Meeting of May 4, 2021

RESOLUTION P-8-2021

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

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

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

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

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

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

APPROVED.

Meeting of May 4, 2021

Resolution No. TF-6-2021

ITEM NO. 008-21	DEPT. DPS	AMOUNT \$4,500.00	FROM . DPS A 3010 44900 000 0000
		\$4,500.00	TO DPS A 3010 25000 000 0000
009-21	DDC	¢1 000 00	FROM
003-71	DPS	\$1,000.00	DPS A 3010 44900 000 0000
		\$1,000.00	TO DPS A 3010 47200 000 0000
			FROM .
010-21	EXE	\$310.00	EXE A 1220 47200 000 0000
			TO
		\$310.00	EXE A 1220 22000 000 0000

Reviewed By Office of Town Attorney .

#

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

Supervisor Saladino	Aye
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 16, 2021

TO:

MEMORANDUM DOCKET

FROM:

JUSTIN McCAFFREY, COMMISSIONER, PUBLIC SAFETY

Subject:

TRANSFER OF FUNDS

Town Board authorization is hereby requested for the following transfer of funds:

FROM:

TO:

DPS A 3010 44900 000 0000

DPS A 3010 25000 000 0000

OTHER CONTRACT

GENERAL EQUIPMENT

\$4500.00

\$4500.00

The above transfer is necessary for marine engine specialty tools.

FROM:

TO:

DPS A 3010 44900 000 0000

DPS A 3010 47200 000 0000

OTHER CONTRACT

TRAVEL EXPENSE

\$1000.00

\$1000.00

The above transfer is necessary for attending a training seminar.

Justin McCaffrey

Commissioner of Public Safety

Town of Oyster Bay Inter-Departmental Memo

April 22, 2021

To:

Memorandum Docket

From:

Robert Darienzo, Director of Finance

Subject:

Transfer of Funds

In order to provide funds for a time clock in the Executive Office, the following transfer of funds is hereby requested:

Transfer From:

EXE A

1220 47200

0000 0000

Travel Expense

310.00

Transfer To:

EXE A

1220 22000 000 0000

Office Equipment

310.00

Thank you.

Robert Darienzo Director of Finance

RD/rd

Word/Documents/Docket/TOF 2021 EXE



Reviewed By Office of Town Attorney Elysake-th. A. Janghua WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated April 8, 2021, requested Town Board authorization to enter into contracts with various performers, and/or their agents, for a series of drive-in concerts and movies to be held on the dates and at the locations set forth on Grid A attached hereto and made a part thereof, in connection with the "2021 Music Under the Stars" concert series including "Movies by Moonlight", for a total fee of \$124,200.00, to be drawn from Account No. CYS A 7020 47660 000 0000 Special Events, with the expectation that the \$12,250.00 fee for Fireworks by Grucci, Incorporated, will be reimbursed to the Town by The Friends of the Community Service Department, Incorporated, and Commissioner Fitzgerald, by said memorandum, further requested authorization for her and/or her designee to make changes, as necessary, to the date, time and location of said events; and

WHEREAS, Commissioner Fitzgerald, by said memorandum, further requested Town Board authorization to enter into contracts with various performers, and/or their agents, for a series of drive-in concerts and movies to be held on the dates and at the locations set forth on Grid B attached hereto and made a part thereof, in connection with the "2021 Music Under the Stars" concert series including "Movies by Moonlight", for a total fee of \$17,550.00, including the above-mentioned \$12,250.00 fee for Fireworks by Grucci, Incorporated, all of which shall be paid by The Friends of the Community Service Department, Incorporated, and Commissioner Fitzgerald, by said memorandum, further requested authorization for her and/or her designee to determine the movie selections and locations, and make changes, as necessary, to the date, time and location of said events,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved and the Town Board hereby authorizes the Department of Community and Youth Services to enter into contracts to be executed by the Supervisor or his designee, with various performers, and/or their agents, for the programs located on Grid A attached hereto, in connection with the "2021 Music Under the Stars" series including "Movies by Moonlight", for a total fee of \$124,200.00 to be drawn from Account No. CYS A 7020 47660 000 0000 Special Events, and the Commissioner, Department of Community and Youth Services and/or her designee is authorized to make changes, as necessary, to the date, time and location of said events; and be it further

RESOLVED, That the Town Board hereby further authorizes the Department of Community and Youth Services to enter into contracts to be executed by the Supervisor or his designee, with various performers, and/or their agents, for a series of drive-in concerts and movies to be held on the dates and at the locations set forth on Grid B attached hereto and made a part thereof, in connection with the "2021 Music Under the Stars" concert series including "Movies by Moonlight", for a total fee of \$17,550.00, which shall be paid by The Friends of the Community Service Department, Incorporated, and further authorizes Commissioner Fitzgerald and/or her designee to determine the movie selections and locations, and make changes, as necessary, to the date, time and location of said events, and be it further

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

-#

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

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

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

April 8, 2021

TO:

Memorandum Docket

FROM:

Maureen A. Fitzgerald, Commissioner

Department of Community and Youth Services

SUBJECT: Music Under the Stars Concert Series and Movies By Moonlight

The Department of Community & Youth Services requests Town Board authorization to sign contracts with various performers, and/or their agents for a series of drive-in concerts and movies for the 2021 "Music Under the Stars" concert series including Movies by Moonlight. All concerts will be held at TOBAY Beach and movies will be held at various parks.

The attached **Grid A**, details fees for the performances and services that will be paid by the Town of Oyster Bay. The fees total \$124,200.00 and will be paid from Account No. CYS A 7020 47660 000 0000, Special Events. In accordance with the Town of Oyster Bay's Procurement Policy these musicians are exempt from the solicitation and written proposal requirements. The Office of the Inspector General is satisfied that the Procurement has been fulfilled. The fee for Fireworks by Grucci, Incorporated, of \$12,250.00, will be reimbursed to the Town of Oyster Bay by The Friends of the Community Service Department, Incorporated. Any additional purchase and/or service orders related to these events shall be pursuant to the Town's Procurement Policy and charged to an appropriate account.

The attached **Grid B**, details fees for the performances and services that will be paid by *The* Friends of the Community Service Department, Incorporated. The total of \$17,550.00 includes the reimbursement to the Town of Oyster Bay for Fireworks by Grucci, Incorporated. The movie selection and locations have yet to be determined and we request that the Town Board authorize the Commissioner of the Department to make that determination.

Therefore, it is respectfully requested that the Town be permitted to sign contracts and that the Commissioner of the Department be authorized to execute said contracts for said purpose. The Department also requests authorization for the Commissioner of The Department and/or her designee to make changes, as necessary, to the date, time and location of said events as physical distancing regulations permit.

Maureen A. Fitzgerald (8)

Commissioner

MAF:kf Attachments

Music Under The Stars 2021

Town Of Oyster Bay

Grid A

	Location	Check made payable to	Amount
Tobay Beac	Tobay Beach, Massapequa	LuciLu Productions, Inc.	\$22,800
Tobay Beac	Tobay Beach, Massapequa	BonJourneyNY	\$2,200
Tobay Beac	Tobay Beach, Massapequa	Back Stage Pass Media Productions Inc.	\$6,000
Tobay Beac	Tobay Beach, Massapequa	LuciLu Productions, Inc.	\$22,800
Tobay Beac	Tobay Beach, Massapequa	Lorenzo Bell	\$1,600
Tobay Beac	Tobay Beach, Massapequa	Gary Weinlein	\$2,800
Tobay Beac	Tobay Beach, Massapequa	Coallier Entertainment	\$3,500
Tobay Beac	Tobay Beach, Massapequa	Stephen Jaworowski	\$1,750
Tobay Beac	Tobay Beach, Massapequa	Disco Unlimited Inc.	\$4,000
Tobay Beac	Tobay Beach, Massapequa	Big Shot Tribute Band, Corp.	\$10,950
Tobay Beac	Tobay Beach, Massapequa	Cathy SantoPietro	\$500
Tobay Beac	Tobay Beach, Massapequa	Big Green Van Entertainment LLC	000'9\$
Tobay Beac	Tobay Beach, Massapequa	NJ Star Productions, Inc.	\$4,500
Tobay Beac	Tobay Beach, Massapequa	Fireworks by Grucci, Inc.	*\$12,250
Tobay Beac	Tobay Beach, Massapequa	LucíLu Productions, Inc.	\$4,300
Tobay Beac	Tobay Beach, Massapequa	Dr. K's Motown Revue	\$3,000
Tobay Beac	Tobay Beach, Massapequa	Anthony Garofalo	\$3,500
Tobay Beac	Tobay Beach, Massapequa	LuciLu Productions, Inc.	\$3,250
Tolialy Bear	Tobay Beach, Massapequa	Brian Rosenberg NY	\$5,000
Tobay Beac	Tobay Beach, Massapequa	Frank Bellucci	\$3,500
		Total	\$124,200

7/22/2021 7/24/2021

7/10/2021

7/8/2021

7/6/2021

7/13/2021 7/15/2021 7/17/2021 7/20/2021 7/27/2021 7/27/2021 7/29/2021

7/31/2021

8/3/2021

8/3/2021

8/10/2021 8/11/2021 8/12/2021

8/7/2021

8/5/2021

* To be reimbursed to the Town by The Friends of the Community Service Department, Incorporated

Music Under The Stars 2021

The Friends of the Community Service Department, Incorporated

Grid B

Date	Location	Check made payable to	Amount
7/7/2021	To Be Determined	Swank Motion Pictures, Inc.	\$500
7/14/2021	To Be Determined	Swank Motion Pictures, Inc.	\$500
7/21/2021	To Be Determined	Swank Motion Pictures, Inc.	\$500
7/28/2021	To Be Determined	Swank Motion Pictures, Inc.	\$500
8/3/2021	Tobay Beach, Massapequa	Town of Oyster Bay (Fireworks reimbursement)	\$12.250
8/4/2021	To Be Determined	Swank Motion Pictures, Inc.	\$500
8/14/2021	Tobay Beach, Massapequa	Dreamkast Inc.	\$2,800
		Total	\$17,550

Drive-in and Carnival equipment for the Series will be procured through Town of Oyster Bay Bid Nos. SO068-21 & SO068A-21

Reviewed By Office of Town Attorney

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated April 8, 2021, requested that the Town Board authorize the Department to permit the Saint Francis Hospital Community Outreach Bus to provide screening for diabetes and cholesterol, to take blood pressure readings and to provide appropriate patient education and referrals as needed, from July 12, 2021 to October 31, 2021 at various Town of Oyster Bay Parks and Community Centers; and

WHEREAS, this Town Board deems this event to be an appropriate and worthwhile endeavor, and one which shall benefit the residents of the Town of Oyster Bay,

NOW, THEREFORE, BE IT RESOLVED, that the Town Board approves the abovementioned request, and hereby authorizes the Department of Community and Youth Services to permit the Saint Francis Hospital Community Outreach Bus to provide screening for diabetes and cholesterol, to take blood pressure readings and to provide appropriate patient education and referrals as needed, subject to the following terms and conditions:

- 1. The use of all Town property and equipment shall be in conformance with the direction of the Town of Oyster Bay, and its duly designated representatives.
- 2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of all Town property and equipment, and in the conduct of the aforesaid activities.
- 3. The said organization shall file a certificate of insurance with the Office of the Town Clerk, indicating said organization maintains general liability insurance, in the amounts of \$2,000,000.00 bodily injury and \$1,000,000.00 property damage, and naming the Town as an additional insured, in connection with the afore-described activity.
- 4. 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.

#

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

91195

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

April 8, 2021

TO:

Memorandum Docket

FROM:

Maureen A. Fitzgerald, Commissioner

Department of Community and Youth Services

SUBJECT:

Saint Francis Hospital Outreach Bus

The Department of Community and Youth Services requests Town Board authorization to permit the services of the Saint Francis Hospital Community Outreach Bus from July 12, 2021 to October 31, 2021 at Town Parks and Community Centers.

The Community Outreach Bus will provide screening for Diabetes and Cholesterol, take blood pressure and give appropriate patient education and referrals as needed.

A certificate of Liability Insurance, naming the Town of Oyster Bay as an additional insured, and a copy of their Automobile Insurance have been approved "as to form" and are attached. There will be no costs incurred by the Town for these services.

Maureen A. Fitzgerald

Commissioner

MAF:dw Attachments

ACORD	

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERENCE OF MICHAEL PROPERTY PROCESS CERTIFICATE DOES NOT APPRIATIVELY ON RECOVERATIVELY ARREND, DETROIT OF A THE CONTROL OF PROCESS CERTIFICATE DOES NOT APPRIATIVELY ON RECOVERATIVELY ARREND, DETROIT OF A THE PROCESS CERTIFICATE OF RECOVERATIVELY ON RECOVERAGE APPRIATION OF THE PROCESS CERTIFICATE THE CONTROL OF PROCESSOR, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate indeer is an ADDITIONAL INCURED, the policy of rain policies stay require an endorsement of the Subsection of the Walkeds, particle to the items and contitions of the policy, certain policies stay require an endorsement of the Subsection of the Walkeds, particle to the items and contitions of the policy, certain policies stay require an endorsement of the subsection of the certificate holder in files of section victorementation. Subsection of the Walkeds replicate to the items and contitions of the policy, certain policies stay require an endorsement of the policy of the policy, certain policies stay require an endorsement of the policy of the policy, certain policies stay require an endorsement of the policy of the p	A	CORD (ER	TIF	ICATE OF LIA	BILI	TY INS	URANC	E		(MMPDD/YYYY) (15/2021
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ACORD 25 (2015/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DDAYYY) 04/05/2021

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 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). ONTACT Wills Towers Watson Certificate Center Willis Towers Watson Northeast, Inc. ONE C, No. Ext): 1-877-945-7378 FAX Not: 1-888-467-2378 o/o 25 Century Blvd <u>Mest</u> certificabes@willis.com P.O. BOX 305191 Nashvilla, TN 372305191 USA Insurer(8) affording coverage MAIC# RYC Ynsurance Company Inc INSURERA I INSURER B Catholic Health Services of Long Taland 992 North Willege Avenu NSURERC: Rockvilla Centre, NY 11579 HISLINGELD ; risdrer et : CERTIFICATE NUMBER: W20639632 COVERAGES REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ACCL SUBR POLICY EFF | POLICY EXP TYPE OF INSURANCE X COMMERCIAL GENERAL LIABILITY 1,000.000 DAMAGE TO RENTED PREMISES (Ea occurence) CLAIMS-MADE X OCCUR 50,080 10,000 MED EXP (Any one parson) ¥ 11/01/2020 12/01/2021 1-EVCGD-00-2025 1,000,000 PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER: 2,000,000 GENERAL AGGREGATE 」。 「 」 Loc 2,000,000 POLICY PRODUCTS - COMPIOP AGE DTHER Maineo Single Limit accident) AUTOMOBILE LIABILITY OTUA YAA BODILY MULRY (Perperson) SCHEDULED AUTOS NON-OWNED AUTOS ONLY VILLOR ONTA BODRLY INJURY (Periodidant) PROPERTY DAMAGE HIRED AUTOS ONLY UMBRELLA LIAS EACH OCCURRENCE OCCUR EXCESS LIAB CLAIMS-MADE AGGREGATE RETENTIONS DED Workers Compensation And Employers' Liability STATUTE E.L. EACH ACCIDENT NYPROPRIETOR/PARTNER/EXECUTIVE OFFICERA/ENBER EXCLUDED? of-Hoensmere excluded i Mandatory in NH Tyes, datends under DESCRIPTION OF OPERATIONS below E.L. DISEASE - EA EMPLOYEE S E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS (LOCATIONS (VEHICLES (ACORD 101, Addesonal Remarks Schedule, may be attached if more apace is required) This Voids and Replaces Praviously Issued Certificate Dated 10/22/2020 WITH ID: W18305647; Re: Community Outreach Bos site visits Town of Oyster Bay is included as Additional Insured as respects to General Liability. CERTIFICATE HOLDER CANCELLATION Should any of the above described policies be dancelled before The expiration data thereof, notice will be delivered in accordance with the policy provisions. Reviewed By Office of Town Alberney authorized représentative Town of Overer Bay 977 Ricksville Road

ACORD 25 (2016/03)

Massagequa, NY 11758

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SI ID: 20942889

BATCR: 2045006

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insurad Person(s) Or Organization(s)

The Town of Oyster Bay 977 Hicksville Road Massapequa, NY 11758

As respects to St. Francis Hospital Mobile Outreach Bus

information regulated to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

Reviewed By.
Office of Jown Attorney

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@ISOProperties, Inc., 2004

Page 1 of 1

AGENCY	CUSTOMER	ΙĊ
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ACORD

ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

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ADDITIONAL REMARKS

this additional remarks form is a schedule to acord form,

FORM NUMBER: 25 FORM TITLE: Cartificate of Mability Insurance

Locations & Dates:

7/12/21 - 10 AM-2PM Plainview-Old Ber 7/22/21 - 10AM-2PM Glen Boad Commun.

Plainview-Old Bethpaga Community Park

6/04/21 - 10AM-2PM ,

Glen Head Community Center Sethpage Skating Park

8/18/21 - 10AM-2PM

Sydaset - Woodbury Fark Community Center

8/20/21 - 10AM-2PM

Majoria R. Post Community Park

· · · Reviewed By Office of Town Aironey

ACORD 101 (2008/01)

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SR ID: 20942889

BATCH: 2045006

CERT: W20638632

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated April 9, 2021, recommended that the Town Board authorize a refund in the amount of \$350.00 be paid to Mr. Kyle Henderson, 115 Pequa Place, Massapequa, New York, 11758, for fee paid for Youth Ice Hockey registration, because of his child's inability to participate,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted and approved, and the Department of Parks is hereby authorized to issue a refund to Mr. Kyle Henderson, in the amount of \$350.00, from Account No. PKS A 0001 02025 523 0000, and payment of said refund is to be made upon presentation of a duly certified claim, after audit by the Comptroller.

-#-

Reviewed By
Office of Town Attorney

Callple F. Dualley

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 9, 2021

SUBJECT:

Kyle Henderson REFUND REQUEST for TOB Spring Ice Hockey House League

Attached please find materials related to a refund request by Mr. Kyle Henderson, who is requesting a refund for his payment made for his son Collin Henderson to participate in the Town of Oyster Bay's Youth Ice Hockey Program, which he cannot attend due to a scheduling conflict.

The Department of Parks respectfully requests Town Board approval for his refund in the amount of Three Hundred Fifty and 00/100 Dollars (\$350.00).

Please make the check payable to "Kyle Henderson" and mail it to the following address:

Kyle Henderson 115 Pequa Place Massapequa, NY 11758

Kindly debit the following account: PKS A 0001 02025 523 0000

It is the recommendation of the undersigned that this refund be approved.

Thank you,

COMMISSIONER OF PARK

JGP/sc

From: Kyle Henderson

Sent: Wednesday, March 31, 2021 9:05 AM

To: Jonathan Wing < wing@ovsterbay-nv.gov>

Cc: Matt Kiderman < mkiderman@gmail.com >; Bernard Deschamps < BDeschamps@oysterbay-ny.gov >; 'oldhckypro@aol.com' (oldhckypro@aol.com) <oldhckypro@aol.com>; John Look (LOOK9@OPTONLINE.NET) <look9@optonline.net>; LPKOFNOFO@OUTLOOK.COM; Patricia Woodstock pwoodstock@oysterbay-ny.gov> Subject: Re: 2021 TOB Spring House League - Evaluations for House League 10U Teams

Hi Jonathan,

Looks like you guys deposited my check, Please see attached. What is the process of refunding me the \$350?

Please advise.

KH

516 242 4197

On Mon, Mar 22, 2021 at 9:12 AM Jonathan Wing < iwing@ovsterbay-ny.gov > wrote:

Hi Mr. Henderson

According to our records you paid by check. We haven't deposited your check yet so we will void the check.

Thank you for your email and hope to see you at a future TOB hockey program.

From: Kyle Henderson

Sent: Monday, March 22, 2021 8:37 AM

To: Jonathan Wing < iwing@ovsterbay-ny.gov>

Cc: Matt Kiderman@gmall.com>; Bernard Deschamps < BDeschamps@ovsterbay-ny.gov>; 'oldhckypro@aol.com' (oldhckypro@aol.com) <oldhckypro@aol.com>; John Look (LOOK9@OPTONLINE.NET) look9@optonline.net>; LPKOFNOFO@OUTLOOK.COM

Subject: Re: 2021 TOB Spring House League - Evaluations for House League 10U Teams

Hi Jonathan,

Unfortunately, these times arent going to work for my schedule. Can you please REMO from this league / season and do not process my check / payment

Please advise.

Thank you

KH

516 242 4197

Approved

Sarah Cimino

Subject: Attachments: FW: 2021 TOB Spring House League - Evaluations for House League 10U Teams Screen Shot 2021-04-07 at 11.10.26 AM.png

From: Kyle Henderson 🚄

Sent: Wednesday, April 7, 2021 11:12 AM To: Sarah Cimino <scimino@oysterbay-ny.gov>

Subject: Fwd: 2021 TOB Spring House League - Evaluations for House League 10U Teams

----- Forwarded message -----

From: Patricia Woodstock < pwoodstock@oysterbay-ny.gov>

Date: Wed, Mar 31, 2021 at 2:23 PM

Subject: RE: 2021 TOB Spring House League - Evaluations for House League 10U Teams

To: Kyle Henderson , Jonathan Wing

The refund has already been brought to the Accounting Department, Sarah Cimino, 516-797-4152. If you have any further questions, please feel free to reach out to her.

We apologize for the confusion.

Respectfully,

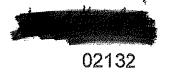
Trish Woodstock



Patricia A. Woodstock Town of Oyster Bay Parks Department 977 Hicksville Road Massapequa, NY 11758 516-797-4105



TOWN OF OYSTER BAY Department of Parks GENERAL RECEIPT



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Street /15 PERUA	PL.	Age
Town MASSA PUTSUA	ZIP /1758	Day Hour
Activity SPRTUL 168	Hacker Location	BETHPREE
Mo./ Day/ Year	Received By	Fee \$ 350
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Pink - Program Head Gold - Registrant	- -	Check D

TOWN OF OYSTER BAY

PKS41110 SUMMARY OF BANK DEPOSIT REPORT

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SIGNATURE OF AUTHORIZED EMPLOYEE

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PKS21112D

Deposit cash or checks at most those ATAs. An image of your check can be printed on your receipt.

Hy Transaction Suggery

Transaction #29 Account Number Ending In: Checking Deposit

8050 00.000,7\$

Cash In

\$650.00

Further review way result in delayed availability of this deposit

JPMorgan Chase Bank, H.A. Massapemia, Branch 747344 1-800-935-9935

Your satisfaction matters. Share your feedback at: chase.com/sendusfeedback

Newber FOIC, Equal Housing Lender Please keep your receipt 03/30/2021 03:10

Business Date 03/30/2021 Session #6

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Check 203

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Transaction category: 2 Merchant name: 🖫

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Front View | Back view | Both sides | Print Image & details

REVIEWED BY
Office of Town Attorney

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated April 8, 2021, recommended that the Town Board authorize a refund in the amount of \$1,740.00 be paid to Jonathan Blind, of payment made for a boat slip at Tappen Beach Marina, Glenwood Landing, cancelled due to unforeseen circumstances,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Department of Parks is hereby authorized to issue a refund in the amount \$1,740.00 to Jonathan Blind, from Account No. PKS A 0001 02025 526 0000 and payment of said refund is to be made by the Comptroller, upon presentation of a duly certified claim, after audit.

#

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

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

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

TO:

MEMORANDUM DOCKET

FROM:

Joseph G. Pinto, Commissioner of Parks

DATE:

April 8, 2021

SUBJECT:

Jonathan Blind - REFUND REQUEST for Boat Slip at Harry Tappen Beach

Attached please find materials related to a refund request by Mr. Jonathan Blind for payment made for a boat slip at Harry Tappen Beach that he no longer needs.

The Department of Parks respectfully requests Town Board approval for a refund in the amount of one thousand seven hundred forty and 00/100 dollars (\$1,740.00). Please make the check payable to the "Jonathan Blind" and mail it to the following address:

Jonathan Blind 12A Bay Beach Avenue Bayville, NY 11709

Kindly debit the following account: PKS A 0001 02025 526 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:

Gino Lunghi

Sent:

Monday, March 29, 2021 10:35 AM

To:

Sarah Cimino

Subject:

FW: Refund request for tappens boat slip

From: Joseph Pinto < jpinto@oysterbay-ny.gov>

Sent: Monday, March 29, 2021 10:17 AM

To: Gino Lunghi <glunghi@oysterbay-ny.gov>; Lisa Pinuelo <lpinuelo@oysterbay-ny.gov> Cc: Greg Skupinsky <gskupinsky@oysterbay-ny.gov>; Frank Gatto <fgatto@oysterbay-ny.gov>

Subject: FW: Refund request for tappens boat slip

Approved

From: Jonathan Blind

Sent: Sunday, March 21, 2021 9:55 PM

To: Joseph Pinto < ipinto@oysterbay-ny.gov>

Subject: RE: Refund request for tappens boat slip

Hello Mr. Pinto. I spoke to lisa on Friday and explained what is going on. She said to write this letter to you explaining why I will no longer need my slip at tappens marina. I recently purchased a new boat over the winter from a dealer in new jersey. I purchased the boat with my mother. When the title and registration finally arrived my mothers name not mine was listed as the primary person. She is not a resident of town of oyster bay but a resident of the city of glen cove. We tried every way to change it into my name so it would appear on both the title and registration. DMV can not change without a new title and I can not change the title without refinancing the loan. Which is a whole other issue since our bank we have the loan with can not re flancé a loan in the state of new York. I had sent my check in prior to getting the registration and title. Hoping that everything would be ok. I spoke to the lady answering the phones 2 weeks ago for lisa being out for quarantine and told her that I was not taking the slip this year. she said that she would relay the message to lisa. That next Monday morning someone deposit the check. For this reason I am asking for a full refund. And hopefully giving someone else the opportunity to getting a slip. Thank you Jonathan Blind

Sent from Mail for Windows 10

From: Jonathan Blind

Sent: Wednesday, March 17, 2021 7:14 PM

To: jpinto@oysterbay-ny.gov

Subject: Refund request for tappens boat slip

Hello, I am requesting a full refund for my depoit and full season payment that was cashed by the town. I speke to someone in the marina department last Friday and told them I was not taking the slip this year. The lady I had spoken to had told me that everyone was out of the office due to quarantine. I was in slip e-22. Here is a copy of the two checks I had sent to you guys. Please feel free to reach back out to me to let me know what the next step is. My phone number is

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10:27 AM

Calendar Date
Business Date
03/15/21
Account Number
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DDA Deposit
\$4,195.00

DDA Deposit \$4,195.00 Cash Back \$0.00

Available Balance

Tap Marina

Client Services Summer 855-274-2801 Deposit

http://www.snb.com

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Joseph G. Pinto Parks Commissioner

TOWN OF OYSTER BAY Department of Parks

Joseph S. Saladino Town Supervisor

977 Hicksville Road Massapequa, NY 11758 (516) 797-4111

SUMMER 2021 MARINA FINAL RECEIPT

PKS2	inge
1, 10, 10	~ (UV-)

Jonathan Blind	Receipt#:	17072
12 A Bay Beach Avenue Bayville, NY 11709	Slip No.:	Tappen Beach E22
	Vessel:	
Birthdate: 4/24/1980 Payment Type: Personal Check	Reg.#:	
Amount Received: \$1,360:00 Check #: 186	LOA:	24
•	Date:	3/5/2021 3:42:37 PM
•	Payment R	sceived By: LPINUELO

TERMS AND CONDITIONS

The season shall begin on Monday, Apr 12, 2021 and end on Sunday, Nov 14, 2021.

- 1. All boat and boating equipment docked, berthed, located or left at Town Facilities are left at the sole risk of the owner of said boats and equipment and permission to so dock, berth, locate or leave such property is conditioned upon the owner's acceptance of said risk. All boat and boat equipment owners are reminded to obtain adequate insurance before making use of Town facilities.
- 2. The licensee expressly assumes all risk of loss due to damages, theft, vandalism, or accident to his/her property white berthed in the marina and expressly releases the Town of Oyster Bay, its agents, officers, and employees from any and all claims whatsoever for loss, damage, fire, theft, or accident to his/her property.
- 3. The security that is provided at the marinas is for the protection of Town property. The Town does not assume responsibility for damage done to vessels docked at Town marinas.
- 4. Upon assignment of boat slip, which is for the exclusive use of the licensee, said boat slip SHALL NOT be transferable to another person or to another vessel.
- 5. Once a vessel is assigned a slip in a category, only that vessel may occupy said slip. The only change in slip assignment permitted will be those that involve slips in the applicant's authorized category size. The change in slip assignment will only be made through the Beach Division
- 6. A lenant who wishes to place a different vessel in his/her assigned slip will be permitted to do so only under the following conditions:
 - a. The vessel's overall length must fall within the original category size (for example in the 26-31 foot category, the different vessel cannot be less than 26 feet or more than 31 feet in overall length).
 - b. The tenant has ownership of the new vessel and he/she remains the primary owner.
- 7. A tenant may not:
 - a. Own or be co-owner of more than one vessel which occupies a slip in either north shore marina,
 - b. Trade up or down in vessel size that takes him/her out of his/her category size
 - c. Transfer ownership to other persons (full or part) and maintain current slip space
- 8. All deadlines for receipt of various documents, required deposits, and final payment must be met. No extensions will be granted.
- 9. The boat slip licensee's are under the express slipulation that the licensee shall not sub-lease or assign such space to anyone.
- 10. All requests for refunds must be made in writing and received at the Parks Department main office.
- 11. Any false statement contained on the marina application shall constitute grounds for revocation of the assigned slip.
- 12. Violation of any of the rules and regulations governing the use of the marina area shall constitute grounds for revocation of sile assigned.
- 13. No refunds of fees upon revocation of assigned slip.
- 14. Each licensee shall give the facility manager at least 48 hours notice of his/her occupancy of assigned slip and the licensee shall give notice to said manager by Sunday, Nov 7, 2021 as to the date of which licensee shall vacate assigned slip.
- 15. Any vessel remaining at a marina after Sunday, Nov 14, 2021, will be charged \$30 per day. Please note, regardless of what you may be told by facility employees, this fee cannot be waived. This does not apply to boat owners who have received winter storage assignments.
- 16. Lessees of boat slips, dinghy and sunfish/salifish racks shall be issued one vehicle gate pass free of charge,
- 17. All rules and regulations governing the use of Town marinas shall be established by the Commissioner of Parks.

Present to Dockmaster Prior to Occupying Slip



PKS 211045

Joseph G. Pinto Parks Commissioner

TOWN OF OVER BAY Department of Parks

977 Hicksville Road Massapeaua, NY 11758 (516) 797-4111

Joseph S. Saladino Town Supervisor

Top Service

SUMMER 2021 MARINA DEPOSIT RECEIPT

Jonathan Blind			Receipt #:	16980
12 A Bay Beach Avenue Bayville, NY 11709			Slip No.:	Tappen Beach B22
			Vessel:	
Birthdate: 4/24/1980	Payment Type:	Personal Check	Reg.#:	A STATE OF THE STA
Amount Received: \$200,00	Check #;	184	LOA:	24'
Balance Due - With Electric:	**************************************	\$1,540,00	Date:	2/19/2021 12:08:02 PM
Balance Due - No Electric:		\$1,360,00	Payment R	eceived By: LPINUELO

TERMS AND CONDITIONS

The season shall begin on Monday, Apr 12, 2021 and end on Sunday, Nov 14, 2021.

- 1. All boat and boating equipment docked, berthed, located or left at Town Facilities are left at the sole risk of the owner of said boats and equipment and permission to so dock, berth, locate or leave such property is conditioned upon the owner's acceptance of said risk. All boat and boat equipment owners are reminded to obtain adequate insurance before making use of Town facilities.
- 2. The licensee expressly assumes all risk of loss due to damages, theft, vandalism, or accident to histher properly while berthed in the marina and expressly releases the Town of Oyster Bay, its agents, officers, and employees from any and all claims whatsoever for loss, damage, fire, theft, or accident to his/her property.
- 3. The security that is provided at the marinas is for the protection of Town property. The Town does not assume responsibility for damage done to vessels docked at Town marinas.
- 4. Upon assignment of boat slip, which is for the exclusive use of the licensee, said boat slip SHALL NOT be transferable to another person or to another vessel,
- 5. Once a vessel is assigned a slip in a category, only that vessel may occupy said slip. The only change in slip assignment permitted will be those that involve slips in the applicant's authorized category size. The change in slip assignment will only be made through the Beach Division
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 - b. The lenant has ownership of the new vessel and he/she remains the primary owner.
- 7. A tenant may not:
 - a. Own or be co-owner of more than one vessel which occupies a slip in either north shore marina.
 - b. Trade up or down in vessel size that takes him/her out of his/her category size
 - c. Transfer ownership to other persons (full or part) and maintain current slip space
- 8. All deadlines for receipt of various documents, required deposits, and final payment must be met. No extensions will be granted.
- 9. The boat slip licensee's are under the express stipulation that the licensee shall not sub-lease or assign such space to anyone.
- 10. All requests for refunds must be made in willing and received at the Parks Department main office.
- 11. Any false statement contained on the marina application shall constitute grounds for revocation of the assigned slip.
- 12. Violation of any of the rules and regulations governing the use of the marina area shall constitute grounds for revocation of slip assigned
- 13. No refunds of fees upon revocation of assigned slip.
- 14. Each licensee shall give the facility manager at least 48 hours notice of his/her occupancy of assigned slip and the licensee shall give notice to said manager by Sunday, Nov 7, 2021 as to the date of which licensee shall vacate assigned slip.
- 15. Any vessel remaining at a marine after Sunday, Nov 14, 2021, will be charged \$30 per day. Please note, regardless of what you may be told by facility employees, this fee cannot be waived. This does not apply to boat owners who have received winter storage assignments.
- 16. Lessees of boat slips, dinghy and sunfish/sallfish racks shall be issued one vehicle gate pass free of charge.
- 17. All rules and regulations governing the use of Town marinas shall be established by the Commissioner of Parks.

Final Payment Must be Received by Friday, Mar 26, 2021

PKS 211045



MASSAPEQUA

 Teller 2495
 Till 14

 Seq 45
 11:34 AM

 Calendar Date
 02/22/21

 Business Date
 02/22/21

 Account Number
 ******7087

 DDA Deposit
 \$9,087,00

 Cash Back
 \$0,00

Available Balance



Client Services 855-274-2801

http://www.snb.com

FOR CLEAR COPY, PRESS FIRMLY CURRENCY COINS * CHECKS BELLEY LOT OT 05 ES

WHEREAS, Richard W. Lenz, P.E., Commissioner, Departments of Public Works/Highway, and Michael Cipriano, Division Head, Central Vehicle Maintenance, by memorandum dated March 30, 2021, recommended that the Town-owned equipment on the attached list be declared surplus and that the necessary steps be taken to secure bids on said equipment; and

WHEREAS, Eric Tuman, Commissioner, Department of General Services, by memorandum dated April 12, 2021, requested that the Town Board declare that the Town-owned equipment on the attached list be declared surplus and that he be authorized to prepare and advertise said equipment for competitive bid sale or public auction; and

WHEREAS, the aforementioned memoranda are in conformance with the requirements of the Town's Surplus Equipment Policy adopted by Resolution No. 415-2018 on June 12, 2018,

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are accepted and the Town-owned equipment on the attached list is declared surplus, and the Commissioner of the Department of General Services is hereby authorized to prepare and advertise said vehicles and equipment for competitive bid sale or public auction.

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

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

To:

MEMORANDUM DOCKET

From:

ERIC TUMAN, COMMISSIONER

GENERAL SERVICES DEPARTMENT

Date:

APRIL 12, 2021

Subject:

SURPLUS EQUIPMENT - TOWN EQUIPMENT

The undersigned, in accordance with the requirement of the Town of Oyster Bay Surplus Policy, as set forth in Resolution No. 415-2018, has declared the equipment set forth on the attached list as surplus property, the estimated value of which is less than \$10,000.00.

As required by Resolution No. 415-2018, this Department requests and recommends Town Board authorization to prepare the items set forth on the attached list for public auction.

> Eric Tuman, Commissioner General Services Department

ET/sc Attachments

cc:

Comptrollers/Accounts Payable Comptrollers/Accounts Receivable General Services Department Department of Public Works Central Vehicle Maintenance

TOWN OF OYSTER BAY ---INTER-DEPARTMENTAL MEMO March 30, 2021 ERIC TUMAN, COMMISSIONER DEPT. OF GENERAL SERVICES MICHAEL CIPRIANO, DVISION HEAD, C.V.M RICHARD W. LENZ, P.E., COMMISSIONER, D.P.W. / HIGHWAY

TO:

FROM:

THRU:

RICHARD W. LENZ, P.E., COMMISSIONER, D.P.W. / HIGHWAY

SUBJECT:

SURPLUS EQUIPMENT BID

RESOLUTION NO. 415-2018

The attached paperwork shows (11) Town owned fixed assets that are now surplus. Included are Fixed Asset Inventory Inquiry and a spread sheet showing the item number, purchase date, make, model, department, color, condition, estimated value.

Please begin the necessary procedure to secure bids on this equipment.

If you should have any questions, please contact Kenneth Hamel at ext. 5749

Michael Cípriano Division head C.V.M.

Commissioner D.P.W./Highway

MC/RWL/kh

CC: Kenneth Hamel, C.V.M.

File

2021 FIXED ASSETS INVENTORY.SURPLUS

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								A STATE OF THE PARTY OF THE PAR								10794	18048	25067	25066	25065	25064	25063	25062	17129	10101	12062	Fixed Asset#	
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											-						\$10.59	\$53.97	\$82.04	\$82.04	\$82.04	\$82.04	\$82.04	\$82.04	\$394.08	\$576.21	\$733.61	VALUE

Set & ABCD

CLASS: 328 PURCHASING DEPT.: 241 ITEM	
TYPE OF ASSET: LIFT ELECTRIC	DESCRIPTION: 1200-M-100 4PCS
MAKE/BRAND: <u>SEFAC</u> SERIAL #: <u>50031</u> PURCHASE ORDER #: <u>31944</u> ORIGINAL CO	
PURCHASE UNDER #. 31944 UNIGINAL CO.	31. <u>73301.00</u> 00RD1110N.
CVM #: USEFUL LIFE: 10 ACCOMPRECIATION METHOD: YE CURRENT YEAR DEPRECIATION: 733.61	CUMULATED DEPRECIATION:72627.39 AR OF DEPRECIATION:
RECORD ID $\underline{\mathbf{F}}$ SOURCE OF FUNDS: $\underline{\mathbf{K15}}$	1 LOCATION DEPT. #: 241
DISPOSITION DATE: DISPOSIT	ION CODE: PRINT MARK: P
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FIXED ASSETS INVENTORY **** I N O U I .R Y .****

DISPOSITION DATE: _____

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CLASS: 328 PURCHASING DEPT TYPE OF ASSET: MOBILE LIFT			LOCATION: <u>03</u> ION: <u>PORTABLE</u>	
MAKE/BRAND: <u>SEFAC1200</u> SE PURCHASE ORDER #: <u>21652</u>	RIAL #: M65H	G PUR COST: 57621.00	CHASE DATE: _ CONDI	3 23 90 TION:
CVM #: USEFUL LIED DEPRECIATION METHOD: CURRENT YEAR DEPRECIATION:	•	ACCUMULATED DEE YEAR OF DEPRECI		7044.79
RECORD ID <u>F</u> SOURCE	e of funds: <u>F</u>	<u>(158</u>	LOCATION DEPT	. #: <u>241</u>

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DISPOSITION CODE: _ PRINT MARK: P

FIXED ASSETS INVENTORY **** I N O U I R Y ****

Set A,B,C,D

CLASS: 328 PURCHASING DEPT: 241 ITEM #: 17129 LOCATION: 0056012T8
TYPE OF ASSET: ELEC.MECH LIFT DESCRIPTION: W/ACCESS

MAKE/BRAND: 1200M100 SERIAL #: PURCHASE DATE: 6 10 5
PURCHASE ORDER #: 07644 ORIGINAL COST: 39408.00 CONDITION: _

CVM #: USEFUL LIFE: 10 ACCUMULATED DEPRECIATION: 39013.92
DEPRECIATION METHOD: YEAR OF DEPRECIATION: _

CURRENT YEAR DEPRECIATION: 394.08

RECORD ID F SOURCE OF FUNDS: K151 LOCATION DEPT. #: 241
DISPOSITION DATE: ______ DISPOSITION CODE: ______ PRINT MARK: P

ROLLUP/ROLLDOWN

(CMD-1) Exit (CMD-2) Entry Screen (CMD-6) Dspmsg

FIXED ASSETS INVENTORY **** I N O U I R Y ****

SETO, E, F

CLASS: 328 PURCHASING DEPT.: 241 ITEM #: 25062 LOCATION: 0560012T8

TYPE OF ASSET: MOBILE LIFT DESCRIPTION: CLM16-6-W

MAKE/BRAND: CHALLENGER SERIAL #: 0000088300 PURCHASE DATE: 3 29 13

PURCHASE ORDER #: 27869 ORIGINAL COST: 8203.68 CONDITION:

CVM #: USEFUL LIFE: 10 ACCUMULATED DEPRECIATION: 5685.14

DEPRECIATION METHOD: YEAR OF DEPRECIATION: ...

