202 of 2020 (the "Period"), with a pro-rated amount awarded for a partial month, by resolution of the Sponsor or Sponsoring Board; and

WHEREAS, § 217(p) requires the Sponsor or Sponsoring Board to adopt said resolution by April 30, 2021; and

WHEREAS, the Fire Companies have provided the Sponsor or Sponsoring Board with documentation regarding the events that were cancelled and how response protocols were changed during the Period; and

WHEREAS, the Sponsor or Sponsoring Board has considered these factors and how they will impact active volunteer firefighters from earning 50 points in calendar year 2020; and

WHEREAS, Frank M. Scalera, Town Attorney, and Elizabeth A. Faughnan, Deputy Town Attorney, by memorandum dated April 15, 2021, recommended that the Town of Oyster Bay, as a municipal sponsor and member of Joint Sponsoring Boards, of several LOSAP Programs, adopt a resolution to amend the applicable Length of Service Award Program point system by adding a new category to the point system under which up to five (5) points per month may be awarded to active volunteer firefighters during the Period, and further recommended that the Supervisor or his designee or the Town's representative to each LOSAP Program be authorized to execute any documentation necessary to facilitate this LOSAP Program amendment on behalf of the Town in its capacity as a Sponsor or Joint Sponsor; and

WHEREAS, the Town of Oyster Bay as Sponsor or member of a joint Sponsoring Board has determined it appropriate and necessary to award points for the Period; and

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted and approved, and the Supervisor or his designee or the Town's representative to each LOSAP Program be authorized to execute any documentation necessary to

facilitate this LOSAP Plan amendment; and

BE IT FURTHER RESOLVED, That the Town of Oyster Bay, as Sponsor and member of a Joint Sponsoring Board, approves the granting of up to five (5) points for each complete month of the Period authorized by Governor Cuomo's Executive Order 202 of 2020, as extended, pro-rated for the partial months.

#

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

Town of Oyster Bay Inter-Departmental Memo

TO

MEMORANDUM DOCKET

FROM

Office of the Town Attorney

DATE

April 15, 2021

SUBJECT:

Length of Service Award Program (LOSAP) Service Credit

The Town of Oyster Bay is a sponsor or co-sponsor of the Length of Service Award Programs (LOSAP) for several fire companies - Glenwood Hook & Ladder, Engine and Hose Co. No. 1, Inc., Plainview Volunteer Fire Department, Inc., Roslyn Highlands Hook & Ladder, Engine and Hose Company Inc., Rescue Hook & Ladder Co. #1 (a/k/a Roslyn Rescue), Oyster Bay Fire Department, Inc., and the Atlantic Steamer Fire Company No. 1. Each of these LOSAP Programs has been approved by referendum of the residents of their respective fire protection area/district.

The members of the fire companies who attend a minimum number of calls, trainings, meetings, etc., earn a monthly benefit to be paid to the member when he/she reaches the LOSAP program's entitlement age. In 2020, due to the COVID-19 pandemic, the volunteer fire companies were under 'Special Response Rules' which restricted which volunteer firefighters could respond to calls, and limited meetings and trainings, etc. As a result, a few of the volunteer firefighters did not meet the minimum requirement in order to earn the benefit for year 2020. The New York State legislature enacted special legislation amending the General Municipal Law to allow the awarding of five (5) LOSAP points for the months impacted by the COVID-19 pandemic. It is recommended that each municipal sponsor pass legislation authorizing the LOSAP programs prior to May 1, 2021, to utilize this legislation. Accordingly, kindly suspend the rules and place this item on the April 20, 2021 Town Board action calendar.

FRANK M. SCALERA TOWN ATTORNEY

abeth a Jaughan

Elizabeth A. Faughnan Deputy Town Attorney

EAF:ba

Enclosure

S:\Attorney\RESOS 2021\MD & RESO\COVID LOSAP Points Legislation - eaf.doc



WHEREAS, by Resolution No. 810-2019, adopted on December 10, 2019, the Town Board authorized the Department of Public Works to enter into an agreement with D&B Engineers and Architects, P.C., to provide technical services in connection with Contract No. PWC19-20, On Call Engineering Services relative to Structural Engineering, for a two (2) year period, from January 1, 2020 through December 31, 2021; and

WHEREAS, Steven A. Fangmann, P.E., BCEE, President and CEO, D&B Engineers and Architects, P.C., by letter dated August 20, 2020, described the scope of work to be performed under Contract No. PWC19-20, which included design, bid and construction inspection regarding the construction of an overhead canopy over the existing ice skating rink at Marjorie Post Community Park, Massapequa, for an amount not to exceed \$155,000.00, and requested authorization to retain two sub-consultants; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated September 11, 2020, requested Town Board authorization for D&B Engineers and Architects, P.C. to provide the aforesaid On Call engineering services under Contract No. PWC19-20, and further requested that D&B Engineers and Architects, P.C. be authorized to retain, as sub-consultants, Soil Mechanics, Inc., for soil boring and geotechnical services and Premier Infrastructure and Energy, LLC for underground utility mark-out work and further requested that the Comptroller be directed to issue an encumbrance order in an amount not to exceed \$155,000.00 for this purpose; and