CURRENT YEAR DEPRECIATION: 82.04

RECORD ID F SOURCE OF FUNDS: K151 LOCATION DEPT. #: 241

DISPOSITION DATE: DISPOSITION CODE: PRINT MARK: P

ROLLUP/ROLLDO

(CMD-1) Exit (CMD-2) Entry Screen (CMD-6) Dspmsg

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CLASS: <u>328</u> PURCHASING DEPT.: <u>241</u> IT TYPE OF ASSET: <u>MOBILE LIFT</u>	DESCRIPTION: CLM16-6-W
MAKE/BRAND: CHALLENGER SERIAL #: 0000 PURCHASE ORDER #: 27869 ORIGINAL	088301 PURCHASE DATE: 3 29 13 COST: 8203.68 CONDITION:
CVM #: USEFUL LIFE: 10 DEPRECIATION METHOD: CURRENT YEAR DEPRECIATION: 82.04	ACCUMULATED DEPRECIATION: 5685.14 YEAR OF DEPRECIATION:
RECORD ID F SOURCE OF FUNDS: ID DISPOSITION DATE: DISPOSITION DATE:	LOCATION DEPT. #: 241 SITION CODE: _ PRINT MARK: P
(CMD-1) Exit (CMD-2) Entry Screen	(CMD-6) Dspmsa ROLLUP/ROLLDOWN

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CLASS: 328 PURCHASING DEPT : 241 ITEM #: 25064 LOCATION: 0560012T8 TYPE OF ASSET: MOBILE LIFT DESCRIPTION: CLM16-6-W
MAKE/BRAND: CHALLENGER SERIAL #: 0000088302 PURCHASE DATE: 3 29 13 PURCHASE ORDER #: 27869 ORIGINAL COST: 8203.68 CONDITION:
CVM #: USEFUL LIFE: 10 ACCUMULATED DEPRECIATION: 5685.14 DEPRECIATION METHOD: YEAR OF DEPRECIATION: 82.04
RECORD ID <u>F</u> SOURCE OF FUNDS: <u>K151</u> LOCATION DEPT. #: <u>241</u> DISPOSITION DATE: DISPOSITION CODE: PRINT MARK: <u>P</u>
(CMD-1) Exit (CMD-2) Entry Screen (CMD-6) Dspmsg ROLLUP/ROLLDOWN

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CLASS: 328 PURCHASING DEPT.: 241 ITEM #: 25065 LOCATION:	0560012T8
TYPE OF ASSET: MOBILE LIFT DESCRIPTION: CLM16-	6-W
MAKE/BRAND: CHALLENGER SERIAL #: 0000088303 PURCHASE DATE: PURCHASE ORDER #: 27869 ORIGINAL COST: 8203.68 CON	<u>3 29 13</u>
TOPETT I THE 10 ACCIMITATED DEPRECTATIONS	5685.14
CVM #: USEFUL LIFE: 10 ACCUMULATED DEPRECIATION:	
DEPRECIATION METHOD: YEAR OF DEPRECIATION:	
CURRENT YEAR DEPRECIATION: 82.04	
RECORD ID <u>F</u> SOURCE OF FUNDS: <u>K151</u> LOCATION DE DISPOSITION DATE: DISPOSITION CODE: PRI	PT. #: <u>241</u> NT MARK: <u>P</u>
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(CMD-1) Exit (CMD-2) Entry Screen (CMD-6) Dspmsg ROLLU	JP/ROLLDOWN

THE OF TRAIN MODILE LIES DESCRIPTION CIMI6-6-W
TYPE OF ASSET: MOBILE LIFT DESCRIPTION: CLM16-6-W
MAKE/BRAND: CHALLENGER SERIAL #: 0000088304 PURCHASE DATE: 3 29 13 PURCHASE ORDER #: 27869 ORIGINAL COST: 8203.67 CONDITION:
CVM #: USEFUL LIFE: 10 ACCUMULATED DEPRECIATION: 5685.14
DEPRECIATION METHOD: YEAR OF DEPRECIATION:
CURRENT YEAR DEPRECIATION: 82.04
RECORD ID <u>F</u> SOURCE OF FUNDS: <u>K151</u> LOCATION DEPT. #: <u>241</u> DISPOSITION DATE: DISPOSITION CODE: PRINT MARK: <u>P</u>
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(CMD-1) Exit (CMD-2) Entry Screen (CMD-6) Dspmsg ROLLUP/ROLLDOWN

CLASS: 328 PURCHASING DEPT.: 241 ITEM #: 25067 LOCATION: 0560012T8
TYPE OF ASSET: MOBILE LIFT DESCRIPTION: CLM16-6-W
MAKE/BRAND: CHALLENGER SERIAL #: 0000088305 PURCHASE DATE: 3 29 13
PURCHASE ORDER #: 27869 ORIGINAL COST: 8203.67 CONDITION:
CVM #: USEFUL LIFE: 10 ACCUMULATED DEPRECIATION:5685.14
DEPRECIATION METHOD: YEAR OF DEPRECIATION:
CURRENT YEAR DEPRECIATION: 82.04
RECORD ID $\underline{\mathbf{F}}$ SOURCE OF FUNDS: $\underline{\mathtt{K151}}$ LOCATION DEPT. #: $\underline{241}$
DISPOSITION DATE: DISPOSITION CODE: _ PRINT MARK: P
(CMD-1) Exit (CMD-2) Entry Screen (CMD-6) Dspmsg ROLLUP/ROLLDOWN

FIXED ASSETS INVENTORY **** I N Q U I R Y ****

CLASS: 230 PURCHASING DEPT.: 201	ITEM #: 18048 LOCATION: 0056012T8
TYPE OF ASSET: TIRE MACHINE	DESCRIPTION: ACCUTURN
	0702011710 PURCHASE DATE: 4 20 7
PURCHASE ORDER #: 13/16 ORIGI	NAL COST: <u>5397.00</u> CONDITION: _
	•
CVM #: USEFUL LIFE: 10	ACCUMULATED DEPRECIATION: 5343.03
	YEAR OF DEPRECIATION:
CURRENT YEAR DEPRECIATION: 53.97	
RECORD ID <u>F</u> SOURCE OF FUNI	OS: <u>K151</u> LOCATION DEPT. #: <u>241</u>
DISPOSITION DATE: DI	SPOSITION CODE: _ PRINT MARK: P
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•	

(CMD-1) Exit (CMD-2) Entry Screen (CMD-6) Dspmsg ROLLUP/ROLLDOWN

FIXED ASSETS INVENTORY **** I N O U I R Y ****

CLASS: <u>217</u> PURCHASING DEPT.: <u>241</u> ITEM #: <u>10794</u> LOCATION: <u>0334149</u> TYPE OF ASSET: <u>UNDERHOIST</u> DESCRIPTION: <u>1TON HEAVYDUT</u>	<u>31</u> 'Y
MAKE/BRAND: <u>BLACKHAWK</u> SERIAL #: <u>67560</u> PURCHASE DATE: <u>7 19</u>	<u>91</u>
PURCHASE ORDER #: 25283 ORIGINAL COST: 1059.07 CONDITION	: L process
CVM #: USEFUL LIFE: 10 ACCUMULATED DEPRECIATION:1048	48
DEPRECIATION METHOD: YEAR OF DEPRECIATION:	
CURRENT YEAR DEPRECIATION: 10.59	
RECORD ID <u>F</u> SOURCE OF FUNDS: <u>K158</u> LOCATION DEPT. #:	<u>241</u>
DISPOSITION DATE: DISPOSITION CODE: _ PRINT MARK	: <u>P</u>

(CMD-1) Exit (CMD-2) Entry Screen (CMD-6) Dspmsg

ROLLUP/ROLLDOWN

Reviewed By Office of Town Attorney

WHEREAS, Maureen A. Fitzgerald, Commissioner, Department of Community and Youth Services, by memorandum dated April 15, 2021, advised that procurement of a Town of Oyster Bay explosives permit for the fireworks display during the Celebrate America celebration on August 3, 2021 at TOBAY Beach is a prerequisite to obtaining the necessary Nassau County explosives permit for said event; and

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

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are hereby approved, and in connection with the Celebrate America celebration, to be held at TOBAY Beach on August 3, 2021, the Town Board hereby authorizes the Town Clerk to waive the fees for the Town of Oyster Bay explosives permit, and the Department of Community and Youth Services is hereby authorized to obtain an explosives permit from the Nassau County Arson/Bomb Squad, at a cost not to exceed \$450.00; and be it further

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

The foregoing resolution was declared adopted after a poll of the members of the Board; the total 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 Memorandum

April 15, 2021

TO:

Memorandum Docket

FROM:

Maureen A. Fitzgerald, Commissioner

Department of Community and Youth Services

SUBJECT:

Explosives Permit for the Celebrate America Program

The Department of Community and Youth Services requests Town Board authorization to obtain an explosives permit for the fireworks display which is part of the *Celebrate America* program. Fireworks by Grucci, Incorporated will provide the display on Tuesday, August 3, 2021 with a rain date of Thursday, August 5, 2021. The fireworks will be conducted at TOBAY Beach between 9:45pm and 10:00pm.

The "Permit for Explosives" will be obtained from the Nassau County Arson/Bomb Squad. The fee for the permit, as per the attached letter, is \$450.00.

The Department also requests that the Town Board authorize the Town Clerk to waive the fees for the explosives permit from the Town of Oyster Bay.

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

Maureen A. Fitzgerald

Commissioner

MAF/iw Attachment



Nassau County

LAURA CURRAN

NASSAU COUNTY EXECUTIVE



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

Police Department

PATRICK J. RYDER POLICE COMMISSIONER

April 9, 2021

. Dear Ms. Williams,

I received your correspondence announcing your intention to hold the Town of Oyster Bay annual fireworks show on Tuesday August 3, 2021, between 9:45 PM and 10:00PM at Tobay Beach on Ocean Parkway in Massapequa. A rain date is scheduled for Thursday August 5, 2021.

In order to move forward with the show, you need to know that the Nassau County Police Department requires a fee for police services rendered for all outdoor pyrotechnic displays conducted within Nassau County. This fee includes the pyrotechnic display plan review, pre-site inspection and the pyrotechnic display inspection. A member of the Arson/Bomb Squad will perform these services and be present on the day of the show. The fee is this service \$450.00.

If you decide to move forward with the show I ask that you please remit a check for \$450.00, made payable to the Nassau County Police Department and mail it to "NCPD Arson/Bomb Squad", 1194 Prospect Avenue, Westbury, NY 11590. The N.C.P.D. tax ID is 11-6000463.

Any questions feel free to contact me.

Michael Fitzmaurice Detective Sergeant Arson/Bomb Squad



Maylewed By 3e of Town Attorney WHEREAS, the New York State Department of Environmental Conservation, requires individuals that apply pesticides in a professional capacity to maintain a valid Pesticide Applicator/Technician Certification; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated April 5, 2021, requested Town Board authorization to reimburse Gregory G. Kolodinsky, Greens Keeper, assigned to the Town of Oyster Bay Golf Course, the cost of \$450.00 to reimburse him for his pesticide renewal certification fee (ID#C1661517), valid for three (3) years, which is beneficial to the Town since Mr. Kolodinsky utilizes his training to effectively maintain the Town of Oyster Bay Golf Course;

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby accepted and approved, and the Town Board authorizes the reimbursement of \$450.00 to Gregory G. Kolodinsky, for his pesticide certification fee (ID#C1661517), valid for three (3) years; and be it further

RESOLVED, that the funds for said payment shall be drawn from Account No. PKS A 7110 44900 000 0000; and be it further

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

_#

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

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

TOWN OF OYSTER BAY INTER - DEPARTMENTAL MEMO

TO:

MEMORANDUM DOCKET

FROM:

JOSEPH G. PINTO, COMMISSIONER

DEPARTMENT OF PARKS

DATE:

April 5, 2021

SUBJECT:

REIMBURSEMENT FOR PESTICIDE APPLICATOR/TECHNICIAN

CERTIFICATION RENEWAL

The New York State Department of Environmental Conservation requires individuals that apply pesticides in a professional capacity to maintain a valid "Pesticide Applicator/Technician Certification". This certification is critical because it ensures that pesticides are applied in a safe and environmentally sound manner. The application of pesticides is a vital maintenance component of the Town of Oyster Bay Golf Course.

Gregory G. Kolodinsky, Greens Keeper is assigned to the Town of Oyster Bay Golf Course and has maintained his pesticide certification (#C1661517), thus utilizing his training to effectively maintain the Town golf course. Without Mr. Kolodinsky's certification, the Department of Parks would have to procure specialized pesticide services at a cost significantly greater than the cost of Mr. Kolodinsky's license renewal.

The Parks Department respectfully requests Town Board to authorize a reimbursement of four hundred fifty dollars (\$450.00) to Mr. Kolodinsky for his "Pesticide Applicator/Technician Certification". This certification is valid for three (3) years. Funds are available in account PKS A 7110 44900 000 0000.

JOSEPH G. PINTO, COMMISSIONER
DEPARTMENT OF PARKS

JGP/km Att.

JANINE KOLODINSKY GREGORY KOLODINSKY SP40 FILITON AVENUE SEAFORD, NY 11783	Date	3/3/2)
citibank	adjustif & upmatri 60	2014m \$450.00
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The state of the s	es englades es e	Only to W York Environmental Compenital Office A but on Anna prost DALY FINANCIAL INTITION WE'S FINANCIAL INTITION WE'S
•		



Certification ID Number Cusiomer Number Invoice Number Invoice Date

C1661517 124445 9990000489659 24-Mar-2021

Pesticide Applicator/Technician Renewal/Recertification Invoice

The application you submitted to renew/recertify your pesticide applicator/technician certification has been reviewed and is ready to process or you have passed your recertification exam(s).

Please pay the fee shown below upon receipt of this invoice. You may not sell or apply pesticides in New York State without a current pesticide certification ID card in your possession. Certified applicators must complete recertification within 90 days of your recertification date or your payment will be returned and you will be asked for 6 penalty credits.

NOTE: Changes to your name, address or category of certification MUST be done BEFORE payment is submitted. Please submit your request in writing to the Pesticide Reporting and Certification Section at:

NYS DEC Pesticide Reporting and Certification 625 Broadway Albany, NY 12233-7254

(DO NOT MAIL PAYMENTS TO THIS ADDRESS)

Questions regarding your pesticide certification should be directed to Pesticide Reporting and Certification at (518) 402-8748 or pestmgt@dec.ny.gov.

Original Invoice Amount Due:

\$450.00

Certification ID Number

C1661517

Category(ies)

ONLINE PAYMENT NOW AVAILABLE!

Instructions for viewing your invoices on-line and paying electronically can be found at: https://www.dec.ny.gov/about/61016.html#On-Line

Note: If you choose to pay your invoice electronically, you will be assessed an additional convenience fee. This convenience fee is in addition to your renewal/recertification fee and will appear as a separate line charge on your credit card statement.

If you choose not to pay online, checks should be made payable to:

NYS Department of Environmental Conservation Division of Management & Budget, 10th Floor 625 Broadway ALBANY, NY 12233-4900

Please include the bottom portion of this invoice along with your check payment in US dollars (USD).

Questions regarding payment of the invoice should be directed to the Bureau of Revenue Accounting at (518) 402-9365, or e-mailed to revenue@dec.ny.gov.

Employees of NYS Government Agencies who will be paying via Statewide Financial Systems can find the SFS accounting information on the following page.

> Payment Due \$450.00

=TEAR HERE=

Certification ID Number Customer Number Invoice Number Invoice Date

G1661517 124445 9990000489659 24-Mar-2021

Bill to: KOLODINSKY, GREGORY G 3940 FULTON AVE SEAFORD, NY 11783

Amount Enclosed: Check Number:

Remit to: NYS Department of Environmental Conservation Division of Management & Budget, 10th Floor 625 Broadway ALBANY, NY 12233-4900

Kim Melworm

From:

Kim Melworm

Sent:

Tuesday, April 13, 2021 4:52 PM

To:

Greg Kolodinsky

Cc:

Greg Skupinsky, Danielle Brooks

Subject:

FW: Reimbursement for Pesticide Applicator/Technician Certification Renewal

Greg

I will be out of the office Wednesday, 4/14 until Tuesday, 4/20 – if you should receive this cancelled check, please scan it and send to Greg and Danielle

Thanks

Kim

From: Kim Melworm

Sent: Tuesday, April 6, 2021 9:21 AM

To: Greg Kolodinsky < gkolodinsky@oysterbay-ny.gov>

Subject: RE: Reimbursement for Pesticide Applicator/Technician Certification Renewal

When you get the cancelled check you can email it back to me.

Thanks Kim

From: Greg Kolodinsky <gkolodinsky@oysterbay-ny.gov>

Sent: Tuesday, April 6, 2021 6:00 AM

To: Kim Melworm < kmelworm@oysterbay-ny.gov>

Subject: RE: Reimbursement for Pesticide Applicator/Technician Certification Renewal

Thanks

From: Kim Melworm < kmelworm@oysterbay-ny.gov>

Sent: Monday, April 5, 2021 3:29 PM

To: Greg Kolodinsky < gkolodinsky@oysterbay-ny.gov>
Cc: Greg Skupinsky < gskupinsky@oysterbay-ny.gov>

Subject: Reimbursement for Pesticide Applicator/Technician Certification Renewal

Good afternoon Greg

I prepared a docket memo for your reimbursement, they are requesting a cancelled as part of this docket.

Thanks

Kim

Kim Melworm - Administration Department Of Parks Office of Town Attorney

WHEREAS, Joseph Pinto has offered to donate a memorial plaque and bench to be placed in Marjorie R. Post Community Park, Massapequa, in memory of Vincent Pinto; and

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

WHEREAS, Greg Skupinsky, Deputy Commissioner, Department of Parks, by memorandum dated April 13, 2021, recommended that the Town accept said donation;

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is accepted, and the Town hereby accepts the donation of \$730.00 from Joseph Pinto, for a plaque and bench to be placed in Marjorie R. Post Community Park, Massapequa, in memory of Vincent Pinto.

#...

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:

Greg Skupinsky, Deputy Commissioner of Parks

SUBJECT:

Memorial Plaque and Existing Bench

DATE:

April 13, 2021

The Department of Parks has received a request from Joseph Pinto (letter attached) requesting to donate a memorial plaque on an existing bench to be placed in Marjorie R. Post Community Park in memory of Vincent Pinto.

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

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

Greg Skupinsky

DEPUTY COMMISSIONER OF PARKS

JGP/dc



To Whom It May Concern,

My name is Joseph Pinto and I would like to donate a memorial plaque on an existing bench at Marjorie Post Park in honor of my son Vincent Pinto.

Thank You,

Reviewed By Office of Town Attorney

WHEREAS, Mr. Robert C. Weltner, President, Operation S.P.L.A.S.H. (Stop Polluting, Littering and Save Harbors) and Mr. Angelo Meloro, Port Captain, Massapequa Chapter, Operation S.P.L.A.S.H., 162 Westside Avenue, P.O. Box 228, Freeport, New York 11520, by letter dated March 22, 2021, requested the use of one (1) boat slip in the public dock at John J. Burns Park, Massapequa, for the 2021 boating season, *nunc pro tunc* from April 1, 2021 through November 20, 2021, in which the organization might dock its twenty-four foot (24') Carolina Skiff, bearing hull identification number EKHA3812F809, and New York State boat registration number NY3466GB; and

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated April 13, 2021, advised that the abovementioned boat slip will not be required by the Town at that time, and that the Department has no objection to allowing Operation S.P.L.A.S.H. the use of one (1) boat slip in the public dock at John L. Burns Park, Massapequa, for the 2021 boating season, *nunc pro tunc* from April 1, 2021 through November 20, 2021, in which the organization might dock its twenty-four foot (24') Carolina Skiff, bearing hull identification number EKHA3812F809, and New York State boat registration number NY3466GB; and

WHEREAS, This Town Board deems this activity an appropriate and worthwhile endeavor, and one which shall benefit the residents of the Town of Oyster Bay,

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby approves the abovementioned request, and hereby authorizes the Department of Parks to allow Operation S.P.L.A.S.H., the use of one (1) boat slip in the public dock at John J. Burns Park, Massapequa, for the 2021 boating season, *nunc. pro tunc* from April 1, 2021 through November 20, 2021, in which the organization might dock its twenty-four foot (24') Carolina Skiff, bearing hull identification number EKHA3812F809, and New York State boat registration number NY3466GB, subject to the following terms and conditions:

- 1. The use of all Town property and equipment shall be in conformance with the direction of the Town of Oyster Bay, and its duly designated representatives.
- The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of all Town property and equipment, and in the conduct of the aforesaid activities.
- 3. The said organization shall file a certificate of insurance with the Office of the Town Clerk, indicating said organization maintains general liability insurance, in the amounts of \$2,000,000.00 bodily injury and \$1,000,000.00 property damage, and naming the Town as an additional insured, in connection with the afore-described activity.

4. 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.

-#-

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

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

TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

TO:

MEMORANDUM DOCKET

FROM:

JOSEPH G. PINTO, COMMISSIONER OF PARKS

DATE:

APRIL 13, 2021

SUBJECT:

OPERATION S.P.L.A.S.H. AT JOHN J. BURNS PARK

Town Board authorization is respectfully requested for Operation S.P.L.A.S.H. (Stop Polluting, Littering and Save Harbors) to dock their vessel, 24' Carolina Skiff, hull identification number — #EKHA3812F809, New York State boat registration NY3466GB, at John J. Burns Park boat ramp from April 1, 2021 through November 20, 2021.

As per the attached letter from Robert Weltner, President of Operation S.P.L.A.S.H. and Angelo Meloro, Port Captain, Massapequa Chapter of Operation S.P.L.A.S.H., they are a volunteer based, non-profit organization that is actively protecting our environment while keeping our waterways safe, making for a more pleasurable boating experience. This department recommends approval of their request.

All insurance with endorsements, along with current New York State registration are attached.

IOSEPH G. PINTO, COMMISSIONER

DEPARTMENT OF PARKS



Operation S.P.L.A.S.H. Stop Polluting, Littering and Save

Town Hall South 977 Hicksville Road Massapequa, NY 11758

March 22, 2021

To Whom It May Concern,

Operation SPLASH respectfully requests the use of a slip in the public dock at John J. Burns Park for the 2021 season.

Operation S.P.L.A.S.H. (Stop Polluting, Littering and Save Harbors) is a non-profit, all-volunteer organization committed to improving the quality of life on Long Island Shores by actively cleaning the bays, educating citizens and partnering with other agencies to improve water quality.

As in the past, your support and cooperation makes it a pleasure for our volunteer captains and crew to help keep the bays in and around Massapequa free from debris.

Thank you,

Hold Harmless Agreement fo	r Use of Town Property and/or Equipment
This Agreement is made this 23 day of Mohereinafter "Organization"). Whereas, Organization ocated at and/or described as	anch 2019; by OPERATION SPLASH on desires to use Town of Oyster Bay property and/or equipment AT John T. Burns Park, Near
The property/equipment is needed from	11, 2021 to Nov 20, 2021 requested () is () is not a profit making event.
the undersigned, on behalf of the Organization, he responsible for the supervision and welfare of all properties of the supervision and welfare of all properties, servants, agents and enumerated volunte and agrees to reimburse the Town for any damages equipment. The undersigned agrees to indemnify an and enumerated volunteers, and to protect and defendamage to persons or property, including its property. Further, the Organization agrees to provide the To amounts of \$1,000,000 each occurrence, \$2,000,000 naming the Town as additional insured. All certifical	ion permission to temporarily use Town property and/or equipment, creby agrees to assume all liability and risk of loss and shall be persons arriving on and using Town property and/or equipment in cresigned further hereby releases the Town of Oyster Bay, its officers, ers from any liability for any injuries sustained or damages incurred arising out of the Organization's use of the Town property and/or and hold harmless the Town, its officers, employees, servants, agents of them against any and all claims for loss and/or expense or suits for a raising from its use of Town property and/or equipment. Town with a copy of its general liability insurance certificate, in the configurance must be accompanied by an endorsement. The property and/or equipment is subject to the approval of the Town
	Name of Organization OPERATION Splash Address of Organization P.O. Box 228 FREEDORT, N.Y. 1/520 By: Mylow Ruthorized Representative Title: Port Captain, Massapequa Chapter Telephone Number: (516) 456-7464 H (56) 798-3811

From: Rob Weltner rob@operationsplash.org

Subject: ins papers

Oate: Mar 22, 2021 at 9:29:53 AM

To: Angelo Meloro AMELORO1@verizon.net

SCHEDULED VESSEL ENDORSEMENT

Named Laured OPERATION SPLASE C/O R	DEERT WELTNER	Vesel Number Vessel 2
107708816	Palic Parici 6/6/2020 TO 6/6/2021	6/6/2020
Handley (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY		And the second desired desired and the second desired desired and the second desired d

issen the foliar contain. The remainder of the information is to be completed only when this restremented is issued subsequent to the proposition of the policy.

In consideration at the premium charged \$5.18, the following is hereby included in the coverages afforded by the present policy:

SUBJECT MATTER OF INSURANCE

Vessel Description: 2009, 24' CAROLINA SKIFF, 24 Hull I.D./Documentation Number. EXEA3612F609 Vessel Name:

COVERAGE PROVIDED -

COVERAGES		AMOUNT OF INSURANCE		DEDUCTIBLE		ANNUAL PREMIUM
Property Damage	\$	15,000	Ş	500	\$	263/
Windstorm Deductible			\$	Not Applicable	\$	
Emergency Towing and Service	\$	1.000	S	Ó	\$.	Included
Liability	\$	1,000,000	\$	Ŏ	\$	235
Medical Paymonts	S	5,000	\$	Q.	S	/Included
Linesured Boater	\$	1,000,000	\$	· O	\$	Included ***
Trailer	\$	1,000	\$	250	\$	Included
Personal Property	\$	2,500	8	250	\$. Included
Premism Boaring Endi(s)					Ç	

APPLICABLE FORMS & ENDORSEMENTS: (Refer to Forms Schedule on Declarations Page for Form Names) RM100000 RM10000 RM10000 RM210000 RM220000 RM230000 RM240090 *MA-BTS01a *MA-LX16b *MA-43925b

*Donoles form is included with Insusod oupy

NAVIGATION WARRANTY:

Refer to Form: MA-BISO1a

SUMMER MOORING LOCATION: OYSTER BAY, NY 11771

LOSS PAYEE: We will make payments for Property Damage losses to the Insured and

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

From: Rob Weltner rob@operationsplash.org

Subject: insurance papers

Date: Mar 22, 2021 at 1:00:34 PM

To: Angelo Meloro AMELORO1@verizon.net



Additional interest Endorsament

post ware oferation splain 5/9	metal elimin		Visit has 1 3
	6/6/2020 TO 6/6		E/E/2620
SUPPLIES OF THE PARTY OF THE PA	- Contraction of the Contraction	Graph College Page Standard College Co	
ACE AMERICAN INSURANT CONFACT			

This endomentural applies to an insured vessel only 6 shown on the December. Page or the applicable Schooland Vessel Endomentural for that insured vessel.

It is hereby agreed that the following is added as an additional interest on the policy, but only as their interest may appear in the regiment vessel, and for the leading and of the maylegance of you or a family member. The additional interest is named as such for the purpose of booky injury and properly damage sublify in commodion with your or a family members townership, maintainance and operation of the this uses vessel.

TOWN OF GESTER EXE

977 SICREVILLE ROAD

MASSAFEGUA, NY 11756

Value respect to the insurance attended to the number of inseries shown above, the following applica-

- Inclusion of the additional insured shall not warm any right of subsequition we may have.
- In the event of non-renwest or connectation of this policy, written policy with the debyered to the applicant interestory, success to appoint one with the provisions of this policy.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY PEMAIN UNCHANGED

MA-12985 (11/17)

िकास पर्व

From: Rob Weltner rob@operationsplash.org

Subject: Boat insurance card

Oate: Mar 22, 2021 at 9:25:41 AM

To: Angelo Meloro AMELORO1@verizon.net

INSURANCE IDENTIFICATION CARD

ACE AMERICAN TRANSPORTE COMPANY NAKO CODE: 23667 EXPRATION DATE: 616/2011 POTICA MINIDES: 101108878

WATERCRAFT 2009, 24" CAMPLINE SKIFF

MODEL 24

NAME AND ADDRESS OF INSUREY C/O RESERV RELIGIES. 161 WESTSIIS AVENUE ביניבור זאן ביניבור באיני

For Poscy Service or Questions contact your agent. 611-649-767**8**

Claims: Couriest your system or Chuide Misma Cleans Cruna Récresional Maria Invertance year multiplem

Rob Weltner President **Operation SPLASH PO Box 228** Freeport, NY 11520 (516) 378-4770 www.operationsplash.org

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SOCTA

VOID IF ALTERED EXCEPT
FOR CHANGE OF ADDRESS
MV-639CB (R/M®)



Reviewed By Office of Town Attorney

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated April 13, 2021, requested Town Board authorization to employ the services of Commercial Clearwater Company, Inc., to provide the required Certified Pool Operator training course to designated Town Employees, at a cost not to exceed \$325.00 per trainee, with the total cost not to exceed \$4,875.00; and

WHEREAS, Commissioner Pinto, by said memorandum, informed the Board that seventeen employees have been designated to receive the required training, with the Town being charged the \$325.00 for fifteen of the employees, and two will be enrolled at no charge. The training course is scheduled to take place on April 29, 2021 and April 30, 2021. Funds for the certification course are available in Account No. PKS A 7110 44900 000 0000,

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 Commercial Clearwater Company, Inc. to provide the training course as aforesaid, on April 29, 2021 and April 30, 2021, and the Comptroller is hereby authorized and directed to make payment for same, in an amount not to exceed \$4,875.00, 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. 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	Aye
Councilwoman Walsh	Ave

TOWN OF OYSTER BAY

Inter-Departmental Memorandum

April 13, 2021

TO:

Memorandum Docket

FROM:

Joseph G. Pinto, Commissioner of Parks

SUBJECT: Pool Operators Certification Training Course

Town Board approval is requested to employ the services of Commercial Clearwater Company, Inc., P.O. Box 909, Plandome, NY 11030. Funds are available in account number PKS-A-7110-44900-000-0000.

Commercial Clearwater is offering the required Pool Operators Certification training course at an amount not to exceed \$325.00 per attendee, with total cost not to exceed \$4,875.00.

In accordance with guideline 6c of the Town's procurement policy since the annual cost of this is less than \$5,000 only 1 qualified proposal need be obtained to meet procurement.

It is hereby requested that Town Board authorize this training and that the Comptroller be directed to encumber \$4,875.00 using account number PKS-A-7110-44900-000-0000 for Commercial Clearwater to provide the required training as stated in the above subject heading.

Joseph G. Pinto

Commissioner of Parks



COMMERCIAL CLEARWATER COMPANY., INC. -P.O. BOX 909



Estimate

DATE ESTIMATE # 516-294-7986 4/5/2021 JMC 11546

NAME / ADDRESS
Town of Oyster Bay
Attn: Daniel Mendelson
Parks Department
977 Hicksville Road
Massapequa, NY 11758

Ship To			

		TERMS	PRICING GOOD U	NTILL	RE	Р	PF	ROJECT	Name
		Due On Recpt	4/5/2021	***************************************	RJ	В			
ITEM		DESCRI	PTION ,		Q	cos	ST	TO	OTAL
CPO CPO	New Certi Certi charg Town regis	page Park, Stewart Ave & York fied Pool Operator Cours fied Pool Operator Cours	& Cherry Avenue, B se @ \$325.00 each se -2 registrations at	person. no	15 2	325	5.00		75.00 0.00
						(8	.625	%)	\$0.00
Thank you	ı for yo	our business.		TOTA	L	1		\$4,8	375.00

Below is the list of employees that will be taking the Certified Pool operators course April 29th, & 30th 2021. It will be held at Bethpage Indoor Rink from 8am-4pm.

Dave Critelli **Brian Rhodes** James Busam Corey McQueen Dan Foy **Dmitriy Denisov-Riebl** Brendan McDermott Shane Kumar Ted Dorfmeister Mike Lavalle Sal Manobianco Mike Principe Sean McCardle **Scott Russo** Jeff Pompar Tom Ligotti Matt McCardle



WHEREAS, Frank V. Sammartano, Commissioner, Department of Intergovernmental Affairs, by memorandum dated April 9, 2021, requested that the Town Board authorize the Town Clerk to publish a Public Notice regarding the Request For Proposals (RFP) issued by the Department of Intergovernmental Affairs concerning the delivery of youth employment and training services for out-of-school youth aged 16-24 under the Workforce Innovation and Opportunity Act for the period October 1, 2021 through September 30, 2024, in a newspaper of general circulation.

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is hereby approved, and the publication of the aforesaid Public Notice in a newspaper of general circulation, by the Town Clerk is hereby approved, and the Comptroller is hereby authorized and directed to make payment for same upon presentation of a duly certified claim after audit; and be it further

RESOLVED, That the funds for said payment are to be drawn from Account No. IGA CD 6293 479000 000 CW 20.

_#

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

Protest By Office of Town Attorney

TOWN OF OYSTER BAY

Inter-Departmental Memo

April 9, 2021

TO:

MEMORANDUM DOCKET

FROM:

FRANK V. SAMMARTANO, COMMISSIONER

INTERGOVERNMENTAL AFFAIRS

SUBJECT:

PUBLICATION OF YOUTH PROGRAM REQUEST FOR PROPOSALS UNDER

THE WORKFORCE INNOVATION AND OPPORTUNITY ACT

The Department of Intergovernmental Affairs' Division of Employment and Training has prepared the attached Public Notice with regard to a Request for Proposals for the delivery of youth employment and training services out of school youth aged 16-24 under the Workforce Innovation and Opportunity Act for the period October 1, 2021 through September 30, 2024. Requested services will include projects designed to assist eligible youth participants in high school dropout prevention; achievement of work readiness skills and recognized credentials; and placement in employment or post-secondary education. This is a Workforce Innovation and Opportunity Act eligible cost and therefore at no cost to the Town of Oyster Bay.

In this regard, it is requested that the Office of the Town Attorney notify the Town Clerk that the subject notice be published in a newspaper of general circulation (NEWSDAY). Funds are available in Other Expenses account IGA CD 6293 479000 000 CW 20.

Frank V. Sammartano Commissioner

OYSTER BAY-NORTH HEMPSTEAD-GLEN COVE WORKFORCE DEVELOPMENT AREA

REQUEST FOR PROPOSALS FOR OUT-OF-SCHOOL YOUTH YOUTH EMPLOYMENT AND TRAINING SERVICES UNDER THE WORKFORCE INNOVATION AND OPPORTUNITY ACT

The Town of Oyster Bay Department of Intergovernmental Affairs' Division of Employment and Training (DET) is soliciting proposals for the provision of employment and training services for eligible out-of-school youth ages 16-24 in the Towns of Oyster Bay and North Hempstead and the City of Glen Cove.

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

RFP Issue Date

June 18th, 2021

Bidders' Meeting (Recommended)

July 2nd 2021

Application Due Date

July 16th, 2021

Contract Award Date

September 14th, 2021

Contract Period

October 1, 2021 through September 30, 2024

Questions concerning this request for proposal (RFP) may be directed to John Sarcone, jsarcone@oysterbay-ny.gov. Questions will be accepted until *July 9th 2021* The questions and answers will be posted on The Town of Oyster Bay website www.oysterbaytown.com and the local workforce board website www.thewp.org.

SCOPE OF WORK

Background and Program Goals

The Oyster Bay-North Hempstead-Glen Cove Workforce Area provides employment and training services for residents of the Towns of Oyster Bay and North Hempstead and the City of Glen Cove. Funding for these programs is provided by the Workforce Innovation and Opportunity Act of 2014 (WIOA.)

Services to out-of-school youth place a priority on high school dropout recovery and achievement of recognized postsecondary credentials. Career Pathways and work-based learning are to be promoted as leading approaches. Proposals should be based on youth development principles and best practices that support, motivate, and prepare youth for continuing educational achievements, transition into adulthood, and long-term success in employment. The proposed services design and implementation strategies must be age appropriate, provide a customized mix of services to address individual needs and goals, and lead to attainment of the performance measures.

Targeted Youth/Program Eligibility

Eligible program participants include youth who are not younger than 16 or older than age 24 who are not attending any school, AND are one of the following:

- 1. A school dropout;
- 2. A youth who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter;
- 3. A low-income individual with a school diploma who is basic skills-deficient or an English-language learner;
- 4. A juvenile or adult justice system individual;
- 5. Homeless, runaway, in foster care, or has aged out of foster care system, Social Security Act eligible recipient, or out of home placement.
- 6. Pregnant/parenting individual;
- 7. A youth who has a disability;
- 8. A low-income individual requiring additional assistance to enter or complete an educational program or to secure and hold employment.
- 9. All youth participants must be US Citizens or eligible to work. Males ages 18 to 24 must be registered with Selective Service.

Veterans Priority (NYSDOL Workforce Development System Technical Advisory 12-12.4) Priority of service will be provided to all veterans and eligible spouses under this program. Therefore, veterans and eligible spouses will be given priority over noncovered persons for the receipt of employment, training and placement services. A veteran or an eligible spouse must either receive access to a service earlier in time than a non-covered person or, if the resource is limited, the veteran or eligible spouse must receive access to the service instead of or before the non-covered person.

Basic Skills Deficient Definition [WIOA Sec. 3(5) (B)]:

Individuals who are unable to compute or solve problems, or read, write, or speak English, at a level necessary to function on the job, in the individual's family, or in society. Priority must be given regardless of funding levels.

English Language Learner Definition [WIOA Sec. 3(21) and WIOA Title II Sec. 203(7)]: An eligible individual who has limited ability in reading, writing, speaking, or comprehending the English language, and whose native language is a language other than English; or who lives in a family or community environment where a language other than English is the dominant language.

Low income is defined as a youth living in a high poverty area; or a youth with an income at or below Poverty Level or 70% of the Lower Living Standard Income Level

Family Size	Last 6 months g	gross (amounts are effective	ve as o	f 2/1/21)	
1	\$ 6,440.00	3 \$13.635.50	5	\$19.865.0 \$23,236.0	10
2	\$ 9.935.00	4 \$16.834.50	6	\$23,236.0	00

WIOA Program Elements

Services solicited under this RFP consist of the outreach, recruitment, eligibility determination, assessment, and development of individual service strategies for the targeted population in addition to the 14 program elements listed below. Proposers are encouraged to include as many of the elements as possible in their program design. Elements marked 'required' are directly related to WIOA common measures and will be specifically sought. These elements can be made available directly or through partnerships with other agencies, programs, or funding sources. All programs must include required elements especially a work experience component and follow-up for a period of not less than 12 months.

REQUIRED ELEMENTS

1. Paid work experiences (funded directly through the Division of Employment and Training, and not included in the grant request) that have as a component academic and occupational education, which may include –

Subsidized employment opportunities;

Pre-apprenticeship programs;

Internships and job shadowing; and

On-the-Job Training Opportunities

- 2. Occupational skill training, which may include priority consideration for training programs that lead to recognized postsecondary credentials aligned with in-demand industry sectors or occupations in the local area.
- 3. Follow-up services for at least 12 months after program completion.
- 4. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or cluster (i.e. work-readiness workshops).
- 5. Financial literacy education.
- 6. Services that provide labor market information about in-demand industry sectors and occupations available in the local area, such as career awareness, career counseling, and career exploration services.
- 7. Activities that help youth prepare for and transition to postsecondary education and training.

ADDITIONAL ELEMENTS

- 1. Tutoring, study skills training, instruction, evidence-based dropout recovery strategies that leads to completion of the requirements for a secondary school diploma or its recognized equivalent including a recognized certificate of attendance or similar document for individuals with disabilities, or for a recognized postsecondary credential.
- 2. Alternative secondary school services, or dropout recovery services, as appropriate.
- 3. Entrepreneurial skills training.
- 4. Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social behaviors, as appropriate.
- 5. Supportive services.

- 6. Adult mentoring.
- 7. Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate.

Common Measures/Outcomes

The federally funded Workforce Innovation and Opportunity Act youth program is an "outcome based" program. Contracts will be performance-based, and full payment will be contingent upon satisfactory performance as determined by the local workforce development board.

Programs will be evaluated based on the following WIOA criteria:

- 1. Percentage of program participants who are in education or training activities, or in unsubsidized employment during second quarter after exit
- 2. Percentage of participants who are in education or training activities or in unsubsidized employment during fourth quarter after exit
- 3. Median earnings of participants in unsubsidized employment during second quarter after exit
- 4. Percentage of participants who obtain a recognized postsecondary credential, secondary school diploma or equivalent during participation or within one year after program exit
- 5. Percentage of participants who during a program year are in education that leads to a recognized postsecondary credential or employment and who are achieving measurable gains towards those goals

Program Design

Programs should be designed to prepare youth for a successful transition to employment and/or post-secondary education. It is anticipated that the majority of the below components will be included in program designs. (Please note that at least 20% of the local workforce area's funds must be spent on work-based learning, including work experience, pre-apprenticeship programs, OJT and internships that have academic and occupational education as a component. Although work experience wages are not to be included in the grant request, all programs will be required to include work experience components.)

- Outreach, Recruitment and Eligibility Determination
- Assessment and Development of Individual Service Strategy (ISS)
- Work Readiness Skills/Resume/Interviewing Skills
- Work Experience
- Development of Career Zone Portfolio
- Basic Skills Training if appropriate
- Assistance in obtaining High School Equivalency Diplomas

- Referral to Training for Occupational Skill Development/Certifications
- Job Search Techniques
- Career Exploration and Counseling
- Job Placement/Referral to post-secondary training

Programs should include a planned schedule of activities, including where the service is to be provided, the staff member/agency providing the service, and other relevant information.

Outreach and Recruitment

Outreach and recruitment activities should be directed to youth who are most in need of services under the Workforce Innovation and Opportunity Act (WIOA). These efforts may be coordinated with school districts, non-profit organizations, faith-based organizations, community-based organizations, juvenile justice agencies, and other organizations as appropriate. Emphasis should be placed on youth who require assistance in making a successful transition to further education and employment in occupations that lead to self-sufficiency – to get hired, to advance on the job, and to succeed as independent adults.

Provider Responsibilities

Providers are responsible for recruitment, intake and eligibility determination of appropriate youth. Eligibility determination information must be submitted to DET for certification prior to enrollment in a WIOA-funded activity. DET is requiring a commitment from providers for 15-20 participants per year. Youth activities started or completed prior to the application date will not be counted as achieved during the program.

Providers will complete an objective assessment for each participant including academic and occupational skill levels, interests and aptitudes, prior work experience, and supportive service needs. The assessment is to be utilized to develop an appropriate Individual Service Strategy (ISS) to meet their individual needs.

The ISS identifies the participant's academic and employment goals, and lists appropriate achievement objectives and services. It will include both long-term and short-term goals, and details the plan for the needed educational, employment-related and personal support services.

DET will provide the required forms to complete the documentation necessary for eligibility, including the Objective Assessment and the Individual Service Strategy. All forms must be submitted at the time of enrollment. Other required forms will include timesheets, evaluations, progress reports and appropriate follow-up information. Duplicate copies of paperwork submitted to DET must be maintained at provider site.

During the program, case notes detailing individual participant activities are required on a monthly basis. Proof of attainment of diplomas or certificates, placement in unsubsidized employment, entrance into post-secondary education or the military must be provided to DET in order to meet program responsibilities and pass quarterly performance reviews.

Following participant exit, provider will be required to continue to follow-up on a quarterly basis for a twelve-month period, providing relevant information with regard to the performance measures and goal attainment to DET. Where there has been a change in the participant's

situation, i.e., loss of a job or completion of a training program, appropriate assistance must be provided.

Limitations

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

Affirmative Action and Equal Employment Opportunity

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

Proof of Insurance

Approved service providers will be required to submit proof of Workers Compensation and Liability Insurance in the amount of \$1,000,000. Liability Insurance must name the Town of Oyster Bay as an "Additional Insured" and must be accompanied by an *endorsement certificate*. Such insurance must be maintained for the duration of the program.

Eligibility for Selection

Eligible applicants include public or private entities with experience in the delivery of employment and training services to youth as outlined in this RFP.

Funding

A total of approximately \$500,000 is available for the three-year contractual period, based on anticipated funding under the Workforce Innovation and Opportunity Act. This funding will cover two years of program activities, and one year of follow-up (for those participants who "exit" WIOA services in the second year of the program.) DET is requiring proposers to provide for between 15-20 participants during each of the first two years. Work experience wages will be paid directly to the participants; therefore, work experience wages should not be included in the funding request. Additionally, if a youth is in need of occupational training, and approved by DET, tuition will be paid directly by DET to training institutions. Therefore, work experience wages and tuition costs should not be included in the funding request.

Funding will be based on the number of youth to be served, the program design, and the number and quality of program elements provided within the design. Funds under this RFP cannot be used to pay for services that are currently funded through other sources. Rather, they are intended to fund additional services, so that the range of service options available to targeted youth to successfully transition into a self-sufficient adulthood is expanded and made more comprehensive.

DET will negotiate performance benchmarks with the contractor prior to the beginning of the program. Benchmarks will be established based on planned outcome (goal) data submitted to DET within your completed application. The programs will be evaluated quarterly to assess progress toward meeting benchmarks based on performance goals and will be subject to probation or cancellation for failure to perform.

Review and Evaluation

Proposals will be reviewed by the Oyster Bay-North Hempstead-Glen Cove Youth Committee. Recommendations of the Youth Committee will then be reviewed by the full Workforce Development Board, which will have responsibility for final approval.

Proposals must be responsive to this RFP in order to be rated. To be responsive, proposals must:

- 1. Be submitted by the closing date and time (July 16th, 2021, 2021-3PM)
- 2. Be submitted with the original and two (2) copies (emailed proposals are not accepted).
- 3. Address all of the information requested in the RFP.
- 4. Be presented in the format requested by the RFP.
- 5. Include the completed attachments with original signature.
- 6. Provide three professional references for your organization.

All proposals will be reviewed and rated using the criteria listed on the following page.

		MAXIMUM
	CRITERIA	SCORE
	Experience in serving disadvantaged youth and evident	
1	capability to perform the work required.	10 points
2	Program design clearly describes the services offered.	5 points
3	Program design meets required elements.	10 points
4	Program design includes additional program elements.	5 points
	Program as described will result in positive outcomes and	
5	attainment of skills.	10 points
	Program described meets the needs of the eligible youth to be	
6	served.	10 points
7	Plan ensures adequate supervision of program.	5 points
8	Staff responsibilities/qualifications are clearly outlined.	5 points
	Adequate system for provision of participant post-program	
9	follow-up information to DET.	5 points
	Plan demonstrates a clear system to provide timely submission	
10	of all required information to DET.	5 points
	Proposal has an appropriate plan for recruitment, identification	
11	and enrollment of eligible youth.	10 points
12	Cost effectiveness of training program.	10 points
13	Completeness and clarity of budget.	10 points
	TOTAL	100 POINTS
		APP - SALSAN - N

INSTRUCTIONS FOR COMPLETION OF AN APPLICATION

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

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

1. Applicant

Indicate whether your organization is a youth agency, or another kind of organization.

Please describe the background of your organization, licensing or certification, compliance with relevant federal and state regulations, your facility and equipment necessary for the program, and accessibility of public transportation to the program site. State whether your facilities are accessible to individuals with disabilities.

2. Experience of organization

Describe your experience in serving economically and educationally disadvantaged youth.

3. Program Description

Program Activities:

Programs should be designed to prepare youth for a successful transition to competitive employment and/or post-secondary education. Proposals should include an appropriate combination of activities from the WIOA program elements and program design Please describe each activity that will be included in your program. Be specific, for example, how many sessions will there be, how many youth will be in each, what material will be covered, etc.

Timeline:

Provide a timeline detailing projected enrollments and the attainment of the specified goals for the program period.

The timeline should include the number of youth to be registered in the program, the number to be enrolled in each activity, and the anticipated number to attain each goal. For example, include the number of youth expected to receive a High School Equivalency Diploma, the number receiving a College Credential, the number receiving other recognized Credentials, the number entering post-secondary education, the number entering employment or the military, etc.

Program Goals:

How will you help youth participants to achieve the performance measures? For example, how will you assist youth in obtaining High School Equivalency Diplomas and/or college certifications, occupational skills and certificates; as well as attaining pre-employment skills and placement and retention in employment, post-secondary education or the military?

Paid and unpaid work experiences that have as a component academic and occupational education, including subsidized employment opportunities; preapprenticeship programs; internships and job shadowing; and OJT:

Describe the work experience components to be incorporated into the program. Specify some of the locations (worksites) to be used for work experience positions. List the types of job duties available. Describe the procedures to be used in your program to collect bi-weekly timesheets from each worksite, check them for accuracy and deliver them in a timely fashion to DET.

4. <u>Program Supervision and Staffing</u>

Explain how you will ensure adequate management and supervision specific to this program. Describe the system, and the staff responsible for recruitment of eligible youth, WIOA application procedures, work experience payroll procedures, work readiness/occupational/basic skills training, career counseling, etc. as well as the timely submission of required reports, case notes and post-program follow-up information to DET (for example, "the Coordinator will be responsible for timely submission of participant payroll timesheets to the Town of Oyster Bay.")

Describe the proposed staff responsible for all program activities. DET requires that the staff qualifications be provided via resume. DET reserves the right to reject proposed personnel based on determined lack of qualifications.

*Note that the provision of post-program follow-up information for 12 months after exit is a requirement under this program. The proposal must describe how this will be accomplished.

5. Target Population and Recruitment

Specify procedures for outreach and recruitment of the target population. Provide detailed information on your recruitment plan, including a description of the WIOA-eligible target population of your program.

Methods of recruitment Estimated youth to be served

6. Budget Requirements

Proposals are required to include a line item cost category budget for the services described in their application narrative. All applications that are submitted will be reviewed as to whether or not the proposal included all of the information that was requested.

Any purchases for your program must be done through an established procurement system. You must specify in your budget, if the procurement system you will be using is one that has been established by your agency or if you will be using a procurement system established by another agency. The procurement system that you use must be available for audit and inspection by DET personnel.

All items listed on the budget must clearly specify how the item is related to the program. If necessary, write a narrative to explain. Equipment purchases may not be made with the funds from this grant, therefore, we advise that you rent or lease the equipment needed for your program.

All financial records for this program must be maintained in accordance with Generally Accepted Accounting Principles (GAAP) and must be available for audit and inspection by DET personnel or a duly authorized representative. These records must be retained for a period of five (5) years after the expiration of the contract.

Organizations preparing a budget will be given a "cost-reimbursement" contract. This budget must provide detailed estimates of what you expect to spend, as you will only be reimbursed for costs that are necessary to run the program. All procurement and purchases under these contracts must comply with OMB Circulars A-87, A-21 or A-122. When formulating your budget, keep in mind that each item must have sufficient documentation, when expensed, to substantiate reimbursement from WIOA. If you plan on obtaining materials, supplies, and/or services from another source, (under your procurement guideline) research before preparing your budget what the cost will be. The budget will become a part of your contract and the mechanism for payment.

Each staff position on the budget must have a brief narrative describing the relationship of the position to the program. Staff salaries should include the percentage of time spent on the project, the types of fringe benefits, and the rate of each benefit. Fringe benefits are limited to Federal and State required benefits. Copies of certified payroll registers and/or cancelled checks must support these charges and be included with each invoice.

If your program performed an activity, which generated some sort of income, that income must be tracked with the program expenses and used to defray the program costs. The manner in which that will be accomplished must be stated in the budget and reported with the final program expenses. If your organization is a Community Based Organization with no formal procurement system in place, you may use the procurement list established by the local School District to purchase supplies and secure transportation.

Appropriate grant costs may include teachers, counselors, consultants and other staff, material and supplies, field trips, transportation, entrance fees, food, incentives, follow-up costs in connection with project design, and other costs directly related to the proposed program design. If you require additional assistance concerning the budget portion of your proposal, contact Dennis Palmieri, Supervisor of the Fiscal Unit at (516) 797-4576.

ATTACHMENT I OYSTER BAY/NORTH HEMPSTEAD/GLEN COVE WORKFORCE DEVELOPMENT AREA YOUTH PROGRAM APPLICATION SUMMARY FORM

Legal Name of Organization -	
Address –	
Chief Executive Officer –	
Designated Contact Person –	
Telephone Number – Fax Number – Email –	Total Grant Request — Program Period — Total Number of Youth —
Program Summary	
	*
	le services and conduct the program in accordance with the ication and to comply with the rules and regulations of the tunity Act of 2014.
Date	Signature – Chief Executive Officer or Authorized Representative

WHEREAS, Steven C. Ballas, Comptroller, by memorandum dated April 16, 2021, stated that on behalf of the Town of Oyster Bay, he filed the 2020 Annual Financial Report of the Town of Oyster Bay with the New York State Comptroller, and will file a copy thereof in the Office of the Town Clerk by May 1, 2021; and

WHEREAS, Comptroller Ballas, by said memorandum, recommended Town Board authorization for the Town Clerk to publish a legal notice stating that a copy of the 2020 Annual Financial Report of the Town of Oyster Bay is on file in the Office of the Town Clerk, and is available for public inspection and copying,

NOW, THEREFORE, BE IT RESOLVED, That the recommendation as hereinabove set forth is hereby accepted and approved, and the Town Clerk is hereby authorized and directed to publish a legal notice stating that a copy of the 2020 Annual Financial Report of the Town of Oyster Bay is on file in the Office of the Town Clerk and is available for public inspection and copying.



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

Aye
Aye

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN, That the Comptroller of the Town of Oyster Bay has submitted to the Town Clerk of the Town of Oyster Bay the 2020 Annual Financial Report of the Town of Oyster Bay, and that a copy of such report will be filed in the Office of the Town Clerk, and will be available as a public record for inspection by all interested persons. TOWN BOARD OF TOWN OF OYSTER BAY. JOSEPH S. SALADINO, SUPERVISOR. RICHARD LaMARCA, TOWN CLERK. Dated: May 4, 2021, Oyster Bay, New York.



TOWN OF OYSTER BAY

Inter-Departmental Memo

April 16, 2021

To:

MEMORANDUM DOCKET

From:

STEVEN C. BALLAS, COMPTROLLER

Subject: PREPARATION AND FILING OF THE 2020 ANNUAL FINANCIAL

REPORT OF THE TOWN OF OYSTER BAY

In accordance with Section 30 of the General Municipal Law and Resolution of the Town Board dated December 18, 1962, I, on behalf of the Town of Oyster Bay, filed with the New York State Comptroller the 2020 Annual Financial Report of the Town of Oyster Bay, on or before April 30, 2021.

Further, in accordance with Section 29, subdivision 10-a of the Town Law, I filed with the Town Clerk, on or before May 1, 2021 the 2020 Annual Financial Report of the Town of Oyster Bay. In accordance with said law, I will recommend the Town Board at its meeting of May 4, 2021, by resolution, authorize the Town Clerk to publish a legal notice stating that a copy of the 2020 Annual Financial Report of the Town of Oyster Bay is on file in the Town Clerk's Office and is available for public inspection and copying.

COMPTROLLER

SCB:RPP

cc: IAD (AFR File) Reading File

WHEREAS, by resolution duly adopted on the 29th day of May, 1956, by the Town Board of the Town of Oyster Bay, certain property described therein was leased from William and Helen Somelofski and Josephine Dobies Graf, at the monthly rental of \$50.00 for the storage of highway equipment and material; and

WHEREAS the said lease, as renewed, will expire on December 31, 1962;

NOW, THEREFORE, BE IT RESOLVED that a new lease be entered into at the same rental for a period of one year ending December 31, 1963, with an option to renew for an additional period of one year.

RESOLUTION ADOPTED : ALL VOTING AYE.

The following resolution was offered by Councilman Ocker and seconded by Councilman Poulos:

RESOLVED, that in lieu of preparing the financial report required by Sub-division 10 of Section 29 of the Town Law, the Town Board of the Town of Oyster Bay hereby determines that henceforth the alternate procedures set forth in Sub-division 10-a of Section 29 of the Town Law shall be followed and that the Supervisor shall submit to the Town Clerk, within sixty days after the close of the fiscal year, a copy of the report to the State Comptroller required by Section 30 of the General Municipal Law and the Town Clerk shall cause a summary of such report to be published within ten days after receipt thereof, in a form approved by the State Comptroller, in the official newspaper and in such other newspapers as the Town Board may direct.

RESOLUTION ADOPTED : ALL VOTING AYE.

On motion of Councilman Allsopp, seconded by Councilman Post and carried, the meeting was adjourned at 3:45 P.M.

The Town Board reconvened at 4:20 P.M.

The following resolution was offered by Councilman Grunewald and seconded by Councilman Sisia:

WHEREAS, the BOARD OF TRUSTEES OF MANETTO LODGE 1025 F. & A.M. heretofore petitioned the Town Board of the Town of Oyster Bay for special permission for relief of off-street parking on the real property described below; and

WHEREAS, a duly advertised public hearing on the said petition was held by the Town Board at Town Hall, Oyster Bay, Nassau County, New York on the 13th day of November, 1962, at which hearing parties interested in the subject matter thereof were duly heard; and

WHEREAS, Robinson, Shepps & Doolittle, Esqs., attorneys for the petitioner by Phillip Robinson, Esq., appeared in support of the application and submitted a petition bearing the signatures of five property owners and tenants in the vicinity of the subject premises in support of the application;





BE IT RESOLVED, That the Town Board of the Town of Oyster Bay, 30008 (Location Code), hereby establishes the following standard work days for these titles and will report the officials to the New York State and Local Retirement based on their record of activities:

Name	Social Security Number	NYSLRS ID	Title	Current Term Begin & End Dates	Standard Work Day	Record of Activities Result	Not Submitted	Pay Frequency	Tier 1
Elected Offic	ials		:	[<u> </u>			1
Ioseph S. Saladino			Town Supervisor	1/1/20 12/31/21	8			Biweekly	
Laura L. Maier	: ·		Town Board Member	1/1/20 - 12/31/23	6			Biweekly	Ö
Vicki Walsh			Town Board Member	1/1/20 - 12/31/23	6			Biweekly	
Richard LaMarca		 	Town Clerk	1/1/20 - 12/31/21	8	r · · · ·		Biweekly	
leffrey P. Pravato		†	Receiver of Taxes	1/1/20 - 12/31/23	8	<u> </u>	0	Biweekly	
Appointed C Rebecca Alesia	пистать:		Zoning Board	1/1/21- 12/31/23	i 6		Ø	Biweekly	

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

Reviewer Office of Town I, <u>Richard LaMarca</u>, Clerk of the governing board of the Town of Oyster Bay, of the State of New York, do hereby certify that I have compared the foregoing with the original Resolution passed by such board at a legally convened meeting held on the 4th day of May, 2021, on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Oyster Bay on this 5th

uay of Iviay, 2021

Andavit of posting: I, Richard LaMarca, being duly sworn, deposes and says that the posting of the Resolution began on May 5, 2021 and continued for at least 30 days. That the resolution was available to the public on the

⊠Employer's website at www.oysterbaytown.com

⊠Official sign board at 54 Audrey Avenue, Oyster Bay, New York

[seal]

☐Main entrance clerk's office

Employer: Town of Oyster Bay, Location Code 30008

1

Town of Oyster Bay Inter-Departmental Memo

DATE:

April 27, 2021

TO:

Memorandum Docket

FROM:

John Canning, Commissioner

Department of Human Resources

SUBJECT:

Standard Workday Reporting and Resolution for Elected & Appointed Positions

(Supplemental Memo to Docket for April 20, 2021, Item #18)

Pursuant to the Section 315.4 of the New York Codes Rules and Regulations of the New York State and Local Retirement System, concerning the calculation and reporting of days worked for elected or appointed officials, the governing board of the elected or appointed officials shall establish, by resolution, a standard work day for each elective or appointive position.

Pursuant to the foregoing, this Office recommends Town Board adoption of a Standard Workday Resolution for the following elected and appointed officials for their respective terms of office based on the record of activities attached to this supplemental memorandum that are maintained and submitted by the Office of the Town Clerk:

Social Security Number (last (Redacted)		Current Term	NYSLRS Registration (Redacted)	Standard Workday
xxx-xx-xxxx	Town Supervisor, Joseph S. Saladino	1/1/2020-12/31/2021	Rxxxxxxxx	8 hrs/day
XXX-XX-XXXX	Receiver of Taxes, Jeffrey P. Pravato	1/1/2020-12/31/2023	Rxxxxxxxx	8 hrs/day
XXX-XX-XXXX	Town Clerk, Richard LaMarca	1/1/2020-12/31/2021	Rxxxxxxxx	8 hrs/day
XXX-XX-XXXX	Town Board Member, Laura L. Maier	1/1/2020-12/31/2023	Rxxxxxxxx	6 hrs/day
XXX-XX-XXXX	Town Board Member, Vicki Walsh	1/1/2020-12/31/2023	Rxxxxxxxx	6 hrs/day
XXX-XX-XXXX	Zoning Board Member, Rebecca Alesia	1/1/2021-12/31/2025	Rxxxxxxxx	6 hrs/day

None of the aforementioned Elected and Appointed officials is a Tier 1 member.

Said Resolution shall be adopted at the Town Board Meeting on May 4, 2021, in the format set forth by the aforementioned regulations.

Sincerely,

JOHN CANNING

Commissioner

Department of Human Resources

Town of Oyster Bay Inter-Departmental Memo

DATE:

April 20, 2021

TO:

Memorandum Docket

FROM:

John Canning, Commissioner

Department of Human Resources

SUBJECT:

Standard Workday Reporting and Resolution for Elected & Appointed Positions

Pursuant to the Section 315 .4 of the New York Codes Rules and Regulations of the New York State and Local Retirement System, concerning the calculation and reporting of days worked for elected or appointed officials, the governing board of the elected or appointed officials shall establish, by resolution, a standard work day for each elective or appointive position.

Although Section 315.4 provides that this resolution shall be adopted no later than the first regular meeting held 180 days from the commencement of the term of office, the Town has been granted an extension for the filing of said resolution, due to the COVID 19 pandemic, by the Pension Integrity Unit of the New York State and Local Retirement System.

In compliance with the aforementioned regulation, the Standard Workday Resolution shall be posted on the Town website for a minimum of thirty (30) days, and a certified copy of the Standard Work Day Resolution and an affidavit of posting shall be filed by the Town Clerk with the Office of the State Comptroller within fifteen (15) days thereafter.

Pursuant to the foregoing, this office recommends Town Board adoption of a Standard Workday Resolution for the following elected and appointed officials for their respective terms of office:

Town Supervisor, Joseph S. Saladino	1/1/2020-12/31/2021
Receiver of Taxes, Jeffrey P. Pravato	1/1/2020-12/31/2023
Town Clerk, Richard LaMarca	1/1/2020-12/31/2021
Town Councilwoman, Laura L. Maier	1/1/2020-12/31/2023
Town Councilwoman, Vicki Walsh	1/1/2020-12/31/2023
Zoning Board Member Rebecca Alesia	1/1/2021-12/31/2025

Said Resolution shall be adopted at the Town Board Meeting on May 4, 2021, in the format set forth by the aforementioned regulations. A Supplemental Memorandum will follow to include additional information.

Sincerely,

JOHN CANNING

Commissioner

Department of Human Resources

At a virtual meeting of the Town Board of the Town of Oyster Bay, Nassau County, New York, held at the Town Hall, Audrey Avenue, in Oyster Bay, New York, in said Town, on May 4, 2021, at 7:00 P.M., Prevailing Time.

PRESENT:
Joseph Saladino Supervisor
Michele Johnson Councilman
Louis Imbroto
Councilman
Thomas Hand Councilman
Steve Labriola
Councilman
Laura Maier
S Councilman
Vicki Walsh Councilman

In the Matter of the Increase and Improvement of the Facilities of the Oyster Bay Water District in the Town of Oyster Bay, Nassau County, New York Resolution No. 255-2021

ORDER CALLING PUBLIC HEARING

WHEREAS, the Town Board of the Town of Oyster Bay, Nassau County, New York, has been presented with an amended petition, dated January 28, 2021, executed by a majority of the duly elected Water District Commissioners of the Oyster Bay Water District, pursuant to Section 216

Heviewed By Office of Town Attorney That MAMA of the Town Law, requesting the increase and improvement of the facilities of the Oyster Bay Water District in said Town, consisting of the following projects: (i) Advance Oxidation Process (AOP) Treatment System at Plant No. 2 and (ii) Emergency Interconnection with Locust Valley Water District, and incidental expenses in connection therewith, and

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

WHEREAS, the map, plan and report is in the form of a report from H2M Architects & Engineering ("H2M"), engineers duly licensed in the State of New York, entitled "ENGINEERING REPORT – 2020 BOND REPORT, PROJECT 1: ADVANCE OXIDATION PROCESS (AOP) TREATMENT SYSTEM AT PLANT NO. 2, PROJECT 2: EMERGENCY INTERCONNECTION WITH LOCUST VALLEY WATER DISTRICT", dated January 2021; and

WHEREAS, the estimated maximum cost of such increase and improvement of facilities is to be borne by the Oyster Bay Water District is determined to be \$6,249,000 and the pain for the financing thereof is by (i) a proposed issuance of up to \$2,786,780 of bonds of the Town, (ii) \$3,286,000 is expected in New York State Grants and (iii) \$176,220 is the expected cost-sharing portion from the Locust Valley Water District; and

WHEREAS, the cost of the proposed \$2,786,780 bonds shall be annually apportioned and assessed upon the several lots and parcels of land within said Oyster Bay Water District in the manner provided by law and levied and collected in an amount sufficient to pay the principal and interest on said bonds as the same become due;

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

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

NOW, THEREFORE, BE IT

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

Section 1. A meeting of the Town Board of the Town of Oyster Bay, Nassau County, New York, shall be held at the Town Hall East, 54 Audrey Avenue, Oyster Bay, New York, in said Town, on May 18, 2021 at 10:00 A.M., Prevailing Time, for the purpose of conducting a public hearing on the proposed increase and improvement of the facilities of the Oyster Bay Water District in said Town, and the map, plan and report including estimate of cost referred to in the preambles hereof, at which time and place said Town Board will hear all persons interested in the subject thereof concerning the same.

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

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that the Town Board of the Town of Oyster Bay, Nassau County, New York, will meet at the Town Hall East, 54 Audrey Avenue, in Oyster Bay, New York, in said Town, on May 18, 2021 at 10:00 A.M., Prevailing Time, for the purpose of conducting a public hearing relating to the proposed increase and improvement of the facilities of the Oyster Bay Water District in said Town, consisting of the following projects: (i) Advance Oxidation Process (AOP) Treatment System at Plant No. 2 and (ii) Emergency Interconnection with Locust Valley Water District, including incidental expenses in connection therewith, at an estimated maximum cost of \$6,249,000, of which up to \$2,786,780 of bonds of the Town is proposed to be issued therefor (with remaining cost

-4-

expected to be paid for with \$3,286,000 in New York State Grants and \$176,220 in cost-sharing

portion from the Locust Valley Water District); at which time and place said Town Board will hear all

persons interested in the subject thereof concerning the same. The cost of the bonds shall be

annually apportioned and assessed upon the several lots and parcels of land within the Oyster Bay

Water District in the manner provided by law and levied and collected in an amount sufficient to pay

the principal and interest on said bonds as the same become due.

The map, plan and report, including estimate of cost, relating to this project, prepared by H2M

Architects & Engineers and entitled "ENGINEERING REPORT - 2020 BOND REPORT, PROJECT

1: ADVANCE OXIDATION PROCESS (AOP) TREATMENT SYSTEM AT PLANT NO. 2, PROJECT

2: EMERGENCY INTERCONNECTION WITH LOCUST VALLEY WATER DISTRICT", dated

January 2021, is on the file in the Office of the Town Clerk where it is available for public inspection

during normal business hours.

An environmental analysis has been prepared on behalf of the Oyster Bay Water District

pursuant to the regulations of the New York State Department of Environmental Conservation

promulgated pursuant to the State Environmental Quality Review Act in connection with such

increase and improvement of the facilities of the Oyster Bay Water District and it has been

determined that such increase and improvement of the facilities of the Oyster Bay Water District will

not result in any significant environmental effects.

Dated:

Oyster Bay, New York

May 4, 2021

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

> Richard LaMarca Town Clerk

Section 3.

This order shall take effect immediately.

69713651.2

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

Superviaor Saladino	VOTING_	AYE
Councilwoman Johnson		AYE
Councilman Imbroto	VOTING	AYE
Councilman Hand	VOTING_	AYE
Councilman Labriola	VOTING _	AYE
Councilwoman Maier	VOTING _	AYE
Councilwoman Walsh	VOTING _	AYE

The order was thereupon declared duly adopted.

69713651.2

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

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

That I have compared the annexed extract of the minutes of the meeting of the Town Board of said Town, including the resolution contained therein, held on May 4, 2021, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

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

I FURTHER CERTIFY that, [please check one below]

____ (1) pursuant to Section 103 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public, or

X (2) due to the COVID-19 pandemic, said meeting was held remotely by conference call, video conference, or other similar means in accordance with the requirements set forth in Executive Order 202.1, as amended.

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

Newspaper and/or Other News Media

Date Given

Various publications throughout the

April 30, 2021

Town of Oyster Bay

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

Designated Location(s) of Posted Notice

Date of Posting

Bulletin board, 1st Floor, 54 Audrey Avenue

April 30, 2021

Oyster Bay, NY 11771

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town on May 4, 2021.

Town Clerk

(CORPORATE SEAL)

Town of Oyster Bay Inter-Departmental Memo

April 19, 2021

To:

Memorandum Docket

From:

Robert Darienzo, Director of Finance

Subject:

Public Hearing - Oyster Bay Water District Improvements

Town Board action is required to approve a resolution calling for a public hearing on May 18, 2021 to authorize the issuance of serial bonds for Oyster Bay Wafer District Improvements. The Order Calling for the Public Hearing has been prepared by Bond Counsel and is attached to this memo.

Thank you.

Robert Darienzo
Director of Finance

RD/rd

Word/Documents/Docket/2020 oyster bay wd improve

EMAIL: rdarienzo@oysterbay-ny.gov

April 19, 2021

Mr. Robert Darienzo
Director of Finance
Town of Oyster Bay
Town Hall East
54 Audrey Avenue
Oyster Bay, New York 11771

NORTON ROSE FULBRIGHT

Norton Rose Fulbright US LLP 1301 Avenue of the Americas New York, New York 10019-6022 United States

Uyen Poh
Partner
Direct line +1 212 318 3158
uyen poh@nortonrosefulbright.com

Tel +1 212 318 3000 Fax +1 212 318 3400 nortonrosefulbright.com

Re: Town of Oyster Bay, Nassau County, New York

Oyster Bay Water District - 202-b

Advance Oxidation Process (AOP) Treatment at Plant No. 2, Emergency Interconnection with Locust Valley Water District

Up to \$6,249,000 Estimated Maximum Cost (\$2,786,780 Bonds, \$3,462,220 in Grants/Other)

Our File: 10604814.248

Dear Rob:

In accordance with your request, we have prepared and enclose herewith a form of order calling a public hearing on the question of the increase and improvement of the facilities of Oyster Bay Water District in said Town.

This order must be adopted by at least a majority vote of the entire voting strength of the Town Board. The notice of the public hearing, a form of which I enclose herewith for your convenience, must be published once in the newspaper specified in the order and posted on the Town Clerk's signboard, such posting and publication to be made not less than ten nor more than twenty days prior to the date of the meeting.

When available please email the following documents to uyen.poh@nortonrosefulbright.com and judy.velez@nortonrosefulbright.com:

- (a) Order Calling Public Hearing.
- (b) Original affidavit of posting of the same with a copy of the notice as posted attached
- (c) Original printer's affidavit of publication of the legal notice of the hearing.

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

Very truly yours,

Uyen Poh Enclosure

Norton Rose Fulbright US LLP is a limited liability partnership registered under the laws of Texas.

Norton Rose Fulbright US LLP, Norton Rose Fulbright LLP, Norton Rose Fulbright Australia, Norton Rose Fulbright Canada LLP and Norton Rose Fulbright South Africa Inc are separate legal entities and all of them are members of Norton Rose Fulbright Verein, a Swiss verein. Norton Rose Fulbright Verein helps coordinate the activities of the members but does not itself provide legal services to clients. Details of each entity, with certain regulatory information, are available at nortonrosefulbright.com.

Reviewed By Office of Town Attorney

WHEREAS, by Resolution No. 292-2019, adopted on May 7, 2019, the Town Board awarded Contract No. PRE19-194, Requirements Contract for Parks Electrical Service throughout the Town of Oyster Bay, to Welsbach Electric Corp. of Long Island, for the period commencing May 7, 2019 through May 6, 2020, with the option of four (4) one (1) year extensions; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated April 19, 2021, requested Town Board authorization to exercise the second one-year extension of Contract No. PRE19-194, Requirements Contract for Parks Electrical Service throughout the Town of Oyster Bay, with Welsbach Electric Corp. of Long Island, for the period commencing May 7, 2021 through May 6, 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 to use Five Hundred Thousand (\$500,000.00) Dollars for the use of the subject contract at various locations within the Town of Oyster Bay,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are approved, and Contract No. PRE19-194 with Welsbach Electric Corp. of Long Island is hereby extended, for the period from May 7, 2021 through May 6, 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 for the use 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	Aye

TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

APRIL 19, 2021

TO:

MEMORANDUM DOCKET

FROM:

RICHARD W. LENZ, P.E., COMMISSIONER

DEPARTMENT OF PUBLIC WORKS/HIGHWAY

SUBJECT:

REQUEST EXTENSION OF REQUIREMENTS CONTRACT FOR

PARKS ELECTRICAL SERVICES THROUGHOUT THE TOWN OF OYSTER BAY

CONTRACT NO. PRE19-194

The Department of Public Works has reviewed the work performed by Welsbach Electrical Corp. of Long Island with respect to the above-mentioned contract under contract number PRE19-194 which was extended by the Town Board on May 5, 2020, Resolution No. 260-2020.

Attached is a letter dated April 14, 2021 from Welsbach Electrical Corp. of Long Island requesting the contract be extended for 1 year, as per the contract specifications at the same terms, conditions and pricing. This will be the second extension allowable by the contract specifications.

In addition, it is hereby requested the annual amount not to exceed \$500,000.00 be authorized for the use of the above-mentioned contract for various locations throughout the Town of Oyster Bay, as per the contract specifications.

Therefore, the Department of Public Works recommends that Contract No. PRE19-194, Requirements Contract for Parks Electrical Services throughout the Town of Oyster Bay, be extended for 1 year at the same terms, conditions and pricing at an annual amount not to exceed \$500,000.00.

COMMISSIONER

DEPARTMENT OF PUBLIC WORKS/HIGHWAY

RWL/JCT/MR/nm

Attachment

cc: Steven C. Ballas, Comptroller

PRE19-194 extend electrical requirements 2nd year



Welsbach Electric Corp. of L.I. 300 Newtown Road Plainview, NY 11803 516,454,0023 • Fax: 516,454,0282

April 14, 2021

Town of Oyster Bay
Department of Public Works
150 Miller Place
Syosset, New York 11791-5699

Re:

Request for Contract Extension

PRE 19-194

Gentlemen:

Welsbach Electric Corp., of L.I. is hereby respectfully requesting to renew contract No. PRE 19-194 for the Department of Parks Electrical Requirements Service Contract throughout the Town of Oyster Bay for an additional year beginning May 7, 2021 under the same terms, conditions and pricing as awarded in the original contract.

Federal Tax ID# 11-2354251

Thank you for your consideration and we look forward to being of continued service.

Very truly yours,

Welshach Electric Corp., L.I.

Harvey Beckwith Project Manager

cc: Joseph P. Florio President/CEO



Reviewed By Office of Town Attorney

WHEREAS, by Resolution No. 292-2019, adopted on May 7, 2019, the Town Board awarded Contract No. PRE19-194, Requirements Contract for Parks Electrical Service throughout the Town of Oyster Bay, to Welsbach Electric Corp. of Long Island, for the period commencing May 7, 2019 through May 6, 2020, with the option of four (4) one (1) year extensions; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highways, by memorandum dated April 20, 2020, requested Town Board authorization to exercise the first one-year extension of Contract No. PRE19-194, Requirements Contract for Parks Electrical Service throughout the Town of Oyster Bay, with Welsbach Electric Corp. of Long Island, for the period commencing May 7, 2020 through May 6, 2021, 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 to use Five Hundred Thousand (\$500,000.00) Dollars for the use of the subject contract at various locations within the Town of Oyster Bay,

NOW, THEREFORE, BE IT RESOLVED, That the requests as hereinabove set forth are accepted and approved, and Contract No. PRE19-194 with Welsbach Electric Corp. of Long Island is hereby extended, for the period from May 7, 2020 through May 6, 2021, 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 for the use 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	Aye

Meeting of May 4, 2021

Resolution No. 257-2021

WHEREAS, Richard W. Lenz, P.E., Commissioner of the Department of Public Works/Highways by memorandum dated April 16, 2021, requests Town Board authorization to have employees attend the Federation of New York Solid Waste Association's virtual Solid Waste and Recycling Conference and Trade Show for 2021, with a registration fee of \$200.00 per person, for a total amount of \$400.00, for the following employees:

Richard W. Lenz, P.E., Commissioner of the Department of Public Works/Highway Matthew Russo, P.E., Division of Engineering

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and Richard W. Lenz, P.E., Commissioner of the Department of Public Works/Highway and Matthew Russo, P.E., Division of Engineering, are hereby authorized to attend the Federation of New York Solid Waste Association's virtual Solid Waste and Recycling Conference and Trade Show for 2021, with a registration fee of \$200.00 per person, for a total amount of \$400.00; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to issue and encumbrance order to each of the above in the amount of \$200.00, for a total of \$400.00 from Account No. A 1490 47200 000 0000.

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

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



TOWN OF OYSTER BAY

INTER-DEPARTMENTAL MEMO

APRIL 16, 2021

TO

MEMORANDUM DOCKET

FROM

RICHARD W. LENZ, P.E., COMMISSIONER

DEPARTMENT OF PUBLIC WORKS/HIGHWAY

SUBJECT

FEDERATION OF NEW YORK SOLID WASTE ASSOCIATIONS

ANNUAL SOLID WASTE AND RECYCLING CONFERENCE

ACCOUNT NO. DPW A 1490 47200 000 0000

The Federation of New York Solid Waste Associations, whose member organization New York State Association for Solid Waste Management contains several Town employees as members, is conducting its annual Solid Waste and Recycling Conference and Trade Show virtually for 2021, after cancelling the 2020 event due to the COVID-19 pandemic. The conference runs from May 18-20, 2021.

The conference offers seminars and discussion platforms for solid waste industry professionals in the areas of recycling and solid waste management, landfill design, operation and remediation, solid waste and recycling processing technologies, and current and proposed solid waste and recycling regulations. The fee to register for the conference is \$200.00.

It is requested that the following personnel be authorized to attend:

- Richard W. Lenz, P.E., Commissioner of Public Works/Highway
- Matthew Russo, P.E., Division of Engineering

Funding is available for this purpose in Account No. A 1490 47200 000 0000.

It is requested that the Town Board authorize Richard W. Lenz, P.E. and Matthew Russo, P.E. to attend the conference, and to direct the Office of the Comptroller to issue an encumbrance order to each in order to provide reimbursement in the amount of \$200.00, for a total amount of \$400.00.

RICHARD W. LENZ, P.E. COMMISSIONER

DEPARTMENT OF PUBLIC WORKS/HIGHWAY

Attachment

Steven Ballas, Comptroller

DOCKET LENZ & RUSSO NY FEDERATION 2021 CONFERENCE

NY Federation Virtual Conference

Just another WordPress site

- Home
- Contact Us

Navigation Home



iPhone Android App



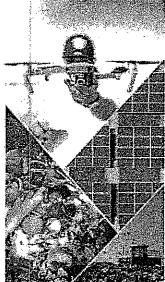
Agenda

- <u>Daily</u>
 <u>Program</u>
- Speakers

Exhibitors & Sponsors

- Exhibitor & Sponsorship Opportunities
- <u>View</u> Exhibitors
- <u>View</u>
 <u>Sponsors</u>

THE EVENT



The Federation of New York Solid Waste Associations Conference with Trade Show traditionally meets in May at The Sagamore. It will be held 'virtually' from May 18 – 20, 2021 (Tuesday – Thursday) and will include many of the same benefits of technical sessions, roundtable networking, exhibitors and sponsorships that you have experienced for over twenty (20) years at The Sagamore.

PLUS, through the use of an event app, you will have at your fingertips the ability to build professional connections, gain insights into fellow industry professionals and interact more actively before, during and after the conference.

THE AGENDA

The program will feature a cross section of solid waste industry and professional development over the course of three (3) days. Topics will include: Circular Economy; Climate Control; Diversity, Equity & Inclusion; Engineering Ethics; Extended Producer Responsibility; Industry Technological Advancements; Landfill Slope Failures; Organics Management; PFAS & Treatment Technology; Recycle Right NY; and Recycling Markets.

8 PDHs

Professional Engineer Development – Your Credits will be awarded at completion of sessions indicated in the program by '1.5 PDH'. PDHs will only be issued in the name of the registered person.

Guidelines & FAQ

- FAQ
- Attendees
- Speaker
- Exhibitor
- Sponsor

Questions?

Contact Mallory Cail, <u>Registrar</u>, will be able to assist you through the process.

SWANA CEUs

Contact Hours may be earned at completion toward maintaining SWANA's Certification Manager/Technical Associate Program. CEUs will only be issued in the name of the registered person.

REGISTRATION FEES

- ★ Member Registration(1) (NYSASWM, NYSAR3 & SWANA) = \$200
- Non Member Registration \$275
- ★ Speaker and/or Moderator(2) = \$150
- ♦ One Day Registration = \$95

(1) Member Organization Codes:

- New York State Association for Solid Waste Management = 21NYSASWM
- New York State Association for Reduction, Reuse and Recycling = 21NYSAR3
- ★ Solid Waste Association of North America = 21SWANA

(2) In recognition of Speaker and/or Moderator preparation and participation

The Conference Registration Fee is reduced for the presenter. For multiauthored presentations, there is only one reduced Registration Fee per presentation.

Payment by Credit Card only. No refunds after April 30, 2021.

SPONSORSHIPS AND EXHIBITORS...GREAT ROI

Solid waste and recycling companies representing equipment manufacturers, engineering, finance and legal consultants and service providers will be able to reach public and private sector solid waste & recycling industry decision-makers through the new conference app and online experience in real time.

Exhibitors and sponsors will receive a portal link to customize and set up their own company profile. You will be able to upload marketing PDFs, links to product videos and set up live showcases. Access to attendees' contact information for messaging and scheduling one-on-one meetings will generate leads and maximize ROI.

EXCLUSIVE Premier, Silver, Bronze Sponsorships will have your company logo prominently visible as attendees visit the home page, agenda and profile screens for MAXIMUM visibility and outreach. NON EXCLUSIVE Contributing or Supporting options include your logo in rotation with others.

Exhibitors can additionally boost their brand visibility by including raffles and give aways.

Due to the real-time benefits of the app and online experience, there are NO REFUNDS for Exhibitors and Sponsors.

≺ Previous



Federation of NY Solid Waste & Recycling Conference with Trade Show

May 18 - 20, 2021 (EDT)

Order Detail

Non Member Registration (Mbr Use Disc Code)

Quantity:

1

Price:

\$200.00

(Discounted \$75.00)

Fee:

\$0.00

Total:

\$200.00

Total Payment: \$200.00

Registration Information

You have 44:31 to complete registration.

Buyer Information

First Name *

First Name

✓ You have successfully registered!

Message From the Organizer

Thank you for supporting the Federation of New York's Solid Waste & Recycling Conference With Trade Show, May 18 – 20, 2021 (Tuesday - Thursday).

Your credit card has been billed and you can look for this charge on the credit card statement under "SWANA, NYS (NYFED CONF)".

Next Step: View Guidelines (Attendee, Speaker, Sponsor, Exhibitor) virtual.nyfederation.org

<u>Refund Policy:</u> Registration ONLY if cancellation received by April 30, 2021. NO REFUNDS for Exhibitors and Sponsors. No phone cancellations.

Questions by 'Reply'? (Please allow 48 hours for response.)

Mallory Cail, Registrar register@nyfederation.org

Online Order Details

Name:

Matthew Russo

Email:

mrusso@oysterbay-ny.gov

Confirmation #:

ch_1lkb3wF0o435l9cy2zxwZ5eg

Credit Card #:

****4001

Order Date:

April 26, 2021 at 16:29

Tickets	Price
1 x Non Member Registra	\$200.00
Attendee: Matthew Russo	

Tickets Subtotal: \$200.00 (USD)

Order Total: \$200.00 (USD)

You may edit your registration information within 24 hours of your purchase.

Event Details

Federation of NY Solid Waste & Recycling Conference with Trade Show

May 18 - 20, 2021

Add to your calendar Google | Outlook | iCal | Yahoo

Contact Info:

register@nyfederation.org

Questions & Cancellation Policy

Questions: Contact your event organizer with any questions you have about this event at register@nyfederation.org

Cancellation Policy: The cancellation and refund policies are set by the event organizers. Please contact your event organizer directly to request a refund.

event and conference app support@whova\com

www.whova.com



✓ You have successfully registered!

Message From the Organizer

Thank you for supporting the Federation of New York's Solid Waste & Recycling Conference With Trade Show, May 18 – 20, 2021 (Tuesday - Thursday).

Your credit card has been billed and you can look for this charge on the credit card statement under "SWANA, NYS (NYFED CONF)".

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<u>Refund Policy:</u> Registration ONLY if cancellation received by April 30, 2021. NO REFUNDS for Exhibitors and Sponsors. No phone cancellations.

Questions by 'Reply'? (Please allow 48 hours for response.)

Mallory Cail, Registrar register@nyfederation.org

Online Order Details

Name:

Richard Lenz

Email:

rlenz@oysterbay-ny.gov

Confirmation #:

ch_1lks8KF0o435l9cyPJfGBXbm

Credit Card #:

****1146

Order Date:

April 27, 2021 at 10:43

Tickets	Price
1 x Non Member Registra	\$200.00
Attendee: Richard Lenz	nas, a na anno agus pananan ja main na na anno anno anno anno anno anno

Tickets Subtotal: \$200.00 (USD)

Order Total: \$200.00 (USD)

You may edit your registration information within 24 hours of your purchase.

Event Details

Federation of NY Solid Waste & Recycling Conference with Trade Show



May 18 - 20, 2021

Add to your calendar Google | Outlook | iCal | Yahoo

Contact Info:

register@nyfederation.org

Questions & Cancellation Policy

Questions: Contact your event organizer with any questions you have about this event at register@nyfederation.org

Cancellation Policy: The cancellation and refund policies are set by the event organizers. Please contact your event organizer directly to request a refund.

event and conference app support@whova.com www.whova.com







WHEREAS, by Resolution No. 401-2017, adopted on July 11, 2017, the Town Board authorized the Department of Public Works to utilize the services of Structural Preservation Systems, LLC., to provide emergency repair services at the Hicksville Parking Facility, and to provide a temporary shoring system for a period of eight (8) months, in an amount not to exceed \$53,040.00, as a sub-contractor to Hirani Engineering and Land Surveying, P.C., under Contract No. PWC07-16; and

WHEREAS, by Resolution No. 120-2018, adopted on February 27, 2018, the Town Board authorized the Department of Public Works to extend the Department's agreement with Structural Preservation Systems, LLC, to continue to provide a temporary shoring system at the Hicksville Parking Facility, for six (6) months, at a negotiated and approved monthly rental rate of \$6,630.00 per month, *nunc pro tunc* from February 12, 2018 through June 18, 2018, for a total amount not to exceed \$39,780.00; and

WHEREAS, in connection with Contract No. H17-153, Hicksville Parking Facility Shoring Rental, Project ID No. 1804 HWYST-02, Richard W. Lenz, P.E., Commissioner, Department of Public Works/Highway, by memorandum dated April 16, 2021, requested that the Town Board ratify the Department's continued use of the services of Structural Preservation Systems, LLC, for a two (2) month period, at the previously agreed upon rate of \$6,630.00 per month, *nunc pro tunc*, from June, 2018, through August 2018, for a total amount not to exceed \$13,260.00,

NOW, THEREFORE, BE IT RESOLVED, that the request as hereinabove set forth is approved, and in connection with Contract No. H117-153, Project ID No 1804 HWYST-02, the Town Board hereby ratifies the Department of Public Works/Highway's continued use of the services of Structural Preservation Systems, LLC, for a two (2) month period, at the previously agreed upon rate of \$6,630.00 per month, *nunc pro tunc* from June, 2018, through August, 2018, for a total amount not to exceed \$13,260.00; and be it further

RESOLVED, that the funds for said payment shall be drawn from Account No. HWY H 5997 20000 000 1804 016; 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	Ave



TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

APRIL 16, 2021

TO

MEMORANDUM DOCKET

FROM

RICHARD W. LENZ, P.E., COMMISSIONER

DEPARTMENT OF PUBLIC WORKS/HIGHWAY

SUBJECT

HICKSVILLE PARKING FACILITY SHORING RENTAL

CONTRACT NO. H17-153

ACCOUNT NO.: HWY H 5997 20000 000 1804 016

PROJECT ID NO. 1804HWYST-02

Town Board Resolution 401-17, dated July 11, 2017, authorized Structural Preservation Systems, LLC to install reinforcement at certain locations in the lower decks of the Hicksville Parking Facility in order to be protective of the public, with an initial equipment rental period of eight months through December 2017. The rental was further extended for a six month period through June 2018 by Town Board Resolution 120-2018, dated February 27, 2018, which was the projected start time of the Hicksville Parking Facility structural repair contract.

Initial bids had been received for the structural repair contract in June 2018 as scheduled, but due to a necessary rebid, a contract was not awarded until the end of July 2018. At that time, the emergency shoring rental had not been extended through the start date of the structural repair contract in August 2018. At this time the Department of Public Works requests that the rental contract be extended by an additional two months, at the previously agreed upon rate of \$6,630.00 per month, for a total increase of \$13,260.00.

Funds are available for this purpose in Account No. HWY H 5997 20000 000 1804 016.

Therefore, we request the Town Board authorize, by resolution, a continuation of the services by Structural Preservation Systems, LLC for a two-month period, *nunc pro tunc* from June 18, 2018, in the total amount of \$13,260.00 and that payment be issued by the Office of the Comptroller upon submission of a proper claim.

RICHARD W. LENZ RE

DEPARTMENT OF PUBLIC WORKS/HIGHWAY

Attachment

c:

Steven Ballas, Comptroller

John Bishop, Deputy Commissioner/Highway

H17-153 DOCKET FINAL EXTENSION

	TIFICATE FOR PAYMENT, containing
CONTINUATION SHEET	G702, APPLICATION AND CERTIFICATE FOR PAYMEI

G703

APPLICATION NUMBER: 429458-15 APPLICATION DATE: 4/18/2019

PAGE 2 OF 2 PAGES

4/1/2019

PERIOD TO: ARCHITECT'S PROJECT NO:

Use Column I on Contracts where variable retainage for line items may apply. In tabulations below, amounts are stated to the nearest dollar. Contractor's signed Certificate is attached.

*					***********					_	_																					
	RETAINAGE	@ 2%			\$0.00			\$0.00			\$0,00			\$0.00			\$0.00		\$0.00				\$0.00	\$0.00	30,00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	20.00 30.00
Ξ	BALANCE	TO FINISH (C-G)			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00		\$0.00				\$0.00	\$0,00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	80.00I
	%	ပ် + ၅)			100%			100%			100%			100%			100%		100%			÷	100%	100%	100%		*******					100%
O	TOTAL	COMPLETED AND STORED	TO DATE (D+E+F)		\$5,000.00			\$45,000.00			\$16,875.00			\$6,900.00			\$900.00		\$7,000.00				\$53,040.00	\$39,780,00	\$13,260,00	\$0.00	\$0.00	\$0.00	\$0.00	00.00	\$0.00	\$187,755.00
u.	MATERIALS	PRESENTLY STORED	(NOT IN D or E)		\$0.00			\$0.00			\$0.00			\$0.00			\$0.00		\$0.00		***************************************		\$0.00	80.00	30.00		***************************************					\$0.00
ш	WPLETED	THIS PERIOD			O			0			O			0			0		\$0.00				\$0.00	\$0.00	\$0.00							100.0g
C	WORK COMPLETED	FROM PREVIOUS APPLICATION	(D+E)		\$5,000.00			\$45,000.00			\$16,875.00			\$6,900.00			\$900.00		\$7,000.00		• ***		\$53,040.00	\$39.780.00	\$13,260.00		.,					\$187,755.00
Ó	SCHEDNED	VALUE			\$5,000.00			\$45,000.00			\$16,875,00			\$6,900.00			\$300,00		\$7,000.00		muu		\$53,040.00	\$39.780.00	\$13,260.00		-	一フランプロレメ	1			\$187,755.00
co.	DESCRIPTION OF WORK			Mobilization for Emergency	work L.S.	3 Men crew 8 hour shift	(portal to portal) 12 Days @	\$3,750/Day	Overtime for weekend over 8	hour shift for 3 men crew	9Days @ \$1,875/Day	4 Post schore first month rental	600 Post Shores @	\$11.50/each		beam - First month rental - 36	@ \$25.00/each	6 c. Wood, braces, anchors,	clamps and miscellaneous	7 Monthly rental for 600 post	shores and 36 aluminum	beams including 8% discount -	8 Months @ \$6.630/month	6 months additional extended Rental (6 36.639 month)	9 extended 'ental for 8/24/48							TOTALS
A	ITEM	Ö.		1		12		7	~ √	 ممد	<u>ا</u>		2)		1O	/]_		WI @		_			ノ 151 よ	\bigvee	•		-					

WHEREAS, pursuant to Resolution No. 401-2017, dated July 11, 2017, Structural Preservation Systems, LLC was authorized to install a temporary reinforcement system at certain locations in the lower decks of the Hicksville Parking Facility ("Garage") in order to protect the public during the pendency of emergency repairs; and

WHEREAS, Richard W. Lenz, P.E., Commissioner, Department of Public Works, by memorandum dated February 12, 2018, requested that the rental of the reinforcement system employed by Structural Preservation Systems, LLC be extended for an additional six month period through June 17, 2018, to allow that system to remain in place through construction of the necessary repairs to the Garage; and

WHEREAS, Commissioner Lenz provided the Town Board with a proposal from Structural Preservation Systems, LLC, dated February 12, 2018, whereby Structural Preservation Systems, LLC proposed to continue the existing rental agreement at the previously negotiated and approved monthly rental rate of \$6,630.00 for the six month period through June 17, 2018, for the total amount of \$39,780.00; and

WHEREAS, funds are available for this purpose from Account No. HWY H 5997 20000 000 0811 016,

NOW, THEREFORE, BE IT RESOLVED, that the request as hereinabove set forth is hereby approved, nunc pro tunc, and the Department of Public Works is hereby authorized to extend the agreement with Structural Preservation Systems, LLC to continue to provide a temporary shoring system at the facility for six months, through June 17, 2018, for the total amount of \$39,780.00; and it is further

RESOLVED, that the Comptroller is authorized to make payment to Structural Preservation Systems, LLC in the total amount of \$39,780.00 upon presentation of a duly certified claim, after audit, with funds to be drawn from Account No. HWY H 5997 20000 000 0811 016.