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

WHEREAS, Commissioner Lenz further advised that funds in the amount of \$155,000.00 to satisfy said engineering costs are available in Account No. PKS H 7197 20000 000 2002 001,

NOW, THEREFORE, BE IT RESOLVED, that the requests as hereinabove set forth are accepted and approved, and D&B Engineers and Architects, P.C. is hereby authorized to provide the aforementioned services in connection with Contract No. PWC19-20, On Call Engineering Services relative to Structural Engineering, for an amount not to exceed \$155,000.00, and the Board approves the use of Soil Mechanics, Inc. and Premier Infrastructure and Energy, LLC. as sub-consultants to provide the aforementioned support services regarding the construction of an overhead canopy over the existing ice skating rink at Marjorie Post Community Park, Massapequa; and it is further

RESOLVED, that the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed \$155,000.00, with the funds for said payment to be drawn from Account No. PKS H 7197 20000 000 2002 001.

#

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



TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

September 11, 2020

TO

: MEMORANDUM DOCKET

FROM

: RICHARD W. LENZ, P.E., COMMISSIONER

DEPARTMENT OF PUBLIC WORKS/HIGHWAY

SUBJECT :

ON-CALL CONSULTANT SERVICE REQUEST AND USE OF SUB-CONSULTANTS

CONTRACT NO. PWC19-20 STRUCTURAL ENGINEERING

ACCOUNT NO.: PKS H 7197 20000 000 2002 001

PROJECT ID NO. 2002PKSA 10

The consultant, D & B Engineers & Architects, P.C. has been approved by the Commissioner of Public Works to provide technical services under On-Call Contract No. PWC19-20 by Resolution No. 810-2019 for the subject project, Funds have been made available by the Director of Finance.

Attached is a letter dated August 20, 2020 from D & B Engineers & Architects, P.C., regarding the scope of work to be performed in an amount not to exceed \$155,000.00. Services to be provided include design, bid, and construction inspection regarding the construction of an overhead canopy over the existing ice skating rink at Marjorie Post Community Park in Massapequa .In addition to the fund request, D & B Engineers & Architects, P.C. requests to use, as sub-consultants, Soil Mechanics, Inc. for soil boring and geotechnical services and Premier Infrastructure and Energy, LLC for underground utility mark-out work.

Attached is an availability of funds in the amount of \$155,000.00 to satisfy said engineering costs from the Office of the Director of Finance indicating that funds are available in Account No. PKS H 7197 20000 000 2002 001.

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

It is hereby requested that the Town Board authorize, by Resolution D & B Engineers & Architects, P.C. under Contract No. PWC19-20, On-Call Technical Assistance Relative to Structural Engineering and requests that the Comptroller be directed to issue an encumbrance order for this purpose. It is also hereby requested that D & B Engineers & Architects, P.C. be authorized by resolution to use, as sub-consultants, Soil Mechanics, Inc. and Premier Infrastructure and Energy, LLC.

RICHARD W. LENZ, P.EC COMMISSIONER

DEPARTMENT OF PUBLIC WORKS/HIGHWAY

KAADACUUMKAS

Attachment

cc: Steven Ballas, Comptroller

Joseph G. Pinto, Commissioner/Parks

PWC19-20 Docket 155000 D&B



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



Requesting Division/Department Parks

THIS SECTION TO BE COMPLETED BY DEPARTMENT ADMINISTERING ON-CALL CONSULTANT CONTRACT					
Contract Number	PWC19-20				
Contract Period January	January 1, 2020 through December 31, 2021				
Consultant/Contractor D &	D & B Engineers & Architects, P.C.				
Discipline					
Total Authorization	\$ 155,000.00				
Resolution No. 810-20					
Funded To Date	\$ 0.80				
,	\$155,000.00				
Account To Be Used PKS-11-7197-	20000-000-2002-001 - 20029KSA-10				
If Capital Account, State The Related Contract Number: Description Of Work If a Capital Account is used and work is not related to a Capital Project, specify the nature of the requested service that qualifies it as a Capital Expense.					
Funds are required for design, bid, and construc	ction inspection services regarding the construction				
of an overhead canopy at Marjorie	Post Community Park in Massapequa.				
Work To Be Completed in Contract Period: A "No" response will require Town Board authorization to extend the contract period.					
Required Insurances Are In Effect A "No" response will prevent further processing of this form.					
Required 50% Performance Bond For This Request in Effect	Yes No N/A x				
	ount of Bond \$				
Requesting Division/Department	DPW Approval Only To Be Executed By The Commissioner				
Signature Jan	Signature St. A. G.C.				
Title Come, SSion of Parts	Title Commissioner of Public Works				
Date 4476	Date 9/4/2020				
THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE					
Amount Requested /55000. JO					
Unemcumbered Bullings 250,000,00					
Is The Account To Bey sen Chrisistent With The Nature Of Work Listed Above? Yes No					
Signature Date 7/19/20					