-11-

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	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye

cc: Supervisor
Town Attorney
Comptroller
Public Works
Highway





WHEREAS, pursuant to Contract PWC07-16, Hirani Engineering & Land Surveying, P.C. ("Hirani") was directed to perform a structural investigation of the Hicksville Parking Facility ("Garage") in order to determine the current condition of the Garage and the need for repairs; and

WHEREAS, on March 17, 2017, Hirani issued a recommendation that the Town immediately install reinforcement at certain locations in the lower decks of the Garage in order to be protective of the public; and

WHEREAS, Richard W. Lenz, P.E., Commissioner of the Department of Public Works, by memorandum dated March 17, 2017, requested a waiver of the Town procurement policy in order to secure a contractor to perform the services recommended by Hirani, under the direction of Hirani; and

WHEREAS, by memo dated March 20, 2017, the Office of the Town Attorney concurred with the Department of Public Works that the repairs were of an emergency nature and that the provisions of the Town's Procurement Policy may be waived in this instance to allow the Department of Public Works to secure a contractor to make the necessary repairs; and

WHEREAS, the Department of Public Works and Hirani retained Structural Preservation Systems, LLC ("Structural") of Hawthorne, New Jersey and authorized Structural to begin work immediately; due to the emergency nature of the project, additional manpower and services were requested of Structural during the course of this project; and

WHEREAS, pursuant to Hirani's obligations to the Town, Hirani reviewed Structural's original proposal as well as Structural's Change Order regarding additional labor. Hirani found the submitted additional cost to be fair and reasonable. By letter dated June 28, Change Order in the amount of \$15,000.00; and

WHEREAS, Commissioner Lenz and Hirani negotiated a separate discounted monthly rental cost of \$6,630.00 for the temporary shoring system that is now installed in the Garage. Commissioner Lenz and Hirani recommend that sufficient funding be allocated to allow the system remain in place for eight months, in an amount not to exceed \$53,040.00; and

WHEREAS, Commissioner Lenz has requested Town Board authorization for the Comptroller to issue an encumbrance order in an amount not to exceed \$134,715.00, under Contract No. PWC07-16, for engineering services for the aforesaid emergency engineering services and temporary shoring at the Hicksville Parking Facility. Funds are available from Account No. HWY H 5997 20000 000 0811 016:

NOW, THEREFORE, BE IT RESOLVED, that the requests as hereinabove set forth, are hereby approved, nunc pro tunc, and the Department of Public Works is hereby authorized to utilize the services of Structural Preservation Systems, LLC to provide emergency repair services at the Hicksville Parking Facility and to provide a temporary shoring system at the facility for eight months (in an amount not to exceed \$53,040.00) as a subcontractor to Hirani Engineering and Land Surveying, PC, under Contract No. PWC 07-16, and the Comptroller is hereby authorized and directed to issue an encumbrance order in an amount not to exceed \$134,715 upon presentation of a duly certified claim, after audit, with funds to be drawn from Account No. HWY H 5997 20000 000 0811 016; and it is further

RESOLVED, that with respect to the aforementioned requests, the Town procurement policy is hereby waived, to allow full payment to Structural Preservation Systems, LLC.



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	Aye
Councilwoman Johnson	Aye
Councilman Imbroto	Aye
Councilman Hand	Ave

Supervisor Town Attorney Comptroller (2) Public Works Highway

Office of Town Attorney

AMARCHAEL

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated April 19, 2021, requested Town Board authorization for the Town of Oyster Bay to accept a donation of fitness equipment, to be placed at Centre Island Park, Bayville, valued at approximately \$140,000.00, from Mr. and Mrs. Mark DeNatale, which gift would benefit the Town by providing fitness equipment that will encourage a healthier lifestyle for its residents,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is approved, and the Town Board hereby authorizes the Department of Parks to accept the above stated donation, and upon acceptance of said donation Account No. PKS A 0001 02705 000 0000 will be credited to reflect said donation.

44

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:

JOSEPH G. PINTO, COMMISSIONER OF PARKS

DATE:

APRIL 19, 2021

SUBJECT:

FITNESS EQUIPMENT DONATION

Please see the attached letter from Mr. and Mrs. Mark DeNatale, residents of Locust Valley. Mr. & Mrs. DeNatale would like to make a donation to the Town for fitness equipment. Mr. and Mrs. DeNatale have spoken with Mr. Al Staab of the Oak Neck Athletic Council and have agreed, as co-sponsors, that the best location for this fitness equipment would be Centre Island in Bayville.

The fitness equipment will be approximately \$140,000.00 and will be donated in its entirety by Mr. and Mrs. DeNatale. Upon acceptance of the fitness equipment, account PKS A 0001 02705 000 0000 will be credited.

The donation of the fitness equipment will greatly be welcomed by residents who are fitness conscious, as fitness equipment will encourage a healthier lifestyle.

The Department of Parks respectfully requests Town Board approval of the donation by Mr. and Mrs. DeNatale for fitness equipment at Centre Island Park in Bayville.

Joseph G. Pinto, Commissioner

Parks Department

April 13, 2021

Mr Joseph Pinto Commissioner Town of Oyster Bay Parks Department

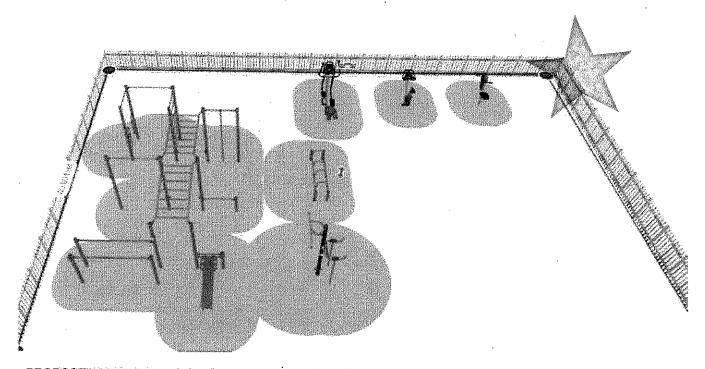
Dear Commissioner:

My wife, Lisa, and I would like to GIFT an outdoor fitness complex to the Town of Oyster Bay Parks at Centre Island Beach. I grew up in Bayville and we currently reside in Locust Valley, where our three boys attended the Locust Valley Schools. Our children were very active at the Town of Oyster Bay Parks at Centre Island Beach and with the donation of this outdoor fitness complex, we expect many youth and adults within the Town of Oyster Bay will also be able to enjoy these great facilities. We expect the fitness complex to be accessible to the Town of Oyster Bay residents and enjoyed as we open up from the impact of Covid, We expect that the fitness complex will encourage a "healthy" lifestyle. The complex can accommodate 15-25 users and will be wheelchair accessible.

The proposed fitness complex is estimated to be 40 x 60 feet and targeted to be installed just North of the current turf football field. Once approved by the TOB, we would expect to work alongside the TOB Parks Dept to engage with Kompan (www.kompan.com) to build it. Kompan, based in Texas, has a long history building these outdoor park facilities for the New York City Public Parks Dept and across Long Island. We expect the total cost to be approximately \$135,000. The cost is fully underwritten by Lisa and me and the overall project is sponsored by Oak Neck Athletic Council (Al Staab). The Village of Bayville is fully supportive of this project, as is Michelle Johnson.

Thank you for your consideration of this gift, the TOB Park-Centre Island Beach is a special place and we think this fitness complex will truly be additive.

Please let us know if we can be helpful through the approval process.



PROPOSED FITNESS COMPLEX: TOB-CENTRE ISLAND BEACH

All the best-

Mark and Lisa DeNatale teamdolce@optonline.net 917-691-3304

cc:

Al Staab Michelle Johnson



Page 1 of 3

Oak Neck Athletic Council Lisa DeNatale Centre Island Beach 492 Bayville Ave

Bayville, NY 11709

Sales Proposal

Quote No.

SP101176-2

Customer No. Document Date C024974 04/16/2021

Expiration Date

04/16/2021

Sales Representative

Jeff LaRue

E-Mail

JefLar@Kompan.com

Phone No.

917-697-8183 / 800-426-9788

Project Name	US257130 Oak Neck Athletic Council			
No.	Description	Qty Unit	Unit Price	Net Price
FSW20200-0000	Dip Bench - Dark Grey Surface (expansion bolts)	1 Pieces	1,600.00	1,600,00
ESW10501-0000	Combi 5 Pro - Dark Grey Surface (expansion bolts)	î Pieces	12,370.00	12,370.00
FSW23800-0000	LEG LIFT & PULL UP GREY RAL 7016 SURFACE	1 Pieces	3,360.00	3,360.00
FAZ52101-0000	Cross Trainer With Touchscreen - Dark Grey Surface (expansion bolts)	1 Pieces	14,120.00	14,120.00
FAZ50201-0000	Sport Bike With Touchscreen - Dark Grey Surface (expansion bolts)	1 Pieces	10,430.00	10,430.00
FAZ51100-0000	Arm Bike - Dark Grey Surface (expansion bolts)	1 Pieces	00.080.8	8,080.00



Oak Neck Athletic Council

Lisa DeNatale

Centre Island Beach

492 Bayville Ave Bayville, NY 11709 Page 2 of 3

Sales Proposal

Quote No. Customer No.

SP101176-2 C024974

Document Date Expiration Date

04/16/2021 06/15/2021

Sales Representative

E-Mail

Jeff LaRue

JefLar@Kompan.com

Phone No.

917-697-8183 / 800-426-9788

Project Name

US257130 Oak Neck Athletic Council

Ñō.	Description		Qty Unit	Unit Price	Net Price
M21200-3417P	Kompan Sign, 2 Descriptions In-ground 60cm		1 Pieces	380.00	380.00
A380544-99	SAFETY SIGN FOR FSW/FAZ US		6 Pieces	4.62	27.72
A775576-110	SAFETY SIGN FOR CROSS TRAINER ENG		1 Pieces	13.08	13.08
A775357-110	SAFETY SIGN FOR BIKE ENG		1 Pieces	13.16	13.16
A775468-110	SAFETY SIGN FOR ARM BIKE ENG		1 Pieces	13,16	13:16
FREIGHT	Freight		1 Pieces	2,454,60	2,454,60
		Description		Qtÿ	Net Price
		No. of Products Subtotal - Products Subtotal - Freight	;	16	5,581/12 44,826.00 2,454.60
		Subtotal Project Discount Ar Total USD	nount	and the second second	52,861.72 -5,581.12 47,280.60

Payment Terms

50% Prepayment, 50% Net 30 days



Page 3 of 3

Oak Neck Athletic Council Lisa DeNatale Centre Island Beach 492 Bayville Ave Bayville, NY 11709

Sales Proposal

Quote No.
Customer No.
Document Date

Expiration Date

5P101176-2 C024974 04/16/2021 06/15/2021

Sales Representative

E-Mail Jeft

Phone No.

Jeff LaRue Jeff Lar@Kompan.com

917-697-8183 / 800-426-9788

Project Name

KOMPAN Authorized Signature:

US257130 Oak Neck Athletic Council

Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability.

Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within the Master Agreement, which is hereby acknowledged.

Acceptance of this proposal from KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative.

Prices in this quotation are good until expiration date, shown in the top of this document. After that date, this proposal may be withdrawn.

KOMPAN Products are: "Buy American" qualified, and compliant with the Buy American Act of 1933 and the "Buy American" provision of ARRA of 2009.

Accepted By (signature):	 	
Accepted By (please print):	 ***************************************	
Date:		



Oak Neck Athletic Council

Lisa DeNatale

Centre Island Beach

492 Bayville Ave Bayville, NY 11709



Page 1 of 2

Sales Proposal

Quote No. Customer No. SP101179-5 C024974 04/19/2021

Document Date Expiration Date

06/18/2021

Sales Representative

Jeff LaRue

E-Mail Phone No. JefLar@Kompan.com

917-697-8183 / 800-426-9788

Project Name

US268706 Oak Neck Atheltic Surfacing

No.	Description	Qty Unit	Unit Price	Discount %	Net Price
	Omnia Partners Contract #2017001135	9 444		···	***************************************
	İnstali				
INSTALL SPECIAL	Equipment install of the following: (1)Combi 5 Station, (2) Arm Bikes, (1)Cross Trainer, (1) Leg lift/Pull up station	1 Piecės [*]	19,384.62	10.00	17,446.16
	Surfacing				
US-CUSTOM- SURFACING	Furnish and install PIP, 50% Black/50% Standard	2,400 Sq. Feet	19.74	10,00	42,638.40
SUKPACING	color, up to 8° CPH.				ζ,
	Sitework		,		
US-FENCING	Temporary chainlink construction fencing, 5°H	1 Pieces	4,307.69	10.00	3,876.92
US-MISC-SERVICES	Remove Asphalt walkway to install concrete flush curb, Install compact subbase & FF, Concrete Curb to be installed at (3) sides of new exercise area.	1 Pieces	31,200.00	10.00	28,080.00
	Please read attached General Assumptions and Exclusion document for information on Install/Sitework.				
	Please consult with sales representative for product delivery upon order placement.				

Description	Retail Price	Discount	Net Price
Subtotal - Sitework	31,200.00	3,120,00	28,080.00
Subtotal - Surfacing	47,376.00	4,737.60	42,638,40
Subtotal - Installation	23,692.31	2,369.23	21,323.08
Total USD			92.041.48

Business Agreement

Omnia Partners Contract

Payment Terms

50% Prepayment, 50% Net 30 days





Page 2 of 2

Oak Neck Athletic Council Lisa DeNatale Centre Island Beach 492 Bayville Ave Bayville, NY 11709 Sales Proposal

Quote No.
Customer No.
Document Date

SP101179-5 C024974 04/19/2021

Expiration Date

04/19/2021 06/18/2021

Sales Representative

Jeff LaRue

E-Mail

JefLar@Kompan.com

Phone No.

917-697-8183 / 800-426-9788

Project Name

US268706 Oak Neck Atheltic Surfacing

Installation Site Address

Oak Neck Athletic Lisa DeNatale 492 Mayville Avenue Bayville, NY 11709

Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability.

Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within the Master Agreement, which is hereby acknowledged.

Acceptance of this proposal from KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative.

Prices in this quotation are good until expiration date, shown in the top of this document. After that date, this proposal may be withdrawn.

KOMPAN Products are "Buy American" qualified, and compliant with the Buy American Act of 1933 and the "Buy American" provision of ARRA of 2009.

Accepted By (signature):

Accepted By (please print):

KOMPAN, INC. | 605 W Howard Lane Ste 101 | Austin, TX. 78753 | USA | Phone No. 1-800-426-9788 E-Mail Contact@KOMPAN.com | www.KOMPAN.us Reviewed By Office of Town Attorney WHEREAS, John Canning, Commissioner, Department of Human Resources, and Vicki Spinelli, Deputy Commissioner, Department of Human Resources, by memorandum dated April 23, 2021, advised that a retired Town employee, whose identity will be revealed to the Town Board in executive session, has received Schedule Loss of Use (SLU) awards from the New York State Workers' Compensation Board for loss of use to the employee's left and right legs, right hand, left shoulder, both knees and hearing loss, and further advised that the Department was notified by CorVel, the Town's Third Party Administrator for Workers' Compensation, that the retired employee has moved to re-open his SLU case and there is potential that the employee will move to re-open other Workers' Compensation files, including claims for hearing loss and right knee replacements; and

WHEREAS, Commissioner Canning and Deputy Commissioner Spinelli, by said memorandum, further advised that the retired employee's attorney has tentatively agreed to a Section 32 Settlement for \$200,000, subject to the agreement of the Town and approval by the NYS Workers' Compensation Board, and under Section 32 of the NYS Workers' Compensation Law, a Section 32 Settlement approved by the Workers' Compensation Board would end the right of the injured worker to ongoing and future benefits, on any existing or possible future Workers' Compensation claims against the Town, in exchange for a lump sum payment. If agreed to and approved, whatever is settled (indemnity and/or medical benefits) is closed forever; and

WHEREAS, Commissioner Canning and Deputy Commissioner Spinelli, by said memorandum, further advised that CorVel has opined that this proposed settlement can save the Town approximately \$300,000 of immediate potential liability, as well as future liability and medical payments, and recommended settlement, and Commissioner Canning and Deputy Commissioner Spinelli also recommended that the Town Board approve the Section 32 Settlement for \$200,000 as full and final payment to this employee settling all of employee's Workers' Compensation claims,

NOW, THEREFORE, BE IT RESOLVED, That the recommendations as hereinabove set forth are accepted and the Town Board approves entering into a Section 32 Settlement with the retired Town employee whose identity was revealed to the Town Board in executive session, for the amount of \$200,000, and that said Section 32 Settlement be presented to the NYS Workers' Compensation Board for approval.

#...

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	Ave
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

Town of Oyster Bay Inter-Departmental Memorandum

TO

MEMORANDUM DOCKET

FROM

John Canning, Commissioner of Human Resources

THROUGH: Vicki Spinelli, Deputy Commissioner of Human Resources

DATE

April 23, 2021

SUBJECT:

Employee's Workers' Compensation Claims

CorVel Corporation, the Town's Third Party Administrator for Workers' Compensation matters, by letter dated April 12, 2021, advises the Town that a retired Town employee, whose identity will be revealed to the Town Board in executive session, has had scheduled loss of use awards for both left and right legs, right hand, left shoulder and both knees as well as hearing loss.

CorVel, by said letter, further advises that the retired employee has moved to re-open his Scheduled Loss of Use (SLU) case and there is potential that the employee will move to re-open other Workers' Compensation files, including claims for hearing loss and knee replacements, and can continue to file claims for all previous injuries.

The retired employee's attorney has tentatively agreed to a Worker's Compensation Law, Section 32 Settlement Agreement for \$200,000, subject to the agreement of the Town Board and approval by the NYS Workers' Compensation Board. Under Section 32 of the NYS Workers' Compensation Law, a Section 32 Settlement approved by the Workers' Compensation Board would end the right of the injured worker to ongoing and future benefits, on any existing or possible future Workers' Compensation claims against the Town, in exchange for a lump sum full and final payment. If agreed to and approved, whatever is settled (indemnity and/or medical benefits) is closed forever.

CorVel has advises that this proposed settlement can save the Town approximately \$300,000 of immediate potential liability, as well as future liability and medical payments, and recommends settlement.

It is the recommendation of this Department that the Town Board approve the Section 32 Settlement for \$200,000 as full and final payment to this employee settling all of employee's possible Workers' Compensation claims. It is requested that this matter be considered by the Town Board in executive session on May 4, 2021 and place the resolution to approve the Section 32 Settlement for \$200,000 on the May 4, 2021 Action Calendar.

JOHN CANNING

COMMISSIONER OF HUMAN RESOURCES

Vicki Spinelli

Deputy Commissioner of Human Resources

WHEREAS, pursuant to Resolution No. 799-2018, adopted on December 11, 2018, the Town Board authorized the Town to enter into agreements with Guercio & Guercio, LLP, Jackson Lewis, P.C., Silverman Acampora, LLP, and Bisceglie & Associates, P.C. to provide labor counsel, with two (2) one-year extension options for the years 2020 and 2021; and

WHEREAS, John Canning, Commissioner, Department of Human Resources, by memorandum dated April 22, 2021, advised that each firm requested that the Town exercise the second extension option and, by the same memorandum, Commissioner Canning requested that the Town Board authorize the second one-year extension option, *nunc pro tunc*, for the period of January 1, 2021 through December 31, 2021, with each firm in an amount not to exceed \$80,000.00 with funds to be drawn from Account No. TWN AMW 9040 84040 000 0000 000, and has indicated that the Office of the Inspector General has reviewed the vendors' disclosure questionnaires and is satisfied that the Procurement Policy has been fulfilled,

NOW, THEREFORE, BE IT RESOLVED, That the request as hereinabove set forth is accepted and approved, and the Town Board hereby exercises the second one-year extension option with Jackson Lewis, P.C., Guercio & Guercio, LLP, Silverman Acampora, LLP, and Bisceglie & Associates, P.C., nunc pro tunc, for the period of January 1, 2021 through December 31, 2021, to provide labor counsel, in an amount not to exceed \$80,000.00, and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment, with funds to be drawn from Account No. TWN AMW 9040 84040 000 0000 000, upon submission of a duly certified claim, after audit.

#

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

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



Town of Oyster Bay Inter-Departmental Memo

To:

Memorandum Docket

From:

John Canning, Commissioner

Department of Human Resources

Date:

April 22, 2021

Subject:

Labor Counsel Services 2021

Pursuant to Town of Oyster Bay Procurement Policy Guidelines 6 and 9, and by Resolution No. 799-2018 adopted on December 11, 2018, the Town Board authorized entering into an agreement with Jackson Lewis P.C., Guercio & Guercio, LLP, Bisceglie & Associates, P.C., and Silverman Acampora LLP, from January 1, 2019 through December 31, 2019. Said agreement provided for renewal options for 2020 & 2021, if mutually agreed upon.

This department is in receipt of the attached letters from Jackson Lewis P.C., Guercio & Guercio, LLP, Bisceglie & Associates, P.C., and Silverman Acampora LLP, indicating that they would like to continue providing labor counsel services by exercising the second option to renew as provided in the contract.

Therefore, the Department of Human Resources requests that the Town Board exercise the option to renew the agreement between the Town and Jackson Lewis P.C., Guercio & Guercio, LLP, Bisceglie & Associates, P.C., and Silverman Acampora LLP effective nunc pro tunc to January 1, 2021 through December 31, 2021 at an amount not to exceed \$80,000. Funds are available in Account TWN AMW 9040 84040 000 0000 000.

The Office of the Inspector General has reviewed the vendors' disclosure questionnaires and is satisfied that the Procurement Policy has been fulfilled.

Sincerely,

John Canning, Commissioner

Department of Human Resources

JC/jbw Attachments



JacksonLewis

Jackson Lewis P.C. 58 South Service Road, Suite 250 Melville NY 11747 (631) 247-0404 Main (631) 247-0417 Fax jacksonlewis.com

MY DIRECT DIAL IS: (631) 247-4653
MY EMAIL ADDRESS IS: CHRISTOPHER_VALENTINO@IACKSONLEWIS.COM

November 16, 2020

VIA EMAIL - rlamarca@ovsterbay-nv.gov

Mr. Richard LaMarca
Director of Labor-Management Relations
Department of Human Resources
Town of Oyster Bay
29 Spring Street
Oyster Bay, New York 11771

Re: Letter of Intent to Extend Agreement for Services – Jackson Lewis P.C.

Dear Richard:

Pursuant to Paragraph 8 of the Agreement for Services ("Agreement") between Jackson Lewis P.C. and the Town of Oyster Bay executed in March 2019, we hereby submit this letter of intent to extend the Agreement for the period of January 1, 2021 through December 31, 2021. It is our understanding that, if extended, the fees and rates set forth in the Agreement shall remain in effect.

We look forward to continuing our relationship with the Town through 2021 and beyond. As always, if there is anything else you need, please contact me.

Very truly yours,

JACKSON LEWIS P.C.

Christopher Valentino/ced

Christopher M. Valentino

CMV/ced

4836-7830-4466, v. 1





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/30/2020

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy/les) must have ADDITIONAL INSURED.

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PRODUCER Chartel IRC 11 C				CONTACT NAME: James Biernat				
Crystal IBC LLC 32 Old Slip New York NY 10005				PHONE (A/C. No. Ext): 415-94		FAX (A/G, No):		
New TOR NT 10005					emat@alliant			
						RDING COVERAGE	NAIC#	
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Jackson Lewis P.C.				INSURER B : Federal		······································	20281	
1133 Westchester Avenue, Suite S125	;			INSURER C : Pacific I	ndemnity Cor	npany	20346	
West Harrison NY 10604				INSURER D:				
				INSURER E : ·				
				INSURER F:				
			NUMBER: 326145183			REVISION NUMBER:		
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As required by written contract -								
Town of Oyster Bay is included as Additional Insured inclusive of a waiver of subrogation as their interests may appear. Evidence of coverage only with respect to Workers Compensation and Employers Liability.								
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VENTILIUM IN HOLDEN				CANCELLATION				
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Town of Oyster Bay 29 Spring Street Oyster Bay NY 11771-1592

AUTHORIZED REPRESENTATIVE

@ 1988-2015 ACORD CORPORATION. A lights reserved.

GREGORY J. GUERCIO
RICHARD J. GUERCIO
GARY L. STEFFANETTA
JOHN P. SHEAHAN
BARBARA P. ALOE
ERIN M. O'GRADY-PARENT
LISA L. HUTCHINSON
BONNIE L. GORHAM
CHRISTOPHER F. MESTECKY
CHRISTOPHER W. SHISHKO
GREGORY A. GILLEN
PATRICIA A. UNZ
ANTHONY J. FASANO
DOUGLAS A. SPENCER

Of Counsel KATHY A. AHEARN LAW OFFICES OF

GUERCIO & GUERCIO, LLP

77 Conklin Street
Farmingdale, New York 11735
(516) 694-3000
FAX: (516) 694-4738

24 Century Hill Drive, Suite 101 Latham, New York 12110 (518) 690-7000 Fax: (518) 690-0783 www.guerciolaw.com KATHRYN J. MAIER
BARBARA J. EMIGHOLZ
REESA F. MILES
ERIC LEVINE
DANIELA GIORDANO
FRANK G. BARILE
MARIA G. CASAMASSA
NICOLE A. MURPHY
MATTHEW A. GALANTE
TORREY A. CHIN
STEPHANIE A. DENZEL
BRYAN GEORGIADY
CHRISTINA M. BRENNAN
NOREEN M. GILROY

Reply to: Farmingdale x Latham

November 18, 2020

Mr. John Canning Commissioner of Human Resources Town of Oyster Bay 54 Audrey Avenue Oyster Bay, New York 11771

Re: Letter of Intent - Guercio & Guercio, LLP

Dear Mr. Canning:

We hereby respectfully request that the Town of Oyster Bay renew our contract as Labor Counsel for the period of January 1, 2021 through December 31, 2021, at the rate of \$225.00 per hour.

Respectfully submitted,

Richard J. Guercio

RICHARD J. GUERCIO

RJG/spr VIA EMAIL

c: Thomas M. Sabellico Special Counsel





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/18/2020

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

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT NAME: Melisa Ahlers AssuredPartners Northeast, LLC. (631) 465-4000 (631) 465-4005 (A/C, No, Ext): 100 Baylis Road melisa.ahlers@assuredpartners.com Suite 300 INSURER(S) AFFORDING COVERAGE NAIC# Melville NY 11747 Travelers Casualty & Surety Co. of America INSURER A: 31194 INSURED INSURER B: Guercio & Guercio LLP INSURER C : 77 Conklin Street INSURER D : INSURER E : Farmingdale NY 11735 INSURER F COVERAGES CL20102361132 CERTIFICATE NUMBER: REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS, ADDLISUBR INSD WVD POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY) TYPE OF INSURANCE POLICY NUMBER COMMERCIAL GENERAL LIABILITY 5,000,000 EACH OCCURRENCE CLAIMS-MADE OCCUR PREMISES (Ea occurrence) Lawyers Professional Liabilit MED EXP (Any one person) Deductbie \$15,000 106818857 10/17/2020 10/17/2021 PERSONAL & ADV INJURY GEN'LAGGREGATE LIMIT APPLIES PER: 5,000,000 GENERAL AGGREGATE > POLICY PRO-JECT PRODUCTS - COMP/OP AGG OTHER: COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY ANY AUTO BODILY INJURY (Per person) s OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED BODILY INJURY (Per accident) AUTOS 5 NON-OWNED PROPERTY DAMAGE (Per accident) AUTOS ONLY UMBRELLA LIAB OCCUR EACH OCCURRENCE EXCESSION CLAIMS-MADE AGGREGATE DED RETENTION \$ WORKERS COMPENSATION PER AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE if yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS I LOCATIONS I VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE Reviewed By THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Town of Oyster Bay Offige of Town Attorney 54 Audrey Avenue **AUTHORIZED REPRESENTATIVE** Oyster Bay NY 11771



BISCEGLIE & ASSOCIATES, P.C.





November 17, 2020

Via Electronic Mail

Ms. Julie Wass Town of Oyster Bay Department of Human Recourses. 54 Audrey Avenue Oyster Bay, New York 11771

Letter of Intent-Bisceglie & Associates, P.C. Re:

Dear Ms. Wass:

It is our desire to renew our contract for the Town of Oyster Bay as labor counsel for the period of January 1, 2021 through December 31, 2021.

Please find enclosed certificates of Professional Labiality Insurance and Workers' Compensation Insurance.

We look forward to providing legal services to the Town of Oyster Bay.

Thank you.

Very truly yours,

BISCEGLIE & ASSOCIATES, P.C.

Angelo R. Bisceglie, Jr.

Encl.

Reply to New York Office

1527 FRANKLIN AVENUE SUITE 301 MINEOLA, NEW YORK 11501 P: 516-414-2900 F: 888-688-4206

500 VALLEY ROAD SUITE 105 WAYNE, NEW JERSEY 07470 P: 212-532-0002

BISASA0

ACORD.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/13/2020

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.

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Parsons & Associates, Inc.			PHONE (A/C, No, Ext): 315 47	2-5420	(A/C, No): 3154	723222
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INSURED	·············		INSURER B:			1
Bisceglie & Associates PC						
1527 Franklin Avenue			INSURER C:			
Suite 301			INSURER D:			
Mineola, NY 11501			INSURER E :			
· · · · · · · · · · · · · · · · · · ·			INSURER F:			<u> </u>
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If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT \$	
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The Town of Oyster Bay 54 Audrey Ave Oyster Bay, NY 11771		viewed By f Town Attorney	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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Compensation Board NYS WORK	CERTIFICATE OF CERS' COMPENSATION INSURANCE COVERAGE
1a. Legal Name & Address of Insured (use street address only)	1b. Business Telephone Number of Insured
	(516)-353-7474
BISCEGLIE & ASSOCIATES PC	
1527 FRANKLIN AVE	1c. NYS Unemployment insurance Employer Registration Number of
STE 301	Insured
MINEOLA, NY 11501	
Work Location of insured (Only required if coverage is specifically limited certain locations in New York State; i.e., a Wrap-Up Policy)	d to 1d. Federal Employer identification Number of Insured or Social Security Number
	46-4100586
Name and Address of Enlity Requesting Proof of Coverage	Sa. Name of Insurance Carrier
(Entity Seing Listed as the Certificate Holder)	THE PHOENIX INSURANCE COMPANY
•	3b. Policy Number of entity listed in box "1a"
TOWN OF OYSTER BAY	ÚB-9M505639-20
54 AUDREY AVE	3c. Policy effective period
OYSTER BAY, NY 11771	n distributed to the state of t
	04/15/2020 to 04/15/2021
	3d, The Proprietor, Partners or Executive Officers are
	included, (Only check box if all partners/officers included)
	X all excluded or certain partners/officers excluded.
compensation under the New York State Workers' Compensation on the INFORMATION PAGE of the workers' compensation insuration the INFORMATION PAGE of the workers' compensation insurations Certificate of Insurance to the entity listed above as the certificate insurance carrier must notify the above certificate holder and due to nonpayment of premiums or within 30 days IF there are really the insured from the coverage indicated on this Certificate certificate is valid for one year after this form is approved by the leavigration date listed in box "3c", whichever is earlier. This certificate is issued as a matter of information only and confe	ficate holder in box "2". the Workers' Compensation Board within 10 days IF a policy is canceled asons other than nonpayment of premiums that cancel the policy or te. (These notices may be sent by regular mail.) Otherwise, this
n the referenced policy.	, and a sound only regime of temperaturation any original desiration

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Misty Kuckelman	
Philippin and a second and a second and a second and a second and a second and a second and a second and a second and a second a	nsed agent of insurance carrier)
Approved by:	· ·
Approved by:	11/18/2020
(Signature)	· (Date)
Title: 2VP BI Small Commercial Operations	
Telephone Number of authorized representative or licensed agent of insurance carrie	r: (877) 677-0428

Please Note: Only Insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance prokers are NOT authorized to issue it.



Anthony C. Acampora
516.479.6330
AAcampora@SilvermanAcampora.com

100 Jericho Quadrangle Suite 300 Jericho, New York 11753

November 24, 2020

Via Email (Attn: Julie; jwass@oysterbay-ny.gov)

John Canning
Commissioner of Human Resources
Town of Oyster Bay
Department of Human Resources
29 Spring Street
Oyster Bay, New York 11771-1592

Re: Request To Provide Outside Counsel Services
To The Town of Oyster Bay for The Year 2021

Dear Mr. Canning:

As you are aware, our firm is on the Town of Oyster Bay's approved counsel list for Labor & Employment issues and litigation.

SilvermanAcampora LLP would be proud to continue to represent the Town of Oyster Bay as labor counsel for the period January 1, 2021 through and including December 31, 2021.

I have enclosed our updated insurance certificates for your review.

We look forward to serving the Town of Oyster Bay.

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

Very truly yours,

Anthony C. Acampora

ACA/cmw Enclosures



SILVACA-01

MHODGES

ACORD'

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/24/2020

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.

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PRODUCER			***************************************	CONTA		S	****		
The Signature B&B Companies 501 Franklin Avenue Suite 218			,	PHONE (A/C, N E-MAIL ADDRE	o, Ext): (516)	764-1100	FAX (A/C, No):	(516)	764-1019
Garden City, NY 11530				VINDA		SUPERIST AFFO	RDING COVERAGE	•	310.04
				INSURE			surance Company		NAIC# 38989
INSURED				INSURE		<u> </u>	varance company		30303
Silverman Acampora LLP				INSURE					<u> </u>
100 Jericho Quadrangle Suite 300				INSURER D ;					ļ
Jericho, NY 11753				INSURE					
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							MED EXP (Any one person)	\$	1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:					,		PERSONAL & ADV INJURY	\$	2,000,000
X POLICY PRO LOC							GENERAL AGGREGATE	s	included
OTHER:							PRODUCTS - COMP/OP AGG	\$	
AUTOMOBILE LIABILITY	1					, , , , , , , , , , , , , , , , , , , ,	COMBINED SINGLE LIMIT	\$	
ANY AUTO							(Ea accident) BODILY INJURY (Per person)	s	
OWNED SCHEDULED AUTOS ONLY AUTOS			*					5	
HIRED ONLY NON-OWNED AUTOS ONLY							BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	··· A	
AG 100 GILL							(Per accident)	\$	
UMBRELLA LIAB OCCUR							EACH OCCURRENCE	s s	
EXCESS LIAB CLAIMS-MADE		ļ					AGGREGATE	\$	
DED RETENTION \$								s	*
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER OTH-	, 	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A	1	·	1			E.L. EACH ACCIDENT	s	
(Mandatory in NH)				1		ĺ	E.L. DISEASE - EA EMPLOYEE	\$	
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	
			•						
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC Town of Oyster Bay is listed ad additional i	LES (A nsure	CORD d as r	101, Additional Remarks Schedu espects to General Liabil	le, may be lity only	e attached if mon	e space is requir	ad)		
CERTIFICATE HOLDER				CANC	ELLATION			*****	
Reviewed By Town of Oyster Bay 29 Spring Street Oyster Bay, NY 11771 Reviewed By Should any of the above described policies be cancelled before accordance with the Policy Provisions.									
				AUTHOR	IZED REPRESEN				



WHEREAS, John Canning, Commissioner, Department of Human Resources, by memorandum dated November 21, 2018, requested Town Board authorization for the Supervisor, or his designee, to enter into agreements with Jackson Lewis, PC, 58 South Service Road, Suite 410 Melville, New York 11747, Guercio & Guercio, LLP, 77 Conklin Street, Farmingdale, New York 11735, Bisceglie & Associates, P.C., 112 Madison Avenue, New York, NY 10016, and Silverman Acampora LLP, 100 Jericho Quadrangle, Suite 300, Jericho, New York 11753, to provide services as the Town's labor counsel, in an amount not to exceed \$100,000 per year, from January 1, 2019 through December 31, 2019, with two (2), one (1) year extension options; and

WHEREAS, said services include,

- Guidance in negotiating Collective Bargaining Agreements with Town employees' 1. labor unions.
- Representation on behalf of the Town in grievances submitted by Town employees, 2.
- Representation on behalf of the Town in disciplinary hearings based on charges 3. proffered against Town employees,
- Guidance to the Town on interpretation of New York State Civil Service Law in 4. matters concerning promotion and/or discipline of employees;
- In-house, live and possibly internet-based training for the Town of Oyster Bay 5. employees on various employment and management related policies and topics, including but not limited to. Anti-Harassment and Anti-Violence,

NOW, THEREFORE, BE IT RESOLVED, That the abovementioned request is hereby accepted and approved, and the Supervisor, or his designee, is hereby authorized to enter into agreements with the aforementioned firms to provide the above listed services as the Town's labor counsel, in an amount not to exceed \$100,000 per year, from January 1, 2019 through December 31, 2019, with two (2), one (1) year extension options; and be it further

RESOLVED, That the Comptroller is hereby authorized and directed to make payment for same, upon presentation of a duly certified claim, after audit, with funds to be drawn from Account No. TWN AMW 9040 84040 000 0000 000.

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

Aye
Aye
Nay
Aye
Aye
Aye
Aye



Supervisor Town Attorney Comptroller

cc:

Town of Oyster Bay Inter-Departmental Memo

TO:

Memorandum Docket

FROM:

John Canning, Commissioner

Department of Human Resources

DATE:

November 23, 2020

SUBJECT:

Labor Counsel Services

The Department of Human Resources would like to reserve a space on the December 8, 2020 Calendar to exercise the options of renewal for Jackson Lewis P.C., Guercio & Guercio, LLP, Bisceglie & Associates, P.C., and Silverman Acampora LLP for the 2021 calendar year. Supplemental information will follow.

Thank you for your courtesy and cooperation in this matter.

Sincerely,

John Canning, Commissioner

Department of Human Resources

JC:jbw



Paul Ehrlich

From:

Raj Kaur <raj@bisceglieassociates.com>

Sent:

Friday, April 23, 2021 3:59 PM

To:

Paul Ehrlich

Subject:

Additional Insured Endorsment

Mr. Ehrlich:

I am wiring as a follow-up to our call a short while ago.

After we spoke, I called our insurance broker who advised me that "Additional Insured Endorsements" are unavailable in Professional Liability Policies.

Please give me a call at your convenience to discuss this matter further.

Thank you.

Regards, Raj

BISCEGLIE & ASSOCIATES, P.C. 1527 Franklin Avenue, Ste. 301 Mineola, New York 11501 516 414-2900 (phone) 888-688-4206 (fax)

This e-mail communication is confidential and is intended only for the individuals or entities named above and others who have been specifically authorized to receive it. If you are not the intended recipient, please do not read, copy, use or disclose the contents of this communication to others. Please notify the sender that you have received this e-mail in error by replying to the e-mail or by telephone (516) 414-2900. Please then delete the e-mail and any copies of it. Thank you. Nothing contained in this disclaimer shall be construed in any way to grant permission to transmit confidential information via this e-mail system.

Circular 230 Disclaimer: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or tax-related matter(s) addressed herein.



WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memorandum dated April 26, 2021, advised that a request for proposals ("RFP") was published in Newsday and posted on the Town of Oyster Bay website, to procure Consultant Services for Technical Assistance with General Planning Services in the Town of Oyster Bay, and the Department of Planning and Development received four (4) 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 Maccarone, by the aforementioned memorandum, requested and recommended that the Town Board authorize Nelson, Pope & Voorhis, LLC, 70 Maxess Road, Melville, NY 11747, Hardesty & Hanover, 105 Maxess Road, Suite N109, Melville, NY 11747 and Cameron Engineering & Associates, LLP, 177 Crossways Park Drive, Woodbury, NY 11797, to perform Consultant Services for Technical Assistance with General Planning Services, on an as-needed basis for projects which will be presented to the Board for approval at the time the aforesaid services are required, for the period commencing May 5, 2021 through December 31, 2021, with an option for two (2) one (1) year extensions; and

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

NOW, THEREFORE, BE IT RESOLVED, That the request and recommendation as hereinabove set forth are accepted and approved, and that Nelson, Pope & Voorhis, LLC; Hardesty & Hanover; and Cameron Engineering & Associates, LLP, are hereby authorized to provide the Consultant Services for Technical Assistance with General Planning Services in the Town of Oyster Bay for the period commencing May 5, 2021 through December 31, 2021, with an option for two (2) one (1) year extensions, and it is further

RESOLVED, That the Supervisor, or his designee, is hereby authorized to execute agreements with Nelson, Pope & Voorhis, LLC; Hardesty & Hanover; and Cameron Engineering & Associates, LLP for the above-referenced Consultant Services for Technical Assistance.

-#-

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

April, 26, 2021

TO:

MEMORANDUM DOCKET

FROM:

ELIZABETH L. MACCARONE, COMMISSIONER

DEPARTMENT OF PLANNING AND DEVELOPMENT

SUBJECT: SUPPLEMENTAL MEMO TO DOCKET ITEM NO. 16

DOCKET OF APRIL 20, 2021 AWARD OF CONTRACT

CONSULTANT SERVICES FOR TECHNICAL ASSISTANCE WITH GENERAL PLANNING SERVICES IN THE TOWN OF OYSTER BAY

On March 5, 2021 the Department of Planning and Development issued a "Request for Proposals" on the Town of Oyster Bay website and in Newsday seeking Consultant Services for Technical Assistance with General Planning Services in the Town of Oyster Bay.

The Department of Planning and Development has received four (4) responses. After an internal committee review and preliminary recommendation and based on compliance with Guidelines 6 and 9 of Town's Procurement Policy, the Department recommends Nelson, Pope & Voorhis, LLC, 70 Maxess Road, Melville, NY 11747, Hardesty & Hanover, 105 Maxess Road, Suite N109, Melville, NY 11747 and Cameron Engineering & Associates, LLP, 177 Crossways Park Drive, Woodbury, NY 11797, be authorized to perform Consultant Services for Technical Assistance with General Planning Services for calendar year 2021 commencing May 5, 2021 through December 31, 2021, with an option for two (2) one (1) year extensions.

Services of the Consultants are to be provided on an as needed basis. A separate Memorandum Docket and Account No. will be provided at the time actual services are required.

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

Therefore, it is respectfully requested that the Town Board authorize the Town to enter into an agreement with Nelson, Pope & Voohis, LLC, Hardesty & Hanover and Cameron Engineering & Associates, LLP and as negotiated and attached and further authorize the Supervisor and/or his designee to execute said agreements.

ELIZABETH L. MACCARONE

COMMISSIONER

ELM/dm Attachments

cc: Legislative Affairs

Scott Byrne, Superintendent of Planning

AGREEMENT FOR PROFESSIONAL SERVICES

by and between

NELSON, POPE & VOORHIS, LLC and THE TOWN OF OYSTER BAY, NASSAU COUNTY, NEW YORK

This is an Agreement between the Town of Oyster Bay ("TOWN") and Nelson, Pope & Voorhis, LLC ("NPV") pursuant to which NPV will provide technical assistance with planning services for the Town of Oyster Bay's Department of Planning and Development.

Scope of Services:

- 1. Specifically, NPV will provide the services as described in its proposal dated March 22, 2021. The following list of tasks will be provided on an as-needed basis, with specific tasks to be assigned directly by the Commissioner or her designee:
 - a. Provide technical assistance directly to the Commissioner and/or Deputy Commissioner of the Department, and undertake all technical support tasks for this assignment, including those outlined below, at the specific direction of the Commissioner and/or Deputy Commissioner or his/her designee.
 - b. Prepare planning studies and make recommendations to the Department for potential zoning changes for properties in the unincorporated areas of the Town of Oyster Bay.
 - c. Potentially draft zoning code modifications to the Chapter 246 (Zoning) of the Code of the Town of Oyster Bay for the Department's review.
 - d. Comprehensively review and provide comments for any proposed development and/or redevelopment of properties in the unincorporated areas of the Town of Oyster Bay pursuant to Chapter 246 (Zoning) of the Code of the Town of Oyster Bay. Such reviews can be based on existing zoning regulations, the standards and requirements of Chapter 246 (Zoning), as well as good professional land use planning practices.
 - e. Provide guidance for the review of detailed site plans and zoning applications in accordance with Chapter 246 (Zoning) in the unincorporated areas of the Town of Oyster Bay, which ultimately will be approved by this Department, the Planning Advisory Board and/or the Town Board.
 - f. Participate in technical meetings with Town representatives and/or the general public to review and discuss proposed development and/or redevelopment plans in the unincorporated areas of the Town of Oyster Bay.
 - g. Interact with other Town departments and other municipal agencies involved in the planning and zoning review. This primarily will include (but not limited to) the

Department of Environmental Resources, which is charged with administering the Town's technical review pursuant to the New York State Environmental Quality Review Act (SEQRA), as well as the Office of the Town Attorney in regard to any legal issues.

- h. Provide expert testimony on behalf of this Department at hearings and other public meetings, as needed.
- i. Review and update the Town of Oyster Bay Building Zone Maps with current and correct zoning districts that have been changed since the last Town Board approved set of Building Zone Maps (April 25, 2006).
- 2. NPV agrees to provide its services on a timely basis without unreasonable or unnecessary delay. In the event that NPV anticipates a delay in the delivery of its services, Kathryn J. Eiseman, AICP shall notify the TOWN of any such anticipated delays. It is further expressly understood by the parties that the execution of this Agreement in no way guarantees any minimum number of hours to be assigned to NPV or to any of NPV's employees.

Qualifications:

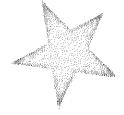
3. Kathryn Eiseman warrants and represents that NPV has the expertise necessary to complete these tasks as needed. Kathryn Eiseman further warrants and represents that its partners and staff have extensive project experience and specific expertise with the tasks which will be required to meet the demands of the Department. Kathryn J. Eiseman will be the overall project manager and contact for the Town and will work with partners and staff assigned to the project to assist in review and reporting to the Town.

Compensation:

4. The consulting fees charged by NPV will be based upon time expended in completing services with a maximum hourly rate of \$175. The hourly burdened billing rate for NPV partners and staff are included below:

Wage Rate Schedule - Town of Oyster Bay

Title	Burdened Billing Rate
Managing Partner	\$175
Senior Partner	\$175
Partner/Division Manager	\$175
Senior Associate NPV	\$175
Principal Environmental Planner	\$175



\$175
\$160
\$160
\$150
\$150
\$140
\$140
\$125
\$125
\$90
\$75

Term:

5. The term of this Agreement shall be for the period beginning on May 5, 2021 through and including December 31, 2021, with two (2) one-year extensions at the Town's sole option. No such extension shall be effective unless such extension is authorized by the Town Board of the Town of Oyster Bay by a duly adopted Town Board resolution.

Indemnification:

6. NPV hereby agrees to defend, indemnify and hold harmless the TOWN and its agents, representatives, successors and assigns (the "Indemnified Parties") from any and all demands, claims, actions, causes of action, proceedings, liabilities, fines, penalties, damages, losses, judgments and expenses, (including, without limitation, reasonable attorney's fees) of whatsoever kind and nature, imposed upon, incurred by, or asserted against any of the Indemnified Parties directly or indirectly arising out of or resulting from:

 NPV's performance under this agreement and/or (ii) NPV's failure to comply with or perform any of the terms, covenants or conditions of this Agreement.

Modification:

7. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof. This Agreement may be modified only by a writing duly executed by the parties hereto, and no modification of this Agreement shall be effective until the modification has been agreed to in writing and duly



executed by the town supervisor of the Town of Oyster Bay (or his duly designated representatives) after approval by the Town Board.

Transfer or Assignment

- 8. NPV may not assign, or otherwise transfer, all or any part of its interest in this Agreement or otherwise cause a change in control in NPV's ownership without the prior written consent of the Town Board, which consent shall not be unreasonably withheld. The term "assign" shall mean the transfer or setting over of a right or interest. The term "change in control" shall mean any change in ownership equal to the percentage of votes or membership interests required to exercise decision-making authority.
- 9. In the event that the Town Board consents to the assignment or transfer of this Agreement or the change in control in NPV's ownership, the assignee, transferee, or new owner shall provide and render services in a fashion substantially similar to the NPV's operation and in strict conformance with the terms, conditions and requirements of this Agreement. The assignee, transferee, or new owner shall be liable for any obligation owed to the TOWN by NPV.

Termination of Agreement

- 10. The TOWN has the right to terminate this Agreement for either cause or at will. A termination at will may be for any reason or no reason at the sole election of the TOWN.
- 11. The TOWN shall be permitted to terminate for cause if any one of the following events ("Events of Default") occurs:
 - a. The TOWN reasonably determines that NPV has failed to fulfill any of its material obligations with sufficient diligence to ensure proper services within the term of this Agreement, including any authorized extension;
 - b. NPV does not comply with all laws, ordinances, rules, or provisions governing this Agreement, or is otherwise in violation of any provisions of this Agreement;
 - c. NPV engages in any illegal conduct or otherwise violates any law, rule, regulation, or judicial order applicable to this Agreement, or delivery of services;
 - d. NPV assigns, or otherwise transfers, all or any of its interest in this Agreement, or otherwise causes a change in control in the ownership, without the prior written consent of the TOWN as described in Paragraphs 8 and 9; or
 - e. NPV is in material default of any of the terms and conditions of this Agreement.
- 12. Upon the occurrence of any of these Events of Default, the TOWN, without prejudice or waiver of any of its rights or interests under this Agreement, shall give NPV written notice of the Event of Default. NPV shall have ten (10) days from the date of such notice to cure

4

the Event of Default except if such default is not otherwise susceptible to cure within ten (10) days so long as NPV commences to cure the default within ten (10) days and thereafter diligently pursues the same to completion within a reasonable period of time (the "Cure Period"). If NPV fails to cure the Event of Default within the Cure Period, the TOWN shall have the right to declare NPV in default and to terminate this Agreement and assume possession and control of all materials, equipment, and operations under this Agreement. Under no circumstances shall NPV have any claim for recovery of any of the materials, equipment, and operations that may be assumed by the TOWN. These cure provisions shall not apply, however, to a default arising under Paragraph 11(c) of this Agreement, for which no cure period shall apply. Under such circumstances, the TOWN shall have the right to immediately terminate this Agreement without any costs, damages, or penalties payable to NPV.

Miscellaneous:

- 13. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any dispute arising hereunder shall be commenced and tried in the Supreme Court of the State of New York, County of Nassau.
- 14. If any term or provision of this Agreement or the application thereof to any party or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- 15. Wherever herein the singular number is used, the same shall include the plural.
- 16. The terms, covenants and conditions herein contained shall be binding only upon and inure to the benefit of the respective parties and their authorized successors and assigns, if any.
- 17. The article, section and margin headings herein are intended solely for the convenience of any individual in locating subject matter, and such headings are not to be used in determining the intent of the parties to this Agreement, the interpretation of this Agreement, or for any other substantive purpose other than as set forth in this Paragraph.
- 18. This Agreement contains the entire understanding and agreement by and between the parties, and all prior and contemporaneous understandings, agreements and negotiations are herein merged. This Agreement shall not be modified or terminated (except as expressly provided in this Agreement), nor shall any provision waived except by a writing that is signed by the parties hereto.
- 19. Each and every provision of law required to be inserted in this Agreement shall be and is inserted herein. Every such provision is to be deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this Agreement shall, forthwith upon the application of either party, be amended by

such insertion so as to comply strictly with the law and without prejudice to the rights of either party hereunder.

Authorization:

services for the Town of Oyster B paid for such services in accordance	nsulting services Bay, Department on the with the fee sol Board of the Tow	related to planning studies and related of Planning and Development and to be nedule herein set forth. This agreemen n of Oyster Bay pursuant to Resolution
For		
Jany Grown		4/24/21
Kathryn J Eiseman, AICP Partner		Date
For the Town of Oyster Bay, Oyster Bay,	New York	
•		
Joseph Saladino, Supervisor	Date	- THE STATE OF THE

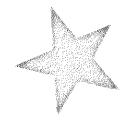


ACKNOWLEDGEMENTS AGREEMENT WITH CSF FOR PROFESSIONAL ENGINEERING AND PLANNING SERVICES

(Resolution No. _____-2021)

Town of Oyster Bay's Acknowledgement:
STATE OF NEW YORK)) ss:
) ss: COUNTY OF NASSAU)
On the day of in the year 2021 before me personally came to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the Town of; that he or she is Supervisor of the TOWN OF OYSTER BAY, the municipal corporation described herein and which executed the above instrument, and that he or she signed his or her name thereto pursuant to law.
NOTARY PUBLIC
Nelson Pope and Voorhis Acknowledgement:
STATE OF NEW YORK)) ss: COUNTY OF <u>SUFFOLK</u>)
On the
Ala Canada Carriera

Ashley L C Marciszyn Notary Public, State of New York No. 01MA6310007 Qualified in Suffolk County Term Expires August 18, 20 22



NOTARY PUBLIC

AGREEMENT FOR PROFESSIONAL SERVICES by and between

HARDESTY AND HANOVER and THE TOWN OF OYSTER BAY, NASSAU COUNTY, NEW YORK

This is an Agreement between the Town of Oyster Bay ("TOWN") and Hardesty & Hanover, pursuant to which Hardesty & Hanover will provide technical assistance with engineering and architectural services for the Town of Oyster Bay's Department of Planning and Development.

Scope of Services:

- 1. Specifically, Hardesty & Hanover will provide the services as described in its proposal dated March 19, 2021. The following list of tasks will be provided on an as-needed basis, with specific tasks to be assigned directly by the Commissioner or her designee:
 - a. Provide technical assistance directly to the Commissioner and/or Deputy Commissioner of the Department, and undertake all technical support tasks for this assignment, including those outlined below, at the specific direction of the Commissioner and/or Deputy Commissioner or his/her designee.
 - b. Prepare planning studies and make recommendations to the Department for potential zoning changes for properties in the unincorporated areas of the Town of Oyster Bay.
 - c. Potentially draft zoning code modifications to the Chapter 246 (Zoning) of the Code of the Town of Oyster Bay for the Department's review.
 - d. Comprehensively review and provide comments for any proposed development and/or redevelopment of properties in the unincorporated areas of the Town of Oyster Bay pursuant to Chapter 246 (Zoning) of the Code of the Town of Oyster Bay. Such reviews can be based on existing zoning regulations, the standards and requirements of Chapter 246 (Zoning), as well as good professional land use planning practices.
 - e. Provide guidance for the review of detailed site plans and zoning applications in accordance with Chapter 246 (Zoning) in the unincorporated areas of the Town of
 - Oyster Bay, which ultimately will be approved by this Department, the Planning Advisory Board and/or the Town Board.
 - f. Participate in technical meetings with Town representatives and/or the general public to review and discuss proposed development and/or redevelopment plans in the unincorporated areas of the Town of Oyster Bay.
 - g. Interact with other Town departments and other municipal agencies involved in the planning and zoning review. This primarily will include (but not limited to) the



Department of Environmental Resources, which is charged with administering the Town's technical review pursuant to the New York State Environmental Quality Review Act (SEQRA), as well as the Office of the Town Attorney in regard to any legal issues.

- h. Provide expert testimony on behalf of this Department at hearings and other public meetings, as needed.
- i. Review and update the Town of Oyster Bay Building Zone Maps with current and correct zoning districts that have been changed since the last Town Board approved set of Building Zone Maps (April 25, 2006).
- 2. Hardesty & Hanover agrees to provide its services on a timely basis without unreasonable or unnecessary delay. In the event that Hardesty & Hanover anticipates a delay in the delivery of its services, Hardesty & Hanover shall notify the TOWN of any such anticipated delays. It is further expressly understood by the parties that the execution of this Agreement in no way guarantees any minimum number of hours to be assigned to Hardesty & Hanover or to any of Hardesty & Hanover employees.

Qualifications:

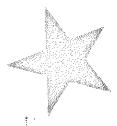
3. Hardesty & Hanover warrants and represents that it has the expertise necessary to complete these tasks as needed. Hardesty & Hanover further warrants and represents that its partners and staff have extensive project experience and specific expertise with the tasks which will be required to meet the demands of the Department.

Compensation:

4. The consulting fees charged by Hardesty & Hanover will be based upon time expended in completing services with a maximum hourly rate of \$ 175.00. The hourly burdened billing rate for Hardesty & Hanover are included below:

Wage Rate Schedule - Town of Oyster Bay

Title	Burdened Billing Rate
Principal .	\$175
Project Manager	\$175
Senior Planner/Engineer	\$175
Planner/Engineer	\$145
Jr Planner/Engineer	\$100
Sr Drafter/CADD	\$125
Planning/Engineering Aide	\$75



Term:

5. The term of this Agreement shall be for the period beginning on May 5, 2021 through and including December 31, 2021, with two (2) one-year extensions at the Town's sole option. No such extension shall be effective unless such extension is authorized by the Town Board of the Town of Oyster Bay by a duly adopted Town Board resolution.

Indemnification:

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

Modification:

7. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof. This Agreement may be modified only by a writing duly executed by the parties hereto, and no modification of this Agreement shall be effective until the modification has been agreed to in writing and duly executed by the town supervisor of the Town of Oyster Bay (or his duly designated representatives) after approval by the Town Board.

Transfer or Assignment

- 8. Hardesty & Hanover may not assign, or otherwise transfer, all or any part of its interest in this Agreement or otherwise cause a change in control in Hardesty & Hanover ownership without the prior written consent of the Town Board, which consent shall not be unreasonably withheld. The term "assign" shall mean the transfer or setting over of a right or interest. The term "change in control" shall mean any change in ownership equal to the percentage of votes or membership interests required to exercise decision-making authority.
- 9. In the event that the Town Board consents to the assignment or transfer of this Agreement or the change in control in Hardesty & Hanover ownership, the assignee, transferee, or new owner shall provide and render services in a fashion substantially similar to the Hardesty & Hanover operation and in strict conformance with the terms, conditions and requirements of this Agreement. The assignee, transferee, or new owner shall be liable for any obligation owed to the TOWN by Hardesty & Hanover.



Termination of Agreement

- 10. The TOWN has the right to terminate this Agreement for either cause or at will. A termination at will may be for any reason or no reason at the sole election of the TOWN.
- 11. The TOWN shall be permitted to terminate for cause if any one of the following events ("Events of Default") occurs:
 - a. The TOWN reasonably determines that Hardesty & Hanover has failed to fulfill any of its material obligations with sufficient diligence to ensure proper services within the term of this Agreement, including any authorized extension;
 - Hardesty & Hanover does not comply with all laws, ordinances, rules, or provisions governing this Agreement, or is otherwise in violation of any provisions of this Agreement;
 - Hardesty & Hanover engages in any illegal conduct or otherwise violates any law, rule, regulation, or judicial order applicable to Hardesty & Hanover, this Agreement, or Hardesty & Hanover delivery of services;
 - d. Hardesty & Hanover assigns, or otherwise transfers, all or any of its interest in this Agreement, or otherwise causes a change in control in the Hardesty & Hanover ownership, without the prior written consent of the TOWN as described in Paragraphs 8 and 9: or
 - e. Hardesty & Hanover is in material default of any of the terms and conditions of this Agreement.
- 12. Upon the occurrence of any of these Events of Default, the TOWN, without prejudice or waiver of any of its rights or interests under this Agreement, shall give Hardesty & Hanover written notice of the Event of Default. Hardesty & Hanover shall have ten (10) days from the date of such notice to cure the Event of Default except if such default is not otherwise susceptible to cure within ten (10) days so long as Hardesty & Hanover commences to cure the default within ten (10) days and thereafter diligently pursues the same to completion within a reasonable period of time (the "Cure Period"). If Hardesty & Hanover fails to cure the Event of Default within the Cure Period, the TOWN shall have the right to declare Hardesty & Hanover in default and to terminate this Agreement and assume possession and control of all materials, equipment, and operations under this Agreement. Under no circumstances shall Hardesty & Hanover have any claim for recovery of any of the materials, equipment, and operations that may be assumed by the TOWN. These cure provisions shall not apply, however, to a default arising under Paragraph 11(c) of this Agreement, for which no cure period shall apply. Under such circumstances, the TOWN shall have the right to immediately terminate this Agreement without any costs, damages, or penalties payable to Hardesty & Hanover.



Miscellaneous:

- 13. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any dispute arising hereunder shall be commenced and tried in the Supreme Court of the State of New York, County of Nassau.
- 14. If any term or provision of this Agreement or the application thereof to any party or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- 15. Wherever herein the singular number is used, the same shall include the plural.
- 16. The terms, covenants and conditions herein contained shall be binding only upon and inure to the benefit of the respective parties and their authorized successors and assigns, if any.
- 17. The article, section and margin headings herein are intended solely for the convenience of any individual in locating subject matter, and such headings are not to be used in determining the intent of the parties to this Agreement, the interpretation of this Agreement, or for any other substantive purpose other than as set forth in this Paragraph.
- 18. This Agreement contains the entire understanding and agreement by and between the parties, and all prior and contemporaneous understandings, agreements and negotiations are herein merged. This Agreement shall not be modified or terminated (except as expressly provided in this Agreement), nor shall any provision waived except by a writing that is signed by the parties hereto.
- 19. Each and every provision of law required to be inserted in this Agreement shall be and is inserted herein. Every such provision is to be deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this Agreement shall, forthwith upon the application of either party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party hereunder.

Authorization:

20. In accordance with the foregoing, it is therefore mutually agreed that Hardesty & Hanover is authorized provide professional planning consulting services related to code amendments for Hicksville Downtown to the Town of Oyster Bay, Department of Planning and Development and to be paid for such services in accordance with the fee schedule herein set forth. This agreement has been authorized by the Town Board of the Town of Oyster Bay pursuant to Resolution No. ______, adopted on



For Hardesey & Hanover, LLC		
Sean Blumi, PE Principal	April 22, 2021 Date	
·····································	Pate	
For the Town of Oyster Bay, Oyster Bay, New Yo	ork	
For the Town of Oyster Bay, Oyster Bay, New Yo	ork	
	ork.	
For the Town of Oyster Bay, Oyster Bay, New Yo Joseph Saladino, Supervisor Reviewed By Office of Town Accorder	Date	



ACKNOWLEDGEMENTS AGREEMENT WITH CSF FOR PROFESSIONAL ENGINEERING AND ARCHITECTURAL SERVICES

(Resolution No. ____-2020)

Town of Oyster Bay's Acknowledgement:
STATE OF NEW YORK)) ss:
COUNTY OF NASSAU)
On the day of in the year 2021 before me personally came to me personally known, who, being by me duly sworn, did depose
and say that he or she resides in the Town of; that he or she is Supervisor of the TOWN OF OYSTER BAY, the municipal corporation described herein and which executed the above instrument, and that he or she signed his or her name thereto pursuant to
law.
NOTARY PUBLIC
Acknowledgement:
STATE OF NEW YORK)) ss:
COUNTY OF New York)
On the 22nd day of April in the year 2021 before me personally came Sean A. Bluni to me personally known, who, being by me duly sworn, did depose
and say that he is a <u>Principal</u> of Hardesty & Hanover, LLC , the Limited Liability Company described herein
and which executed the above instrument, and that he or she signed his or her name thereto
pursuant to the authority as a Principal of Hardesty & Hanover, LLC.
NOTARY PUBLIC
FANNY A. OSORIO NOTARY PURICO STATE OF NEW YORK Registration No. 01055080693 Outstried in New York County Commission Expires June 16, 2023

AGREEMENT FOR PROFESSIONAL SERVICES by and between

CAMERON ENGINEERING & ASSOCIATES, LLP and THE TOWN OF OYSTER BAY, NASSAU COUNTY, NEW YORK

This is an Agreement between the Town of Oyster Bay ("TOWN") and Cameron Engineering & Associates, LLP, pursuant to which Cameron Engineering & Associates, LLP will provide technical assistance with engineering and architectural services for the Town of Oyster Bay's Department of Planning and Development.

Scope of Services:

- 1. Specifically, Cameron Engineering & Associates, LLP will provide the services as described in its proposal dated March 22, 2021. The following list of tasks will be provided on an as-needed basis, with specific tasks to be assigned directly by the Commissioner or her designee:
 - a. Provide technical assistance directly to the Commissioner and/or Deputy Commissioner of the Department, and undertake all technical support tasks for this assignment, including those outlined below, at the specific direction of the Commissioner and/or Deputy Commissioner or his/her designee.
 - b. Prepare planning studies and make recommendations to the Department for potential zoning changes for properties in the unincorporated areas of the Town of Oyster Bay.
 - c. Potentially draft zoning code modifications to the Chapter 246 (Zoning) of the Code of the Town of Oyster Bay for the Department's review.
 - d. Comprehensively review and provide comments for any proposed development and/or redevelopment of properties in the unincorporated areas of the Town of Oyster Bay pursuant to Chapter 246 (Zoning) of the Code of the Town of Oyster Bay. Such reviews can be based on existing zoning regulations, the standards and requirements of Chapter 246 (Zoning), as well as good professional land use planning practices.
 - e. Provide guidance for the review of detailed site plans and zoning applications in accordance with Chapter 246 (Zoning) in the unincorporated areas of the Town of Oyster Bay, which ultimately will be approved by this Department, the Planning Advisory Board and/or the Town Board.
 - f. Participate in technical meetings with Town representatives and/or the general public to review and discuss proposed development and/or redevelopment plans in the unincorporated areas of the Town of Oyster Bay.



- g. Interact with other Town departments and other municipal agencies involved in the planning and zoning review. This primarily will include (but not limited to) the Department of Environmental Resources, which is charged with administering the Town's technical review pursuant to the New York State Environmental Quality Review Act (SEQRA), as well as the Office of the Town Attorney in regard to any legal issues.
- h. Provide expert testimony on behalf of this Department at hearings and other public meetings, as needed.
- i. Review and update the Town of Oyster Bay Building Zone Maps with current and correct zoning districts that have been changed since the last Town Board approved set of Building Zone Maps (April 25, 2006).
- 2. Cameron Engineering & Associates, LLP agrees to provide its services on a timely basis without unreasonable or unnecessary delay. In the event that Cameron Engineering & Associates, LLP anticipates a delay in the delivery of its services, Cameron Engineering & Associates, LLP shall notify the TOWN of any such anticipated delays. It is further expressly understood by the parties that the execution of this Agreement in no way guarantees any minimum number of hours to be assigned to Cameron Engineering & Associates, LLP or to any of Cameron Engineering & Associates, LLP employees.

Qualifications:

3. Cameron Engineering & Associates, LLP warrants and represents that it has the expertise necessary to complete these tasks as needed. Cameron Engineering & Associates, LLP further warrants and represents that its partners and staff have extensive project experience and specific expertise with the tasks which will be required to meet the demands of the Department.



Compensation:

4. The consulting fees charged by Cameron Engineering & Associates, LLP, will be based upon time expended in completing services with a maximum hourly rate of \$175.00. The hourly burdened billing rates for Cameron Engineering & Associates, LLP are included below:

Wage Rate Schedule - Town of Ovster Bay

wage Rate Schedule – Town of Oyster Bay												
2021 2021												
<u>Title</u>	() 1661.	Hourly Wage Rate			Burdened Billing Rat				Rate			
Managing Partner/Partner/Principal	Á	\$	175.00	to	\$	175.00		\$	175.00	to	\$	175.00
Senior Associate		\$	175.00	to	\$	175.00		\$	175.00	to	\$	175.00
Associate Partner	17	\$	175.00	to	\$	175.00		\$	175.00	to	\$	175.00
Associate		\$	77.00	to	\$	100.00		\$	175.00	to	\$	175.00
Planning Manager	£3	\$	70.00	to	\$	75.00		\$	175.00	to	\$	175.00
Senior Planner	200	\$	35.00	to	\$	45.00		\$	96.00	to	\$	123.75
Sr. Engineer		\$	83.00	to	\$	97.00	21.12	\$	175.00	to	\$	175.00
Chief Engineer	2.5	\$	81.00	to	\$	87.00		\$	175.00	to	\$	175.00
Sr. Design Engineer	33	\$	81.00	to	\$	87.00		\$	175.00	to	\$	175.00
Sr. Designer	12	\$	77.00	to	\$	78.00		\$	175.00	to	\$	175.00
Engineer V		\$	64.00	to	\$	76.00		\$	175.00	to	\$	175.00
Engineer IV		\$	61.00	to	\$	67.00		\$	168.00	to	\$	175.00
Engineer III		\$	60.00	to	\$	66.00		\$	165.00	to	\$	175.00
Engineer II	2	\$	57.00	to	\$	57.00		\$	157,00	to	\$	156.75
Engineer I		\$	33.00	to	\$	53.00	T	\$	91.00	to	\$	145.75
Designer V	1	\$	62.00	to	\$	65.00	П	\$	171.00	to	\$	175.00
Designer IV	1	\$	61.00	to	\$	62.00	П	\$	168.00	to	\$	170.50
Designer III	(8)	\$	60.00	to	\$	61.00	П	\$	165.00	to	\$	167.75
Designer II		\$	47.00	to	\$	59.00	П	\$	129.00	to	\$	162.25
Designer I		\$	33.00	to	\$	48.00	I	\$	91.00	to	\$	132.00
Construction Manager/Sr. Resident Engineer		\$	78.00	to	\$	79.00	1	\$	175.00	to	\$	175.00
Resident Engineer III	H	\$	78.00	to	\$	79.00		\$	175.00	to	\$	175.00
Sr. On-Site Field Representative		\$	48.00	to	\$	57.00		\$	132.00	to	\$	156.75
On-Site Field Representative		\$	39.00	to	\$	54.00		\$	107.00	to	\$	148.50
Sr. Landscape Architect		\$	68.00	to	\$	70.00		\$	175.00	to	\$	175.00
Landscape Architect		\$	44.00	to	\$	45.00		\$	121.00	to	\$	123.75
Technician III		\$	25.00	to	\$	40.00		\$	69.00	to	\$	110.00
Technician I/II		\$	24.00	to	\$	39.00		\$	66.00	to	\$	107.25
Engineering Aide	Ş.	\$	17.00	to	\$	29.00	Ŀ	\$	47.00	to	\$	79.75

Term:

5. The term of this Agreement shall be for the period beginning on May 5, 2021 through and including December 31, 2021, with two (2) one-year extensions at the Town's sole option. No such extension shall be effective unless such extension is authorized by the Town Board of the Town of Oyster Bay by a duly adopted Town Board resolution.



Indemnification:

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

Modification:

7. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof. This Agreement may be modified only by a writing duly executed by the parties hereto, and no modification of this Agreement shall be effective until the modification has been agreed to in writing and duly executed by the town supervisor of the Town of Oyster Bay (or his duly designated representatives) after approval by the Town Board.

Transfer or Assignment

- 8. Cameron Engineering & Associates, LLP may not assign, or otherwise transfer, all or any part of its interest in this Agreement or otherwise cause a change in control in Cameron Engineering & Associates, LLP's ownership without the prior written consent of the Town Board, which consent shall not be unreasonably withheld. The term "assign" shall mean the transfer or setting over of a right or interest. The term "change in control" shall mean any change in ownership equal to the percentage of votes or membership interests required to exercise decision-making authority.
- 9. In the event that the Town Board consents to the assignment or transfer of this Agreement or the change in control in Cameron Engineering & Associates, LLP's ownership, the assignee, transferee, or new owner shall provide and render services in a fashion substantially similar to the Cameron Engineering & Associates, LLP operation and in strict conformance with the terms, conditions and requirements of this Agreement. The assignee, transferee, or new owner shall be liable for any obligation owed to the TOWN by Cameron Engineering & Associates, LLP.



Termination of Agreement

- 10. The TOWN has the right to terminate this Agreement for either cause or at will. A termination at will may be for any reason or no reason at the sole election of the TOWN.
- 11. The TOWN shall be permitted to terminate for cause if any one of the following events ("Events of Default") occurs:
 - a. The TOWN reasonably determines that Cameron Engineering & Associates, LLP has failed to fulfill any of its material obligations with sufficient diligence to ensure proper services within the term of this Agreement, including any authorized extension;
 - b. Cameron Engineering & Associates, LLP does not comply with all laws, ordinances, rules, or provisions governing this Agreement, or is otherwise in violation of any provisions of this Agreement;
 - c. Cameron Engineering & Associates, LLP engages in any illegal conduct or otherwise violates any law, rule, regulation, or judicial order applicable to Cameron Engineering & Associates, LLP, this Agreement, or Cameron Engineering & Associates, LLP's delivery of services;
 - d. Cameron Engineering & Associates, LLP assigns, or otherwise transfers, all or any of its interest in this Agreement, or otherwise causes a change in control in the ownership, without the prior written consent of the TOWN as described in Paragraphs 8 and 9; or
 - e. Cameron Engineering & Associates, LLP is in material default of any of the terms and conditions of this Agreement.
- 12. Upon the occurrence of any of these Events of Default, the TOWN, without prejudice or waiver of any of its rights or interests under this Agreement, shall give Cameron Engineering & Associates, LLP written notice of the Event of Default. Cameron Engineering & Associates, LLP shall have ten (10) days from the date of such notice to cure the Event of Default except if such default is not otherwise susceptible to cure within ten (10) days so long as Cameron Engineering & Associates, LLP commences to cure the default within ten (10) days and thereafter diligently pursues the same to completion within a reasonable period of time (the "Cure Period"). If Cameron Engineering & Associates, LLP fails to cure the Event of Default within the Cure Period, the TOWN shall have the right to declare Cameron Engineering & Associates, LLP in default and to terminate this Agreement and assume possession and control of all materials, equipment, and operations under this Agreement. Under no circumstances shall Cameron Engineering & Associates, LLP have any claim for recovery of any of the materials, equipment, and operations that may be assumed by the TOWN. These cure provisions shall not apply, however, to a default arising under Paragraph 11(c) of this Agreement, for which no cure period shall apply. Under such circumstances, the TOWN shall have the right to immediately terminate this Agreement without any costs, damages, or penalties payable to Cameron Engineering & Associates, LLP.

Miscellaneous:

- 13. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any dispute arising hereunder shall be commenced and tried in the Supreme Court of the State of New York, County of Nassau.
- 14. If any term or provision of this Agreement or the application thereof to any party or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- 15. Wherever herein the singular number is used, the same shall include the plural.
- 16. The terms, covenants and conditions herein contained shall be binding only upon and inure to the benefit of the respective parties and their authorized successors and assigns, if any.
- 17. The article, section and margin headings herein are intended solely for the convenience of any individual in locating subject matter, and such headings are not to be used in determining the intent of the parties to this Agreement, the interpretation of this Agreement, or for any other substantive purpose other than as set forth in this Paragraph.
- 18. This Agreement contains the entire understanding and agreement by and between the parties, and all prior and contemporaneous understandings, agreements and negotiations are herein merged. This Agreement shall not be modified or terminated (except as expressly provided in this Agreement), nor shall any provision be waived except by a writing that is signed by the parties hereto.
- 19. Each and every provision of law required to be inserted in this Agreement shall be and is inserted herein. Every such provision is to be deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this Agreement shall, forthwith upon the application of either party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party hereunder.



Authorization:

& Associates, LLP is authorized provide profe to code amendments for Hicksville Downtown	ssional planning consulting to the Town of Oyster Ba	g services related
Planning and Development and to be paid for schedule herein set forth. This agreement has Town of Oyster Bay pursuant to Re-	or such services in accordance been authorized by the Toesolution No.	ance with the fee own Board of the , adopted or
For Cameron Engineering & Associates, LLP		
Joseph R Amaio, PE, LEED AP, Senior Partner	April 23, 2021 Date	
For the Town of Oyster Bay, Oyster Bay, New York		
Joseph Saladino, Supervisor	Date	

Reviewed By Office of Town Attorney

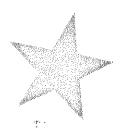


ACKNOWLEDGEMENTS AGREEMENT WITH CSF FOR PROFESSIONAL ENGINEERING AND ARCHITECTURAL SERVICES

(Resolution No. _____-2021)

Town of Oyster Bay's Acknowledgement:
STATE OF NEW YORK)
COUNTY OF NASSAU) ss:
On the day of in the year 2021 before me personally came to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the Town of; that he or she is Supervisor of the TOWN OF OYSTER BAY, the municipal corporation described herein and which executed the above instrument, and that he or she signed his or her name thereto pursuant to law.
NOTARY PUBLIC Cameron Engineering & Associates, LLP Acknowledgement:
STATE OF NEW YORK)
COUNTY OF <u>NASSAU</u>)
On the 23nd day of April in the year 2021 before me personally came Joseph R. Amato, PE, LEED AP to me personally known, who, being by me duly sworn, did depose and say that he is a Senior Partner of Cameron Engineering & Associates, LLP, the corporation described herein and which executed the above instrument, and that he signed his exher name thereto bursuant to the authority as a Senior Partner of Cameron Engineering & Associates, LLP.
LAURA T LIU NOTARY PUBLIC-STATE OF NEW YORK No. 01L16378748 Qualified in Nassau County My Commission Expires 07-30-2022

Notarization made pursuant to Executive Order 202.7



TOWN OF OYSTER BAY

Inter-Departmental Memo

To:

MEMORANDUM DOCKET

From:

ELIZABETH L. MACCARONE, COMMISSIONER

DEPARTMENT OF PLANNING AND DEVELOPMENT

Date:

APRIL 16, 2021

Subject:

AWARD OF CONTRACT

TECHNICAL ASSISTANCE WITH GENERAL PLANNING SERVICES IN

THE TOWN OF OYSTER BAY SUPPLEMENTAL MEMO TO FOLLOW

Additional information will be provided in a Supplemental Docket Memorandum, I therefore recommend and request that a space be reserved at the next Town Board meeting on May 4, 2021.

ELIZABETH L. MACCARONE COMMISSIONER

ELM:dm

cc: Legislative Affairs

WHEREAS, by Resolution No. 1148-70, adopted on December 29, 1970, the Town Board granted approval to ROBERT LEIBOWITZ, then fee owner, for a Change of Zone, from "H" Light Industrial District to "E-1" Apartment House District, for premises located at 600 Pine Hollow Road, East Norwich, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 24, Block B, Lots 75, 374, 474, 826, and 831 (now Lots 974 and 975) on the Land and Tax Map of Nassau County; and

WHEREAS, said Resolution No. 1148-70 contained restrictive covenants governing the use of the subject property; and

WHEREAS, by Resolution No. 731-82, adopted on August 17, 1982, the Town Board granted approval to NORWICH GATE COMPANY, then fee owner, for permission to modify the restrictive covenants governing the use of the subject property; and

WHEREAS, by Resolution No. 942-91, adopted on October 22, 1991, the Town Board granted approval to NORWICH GATE COMPANY, also known as NORWICH GATE APARTMENT COMPLEX, then fee owner, of a Site Plan and for permission to again modify the restrictive covenants governing the use of the subject property; and

WHEREAS, by Resolution No. 3-99, adopted on January 21, 1999, the Town of Oyster Bay Planning Advisory Board granted approval to NORWICH GATE CO., LLC, also known as NORCOM CONTRACTING CORP., fee owner, ("Applicant"), for a Site Plan to remove an existing tennis court and construct a one (1) story 40' x 68' Community Center Building for the sole recreational use of the residents of the community; and

WHEREAS, by Resolution No. 2-2021, adopted on April 15, 2021, the Town of Oyster Bay Planning Advisory Board granted approval to Applicant, for a Site Plan to construct fifty (50) one-story private garages and sixteen (16) one-story storage structures and to reduce the size of an existing building and remove an existing tennis court and construct an addition to an existing recreation building along with associated site improvements at 600 Pine Hollow Road, East Norwich, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 24, Block B, Lots 974 and 975 on the Land and Tax Map of Nassau County, subject to the approval of the Town Board; and

WHEREAS, Applicant now seeks final approval of the Town Board of the Site Plan approved by the Town of Oyster Bay Planning Advisory Board by their Resolution No. 2-2021; and

WHEREAS, Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, by memoranda dated April 16, 2021 and April 26, 2021, has advised that the Department of Planning and Development has reviewed the following three (3) plans prepared by Michael Marinis, P.E., five (5) plans prepared by Robert Retnauer, R.L.A., and eight (8) plans prepared by Steven Hanson, R.A.:

Reviewed By Office of Town Attorney

Sheet No.	Title	Prepared By		Last Revised
1 of 8	Site Plan	Michael Marinis, P.E.		03/08/2021
2 of 8	Courtyard Existing Conditions			
•	and Demolition	Robert Retnauer, R.L.A.		03/09/2021
3 of 8	Courtyard Site Plan	Robert Retnauer, R.L.A.		03/09/2021
4 of 8	Courtyard Landscape Plan	Robert Retnauer, R.L.A.		03/09/2021
5 of 8	Courtyard Site Lighting Plan	Robert Retnauer, R.L.A.		03/09/2021
6 of 8	Courtyard Construction			
	Details	Robert Retnauer, R.L.A		03/09/2021
7 of 8	Construction Plan	Michael Marinis, P.E.		03/08/2021
8 of 8	Details	Michael Marinis, P.E.		03/08/2021
A-1	Garages Type 1 – Plan/			
	Elevations/Details	Steven Hanson, R.A.		03/15/2021
A-2	Garages Type 2 - Plan/			
	Elevations/Details	Steven Hanson, R.A.		03/15/2021
A-3	Garages Type 3 - Plan/			
	Elevations/Details	Steven Hanson, R.A.		03/15/2021
A-4	Garages Type 4 - Plan/			
	Elevations/Details	Steven Hanson, R.A.		02/11/2021
EL-1	Front Elevation-East	Steven Hanson, R.A.		02/22/2021
EL-2	Right Side Elevation-North	Steven Hanson, R.A.		02/22/2021
EL-3	Rear Elevation-West	Steven Hanson, R.A.		02/22/2021
EL-4	Left Side Elevation-South	Steven Hanson, R.A.		02/22/2021

WHEREAS, said Commissioner 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 recommended Town Board Approval for the plans enumerated herein; and

WHEREAS, George Baptista Jr., Deputy Commissioner, Department of Environmental Resources, by memorandum dated January 26, 2021, submitted an environmental report with respect to the subject proposed action pursuant to Article 8 of the New York State Environmental Conservation Law, State Environmental Quality Review Act (SEQR), and its implementing regulations at 6 NYCRR Part 617, and the Town Environmental Quality Review (TEQR) law, at Chapter 110 of the Oyster Bay Town Code, which report classifies the subject proposed action at Type II under SEQR, Item #9, pertaining 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 indicates that such action will not have a significant impact on the environment and is precluded from environmental review under the Environmental Conservation Law, Article 8, and the SEQR regulations,

NOW, THEREFORE, BE IT RESOLVED, That the Town Board of the Town of Oyster Bay does hereby accept the recommendation of the Town of Oyster Bay Department of Environmental Resources, Town Environmental Quality Review Division, and determines that

the proposed action is deemed to fall under the SEQR Type II List as Item #9, pertaining 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 does not require the completion of an Environmental Impact Statement, or any other procedural activities pursuant to SEQR/TEQR; and it is further

RESOLVED, That the application of Applicant for approval of a Site Plan to construct fifty (50) one-story private garages and sixteen (16) one-story storage structures and to reduce the size of an existing building and remove an existing tennis court and construct an addition to an existing recreation building along with associated site improvements at premises located in a Multi-Family Residence ("RMF-16") District, at 600 Pine Hollow Road, East Norwich, Town of Oyster Bay, County of Nassau, State of New York, and described as Section 24, Block B, Lots 974 and 975 on the Land and Tax Map of Nassau County, is hereby GRANTED; and be it further

RESOLVED, That in accordance with the memorandum of Elizabeth L. Maccarone, Commissioner of the Department of Planning and Development, dated April 26, 2021, the sixteen (16) plans described hereinabove 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	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:

ELIZABETH L. MACCARONE, COMMISSIONER

DEPARTMENT OF PLANNING AND DEVELOPMENT

DATE:

APRIL 26, 2021

SUBJECT:

SUPPLEMENTAL MEMO TO DOCKET ITEM NO. 17

DOCKET OF APRIL 20, 2021

SITE PLAN REVIEW AND APPROVAL: SP 17-20 NORWICH GATE AMENITY RENOVATIONS

600 PINE HOLLOW ROAD EAST NORWICH, NY 11732

SEC. 24 BLK. B LOT(S) 974 AND 975

ZONE: MULTI-FAMILY RESIDENCE (RMF-16)

This Department has reviewed the Site Plan Application for the above-captioned project with regard to section, block and lot designation, zoning classification, existing variances, zoning violations and required off-street parking.

The subject property received approval for a Change of Zone from the "H" Light Industry Zoning District (now known as a "LI" District) to the "E-1" Multi-Family Residence Zoning District (now known as a "RMF-16" District) by Town Board Resolution Number 1148-70, dated December 29, 1970; with associated Restrictive Covenants. Subsequent to that, the Restrictive Covenants were superseded/replaced by the Restrictive Covenants associated with Town Board Resolution Number 731-82, dated August 17, 1982. The Site Plan and Restrictive Covenants were again amended by Town Board Resolution Number 942-91, dated October 22, 1991. Pursuant to the approved Town Board Resolutions, any changes made to the Site Plan requires Town Board Approval. In addition to this, the Site also received approval by Planning Advisory Board Resolution Number 3-99, dated January 21, 1999 in order to remove an existing tennis court and construct a one (1) story 40 foot by 68 foot Community Center Building for the sole recreational use of the residents of the community.

The Applicant is requesting to make modifications to the previously approved Site Plan in order to remove an existing tennis court within the Apartment Complex to construct an addition to the existing Clubhouse, proposed modifications to an adjacent building to reduce its size in order to construct a paver walkway and also to construct additional garages/storage structures for private use of the residents. As previously noted, the Site Plan was approved through Planning Advisory Board Resolution Number 3-99 which included associated Restrictive Covenants stating that the Site Plan had to be strictly adhered to. Due to that, the project was referred to the Town of Oyster Bay Planning Advisory Board and received approval through Resolution Number 2-2021, dated April 15, 2021 in order to make said modifications. All pertinent Town Board Resolutions and Planning Advisory Board Resolutions are attached to this memo.

G:
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THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO I

A-3	Garages Type 3- Plan/Elevations/Details	Steven Hanson, R.A.	3/15/2021
A-4	Garages Type 4- Plan/Elevations/Details	Steven Hanson, R.A.	2/11/2021
EL-1	Front Elevation- East	Steven Hanson, R.A.	2/22/2021
EL-2	Right Side Elevation- North	Steven Hanson, R.A.	2/22/2021
EL-3	Rear Elevation- West	Steven Hanson, R.A.	2/22/2021
EL-4	Left Side Elevation-South	Steven Hanson, R.A.	2/22/2021

Submitted for your review are the following documents:

- 1) Town Board Resolution Number 942-91, dated October 22, 1991.
- 2) Town Board Resolution Number 731-82, dated August 17, 1982.
- 3) Town Board Resolution Number 280-1974, dated April 16, 1974.
- 4) Town Board Resolution Number 568-1971, dated June 29, 1971.
- 5) Town Board Resolution Number 1148-70, dated December 29, 1970.
- 6) Indenture and Declaration of Restrictive Covenants, dated December 22, 1970.
- 7) Planning Advisory Board Resolution Number 2-2021, dated April 15, 2021.
- 8) Planning Advisory Board Resolution Number 3-99, dated January 21, 1999.

Said plans were prepared and modified using the standards set forth in Chapter 246, Section 6 (Site Plan Review) of the Code of the Town of Oyster Bay as a guide. Development of the subject premises is in accordance with the plans attached does, in this Department's opinion, comply with the requirements of Chapter 246, Section 6 (Site Plan Review) of the Code of the Town of Oyster Bay and therefore, I recommend an amended Site Plan Approval by the Town Board.

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

ELIZABETH L. MACCARONE

COMMISSIONER

ELM:jv Encls.

TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

January 26, 2021

TO:

ELIZABETH L. MACCARONE, COMMISSIONER.

DEPARTMENT OF PLANNING AND DEVELOPMENT

FROM:

GEORGE BAPTISTA, JR., DEPUTY COMMISSIONER.