TOWN OF OYSTER BAY

WORK ORDER



This Se	action To Be Completed B	ly The Department Of	Public Works	
Work Order No.		E.O. No		
		Contract Start		
Contract No	PWC19-20		12/31/2021	· -
С	ommencement Date			
No claim shall be	paid for work perfo			nt Date
, /endor Name and Address				
	D & R Engineer	s & Architects, P.C.		
	320 Crocov	rays Park Drive		
<u> </u>				
	VVoodbur	y, NY 11797		
· · · · · · · · · · · · · · · · · · ·				
Requesting Town De	partment	Pa	arks	
	Contact Sear		Phone 6	77-5116
Description of Work to be Perf	ormed (Attach Detail if Ne	ecessary)		
	re required for design, bid		spection services	
	onstruction of an overhead			at
segarding the o				
	Marjorie Post Commu	mity Park in Massape	yua.	
This work order s	hall not exceed	1 \$	\$155,000.0	0
Please notify the abo	ve mentioned contact p	person 48 hours pri	or to commencing	any work.
	sion/Department	Departme	ent Of Public Wo	irks Approva
Signature Z	ph.	Signature	Tarthe Jan	
Title Gaz. ST. is	in of Paks	_	Commissioner of	Public Works
9/4	/20	. .	0/4/20	

330 Crossways Park Drive, Woodbury, New York 1777 516-364-9890 • 718-460-3634 • Fax: 516-364-9045 • www.db-eng.com

Board of Directors

Steven A. Fangmann, P.E., BCEE President & Chormon

Robert L. Rasb. P.E. BCEE, CCM Script Vice President

William D. Meddin PF

August 20, 2020

John Tassone, Deputy Commissioner Town of Oyster Bay Department of Public Works 150 Miller Place Syosset, NY 11791

Attn: Sean Jordan, Architect

Engineering Division

Re:

Marjorie R. Post Community Park

Ice Rink Canopy Professional Engineering Design, Permitting,

Bidding and Construction Services

TOB Contract No.: PWC 19-20, Resolution 810-2019

Dear Deputy Commissioner:

As the Town's Structural Engineering Consultant under the above-referenced contract, D&B Engineers and Architects, P.C. (D&B) is pleased to submit this Task Order Proposal to provide assistance to the Town with professional engineering services related to the design and construction of a new overhead canopy to reduce solar loading on the ice skating rink at Marjorie R. Post Community Park in Massapequa.

As discussed with representatives of the Parks Department and your staff, we understand that the goals of this project are to reduce or largely eliminate the solar loading of the ice rink surface during winter operation, which will in turn reduce the demands on the existing compressor equipment. Additionally, the arrangement of the canopy should be strategically developed to minimize other impacts to the facility, including maintaining access to the existing penalty and scorekeepers benches, bleachers, and avoiding obstruction or significant modifications to the scoreboard. During our initial meeting and discussions, it is apparent that maintaining the use and effectiveness of the perimeter pole-mounted lighting to illuminate the rink surface is not practical, and therefore will be replaced or supplemented with LED or similar energy-efficient lighting mounted to the underside of the canopy and designed to meet the appropriate illumination criteria for the rink.

The existing rink is approximately 200-feet in length and 85-feet wide, and is positioned lengthwise east-west, with winter sun exposure primarily originating from the south, or side of the rink. The rink features an existing refrigerant piping system which is primarily located on the east side, which will require coordination of new footing/column locations as to avoid interference or piping modifications. The existing score board is located on the northwest corner of the rink.

Although the design concept can be further discussed and refined during the design process, our initial discussions and recommendations for the canopy arrangement include a mono-pitched, open air roof

"Facing Challenges, Providing Solutions... Since 1965"

deck with a width of approximately 115-feet and length of approximately 200-feet sloping down toward the south, supported by regular columns and footings, located to preserve the function of the rink. The roof deck would be supported by an open-web bar joist system, likely with 2-3 feet high joists with trim to close each side and end of the canopy, as appropriate. Construction costs for the canopy structure can be developed and refined during the detailed design stage of the work; however, for planning purposes it is probable that total construction cost could be preliminarily estimated as \$1 to \$2 million.

Stormwater management for a 3-inch rain event is required by State Code. Due to the site's proximity to Unqua Pond and tributaries to the Great South Bay, it is likely that existing groundwater elevation at the site is relatively close to the ground surface, limiting the effective depth of new drywell structures. Existing site drainage structures appear to be limited to approximately 4-feet in depth and do not appear to offer a convenient point of connection to accept canopy drainage. It appears that there are 2 adjacent turf areas that may be of suitable elevation to install a new drywell system, including the area east of the roller hockey rink and the picnic area adjacent to the pool. It is likely that fifteen, four-foot deep drywells will be required to contain the stormwater from the new canopy. Our work will include the design and detailing of new stormwater management structures based upon our soil boring and groundwater elevation investigation, to maximize storage considering available suitable areas of the site for drywell installation. If a suitable connection point to the existing site stormwater system becomes apparent in our utility locating work, this can be used to mitigate or eliminate the need for a new drywell system.

We are in possession of the Town's existing available drawings of the facility, including structural detailing of the rink and deck features and refrigeration system equipment. We understand that drawings to define existing electrical, drainage and other utilities in the deck area, where footings will be located are not available. We are therefore including in our proposal subcontractor efforts to perform a subsurface utility mark out of the deck and area surrounding the rink to coordinate footing locations and reduce conflicts and related costs during construction. In addition, we have included in our scope subcontractor effort to conduct soil borings and develop geotechnical recommendations regarding support of the canopy foundations.