DEPARTMENT OF ENVIRONMENTAL RESOURCES

SUBJECT:

PROPOSED SITE IMPROVEMENTS FOR 600 PINE HOLLOW RD, EAST NORWICH

CLASSIFICATION PURSUANT TO THE STATE ENVIRONMENTAL

QUALITY REVIEW ACT (SEQR): TYPE II

LOCATION:

600 PINE HOLLOW RD, EAST NORWICH

SECTION:24 BLOCK:B LOT(S):974 and 975

SITE PLAN NO:

SP17-20

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 Law (TEQR, Chapter 110 of the Code of the Town of Oyster Bay), the Department of Environmental Resources (DER) has reviewed the above captioned proposed action. In connection with review of this subject action pursuant to SEQR, DER was provided with an Application for Site Plan Approval dated December 15, 2020, a set of Site Plans dated December 9, 2020, New York State Short Environmental Assessment Form dated January 25, 2021 and a Town of Oyster Bay Short Environmental Assessment Form Addendum, dated January 21, 2021.

On the basis of our evaluation, the Department of Environmental Resources concludes that this proposed action is classified as Type II pursuant to the SEQR Type II Actions List, at 6 NYCRR §617.5(c), item #9, pertaining 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;"

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 the SEQR 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.

Deputy Commissioner

Filepath: DER DEPT FILES/ TYPE II/600 Pine Hollow Rd, East Norwichrevised1_26_2021

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RESOLUTION NO.942-91

Meeting of October 22, 1991

WHEREAS, by Resolution No. 731-82, dated August 17, 1982, the Town Board of the Town of Oyster Bay approved the petition of NORWICH GATE COMPANY, also known as NORWICH GATE APARTMENT COMPLEX, for a Modification of Restrictive Covenants at East Norwich, Town of Oyster Bay, County of Nassau and State of New York; further identified as Section 24, Block B, Lot 974 and 975 on the Land and Tax Map of the County of Nassau; and

WHEREAS, Richard S. Blankfein, Commissioner of the Department of Planning and Development, by memorandum dated June 11, 1991, reports his office has reviewed the two (2) amended site plans submitted for approval. The first plan is entitled "Plans/Elevations/Details/Notes", prepared by Steven R. Hanson, Dwg. No. 1 of 2, dated March 15, 1991, revised April 23, 1991. Said plan depicts the means of ingress and egress, location of paved and parking areas, location of existing buildings, proposed new apartment building and proposed garage units, and the elevations of the proposed garage units. The second plan is entitled, "Plans/Elevations/Site Plan" prepared by Steven R. Hanson, Dwg. No. 2 of 2, dated March 15, 1991. Said plan depicts the interior layout of the proposed apartment building, elevations and site detail work around the proposed new building.

WHEREAS, Richard S. Blankfein, Commissioner of the Department of Planning and Development, by memorandum dated June 11, 1991, further reports that the development of the subject premises, in accordance with the submitted site plan, would be compatible with the surrounding area and recommends Town Board approval of the plan herein described.

NOW, THEREFORE, BE IT RESOLVED, That in accordance with the memorandum of Richard S. Blankfein, Commissioner of the Department of Planning and Development, dated June 11, 1991, the two (2) site plans submitted be and the same are hereby APPROVED, and the same terms and conditions applicable pursuant to Town Board Resolution No. 731-82, dated August 17, 1991 shall prevail.

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

Supervisor	Delligatti	Aye	,
Councilman	Hogan	Aye	ŧ
Councilman	Clark	Aye	•
Councilman	Hynes	Aye	ž
Councilman	Ocker	Aye	<u> </u>
Couniclman	Symons	Aye	₽.
Councilman	Kunzig	Āye	÷

cc:Supervisor
fown Attorney
Comptroller(2)
Plan. & Dev.
Building Div.

OVISION OF PLANNING TOWN OF OYSTER BAY

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Meeting of August 17, 1982

WHEREAS, NORWICH GATE COMPANY, located at Pine Hollow Road, Oyster Bay, County of Nassau, New York, by petition verified May 6, 1982, heretofore petitioned the Town Board of the Town of Oyster Bay for permission to modify or rescind various covenants and conditions recited in the Declaration of Restrictive Covenants dated December 22, 1970 and referred to by Resolution No. 1148-70 dated December 29, 1970, Resolution No. 568-71 and Resolution No. 280-74 for the purpose of bringing the site, landscape, drainage and other plans into conformity with contemporary standards on the premises described below; and

WHEREAS, a duly advertised public hearing of said petition was held by the Town Board of the Town of Oyster Bay on July 13, 1982, at which hearing all parties interested in the subject matter and desiring to be heard were heard; and

WHEREAS, Robinson & Cincotta, attorneys for the petitioner, by Anthony J. Cincotta, Esq., of counsel, appeared in support of the application; and

WHEREAS, the Nassau County Planning Commission, by Resolution No. 2285-82, adopted July 1, 1982, recommends the Town Board of the Town of Oyster Bay take such action as it deems appropriate, the Commission having no objections or modifications: and

WHEREAS, the Town Board of the Town of Oyster Bay finds from the relevant facts adduced at the hearing and from facts within the personal knowledge of the members of the Town Board that, because of the area, location, nature and character of the subject premises, the granting of the modification of restrictive covenants will not adversely affect the present character of the area and will be compatible with the purposes and objectives of the comprehensive zoning plan of the Town of Oyster Bay,

NOW, THEREFORE, BE IT RESOLVED, That the application of NORWICH GATE COMPANY for modification of the restrictive covenants is hereby GRANTED on the following described premises:

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

BEGINNING at a point on the westerly side of the highway leading from East Norwich to Oyster Bay (also known as Pine Hollow Road); at a monument set at said point of beginning, land of Island Dale Farm Corporation; and

RUNNING THENCE along said last mentioned land, the following ten courses and distances:

pepula Town Attorned

1) South 59° 56' 20" West 98.03 feet to a monument;
2) South 82° 36' 00" West 41.80 feet to a monument;
3) North 86° 42' 00" West 68.30 feet to a monument;
4) North 81° 13' 00" West 83.56 feet to a monument;
5) North 47° 57' 00" West 86.96 feet to a monument;
6) North 89° 33' 50" West 37.97 feet to a monument;
7) South 87° 31' 40" West 14.26 feet to an old stake;
8) South 04° 05' 00" West 157.83 feet to a monument;
9) North 85° 28' 30" West 756.17 feet to a monument;
10) North 86° 23' 10" West 424.70 feet to a monument and to land of Josephine O'Donnell, formerly of Curran;

RUNNING THENCE along said last mentioned land, North 85 degrees 37 minutes 20 seconds West 498.52 feet to an old stake and to land of Sophia L. Mott formerly of Otis;

THENCE along said last mentioned land, North 05 degrees 42 minutes 00 seconds East 644.75 feet to land now or formerly of Sterling Postley; running

THENCE along said last mentioned land as the fence now stands, the following ten courses and distances:

- 1) South 82° 11' 50" East 194.93 feet;
 2) South 85° 53' 20" East 254.74 feet;
 3) South 86° 49' 40" East 264.63 feet;
 4) South 83° 58' 40" East 160.38 feet;
 5) South 86° 01' 40" East 200.90 feet;
 6) South 82° 26" 00" East 402.59 feet;
 7) North 89° 28' 40" East 108.69 feet;
 8) North 84° 15' 00" East 91.25 feet;
 9) North 86° 25' 00" East 308.75 feet;
- 9) North 86° 25' 00" East 308.75 leet; 10) North 83° 45' 00" East 27.30 feet to land now or formerly of John Hoban;

THENCE South 05 degrees 00 minutes 00 seconds. West along lands now or formerly of John Hoban, Dempsey and Appleford, 227.21 feet;

THENCE South 84 degrees 19 minutes 40 seconds East along land now or formerly of Appleford, 61.96 feet to the westerly side of the highway leading from East Norwich to Oyster Bay (also known as Pine Hollow Road);

THENCE South 07 degrees 13 minutes 50 seconds West along the westerly side of said highway, 105.00 feet;

THENCE South 05 degrees 40 minutes 20 seconds West still along the westerly side of said highway, 182.25 feet to the point or place of BEGINNING.

Said premises being identified on the Land and Tax Map of the County of Nassau as Section 24, Block B, Lots 974 and 975.

The below described covenants are hereby imposed on the subject premises and shall supersede, cancel and replace all previous covenants and restrictions recited in Resolution Nos. 1148-70, 568-71 and 280-74.

- 1. There shall not be erected upon the subject premises in the aggregate at any time in the future more than 356 individual apartment dwelling units.
- 2. That there shall not be erected upon the subject premises more than 53 two bedroom apartment dwelling units. There shall not be so erected more than 214 one bedroom apartment dwelling units. There shall not be so erected any apartment dwelling units having in excess of two bedrooms each. Rooms shall be designated by function upon a representative floor plan to be submitted before grant of a building permit. Rooms not designated as bedrooms shall not be used as such and this provision shall be incorporated in all leases covering the premises.
- 3. The stabilization of the slopes on the subject premises shall be accomplished by the owner in accordance with the following specifications:
 - All affected slopes will be formed into "Natural Slopes", by removing overhanging or protruding areas, trees, etc. Said materials to be removed from "Toe" of slopes as part of this contract.
 - (b) A berm will be constructed around the top of all slopes, if required, to prevent surface water from coming down slope. These berms will be of sufficient size to cause all surface water to run away from the slopes and into natural drainage areas.

(c) . "Toe" of slopes will be made uniform.

The "Toe" of slopes shall be secured in accordance with the landscape plan of Norwich Gate last redated December 4, 1981, prepared on title sheets 22 and 23 of Joseph Zito, Jr., A.I.A., by William T. Schmitt, P.E., R.L.A. Sections where slope incline is steeper than two foot horizontal to one foot vertical, or where the trees fail to adequately stabilize the slope, retaining walls of ample proportion are to be constructed to accomplish this. It is further suggested that adequate irrigation and maintenance of the planting be done. Disease resistant plants should be used whenever possible and scab resistant crab apples to be used rather than almey.

All slopes to be stabilized by Hydro-seeding and Hydro-mulching (or the equivalent) using the following formula:

Fertilizer: 5-20-20; 15 lbs per 1000 sq. ft. Nitroform: 38-0-0; 5 lbs per 1000 sq. ft.



Grass Seed:

4-5 lbs. per 1000 sq. ft. Kentucky #31 Tall Fescue Weeping Lovegrass Blackwell Reed Canarygrass Chemung Crown Vetch

Seed mix depends on exposure and soil conditions
Seeding to be performed only between March 15th and May 15th or between August 15th and September 15th

Mulch Material: Paper fiber (or equivalent) at manufacturer's recommended rates.

- (f) The above operations or portions of them are to be repeated, as required, during subsequent seasons, until a satisfactory stand of grass is obtained.
- (g) Retaining walls shall be provided where the Department of Planning and Development requires same to prevent deterioration of the slope in close proximity to residential buildings on the site.

4. The landscaping on the subject premises shall be substantially in accordance with a planting and design plan last redated December 4, 1981, prepared on title sheets 22 and 23 of Joseph Zito, Jr., A.I.A., by William T. Schmitt, P.E., R.L.A.; and entitled "Landscape Plan" of Norwich Cate.

5. Slope stabilization described more specifically in paragraph 3. of these covenants shall be performed by the owner at his sole cost and expense. Those portions of the slopes abutting the southerly side of the subject premises, all of which are situated on real property owned by the Town of Oyster Bay, shall be maintained in accordance with the standards and criteria of the Town of Oyster Bay Department of Public Works.

All drainage and grading on the subject premises shall be in conformance with the criteria of the Department of Planning and Development Rules and Regulations on grading, drainage and elevation, and so far as is possible shall conform to the following plans:

- (a) "Site Grading Plan" last redated December 21, 1981, by Nelson and Pope, Consulting Engineers.
- (b) "Water, Sewer and Drainage Plan", last redated December 1, 1981, by Nelson and Pope, Consulting Engineers.

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- 7. The garden apartments contemplated by these covenants will be constructed of diverse material facings and with diverse roof lines so as to resemble what are commonly known as town houses.
- 8. The interior roadway within the subject premises shall be six (6) inches of stabilized bank run sub-base and two and one-half (2 1/2) inch compacted thickness of plant mix bank run asphaltic concrete base course with an additional one and one-half (1 1/2) inch compacted thickness of asphaltic concrete wearing course N.C. type 1-A.
- 9. That parking shall not be permitted so that vehicles must back into the single main roadway.
- 10. That sufficient land shall be left to the rear area of the buildings to enable emergency vehicles to have secondary access to most of the parcel.
- 11. At least one and one-quarter (1 1/4) acres of the subject premises shall be set aside for recreational purposes, including pool, playground, tennis courts and park benches, and such facilities shall be subject to the approval of the Town of Oyster Bay Department of Planning and Development and shall be safely and properly maintained for the benefit of the residents who reside on the subject premises.
- 12. A six foot (6') high chain-link fence shall be installed on the northerly, southerly and westerly perimeters of the subject premises.
- 13. Fire hydrants shall be located and erected on the subject premises in accordance with the requirements of the Nassau County Fire Marshal or local fire department.
- 14. That the owner shall be granted work access and permanent maintenance easements over the parcels owned by the Town of Oyster Bay as required to perform maintenance work thereon and shall be responsible to indemnify and hold harmless the Town of Oyster Bay for any injury to personal property in accordance with the requirements of the Town Attorney.
- 15. Suitable fencing shall be erected around the swimming pool which shall be of a no toe-hold design and shall contain a gate with a lock to prevent unauthorized access to such pool.
- owner or his successors or assigns shall, within three (3) months' time, at its own cost and expense, cause an accurate up-to-date survey to be prepared by a surveyor to be selected by the Town Board of the Town of Oyster Bay. Fifteen (15) copies of a complete and accurate survey, including the present day existing land and slopes on the southerly side of the development shall be promptly forwarded to the Town Board. The Town Board shall direct copies of the survey to the Commissioner of the Department of Public Works, who will compare said survey with the survey obtained by the Town of Oyster Bay at the time of the acquisition of that parcel which is to the south of the proposed development. The Commissioner of the Department of Public Works shall promptly report all his findings, including the depletion of any and all Town-cwned property due to sandblasting, over excavation or other reasons to the Town Board of the Town of Oyster Bay, who shall, if warranted, appoint an independent appraiser to ascertain and report to the

Town Board, the value of the land owned by the Town of Oyster Bay which has been lost or reduced due to the developer or his agents, acts. The developer, or his assigns, shall forthwith pay and fully reimburse the Town Board of the Town of Oyster Bay, within sixty (60) days after receipt of notice to the developer of the surveyor's findings, the full cost to completely indemnify the Town of Oyster Bay, including all costs the Town of Oyster Bay may have incurred to determine the extent of such damage caused by the developer, plus interest at the rate of seventeen percent (17%). from the date such excavation on the Town parcel was commenced.

- That no permanent certificates of occupancy shall be issued by the Department of Planning and Development unless and until all work on the site, including Town-owned property as shown in the aforementioned site plans and in compliance with the aforementioned Rules and Regulations, shall have been completed. Tempomentioned Rules and Regulations, shall have been completed. rary certificates of occupancy may be issued pursuant to the Building Code, subject to the establishment of conditions and subject to the filing with the Town of Oyster Bay, of appropriate security in order to ensure completion of the project in accordance with the aforesaid site plans. No temporary certificate of occupancy may be issued or renewed in excess of one (1) year from the date of original issuance, unless the Town Board sees fit to extend such period for good cause shown, including hardship due to weather conditions or other justifiable reasons.
- 18. That the covenants and restrictions herein may only be changed, modified or terminated by Town Board resolution.

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

> Supervisor Colby Aye Councilman Mosca Aye Aye. Councilman Hogan Councilman Diamond Aye Aye Councilman Clark Councilman Venditto Aye Abstain Councilman Hynes

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

KNAMASK OCKER TOWN CON

THERRESTANGERSIGHER

Deputy Town Clerk of the Town of Oyster Bay, and

FANNY CORSENTINO custodian of the Records of said Town, DO HEREBY CERTIFY that I have compared the annexed with the original Resolution No. 731-82 adopted by the Town Board on nexed with the original Resolution No. 731-82 adopted by the Town Board on Approx 17, 1932 approving the application of NORWICH GATE COMPANY for a Modification of Restrictive Covenants at Oyster Bay, N. Y.

filed in the Town Clerk's Office and that the same is a 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

day of August 1982.

Deputy

Hambing of April 16, 1974

WHEREAS, by Resolution #1148-70 adopted by the Town Board of the Town of Oyster Bay on December 29, 1970, the zoning of certain premises situated at or near Pine Hollow in the Town of Oyster Bay, Nassau County, New York, and more particularly bounded and described in said resolution was changed to "E-1" Apartment House District and the Building Zone Ordinance and Building Zone Map of said Town were amended and revised accordingly; and

WHEREAS, by said resolution, the change of zone was granted upon condition that not more than 356 units be erected upon the subject premises and said zone change was made subject to voluntary restrictions imposed upon said premises set forth in a written instrument recorded on January 11; 1971 in the Office of the Clerk of Nassau County, New York, in deed liber 8203 page 48 and indexed under Section 24, Block B, Lots 75, 374, 474, 826 and 831 on the Land and Tax Map of Nassau County, New York; and

WHEREAS, that by Resolution #568-71 adopted June 29, 1971, the Town Board approved a planting and design plan in accordance with said Resolution #1148-70 and said recorded instrument; and

WHEREAS, an action was commenced in the Supreme Court of the State of New York, Nassau County, to have the said "E-1" rezoning classification enacted by said Resolution #1148-70 declared void and of no effect. The Supreme Court, Nassau County, rendered a judgment declaring said resolution void and the Appellate Division, Second Department, of the Supreme Court affirmed said judgment and the Court of Appeals reversed the order of the Appellate Division and declared the said "E-1" rezoning classification valid.

The order of the Court of Appeals was entered June 27, 1973 so that the said "E-1" rezoning classification enacted by

Algebras as to Fanh Senter Depaty Town Attorney said Resolution #1148-70 is valid and in full force and effect; and

WHEREAS, subsequent to the granting of said Resolution #1103-70, the operation of an indoor roller skating rink was permitted by the Town Board as a special exception in the vicinity. of the premises herein subject to the prior approval of a traffic plan by the Department of Transportation of the State of New York for the area which includes the said skating rink as well as the premises herein; and

WHEREAS, the applicant has submitted new planting design and site plans which substantially conform to the existing plans, resolutions, covenants and restrictions and court orders except that the said new plans reflect the required recreational area in a location nearer the main road (which recreational area has been approved by the Department of Parks) and a single entrance and exit; and

WHEREAS, it is the desire of the Town Board to assure the development of the subject premises within the framework of the condition and restrictions which were imposed upon the subject premises at the time of the zone change, in order to safeguard the best interests of the Town of Oyster Bay and to particularly protect the safety, health and welfare of all persons, vehicles or residents within the area of the subject premises wherein, since the granting of the change of zone to "E-1" Apartment House District, the operation of the indoor roller skating rink was authorized; and

WHEREAS, the premises covered by this resolution are known and designated on the Land and Tax Map of Nassau County, New York, as Section 24, Block B, Lots 75, 374, 474, 826 and 831, and the present owner of said premises is Dorado Hauppauge Corp. whose principal place of business is 55 Northern Boulevard, Great Neck, Nassau County, New York,

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NOW, THEREFORE, BE IT RESOLVED, That Resolution 568-71 is resoluted in its entirety and the new site, planting, senitary, development and design plan described below is approved in the piace and stead of the plans approved by Resolution 568-71 under the following conditions:

- 1. That improvements shall be in accordance with the drawings designated, "Landscape Plan", "Development Plan", and "Sanitary Details", all bearing names "Ivan E. Czipott, Site Planning Consultant, L. M. Scalera, P.E., 183 Broadway, Hicksville, N. Y." and all dated 2-15-74.
- 2. That no certificate of occupancy shall be issued herein until a traffic plan has been approved for the area by the Department of Transportation of the State of New York and until there has been compliance with a final highway work permit of said Department.
- 3. That all site planting, soil stabilization and drainage shall be supervised and certified by a duly licensed engineer.
- 4. That a six (6) foot high chain link fence shall be installed on the northerly, southerly and westerly perimeters of the subject premises.
- 5. That a fire hydrant shall be located and erected upon the subject premises in accordance with requirements of the Nassau County Marshal and local fire departments.
- 6. That work easements or permission shall be obtained where required to perform work on the subject premises and premises adjoining same.
- 7. That any required variances for any improvements on the subject premises shall be obtained prior to the issuance of any permits for any structures or facilities on said premises which require such variances.
- 8. That if required by the State Department of Transportation, the single entrance roadway may be moved to the north and, to the extent necessary to accommodate the relocated entrance, buildings, etc., shown on the plans approved herein may be relocated and the Building Division is hereby authorized to issue permits for any buildings, etc., so relocated provided the revised locations are substantially the same as those shown on the said plans.

 That no certificate of occupancy shall be granted herein unless the finished building and/or Section complies with the aforementioned conditions and restrictions.;

.and be it '

FURTHER RESOLVED, That a certified copy of this resolution shall be recorded in the Office of the Clerk of Nassau County.

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

Supervisor Burke Aye
Councilman Doolittle Aye
Councilman Mosca Abstaining
Councilman Saladino Absent
Councilman Carman Aye
Councilman Hogan Aye
Councilman Diamond Aye

cc: Supervisor
Town Attorney
Town Board
Comptroller (2)
Building Division
Planning & Development
Public Information

4.7/70

Meeting of June 29, 1971 RESOLUTION #568 - 1971

WHEREAS, on December 29, 1970, the Town Board of the Town of Oyster Bay by resolution #1148-70, approved the application of ROBERT IEIBOWITZ for a change of zone from "H" Light Industrial District to "E-1" Apartment House District; and

WHEREAS, the boundaries of the use districts established and described in said resolution #1148-70 were duly amended and changed by the inclusion in "E-1" Apartment House District, the premises situate at or near Pine Hollow, in the Town of Oyster Bay, County of Nassau, State of New York, and which were more particularly bounded and described in said resolution #1148-70; and

WHEREAS, a site plan including therein a planting and design plan prepared by Donald F. Pollitt, Inc., dated June I, 1971, and approved by the Department of Building and Zoning on June 4, 1971 has been submitted herein in conformance with the provisions required in said resolution #1148-70,

NOW, THEREFORE, BE IT RESOLVED, That said site plan be and the same hereby is APPROVED.

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

Supervisor Burke Abstaining
Councilman Diamond Aye
Councilman Christ Aye
Councilman Yevoli Abstaining
Councilman Doolittle Aye
Councilman Saladino Aye
Councilman Mosca Abstaining

cc:
Supervisor
Town Board
Town Attorney
Building Dept., with site & planting plan
7/1/7/
Public Information

WHEREAS, the application of ROBERT LEIBOWITZ for a change of zone from "H" Light Industrial District to "E-1" Apartment House District was duly heard on January 20, 1970, at which hearing all interested parties were given an opportunity to be heard; and

WHEREAS, the Nassau County Planning Commission, by Resolution No. 436 adopted December 8, 1970, recommended a modification of the aforesaid application as provided by law in accordance with its recommendations set forth in said Resolution No. 436; and

WHEREAS, the Town Board of the Town of Oyster Bay finds from the relevant facts and circumstances adduced at said hearing and from information within the personal knowledge of the members of the Town Board that the change of zone herein requested upon the conditions herein set forth will adequately protect the area,

NOW, THEREFORE, BE IT RESOLVED, That the Building Zone Ordinance of the Town of Oyster Bay, as amended and revised, and the boundaries of the use districts therein established are hereby amended and changed by including in "E-1" Apartment House District, the premises situated at or near Pine Hollow, in the Town of Oyster Bay, Nassau County, New York and being more particularly bounded and described as follows:

Approved as to Form
Senige Devily Texts Alternay

ALL those certain plots, pieces or parcels of land, with the buildings and improvements thereon, situate, lying and being at or near Pine Hollow, in the Town of Oyster Bay, County of Nassau, State of New York, more particularly bounded and described as follows:

BEGINNING at a point on the westerly side of the highway leading from East Norwich to Oyster Bay at a monument, said point of beginning adjoining land now or formerly of Island Dale Farm Corporation, said point being 724.50' south of the common boundary line between school districts #8 and #9 (as measured along said westerly side of the highway); and running thence along said last mentioned land the following 10 courses and distances: (1) South 59 degrees 56 minutes 20 seconds West 98.03 feet, to a monument; (2) South 82 degrees 36 minutes 00 seconds West 41.80 feet, to a monument; (3) North 86 degrees 42 minutes 00 seconds West 68.30 feet to a monument; (4) North 81 degrees 13 minutes 00 seconds West 83.56 feet to 81 degrees 13 minutes 00 seconds West 83.56 feet to a monument; (5) North 47 degrees 57 minutes 00 seconds West 86.96 feet to a monument; (6) North 89 degrees 33 minutes 50 seconds West 37.97 feet to a monument; (7) South 87 degrees 31 minutes 40 seconds West 14.26 feet to an old stake; (8) South 4 degrees 05 minutes 00 seconds West 157.83 feet to a monument; (9) North 85 degrees 28 minutes 30 seconds West 756.17 feet to a monument; (10) North 86 degrees 23 minutes 10 seconds West 424.70 feet to a monument and to land now or formerly of Josephine a monument and to land now or formerly of Josephine O'Donnell, running thence along said last mentioned land North 85 degrees 37 minutes 20 seconds West 498.52 feet to an old stake and to land now or formerly of Sophia L. Mott, running thence along said last mentioned land North 5 degrees 42 minutes 00 seconds East 644.75 feet to land now or formerly of Sterling Postley; running thence along said last mentioned land the following 10 courses and distances: (1) South 82 degrees 11 minutes 50 seconds East 194.93 feet; (2) South 85 degrees 53 minutes 20 seconds East 254.74 feet; (3) South 86 degrees 49 minutes 40 seconds East 264.63 feet; (4) South 83 degrees 58 minutes 40 seconds East 160.38 feet; (South 86 degrees 01 minutes 40 seconds East 200.90 feet; (6) South 82 degrees 26 minutes 00 seconds East 402.59 feet; (7) North 89 degrees 28 minutes 40 seconds East 108.69 feet; (8) North 84 degrees

15 minutes 00 seconds East 91.25 feet; (9)
North 86 degrees 25 minutes 00 seconds East
308.75 feet; (10) North 83 degrees 45 minutes
00 seconds East 27.30 feet; running thence South
5 degrees 00 minutes 00 seconds West 227.21 feet,
thence South 84 degrees, 19 minutes, 40 seconds
East 61.96 feet to a point on the westerly side
of the highway leading from East Norwich to 0yster Bay, thence along said highway South 7 degrees 13 minutes 50 seconds West 105 feet; thence
South 5 degrees 40 minutes 20 seconds West 182.24
feet along said highway to the point or place of
BEGINNING.

The subject premises are known as Section 24, Block B, Lots 75, 374, 474, 826 and 831 on the Land and Tax Map of the County of Nassau.

UPON CONDITION that a site plan providing for not more than a total of 356 units on the subject parcel be prepared in compliance with the requirements of the Town of Oyster Bay shall be submitted to and approved by the Town Board of the Town of Oyster Bay prior to the issuance of a building permit and the commencement of construction; that the change of zone herein granted is subject to the voluntary restrictions imposed upon the said subject premises by the applicant herein, the contract vendee of said premises and the owner in fee of said premises and which voluntary restrictions are set forth in a written instrument to be duly recorded in the office of the County Clerk of Nassau County.

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

Supervisor Burke Nay
Councilman Ocker Aye
Councilman Diamond Aye
Councilman Healey Aye
Councilman Christ Aye
Councilman Yevoli Nay
Councilman Doolittle Abstaining

THIS INDENTURE and DECLARATION OF RESTRICTIVE COVENANTS made the 22 day of December, 1970, by Pine Hollow Sand and Gravel Co., Inc., a corporation organized and existing under and by virtue of the laws of the State of New York, having its principal place of business at (no number) Pine Hollow Road, Oyster Bay, Nassau County, New York; and Robert Leibowitz, residing at 252 East 61st Street, New York, New York, 10021, to the Town of Oyster Bay, a municipal corporation in the State of New York;

W. I T. N E S'S E T H

of the following described premises, and Robert Leibowitz, as the contract vendee thereof under a contract of sale dated November 28, 1967, each for itself and himself, do hereby covenant to the Town of Oyster Bay that said following described premises shall, after the recording in the Office of the Clerk of the County of Nassau of this Indenture, be subject to covenants and restrictions hereinafter contained, it being the intention of the parties and each of them that said covenants and restrictions shall thenceforth run with the land. The premises subject to these covenants and restrictions are described as follows, to with

ALL those certain plots, pieces or parcels of land, with the buildings and improvements thereon, situate, lying and being at or near Pine Hollow, in the Town of Cyster Bay, County of Nassau, State of New York, more particularly bounded and described as follows:

BEGINNING at a point on the westerly side of the highway leading from East Norwich to Oyster Bay at a monument, said point of beginning adjoining land now or formerly of Island Dale Farm Corporation, said point being 724.50' south of the common boundary line between school districts #8 and #9 (as measured along said westerly side of the highway); and running thence along said last mentioned land the following 10 courses and distances: (1) South 59 degrees 56 minutes 20 seconds West 98.03 feet, to a monument; (2) South 82 degrees 36 minutes 00 seconds West 41.80 feet, to a monument; (3) North 86 degrees 42 minutes 00 seconds West 68.30 feet to a monument; (4) North 81 degrees 13 minutes 00 seconds West 83.56 feet to a monument; (5) North 47 degrees 57 minutes 00 seconds West 86.96 feet to a monument; (6) North 89 degrees

33 minutes 50 seconds West 37,97 feet to a monument; (7) South 87 degrees 31 minutes 40 seconds West 14.26 feet to an old stake; (8) South 4 degrees 05 minutes 00 seconds West 157.83 feet to a monument; (9) North 85 degrees 28 minutes 30 seconds West 756.17 feet to a monument; (10) North 86 degrees 23 minutes 10 seconds West 424.70 feet to a monument and to land now or formerly of Josephine O'Donnell, running thence along said last mentioned land North 85 degrees 37 minutes 20 seconds West 498.52 feet to an old stake and to land now or formerly of Sophia L. Mott, running thence along said last mentioned land North 5 degrees 42 minutes 00 seconds East 644.75 feet to land now or formerly of Sterling Postley; running thence along said last mentioned land the following 10 courses and distances: (1) South 82 degrees 11 minutes 50 seconds East 194.93 feet; (2) South 85 degrees -53 minutes 20 seconds East 254.74 feet; (3) South 86 degrees 49 minutes 40 seconds East 254.63 feet; (3) South 86 degrees 49 minutes 40 seconds East 264.63 feet; (4) South 83 degrees 58 minutes 40 seconds East 160.38 feet; (5) South 86 degrees 01 minutes 40 seconds East 200.90 feet; (6) South 82 degrees 26 minutes 00 seconds East 402.59 feet; (7) North 89 degrees 28 minutes 40 seconds East 108.69 feet; (8) North 84 degrees 15 minutes 00 seconds East 91.25 feet; (9) North 86 degrees 25 minutes 00 seconds East 308.75 feet; (10) North 83 degrees 45 minutes 00 seconds East 308.75 feet; (10) North 83 degrees 45 minutes 00 seconds East 27.30 feet; running thence South 5 degrees 00 minutes 00 seconds West 227.21 feet, thence South 84 degrees, 19 minutes, 40 seconds East 61.96 feet to a point on the westerly side of the highway leading from East Norwich to Oyster Bay, thence along said highway South 7 degrees 13 minutes 50 seconds West 105 feet; thence South 5 degrees 40 minutes 20 seconds West 182.24 feet along said highway to the point or place of BEGINNING.

The covenants and restrictions to which said premises are to be made subject by virtue of the recordation of this Indenture are:

- 1. There shall not be erected upon the subject premises in the aggregate at any time in the future more than 356 individual apartment dwelling units.
- ises more than 53 two-bedroom apartment dwelling units. There shall not be so erected more than 214 one-bedroom apartment dwelling units. There shall not be so erected any apartment dwelling units having in excess of two bedrooms each. Rooms shall be designated by function upon a plot plan and representative floor plan to be submitted before grant of a building permit. Rooms not designated as bedrooms shall not be used as such and this provision shall be incorporated in all leases covering the premises.

Cally resident a large residence of the control of the control of the control of the control of the control of

- 3. The stabilization of the slopes on the subject.

 premises shall be accomplished by the owner in accordance with the following specifications:
 - (a) All affected slopes will be formed into "Natural Slopes," by removing overhanging or protruding areas, trees, etc. Said materials to be removed from "Toe" of slopes as part of this contract.
 - (b) A berm will be constructed around the top of all slopes, if required to prevent surface water from coming down slope. These berms will be of sufficient size to cause all surface water to run away from the slopes and into natural drainage areas.
 - (c) "Toe" of slopes will be made uniform.
 - (d) "Toe" of slopes to be secured by means of used Railroad Tie Walls, properly constructed and secured with 60 d nails and 12" long rods 3/8" diameter, 2 per stringer and 1 per header, with a minimum 4' length tie-back at each end of each tie except the bottom courses. Walls to have 2" batter for every vertical foot of height. All ties to be sound. Wall to be 5 ties high (35") with the first course buried below finished grade on the exposed side and properly backfilled to the top of the 4th course. Grades and location of wall to be staked by owner. Work to meet the approval of the Town Engineer.
 - (e) All slopes to be stabilized by Hydro-seeding and Hydro-mulching (or the equivalent), using the following formula:

Fertilizer: 5-20-20 15 lbs. per 1000 sq. ft.

Nitroform: 38-0-0 5 lbs. per 1000 sq. ft.

Grass Seed: 4-5 lbs. per 1000 sq. ft.
Kentucky #31 Tall Fescue
Weeping Lovegrass
Chemung Crown Vetch
Blackwell Reed Canarygrass

Seed mix depends of exposure and soil conditions
Seeding to be performed only between March 15th and May 15th, or between August 15th and September 1:

Mulch Material: Paper fiber (or equivalent) at manufacturer's recommended rates

(f) The above operations, or portions of them, are to be repeated, as required, during subsequent seasons, until a satisfactory stand of grass is obtained.

医静脉动物 经支撑管理 计数据字符 网络特殊的 医水管畸化 医口证 经人员的 经收益 计

SEE BES 280-1974

4.) The landscaping on the subject premises shall be substantially in accordance with a planting and design plan dated may 19, 1970, and prepared by Donald F. Pollitt, Inc., as annotated June 5, 1970, a copy of which is annexed as Exhibit A and made a part hereof. A new site plan showing 356 units will be submitted before issuance of a building permit.

- 5. The slope stabilization specified in paragraph 3 of these covenants shall be performed by the owner, at his sole cost and expense, to those portions of the slopes abutting the southerly side of these premises, which are situate on real property owned by the Town of Oyster Bay.
- 6. That portion of the property abutting the southerly boundary of the subject premises and owned by the Town of Oyster Bay which is substantially level in grade will be landscaped by the owner, at his sole cost and expense, in a manner consistent with the landscaping plan of Donald F. Pollitt, Inc., specified in paragraph 4 of these covenants.
- 7. Drainage for the subject premises will be entirely self-contained on site.
- 8. Construction of the garden apartments contemplated by these covenants and restrictions shall commence no later than August 1, 1971, unless the commencement of such construction is prevented or hindered by any act of God, act of war, strike, material shortage or any other state of facts beyond the control of the owner.
- 9. No sand and gravel shall be removed from these premises following recordation of these covenants unless construction of the garden apartments contemplated by these covenants shall have been commenced and shall be actually in progress at the time of such removal.
- 10. The garden apartments contemplated by these coven-

diverse roof lines so as to resemble what are commonly known as town houses.

- 11. The interior roadway upon these premises shall be constructed in a manner consistent with the Nassau County standard for subdivisions, and plans therefor shall be submitted to the Oyster Bay Town Engineer for approval prior to construction thereof, which approval shall not be unreasonably withheld.
- 12. Parking shall not be permitted so that vehicles must back into the single main roadway.
- 13. Sufficient land shall be left to the rear area of the buildings to enable emergency vehicles to have secondary access to most of the parcel.
- 14. A site containing at least one and one-quarter acre shall be set aside within the subject premises for recreational purposes, containing at least one contiguous acre, and the said facilities shall be subject to approval of the Oyster Bay Town Parks Department, on a site plan to be approved by the Town Board which approvals shall not be unreasonably withheld.
- 15. This declaration may be modified, cancelled, annull or terminated only by a written instrument executed by the then owner of the premises and specifically consented to by the Town Board of the Town of Oyster Bay by resolution after a public hearing.

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

Pine Hollow Sand and Gravel Co., In

Neal Izzo Treasurer

Robert Leibowitz

STATE OF NEW YORK SS: : COUNTY OF SUFFOLK .

On the 22 day of December, 1970, before me personally came Neal Izzo, to me known who, being by me duly sworn, did depose and say that he resides at 345 Frost Pand Road, 61cm Head, New York, that he is the Treasurer of Pine Hollow Sand and Gravel Co., Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he signed his name thereto by like order.

Notary Public

RICHARD C. CAHN No. 62-0533275 The state of the second of the

STATE OF NEW YORK COUNTY OF SUFFOLK

On the 22 day of December, 1970, before me personally

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

I, WILLIAM B. O'KEEFE, Town Clerk ANNALEKSMHKECK NOSECHAMINACEEN .

Depart From Clerk of the Town of Oyster Bay, and

custodian of the Records of said Town, DO HEREBY CERTIFY that I have compared the annexed with the original Declaration of Restrictive Covenants made by Pine Hollow Sand and Gravel Co., Inc. and Robert Leibowitz to the Town of Oyster Bay felative to re-zoning at or near Pine Hollow, Oyster Bay, N.Y.

filed in the Town Clerk's Office and that the same is a 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 January, 1971 this 11th day of

Town of Oyster Bay Planning Advisory Board Meeting of April 15, 2021

PROVED AS TO FORM

WHEREAS, an application and proposed plans have been submitted to the Town of Oyster Bay Planning Advisory Board by Norwich Gate Co., LLC, (hereinafter referred to as "Applicant") 58 Vanderbilt Motor Parkway, Commack, New York 11725 for the construction of fifty (50) one-story private garages and sixteen (16) one-story storage structures, proposed modifications to reduce the size of an existing building and the removal of an existing tennis court in order to construct an addition to an existing recreation building along with associated site improvements at 600 Pine Hollow Road, East Norwich, New York 11732 (a/k/a Section 24, Block B, Lot(s) 974 & 975 on the Nassau County Land and Tax Maps) located in the "RMF-16" (Multi-Family Residence) Zoning District of the Town of Oyster Bay; and

WHEREAS, the submitted site plans have been reviewed by the Department of Planning and Development in accordance with the requirements of Chapter 246 (Zoning), Section 6 (Site Plan Review) of the Code of the Town of Oyster Bay and has been reviewed by other various interested departments and governmental agencies; and

WHEREAS, the Town of Oyster Bay Department of Environmental Resources forwarded a memorandum dated January 26, 2021, to the Planning Advisory Board; and

WHEREAS, the Planning Advisory Board has reviewed said memorandum, and finds that the proposed action is classified as a Type II Action pursuant to the SEQRA Type II Actions List, and therefore, adopts same for the purposes of SEQRA, and

WHEREAS, the Nassau County Planning Commission, by memorandum dated March 19, 2021, deferred this matter to the Town of Oyster Bay for local determination; and

WHEREAS, the Planning Advisory Board, based upon the relevant facts and circumstances presented at the public meeting, and based upon the facts and information within the personal knowledge of the members of the Planning Advisory Board, finds the following: that because of the area, location, nature and character of the subject property, the premises are adequate and suitable for the construction of one-story private garages and storage structures, proposed modifications to reduce the size of an existing building and the removal of an existing

PROVED AS TO FORM

KEC. S.C. Of P.A.B.

tennis court in order to construct an addition to an existing recreation building along with associated site improvements; and

WHEREAS, the Planning Advisory Board, after due deliberation, finds that the request for the construction of one-story private garages and storage structures, proposed modifications to reduce the size of an existing building and the removal of an existing tennis court in order to construct an addition to an existing recreation building along with associated site improvements will not constitute an over intensification of land use and will be compatible with the surrounding area and community at large; and

NOW, THEREFORE BE IT RESOLVED that the following eight (8) drawings prepared by Robert S. Retnauer, R.L.A., are identified as follows:

NUMBER	TITLE	LAST REVISED
1 OF 8	SITE PLAN	03/08/2021
2 OF 8	COURTYARD EXISTING CONDITIONS &	
	DEMOLITION	03/09/2021
3 OF 8	COURTYARD SITE PLAN	03/09/2021
4 OF 8	COURTYARD LANDSCAPE PLAN	03/09/2021
5 OF 8	COURTYARD SITE LIGHTING PLAN	03/09/2021
6 OF 8	COURTYARD CONSTRUCTION DETAILS	03/09/2021
7 OF 8"	CONSTRUCTION PLAN	03/08/2021
8 OF 8	DETAILS	03/08/2021

and the following eight (8) drawings prepared by Steven R. Hanson, R.A., is identified as follows:

NUMBER	TITLE	LAST REVISED
A-1	GARAGES TYPE 1 - PLAN/ELEVATIONS/DETAILS	03/15/2021
A-2 .	GARAGES TYPE 2 - PLAN/ELEVATIONS/DETAILS	03/15/2021
A-3	GARAGES TYPE 3 - PLAN/ELEVATIONS/DETAILS	03/15/2021
A-4	GARAGES TYPE 4 - PLAN/ELEVATIONS/DETAILS	03/15/2021
EL-1	FRONT ELEVATION – EAST	02/22/2021
EL-2	RIGHT SIDE ELEVATION- NORTH	02/22/2021
EL-3	REAR ELEVATION – WEST	02/22/2021
EL-4	LEFT SIDE ELEVATION – SOUTH	02/22/2021

which are attached hereto, made part hereof and are hereby APPROVED by the Town of Oyster Bay Planning Advisory Board, subject to final Town Board Site Plan Approval, and subject to full compliance in all respects with the following conditions and provisions:

- 1. The site plans captioned above shall be strictly adhered to.
- 2. Pursuant to Chapter 246 (Zoning), Section 6.9.1 (Minor Amendments) of the Code of the Town of Oyster Bay, the Commissioner of the Department of Planning and Development may approve minor adjustments to the approved site plan that are deemed necessary or appropriate. Minor adjustments must be consistent with the basic concepts of the approved site plan.
- 3. The exterior structures, the parking lot, landscaped areas and all other installations shall be continually maintained and kept neat and in good repair.
- 4. The applicant shall install a water irrigation system for all landscaping.
- 5. All garbage and rubbish shall be disposed in accordance with local standards.

- 6. No lighting shall be located on said siglare to abutting neighbors or vehicular
- 7. This Resolution is not intended to approsubmitted to the Division of Building for Permit.
- The subject parcel shall be used and de ordinances, building codes, rules and reg and/or Federal bodies, departments or agen

cause any annoyance, inconvenience or

ng and construction plans which must be oval prior to the issuance of a Building

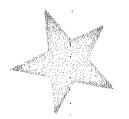
ed so as to comply with all local laws, one of any and all Town, County, State thereof.

A motion for adoption was made by Member Warner and seconded by Member Chabina.

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

Chairman Stanco	Aye
Member DiLeonardo	Aye
Member Chabina	Aye
Member Warner	Aye
Member Castellane	Aye
Member Byrne	Aye

DATE FILED WITH OFFICE OF THE TOWN CLERK: RECEIVED
TOWN CLERK
TOWN OF OYSTER BAY
23 APRIL 2021



Town of Oyster Bay Planning Advisory Board Meeting of January 21, 1999

APPROVEDASITO FORM

WHEREAS, a proposed site plan has been submitted by Norwich Gate Co., LLC aka Norcom Contracting Corp. (hereinafter "Applicant"), 1737-7 Veterans Highway, Islandia, NY to remove an existing tennis court and construct a one (1) story 40' x 68' Community Center Building for the sole recreational use of the residents of the community. The subject premises is located at 600 Pine Hollow Road, Oyster Bay, NY, on the west side of Pine Hollow Road 3845' south of Lexington Avenue (a/k/a Section 24, Block B, Lots 974 & 975) in the "E-1" Apartment House District, Oyster Bay, New York, and

WHEREAS, the submitted site plan has been reviewed by the Department of Planning and Development in accordance with the requirements of Local Law No. 1-96 and other various interested departments and governmental agencies, and

WHEREAS, the Town Environmental Quality Review Commission by Resolution No. 8-99 dated January 22, 1999 found that the subject application constitutes a Negative Declaration in accordance with the New York State Environmental Quality Review Act, and

WHEREAS, the Nassau County Planning Commission, by Resolution No. 7767-99, dated May 20, 1999 recommended local determination of said application, and

WHEREAS, at a publicly held meeting on January 21, 1999, the Planning Advisory Board duly reviewed and considered the site plan submitted, along with all pertinent and relevant materials, exhibits, submissions, and testimony, and

WHEREAS, the Planning Advisory Board, after due deliberation, finds that the site improvements as shown on the site plan submitted substantially complies with Local Law No. 1-96, will not constitute an over intensification of land use and will be compatible to the surrounding area and community at large; and

NOW, THEREFORE BE IT RESOLVED that the site plan submitted, entitled "SITE PLAN/NOTES, NORWICH GATE PROPOSED COMMUNITY CENTER", prepared by Steven R Hanson, Architect, Dwg. No. 1 of 3, dated 10/28/98 is attached hereto and made part hereof, is hereby approved by the Town of Oyster Bay Planning Advisory Board subject to full compliance in all respects with the following conditions and provisions:



- 1. The site plan captioned above shall be strictly adhered to.
- The exterior of all structures, the parking lot, landscaped areas and all other
 installations visible to the public shall be continually maintained and kept neat and in
 good repair.
- 3. No lighting shall be located on said site so as to cause any annoyance, inconvenience or glare to abutting neighbors or vehicular traffic.
- 4. This resolution is not intended to approve building and construction plans which must be submitted to the Division of Building for approval prior to the issuance of a building permit.
- 5. The subject parcel shall be used and developed so as to comply with all local laws, ordinances, building codes, rules & regulations of any and all Town, County, State, and / or Federal bodies, departments or agencies thereof.
- 6. The applicant shall apply to the Town of Oyster Bay Zoning Board of Appeals and be approved for any required variances prior to the issuance of a Building Permit.
- 7. That the Community Center be for the sole use of the residents of the community and that the architectural style conform to that which exists in the community.

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

Chairman Thompson	Aye
Member Ducato	Aye
Member DeLeonardo	Aye
Member Warner	Aye
Member Stanco	Aye
Member Pearl	Absent



Town of Oyster Bay Inter-Departmental Memo

TO:

MEMORANDUM DOCKET

FROM:

ELIZABETH L. MACCARONE, COMMISSIONER

DEPARTMENT OF PLANNING AND DEVELOPMENT

DATE:

APRIL 16, 2021

SUBJECT:

REQUEST FOR SITE PLAN APPROVAL

NORWICH GATE AMENITY RENOVATIONS

600 PINE HOLLOW ROAD EAST NORWICH, NY 11732

SEC. 24 BLK. B LOT(S) 974 AND 975

ZONE: MULTI-FAMILY RESIDENCE (RMF-16)

SUPPLEMENTAL MEMO TO FOLLOW

Additional information will be provided in a Supplemental Docket Memorandum in connection with the above referenced matter. I therefore request that a space be reserved at the next available docket for this additional information.

ELIZABÉTH L. MACCARONE

COMMISSIONER

ELZ/jsv

Cc: Legislative Affairs

Reviewed By Office of Town Attorney

WHEREAS, VARUN REALTY, LLC, fee owner, petitioned the Town Board of the Town of Oyster Bay for a Special Use Permit and Site Plan Approval to permit the construction and operation of a gasoline service station and a 1,400 square foot convenience retail store on property located in a Neighborhood Business ("NB") District, at 430 Jericho Turnpike, Jericho, Town of Oyster Bay, County of Nassau, State of New York 11753, and described as Section 12, Block 37, Lot 143 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 February 11, 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 memorandum dated April 27, 2021, regarding the environmental impacts contemplated by said Petition and recommended Town Board determination that the proposed action 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 communications or microwave transmission facilities" and does not require the completion of an Environmental Impact Statement, or any review or other procedural activities pursuant to SEQR/TEQR; and

WHEREAS, the Nassau County Planning Commission, by Resolution No. 10365-20. dated March 12, 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 memorandua dated August 6, 2019 and March 15, 2021, advised that the Department of Planning and Development has reviewed the following fourteen (14) plans prepared by Christopher M. Tartaglia, P.E., High Point Engineering, Farmingdale, New York:

SHEET NO.	TITLE	PREPARED BY	DATE
SP-1	Site Plan	Christopher M. Tartaglia, R.A.	02/20/2021
SP-2	Grading/Drainage & Utility Plan	Christopher M. Tartaglia, R.A.	02/20/2021
SP-3	Landscape/Erosion Control Plan	Christopher M. Tartaglia, R.A.	02/20/2021
SP-4	Lighting Plan	Christopher M. Tartaglia, R.A.	02/20/2021
SP-5	Detail Sheet	Christopher M. Tartaglia, R.A.	02/20/2021
SP-6	Detail Sheet	Christopher M. Tartaglia, R.A.	02/20/2021
SGN-1	Detached ID Sign Plan & Elevation	Christopher M. Tartaglia, R.A.	02/25/2021
SGN-2	Building Wall Sign Plan		
	and Elevation	Christopher M. Tartaglia, R.A.	02/25/2021
SGN-3	Canopy Sign Plan & Elevation	Christopher M. Tartaglia, R.A.	02/25/2021
SGN-4	Canopy Sign Plan & Elevation	Christopher M. Tartaglia, R.A.	02/25/2021
CA-1	Canopy Elevations	Christopher M. Tartaglia, R.A.	03/01/2021
TR-1	Fuel Delivery Truck Route Plan	Christopher M. Tartaglia, R.A.	02/20/2021
TR-2	Delivery Truck Route Plan	Christopher M. Tartaglia, R.A.	02/20/2021
A1.0	Floor Plans and		
	Exterior Elevatiions	Christopher M. Tartaglia, R.A.	03/12/2021

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 accept the recommendation of the Town of Oyster Bay Department of Environmental Resources, Town Environmental Quality Review Division, and determines that the proposed action 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 communications or microwave transmission facilities" and does not require the completion of an Environmental Impact Statement, or any other procedural activities pursuant to SEQR/TEQR; and it is further

RESOLVED, That the Petition of VARUN REALTY, LLC, fee owner, for a Special Use Permit and Site Plan Approval to permit the construction and operation of a gasoline service station and a 1,400 square foot convenience retail store on property located in a Neighborhood Business ("NB") District, at 430 Jericho Turnpike, Jericho, Town of Oyster Bay, County of Nassau, State of New York 11753, and described as Section 12, Block 37, Lot 143 on the Land and Tax Map of Nassau County, is hereby GRANTED, on the premises described as follows:

SCHEDULE A

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

BEGINNING at a point on the northwesterly side of Jericho Turnpike (new route), distant 529.88 feet southwesterly from a point where the northwesterly side of Jericho Turnpike (old route) and from said point of BEGINNING;

RUNNING THENCE still southwesterly along the said new northwesterly side of Jericho Turnpike (new route), along an arc of a curve having a radius of 1595.13 feet, a distance along the arc of said curve of 106.95 feet to the land now and formerly of The Religious Society of Friends;

THENCE north 55 degrees 16 minutes 00 seconds west, along the last mentioned land, 117.01 feet;

THENCE north 45 degrees 26 minutes 05 seconds east, a distance of 90.65 feet;

THENCE south 64 degrees 44 minutes 00 seconds east, a distance of 107.55 feet to the northwesterly side of Jericho Tumpike (new route), at the point or place of BEGINNING.

SAID PREMISES being known as 430 Jericho Tumpike, Jericho, New York 11753, and designated as Section 12, Block 37, Lot 143 on the Land and Tax Map of Nassau County.

and be it further

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

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

Resolution No. 264-2021

RESOLVED, That in accordance with the memoranda of Elizabeth L. Maccarone, Commissioner, Department of Planning and Development, dated August 6, 2019 and March 15, 2021, the fourteen (14) 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	Aye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Aye
Councilwoman Walsh	Aye

DECLARATION OF RESTRICTIVE COVENANTS

VARUN REALTY, LLC, fee owner, with a business address of 2188 Kirby Lane, Muttontown, New York 11791, does, by this declaration, dated , 2021, declare as follows:

WHEREAS, VARUN REALTY, LLC, fee owner, (hereinafter referred to as "Declarant"). petitioned the Town Board of the Town of Oyster Bay ("Town Board") for a Special Use Permit and Site Plan Approval to permit the construction and operation of a gasoline service station and a 1,400 square foot convenience retail store on property located in a Neighborhood Business ("NB") District, at 430 Jericho Turnpike, Jericho, Town of Oyster Bay, County of Nassau, State of New York 11753, and described as Section 12, Block 37, Lot 143 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 February 11, 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. 264-2021, dated May 4, 2021, 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 430 Jericho Tumpike, Jericho, Town of Oyster Bay, County of Nassau, State of New York 11753, and described as Section 12, Block 37, Lot 143 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 any and all prior Declarations of Restrictive Covenants affecting the premises located at 430 Jericho Turnpike, Jericho, 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.
- That no facilities for overnight truck parking or storage shall be provided, and no overnight truck parking or storage will be permitted.

Reviewed By Office of Town Attorney

- 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.
- 8. That delivery trucks delivering gasoline products to the premises will not have a capacity in excess of 8,400 gallons, and will consist of a 40 foot trailer plus the cab.
- 9. That there shall be no backing of delivery trucks onto adjacent streets and delivery trucks shall not queue onto adjacent streets.
- 10. That the hours of operation of any business on the subject premises shall be between the hours of 6:00 a.m. and 10:00 p.m.
- 11. That the engines of all trucks delivering products, including gasoline, shall shut down during the delivery and/or refilling operation.
- 12. That no mechanical games of amusement shall be permitted on the subject premises.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. 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.
- 17. That there shall be no charge for the use of air hoses or air equipment intended for the servicing of vehicles.

- 18. 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.
- 19. That there shall be no exterior television monitors at any location on the subject property, including, but not limited to, at pump stations.
 - 20. That no bell hoses shall be installed or maintained.
- 21. That all garbage and rubbish shall be kept in closed containers and disposed in accordance with applicable statutes, ordinances and laws.
- 22. 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.
- 23. 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.
- 24. That no Certificate of Occupancy shall be issued unless and until the development of the site is in conformance with the fourteen (14) plans prepared by Christopher M. Tartaglia, P.E, High Point Engineering, Farmingdale, 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 March 15, 2021, 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	DATE
SP-1	Site Plan	Christopher M. Tartaglia, R.A.	02/20/2021
SP-2	Grading/Drainage & Utility Plan	Christopher M. Tartaglia, R.A.	02/20/2021
SP-3	Landscape/Erosion Control Plan	Christopher M. Tartaglia, R.A.	02/20/2021
SP-4	Lighting Plan	Christopher M. Tartaglia, R.A.	02/20/2021
SP-5	Detail Sheet	Christopher M. Tartaglia, R.A.	02/20/2021
SP-6	Detail Sheet	Christopher M. Tartaglia, R.A.	02/20/2021
SGN-1	Detached ID Sign Plan & Elevation	Christopher M. Tartaglia, R.A.	02/25/2021
SGN-2	Building Wall Sign Plan		
5 0 1 1 -	and Elevation	Christopher M. Tartaglia, R.A.	02/25/2021
SGN-3	Canopy Sign Plan & Elevation	Christopher M. Tartaglia, R.A.	02/25/2021
SGN-4	Canopy Sign Plan & Elevation	Christopher M. Tartaglia, R.A.	02/25/2021

CA-1	Canopy Elevations	Christopher M. Tartaglia, R.A.	03/01/2021
TR-1	Fuel Delivery Truck Route Plan	Christopher M. Tartaglia, R.A.	02/20/2021
TR-2	Delivery Truck Route Plan	Christopher M. Tartaglia, R.A.	02/20/2021
A1.0	Floor Plans and	· ·	
	Exterior Elevatiions	Christopher M. Tartaglia, R.A.	03/12/2021

- 25. 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.
- 26. 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.
- 27. 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, lying and being at Jericho, Town of Oyster Bay, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at a point on the northwesterly side of Jericho Turnpike (new route), distant 529.88 feet southwesterly from a point where the northwesterly side of Jericho Turnpike (old route) and from said point of BEGINNING;

RUNNING THENCE still southwesterly along the said new northwesterly side of Jericho Tumpike (new route), along an arc of a curve having a radius of 1595.13 feet, a distance along the arc of said curve of 106.95 feet to the land now and formerly of The Religious Society of Friends;

THENCE north 55 degrees 16 minutes 00 seconds west, along the last mentioned land, 117.01 feet;

THENCE north 45 degrees 26 minutes 05 seconds east, a distance of 90.65 feet;

THENCE south 64 degrees 44 minutes 00 seconds east, a distance of 107.55 feet to the northwesterly side of Jericho Turnpike (new route), at the point or place of BEGINNING.

SAID PREMISES being known as 430 Jericho Turnpike, Jericho, New York 11753, and designated as Section 12, Block 37, Lot 143 on the Land and Tax Map of Nassau County.

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

BY:	•	

VARUN REALTY, LLC

STATE OF NEW YORK COUNTY OF NASSAU)) ss.:	
instrument and acknowled	ged to me th n the instrun	in the year 2021 before me, the undersigned, personally known to me or proved to me on the individual whose name is subscribed to the within at he/she executed the same in his/her capacity(ies), and nent, the individual, or the person upon behalf of which the individual in the person upon behalf of which the individual is the person upon behalf of which the individual is the person upon behalf of which the individual is the person upon behalf of which the individual is the person upon behalf of which the individual is the person upon behalf of which the person upon th

Notary Public

Reviewed By Office of Town Attorney

WHEREAS, Joseph G. Pinto, Commissioner, Department of Parks, by memorandum dated April 26, 2021, advised that the Department of Parks was contacted by the City of Glen Cove ("City") requesting an Inter-Municipal Agreement ("IMA"), to extend permission for residents of the City to access the Town of Oyster Bay boat ramp at Tappen Beach, without fee, through May 21, 2021, due to repairs undertaken by the City to its boat ramp, which would leave City residents without access to the water, and the Department of Parks requests and recommends that the Town Board authorize the execution of an IMA permitting City of Glen Cove residents to use the Tappen Beach boat ramp through May 21, 2021,

NOW, THEREFORE, BE IT RESOLVED, that the recommendation as hereinabove set forth is hereby accepted, and the Supervisor or his designee is hereby authorized to enter into the annexed agreement with the City of Glen Cove, extending permission to City of Glen Cove residents to use the Town of Oyster Bay boat ramp at Tappen Beach, without fee, through May 21, 2021.

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

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

TOWN OF OYSTER BAY INTER-DEPARTMENTAL MEMO

April 26, 2021

TO:

MEMORANDUM DOCKET

FROM:

JOSEPH G. PINTO, COMMISSIONER

DEPARTMENT OF PARKS

SUBJECT:

INTER-MUNICIPAL AGREEMENT WITH THE CITY OF GLEN COVE

The Department of Parks has been contacted by the City of Glen Cove regarding a proposed inter-municipal agreement, in order for residents to have access to the Harry Tappen Beach boat ramp. The City of Glen Cove is engaged in repairs of their boat ramp, leaving residents without access to the waterway.

Under the proposed inter-municipal agreement, Glen Cove residents may use Harry Tappen Beach boat ramp through May 21, 2021, without fee.

The Parks Department respectfully requests and recommends Town Board authorize the Supervisor, or his designee, to execute an Inter-Municipal Agreement with the City of Glen Cove.

Kindly suspend the rules and add this memorandum docket to the May 4, 2021 calendar.

JOSEPH G. PINTO, COMMISSIONER
DEPARTMENT OF PARKS



INTERMUNICIPAL AGREEMENT

THIS INTERMUNICIPAL AGREEMENT, made and entered as of the date on which this Agreement is last executed by the parties hereto (the "Effective Date"), by and between TOWN OF OYSTER BAY, a municipal corporation having its principal office at 54 Audrey Avenue, Oyster Bay, New York 11771 (hereinafter "Town") and the CITY OF GLEN COVE ("CITY"), a municipal corporation, having its principal office at 9 Glen Street, Glen Cove, New York 11542 (hereinafter "GLEN COVE") concerning the use of the Town boat ramp at Harry Tappen Beach in Glenwood Landing by Glen Cove residents up to and including May 21, 2021; subject to certain provisions stated herein.

WITNESSETH:

WHEREAS, the CITY OF GLEN COVE is engaged in a public works project that has required the closure of City boat ramp facilities through May 21, 2021. Glen Cove has requested permission for its residents to access the Town of Oyster Bay boat ramp at Harry Tappen Beach in Glenwood Landing for the period up to and including May 21, 2021; and

WHEREAS, the TOWN desires to assist GLEN COVE in providing access to local waterways and reasonable recreational opportunities for small groups of its residents during the difficult times presented by the current pandemic, and

WHEREAS, the TOWN and GLEN COVE wish to cooperate for the benefit of their taxpayers;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the parties hereto do agree as follows:

FIRST: The TOWN shall provide access to its boat ramp at Harry Tappen Beach in Glenwood Landing to Glen Cove residents for the period up to and including May 21, 2021

only.

SECOND: GLEN COVE residents shall not be charged for use of the subject ramp subject to the terms and conditions of this agreement.

THIRD: This agreement shall terminate at 11:59 pm EDT on May 21, 2021, unless extended by mutual agreement between the parties.

FOURTH: Neither party hereto may assign its rights and/or obligations hereunder without the prior written consent of the other party and any purported assignment without such consent shall be of no force and effect.

FIFTH: It is understood and agreed that this Agreement embodies the entire understanding of the parties and may not be extended or modified except in writing, and subscribed by both parties hereto.

SIXTH: The CITY shall obtain insurance coverage in regard to the work performed pursuant to this Agreement, and provide Certificates of Insurance with respect to comprehensive general liability in amounts per occurrence of not less than \$1,000,000.00 and \$2,000,000 in the aggregate and shall name the TOWN as an additional named insured. A copy of relevant endorsements are to be provided to the TOWN.

SEVENTH: The CITY, to the maximum extent permitted by law, 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, attorneys' fees and disbursements) and damages, arising out of or in connection with the activities pursuant to this Agreement.

EIGHTH: The execution of the Agreement is subject to authorization by the Town Board.

IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be

hereunto affixed and this agreement shall be signed by the proper officials thereof pursuant to resolutions duly adopted by the respective Boards of said parties.

		TOWN OF OYSTER BAY
REVIEWED:		By:
	TP141	Name:
Office of the Town Attorney	Title:	Date:
		CITY OF GLEN COVE
	By:	
		Name:
		Title:
		Date:







Reviewed By Office of Town Attorney Electric Let. a. Jamehvan

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 18, 2021, at 10:00 o'clock a.m., prevailing time, said Notice to be advertised in the Newsday

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

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

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

PUBLIC NOTICE

PLEASE TAKE NOTICE That a Public Hearing will be held by the Town Board of the Town of Oyster Bay in the Hearing Room, Town Hall, East Building, 54 Audrey Avenue, Oyster Bay, New York, on May 18, 2021, at 10:00 o'clock a.m., prevailing time, at which time residents and interested parties will have an opportunity to be heard on the proposed contracts for fire protection, copies of which are on file in the Town Clerk's Office, and may be viewed daily between the hours of 9:00 A.M. and 4:45 P.M., prevailing time, except Saturdays, Sundays and Holidays, and the contracts with the East Norwich Volunteer Fire Company No. 1 for the furnishing of fire protection during the 2020 Calendar Year, nunc pro tunc, to the East Norwich Fire Protection District at the agreed per annum charge set forth, all subject to taxation in said District, as shown on the last completed Town Assessment Roll:

CALENDAR YEAR 2020

FIRE PROTECTION
FIRE COMPANY
DISTRICT

AGREED PER
ANNUM CHARGE

East Norwich Volunteer Fire Company No. 1

East Norwich

\$ 311,072.56

BY ORDER OF THE TOWN BOARD OF THE TOWN OF OYSTER BAY. JOSEPH SALADINO, Supervisor. RICHARD LaMARCA, Town Clerk. Dated: May 4, 2021, Oyster Bay, New York.

Reviewed By Office of-Town Altorney Elycabath a Sauchkan 30

Town of Oyster Bay Inter-Departmental Memo

TO:

MEMORANDUM DOCKET

FROM:

Office of the Town Attorney

DATE:

April 29, 2021

SUBJECT:

2020 Fire Protection Agreement with East Norwich Volunteer Fire

Company No. 1

By Town Board Resolution No. 239-2021, adopted April 20, 2021, the Town Board authorized the Town Clerk to advertise a Notice of Hearing for May 4, 2021 at 7:00 p.m., to consider the 2020 Fire Protection Agreement with the East Norwich Volunteer Fire Company No. 1 ("ENFC"). Due to issues with the publication, it is necessary to reschedule the hearing for May 18, 2021 at 10:00 a.m.. Accordingly, this Office requests that the Town Clerk be authorized to advertise a Notice of Hearing for May 18, 2021 at 10:00 a.m., in connection with this matter.

Kindly suspend the rules and place this item on the May 4, 2021, Town Board action calendar. A proposed public notice and resolution accompany this memo.

FRANK M. SCALERA TOWNLATTORNEY

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 on May 18th - eaf door



Office of Town Attempor

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.



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	Áye
Councilman Imbroto	Aye
Councilman Hand	Aye
Councilman Labriola	Aye
Councilwoman Maier	Ave
Councilwoman Walsh	Ave



PUBLIC NOTICE

PLEASE TAKE NOTICE That a Public Hearing will be held by the Town Board of the Town of Oyster Bay in the Hearing Room, Town Hall, East Building, 54 Audrey Avenue, Oyster Bay, New York, on May 4, 2021, at 7:00 o'clock p.m., prevailing time, at which time residents and interested parties will have an opportunity to be heard on the proposed contracts for fire protection, copies of which are on file in the Town Clerk's Office, and may be viewed daily between the hours of 9:00 A.M. and 4:45 P.M., prevailing time, except Saturdays, Sundays and Holidays, and the contracts with the East Norwich Volunteer Fire Company No. 1 for the furnishing of fire protection during the 2020 Calendar Year, minic protune, to the East Norwich Fire Protection District at the agreed per annum charge set forth, all subject to taxation in said District, as shown on the last completed Town Assessment Roll.

CALENDAR YEAR 2020

FIRE COMPANY

FIRE PROTECTION DISTRICT

AGREED PER ANNUM CHARGE

East Norwich Volunteer Fire Company No. 1

East Norwich

\$ 311,072.56

BY ORDER OF THE TOWN BOARD OF THE TOWN OF OYSTER BAY. JOSEPH SALADINO, Supervisor. RICHARD LaMARCA, Town Clerk. Dated: April 20, 2021, Oyster Bay, New York.



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WHEREAS, a public hearing was held in the Hearing Room, Town Hall North, 54 Audrey Avenue, Oyster Bay, New York on the 23rd day of March, 2021, at 7:00 o'clock, p.m., to consider the application of 135-165 CANTIAGUE ROCK ROAD, LLC, fee owner, and DEJANA INDUSTRIES LLC, lessee, for a Special Use Permit to allow operation of an automotive repair business including automotive body work and spray painting at certain premises located in a Light Industry ("LI") Zone on the westerly side of Cantiague Rock Road 1,255.35 feet north of West John Street, Westbury, Town of Oyster Bay, County of Nassau, State of New York and described as Section 11, Block 441, Lot 49, on the Land and Tax Map of Nassau County; and

WHEREAS, the Office of the Town Attorney, by memorandum dated April 29, 2021, requested and recommended that the record of said hearing be kept open for an additional forty-five (45) days, until June 18, 2021, to allow for the submission of any comment to be considered by the Town Board before making a decision on the application; and

WHEREAS, the Office of the Town Attorney by said memorandum, requested and recommended that the Town Board authorize the publication of a notice that the record of the aforementioned application shall be kept open until June 18, 2021,

NOW, THEREFORE, BE IT RESOLVED, That the requests and recommendations of the Office of the Town Attorney are accepted and approved and the record of the hearing held on March 23, 2021, to consider the application of 135-165 CANTIAGUE ROCK ROAD, LLC, fee owner, and DEJANA INDUSTRIES LLC, lessee, for a Special Use Permit to allow operation of an automotive repair business including automotive body work and spray painting at certain premises located in a Light Industry ("LI") Zone on the westerly side of Cantiague Rock Road 1,255.35 feet north of West John Street, Westbury, Town of Oyster Bay, County of Nassau, State of New York and described as Section 11, Block 441, Lot 49, on the Land and Tax Map of Nassau County, be kept open through the end of business on June 18, 2021, and be it further

RESOLVED, That the Town Clerk shall publish notice of the fact that the hearing record shall remain open in Newsday

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

A public hearing was held by the Town Board of the Town of Oyster Bay, Nassau County, New York, on Tuesday, March 23, 2021, at 7:00 p.m., in the Hearing Room, Town Hall North, East Building, 54 Audrey Avenue, Oyster Bay, New York, to consider an application from 135-165 CANTIAGUE ROCK ROAD, LLC, fee owner, and DEJANA INDUSTRIES LLC, lessee, for a Special Use Permit to allow operation of an automotive repair business including automotive body work and spray painting at certain premises located in a Light Industry ("LI") Zone on the westerly side of Cantiague Rock Road 1,255.35 feet north of West John Street, Westbury, Town of Oyster Bay, County of Nassau, State of New York and described as Section 11, Block 441, Lot 49, on the Land and Tax Map of Nassau County.

NOTICE IS HEREBY GIVEN that, with respect to said application, the record of said hearing shall remain open through the end of business on June 18, 2021, for any interested parties to submit comments for consideration by the Town Board. Comments may be submitted by email to publiccomment@oysterbay-ny.gov, or in writing to the 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.

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

Dated: May 4, 2021, Oyster Bay, New York.

Reviewed By Office of Town Attorney

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TOWN OF OYSTER BAY Inter-Departmental Memorandum

TO

MEMORANDUM DOCKET

FROM

OFFICE OF THE TOWN ATTORNEY

DATE

April 29, 2021

SUBJECT:

135-165 Cantiague Rock Road, LLC, fee owner and

Dejana Industries LLC, lessee

Special Use Permit

Premises: Cantiague Rock Road, Westbury, New York

Section 11, Block 441, Lot 49

A public hearing was held on March 23, 2021, at 7:00 o'clock, p.m., to consider the application of 135-165 CANTIAGUE ROCK ROAD, LLC, fee owner, and DEJANA INDUSTRIES LLC, lessee, for a Special Use Permit to allow operation of an automotive repair business including automotive body work and spray painting at certain premises located in a Light Industry ("LI") Zone on the westerly side of Cantiague Rock Road 1,255.35 feet north of West John Street, Westbury, Town of Oyster Bay, County of Nassau, State of New York and described as Section 11, Block 441, Lot 49, on the Land and Tax Map of Nassau County.

The Office of the Town Attorney hereby requests and recommends that the record of said hearing be kept open for an additional forty-five (45) days, until June 18, 2021, to allow for the submission of any comment to be considered by the Town Board before making a decision on the application.

The Office of the Town Attorney also recommends and requests that the Town Board authorize the publication of a notice that the record of the aforementioned application shall be kept open until June 18, 2021.

It is requested that the rules be suspended and this matter be placed on the action calendar for the Town Board meeting of May 4, 2021.

FRANK M. SCALERA TOWN ATTORNEY

Thomas M. Sabellico

Special Counsel

TMS:nb Enclosure 2019-7371



WHEREAS, Ms. Harriet Gerard Clark, Executive Director, Raynham Hall Museum., 20 & 30 West Main Street Oyster Bay, New York 11771, by letter dated March 19, 2021, requested that the Town Board permit the North Country Garden Club of Long Island Inc., P.O. Box 21, Locust Valley, New York, 11560, a 501 (c) (3) not-for-profit organization, (hereafter referred to as the "NCGC"), and Miller Nurseries, Inc., 274 Glen Head Road, P.O. Box 125, Glen Head, New York 11545, to plant various species of flora, including, but not limited to, include a holly tree, several boxwoods, rhododendrons, hydrangeas, and possibly, Vinca (periwinkle) as ground cover, in the town-owned triangular pocket park located in the rear section of 30 West Main Street, accessible via the alleyway across from Town Hall, to improve the neighborhood, to beautify the Museum's grounds, and to commemorate the 200th anniversary of the birth of Frederick Law Olmstead, designer of Central Park in New York City; and

WHEREAS, Ms. Clark, by said letter, requested further, that the Town Board permit the Friends of Raynham Hall, Inc., (hereinafter "the Friends"), 20 & 30 West Main Street Oyster Bay, New York 11771, a 501 (c)(3), not-for-profit organization, to install a memorial consisting of a 56 inch long by 18 inch wide metal tablet outside of the entrance to the Raynham Hall Museum Education Center, commemorating the twenty (20) African Americans who were enslaved by the Townsend Family at Raynham Hall, and bearing the following inscription:

"Here we honor the enslaved people who lived and labored on this land.

May we always remember them
and the many generations of those who were enslaved in Oyster Bay
during the two centuries when slavery was legal in New York.

Dedicated June 19, 2021"

; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, 2021, by memorandum dated April 30, 2021, recommended that the Town Board accept the aforementioned plantings, valued at \$4,765.00, and memorial, valued at between \$3,000.00 and \$5,000.00, as gifts to the Town, pursuant to the New York State Town Law, Article IV, Section 64 (8); and

WHEREAS, Ms. Clark, by said letter dated, requested further that the Town Board permit the Friends of Raynham Hall, Inc., to conduct the following activities at the Raynham Hall Museum, on Saturday, June, 19, 2021, rain or shine:

- a. to hold an in-person, "masks and flasks" gathering in the afternoon to celebrate the completion of the interior of the Raynham Hall Education Center,
- b. to hold a groundbreaking ceremony for the aforementioned memorial,

 to celebrate the recognition of the 19th of June, also known as "Juneteenth", as a legal holiday in the State of New York; and

WHEREAS, Frank M. Scalera, Town Attorney, and Ralph P. Healey, Special Counsel, by memorandum dated April 30, 2021, recommended that the Town Board waive the provisions of Oyster Bay Town Code Chapter 82, "Alcoholic Beverages", Section 82-3(A) & (B), "Prohibitions", for the duration of the aforementioned series of events to be held at, and on the grounds of, Raynham Hall Museum, on Saturday, June 19, 2021; and

WHEREAS, The Town Board deems this series of events as an appropriate and worthwhile endeavor, and one which will benefit the residents of the Town of Oyster Bay,

NOW, THEREFORE, BE IT RESOLVED, that the Town Board approves the requests and recommendations, as herinabove set forth, and hereby permits the North Country Garden Club of Long Island, Inc., and Miller Nurseries, Inc., to plant various species of flora, including, but not limited to, a holly tree, several boxwoods, rhododendrons, hydrangeas, and possibly, Vinca (periwinkle) as ground cover, in the town-owned triangular pocket park located in the rear section of 30 West Main Street, accessible via the alleyway across from Town Hall, to improve the neighborhood, to beautify the Museum's grounds, and to commemorate of the 200th anniversary of the birth of Frederick Law Olmstead, designer of Central Park in New York City; and; and be it further

RESOLVED, that the Town Board hereby permits the Friends of Raynham Hall, Inc., to install a memorial consisting of a 56 inch long by 18 inch wide metal tablet outside of the entrance to the Raynham Hall Museum Education Center, bearing the aforementioned inscription, and commemorating the twenty (20) African Americans who were enslaved by the Townsend Family at Raynham Hall, and bearing the aforementioned inscription; and be it further

RESOLVED, That the Town Board hereby accepts the aforementioned projects as gifts, upon their completion, pursuant to New York State Town Law, Article IV, Section 64 (8); and be it further

RESOLVED, that the Town Board hereby waives the provisions of Oyster Bay Town Code, Chapter 82, "Alcoholic Beverages", Section 82-3(A) & (B), "Prohibitions", for the duration of the series of events to be held at, and on the grounds of, Raynham Hall Museum, on June 19, 2021

RESOLVED, that the Town Board hereby permits the Friends of Raynham Hall Museum, Inc., to conduct the aforementioned activities at the Raynham Hall Museum on Saturday, June 19, 2021, rain or shine, subject to the following terms and conditions:

- 1. The use of all Town property and equipment shall be in conformance with the direction of the Town of Oyster Bay, and its duly designated representatives.
- 2. The said organization shall comply with all ordinances of the Town of Oyster Bay, both in its use of all Town property and equipment, and in the conduct of the aforesaid activities.
- 3. The said organization shall file a certificate of insurance with the Office of the Town Clerk, indicating said organization maintains general liability insurance, in the amounts of \$2,000,000.00 bodily injury and \$1,000,000.00 property damage, and naming the Town as an additional insured, in connection with the afore-described activity.
- 4. 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.

-#-

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 30, 2021

SUBJECT: Raynham Hall Museum Requests to Add Plantings, Install Memorial and

Conduct Ceremonies on Museum Grounds

Request

The Office of the Town Attorney is in receipt of a letter from Ms. Harriet Gerard Clark, Executive Director of the Raynham Hall Museum, 20 & 30 West Main Street Oyster Bay, New York 11771 (see attached). The letter is dated March 19, 2021, and was sent originally to the Office of the Town Supervisor. Director Clark requested that the Town Board:

- 1. Permit the North Country Garden Club, Inc., and Miller Nurseries, Inc., to plant flowerbeds on the grounds of Raynham Hall Museum,
- 2. Permit the Friends of Raynham Hall, Inc. to install a memorial outside the new Raynham Hall Museum Education Center, and
- 3. Permit the Friends of Raynham Hall, Inc., to hold a "Masks and Flasks" gathering to celebrate the completion of the interior of the Raynham Hall Museum Education Center, to conduct a memorial groundbreaking and to commemorate the Holiday of "Juneteenth". The events are to be held on Saturday, June 19, 2021, rain or shine.

Background

Samuel Raynham purchased Raynham Hall and the surrounding property in 1738. During the American Revolution, Robert Raynham, Samuel Raynham's son, operated the "Culper Spy Ring" out of the Hall as one of General Washington's chief spies. Raynham Hall is listed on the National Register of Historic Places (see attached summary).

On October 2, 1947, the Town of Oyster Bay purchased Raynham Hall from the Daughters of the American Revolution (see attached deed). The deed was modified by letters dated December 28, 1989 and June 22, 2002 (see attached letters). The Town expanded the Museum when on November 28, 2011, it purchased the adjacent parcel located at 30 West Main Street, by bargain and sale deed (see attached deed).

The Friends of Raynham Hall, Inc., (hereinafter referred to as "the Friends"), a 50 (c)(3) tax- exempt organization, was established on January 23, 1953 pursuant to the New York State Not-For Profit Corporation Law (see attached organization description). The Friends operate Raynham Hall Museum through a license agreement with the Town of Oyster Bay. The agreement was entered into on March 15, 2014, and is for a period of (10) years (see attached Agreement).

The Agreement stipulates the Town must approve any request for work to be done at Raynham Hall Museum. For example, Page 3, Section 11 of the Agreement states that:

"No interior or exterior work shall be performed at either Raynham Hall [20 West Main Street] or 30 West Main Street, including, but not limited to, structural and electrical work, without prior TOWN approval."

Because the agreement requires prior Town approval, the aformentioned letter requested authorization to commence with the projects described below. Each proposed project is addressed separately.

First Proposed Project: Plantings

The first proposed project involves the planting of a multitudinous variety of flora. In her letter, Director Clark requested that the Town Board permit the North Country Garden Club of Long Island Inc., (P.O. Box 21, Locust Valley, New York, 11560, a 501 (c) (3) not-for-profit organization, incorporated in 1914, and hereafter referred to as the "NCGC") to plant flowerbeds "in the triangular pocket park, outside Raynham Hall's grounds, accessible via an alleyway, right across from 54 Audrey Avenue." Specifically, the area requested for the flowerbed planting is located at the rear of 30 West Main Street (town-owned land). The plantings would include a holly tree, several boxwoods, rhododendrons, hydrangeas and possibly Vinca (Periwinkle) as ground cover.

The initial planting would be performed by Miller Nurseries, Inc. (274 Glen Head Road, P.O. Box 125, Glen Head, New York 11545), and the NCGC. The NCGC would bear the cost of the initial upkeep. Thereafter, the horticultural upkeep would be borne by the Friends as part of its twice a month maintenance schedule. The NCGC would consult with landscapers from the Friends, as needed, most likely in the spring and in the fall, to ensure that the plantings are doing well. The stated purposes of the project are neighborhood beautification, and the commemoration of the 200th anniversary of the birth of Frederick Law Olmstead, designer of Central Park in New York City.

Second Proposed Project: Memorial

The second proposed project concerns the installation of a memorial outside of the entrance to the newly refurbished education center. The memorial was initiated by Sara Bonifacio, daughter of longtime Board member John Bonifacio. The memorial's purpose is to commemorate the twenty (20) African-Americans who were enslaved by the Townsend Family at Raynham Hall. Specifically, the memorial includes a rectangular metal plaque, 56 inches long by 18 inches wide. The plaque would bear the following inscription:

"Here we honor the enslaved people who lived and labored on this land.

May we always remember them

and the many generations of those who were enslaved in Oyster Bay
during the two centuries when slavery was legal in New York.

Dedicated June 19, 2021"



Completed Projects as Gifts to the Town

New York State Law allows the Town Board to accept the completed projects as gifts because the projects are on Town-owned land. Relevant provisions of the Statute hold that:

"Subject to law and the provisions of this chapter, the town board of every town.... [8. Gifts to the Town]....

May take by gift, grant, bequest or devise and hold real and personal property absolutely or in trust for parks or gardens, or for the erection of statutes, monuments, buildings or structures, or for any public use, upon such terms or conditions as may be prescribed by the grantor or donor and accepted by said town, and provide for the proper administration of the same." (N.Y. Town Law; Art. IV, Sec. 64[8]; McKinney 2021). (see attached law)

Accepting the flower bed and the memorial as gifts would allow the Town to care for them in the future. Moreover, acceptance would allow the Town to improve, relocate, remove or change these areas as future conditions may dictate. It is therefore recommended that the Town Board accept the completed projects as gifts to the Town.

Proposed Ceremony

In addition to the two abovementioned projects, Director Clark's letter requested that the Town permit the Friends to conduct a ceremony on museum grounds on Saturday, June 19, 2021. The letter states that the day "...will be the first time that the African-American holiday of Juneteenth will be a legal holiday in New York State." In order to mark the occasion, the Friends wish to conduct a groundbreaking ceremony for the proposed memorial, and to have an in-person "Masks and Flasks" type gathering to celebrate the completion of the interior of the Raynham Hall Museum Education Center.

Alcohol Restrictions

Wine and possibly other alcoholic beverages will be served at the event. It should be noted that paragraph 7 of the original deed to the Town forbade the serving of alcohol on museum grounds (see attached). However, pursuant to two letters dated 1989 and 2002, this deed restriction was seemingly abolished (see attached). Nevertheless, Chapter 82, [Sections 82-3(A) & 82-3(B)] prohibits, the possession and/or consumption of alcoholic beverages in public (see attached). Therefore, it is requested that the Town board waive these restrictions for the duration of the aforementioned events.

Insurance

A certificate of insurance, naming the Town as an additional insured is attached hereto attached certificate of liability insurance).

Conclusion

In light of the foregoing, the Office of the Town Attorney requests that:

- 1. The Town Board permit the North Country Garden Club, Inc., and Miller Nurseries, Inc., to plant flowerbeds of various flora in the triangular pocket park at the rear of the Townowned parcel located at 30 West Main Street,
- 2. The Town Board permit the Friends of Raynham Hall, Inc., to install a memorial outside the entrance of the Raynham Hall Museum Education Center, including a 56 inch by 18 inch metal plaque, remembering the twenty (20) African-American slaves held by the Townsend Family at Raynham Hall,
- 3. The Town Board accept the plantings and the memorial as gifts to the Town from the Friends of Raynham Hall Museum, Inc.,
- 4. The Town Board permit the Friends of Raynham Hall Museum, Inc., to conduct the following activities on Saturday, June 19, 2021 (rain or shine):
 - a. to hold an in-person, "masks and flasks" gathering in the afternoon to celebrate the completion of the interior of the Raynham Hall Education Center,
 - b. to hold a groundbreaking ceremony for the aforementioned memorial,
 - c. to celebrate the recognition of Juneteenth as a legal holiday in the State of New York, and
- 5. That the Town Board waive Chapter 82, of the Town Code (Alcoholic Beverages) on the museum grounds, for the duration of the events on that day.

Kindly suspend the rules and place this matter on the May 4, 2021 Town Board Action Calendar.

FRANK M. SCALERA

TOWN ATTORNEY

By:

Ralph P. Healey Special Counsel

RPH:rph Attachment GS874



RAYNHAM HALL MUSEUM



BOARD OF TRUSTEES

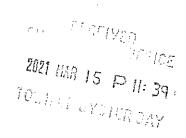
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EXECUTIVE DIRECTOR



March 19, 2021

Joseph S. Saladino, Supervisor, Town of Oyster Bay Members of the Council of the Town of Oyster Bay 54 Audrey Avenue Oyster Bay, New York 11771

Dear Supervisor Saladino and Members of the Council:

I am writing to respectfully request permission for two projects that concern the Museum.

The first is a proposal of the North Country Garden Club ("NCGC"), a 501 (c) (3) non-profit organization founded in 1913, whose mission is the "...support of education in the fields of gardening, horticulture, conservation and natural sciences; stimulation of community interest to improve and beautify buildings and their surroundings, parks, roadsides, wildlife sanctuaries and other civic projects; and financial and other assistance for the furtherance of such projects." In our hamlet, the NCGC has for many years maintained the garden at the Oyster Bay Historical Society, and occasionally donates plantings to Raynham Hall's garden as well. Beyond the hamlet, the NCGC has throughout the years helped to maintain several public parks, including the Francke Sanctuary in Brookville, the Theodore Roosevelt Cemetery Path and Bird Sanctuary, Sagamore Hill, Bailey Arboretum, Planting Fields Arboretum, and Old Westbury Gardens.

With NCGC's ongoing commitment to civic projects within our area, they have identified the triangular pocket park outside Raynham Hall's grounds, accessible via the alley right across from 54 Audrey Avenue, as a part of our hamlet that would benefit from improvement. As the gateway to the Raynham Hall Museum garden, the goal will be to make the park more appealing for our residents and visitors. This is also the 200th anniversary of the birth of Frederick Law Olmsted, designer of Central Park in New York City, and, as a chapter of the Garden Club of America, the NCGC would be using the opportunity to celebrate this iconic American landscape architect, who advocated for making nature accessible to all.

I am attaching a plan showing the work they are proposing, which includes the planting of a holly, several boxwoods, rhododendrons, hydrangeas and possibly vinca as ground cover. All plantings are hardy in our area and require minimal upkeep. The initial planting would be performed by Miller Nurseries along with the NCGC, with the cost to be covered by the NCGC. The horticultural upkeep thereafter would be largely taken on by the Friends of Raynham Hall as part of our twice-a-month maintenance schedule. The NCGC would consult with our landscapers as needed, probably in the spring and in the fall, to ensure the plantings are doing well.



If this proposal meets with your approval, we would request the help of the TOB in three areas. The gingko trees that were planted in the park have been vandalized and killed over the years, and there is now one dead tree and five empty tree wells. We are hoping that the TOB would be willing to have the dead tree taken down, and the six then-empty tree wells filled with bricks by your bricklayer, who did such a wonderful job with the paths at Raynham Hall. Also, we would appreciate the resumption of removal of the hazardous and unsightly debris left by probably homeless individuals in the museum's garden and in the pocket park. I believe the contractor who was doing that was coming around every week or so, which was extremely helpful.

The second project for which I am seeking permission from you concerns the placement of a metal tablet outside our Education Center to memorialize the twenty African Americans who were enslaved by the Townsend family at Raynham Hall. The project was initiated by Sara Bonifacio, the then 15-year-old daughter of Board Member John Bonifacio. The tablet would be inscribed with the phrase:

"Here we honor the enslaved people who lived and labored on this land.

May we always remember them

and the many generations of those who were enslaved in Oyster Bay
during the two centuries when slavery was legal in New York.

Dedicated June 19, 2021"

We would like to include a "groundbreaking" for the memorial project at a gathering we are planning for Saturday, June 19, which will be the first time that the African American holiday of Juneteenth will be a legal holiday in New York State. We are planning to have an in-person "Masks and Flasks"-type gathering that afternoon to celebrate the completion of our Education Center's interior, and we would welcome and invite your participation in the ceremonies!

I am attaching an artistic rendering of Sara Bonifacio's tablet, which would be approximately 56" x 18", here for your consideration.

I stand ready to answer any questions you may have, and I thank you for your service to our town!