The New York State Department of Environmental Conservation (DEC) freshwater wetland map indicates that the proposed canopy footings will be constructed within the 100-foot buffer zone of the freshwater wetlands surrounding the perimeter of Unqua Pond. The proposed work and related disturbances will therefore require a DEC freshwater wetland permit application for regulatory review and approval. We are therefore including in our proposal effort to prepare and assist the Town with the submittal of a DEC freshwater wetlands permit application as part of our detailed design scope.

As the proposed work is an open-sided canopy without conditioning and does not likely meet the definition of a building, it does not appear that Wicks Law requirements will apply and therefore our proposal effort includes preparation of a single construction contract for the general and electrical construction work. Should separate contracts for electrical and general construction work be required, a separate proposal for the preparation of separate contract documents can be provided at that time.

In order to support the Town with these improvements, we propose the following detailed scope of work:

A. SCOPE OF WORK

Detailed Design

- Solicit the services of an underground utility locating subcontractor to perform a utility mark out of rink deck and surrounding area. Coordinate with the subcontractor to perform a utility survey to collect measurements and information regarding located buried utilities.
- Prepare base plans of the existing rink and surrounding area using existing drawings, aerial
 photographs and documentation from the buried utility investigation to support the canopy
 design.
- Prepare conceptual plans and elevations of the proposed canopy system for review and comment by the Town. Meet with Town representatives to discuss and evaluate options and alternatives to incorporate into the design.
- Solicit the services of a soil boring subcontractor to collect soil borings in the area of the proposed canopy footings and prepare geotechnical recommendations regarding allowable soil loading criteria.
- Design the canopy and support system in accordance with applicable building code criteria and in conjunction with the existing rink features, function and Town preferences.
- Design a new dry well and drainage piping system to manage stormwater runoff from the new canopy using suitable areas of the site. Discuss and evaluate alternative options for stormwater management, as necessary.
- Prepare plans and details to define the detailed construction requirements of the structure.
- Perform a lighting system design to develop an energy-efficient lighting system to provide
 appropriate illumination levels for night rink activities, based upon industry standards for
 this application. Investigate the existing electrical capacity of the facility and identify and
 design provisions for providing power and control of the lighting system. Remove or
 modify the existing pole-mounted lighting system to supplement the canopy lighting, as
 appropriate.
- Prepare electrical plans and details to define the electrical construction requirements.
- Prepare construction specifications to define specific requirements related to construction
 of the work to accompany the drawings.

- Provide the draft detailed design drawings to the Town for review and comment. Meet with the Town to discuss questions and comments. Integrate the Town's comments into the final certified bidding documents.
- Prepare a construction cost estimate for bidding of the project, based upon the final drawings.
- Prepare the bid sheets and integrate the Town's front end documents into the construction documents. Solicit the Town's endorsement of the documents for public bidding.

Wetland Permit Application

- Determine or confirm applicability of state and/or federal wetland jurisdiction based on final project description, design, and footprint.
- If necessary, request/attend a pre-application meeting or teleconference with the regulatory
 agencies to determine or confirm agency jurisdiction, type of permits required, agency
 requests for specific information, and any special permit applications procedures.
- Prepare the draft Joint Application for Permit package including application forms, project location/site maps, aerials, photographs, design drawings, and project narrative, for review by the Town.
- Revise the Joint Application for Permit package based on Town comments.
- Prepare the final Joint Application for Permit package for submittal to the appropriate regulatory agencies for review and approval.
- Respond to relevant agency comments, inquiries, or requests for additional information
 and, as necessary, confer with the agencies to clarify or confirm issues identified in agency
 comments.
- Submit responses to the agencies for final review and approval, based on responses to agency comments.
- Maintain communication with agencies on status of application review and estimated schedule for permit issuance.
- Review permit conditions, evaluate permit conditions, and provide guidance to the Fown
 on complying with any special permit conditions and work notification requirements.

Bidding and Construction

- Prepare fifteen (15) copies of the bidding documents on compact disk for use in public bidding of the project.
- Respond to questions and requests for information received from bidders during the bid period.
- Attend the bid opening, review bids received, make recommendation for award of the work, and prepare conformed documents for signing of the contract.
- Conduct a pre-construction meeting with the selected contractor and representatives of the Town.
- Perform review of contractor equipment submittals, review and make recommendation for monthly contractor payment requisitions, and perform project-related correspondence on behalf of the Town.
- Perform part-time inspection during principal construction activities. A total of 140 hours
 of on-site inspection is included in the scope of this proposal.
- At the completion of construction, perform a joint inspection with representatives of the Town and prepare a project punch list.

B. FEES

The proposed fees to complete the above tasks will be based upon time and expenses actually incurred in relation to the above scope in accordance with the terms of our on-call agreement with the Town and will not exceed the following values:

Detailed Design	\$110,000
Wetland Permitting	\$5,000
Bidding and Construction	\$40,000
Total	

The proposed Detailed Design Services costs above include subcontractor expenses of \$10,000 for soil boring and geotechnical activities and \$5,000 for underground utility mark-out in the project area. Direct expenses, including mileage and document reproduction are included in the above fees.

D&B intends to utilize the services of Soil Mechanics, Inc. as a subcontractor for the completion of soil boring and geotechnical services and Premier Infrastructure and Energy for the underground utility mark-out work and is hereby requesting the Town's approval of these subcontractors for this specialty work.

Page 6

John Tassone, Deputy Commissioner Town of Oyster Bay Department of Public Works August 20, 2020

Our work assumes that the existing electrical service capacity of the facility is adequate to support the new electrical loads. Should improvements to the existing facility electrical service be required, a separate proposal can be developed to address this work.

If you have any questions regarding this proposal, please feel free to call me at (516) 364-9890, Ext. 3005.

Very truly yours

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

SAF/PRSt/kb,cf

cc: M. Russo (TOB-Eng)
P. Sachs (D&B)

+PX10713\SAF080720JT-Lin(R03)

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandism dated November 22, 2019, advised that, pursuant to the Town of Cyster Bay Procurement Policy, a request for proposals (RFP) to procure On-Call Engineering Services relative to Structural Engineering, Contract No. PWC19-20, to the Town for a two (2) year term commencing on January 1, 2020 through December 31, 2021, and the Department of Public Works received eight (8) responses by the October 16, 2019 response date was issued and was placed on the Town of Cyster Bay website; and

WHEREAS, following a review and evaluation of said eight (8) responses by an RFP review committee, based on the established criteria in conjunction with a set of guidelines for the purpose of choosing the most qualified firms, in compliance with requirements of Guidelines 6 and 9 of the Town's Procurement Policy, Commissioner Lenz, by said memorandum, requested that the Town Board authorize the Department of Public Works to utilize the services of Cameron Engineering & Associates, LLP, D & B Engineers & Architects, P.C., LiRo Engineers, Inc., and Lockwood, Kessler & Bartlett, Inc., in accordance with the specifications contained in the RFP for the purposes of providing On-Call Engineering Services relative to Structural Engineering services to the Town,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted and approved, and the Department of Public Works is hereby anthorized to utilize the services of Cameron Engineering & Associates, LiP, D & B Engineers & Architects, P.C., LiRo Engineers, Inc., and Lockwood, Kessler & Bartlett, Inc., under contract No. PWC19-20, for the purposes of providing On-Call Engineering Services relative to Structural Engineering to the Town for a period of two (2) years, commencing on January 1, 2010 through December 31, 2021.

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

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

Bownwed By Office of Town Attorney

Reviewed By Office of Town Attorney

WHEREAS, by Resolution No. 806-2019, adopted on December 10, 2019, the Town Board authorized LiRo Engineers, Inc, to provide the Town of Oyster Bay with engineering services pursuant to Contract No. PWC07-20, On-Call Engineering Services relative to Civil Engineering in the Town of Oyster Bay for a term of two years, commencing on January 1, 2020 through December 31, 2021; and

WHEREAS, Michael A. Smith, Senior Vice President, LiRo Engineers, Inc, by letter dated September 11, 2020, described the scope of work to be performed under Contract No. PWC07-20 regarding the design, bid, and construction inspection services regarding the replacement of three synthetic turf fields at Field of Dreams Park, Massapequa, in an amount not to exceed \$149,455.88;

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated September 25, 2020, requested that the Town Board authorize LiRo Engineers, Inc. to perform the aforesaid services relative to Contract No. PWC07-20; and

WHEREAS, Commissioner Lenz, by said memorandum, further requested that the Town Board authorize and direct the Town Comptroller to issue an encumbrance order, in an amount not to exceed \$149,455.88, to satisfy said engineering costs, and advised that funds to satisfy said engineering costs are available in Account No. PKS H 7197 20000 000 2002 001; and

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

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and LiRo Engineers, Inc. is authorized to provide the aforementioned engineering services pursuant to On-Call Engineering Services relative to Structural Engineering in the Town of Oyster Bay in connection with Contract No. PWC07-20, and it is further

RESOLVED, that the Comptroller is authorized to issue an encumbrance order, in an amount not to exceed \$149,455.88, to satisfy said engineering costs, with funds to be drawn from Account No. PKS H 7197 20000 000 2002 001.

#...

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

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

TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

September 25, 2020

TO

: MEMORANDUM DOCKET

FROM

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

SUBJECT : ON-CALL CONSULTANT SERVICE REQUEST

CONTRACT NO. PWC07-20 CIVIL ENGINEERING

ACCOUNT NO.: PKS H 7197 20000 000 2002 001

PROJECT ID NO. 2002PKSA-03

The consultant, LiRo Engineers, Inc. has been approved by the Commissioner of Public Works to provide technical services under On-Call Contract No. PWC07-20 by Resolution No. 806-2019 for the subject project. Funds have been made available by the Director of Finance.

Attached is a letter dated September 11, 2020 from LiRo Engineers, Inc., regarding the scope of work to be performed in an amount not to exceed \$149,445.88. Services to be provided include design, bid, and construction inspection regarding the replacement of three synthetic turf fields at Field of Dreams Park, Massapequa. The existing synthetic turf was placed in 2009. The fields have 12 years of play time on them. The turf fibers are beyond their useful life and replacement is necessary.

Attached is an availability of funds in the amount of \$149,445.88 to satisfy said engineering costs from the Office of the Director of Finance indicating that funds are available in Account No. PKS H 7197 20000 000 2002 001.