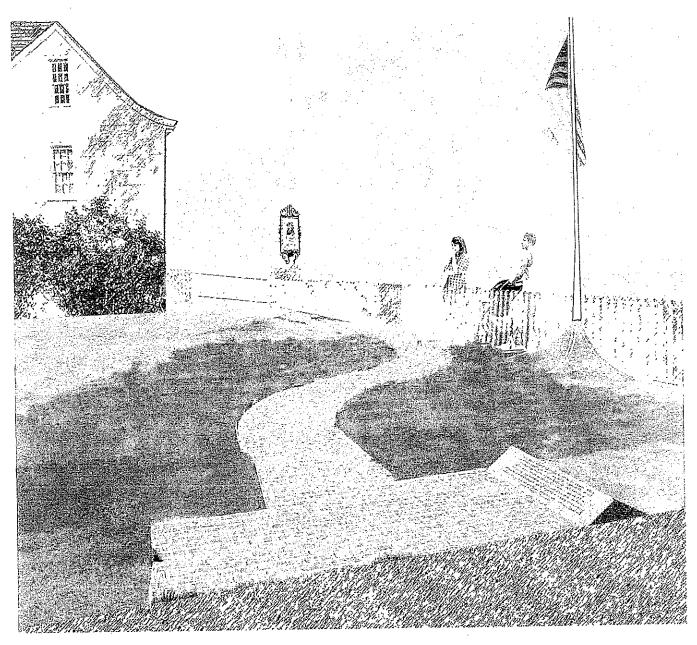
Sincerely yours,

Harriet Gerard Clark Executive Director

hgerardclark@raynhamhailmuseum.org



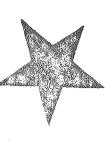
RAYNHAM HALL MUSEUM SLAVERY MEMORIAL TABLET PROPOSAL March 2021

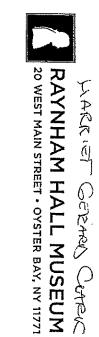


Core-Ten tablet as installed just off the porch to the right of the path leading from the Education Annex to the museum building, in the daytime.



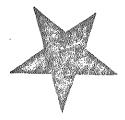
NORTH COUNTRY GARDEN CLUB
PROPOSED PLANTINGS FOR POCKET PARK
OUTSIDE RAYNHAM HALL MUSEUM GROUNDS
OYSTER BAY, NY





NA HAVE

JOSEPH S. SALANO, SUPERVISOR MEMBERS OF THE COUNCIL TOWN OF OYSTER BAY 54 AUDREY ALENDE OYSTER BAY, NY 11771



Restoration of Raynham Hall Museum and Grounds
--

Project Name and Location

Part B Page

P	A	RT	\mathbf{R}
4.	-		

PROJECT NARRATIVE

PROJECT SUMMARY (150 word limit)

Raynham Hall Museum is owned by the Town of Oyster Bay and managed by the Friends of Raynham Hall, Inc., a 501(c)(3) Non-Profit. Samuel Townsend originally purchased this house and property in 1738. During the American Revolution, Samuel's son Robert operated as one of General Washington's chief spies in the "Culper Spy Ring." Currently in a severe state of disrepair, with a tarp covering half the roof, and water damage in the interior, the house is scheduled to undergo emergency repairs shortly that will replace the roof. As part of a multi-year restoration campaign the house and grounds will be fully restored and interpreted. This project will demonstrate the value and viability of preservation to a neighborhood in transition. Once preservation is completed, Raynham Hall Museum will powerfully connect visitors with the history of Oyster Bay, Long Island, and the State of New York.

PROJECT OVERVIEW

Raynham Hall Museum is listed on the National Register of Historic Places at the national level of significance (see National Register Nomination Form, attachment B-1). It has been owned by the Town of Oyster Bay since 1947 (see deed from the Daughters of the American Revolution to the Town of Oyster Bay, attachment B-2), and operated as a museum by the Friends of Raynham Hall, Inc. (see IRS Verification of Tax-Exempt Status, attachment B-3; Articles of Incorporation of the Friends of Raynham Hall, Inc., in 1953, attachment B-4; and Management Contracts between the Town of Oyster Bay and the Friends of Raynham Hall, Inc., 1981 and 2010, attachments B-5 and B-6).

The Town and the Friends are jointly undertaking the complete restoration of the Museum's building and grounds in conformance with the Secretary of the Interior's Standards for the Treatment of Historic Properties. Pre-development activities began in 2008 with the commissi of a Historic Structures Report (HSR) by John G. Waite Associates (see John G. proposal, and Excerpt from Raynham Hall Historic Structures Report Phase I Pr B-7), with funding provided by the Gerry Charitable Trust. The first phase of th current conditions and was intended to help make the case for much needed ma roof repairs. The report states that: "The majority of problems associated with t relate to water infiltration. This has been a consistent problem over the years di maintenance of the roof, windows, and exterior siding. Deterioration of interior been caused by water infiltration, and in some rooms on the upper floors large plaster have been damaged beyond repair and will require replacement." The the Historic Structures Report was underway, and is now covered with a gree occurred inside where pooling water led to the failure of portions of the plast Emergency repairs will be undertaken in the next few weeks to repair the roc Hall, Inc., will pay for repair of the roof from endowment funds (of which the previously spent even the income), to be reimbursed by the Town of Oyster.

Phase 2 of the HSR, which will include more in-depth research on t interpreted rooms as well as those currently used as office and storage space, was Spring of 2011. In the meantime a complete set of Historic American Building Survey drawings win commissioned (see John G. Waite Associates proposal, attachment B-8). Collectively these will help to assure all subsequent restoration work is grounded in the soundest documentary evidence.

Other high-priority preservation actions that have been recommended include stabilization of the Dining Room ceiling, interior plastering and carpentry, and exterior carpentry and masonry repairs (see John M. Collins Preliminary Restoration Budget, attachment B-9). These actions will begin to be carried out at the start of the project and be completed within the first eight months. In the next eight months to follow, interior and exterior repainting will be completed. Prior to painting, interior and exterior paints.

No bank book

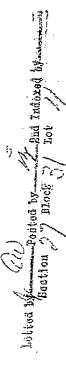
DEED 3468 RAGE 290

THIS INDENTURE, made the \mathcal{Z}^{*} day of September, 1947, between

OYSTER BAY CHAPTER, INC., DAUGHTERS OF AMERICAN REVOLUTION, a corporation organized under the membership corporations law of the State of New York, having its principal place of business at no number West Main Street, Oyster Bay, in the County of Massau and State of New York, hereinafter referred to as the grantor, and

TOWN OF CYSTER BAY, a municipal corporation of the State of New York, with offices at no number Audrey Avenue, Cyster Bay, Nassau County aforesaid, hereinafter referred to as the grantee:

WHEREAS, the grantor is a branch of the National Association of Daughters of the American Revolution chartered for the purpose of perpetuating the memory and spirit of men and women who achieved American Independence by the acquisition and protection of historical spots and the erection of monuments; by the encouragement of historical research in relation to the revolution and the publication of its results by the preservation of documents and relics, and of the records of individual services of revolutionary soldiers and patriots by the promotion of celebrations of ali patriotic anniversaries; to carry out the injunction of Washington in his farewell address to the American people; "To promote, as an object of primary importance, institutions for the general diffusion of knowledge"; to cherish, maintain and extend the institutions of American freedom; to foster true patriotism and love of country and to aid in securing for mankind all the blessings of liberty, and to that end and pursuant to its certificate of incorporation is endowed with power to acquire and convey, subject to law, real property for the purpose of maintaining as a public shrine the building located in Cyster Bay known as "Raynham





DEED 3468 PAGE 291

Hall; and

WHEREAS, the grantor acquired such property
known as "Raynham Hall" by deed dated the 1st day of
November, 1935, recorded in the office of the Clerk of
the County of Nassau on the 28th day of December, 1935 in
Liber 1771 of conveyances at page 92, and has since improved
and maintained the same; and

WHEREAS, Subdivision 8 of Section 64 of the Town Law of the State of New York provides, among the enumerated general powers of Town Boards, as follows:

"8. Gifts to Town. May take by gift, grant, bequest or devise and hold real and personal property absolutely or in trust for Parks or Gardens, or for the erection of statues, monuments, buildings or structures, or for any public use, upon such terms or conditions as may be prescribed by the grantor or donor and accepted by said Town, and provide for the proper administration of the same."

and

WHIRIAS, the grantor has offered to give and dedicate the said property "Raynham Hall" described in said deed of November I, 1933 to the Town of Oyster Bay upon terms and conditions set forth and expressed in the covenants, restrictions and conditions hereinbelow specified and the Town Board of the Town of Oyster Bay has adopted a resolution accepting the offer and the terms and conditions as herein prescribed;

MOW THEREFORE, THIS INDESTURE WITNESSETH: That the grantor, in consideration of the acceptance of this conveyance by the grantee, with the agreements and subject to the terms and conditions hereinafter set forth, as and for a gift, does hereby dedicate and release unto the grantee, and its successors:

ALL that certain plot of land, with the buildings and improvements thereon, situate, lying and being in the Town of Cyster Bay, in the County of Massau and State of New York, shown on a survey thereof, entitled "Map of



Property of Estate of Maria F. Townsend, Oyster Bay, Nassau County, N. Y." made by William H. Bowne, C. E. & S. dated September, 1912, and filed with the judgment roll in a certain action entitled: "Supreme Court, Nassau County, Robert Townsend against Maurice E. Townsend and others" and known as the Homestead Plot, bounded and described according to said survey as follows:

/A BEGINNING at a point on the northerly side of West Main Street, distant 188.90 feet westerly from the corner formed by the intersection of the northerly side of West Main Street with the westerly side of South Street; running thence along the northerly side of West Main Street, north 70 degrees 51 minutes west 88.02 feet and north 69 degrees 32 minutes west 17.48 feet to land now or late of Charles DeKay Townsend; thence along said Charles DeKay Townsend's land north 19 degrees east 175.53 feet to Lot No. 51 on a certain map entitled "Map of property at Oyster Bay, Long Island, belonging to Charles DeKay Townsend and Maria F. Townsend, 1901" filed in the office of the Clerk of Massau County December 9, 1909, as Map No. 2; thence along Lot Nos. 51, 50, 49, 48 and part of Lot No. 47 on said map, south 53 degrees 5 minutes east 112.5 feet to land now or late of Robert Townsend and others; thence along said last mentioned land south 19 degrees 58 minutes west 141.50 feet to the northerly side of West Main Street, at the point or place of beginning.

TOGETHER with all the right, title and interest of the party of the first part in and to West Main Street in front of and adjacent to said premises to the centre line thereof.

BEING the same premises conveyed to the party of the first part by Julia W. Coles by deed dated November 1, 1933 and recorded in the office of the Clerk of the County of Massau on the 28th day of December, 1933 in Liber

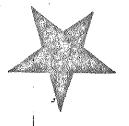
1771 of conveyances at page 92.

SUBJECT to covenants and restrictions of record, if any, affecting said premises.

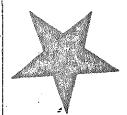
SUBJECT ALSO to zoning and building ordinances of the Town of Cyster Bay.

unto the grantee and its successors forever, for the purpose of the maintenance of "Raynham Hall" as a public shrine, and as far as possible, make perpetual a memorial to the brave men and women of revolutionary times, for the use and benefit of the general public of the nation under agreements, covenants and conditions which will best secure to our people the diffusion of knowledge and the inspiration of our forebears in cherishing freedom, love of country and the fostering of patriotism, and, in order to secure the proper execution of said purposes, the granter imposes and the grantee agrees to and accepts the following covenants, restrictions and conditions:

- 1. That the property shall be forever known and designated as "Raynham Hall".
- 2. That the grantee will, at all times at its own expense, maintain and operate with the assistance and advice of an administrative committee, hereinafter referred to, the said property, subject to such reasonable rules and regulations as may be deemed proper, as a public shrine, in the manner in which said property has been utilized or may have been intended to have been used, all in keeping and harmony with the manner of operating and maintaining a public shrine, and permit the proper use of the premises for the purposes herein mentioned, and that it will, at all times, provide and maintain such care and protection in or about and surrounding the premises as it may deem necessary and wise, and that it will, at all times, do or cause to be done all such acts and things as will tend to make and keep the property a dignified public shrine.



- 5. That it will, at its own expense, promptly repair and make good all loss or damage which may result or be caused by fire, flood or other casualty, theft, vandalism or depredation, and do whatever may be necessary to restore "Rayham Hall" to the condition in which it was or should have been before such loss or damage occurred and in no event, however, shall the exterior lines of the building be altered or changed.
- 4. That no hawking or paddling of any goods, articles or merchandise whatsoever will be permitted or suffered in or on any portion of said property, except such sale of goods or articles as are customarily displayed for sale in shrines and subject to the approval of the advisory committee hereinafter described.
- 5. No advertisements, placards or commercial signs of any kind shall be erected, painted or affixed or maintained on the premises except a dignified sign or placque bearing the name of "Raynham Hall" and a short legend with respect thereto as approved by the said advisory committee.
- 6. That no portion of the building or premises shall be used for any purpose except that so long as the Oyster Bay Chapter, Inc. Daughters of the American Revolution or its successors shall be in existence it shall retain and have the right to hold its meetings and affairs in the building and on the premises and except also that the grantee may permit, under proper supervision, the holding of any patriotic or similar meetings in or on the premises.
- 7. That the use or sale of alcoholic beverages, including beer, shall be forever prohibited within the



building or on the premises.

8. Pursuant to the provisions of Section 64, Subd. 8 of the Town Law, the grantee agrees, through its Town Board, that it will appoint promptly an advisory committee of seven persons, one of whom shall be a member of the Town Board, to be known as the RAYNHAM HALL ADVISORY COMMITTEE, to assist and advise in the management and administration of said property within the terms, agreements and conditions of this deed of gift.

At the time of the first appointment of the aforesaid committee, two members other than the Town Board member shall be appointed for a term of one year, two members, other than the Town Board member, shall be appointed for a term of two years and two members, other than the Town Board member, shall be appointed for a term of three years and thereafter at the expiration of the terms of the members, other than the Town Board member, the successors shall be appointed for a term of three years.

In the event of the death, resignation or incapacity of any member of the aforesaid committee before the expiration of his or her term of office, the Town Board shall appoint a successor to fill the vacancy so created for the unexpired term of the person succeeded.

Any member of the committee may be suspended or removed for malfessance in office or on the unanimous recommendation of the other members of the committee.

All of the agreements, covenants and restrictions above set forth in this deed may be modified at any time by written agreement of modification, executed by the parties hereto or their successors.

And the grantor covenants that it has not done



or suffered anything whereby the said premises have been encumbered in any way whatsoever.

IN WITNESS WHEREOF, the grantor has caused its corporate seal to be bereunto affixed and these presents to be signed by its duly authorized officer the day and year first above written.

OYSTER BAY CHAPTER, INC., DAUGHTERS OF AMERICAN REVOLUTION

Regent.

ATTEST:

TOWN OF OYSTER BAY

Supervisor.

STATE OF NEW YORK)

county of Nassau)

On this 2 day of September, 1947, before me, the subscriber, personally came HELER V. CARL, of no number Cyster Bay Road, East Norwich, New York, Regent of CYSTER BAY CHAPTER, INC., DAUGHTERS OF AMERICAN REVOLUTION; ANNIE E. JAMES, of 27 Tooker Avenue, Oyster Bay, New York; CARRIE MOCRE, of 157 Parsons Drive, Hempstead, New York; ADELE M. PENNY, of 22 Pearl Street, Oyster Bay, New York; FLCRA HLAUTELT, of no number Floyd Place, East Norwich, New York, as Trustees of CYSTER BAY CHAPTER, INC., DAUGHTERS OF AMERICAN REVOLUTION; and MARGARET DE VOE, Secretary of OYSTER BAY CHAPTER, INC., DAUGHTERS OF AMERICAN REVOLUTION. who being by me duly sworn, did depose and say that they, the said HELEN V. CARL, ANNIE E. JAMES, CARRIE MOCRE, ADELE M. PENSY and FLORA HIAUVENT, were and are the Regent and Trustees of OYSTER BAY CHAPTER, INC., DAUGHTERS OF AMERICAN REVOLUTION, and that the said MARGARET DE VOE was and is the Secretary of CYSTER BAY CHAPTER, INC., DAUGHTERS OF AMERICAN REVOLUTION, the corporation named in and which executed the foregoing instrument, and that they knew the corporate seal of the said corporation; that the seal affixed to the said instrument is such corporate seal, that it was so affixed by order of the Board of Trustees of the said corporation and that they signed their names thereto as Regent, Trustees and Secretary thereof, respectively,

> Willand ! V. Carll Wastery Public Det of Low concerce. Coffice of 30/48.

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In section 31

THEODORE V. SUMMERS
ATTORNEY AT LAW
181-10 JAMAICA AVE.
JAMAIGA Z. N.Y.

OYSTER BAY CHAPTER, INC. DAUGHTERS OF AMERICAN REVOLUTION

TOWN OF OYSTER BAY

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The land effected by this instructiont Hesi-

blide land liber of the County of Hassay Yelling P. No. 1

COUNTY CLERK'S OFFICE

Nov 20 11 00 // 47 HASSAU COUNTY, R.Y. the chieholm prizzing compant, inc. endperre et., H; Y.



NATIONAL SOCIETY DAUGHTERS OF THE AMERICAN REVOLUTION

OYSTER BAY CHAPTER OYSTER BAY, N. Y.

December 28, 1989

Supervisor Angelo Delligatti Town of Oyster Bay Town Hall E 54 Audrey avenue Cyster Bay, New York 11771

Dear Supervisor Delligatti,

The Oyster Eay Chapter Daughters of the Aserican Revolution was deeded the property known as "Raynnam mall" on November, 1933. This dift of the Townsend family provided our chapter with a home for neetings and affairs, as well as, the opportunity to perpetuate the spirit of men and women of the Revolutionary war through the preservation of this historic site.

On October 2, 1947 the Chapter voted to transfer the Raynham Hall property to the Town of Oyster Bay and its residents. Conditions were set in the deed for the Town to restore and maintain the site and building in a satisfactory manner and to open the building as a nuseum for public visitation.

One of the conditions in the deed prohibits alcoholic beverages from being consumed on the premises. Our Society has voted at our meeting of September 19, 1989 to rescind this condition. We feel that such a prohibition is cutdated

and, even more importantly, restricts the Briends of Raynham Hall from preater use of this unique facility for fundralsing events and/or special functions waspe alreadile became elements be served.

We hope you will concur with our unanimous vote, and look forward to your decision on this matter. I have enclosed a copy of the deed for your perusal.

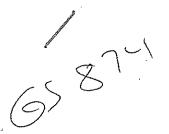
Sincerely Yours,

You Cove Regent
Oyster Bay Chapter, D. A. R.
174 Cove Road
Oyster Bay, N. Y. 11771

cc: Elizabeth H. O*Connell President, Friends of Raynham Hall 228 Southdown Huntington, N. Y. 11743

> Mrs. Edward Brunner Regent, Oyster Bay Chapter, D..A. R. 27 Willits Road Glen Cove, N. Y. 11542





TO

Town of Oyster Bay Inter-Departmental Memo

: GREGORY J. GIAMMALVO, TOWN ATTORNEY

FROM : JOHN VENDITTO, TOWN SUPERVISOR

DATE : May 24, 2002

SUBJECT: LETTER DATED MAY 20, 2002, FROM SUZANNA ZUPA,

REGENT, NATIONAL SOCIETY DAUGHTERS OF THE

AMERICAN REVOLUTION

Enclosed herewith you will find a copy of the above referenced letter, together with a copy of their letter dated December 28, 1989, to Supervisor Angelo Delligatti, wherein they requested recission of the condition recited in the deed dated October 2, 1947, prohibiting the use of alcoholic beverages on the premises.

Kindly review and respond accordingly.

Thank you for your cooperation.

JOHN VENDITTO
TOWN SUPERVISO

JV:LG:ar Enc.

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NATIONAL SOCIETY DAUGHTERS OF THE AMERICAN REVOLUTION

OYSTER BAY CHAPTER OYSTER BAY, N. Y.

May 20, 2002

Supervisor John Venditto Town of Oyster Bay 54 Audrey Avenue Oyster Bay, NY 11771

Dear Supervisor Venditto,

Please accept this letter as a clarification of our letter to Supervisor Delligatti dated December 28, 1989 which is attached hereto for your easy reference.

In that letter, we set forth that the condition recited in the deed dated October 2, 1947 between the Oyster Bay Chapter, National Society Daughters of the American Revolution and the Town of Oyster Bay recorded in the Nassau County Clerk's Office in Liber 3468 page 290 prohibiting the consumption of alcoholic beverages on the premises be rescinded.

The condition referred to above, identified in the deed as condition no. 7, not only prohibits the use or sale of alcoholic beverages on the premises, but also "within the building". At a meeting of our chapter on March 18, 2002 it was unanimously agreed that the entire condition no. 7 be rescinded.

This letter is to constitute the second modification of the above referred recited deed, the first being our letter dated December 28, 1989.

Respectfully submitted,

Suzanna Zupa

Regent

AVE ET

69 764 75 Mins

enclosure

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

THIS INDENTURE, made the 28th day of November, 2011,

BETWEEN Royston Enterprises LLC, doing business at 30 West Main Street, Oyster Bay, New York 11771,

party of the first part, and

Town of Oyster Bay, a Municipal Corporation of the State of New York, having an office at 54 Audrey Avenue, Oyster Bay, New York 11771,

party of the second part;

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

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

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

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

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

SAID premises also known as 30 West Main Street, Oyster Bay, New York 11771

THE grantor herein being the same party as the grantee and the same premises as described in deed dated 3/16/2007 and recorded on 3/30/2007 in Liber D 12249, pages 424-427.

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

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

Section: 27. Block: 31 Lot: 3



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

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

Royston Enterprises

Elleh J. Roche, Managing Member

IN PRESENCE OF:

Acknowledgment by a Person Within New York State (RPL § 309-a)

STATE OF NEW YORK COUNTY OF NASSAU

On the 28th day of November, 2011, before me, the undersigned, personally appeared Ellen J. Roche, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

(signature and office of individual taking acknowledgment)

BARGAIN & SALE DEED

Title No. LT37070

Royston Enterprises LLC Town of Oyster Bay

Section Block Lot

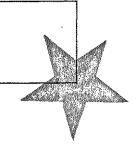
County or Town Nassau Street Address

30 West Main Street, Oyster Bay

Return by Mail To:

EGIBILITY POOR FOR **IMAGING/FILM**

Thomas Sabellico, Esq. Town of Oyster Bay 54 Audrey Avenue Oyster Bay, NY 11771



M. CLEM

Stewart Title Insurance Company

Schedule A Description

Title Number LT37070

Page 1

ALL that certain plot, piece or parcel of land, situate, lying and being at Oyster Bay, in the Town of Oyster Bay, County of Nassau, and State of New York, as shown on a map of property situated at Oyster Bay, Long Island belonging to Charles DeKay Townsend and Maria F. Townsend and filed in the Nassau County Clerk's, Office on December 9, 1909 as Map No. 2, Case No. II, and being bounded and described as follows:

BEGINNING at a point on the northerly side of West Main Street, distant 231.48 feet easterly from the corner formed by the intersection of the easterly side of Spring Street with the northerly side of West Main Street; said point being the point of intersection of the northerly side of West Main Street with the easterly side of land of the Town of Oyster Bay;

RUNNING THENCE North 32 degrees 47 minutes 11 seconds East along said land, 179.67 feet;

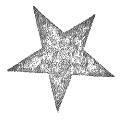
THENCE South 19 degrees 00 minutes 00 seconds West, 175.59 feet to the northerly side of West Main Street;

THENCE North 69 degrees 32 minutes 00 seconds West along the northerly side of West Main Street, 42.83 feet to the point or place of BEGINNING.

Said premises to be known as 30 West Main Street, Oyster Bay, NY 11771.

The policy to be issued under this report will insure the title to such building and improvements erected on the premises which by law constitute real property.

For conveyancing only: Together with all right, title and interest of the party of the first part, of, in and to the land lying in the street in front of and adjoining said premises.



The Friends of Raynham Hall, Inc.

NOTES TO FINANCIAL STATEMENTS

1. Organization:

The Friends of Raynham Hall, Inc. (the Organization), was incorporated on January 23, 1953 under the Not-For-Profit Corporation Law of the State of New York for the purpose of operating Raynham Hall Museum (the Museum) in Oyster Bay, New York. The Town of Oyster Bay (the Town), which assumes responsibility for the maintenance of the building and grounds, including the payment of utilities and major repairs, owns the real property comprising the Museum. The agreement with the Town is subject to the rights, conditions and provisions set forth in the Deed of Conveyance of the subject property, by the Daughters of the American Revolution, Oyster Bay Chapter, Inc. to the Town, dated October 2, 1947, as modified by their letter dated December 28, 1989. The Organization receives an annual grant from the Town to subsidize its operating expense. For the years ended December 31, 2018 and 2017, the annual grant received from the Town totaled \$108,000.

2. <u>Summary of significant accounting policies</u>:

Basis of accounting: The accompanying financial statements have been prepared on the modified cash basis of accounting, which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America (U.S. GAAP). Under that basis, certain revenues and the related assets are recognized when received rather than when earned and certain expenses are recognized when paid rather than when the obligations are incurred. Consequently, the Organization has not recognized receivables from donors, accounts payable to vendors or their related effects on the changes in net assets in the accompanying financial statements.

In the Statements of Assets, Liabilities and Net Assets - Modified Cash Basis, assets and liabilities are presented in order of liquidity or conversion to cash and their maturity resulting in the use of cash, respectively.

The Organization is required to report information regarding its financial position and activities according to two classes of net assets: net assets without donor restriction and net assets with donor restriction.

Net assets without donor restriction - net assets available for general use to support operations. The only limits on the use of net assets without donor restriction are broad limits resulting from the nature of the Organization, the environment in which it operates, and the purposes specified in its corporate documents. Total net assets without donor restriction were \$756,916 and \$878,944 at December 31, 2018 and 2017, respectively.



AGREEMENT

DATED: 3/15,2014

PARTIES:

TOWN OF OYSTER BAY, a municipal corporation, with offices at Town Hall, Oyster Bay, New York, hereinafter referred to as the "TOWN"; and

THE FRIENDS OF RAYNHAM HALL, INC., a nonprofit organization incorporated under the laws of the State of New York, with offices at 20 West Main Street, Oyster Bay, New York, hereinafter referred to as "THE FRIENDS".

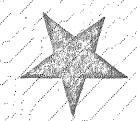
WITNESSETH:

The parties agree as follows:

- 1. That THE FRIENDS are hereby granted a ten-year concession, from
 January 1, 2014 through December 31, 2023, to operate the TOWN'S Raynham Hall Museum at
 20 West Main Street, Oyster Bay, New York. In addition, THE FRIENDS are hereby granted a
 concurrent license to use the TOWN building located at 30 West Main Street, Oyster Bay, New
 York, for the purposes described in Paragraph 10 herein.
- 2. The parties hereto understand and agree that all rights, grants and authorizations heretofore granted by the TOWN to THE FRIENDS, with respect to the supervision, operation, concessions and staffing of the Raynham Hall Museum, are hereby rescinded and superseded by this Agreement.
- 3. The parties hereto understand and agree that this Agreement is subject to the rights, conditions and provisions set forth in the Deed of Conveyance of the subject property, by the

Daughters of the American Revolution, Oyster Bay Chapter, Inc., to the TOWN, dated October 2, 1947, as modified by its letter dated December 28, 1989.

- 4. THE FRIENDS are to provide all the necessary staffing to operate said
- 5. All revenue from admission charges collected from visitors to the Raynham Hall Museum, during the term of this Agreement, are to be retained by THE FRIENDS, using said funds to defray Museum staffing and program expenses. Price or prices fixed for admission to the Museum are to be approved in advance by the Town Board of the TOWN.
- 6. THE FRIENDS shall maintain accounting records containing sufficient information with respect to receipts collected, and disbursements made in its operation and supervision of Raynham Hall Museum, and said records shall be available to the TOWN for review. THE FRIENDS shall submit to the TOWN an Annual Finance Report on or before January 31st of each year.
- 7. THE FRIENDS are to provide educational programs for the benefit of the inhabitants and school children of the TOWN, and develop and promote Museum activities for the purpose of perpetuating the memory, spirit and deeds of the men and women associated with events in and about Raynham Hall, and the achievement of American independence, and may do so in conjunction with the Oyster Bay Historical Society. THE FRIENDS may serve beer, wine and champagne at fund-raising events and/or special functions; provided, however, that prior TOWN approval is obtained.



- 8. All staff hired by THE FRIENDS shall be under the direct supervision and accountable to the Board of Trustees of THE FRIENDS. The TOWN shall be advised of the salary to be paid and the name of the Museum Director.
- 9. The TOWN agrees to pay THE FRIENDS the sum of \$108,000.00 per calendar year, payable in quarter-annual installments on February 1st, April 1st, July 1st and September 1st of each year, for the staffing and operating of the programs to be conducted. The TOWN, at its sole option, may from time to time increase the annual payment to THE FRIENDS.
- Main Street, Oyster Bay, for Museum-related activities, as follows: first floor a welcome center for students on field trips and for educational purposes, and a gift shop; second floor Rayaham Hall office staff; attic collections storage. The use of said premises for any other purpose may result in the termination of this Agreement, at the discretion of the Town Board. THE FRIENDS shall not use 30 West Main Street for residential accommodations, whether temporary or permanent.
- The TOWN assumes all responsibility for the maintenance of the buildings and grounds of Raynham Hall and 30 West Main Street, including payment of electric, gas, water, fuel and garbage removal (but not to include telephone, cable television or internet expenses). THE FRIENDS assume all responsibility for weekly cleaning. No interior or exterior work shall be performed at either Raynham Hall or 30 West Main Street, including, but not limited to, structural and electrical work, without prior TOWN approval. No consultants shall be retained in connection with the premises, and no independent testing shall be performed, without prior TOWN approval.

If such consultants or testing are approved, THE FRIENDS shall provide the TOWN with a copy of all written reports prepared in connection with same.

- 12. THE FRIENDS shall grant access to Raynham Hall and 30 West Main.

 Street at all reasonable times to the TOWN.
- 13. THE FRIENDS are authorized to sell appropriate merchandise at the Museum during the term of this concession, and the net proceeds are to be retained by THE FRIENDS to defray museum staffing and program expenses.
- 14. It is expressly understood and agreed that no land, building space or equipment is leased to THE FRIENDS, as this Agreement constitutes a license. It is further expressly understood and agreed that the TOWN may cancel this Agreement upon giving ninety (90) days written notice to THE FRIENDS.
- If, for any reason, THE FRIENDS shall fail to carry out the terms of this Agreement, or for any reason this Agreement shall be terminated by either party, then in such case, it shall be lawful for the TOWN to serve, or cause to be served, on THE FRIENDS, a notice declaring this Agreement null and void, and the TOWN, upon giving ninety (90) days notice of such intent, in writing, may reenter and repossess the premises.
- 16. In the event that this Agreement shall terminate pursuant to paragraph 15 above, THE FRIENDS shall have the right to retain all sums theretofore paid by the TOWN hereunder.
- 17. Nothing herein shall prevent THE FRIENDS from raising money, or obtaining private donations and subscriptions, for the benefit and improvement of the Museum and

its collections, or for special projects within the purposes of THE FRIENDS' Certificate of Incorporation.

- 18. It is understood and agreed that the current collection of personal property now located at Raynham Hall includes property owned by THE FRIENDS, and that a complete itemization of same has been furnished to the TOWN. It is further understood that all such property, whether now owned or hereafter acquired, shall remain the absolute and exclusive property of THE FRIENDS. Personal property owned by the TOWN, and located at Raynham Hall, shall not be removed from said location for any reason whatsoever without prior TOWN approval. This includes de-accessioning and/or other disposition of Town-owned property. The TOWN agrees to insure THE FRIENDS' property by having same covered under the TOWN'S scheduled fine arts policy, which shall provide for loss payment to the TOWN or THE FRIENDS, as their respective interests may appear. While it is important to have all newly acquired items added to the fine arts schedule, the TOWN shall also maintain coverage for unscheduled property.
- loss 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. THE FRIENDS release and discharge 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. THE FRIENDS further waive 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.

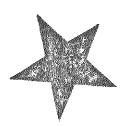
- 20. a. THE FRIENDS agrees to obtain from an insurance company, authorized to do business in the State of New York and keep in force during the term of this contract, a policy of comprehensive general liability on which THE FRIENDS and the TOWN are each named insured, including, but not limited to, the torts and negligence of THE FRIENDS's personnel, with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage; and
- b. THE FRIENDS shall comply with all provisions of the Workers'

 Compensation Law, and shall furnish a certificate showing evidence of current coverage; 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 THE FRIENDS, with the TOWN being named as an additional insured. Copies of the aforementioned insurance, and the appropriate endorsement from the insurance company indicating 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 THE FRIENDS 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

- 21. a. THE FRIENDS 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, attorneys fees and disbursement) and damages, arising out of or in connection with any of THE FRIENDS's negligent acts or omissions.
- b. The TOWN shall be responsible for and shall indemnify and hold harmless THE FRIENDS, its officers, employees and agents from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys fees and disbursement) and damages, arising out of or in connection with any of the TOWN's negligent acts or omissions.
- c. The provisions of this section shall survive the termination of this Agreement.
- 22. Periodically, the parties hereto shall furnish to each other evidence of the existence of the insurance coverages provided in paragraphs 18 and 20 above, together with proof of premium payments.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Reviewed By:

DEPUTY TOWN ATTORNEY

By:

TOWN OF OYSTER BAY

Supervisor

THE FRIENDS OF RAYNHAM HALL, INC.

PRESIDENT



STATE OF NEW YORK)
) SS.:
COUNTY OF NASSAU)
On this I day of March , 2014, before me personally came John Venditto , to me known, who, being by me duly sworn, did depose and say that he resides at 115 N. Kings Ave. Massayequa Aly, that he is the Supervisor of the Town of Oyster Bay, the municipal corporation described herein and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of said corporation, and that he signed his name thereto by like order. CAROL ANN STRAFFORD Notary Public, State of New York No. 04958071 Qualified in Nassau County Commission Expires Oct. 30, 20 17
STATE OF NEW YORK)) ss.: COUNTY OF NASSAU)
•
On this day of One of the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of said corporation, and that he signed his name thereto by like order.
Street &
Notary Public
S \AttorbeyAGREEMTS\RAYNHAM 2012-13.doc
Notary Public, State Of New York No. 02MU4813772 Commission Expires November 30, 20
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RESOLUTION NO. 177-2014

Meeting of March 11, 2014

WHEREAS, for many years, the Friends of Raynham Hall, Inc., a nonprofit corporation organized under the laws of the State of New York, has operated the Raynham Hall Museum, pursuant to an Agreement with the Town of Oyster Bay; and

WHEREAS, the most recent Agreement expired on December 31, 2013; and

WHEREAS, Leonard Genova, Town Attorney, and Frederick E. Mei, Deputy Town Attorney, by memoranda dated February 25, 2014 and March 4, 2014, recommend that said Agreement be renewed for a ten-year period, from January 1, 2014 through December 31, 2023, at a cost of \$108,000 per year, with payment to be made from Account No. DGS A 1620.47870, or other appropriate account,

NOW, THEREFORE, BE IT RESOLVED, That the Supervisor is hereby authorized and directed to renew the Agreement with the Friends of Raynham Hall, Inc., to be effective nunc pro tune from January 1, 2014 through December 31, 2023; and be it further

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

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

c: Supervisor Town Attorney Comptroller (2)





NEW YORK STATE TOWN LAW

Article IV: Town Boards

§ 64. General Powers of Town Boards.

Subject to law and the provisions of this chapter, the town board of every town:

[8. Gifts to Town.]

May take by gift, grant, bequest or devise and hold real and personal property absolutely or in trust for parks or gardens, or for the erection of statues, monuments, buildings or structures, or for any public use, upon such terms or conditions as may be prescribed by the grantor or donor and accepted by said town, and provide for the proper administration of the same.



CBROKER

DATE (MM/DD/YYYY)

CERTIFICATE OF LIABILITY INSURANCE

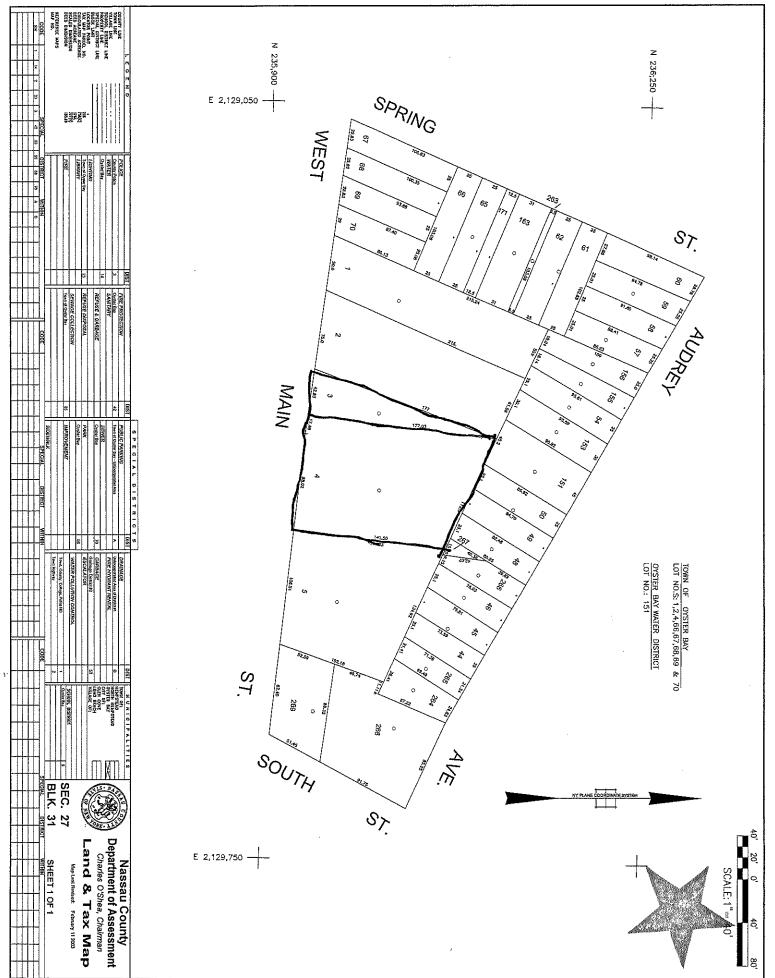
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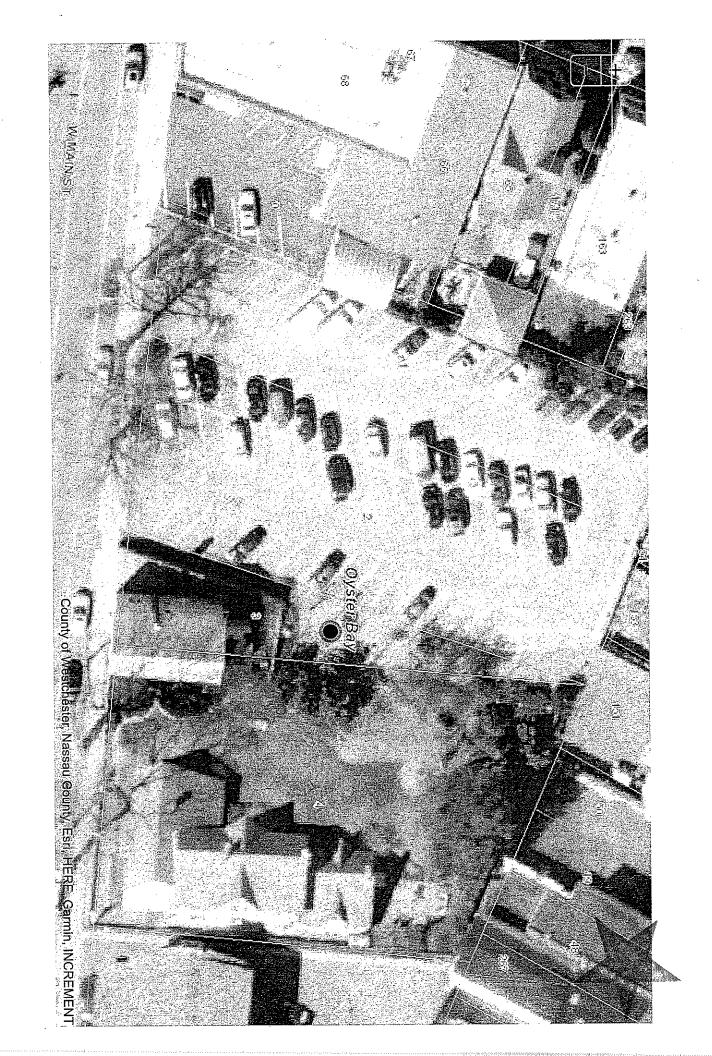
4/13/2021

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

	UCER				NAME:					
Geo.	V. Bullen & Son Inc. New Hyde Park Road				PHONE (A/C, No.	, Ext): (516) 4	82-7200	FAX (A/C, No):	(516)	439-4341
Suite	300				É-MAIL ADDRES	_{:s:} mail@gv	bullen.com			
New	Hyde Park, NY 11042					INS	URER(S) AFFOR	DING COVERAGE		NAIC#
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	20 West Main St.	•								
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		•						MED EXP (Any one person)	\$	10,000
					1			PERSONAL & ADV INJURY	\$	2,000,000
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	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. EACH ACCIDENT		
	If yes, describe under							E.L. DISEASE - EA EMPLOYE		
	DESCRIPTION OF OPERATIONS below	 						E.L. DISEASE - POLICY LIMIT	\$	
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CF.	RTIFICATE HOLDER	···········			CANO	CELLATION				
Base	Town of Oyster Bay, Highway Department 150 Miller Place Syosset, NY 11791 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES THE EXPIRATION DATE THEREOF, NOTICE ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE			EREOF, NOTICE WILL	CANCE BE I	ELLED BEFORE DELIVERED IN				
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NORT COUNTRY GAN EN CLUB OF HOMESTAND, INC.

North Country Garden Club of Long Island, Inc.'s proposal for renovation of the Town of Oyster Bay Pocket Park adjacent to the garden entrance of the Raynham Hall Museum

April 29, 2021

Plant Materials: \$3,725

Labor including installation of permanent soaker hose and time: \$750

Signage (small): \$200

TOTAL: \$4765

The proposed project is part of the North Country Garden Club of Long Island's commitment to the improvement of our North Shore community and long-time relationship with the Raynham Hall Museum.



Ralph Healey

From:

Ron Scaglia

Sent:

Thursday, April 29, 2021 12:55 PM

To:

Ralph Healey

Subject:

FW: Raynham Hall related projects

Attachments:

NCGC Proposal to TOB.pdf

Ralph:

Attached is an estimate for the plants being donated to Raynham Hall. The museum does not have an official estimate for the plaque, but has been was verbally told it is in range of \$3k - \$5k.

Ron

From: Harriet Gerard Clark < hgerardclark@raynhamhallmuseum.org>

Sent: Thursday, April 29, 2021 12:15 PM
To: Ron Scaglia <rscaglia@oysterbay-ny.gov>
Subject: Raynham Hall related projects

Dear Ron,

I am attaching a statement from the North Country Garden Club setting forth their estimate of the value of the work they are proposing to do in the pocket park outside Raynham Hall.

I do not have a specific estimate for the Slavery Memorial sign, but in discussion with our team here we are estimating it will be somewhere in the range of \$3,000 to \$5,000.

Many thanks to you, and best regards,

Harriet Harriet Gerard Clark Executive Director, Raynham Hall Museum 917 743 1732



Reviewed By
Officer 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 173 – PEDDLERS AND SOLICITORS, ARTICLE III – PEDDLING VEHICLES, OF THE CODE OF THE TOWN OF OYSTER BAY, NEW YORK" and

WHEREAS, a duly advertised Public Hearing on said legislation was held by the Town Board of the Town of Oyster Bay on May 4, 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 July 6, 2020, recommended Town Board determination that the subject legislation is deemed to fall under the New York State Environmental Quality Review Act, 6 NYCRR, Part 617, Section 617.5(c), Type II Actions List, as Item No. 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 other environmental consideration,

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 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 5-2021, 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" is hereby adopted without change 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.

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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

Reviewed By
Office of Town Attorney

WHEREAS, pursuant to duly published notice, a public hearing was held before the Town Board on May 4, 2021, at 7:00 p.m., prevailing time, in the Hearing Room, Town Hall, East Building, 54 Audrey Avenue, Oyster Bay, New York, at which hearing all parties interested were given an opportunity to be heard upon the question of the proposed contract between the Town of Oyster Bay, acting on behalf of the Glenwood-Glen Head Fire Protection District and New York American Water Company, Inc., and payment for same, for the period January 1, 2021 through December 31, 2021, nunc pro tunc. for the rental of two hundred twenty-nine (229) hydrants located within the Town's boundaries, which hydrants are owned and maintained by New York American Water Company, Inc., at a rental of Eight Hundred Ninety-Eight Dollars (\$898.00) per hydrant per annum, not to exceed a total of \$205,642.00; and

WHEREAS, following due deliberation, it was determined to be in the best interests of the residents of the Glenwood-Glen Head Fire Protection District to pay New York American Water Company, Inc., for the rental of fire hydrants for the period January 1, 2021 through December 31, 2021, nunc pro tunc,

NOW, THEREFORE, BE IT RESOLVED, That the Comptroller is authorized to remit payment to New York American Water Company, Inc. for the rental of fire hydrants for the period January 1, 2021 through December 31, 2021, upon presentation of a duly certified claim therefor, after audit.

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

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