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

It is hereby requested that the Town Board authorize, by Resolution LiRo Engineers, Inc. under Contract No. PWC07-20, On-Call Engineering Services Relative to Civil Engineering and reguests that the Comptroller be directed to issue an encumbrance order for this purpose.

> RICHARD W. LENZ, P.E. COMMISSIONER

DEPARTMENT OF PUBLIC WORKS/HIGHWAY

cc: Steven Ballas, Comptroller Joseph G. Pinto, Commissioner/Parks

PWC07-20 Docket-LiRo 149445



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



Requesting Division/Department THIS SECTION TO BE COMPLETED BY DEPARTMENT ADMINISTERING ON-CALL CONSULTANT CONTRACT PWC07-20 Contract Number January 1, 2020 through December 31, 2021 Contract Period LiRo Engineers, inc. Consultant/Contractor Civil Engineering Discipline Total Authorization 806-2019 Resolution No. Funded To Date \$149,445.88 Amount Requested 2002 PKSHO3 Account To Be Used If Capital Account, State The Related Contract Number: Description Of Work If a Capital Account is used and work is not related to a Capital Project, specify the nature of the requested service that qualifies it as a Capital Expense. Funds are required for design, bid, and construction inspection services regarding the replacement of three synthetic turf fields at Field of Dreams Park Yes Work To Be Completed In Contract Period: A "No" response will require Town Board authorization to extend the contract period. Mo Required Insurances Are In Effect: A "No" response will prevent further processing of this form, Required 50% Performance Bond For This Request in Effect Amount of Bond DPW Approval Requesting Division/Department Only To Be Executed By The Commissione Signature Signature Commissioner of Public Works 9/21 Date THIS SECTION TO BE COMPLETED BY THE DIRECTOR OF FINANCE Unemoumbered oa it With The Nature Of Work Listed Above? Date Signature



TOWN OF OYSTER BAY

WORK ORDER



This Section To Be Comple	≱ted By The Department C	Of Public Works	······································
Work Order No.			·
	Contract Start_	1/1/2020	<u>-</u> -
Contract No. PWC07-20	Contract End_	12/31/2021	
Commencement Date	e		
No claim shall be paid for work p	•		
Vendor Name and Address			
,	Ro Engineers, Inc.		•
	3 Aerial Way		
Sy	osset, NY 11791	,	***************************************
Requesting Town Department			
Contact	Влал Kunzig	Phone	677-5741
Description of Work to be Performed (Attach Deta	If Necessary)	•	
Funds are required for design	ın, bid, and construction ir	rspection service	s
regarding the replacement of the	ee synthetic turf fields at I	Field of Dreams I	Park.
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This work order shall not exc	eed \$		149,445.88
Please notify the above mentioned con			
Requesting Division/Departmen			: Works Approval
			The Commissioner
Signature Janh	Signature S	The Cal	delen
Title Parts Commission			er of Public Works
9/12/20	.— Date	9/21/	20
Date 1/(४) ৰট			
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Three Aeriel Way, Syosset, MY 11791 | Telephone 516.938.3476 | Faceimile 516.937.5421 | www.liro.com

September 11, 2020

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

Re: On Call Engineering Services Contract No. PWC07-20 Field of Dreams Turf Replacement Design - Massapequa, NY

Dear Commissioner Lenz.

LiRo Engineers Inc. (LiRo) is pleased to provide the below cost proposal for engineering services related for the above referenced project.

Project Understanding:

It is our understanding that the Town of Oyster Bay is seeking to replace the existing turf and evaluate the existing drainage beneath the three athletic fields located at the Field of Dreams Park in Massapequa, New York. The practice field (Field 1) located furthest to the west is approximately 42,000 sq. ft. The remaining two multi-purpose fields located in the middle (Field 2) and furthest to the east (Field 3) are approximately 80,600 sq. ft. and 77,400 sq. ft., respectively. Field 1 will be maintained as a practice field. Field 2 will consist of boy's and girl's lacrosse, football, and a full-size soccer field. The layout will be designed to replicate the Allen Park West field. Field 3 will consist of a full-size soccer field, 3/4 Soccer field, and a boy's and girl's lacrosse field.

All three fields exhibited weed growth and erosion/exposed wet soil along the perimeter, which is indicative of drainage issues caused by water ponding. Standing water was identified at several locations throughout the site during our inspection on August 20, 2020. Standing water in several drainage structures was also identified. The intent of this proposal is to prepare turf replacement and drainage improvement design plans for each field, bid services, and construction inspection services. LiRo anticipates providing the following:

Design Plan Services:

- LiRo will review the existing as-built drawings to verify below grade construction components.
- The existing field conditions will be surveyed to collect existing elevations. These elevations
 will be used to design proposed elevations in order to provide adequate slopes to re-direct the
 runoff from rainfall events into the existing drainage.
- Prepare an Existing Conditions Plan to reflect any changes which have occurred since the as built was prepared.
- Prepare a Demolition Plan for the removal and capping of the irrigation system currently in service for the fields and to delineate the existing turf removal limits for each field.
- A proposed Site Plan will be developed to reflect the limits of each artificial turf field.
- A new grading and drainage plan for each artificial turf will be developed.

Integrated Construction, Design, and Technology Solutions



- Construction details shall be provided for each artificial turf field and any drainage improvements beneath each turf field.
- Contract specifications and engineers cost estimate will be prepared and provided to the Town.

Contract Administration Services:

LiRo will assist the Town with the contract administration and provide the required construction support services for the duration of construction through the close of the contract. LiRo will provide professional engineering expertise to review shop drawings, cut sheets, and materials. We will review and recommend the use of subcontractors and material suppliers, if required. We will review the documents submitted by the contractor, review the construction schedule, contractor's change orders requests, noncompliance issues, and dispute work documents, as necessary. LiRo will provide approved documents to the Town. We will respond to Request for Information (RFis) promptly, and provide clarifying documentation as needed. Upon completion of construction, LiRo will review the contractor's record documents and prepare the final closeout for the project.

Construction Inspection:

LiRo will provide a part-time inspector during construction for each field. The anticipated inspection hours are provided in the attached cost breakdowns. Prior to the start of construction, LiRo will develop a meeting agenda and organize a pre-construction meeting, outlining the project scope including the details and milestones. LiRo will continue to complete weekly or biweekly meetings during construction, as required and establish the agenda by reviewing all preceding work and anticipating work to be completed for the following week. LiRo will organize meetings with the necessary parties involved to resolve field conflicts that may arise during construction. Our project manager will review and approve the contractor's project schedule and enforce the contractor's milestone to ensure the project proceeds as scheduled. LiRo will prepare meeting minutes and distribute them to all meeting attendees.

The LiRo inspector will oversee the construction activities on a part-time basis, assuring that the work conforms to the contract plans and specifications. LiRo will maintain inspection records of the contractor's progress throughout construction and will retain copies of delivery tickets for construction materials delivered to the site. All the tickets will be organized and provided to the Town at the end of the project. LiRo will review payment requisitions provided by the contractor and ensure work is satisfactorily completed and milestones met, prior to approval.

LiRo will develop a final punch list. The final punch list will be satisfied before finalizing the closeout of the project. LiRo will review final documents, including bonds, record documents, operations and maintenance manuals, and open change orders to ensure conformity prior to finalizing the closeout documents. LiRo will review documents for approval, discuss with the town, and provide recommendation prior to releasing the final payment.



Compensation:

We propose to provide the above design and construction administration services for the lump sum cost of \$149,445.88 as indicated in attached cost breakdown for each athletic field.

LiRo will invoice the project on a monthly basis as per our contract terms. It has been a pleasure to prepare this proposal, and we look forward to working with you on this project. If you find the terms and conditions described above acceptable, please indicate your acceptance.

Sincerely,

Mos

Michael A. Smith, P.E. Senior Vice President



LIRo Engineers, Inc.

PERSONNEL HOURS AND GOST ESTIMATE

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PERSONNEL HOURS AND COST ESTIMATE

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BENGINEERING SERVICES FOR FIELD OF DREAMS TURF REPLACEMENT Field 3 - East Field: G/B Soccer and G/B Lacrosse

PERSONNEL HOURS AND COST ESTIMATE

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WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated November 22, 2019, advised that a Request for Proposals for On-Call Engineering Services relative to Civil Engineering, in the Town of Oyster Bay, Nassan County, New York, in accordance with the specifications contained in Contract No. PWC07-20, for a two (2) year term contract commencing January 1, 2020 through December 31, 2021 was issued to nine (9) firms, and was placed on the Town of Oyster Bay website; and

WHEREAS, in response to that Request for Proposals, sixteen (16) responses were timely received by the Division of Engineering; and

WHERBAS, Commissioner Lenz, by said memorandum, stated that after review of the Division of Engineering's preliminary recommendations, including the current workload performed in compliance with the requirements of Guideline 9 of the Town of Oyster Bay Procurement Policy, the Department has selected AECOM USA, Inc., D&B Engineers & Architects, P.C., de Bruin Engineering, P.C., H2M Engineers, Architects, Land Surveying & Landscape Architecture, D.P.C., Liko Engineers, Inc., Lockwood, Kessier & Bartlett, Inc., and N&P Engineering, Architecture and Land Surveying, PLLC; and

WHEREAS, the Department of Public Works requested that the Town Board anthorize the Department of Public Works to enter into an agreement with AECOM USA, Inc., D&B Engineers & Architects, P.C., de Bruin Engineering, P.C., H2M Engineers, Architects, Land Surveying & Landscape Architecture, D.P.C., LiRo Engineers, Inc., Lockwood, Kessler & Bartlett, Inc., and N&F Engineering, Architecture and Land Surveying, PILC, to provide On-Call-Engineering Services relative to Civil Engineering, in accordance with the specifications contained in Contract No. PWC07-20, for a two (2) year term, commencing on January 1, 2020 through December 31, 2021.

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. PWC14-20 with AECOM USA, Inc., D&B Engineers & Architects, P.C., de Bruin Engineering, P.C., HZM Engineers, Architects, Land Surveying & Landscape Architecture, D.P.C., LiRo Engineers, Inc., Lockwood, Kessler & Bartlett, Inc., and N&P Engineering, Architecture and Land Surveying, P.L.C., in accordance with the provisions thereunder for a two (2) year term, commencing on January 1, 2020 through December 31, 2021.

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

Supervisor Saladino Aye
Councilman Muscarelia Aye
Councilman Macagnone Aye
Councilman Macagnone Recused
Councilman Imbroto Aye
Councilman Hand Aye
Councilman Labriola Aye



WHEREAS, by Resolution No. 810-2019, adopted on December 10, 2019, the Town Board authorized the Department of Public Works to enter into an agreement with Lockwood, Kessler & Bartlett, Inc., pursuant to Contract No. PWC19-20, On Call Engineering Services Relative to Structural Engineering, Bulkhead Replacement at John J. Burns Park; and

WHEREAS, Brian Ednie, P.E., Vice President, Lockwood, Kessler & Bartlett, Inc., by letter dated November 13, 2020, requested authorization to retain, as sub-consultants, Gayron de Bruin Land Surveying and Engineering, P.C., to perform topographical surveying services; Chesterfield Associates, Inc., to provide services regarding exposing two existing tie rods and "deadmen"; and Municipal Testing Laboratory, Inc., to perform seven borings along the bulkhead and prepare a geotechnical report, pursuant to the requirements of Contract No. PWC19-20; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated November 20, 2020, requested Town Board authorization for Lockwood, Kessler & Bartlett, Inc. to retain, as a sub-consultants, Gayron de Bruin Land Surveying and Engineering, P.C., Chesterfield Associates, Inc. and Municipal Testing Laboratory, Inc. to perform the aforesaid services relative to Structural Engineering Contract PWC19-20, On Call Engineering Services Relative to Structural Engineering, Bulkhead Replacement at John J. Burns Park; and

WHEREAS, Commissioner Lenz, by said memorandum, further advised that the Office of the Inspector General has reviewed the Contract documents, the proposed vendors' disclosure questionnaire and the sub-consultant's disclosure questionnaires and is satisfied that the Procurement Policy has been fulfilled, and

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 retain Gayron de Bruin Land Surveying and Engineering, P.C., Chesterfield Associates, Inc. and Municipal Testing Laboratory, Inc. to perform the aforesaid services relative to Structural Engineering Contract PWC19-20, On Call Engineering Services Relative to Structural Engineering, Bulkhead Replacement at John J. Burns Park.

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

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

Reviewed By Office of Town Attorney

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

November 20, 2020

TÓ:

MEMORANDUM DOCKET

FROM:

RICHARD W. LENZ, P.E., COMMISSIONER

DEPARTMENT OF PUBLIC WORKS/HIGHWAY

SUBJECT:

USE OF SUB-CONSULTANT

ON CALL ENGINEERING SERVICES RELATIVE TO STRUCTURAL

ENGINEERING

BULKHEAD REPLACEMENT AT JOHN J. BURNS PARK

CONTRACT NO. PWC19-20

The office of Lockwood, Kessler, & Bartlett, Inc. has been authorized and directed by Resolution No. 810-2019 dated December 10, 2019 to proceed with Engineering Service relative to Structural Engineering Contract No.PWC19-20. Attached is a letter dated November 13, 2020 concerning a request by Lockwood, Kessler & Bartlett, Inc. to be authorized to use, as a sub-consultant, Chesterfield Associates, Inc. for exposing two (2) existing tie rods and deadmen, Gayron de Bruin Land Surveying and Engineering, P.C. to perform the Topographical Survey, and Municipal Testing Laboratory, Inc. to perform soil borings and prepare a geotechnical report

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

Therefore, it is hereby requested that Lockwood, Kessler, & Bartlett, Inc. be authorized by resolution to use, as a sub-consultant, Chesterfield Associates, Inc., Gayron de Bruin Land-Surveying and Engineering, P.C. and Municipal Testing Laboratory, Inc., relative to Bulkhead Replacement at John J. Burns Park Contract No.PWC19-20

RICHARD W. LENZ P.E. COMMISSIONER

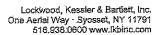
DEPARTMENT OF PUBLIC WORKS/HIGHWAY

RWLUT/MR/TLS/lk Attachments

CC:

Steve Ballas, Comptroller

PWC19-20 use of sub consultant lkb





November 13, 2020

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

Re: John J. Burns Park Bulkhead Study

Dear Mr. Tassone

We request that the Town authorizes LKB to procure the services of the following companies to obtain field data for use in the John Burns Park Bulkhead Study:

- Gayron de Bruin Land Surveying and Engineering, PC will perform the Topographical Survey.
 This survey will be utilized for the Bulkhead Study that LKB is currently preparing and will serve as the base mapping for the subsequent contract drawings.
- 2. Chesterfield Associates, Inc., will expose two (2) existing tie rods and deadmen. The work will be performed at locations at either end of the bulkhead in grassy areas that will not disturb the existing roadway or curbs. LKB engineers will be present during the work and will inspect the exposed tie rods to determine their structural condition and capacity to be reused for the future bulkhead. After the inspection, Chesterfield will bury the exposed tie rods by backfilling and compacting the excavated materials and add sod.
- Municipal Testing Laboratory, Inc., will perform seven (7) borings along the length of the 2000 foot long bulkhead and prepare a geotechnical report. The borings will be performed in grassy areas and will not disturb any roadway pavement.

Please contact me should you have any questions.

Very truly yours,

LOCKWOOD KESSLER AND BARTLETT, INC.

Brian Ednie, PE

Vice President

AN EQUAL OPPORTUNITY EMPLOYER